Islamorada, Village of Islands

REGULAR VILLAGE COUNCIL MEETING- Amendment 1

November 7, 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. REPORTS, PRESENTATIONS AND ANNOUNCEMENTS

- **A.** Publix/Village Reusable Bag Initiative (Council Member Rosenthal)
- **B.** Richard Clark-Monroe County Transit Director - **TAB 1**

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.)

VI. CITIZENS' ADVISORY COMMITTEE REPORTS & APPOINTMENTS

- **A.** Nearshore Water Regulations Advisory Committee Report- Chair Dianne Harbaugh **- TAB 2**
- **B.** Workforce/Affordable Housing Committee Report - Chair Paige Presnell **- TAB 3**

VII. MAYOR / COUNCIL COMMUNICATIONS

- **A.** Discussion Regarding 186 S. Airport Road (Council Member Rosenthal)
- **B.** Discussion Regarding Council Compensation Referendum (Vice Mayor Mahoney)
- **C.** New Manager Job Description and Pay Scale Drafted by Weiss Serota (Council Member Jolin)- **TAB X**
- **D.** Discussion Regarding Tea Table (Council Members Rosenthal and Gregg)
- **E.** Strategic Plan and Accomplishments (Council Member Gregg)- **TAB Y**

VIII. VILLAGE ATTORNEY / VILLAGE MANAGER COMMUNICATIONS

A. Update on November 14, 2023 Village Manager Interview Process

B. Introduction of Monroe County Senior Director of Strategic Planning & Director of Libraries Kimberly Matthews

C. Update on:
Noise Ordinance Workshop
Analysis of Addressing Public Nuisance at Public Access Points
East Ridge Ramp Closure
Comprehensive Plan Update Scheduling
Priority Matrix Initiated by Council Member Gregg
FDOT Signage at Palms
Founders Park Strategic Plan
Baseball Stadium Buildout at Founders
Hiring Process of Recently Budgeted Staff Positions
Village Attorney Update on Best Practices for Council Communications with Staff

IX. 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. Meeting Minutes: - **TAB 4**
Special Call Land Use - July 20, 2023
Regular Village Council Meeting - July 27, 2023
Budget Workshops #1 and #2 - August 2 & 3, 2023
Special Call Village Council Meeting - August 3, 2023
Regular Village Council Meeting - August 17, 2023
Regular Village Council Meeting - September 7, 2023
Budget Hearing #1 - September 12, 2023
Budget Hearing #2 - September 19, 2023
Special Call Land Use - September 21, 2023
Regular Village Council Meeting - September 28, 2023
Freebee Workshop - October 3, 2023
Village Manager Selection Process Meeting - October 3, 2023
Regular Village Council Meeting - October 10, 2023 (Marne McGrath, Village Clerk)

B. Resolution Approving FY 2023-2024 Expeditures through an Agreement with Ben Few & Company, LLC, to Provide Insurance and Risk Management Services and a First Amendment to the Agreement to Provide for Updated Terms - **TAB 5** (Maria Bassett, Finance Director)

A RESOLUTION OF THE VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA, APPROVING FISCAL YEAR 2023-2024 EXPENDITURES THROUGH AN AGREEMENT BETWEEN BEN FEW & COMPANY, LLC, AND ISLAMORADA, VILLAGE OF ISLANDS, TO PROVIDE INSURANCE AND RISK MANAGEMENT SERVICES; APPROVING A FIRST AMENDMENT TO THE AGREEMENT TO PROVIDE FOR UPDATED PROVISIONS; AUTHORIZING THE VILLAGE MANAGER TO

EXPEND BUDGETED FUNDS; AND PROVIDING FOR AN EFFECTIVE DATE

C. Resolution Approving FY 2023-2024 Purchases from Commercial Energy Specialists for Aquatic Facility Supplies and Services - **TAB 6** (Maria Bagiotti, Founders Park Director)

A RESOLUTION OF THE VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA, APPROVING FISCAL YEAR 2023-2024 EXPENDITURES FROM COMMERCIAL ENERGY SPECIALISTS, LLC. TO PROVIDE AQUATIC FACILITY SUPPLIES AND SERVICES TO THE PARKS AND RECREATION DEPARTMENT; AUTHORIZING THE VILLAGE MANAGER TO EXPEND BUDGETED FUNDS; AUTHORIZING A WAIVER OF COMPETITIVE BIDDING; AND PROVIDING FOR AN EFFECTIVE DATE

D. Resolution Approving FY 2023-2024 Purchases from Bound Tree for Emergency Medical Services Supplies - **TAB 7** (Terry Abel, Fire Chief)

A RESOLUTION OF THE VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA, APPROVING FISCAL YEAR 2023-2024 EXPENDITURES THROUGH BOUND TREE MEDICAL, LLC FOR MEDICAL SUPPLIES FOR THE FIRE RESCUE DEPARTMENT; AUTHORIZING THE VILLAGE MANAGER TO EXPEND BUDGETED FUNDS; AUTHORIZING A WAIVER OF COMPETITIVE BIDDING; AND PROVIDING FOR AN EFFECTIVE DATE

E. Resolution Approving FY 2023-2024 Expenditures through an Agreement with Professional Emergency Services, Inc. to Provide Medical Director Services and a First Amendment to the Agreement to Provide Updated Terms - **TAB 8** (Terry Abel, Fire Chief)

A RESOLUTION OF THE VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA, APPROVING FISCAL YEAR 2023-2024 EXPENDITURES THROUGH AN AGREEMENT BETWEEN PROFESSIONAL EMERGENCY SERVICES, INC., AND ISLAMORADA, VILLAGE OF ISLANDS, TO PROVIDE EMERGENCY MEDICAL SERVICES; APPROVING A FIRST AMENDMENT TO THE AGREEMENT TO PROVIDE FOR UPDATED PROVISIONS; AUTHORIZING THE VILLAGE MANAGER TO EXPEND BUDGETED FUNDS; AND PROVIDING FOR AN EFFECTIVE DATE

F. Resolution Approving Fiscal Year 2023-2024 Purchases from Wastewater Vendors for the Wastewater Department - **TAB 9** (A.J. Engelmeyer, Public Works Director)

A RESOLUTION OF THE VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA, APPROVING FISCAL YEAR 2023-2024 EXPENDITURES FROM AIRVAC INC, DONERITE PUMPS, INC., F.J. NUGENT & ASSOCIATES, FORTILINE WATERWORKS, KB VACUUM PUMP SOLUTIONS, LLC, AND SUNBELT RENTALS FOR THE OPERATION AND MAINTENANCE OF THE VILLAGE'S WASTEWATER

COLLECTION AND TRANSMISSION SYSTEM; AUTHORIZING THE VILLAGE MANAGER TO EXPEND BUDGETED FUNDS; AUTHORIZING A WAIVER OF COMPETITIVE BIDDING; AND PROVIDING FOR AN EFFECTIVE DATE

G. Resolution Approving Work Authorization No. 15 with WSP USA Environment & Infrastructure, Inc. for Canal 116 Air Curtain Design and Permitting - **TAB 10** (Peter Frezza, Environmental Resources Manager)

A RESOLUTION OF THE VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA, APPROVING WORK AUTHORIZATION NO. 15 WITH WSP USA ENVIRONMENT & INFRASTRUCTURE INC. FOR CANAL 116 RESTORATION AIR CURTAIN PROJECT DESIGN AND PERMITTING SERVICES; 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

H. Resolution Approving State of Florida Department of Commerce Grant Agreement HL218 for Two Storage Buildings for Emergency Backup Generators - **TAB 11** (Terry Abel, Fire Chief)

A RESOLUTION OF THE VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA, ACCEPTING GRANT AGREEMENT HL218 WITH THE STATE OF FLORIDA DEPARTMENT OF COMMERCE TO PROVIDE REIMBURSEMENT FUNDING FOR CONSTRUCTION OF TWO STORAGE BUILDINGS TO HOUSE EMERGENCY BACKUP GENERATORS; AUTHORIZING THE VILLAGE MANAGER TO EXECUTE THE AGREEMENT; AUTHORIZING VILLAGE OFFICIALS TO IMPLEMENT THE TERMS AND CONDITIONS OF THE AGREEMENT; AND PROVIDING AN EFFECTIVE DATE

I. Resolution Adopting the Monroe County Multijurisdictional Program for Public Information (PPI) - **TAB 12** (Megan Rumbaugh, Floodplain/CRS Coordinator)

A RESOLUTION OF THE VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA, ADOPTING THE MONROE COUNTY MULTIJURISDICTIONAL PROGRAM FOR PUBLIC INFORMATION (PPI); AND PROVIDING FOR AN EFFECTIVE DATE

J. Resolution Approving Agreement with RJS Design Consultants LLC to Provide Professional Services and Project Management for the Founders Park Pool Resurfacing Project - **TAB 13** (Maria Bagiotti, Founders Park Director)

A RESOLUTION OF THE VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA, APPROVING AN AGREEMENT WITH RJS DESIGN CONSULTANTS LLC TO PROVIDE PROFESSIONAL SERVICES AND PROJECT MANAGEMENT FOR THE FOUNDERS PARK POOL RESURFACING PROJECT; AUTHORIZING THE VILLAGE MANAGER TO EXECUTE AN

AGREEMENT; AUTHORIZING EXPENDITURES; AND PROVIDING AN EFFECTIVE DATE

K. Resolution Approving Second Sixty (60) Day Extension of Employee Interchange Agreement with Monroe County - **TAB 14** (John Quick, Interim Village Attorney)

A RESOLUTION OF THE VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA, APPROVING A RENEWAL OF THE EMPLOYEE INTERCHANGE AGREEMENT WITH MONROE COUNTY, FLORIDA FOR AN ADDITIONAL SIXTY (60) DAYS; AND PROVIDING AN EFFECTIVE DATE

X. RESOLUTIONS

A. Resolution to Establish Rideshare Services Selection Panel - **TAB 15** (Ed Koconis, Interim Village Manager)

A RESOLUTION OF THE VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA, ESTABLISHING A RIDESHARING SERVICE ADVISORY SELECTION PANEL; DEFINING ITS DURATION, COMPOSITION, DUTIES AND RESPONSIBILITIES; PROVIDING THE PARAMETERS OF STAFF PARTICIPATION; AND PROVIDING FOR AN EFFECTIVE DATE

XI. ORDINANCES

A. Ordinance Calling for a Referendum to Revise Term Limits - **TAB 16** (John Quick, Interim Village Attorney)

AN ORDINANCE OF ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA, CALLING FOR A REFERENDUM VOTE TO BE HELD WITH THE PRESIDENTIAL PREFERENCE PRIMARY ELECTION ON TUESDAY, MARCH 19, 2024; PROVIDING FOR SUBMISSION TO THE ELECTORS OF PROPOSED AMENDMENTS TO THE VILLAGE CHARTER PERTAINING TO TERM LIMITS; PROVIDING FOR PLACEMENT ON THE BALLOT; PROVIDING FOR REQUISITE BALLOT LANGUAGE; PROVIDING FOR NOTICE OF ELECTION;
PROVIDING FOR AUTHORIZATION OF VILLAGE CLERK AND FOR VILLAGE CANVASSING BOARD; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CHARTER/CONFORMITY OF AMENDMENT; AND PROVIDING FOR AN EFFECTIVE DATE

XII. MOTIONS

A. Motion to Consider Appointment of David Petkovich to the Nearshore Water Regulations Citizens Advisory Committee - **TAB 17** (Peter Frezza, Environmental Resources Manager)

A MOTION OF THE VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA, APPROVING THE APPOINTMENT OF DAVID PETKOVICH TO THE NEARSHORE WATER REGULATIONS CITIZENS ADVISORY COMMITTEE

XIII. 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: November 7, 2023
SUBJECT: **Publix/Village Reusable Bag Initiative (Council Member Rosenthal)**

Background:

Analysis:

Budget Impact:

Staff Impact:

Recommendation:

Attachments: None

Council Communication

To: Mayor and Village Council
From:
Date: November 7, 2023
SUBJECT: **Richard Clark-Monroe County Transit Director - TAB 1**

Background:

Analysis:

Budget Impact:

Staff Impact:

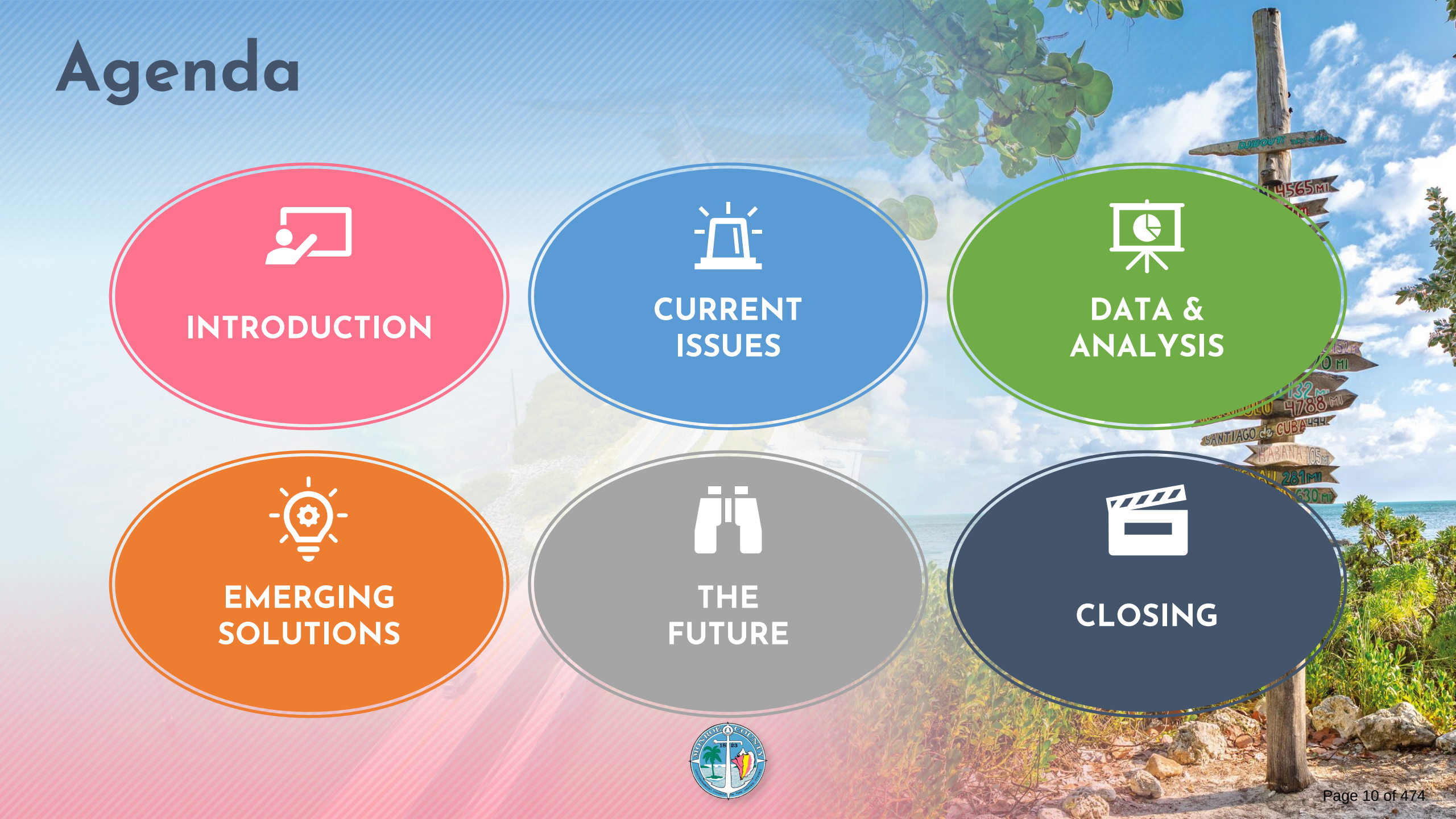
Recommendation:

Attachments: 1. 230919_MCT - October Presentation

MONROE COUNTY TRANSIT

Annual Transit Meeting

Agenda



- INTRODUCTION
- CURRENT ISSUES
- DATA & ANALYSIS
- EMERGING SOLUTIONS
- THE FUTURE
- CLOSING

INTRODUCTION

Why are we here today?
?
WE NEED TO DO BETTER

Where
Why
When
A year ago we started a process to understand our starting point
Who
How

CURRENT ISSUES

What We've Learned...

The System is Fragmented

- Safety
- Infrastructure Needs
- Service Groups
- Frequency
- Wait Times
- Hours

This is Not Uncommon…

All agencies experience these problems… ***We see them as opportunities***

DATA & ANALYSIS

This is How We Learned…

Engagement

Ridership

Demographics

Field Reviews

3rd Party Experts

Surveys

Coverage

LKS & MOT

Field Work

Conducted origin to destination surveys

Spoke with riders And operators

Key West to Florida City requires 4 apps to navigate

EMERGING SOLUTIONS

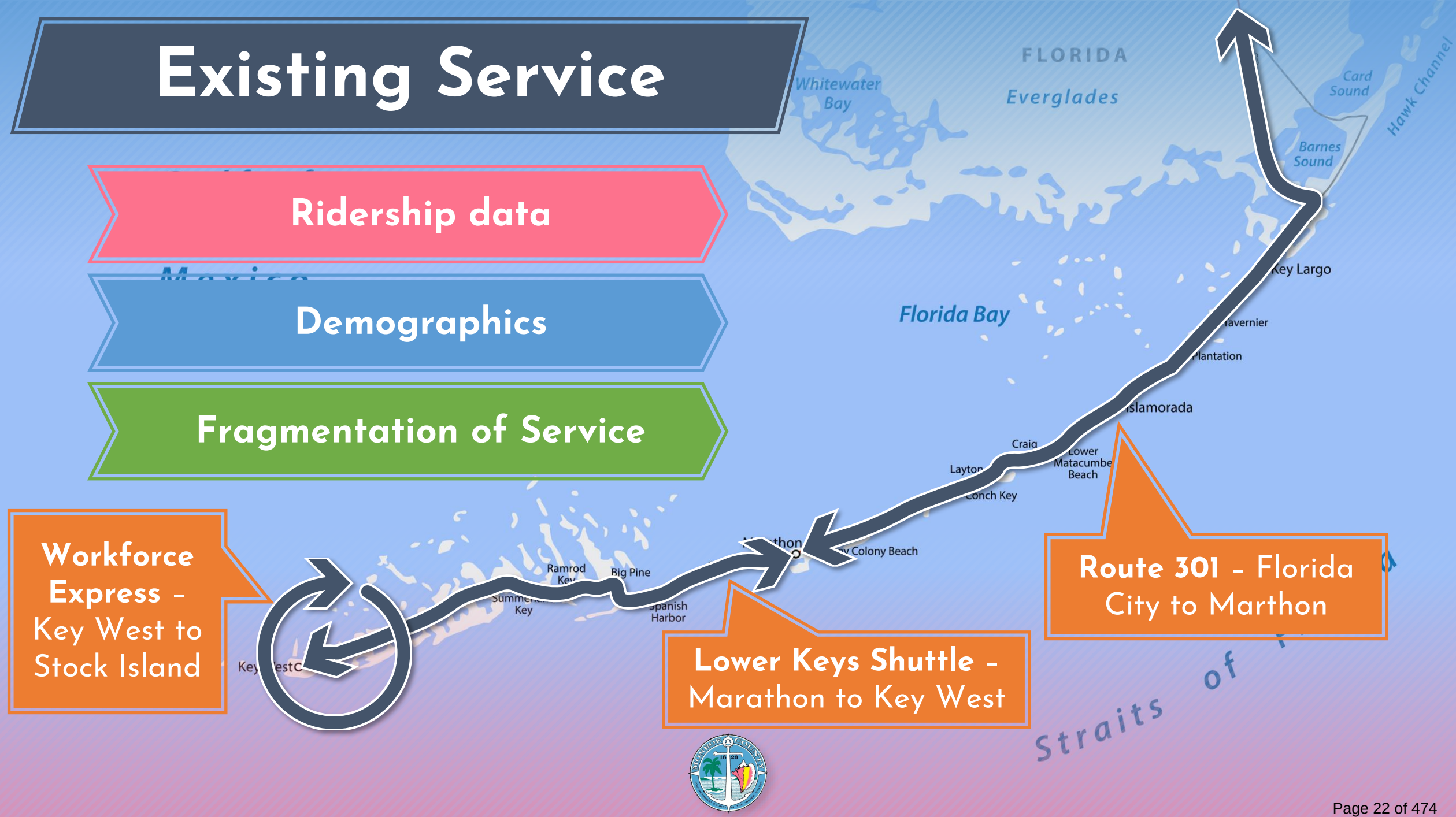
Key West-Stock Island Workforce Express Route

Existing Service

Ridership data

Demographics

Fragmentation of Service



Workforce Express – Key West to Stock Island

Lower Keys Shuttle – Marathon to Key West

Route 301 – Florida City to Marthon

The Path Forward...

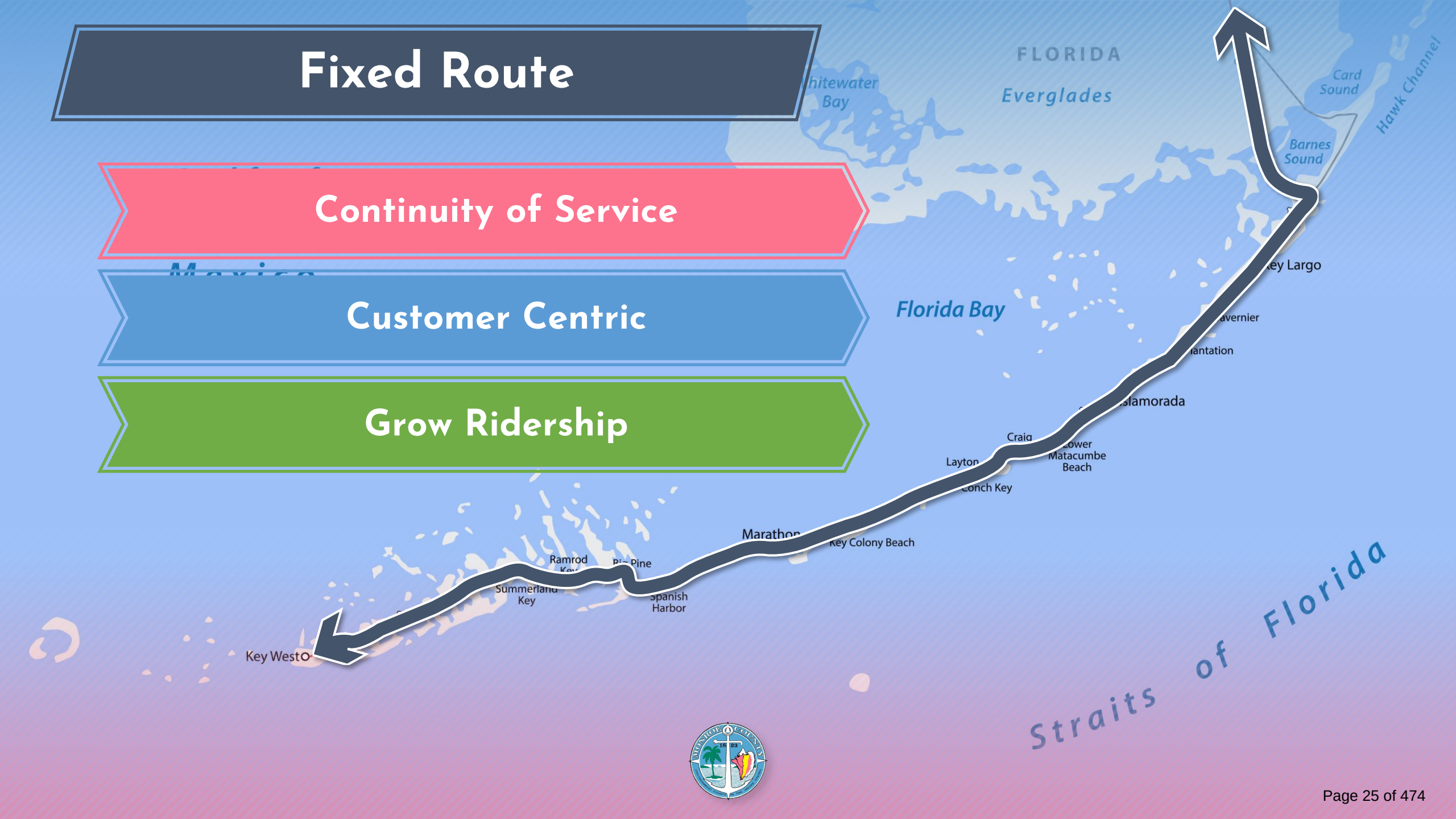
THE FUTURE

Fixed Route

Continuity of Service

Customer Centric

Grow Ridership

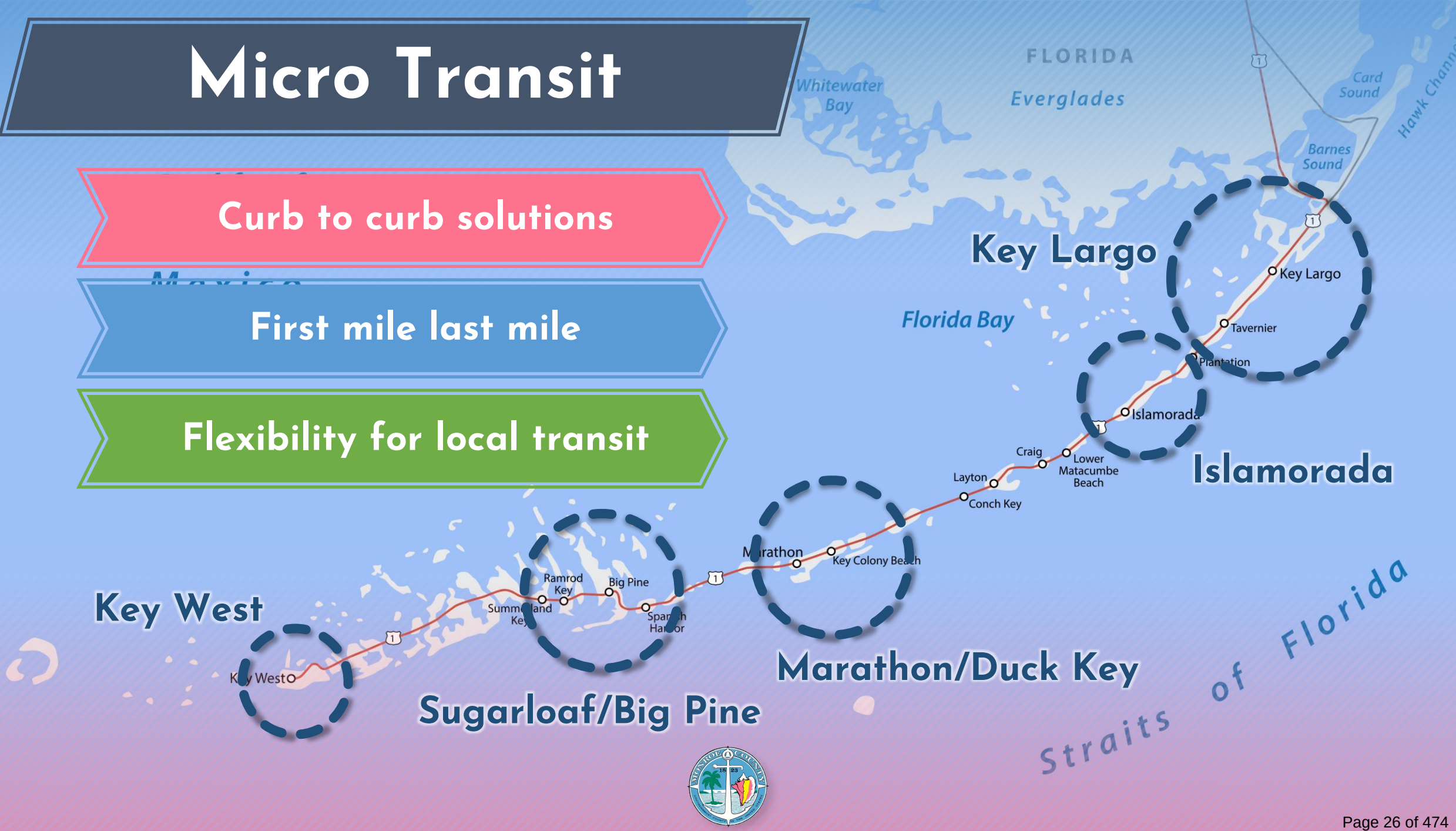


Micro Transit

Curb to curb solutions

First mile last mile

Flexibility for local transit



Funding Options:

State & Federal Opportunities to Leverage

FTA

Formula Funds: 5307, 5310, 5311, 5339

Discretionary: RAISE, Low-No, INFRA, PROTECT

FDOT

State Block Grant, Transit Corridor Program, TRIP, Service Development

FCTD

Allocation: Trip & Equipment

Discretionary: Innovative Service Development

Next Steps:

Organizational Framework:

Develop and adopt a Transit Development Plan for Monroe County to serve as the 10-year horizon strategic blueprint.

Regulations & Programs

Grantees have a responsibility to comply with statutory and regulatory requirements associated with the management of federally and state assisted grant programs

Requirements

FTA and FDOT monitor grants to confirm that grantees establish and follow federally mandated procedures

Summary of Service Recommendations:

Overseas Highway:
Enhance existing fixed routes with one direct route from Key West to Florida City without transfers

Workforce Express:
Augment existing express service with additional service hours

Microtransit:
Expand service zones throughout the county

Conch

First/Last Mile
Pop-up Food
Micro-mobility
SUSHI
Coach

TOPS

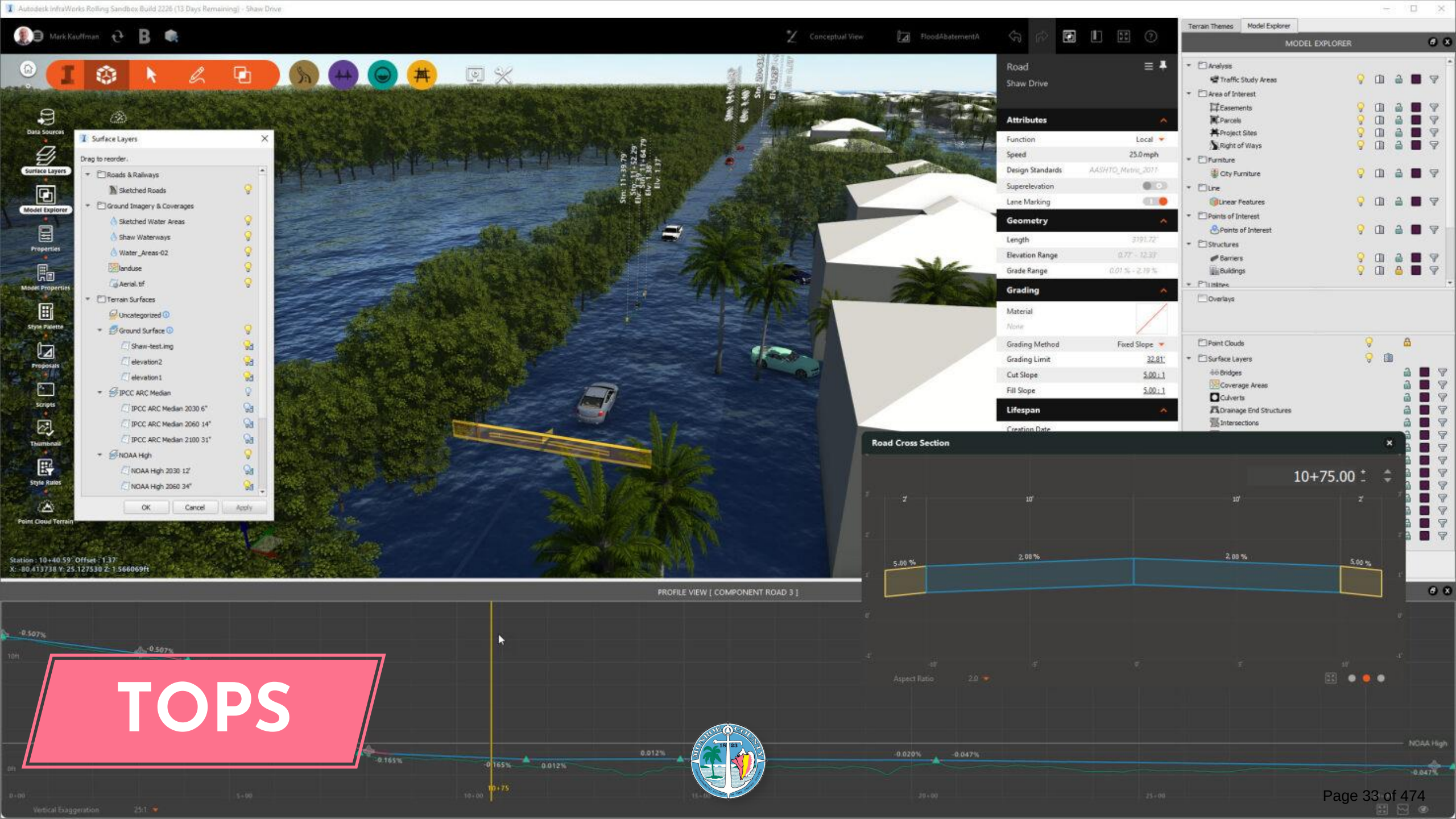
Tool for transportation planning and collaboration platform, 3D contextual model of the region

Visualize, monitor, and foster climate resilient capital improvements in the existing transportation systems within Monroe County

Data driven, collaborative, resilience planning for Monroe County's Transportation investments

The 'Digital Twin' provides a virtual 3D model and corresponding dataset that mirrors the real-world environment in Monroe County.

First unified platform where both "island chain" macro analysis and detailed pedestrian scale improvements can be easily visualized and understood.


Surface Layers
Drag to reorder.
Roads & Railways
Sketched Roads
Ground Imagery & Coverages
Sketched Water Areas
Shaw Waterways
Water_Areas-02
landuse
Aerial.tif
Terrain Surfaces
Uncategorized
Ground Surface
Shaw-test.img
elevation2
elevation1
IPCC ARC Median
IPCC ARC Median 2030 6"
IPCC ARC Median 2060 14"
IPCC ARC Median 2100 31"
NOAA High
NOAA High 2030 12"
NOAA High 2060 34"
OK
Cancel
Apply
Road
Shaw Drive
Attributes
Function
Local
Speed
25.0 mph
Design Standards
Superelevation
Lane Marking
Geometry
Length
Elevation Range
Grade Range
Grading
Material
Grading Method
Fixed Slope
Grading Limit
32.81'
Cut Slope
5.00 : 1
Fill Slope
5.00 : 1
Lifespan
Creation Date
MODEL EXPLORER
Analysis
Traffic Study Areas
Area of Interest
Easements
Parcels
Project Sites
Right of Ways
Furniture
City Furniture
Line
Linear Features
Points of Interest
Points of Interest
Structures
Barriers
Buildings
Overlays
Point Clouds
Surface Layers
Bridges
Coverage Areas
Culverts
Drainage End Structures
Intersections
Road Cross Section
10+75.00
5.00 %
2.00 %
2.00 %
5.00 %
PROFILE VIEW [COMPONENT ROAD 3]
NOAA High
TOPS

CLOSING

Conch

THANK YOU

Questions & Answers

Council Communication

To: Mayor and Village Council
From:
Date: November 7, 2023
SUBJECT: **Nearshore Water Regulations Advisory Committee Report- Chair Dianne Harbaugh - TAB 2**

Background:

Analysis:

Budget Impact:

Staff Impact:

Recommendation:

Attachments: 1. Nearshore Water Committee Report 10.24.2023

The Islamorada Near Shore Water Citizen's Advisory Committee met on October 24, 2023.

- The committee heard updates from the Sheriff's Department on derelict vessels and the new process for tagging and processing those vessels.
- The committee received a staff update that all permits have been acquired and contractors procured to install new buoys at the White Marlin Beach Vessel Exclusion Zone. The installation of the new buoys should be completed within the next few weeks. The committee continues to support staff and homeowners and will support the forthcoming amendment to the ordinance outlining the changes to the zoning of the vessel exclusion zone when it is brought to council for consideration in the near future.
- There were no major updates on the Florida Keys National Marine Sanctuary, however, the committee did review the recommendations of the Sanctuary Advisory Councils new Buoy Working Group. The committee also continues to have significant concerns regarding boater safety at Tavernier Creek and respectfully requests that Council direct staff to coordinate with the appropriate agency staff at the County, state and federal levels to provide recommendations for the establishment of a new idle speed zone at Tavernier Creek.
- The committee continues to seek feedback about the efficiency of the recently installed Whale Harbor Channel Idle Speed Zone signage before requesting any additional signage or buoys for this area from Council.
- The committee discussed the proposed guide boat ramp at Founders Park and other management alternatives. The committee continues to support guide access to the existing boat ramp at Founders Park as the most cost effective and environmentally responsible option to protect working waterfront for the guide community in Islamorada. While there are no recent updates on this discussion for the Council since the last committee meeting, the committee will engage when appropriate as the charge is led by local guides to continue this discussion regarding use of the Founders Park boat ramp.
- The committee welcomes its new members and encourages members of the public interested in the issues facing our nearshore waters of Islamorada to apply to join this committee.

Council Communication

To: Mayor and Village Council
From: Paige Presnell, Member
Date: November 7, 2023
SUBJECT: **Workforce/Affordable Housing Committee Report - Chair Paige Presnell - TAB 3**

Background:

Analysis:

Budget Impact:

Staff Impact:

Recommendation:

Attachments: 1. Workforce Update

Workforce/Affordable Housing Committee Update

October 2023

The Committee met on October 16, 2023. This was our first meeting with the new members. Everyone introduced themselves and provided a little background. The Committee elected a new Chair and Vice Chair. Paige Presnell was elected Chair and Don Horton was elected Vice Chair.

There was discussion of creating a work plan that would assist in Affordable Housing compliance. This will be an ongoing task that staff would help with. Current compliance plans are not being enforced or verified and with the addition of 300 units this is a must. There was discussion about putting teeth in the code to enforce compliance. The Committee also discussed the difficulty in enforcing the affordability of homesteaded properties.

There was some discussion regarding the Live Local Act and its effect on the Village and Affordable Housing. Rebecca Jetton presented the proposed Comprehensive Plan Amendment which distributes the 300 units over 10 years with the ability to borrow forward. The Committee talked about the benefits and drawbacks of borrowing forward. The Committee liked the idea of borrowing forward from the back end of the 300 on a project-by-project basis.

Finally, Staff discussed the inventory of Village owned properties suitable for use for affordable housing under the Live Local Act. There was also a brief discussion regarding holding a joint meeting with LPA in the future.

Council Communication

To: Mayor and Village Council
From:
Date: November 7, 2023
SUBJECT: **Discussion Regarding 186 S. Airport Road (Council Member Rosenthal)**

Background:

Analysis:

Budget Impact:

Staff Impact:

Recommendation:

Attachments: None

Council Communication

To: Mayor and Village Council
From:
Date: November 7, 2023
SUBJECT: **Discussion Regarding Council Compensation Referendum (Vice Mayor Mahoney)**

Background:

Analysis:

Budget Impact:

Staff Impact:

Recommendation:

Attachments: None

Council Communication

To: Mayor and Village Council
From:
Date: November 7, 2023
SUBJECT: **New Manager Job Description and Pay Scale Drafted by Weiss Serota (Council Member Jolin)- TAB X**

Background:

Analysis:

Budget Impact:

Staff Impact:

Recommendation:

Attachments: 1. Tab X

EMPLOYMENT AGREEMENT
VILLAGE MANAGER

This Employment Agreement (the "Agreement") is made and entered into this 9 day of June, 2022, between Islamorada, Village of Islands, Florida, a Florida municipal corporation, (the "Village") and Thomas T. Yates ("Yates" or "Village Manager").

RECITALS:

WHEREAS, Section 7(3) of the Village Charter (the "Charter") requires that there shall be a Village Manager, who shall be the Chief Administrative Officer of the Village; and

WHEREAS, the Village desires to employ the services of Yates as Village Manager and Yates wishes to accept this employment.

NOW, THEREFORE, in consideration of the promises and mutual covenants contained in this Agreement the parties agree as follows:

Section 1. Duties.

1.1 The Village agrees to employ Yates as Village Manager to perform the functions and duties specified in the Village's Charter and applicable sections of the Village Code and to perform other legally permissible and proper duties and functions without interference.

1.2 The Village Manager is the Chief Administrative Officer of the Village and shall faithfully perform the duties as prescribed in the Village's Charter and applicable sections of the Village Code and shall comply with all lawful governing body directives, state and federal law, Village policies, rules and ordinances as they exist or may hereafter be amended.

1.3 The Village Manager shall carry out the policy directives of the Village Council and shall perform such other legally permissible, ethical, and proper duties as may be assigned by the Village Council from time to time. All duties assigned to the Village Manager by the Village Council shall be appropriate to and consistent with the professional role and responsibility of the Village Manager.

1.4 With regard to other employees of the Village, it shall be the duty of the Village Manager to:

(i) Employ on behalf of the Village all other employees of the organization consistent with the policies of the governing body and the ordinances and charter of the Village.

(ii) Direct, assign, reassign and evaluate all of the employees of the Village consistent with policies, ordinances, Charter, state and federal law.

(iii) Organize, reorganize and arrange the staff of the Village and to develop and establish internal regulations, rules and procedures which the Village Manager deems necessary for the efficient and effective operation of the Village consistent with the lawful directives, policies, ordinances, state and federal law.

(iv) Accept all resignations of employees of the Village consistent with the policies, ordinances, state and federal law, except the Village Manager's resignation which must be accepted by the Village Council.

1.5 The Village Manager cannot be reassigned from the position of Village Manager to another position without his express written consent. In the event the Village Council determines that the Village Manager should be reassigned to another position, the Village Council will provide the Village Manager with at least thirty (30) days' notice of such reassignment.

1.6 The Village Council, individually and collectively, shall refer in a timely manner all substantive criticisms, complaints and suggestions called to their attention to the Village Manager for study and/or appropriate action.

Section 2. Salary.

2.1 The Village Manager shall receive an initial annual salary in the amount of $200,000.00 payable in equal installments in accordance with the Village's existing pay periods.

2.2 The Village Manager agrees and understands that he will not receive any increase in salary for a period of eighteen (18) months subsequent to his employment with the Village. Subsequent thereto, his salary shall be adjusted from time to time by cost-of-living adjustments consistent with any across-the-board adjustments provided to other Village employees.

2.3 The Village Manager agrees and understands that he will not receive any increase in salary for a period of eighteen (18) months subsequent to his employment with the Village. Subsequent thereto, this agreement shall be automatically amended to reflect any salary adjustments that are provided or required by the Village's compensation policies to include all salary adjustments on the same basis as applied to other employees of the Village.

2.4 At any time during the term of the Agreement, the Village may, in its discretion, review and adjust the salary of the Village Manager, but in no event shall the Village Manager be paid less than the salary set forth in Section 2.1 of the Agreement except by mutual written agreement between the Village Manager and the Village. Such adjustments, if any, shall be made pursuant to a lawful Village Council action. In such event, the Village Manager and the Village agree to provide their best efforts and reasonable cooperation to execute a new agreement incorporating the adjusted salary.

Section 3. Relocation Expenses.

3.1 Village Manager shall be entitled to a lump sum relocation allowance of Fifteen Thousand Dollars ($15,000.00) in recognition of the Village Manager's need to relocate to the area. The Village Manager will provide the Village with receipts related to his relocation for the purposes of reimbursement. Said sum shall be payable to the Village Manager upon full execution of this Agreement.

Section 4. Housing.

4.1 Village Manager shall be entitled to a housing allowance of Four Thousand Dollars ($4,000.00) per month as part of the overall compensation as the Village Manager. The housing allowance shall commence and be payable to the Village Manager within the first pay period of August 2022.

Section 5. Performance Evaluations.

5.1 The Village Council shall evaluate the Village Manager every six (6) months for the first eighteen (18) months of his employment, if this Agreement is still in effect and has not been terminated as provided for herein. Thereafter, if the Agreement has not been terminated, the Village shall annually evaluate the performance of the Village Manager within 30 days of the Anniversary Date (i.e., August 1).

5.2 The evaluation specified in Section 5.1 shall be based upon (i) the Village Manager's performance of the duties specified in Section 1 and the Village Manager's achievements of the Village Council's policy directives.

Section 6. Insurance/Retirement Benefits/Life Insurance.

6.1 Village Manager shall receive the benefits currently provided to Village employees for health insurance to include vision, life insurance, dental insurance, and retirement benefits as outlined in the Village's Employee's Policies and Procedures Manual dated October 1, 2018 (the "Manual").

6.2 Village Manager shall pay the sum of One Hundred and Twenty-Five Dollars ($125.00) bi-weekly towards a "Family" plan of the group benefits identified in Section 6.1 above.

6.3 Except as otherwise provided in this Agreement, the Village Manager shall be entitled to the level of benefits enjoyed by and/or available to other employees of the Village as provided by the Village's policies, Charter, ordinances, or personnel rules and regulations or other practices.

6.4 Should the Manual be amended by action of the Village Council, the Village Manager's benefits listed in Section 6.1 shall be changed to match those benefits provided in the amended Manual,

Section 7. Professional Dues and Expenses.

7.1 The Village agrees to budget and pay for professional dues and subscriptions of the Village Manager necessary for continuation and full participation in national, regional, state and local associations and organizations necessary and desirable for the Village Manager's continued government management and government finance professional participation, growth and advancement and for the good of the Village.

7.2 The Village acknowledges the value of having the Village Manager participate and be directly involved in local civic clubs or organizations. Accordingly, the Village shall pay for the reasonable membership fees and/or dues to enable the Village Manager to become an active member in local civic clubs or organizations.

7.3 The Village recognizes that certain expenses of a non-personal but job-related nature are incurred by the Village Manager and agrees to reimburse or to pay said general expenses. Such expenses may include meals where Village business is being discussed or conducted and participation in social events of various organizations when representing the Village. Such expenditures are subject to annual budget constraints as well as state and Village ethics and purchasing policies. The Finance Director is authorized to disburse such moneys upon receipt of duly executed expense or petty cash vouchers, receipts, statements or personal affidavits.

Section 8. Automobile.

8.1 The Village shall reimburse the Village Manager at the IRS standard mileage rate for any business use of his personal vehicle.

Section 9. Annual Leave, Sick Leave and Holidays.

9.1 The Village Manager shall continue to receive the benefits currently provided to Village employees for annual leave, sick leave and holidays as outlined in the Manual.

9.2 The Village Manager's accrual of the benefits specified in Subsection 9.1 shall be based upon the Village Manager's initial employment date with the Village of August 1, 2022.

9.3 The Village Manager shall accrue sick leave and vacation leave at the rate provided or available to any other employees of the Village and under the same rules and provisions applicable to other employees.

Section 10. Travel.

10.1 The Village agrees to budget and pay for travel and associated expenses of the Village Manager for professional and official travel, meetings and occasions to adequately continue the professional development of the Village Manager and to pursue necessary official functions for the Village, including but not limited to national, regional, state and local governmental associations, groups and committees in which the Village Manager serves as a member.

10.2 The Village also agrees to budget and pay for travel and associated expenses of the Village Manager for short courses, institutes and seminars that are necessary for the Village Manager's professional development and for the good of the Village.

Section 11. Equipment.

11.1 Recognizing the importance of constant communication and maximum productivity, the Village shall provide the Village Manager, for business and personal use, a laptop computer, software, mobile phone/personal digital assistant and/or tablet computer for business and personal use required for the Village Manager to perform his duties and to maintain communication with Village staff and officials as well as other individuals who are doing business with the Village. Upon termination of the Village Manager's employment, the equipment described herein shall be returned to the Village.

Section 12. Days.

12.1 Unless otherwise specified, any reference to days in this Agreement shall mean calendar days.

Section 13. Indemnification.

13.1 To the extent permitted by law, the Village shall defend, save harmless, and indemnify the Village Manager against any action, claim, demand or other legal action, whether groundless or otherwise arising directly or indirectly out of the Manager's duties or position with the Village.

13.2 The aforesaid indemnification only applies to the extent that the costs, expenses or damages exceed monies covered by insurance including attorneys' fees.

13.3 Notwithstanding the provision of Section 13.1, the Village shall not be obligated to indemnify or save harmless the Village Manager from claims of any nature arising out of the malfeasance of the Village Manager, or from injury or property damage caused by the intentional misconduct of the Village Manager.

13.4 This indemnification provision shall survive the termination of this Agreement.

Section 14. Bonds.

14.1 The Village shall pay for the cost of any fidelity or other bonds for the Village Manager required by any law, ordinance or the Village Charter.

Section 15. Reduction of Compensation.

15.1 The Village Council shall not at any time during the term of this Agreement reduce the salary provided to the Village Manager below any percentage equally applied to all employees during the annual budget process.

15.2 The Village Council shall not at any time during the term of this Agreement reduce the benefits provided to the Village Manager below those that are equally applied to all employees during the annual budget process.

Section 16. Employment Exclusive.

16.1 The Village Manager shall be considered a full-time employee of the Village and shall remain in the exclusive employ of the Village and shall not accept any other employment during the Term of this Agreement without the prior approval of the Village Council.

Section 17. Term.

17.1 The term of this Agreement shall be for an initial period of one (1) year from August 1, 2022 to August 1, 2023, unless terminated by either the Village Council or Village Manager, as provided for in Sections 18-21 of this Agreement.

17.2 Prior to separating from the Village, the Village Manager agrees to participate in an exit interview in order to provide feedback concerning his experience working at the Village, his reasons for leaving and ideas for improvement.

17.3 For purposes of this Agreement, the Village Manager's Anniversary Date shall be August 1.

17.4 If this Agreement is not terminated prior to the Anniversary Date, then it shall automatically be renewed on its Anniversary Date for one (1) year terms unless terminated in accordance with the provisions of Sections 18-21 of this Agreement.

Section 18. Termination.

18.1 In accordance with the Charter, the Village Manager shall serve at the pleasure of the Village Council. Nothing in this Agreement shall prevent, limit or otherwise interfere with the right of the Village Council to terminate this Agreement at any time.

18.2 For the purposes of this Agreement, termination shall occur when the majority of the Village Council votes to terminate the Village Manager in accordance with the provisions of Section 7(2) of the Charter at a properly posted and duly authorized public meeting.

Section 19. Termination Without Cause.

19.1 If the Village, citizens or legislature acts to amend any provisions of the Charter pertaining to the role, powers, duties, authority, responsibilities of the Village Manager's position that substantially changes the form of government, the Village Manager shall have the right to declare that such amendments constitute termination.

19.2 If the Village reduces the base salary, compensation or any other financial benefit of the Village Manager, unless it is applied in no greater percentage than the average reduction of all department heads, such action shall constitute a breach of this agreement and will be regarded as a termination.

19.3 If the Village Manager resigns following an offer to accept resignation, whether formal or informal, by the Village as representative of the majority of the governing body that the Village Manager resign, then the Village Manager may declare a termination as of the date of the suggestion.

19.4 If the Village Manager is unable for a consecutive period of 60 days to perform his duties as specified in Section 1 of this Agreement due to disability, sickness, accident, or injury, as certified by a physician, the Village Council may elect to terminate this Agreement. In the event of the Village Manager's death, this Agreement shall be deemed terminated.

Section 20. Termination For Cause.

20.1 If the Village Manager is terminated for cause, the Village shall have no obligation to pay severance under this section.

20.2 For the purposes of this Section "for cause" shall be defined as: (i) breach by the Village Manager of any material term or condition of this Agreement, (ii) violation of any applicable laws or codes, (iii) misconduct, (iv) gross insubordination or (v) willful neglect of the duties specified in this Agreement; or conviction of a felony or plea of no contest to a felony.

Section 21. Resignation.

21.1 In the event that the Village Manager voluntarily resigns his position with the Village, the Village Manager shall provide a minimum of thirty (30) days' written notice unless the Village and Village Manager agree otherwise in writing.

21.2 If the Village Manager resigns, then the Village is not obligated to pay severance under Section 22; however, the Village Manager shall be compensated for all sick leave, vacation leave and all paid holidays at the Village Manager's rate of pay in effect at the time of separation, in accordance with policies and procedures established for all employees of the Village.

Section 22. Severance.

22.1 Severance shall be paid to the Village Manager when employment is terminated as defined in Section 19 (Termination without Cause).

22.2 If the Village Manager is terminated as defined in Section 19, the Village shall provide a minimum severance payment equal to twenty (20) weeks' salary at the then current rate of pay. This severance shall be paid in a lump sum or in a continuation of salary on the existing biweekly basis, at the Village Manager's option.

22.3 The Village Manager shall also be compensated for all sick leave, vacation leave, and all paid holidays at the Village Manager's current rate of pay, in accordance with policies and procedures established for all employees of the Village.

22.4 The Village Manager shall provide the Village direction as to payment by lump sum or installment payments within 30 days of termination or resignation.

Section 23. Conflict of Interest Prohibition.

23.1 Village Manager shall not without the express prior approval of the Village Council, individually, as a partner, joint venturer, officer or shareholder, invest or participate in any business venture conducting business in the corporate limits of the Village, except for stock ownership in any company whose capital stock is publicly held and regularly traded.

23.2 The Village Manager shall abide by the provisions of Chapter 112, Florida Statutes, the Code of Ethics for Public Officers and Employees.

23.3 The Village Manager shall timely file statutory disclosures of financial interests as required by Chapter 112, Florida Statutes.

Section 24. Confidentiality

24.1 The Village Manager shall not disclose to any person, party or entity any confidential, proprietary, time-sensitive, or non-public information relating to the Village or its operations unless required by law to do so.

Section 25. Miscellaneous Provisions.

25.1 Complete Agreement. It is understood and agreed that this document incorporates and includes all prior negotiations, correspondence, conversations, agreements, or understandings applicable to the matters contained herein and that the parties agree that there are no commitments, agreement, or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written.

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

25.3 Severability. If any provision, or any portion thereof, contained in this Agreement is held to be unconstitutional, illegal, invalid, or unenforceable, the remainder of this Agreement, or portion thereof, shall not be affected and shall remain in full force and effect.

25.4 No Waiver. The waiver by either party of a breach of any provision of this Agreement by the other shall not operate or be construed as a waiver of any subsequent breach by that party.

25.5 Non-Assignment. The rights and obligations herein granted are personal in nature and cannot be transferred or assigned by the Village Manager.

25.6 Governing Law. Florida law shall govern this Agreement and any litigation which may arise from this Agreement shall be filed and litigated in the Circuit Court in and for Monroe County, Florida, Upper Keys Division or, if in Federal Court, in the Southern District of Florida.

25.7 Waiver of Jury Trial. Both the Village and the Village Manager knowingly, voluntarily, and irrevocably waive their right to a trial by jury in any civil proceedings that may be initiated by either party with respect to any term or condition of this Agreement.

25.8 Notice. Notice to either party shall be deemed given if sent by certified mail, return receipt requested, by recognized public or private postal facilities, by hand delivery or delivered at a Village Council meeting. Notice shall be sent as follows:

For the Village: Mayor
Islamorada, Village of Islands
86800 Overseas Highway
Islamorada, FL 33036
Telephone: (305) 664-6400
Facsimile: (305) 664-6464

With a copy to: Village Attorney
Islamorada, Village of Islands
86800 Overseas Highway
Islamorada, FL 33036
Telephone: (305) 664-6400
Facsimile: (305) 664-6464

For the Village Manager: Village Manager
Islamorada, Village of Islands
86800 Overseas Highway
Islamorada, FL 33036
Telephone: (305) 664-6410
Facsimile: (305) 664-6464

IN WITNESS WHEREOF, the Village, by signature of the Mayor as authorized by Council Resolution No. 22-06-43 on 6/2/2022, and Village Manager have signed and executed this Agreement the day and year first above written.

ISLAMORADA, VILLAGE OF ISLANDS

By: _____
Pete Bacheler, Mayor

ATTEST:

_____
Marne McGrath, Village Clerk

Approved as to form and legal sufficiency
For the use of the Village Council only:

_____
Alison F. Smith, Village Counsel

VILLAGE MANAGER

_____
Thomas T. Yates

Council Communication

To: Mayor and Village Council
From:
Date: November 7, 2023
SUBJECT: **Discussion Regarding Tea Table (Council Members Rosenthal and Gregg)**

Background:

Analysis:

Budget Impact:

Staff Impact:

Recommendation:

Attachments: None

Council Communication

To: Mayor and Village Council
From:
Date: November 7, 2023
SUBJECT: **Strategic Plan and Accomplishments (Council Member Gregg)- TAB Y**

Background:

Analysis:

Budget Impact:

Staff Impact:

Recommendation:

Attachments:
1. Adopted_2017-2023_Strategic_Plan 1
2. 2021-03-31-Strategic_Plan_2019_Update-ADA 2

Islamorada, Village of Islands

Strategic Plan 2017-2023

THE VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS

MAYOR JIM MOONEY
VICE MAYOR CHRIS SANTE
COUNCILMAN MIKE FORSTER
COUNCILWOMAN DEB GILLIS
COUNCILWOMAN CHERYL MEADS

VILLAGE MANAGER SETH LAWLESS

Goals | Objectives | Completion Dates

ADOPTED NOVEMBER 16, 2017

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The Purpose

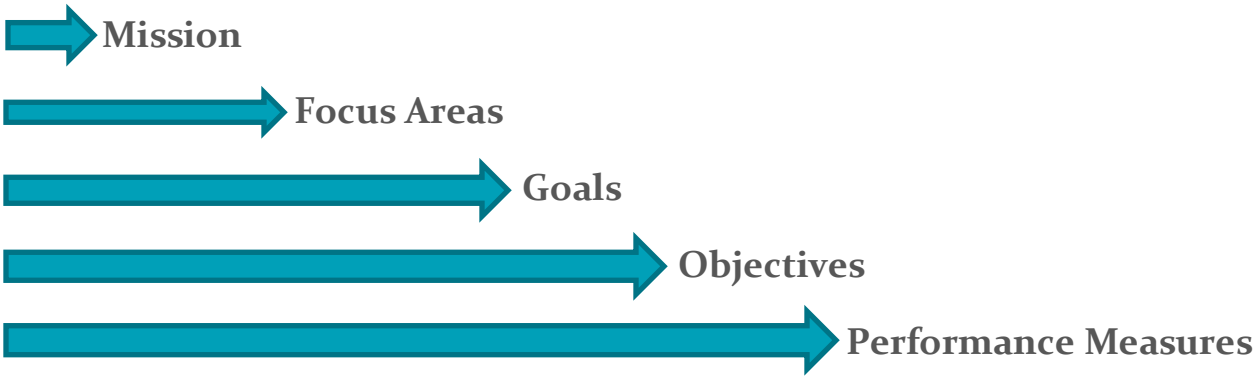
This Strategic Plan is intended as a guiding document to be utilized for annual goal-setting, budgeting and evaluation processes to direct the Village's actions, investments, and engagements with partners from October 1, 2017 to September 30, 2023. By formulating a long-term Strategic Plan, the Village can better focus on prioritized actions and investments required to support its vision of the future.

A good Strategic Plan serves as a roadmap to be used to prioritize resources, both financial and departmental, to achieve the identified goals. The Strategic Plan will serve as a management tool to evaluate performance and progress made by the Village Manager and Village departments to achieve the goals and objectives set forth.

Throughout this document, this Strategic Plan is referenced also as "the Plan".

The Process

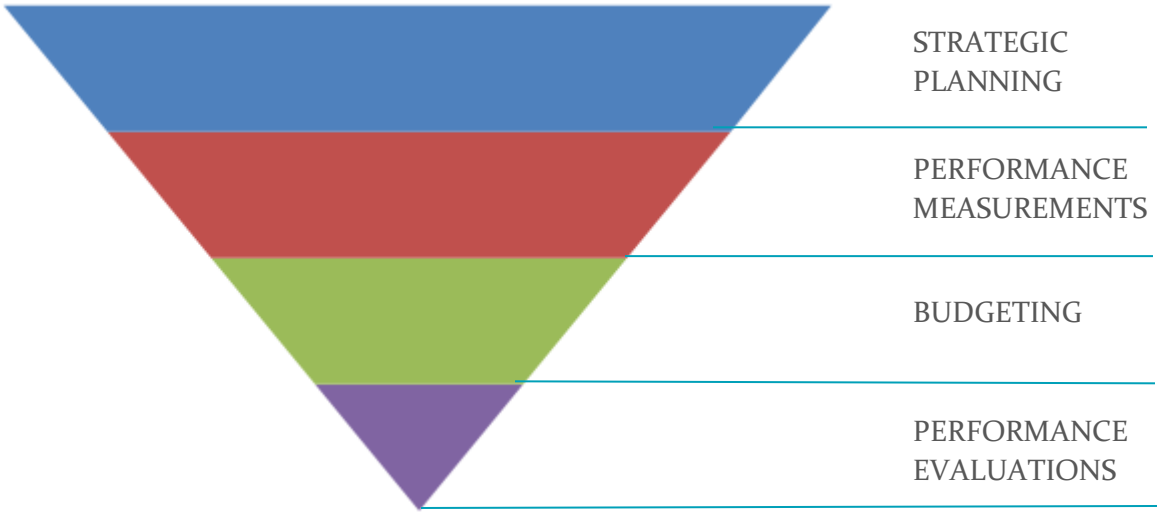
Four public workshops were held during June, July and August 2017. The workshops, held in the Founders Park Community Center, were facilitated by Village Manager Seth Lawless. The process moved forward during the workshops through the following discussion topics: Mission, Focus Areas, Goals, Objectives, Performance Measures.



The planning period of October 1, 2017 to September 30, 2023 was agreed upon by the Village Council. Rather than a traditional 5-year plan, the planning period is based on the milestone of 2023: the year the Florida Keys Area of Critical State Concern is projected to reach maximum build-out capacity.

WORKSHOP #1

Workshop #1 began with the Village Manager's explanation that the strategic planning process would essentially entail a narrowing of the focus, from strategic planning to performance measurements to lead to budgeting and performance evaluations.



The planning period of October 1, 2017 to September 30, 2023 was agreed upon, rather than a traditional 5-year planning period, based on the projected maximum build-out capacity of the Florida Keys Area of Critical State Concern in 2023.

Following identification of the planning period, the initial topic for discussion was the Village's Mission Statement. Mayor Jim Mooney acknowledged that the mission statement was created by the community, that it is a good mission statement and still relevant to this very young community. No changes were recommended or made to the Mission Statement. During discussion of the Mission Statement, it was noted that it is the Village Codes rather than the Mission Statement that must be reviewed and updated to meet the changing needs of the community such as addressing small breweries that did not exist when the Code was written.

To Protect the Resident's Right to Quiet Enjoyment of Life
To Plan for Enhancing Our Village Character
To Preserve Our Community; Its People, Natural Resources, and Pride
To Provide Basic Services to Support our Quality of Life
Islamorada, Village of Islands
Incorporated December 31, 1997

The process would move forward through the following discussion topics: Mission, Focus Areas, Goals, Objectives, Performance Measures. It was noted that Objectives must be measurable and that performance measurements would be developed for each Objective.

The first group exercise was to identify Focus Areas for the Strategic Plan. Following a free-flow of input from Village Council Members, Village staff and community participants, individual topics were identified and then combined into closely related topics to create fifteen agreed upon Focus Areas. (The list was reduced to fourteen with the agreement during Workshop #2 to remove a Civic Engagement category.)

THE FOURTEEN FOCUS AREAS

Land Acquisition/Conservation Properties

Streamline Business Processes/Code Review/Permit Extensions

Parking/Traffic/Public Transportation

Environmental Protection/Water Quality

Financial Condition

Village Character/Business Environment/Branding

Infrastructure/Capital Projects/Parks/Technology

Staffing: recruitment and retention

Disaster Recovery

Sea Level Rise/Climate Change

Election Cycle

Law Enforcement

Affordable Housing

What does 2023 look like?

The second group exercise was to create a SWOT analysis for each Focus Area. The SWOT analysis was a tool used to identify the strengths, weaknesses, opportunities and threats to be considered during the creation of Goals for the Strategic Plan. The SWOT analysis for all Focus Areas begun during Workshop #1 and completed during Workshop #2 is provided as Appendix A.

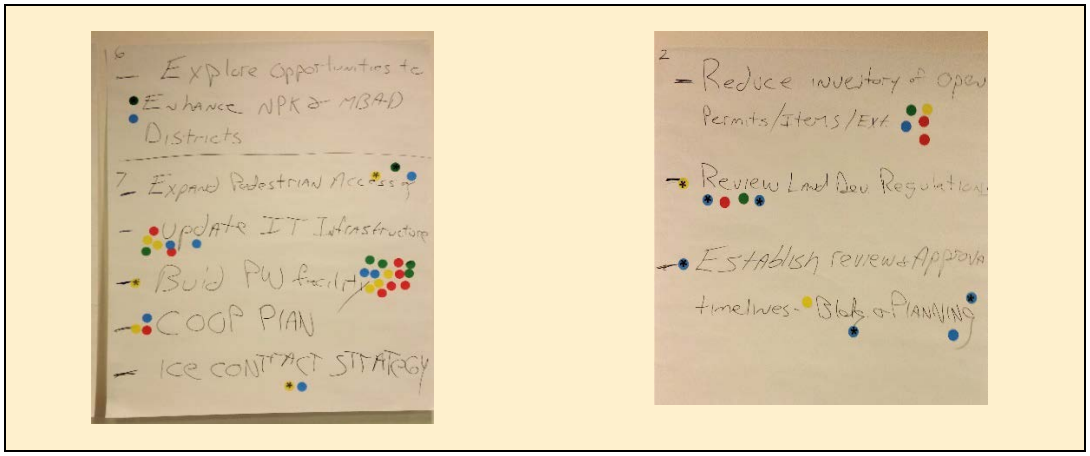
WORKSHOP #2

Completion of the SWOT analyses during Workshop #2 was followed by a review of the progress and accomplishments achieved for the 2014 Strategic Planning Report (Appendix B). Initial discussion was held about the Goals and Objectives to be created during future Strategic Planning Workshops.

WORKSHOP #3

The strategic planning process moved on to the development of Goals to address each of the Focus Areas identified in the first two workshops. The group was encouraged to create Goals based on the SWOT (strengths, weaknesses, opportunities, threats) analyses from the prior workshops (e.g., identifying Goals that build on a strength or eliminate a threat.) Worksheets were provided to all Village Council and staff participants in advance of the meeting to allow time for well thought out Goals to be discussed during the workshop.

Following completion of the goal identification, all Council Members and staff in attendance were given colored dots (of various colors that did not correspond to importance). Direction was given to place a dot next to Goals that they ranked as high priority.



Following completion of the prioritization exercise, Workshop #3 adjourned to allow time for the information to be compiled for presentation at a subsequent workshop.

WORKSHOP #4

At the fourth (final) Strategic Planning Workshop, the last exercise was to determine the Objectives to achieve the Goals identified and ranked at Workshop #3. A document was provided in advance of the meeting that included the rankings of the Goals identified and prioritized in order of highest to lowest rank and included a notation of the Focus Area for each Goal. Five of the Goals had received no votes during the ranking process at Workshop #3 and were noted in the document with a rank of zero. The document with the heading *Prioritization of Goals form July 12, 2017 Workshop* is provided for reference as Appendix C.

The goal of the final workshop was to identify Objectives to accomplish the identified Goals. Village Manager Seth Lawless encouraged Village Council and Village staff to offer SMART (Specific, Measurable, Achievable, Realistic and Time-bound) Objectives. During the workshop, the group completed the process through all Goals that had received three (3) or more votes and six (6) of the goals that had received two (2) votes. Due to time limitation of the workshop, Mr. Lawless received Village Council approval to complete Objectives for the final eight goals that had received one (1) or two (2) votes and have staff create a Strategic Plan for Council input and approval at a future meeting.

COMPLETING THE PROCESS

After the data from the four workshops was compiled and organized, the Village Manager identified the Village department or staff member responsible for the achievement of each Objective and set dates for completion of the Objectives. During drafting of the Strategic Plan, some goals were combined or transitioned closely-related goal. For example, the goal "Research transfer tax" was identified as a Goal during the Workshop and is included in the Strategic Plan as an Objective in Goal #7: "Acquire funding for land acquisition" because the stated intent of the proposed Transfer Tax would be to raise funds for land acquisition purposes.

With the exception of Goal #27 "Ask for more affordable housing permits", the low-ranking Goals that had not been discussed during the Workshop #4 exercise to identify Objectives were not included in the Strategic Plan. Similarly, the Goals that received no votes during the ranking process were not included in the Plan. One higher-ranking Goal "Promote Employee Cross-training" was removed from the Plan during drafting at the discretion of the Village Manager based on the already existing cross-training of Village staff. The Goals that are not in the final Plan are provided as Appendix D.

The final step taken to complete the Strategic Plan was the transfer of the items from the existing Action Report into the Plan. The Action Report contains action items/goals identified by a majority of the Village Council during meetings for which direction has been given to accomplish the action. The former Action Items are clearly noted in the Plan by italicized font.

The Plan

The Strategic Plan is the product of a series of four public workshops attended by all members of the Village Council, Village Department Directors and other key Village staff. The Plan is comprised of 30 Goals organized generally in the order ranked during the workshop process.

The Plan combines the information gathered during the four public workshops into a guiding document to be utilized for annual goal-setting, budgeting and evaluation processes to direct the Village's actions, investments, and engagements with partners from October 1, 2017 to September 30, 2023.

The Strategic Plan is intended to serve as a roadmap to be used to prioritize resources, both financial and departmental, to achieve the identified Goals. The Plan will also serve as a management tool to evaluate performance and progress made by the Village Manager and Village departments to achieve the Goals and Objectives set forth.

For each Goal, the SMART objectives are documented, the responsible department or responsible party are identified and the date for completion of the objective is provided. The Focus Area for each Goal is noted to provide context.

The 14 Focus Areas

Land Acquisition/Conservation Properties

Streamline Business Processes/Code Review/Permit Extensions

Parking/Traffic/Public Transportation

Environmental Protection/Water Quality

Financial Condition

Village Character/Business Environment/Branding

Infrastructure/Capital Projects/Parks/Technology

Staffing: recruitment and retention

Disaster Recovery

Sea Level Rise/Climate Change

Election Cycle

Law Enforcement

Affordable Housing

What does 2023 look like?

		OBJECTIVES	RESPONSIBLE PARTY	COMPLETE BY
GOAL #1	Build a Public Works facility **Infrastructure/Capital Projects/Parks/Technology**	1A: Seek long-term lease of Monroe County facility at MM 89 Oceanside. 1B: Prepare layout. 1C: Determine cost for retrofit. 1D: Identify alternate sites/properties. 1E: Determine cost for retrofit or new construction by April 2018.	1A: Village Manager 1B: Public Works Dept. 1C: Public Works Dept. 1D: Public Works Dept. 1E: Public Works Dept.	1A: June 2018 1B: June 2018 1C: September 2018 1D: September 2018 1E: September 2018
		OBJECTIVES	RESPONSIBLE PARTY	COMPLETE BY
GOAL #2	Stay competitive with like areas **Staffing: recruitment and retention**	2A: Complete a salary and benefits comparison of like areas and Florida Keys municipalities by June 1, 2018.	2A: Human Resources Manager	2A: June 1, 2018
		OBJECTIVES	RESPONSIBLE PARTY	COMPLETE BY
GOAL #3	Uniform bus stops & improvements **Village Character/Business Environment/Branding**	3A: Perform study to determine appropriate locations for bus stops.	3A. Public Works Dept.	3A: April 2018
		OBJECTIVES	RESPONSIBLE PARTY	COMPLETE BY
GOAL #4	More presence on the water **Law Enforcement**	4A: Have local officers boat certified by December 2018. 4B: Support county-wide resolution in support of increased presence on the water by the Florida Fish and Wildlife Commission and Monroe County Sheriff's Office. 4C: Regulate liveaboard vessels.	4A: MCSO 4B: Mayor & Council 4C: Mayor & Council	4A: December 2018 4B: September 2018 4C: September 2019

		OBJECTIVES	RESPONSIBLE PARTY	COMPLETE BY
GOAL #5	Anchoring spot strategies **Environmental Protection /Water Quality**	5A: Research anchoring equipment. 5B: Identify sites for anchoring spots.	5A: Village Manager 5B: Village Manager	5A: September 2019 5B: September 2019
		OBJECTIVES	RESPONSIBLE PARTY	COMPLETE BY
GOAL #6	Update IT infrastructure **Infrastructure/Capital Projects/Parks/Technology**	6A: Connectivity for Public Works building, Park office and Marina office by end of fiscal year 2017-2018. 6B: Create replacement program by end of fiscal year 2018-2019. 6C: Replace audio & video equipment for meetings and broadcasts.	6A: Finance Dept. 6B: Finance Dept. 6C: Finance Dept.	6A: September 2018 6B: September 2019 6C: September 2019
		OBJECTIVES	RESPONSIBLE PARTY	COMPLETE BY
GOAL #7	Acquire funding for land acquisition **Land Acquisition /Conservation Properties**	7A: Research transfer tax and provide report to the Village Council regarding legality. 7B: Utilize transfer tax to purchase conservation properties and buildable upland properties. 7C: Acquire Florida Keys Stewardship Funds dedicated to land acquisition.	7A: Village Attorney 7B: Village Attorney 7C: Village Attorney	7A: November 2018 7B: October 2020 7C: Annually 2018 - 2023
		OBJECTIVES	RESPONSIBLE PARTY	COMPLETE BY
GOAL #8	Bonus policy **Staffing: recruitment and retention**	8A: Gather information from similar municipalities. 8B: Include in Employee Policy to be implemented during fiscal year 2018-2019.	8A: Human Resources Manager 8B: Village Attorney	8A: June 2018 8B: September 2018

		OBJECTIVES	RESPONSIBLE PARTY	COMPLETE BY
GOAL #9	Build-out FCT parks to master plans **Land Acquisition /Conservation Properties**	9A: Plantation Hammocks Preserve 9B: Southwinds Park 9C: Green Turtle Hammock Park 9D: Key Tree Cactus Preserve	9A – 9D: Environmental Resources Manager	9A: September 2023 9B: September 2023 9C: September 2023 9D: September 2023
		OBJECTIVES	RESPONSIBLE PARTY	COMPLETE BY
GOAL #10	Implement traffic & parking study recommendations **Parking/Traffic /Public Transportation**	10A: Address new Publix development and adjoining neighborhood. 10B: **Specifically consider recommendations regarding traffic calming devices on the Old Highway.*	10A: Public Works Dept. 10B: Public Works Dept.	10A: September 2022 10B: June 2018
		OBJECTIVES	RESPONSIBLE PARTY	COMPLETE BY
GOAL #11	Establish expected review and approval timelines for Building and Planning items **Streamline Business Processes /Code Review/Permit Extensions**	11A: Establish expected review and approval timelines for Building and Planning items.	11A: Planning Dept. and Building Dept.	11A: September 2018
		OBJECTIVES	RESPONSIBLE PARTY	COMPLETE BY
GOAL #12	Review of Land Development Regulations **Streamline Business Processes /Code Review/Permit Extensions**	12A: Prepare and publish RFP for consulting services. 12B: Award contract for services. 12C: Complete LDR amendments (*to include possible revisions to: conservation easements, increased floor area ratio for certain properties, parking regulations for commercial uses, long dock regulations, building height increase for sea level rise).*	12A: Planning Dept. 12B: Planning Dept. 12C: Planning Dept.	12A: March 2018 12B: June 2018 12C: June 2019
**Items in italicized font were transferred from the Action Report rather than originating from workshop discussions.*				

		OBJECTIVES	RESPONSIBLE PARTY	COMPLETE BY
GOAL #13	Examine public transportation alternatives **Parking/Traffic/Public Transportation**	13A.	13A.	13A.
		OBJECTIVES	RESPONSIBLE PARTY	COMPLETE BY
GOAL #14	Reduce inventory of open permits/items/extensions **Streamline Business Processes /Code Review/Permit Extensions**	14A: Close old permits. 14B: Implement fines and fees for non-compliance. 14C: Develop policy to limit permit extensions.	14A: Building Dept. 14B: Building Dept. 14C: Building Dept.	14A: March 2018 14B: March 2018 14C: March 2018
		OBJECTIVES	RESPONSIBLE PARTY	COMPLETE BY
GOAL #15	Investigate changes to the election cycle **Election Cycle**	15A: Hold Special Call Village Council Meeting to gather public input regarding change to election cycle. 15B: Meet deadlines for 2018 referendum.	15A: Village Attorney 15B: Village Attorney	15A: March 2018 15B: July 2018
		OBJECTIVES	RESPONSIBLE PARTY	COMPLETE BY
GOAL #16	Review Affordable Housing regulations for relief possibilities **Affordable Housing**	16A: Address during revisions to Land Development Regulations.	16A: Planning Dept.	16A: June 2019
		OBJECTIVES	RESPONSIBLE PARTY	COMPLETE BY
GOAL #17	Greater code enforcement & vacant lot use through visual corridor of US 1 **Village Character/Business Environment/Branding**	17A: Create Regulations to allow use of vacant lots on US 1 for business purposes with the requirement of the installation of opaque fences.	17A: Planning Dept.	17A. September 2018

		OBJECTIVES	RESPONSIBLE PARTY	COMPLETE BY
GOAL #18	Expand Law Enforcement during peak tourist season **Law Enforcement**	18A: Budget additional Funds for extra employee hours during peak times. 18B: Expand enforcement and patrols on the Fills and beaches.	18A: Finance Dept. and Village Council 18B: MCSO	18A: September 2018 18B: October 2018
		OBJECTIVES	RESPONSIBLE PARTY	COMPLETE BY
GOAL #19	Expand pedestrian accesses **Infrastructure/Capital Projects/Parks/Technology**	19A: Complete construction of overhead pedestrian walkway at Founders Park. 19B: Complete construction of temporary overpass for US1 at Coral Shores High School.	19A: Public Works Dept. 19B: Public Works Dept.	19A: December 2019 19B: September 2023
		OBJECTIVES	RESPONSIBLE PARTY	COMPLETE BY
GOAL #20	Seek state & federal funding for water quality projects **Environmental Protection /Water Quality**	20A: Obtain $20M (county-wide) Florida Keys Stewardship funds. 20B: Amend scope of work with the Army Corps of Engineers to obtain additional funding.	20A: Village Council 20B: Finance Dept.	20A: Annually 2018 to 2023 20B: September 2019
		OBJECTIVES	RESPONSIBLE PARTY	COMPLETE BY
GOAL #21	Explore additional Founders Park programming **Infrastructure/Capital Projects/Parks/Technology**	21A: Research additional events at Founders Park. 21B: **Seek ownership of jetty at Founders Park for consideration of development of a fishing/recreation pier.*	21A: Park and Recreation Dept. 21B: Village Manager	21A: September 2018 21B: September 2019
**Items in italicized font were transferred from the Action Report rather than originating from workshop discussions.*				

		OBJECTIVES	RESPONSIBLE PARTY	COMPLETE BY
GOAL #22	Investigate and implement sea level rise infrastructure specifications **Sea Level Rise /Climate Change**	22A: Continue participation in Southeast Florida Climate Change Compact.	22A: Village Council	22A: Annually 2017 to 2023
		OBJECTIVES	RESPONSIBLE PARTY	COMPLETE BY
GOAL #23	Continuity of Operations Plan (COOP) **Disaster Recovery**	23A: Create COOP to be included as an addendum to the Emergency Management Plan. 23B: Write a wastewater component for inclusion in the updated Emergency Management Plan.	23A: Fire Dept. 23B: Wastewater Dept.	23A: May 2018 23B: May 2018
		OBJECTIVES	RESPONSIBLE PARTY	COMPLETE BY
GOAL #24	Be designated an All-American City **What does 2023 look like?**	24A: Apply for All-American City designation.	24A: Village Manager	24A: September 2023
		OBJECTIVES	RESPONSIBLE PARTY	COMPLETE BY
GOAL #25	Increase BPAS points for lot donation **Land Acquisition /Conservation Properties**	25A: Amend BPAS point system to increase number of points for lot donations.	25A: Planning Dept.	25A: September 2018
**Items in italicized font were transferred from the Action Report rather than originating from workshop discussions.*				

		OBJECTIVES	RESPONSIBLE PARTY	COMPLETE BY
GOAL #26	Explore opportunities to enhance business districts (North Plantation Key and Morada Way Art & Cultural District) **Village Character/Business Environment/Branding**	26A: Develop and adopt a Master Plan for the Morada Way Art & Cultural District (**to include additional parking*). 26B: Develop and adopt a Master Plan for North Plantation Key District.	26A: Planning Dept. 26B: Planning Dept.	26A: September 2019 26B: September 2020
		OBJECTIVES	RESPONSIBLE PARTY	COMPLETE BY
GOAL #27	Ask for more Affordable Housing Permits **Affordable Housing**	27A: Ask for more Affordable Housing Permits	27A: Village Council	27A: February 2018
		OBJECTIVES	RESPONSIBLE PARTY	COMPLETE BY
GOAL #28	**Address Plantings and other items placed in rights-of-way* *Action Report Item* **Village Character/Business Environment/Branding**	28A: **Create Right-of-Way Ordinance*	28A: Village Attorney	28A: February 2018
		OBJECTIVES	RESPONSIBLE PARTY	COMPLETE BY
GOAL #29	**Amend Impact Fee Schedule* *Action Report Item* **Financial Condition**	29A: **Amend Impact Fee Schedule*	29A: Village Manager	29A: April 2018
		OBJECTIVES	RESPONSIBLE PARTY	COMPLETE BY
GOAL #30	**Transition from contracted to in-house wastewater operations and maintenance services* *Action Report Item* **Financial Condition**	30A: **Terminate operation portion of Wastewater Agreement.* 30B: **Implement back-up staffing requirements.*	30A: Village Manager 30B: Village Manager	30A: February 2018 30B: February 2018
**Items in italicized font were transferred from the Action Report rather than originating from workshop discussions.*				

Appendix A: SWOT Analysis of the 14 Focus Areas

Land Acquisition/Conservation Properties

Strengths	Weaknesses
State and other funds ROGO Regulatory protection GIS Quality of life	Available funding Willing sellers BPAS ranking system
Opportunities	**Threats**
Enhance recreation Utilize grant writer Public notifications Reduce liability	Cost of property Changing LDRs

Streamline Business Processes/Code Review/Permit Extensions

Strengths	Weaknesses
Close to electronic review implementation Best Practices Accountability	Dissatisfaction with current o time o cost o transparency Perception that it is difficult Need public education
Opportunities	**Threats**
IS-should mapping of processes Undergo 3rd party review of Code Simplify Improve productivity Cost recovery	Staff time and willingness

Parking/Traffic/Public Transportation

Strengths	Weaknesses
Traffic study underway Regional bus service	Drawbridge Federal highway bisects community Weigh station Bus infrastructure
Opportunities	**Threats**
Circulator service Fast ferry Parking code review Bus infrastructure Toll proposal Traffic patterns	Cell phones Abandonment of ROWs Traffic lights

Environmental Protection/Water Quality

Strengths	Weaknesses
Funding Preliminary engineering: o Stormwater projects o Sea Oats Beach o Canal restoration projects Wastewater project completion % Vessel pump-out program (County) Boating Regulations	Funding Staffing Trash and plastic bags Intergovernmental coordination
Opportunities	**Threats**
Funding for Florida Bay Mooring fields/anchoring fields Public education More idle zones Sea Oats Beach	Funding Boats moored without mooring fields Too popular Development pressures Sea level rise and erosion Invasives

Financial Condition

Strengths	Weaknesses
Good ad-valorem tax base Fund balance Low millage rate Sales taxes for infrastructure Grants	Large wastewater debt Wastewater is energy dependent Grant funding
Opportunities	**Threats**
Grant funding New revenue streams	Natural disasters Energy dependent

Village Character/Business Environment/Branding

Strengths	Weaknesses
ROW maintenance program Law enforcement Conservation lands Park Strong design review standards Size of lots/limited land area Cost of land Community events	US-1 dividing city Cost of doing business Traffic o events
Opportunities	**Threats**
Art District/Downtown Incentivize façade improvements Civic engagement North Plantation Key District Bus stops SBA & other resources Code Enforcement Pedestrian & biking improvements	Pro-growth changes to LDRs Corporate influences Lack of parking

Infrastructure/Capital Projects/Parks/Technology

Strengths	Weaknesses
Community Building Administrative Building Parks Marina CityView Three Fire Stations	Lack of land mass Non-confirming businesses Funding Stormwater conveyances Lack of replacement schedule No internet redundancy Limited communications Contract with ICE – four years left
Opportunities	**Threats**
DOT Current studies Pedestrian overpasses CityView Street lighting Contract with ICE, Islamorada Foundation and other vendors	Increase in population DOT Climate change

Staffing: recruitment and retention

Strengths	Weaknesses
Good group now Desirable area Cross trained/many hats FRS One of best employers in the area	Applicant pool Vacation max out Lack of retention of Village Manager No growth opportunities/advancement Competitive remuneration Transportation
Opportunities	**Threats**
Retention strategies Advancement Partner with schools/internships Performance development plans	High cost of living Housing Other agencies

Disaster Recovery

Strengths	Weaknesses
Fire Rescue Public Works Fund balance 3rd party contractors Highly trained staff Public awareness FEMA Mariners Hospital & supporting infrastructure	Dependence on others Complacency One way out Lack of equipment for self-sufficiency COP (continuity of operations) plans
Opportunities	**Threats**
Emergency Management network COP plans Strengthen WW disaster plan	Infrastructure stress (from resources coming in) Homeless population Transportation for those without vehicles Unlicensed contractors Re-entry process unclear

Sea Level Rise/Climate Change

Strengths	Weaknesses
SFRCCC and Islamorada Matters Plan US 1 partnerships (county, state)	Insurance rates Lower Matecumbe elevation Limited options
Opportunities	**Threats**
Infrastructure & LDR changes Living shorelines Communication to population	Economic impact

Election Cycle

Strengths	Weaknesses
2-year terms Requires referendum to change Term limits	2-year terms Long-term planning
Opportunities	**Threats**
Change to longer terms Seats Staggering	Turnover/entire Council could change

Law Enforcement

Strengths	Weaknesses
Own unit from MCSO Interlocal Agreement Chain of command Low crime rate Officer longevity Community support/involvement Village staff & Council support MCSO provides two positions Officers' involvement in community/public relations Sheriff has clear goals and objectives	Peak season demand Inter-agency coordination on the water Presence on the water Other agencies outside Village control Resources
Opportunities	**Threats**
Assist other agencies Continue to lobby (ask for more) Traffic study Utilize overtime	Attrition Housing Traffic issues

Affordable Housing

Strengths	Weaknesses
Two successful projects Studies Inclusionary zoning	Land and resources Building height Lack of public transit Oversight of eligibility
Opportunities	**Threats**
Increase/Improve Public transit Partner with the County Public/private partnerships Change perception Funding for rehabilitation of homes Lobby for more permits & greater density Caretaker housing for employees	Land values Rezoning for workforce housing Lose grant/bus funding NIMBY attitude

What does 2023 look like?

Strengths	Weaknesses
DEP land acquisition	
Opportunities	**Threats**
More building permits Identify funding to purchase lots/retire development Redevelopment Prioritize acquisitions	Takings-financial

Appendix B: 2014 Strategic Planning Report Accomplishments

2014 Strategic Planning Report

Accomplishments through June 2017

On April 4, 2014, the Village Council and Department Heads participated in a Strategic Planning Workshop facilitated by Dr. Robert Lee, an advisor specializing in local government strategic planning, ethics, finance, public records, sunshine issues and charter review. During the workshop, participants discussed strengths and weaknesses of Village processes and policies and ultimately developed solutions and goals to be implemented in the near term and in the future. The goals and priorities listed below were considered during the FY 2014-2015 budget process. Accomplishments are provided in this report for consideration during 2017 Strategic Planning.

HIGH PRIORITY

EMPLOYEES: Promote happy, healthy, cooperative workforce in order to recruit and retain talented employees. [e.g., housing, cross-training]

Accomplishments:

- The Village Council approved the Village's participation in the Florida Retirement System for non-Fire Rescue personnel beginning January 2016.
- Supplemental insurance options and Employee Assistance Program added to employee benefits package in 2015.
- An Employee Wellness Program, including biometric events, Fresh Fruit Fridays, monthly fitness and outdoor group activities, wellness and fitness e-newsletters was initiated in 2015.
- Awarded American Heart Association Fit Friendly Work Place 2015 (Gold).

TRANSPARENCY/COMMUNICATION: Disseminate information in a more transparent and timely manner to the public (to improve perception; include staff and partners).

Accomplishments:

- Launched Village News e-mail distribution list in June 2014.
- Completed web portal access to current and historical building permit, planning development application and code compliance case information in CityView. Configuration of CityView modules required that existing processes be evaluated and streamlined for accurate representation of workflow in CityView. A management analyst was hired to oversee and guide this effort. The CityView portal is currently limited to viewing permits, property, and contractor licensing. By August 14, 2017 the public will have the ability to apply for building permits, apply for planning permits/licenses, file a code compliance complaint, upload documents, pay fees, request/cancel inspections, view reviews/conditions/corrections, send emails, and much more.
- Finalized three tri-fold brochures regarding Code Compliance, Solid Waste Services and Area of Critical State Concern Considerations for distribution to property owners.
- A new Village website has been developed enabling improved ability to update information. Go live is currently planned for August 1, 2017.
- Implementation of new financial management software, Incode 10, has been completed. Dashboard for access to financial information via a web portal is in process.
- New Village website in final stages of content migration for "go live" in August 2017; concurrent Facebook page introduction being considered.

ENVIRONMENT: Protect and enhance the environment (water quality and natural resources) through policy.

Accomplishments:

- Since 2015, Monroe County vessel pump-out program has been made available to all Islamorada vessels upon request.
- The Village's $160 million wastewater collection and transmission system capital project was effectively completed in December 2015.
- Code Compliance activities related to wastewater connection requirements have been prioritized resulting in an overall connection rate of 83% as of May 2017.
- Implemented a Community Development Block Grant program for wastewater connection cost assistance to those that qualify; assisted 41 residents with sewer connection through the program.
- Completed three canal restoration capital projects utilizing weed barrier and aerator technologies.
- Hired a part-time Environmental Coordinator to allow the Environmental Resources Manager to focus on managing the Village's conservation areas and passive parks purchased with state grants, canal restoration projects and Sea Oats Beach.
- Adopted balloon ban ordinance in November 2016.

DISASTERS: Minimize vulnerability to natural disasters.

Accomplishments:

- Increased level of unassigned General Fund fund balance for costs associated with potential disaster recovery. Unassigned fund balance on September 30, 2014 was $2,763,824 (25%); on September 30, 2015 was $4,124,805 (39%); and unaudited balance on September 30, 2016 was $4,331,883 (35%).
- Continue to require Village staff assigned to the Emergency Operations Center to train in and maintain knowledge of Incident Management System along with regular position responsibilities.
- Attained a level 6 rating after two years of participation in the Community Rating System; hired consultant to assist in the process and identify programs.
- Various members of staff have attended training on debris management, new federal rules relating to procurement and reimbursement from FEMA, and post-disaster initial assessments.

STABLE MANAGEMENT/TEAM BUILDING: Improve stability of Village Management and team-building to be able to accomplish Village goals.

INTERMEDIATE PRIORITY

FUNDING/PARTNERSHIPS: Build partnerships to secure funding, reduce unfunded mandates and cooperate with Monroe County on environmental issues.

Accomplishments:

- Utilized piggy-back on Monroe County RFP for sustainability action plan to achieve competitive cost and timely completion of sea level rise/sustainability action plan.
- Councilmembers began participating in the Southeast Florida Regional Climate Change Compact and Leadership Summits in 2014. Staff began participation in 2013.
- Combined federal lobbying efforts with the KLWTD and the City of Marathon to secure US ACOE funding for water quality projects, especially wastewater.

- Increased involvement and participation on the National Marine Sanctuary Water Quality Steering Committee Canal Restoration Subcommittee providing funding from Department of Environmental Protection (DEP) and Environmental Protection Agency (EPA) with Monroe County and other other agencies.

COMMUNITY HEALTH: Encourage health and wellness programs for the community.

Accomplishments:

- Rarely used skate park in Founders Park replaced with outdoor fitness facility, exercise equipment and a pickleball court. Equipment purchase approved by the Village Council in July 2015; facility opened in April 2016.
- New contract with a Fitness Program Operator approved following sealed bid process in April 2016 expanding fitness programs offered by the Village.
- In 2015, Aquafit program added to already existing swimming, diving, tennis, and team sport/fitness programs.
- Competed and won 2017 Healthies Weight Challenge from the Florida Department of Health.
- Additional and improved playgrounds and new beach pavilion added to Founders Park beach in 2014 and 2015.

INFRASTRUCTURE: Address infrastructure needs to include Council Chambers and Public Works facilities. (Funding sources must be addressed.)

Accomplishments:

- Impact Fee Study completed in June 2016 would establish a General Government Impact Fee category from which governmental infrastructure needs relating to new growth could be partially funded.

LOWER PRIORITY

SOCIAL/CULTURAL: Create social and cultural opportunities that go beyond drinking and fishing.

TECHNOLOGY: Utilize technology to provide increased efficient and cost-effective services that improve our quality of life without unreasonably impacting our quiet enjoyment of life.

Accomplishments:

- Implemented CityView for permitting, licensing, development application processing and code compliance case management was completed. Implemention included a web portal for access to information by the public beginning in December 2014. Electronic plans review and submission of applications and payment of related fees is in process with a “go live” date planned for August 14, 2017.
- Implemented Incode 10, a financial management software application, for use in the Finance Department and by all departments for submission of purchase requisitions and access to budget v. actual information. The software has improved the efficiency of the accounts payable, purchasing, payroll, cashiering and financial reporting processes of the Village thereby enabling existing staff to accept other responsibilities.

EDUCATION: Encourage educational outreach opportunities.

Accomplishments:

- In 2014 and 2015, the sea level rise planning project included community workshops and public outreach at local events to gather input and share information.
- In 2015, staff organized and hosted an Earth Day Event at Community Center.
- Village Council workshop with large public outreach effort conducted in February 2016 to encourage public input on ways to improve local quality of life.
- Classes open to the public were conducted at Green Turtle Hammock in 2016 in cooperation with the Extension Service.
- A marine biology day has been added to the Village's summer camp program.
- Outreach events to be scheduled to provide information and training for public use of CityView portal.

Priorities identified and not ranked - being addressed at time plan was created

VILLAGE CENTER / COMMUNITY CHARACTER: Create a Village "Center" that embraces and enhances our community character while managing growth and conserving the environment.

Accomplishments:

- Initiated in November 2014 and effective in July 2016, new development over 10,000 square feet is restricted.
- Initiated in November 2014 and effective in August 2015, regulations were created to allow microbreweries and brew pubs.
- In September 2015, Village staff assisted the Morada Way Arts District with an "Our Town" grant submission to fund planning for improvements in the Art District. (Grant was not awarded to the Art District.) Village staff has continued to collaborate with the Art District regarding future improvements.
- In 2015, Council approved approximately $136,000 for the Village's portion of FDOT expenditures to relocate the bike path to allow for desired parking spaces in the Art District. $73,000 authorized by Resolution No.15-01-13 and $62,766 authorized by Resolution No. 15-03-22. In March 2017, stop signs were removed to create additional parking along the Old Highway in the Art District.
- In 2016, annual commercial BPAS square footage reduced from 15,000 annually to 2,500 annually.
- Initiated a Parking Master Plan in June 2017 to evaluate existing parking conditions and provide recommended solutions and improvements to enhance existing parking and provide new parking.

WASTEWATER: Complete wastewater project with focus of improving the condition of the Village, both environmentally and aesthetically.

Accomplishments:

- Achieved final completion of wastewater collection and transmission capital project (with transmission to the Key Largo Wastewater Treatment District) in December 2015 through the Design/Build/Operate contract with Reynolds Water Islamorada, meeting the state mandated deadline. Completed the original Grinder Pump Program and the paving of all Village roadways.

Appendix C: Prioritization of Goals from July 12, 2017 Workshop

Votes	Goals	Objectives
15 Total 1 Council 14 Staff	Build a Public Works facility Infrastructure/Capital Projects/Parks/Technology	
12 Total 1 Council 11 Staff	Stay competitive with like areas Staffing: recruitment and retention	
9 Total **3 Council** 6 Staff	Uniform bus stops & improvements Village Character/Business Environment/Branding	
9 Total 0 Council 9 Staff	More presence on the water Law Enforcement	
7 Total **3 Council** 4 Staff	Anchoring spot strategies Environmental Protection /Water Quality	
7 Total 0 Council 7 Staff	Update IT infrastructure Infrastructure/Capital Projects/Parks/Technology	
6 Total **3 Council** 3 Staff	Research transfer tax Financial Condition	
6 Total 1 Council 5 Staff	Bonus policy Staffing: recruitment and retention	

Votes	Goals	Objectives
6 Total 1 Council 5 Staff	Build-out FCT parks to master plans Land Acquisition /Conservation Properties	
6 Total 1 Council 5 Staff	Implement traffic & parking study recommendations Parking/Traffic /Public Transportation	
5 Total **3 Council** 2 Staff	Establish expected review and approval timelines for Building and Planning items Streamline Business Processes/Code Review/Permit Extensions	
5 Total **3 Council** 2 Staff	Review of Land Development Regulations Streamline Business Processes/Code Review/Permit Extensions	
5 Total 1 Council 4 Staff	Examine public transportation alternatives Parking/Traffic/Public Transportation	
5 Total 1 Council 4 Staff	Promote employee cross-training Staffing: recruitment and retention	
5 Total 0 Council 5 Staff	Reduce inventory of open permits/items/extensions Streamline Business Processes/Code Review/Permit Extensions	
4 Total **3 Council** 1 Staff	Investigate changes to the election cycle Election Cycle	

Votes	Goals	Objectives
4 Total 2 Council 2 Staff	Review Affordable Housing regulations for relief possibilities Affordable Housing	
4 Total 1 Council 3 Staff	Regulate liveaboard vessels Environmental Protection /Water Quality	
4 Total 1 Council 3 Staff	Purchase buildable upland properties Land Acquisition /Conservation Properties	
4 Total 1 Council 3 Staff	Greater code enforcement & vacant lot use through visual corridor of US 1 Village Character/Business Environment/Branding	
3 Total **3 Council** 0 Staff	More deputies Law Enforcement	
3 Total 2 Council 1 Staff	Expand pedestrian accesses Infrastructure/Capital Projects/Parks/Technology	
3 Total 1 Council 2 Staff	Replacement funds for equipment (establish equipment reserves) Financial Condition	
3 Total 1 Council 2 Staff	Seek state & federal funding for water quality projects Environmental Protection /Water Quality	

Votes	Goals	Objectives
3 Total 1 Council 2 Staff	Explore additional Founders Park programming Infrastructure/Capital Projects/Parks/Technology	
3 Total 1 Council 2 Staff	Investigate and implement sea level rise infrastructure specs Sea Level Rise/ Climate Change	
3 Total 0 Council 3 Staff	Investigate county-wide transportation group Parking/Traffic/Public Transportation	
3 Total 0 Council 3 Staff	Acquire funding for land acquisition Land Acquisition /Conservation Properties	
3 Total 0 Council 3 Staff	Additional training Staffing: recruitment and retention	
3 Total 0 Council 3 Staff	Continuity of Operations Plan (COOP) Infrastructure/Capital Projects/Parks/Technology	
2 Total 1 Council 1 Staff	Expand Code with citations (the Fills, beaches, etc.) Law Enforcement	
2 Total 1 Council 1 Staff	Cut taxes Financial Condition	
2 Total 1 Council 1 Staff	Be designated an All-American City What does 2023 look like?	

Votes	Goals	Objectives
2 Total 1 Council 1 Staff	Improve Wastewater CEM Plan Disaster Recovery	
2 Total 1 Council 1 Staff	Increase BPAS points for lot donation Land Acquisition /Conservation Properties	
2 Total 1 Council 1 Staff	Explore opportunities to enhance business districts (North Plantation Key and Morada Way Art & Cultural District) Village Character/Business Environment/Branding	
2 Total 1 Council 1 Staff	Seek public/private partnerships Environmental Protection /Water Quality	
2 Total 1 Council 1 Staff	ICE Contract strategy Infrastructure/Capital Projects/Parks/Technology	
2 Total 0 Council 2 Staff	Expand communications to citizens, businesses and visitors Village Character/Business Environment/Branding	
2 Total 0 Council 2 Staff	Infrastructure replacement schedule Infrastructure/Capital Projects/Parks/Technology	
1 Total 1 Council 0 Staff	Ask for more Affordable Housing Permits Affordable Housing	

Votes	Goals	Objectives
1 Total 1 Council 0 Staff	Redevelopment processes & guidelines What does 2023 look like?	
1 Total 1 Council 0 Staff	Request additional market rate permits What does 2023 look like?	
1 Total 0 Council 1 Staff	Study facade grants Village Character/Business Environment/Branding	
0	Carry 25% - 35% Fund Balance Financial Condition	
0	Develop Affordable Housing incentives Affordable Housing	
0	Partner with public & private agencies Affordable Housing	
0	Team-building activities Staffing: recruitment and retention	
0	Additional storm prep communications Disaster Recovery	

Appendix D: Goals not included in Strategic Plan

Goal: Promote Employee Cross-training Priority Votes: 5
Focus Area: Staffing: recruitment and retention

Goal: Seek public/private partnerships Priority Votes: 2
Focus Area: Environmental Protection/Water Quality

Goal: ICE Contract strategy Priority Votes: 2
Focus Area: Infrastructure/Capital Projects/Parks/Technology

Goal: Expand communications to citizens, businesses and visitors Priority Votes: 2
Focus Area: Village Character/Business Environment/Branding

Goal: Infrastructure replacement schedule Priority Votes: 2
Focus Area: Infrastructure/Capital Projects/Parks/Technology

Goal: Redevelopment processes & guidelines Priority Votes: 1
Focus Area: What does 2023 look like?

Goal: Request additional market rate permits Priority Votes: 1
Focus Area: What does 2023 look like?

Goal: Study facade grants Priority Votes: 1
Focus Area: Village Character/Business Environment/Branding

Goal: Carry 25% - 35% Fund Balance Priority Votes: 0
Focus Area: Financial Condition

Goal: Develop Affordable Housing incentives Priority Votes: 0
Focus Area: Affordable Housing

Goal: Partner with public & private agencies Priority Votes: 0
Focus Area: Affordable Housing

Goal: Team-building activities Priority Votes: 0
Focus Area: Staffing: recruitment and retention

Goal: Additional storm prep communications Priority Votes: 0
Focus Area: Disaster Recovery

The 2017 Strategic Plan, June 2019 Update
March 31, 2021 Status Update

For ease of reference, each item is tagged as open, closed or completed and has been formatted in blue font for open items, black font for completed or closed items, and red font for new updates.

The 2017 Strategic Plan

The Strategic Plan is the product of a series of four public workshops in 2017 attended by the Village Council, Village Department Directors and other Village staff. The 2017 Plan was comprised of fourteen (14) Focus Areas, 30 Goals to address the Focus Areas and a total of 56 SMART Objectives to make progress toward accomplishing the Goals. The Strategic Plan was organized in priority order as ranked during the workshop process.

The Plan is intended to be utilized as a guiding document for annual goal setting, prioritizing, budgeting, and evaluation processes to direct the Village's actions, investments, and engagements with partners from October 1, 2017 to September 30, 2023.

The Plan also serves as a management tool to evaluate performance and progress made by the Village Manager and Village departments to achieve the Goals and Objectives set forth.

The fourteen Focus Areas were identified early in the strategic planning workshop are:

- Land Acquisition/Conservation Properties
- Streamline Business Processes/Code Review/Permit Extensions
- Parking/Traffic/Public Transportation
- Environmental Protection/Water Quality
- Financial Condition
- Village Character/Business Environment/Branding
- Infrastructure/Capital Projects/Parks/Technology
- Staffing: recruitment and retention
- Disaster Recovery
- Sea Level Rise/Climate Change
- Election Cycle
- Law Enforcement
- Affordable Housing
- What does 2023 look like?

The June 2019 Update

On June 5, 2019, a Village Council Workshop was held to review and update the 2017 Strategic Plan. During the workshop, each goal, objective and the progress made to date was reviewed. Also discussed was whether goals and objectives remained relevant.

The discussion and input from the workshop resulted in the addition of six (6) new Goals with a total of ten (10) new objectives to achieve the new goals. Eight (8) new objectives were added to the plan to achieve goals identified in 2017, for a total of 18 new objectives in the Strategic Plan June 2019 Update.

During the workshop, it was agreed that seven (7) goals with a total of ten (10) objectives had been completed and an additional six (6) objectives were complete for a total of 16 objective completed.

Further, one (1) Focus Area, two (2) goals, and a total of ten (10) objectives were removed from the Plan because they were determined to be no longer relevant or no longer a goal for the Village.

GOAL #1 (OPEN): BUILD A PUBLIC WORKS FACILITY

Focus Area: Infrastructure/Capital Projects/Parks /Technology.

OBJECTIVE 1A (CLOSED): Seek long-term lease of Monroe County facility at Mile Marker 89 Oceanside (MM 89 facility).

RESPONSIBLE PARTY: Village Manager.

COMPLETE BY: June 2018.

PROGRESS/COMPLETION: Monroe County informed the Village that property will not be available for lease or purchase in the foreseeable future. OBJECTIVE 1A REMOVED/CLOSED.

OBJECTIVE 1B (CLOSED): Prepare Layout for MM 89 facility.

RESPONSIBLE PARTY: Public Works Department.

COMPLETE BY: June 2018.

PROGRESS/COMPLETION: Monroe County informed the Village that property will not be available for lease or purchase in the foreseeable future. OBJECTIVE 1B REMOVED/CLOSED.

OBJECTIVE 1C (CLOSED): Determine cost for retrofit for MM 89 facility.

RESPONSIBLE PARTY: Public Works Department.

COMPLETE BY: June 2018.

PROGRESS/COMPLETION: Monroe County informed the Village that property will not be available for lease or purchase in the foreseeable future. OBJECTIVE 1C REMOVED/CLOSED.

OBJECTIVE 1D (OPEN): Identify alternative sites/properties.

RESPONSIBLE PARTY: Public Works Department.

COMPLETE BY: ~~October 1, 2020~~. To be determined.

PROGRESS/COMPLETION: Existing Public Works maintenance building in Founders Park determined not to have adequate space for a retrofit. New facility on "the hill" behind the Administrative Center to be proposed as location for Public Works Facility and Council Chambers (Goal #31). Staff to request Village Council direction regarding proposed site during 2021 strategic planning session.

OBJECTIVE 1E (OPEN): Determine cost for retrofit or new construction.

RESPONSIBLE PARTY: Public Works Department.

COMPLETE BY: ~~October 1, 2020~~. To be determined.

PROGRESS/COMPLETION: In June 2019, Public Works Director began seeking estimates for site plan for new facility on "the hill" behind the Administrative Center. Project costs for a Public Works facility, such as development of a site plan, were not included in fiscal year 2020-2021 budget due to unknown economic effects of the ongoing coronavirus pandemic. Staff to request Village Council direction during 2021 strategic planning session.

GOAL #2 (COMPLETE): STAY COMPETITIVE WITH LIKE AREAS

Focus Area: Staffing: recruitment and retention.

OBJECTIVE 2A (COMPLETE): Complete a salary and benefits comparison of like areas and Florida Keys municipalities by June 1, 2018.

RESPONSIBLE PARTY: Human Resources Manager.

COMPLETE BY: June 2018.

PROGRESS/COMPLETION: By March 2018, requests made to 36 like areas; received 23 responses. Raw data comparison in progress for presentation to Council in summer 2018. Salary study complete June 2018. Raw data for benefits study collected, processed and analyzed. OBJECTIVE 2A COMPLETE.

OBJECTIVE 2B (COMPLETE): Fund the June 2018 Salary Study conclusions.

RESPONSIBLE PARTY: Village Council.

COMPLETE BY: October 2, 2019.

PROGRESS/COMPLETION: Adjusted salaries of six employees and implemented with adoption of fiscal year 2019-2020 Budget. OBJECTIVE 2B COMPLETE.

GOAL #3 (COMPLETE): UNIFORM BUS STOPS & IMPROVEMENTS

Focus Area: Village Character/Business Environment/Branding.

OBJECTIVE 3A (COMPLETE): Perform study to determine appropriate locations for bus stops.

RESPONSIBLE PARTY: Public Works Department.

COMPLETE BY: April 2018.

PROGRESS/COMPLETION: Evaluation complete and locations finalized in 2018. Installation of benches, signs and trash cans completed January 15, 2019. OBJECTIVE 3A COMPLETE.

GOAL #4: (ONGOING) MORE PRESENCE ON THE WATER

Focus Area: Law Enforcement.

OBJECTIVE 4A (ONGOING): Have local officers boat certified by December 2018.

RESPONSIBLE PARTY: Monroe County Sheriff's Office (MCSO).

COMPLETE BY: December 2018.

PROGRESS/COMPLETION: As of June 30, 2018. 15 (of 18 total) Officers were Certified Boat Operators for Islamorada vessels. Numbers trained will vary with staff turnover; training offered at least annually to maintain high percentage of certified officers. OBJECTIVE 4A IS ONGOING.

OBJECTIVE 4B (ONGOING): Support county-wide resolution in support of increased presence on the water by the Florida Fish and Wildlife Commission and Monroe County Sheriff's Office.

Focus Area: Law Enforcement.

RESPONSIBLE PARTY: Village Council.

COMPLETE BY: September 2018.

PROGRESS/COMPLETION: MCSO coordinated with Florida Fish and Wildlife Commission (FWC for additional officers during high-traffic weekends. (e.g., 20 FWC officers provided for 2018 lobster mini season.). OBJECTIVE 4B IS ONGOING.

OBJECTIVE 4C (CLOSED): Regulate liveaboard vessels.

RESPONSIBLE PARTY: Mayor and Council.

COMPLETE BY: September 2019.

PROGRESS/COMPLETION: Consensus during June 5, 2019 workshop to remove this Objective from the plan. OBJECTIVE 4A REMOVED/CLOSED.

GOAL #5 (CLOSED): ANCHORING SPOT STRATEGIES

Focus Area: Environmental Protection/Water Quality.

OBJECTIVE 5A (CLOSED): Research anchoring equipment.

RESPONSIBLE PARTY: Village Manager.

COMPLETE BY: September 2019.

OBJECTIVE 5B (CLOSED): Identify sites for anchoring spots.

RESPONSIBLE PARTY: Village Manager.

COMPLETE BY: September 2019.

PROGRESS/COMPLETION: During Keys Day 2018, the Mayor, Village Attorney and Village Manager met with FWC Boating and Waterways Section Leader Major Robert Rowe and FWC Legislative Affairs Director Jessica Crawford. Consensus during June 5, 2019 workshop to remove this Goal from Plan. GOAL #5 REMOVED/CLOSED.

GOAL #6 (OPEN): UPDATE IT INFRASTRUCTURE

Focus Area: Infrastructure/Capital Projects/Parks/Technology.

OBJECTIVE 6A (COMPLETE): Connectivity for Public Works building, Park office and Marina office by end of fiscal year 2017-2018.

RESPONSIBLE PARTY: Finance Department.

COMPLETE BY: September 2018.

PROGRESS/COMPLETION: In March 2018, AT&T Internet Bandwidth expansion project to improve external facility connectivity in process. Connectivity project for PW, Park office and Marina completed September 2018. OBJECTIVE 6A COMPLETE.

OBJECTIVE 6B (COMPLETE): Create equipment replacement program by end of fiscal year 2018-2019.

RESPONSIBLE PARTY: Finance Department.

COMPLETE BY: September 2019.

PROGRESS/COMPLETION: Replacement program created with fiscal year 2018-2019 budget. OBJECTIVE 6B COMPLETE.

OBJECTIVE 6C (COMPLETE): Replacement audio and video equipment for meetings and broadcasts.

RESPONSIBLE PARTY: Finance Department.

COMPLETE BY: September 2019.

PROGRESS/COMPLETION: Project competitively bid through RFP 18-13. Council approved ranking & Agreement on 7/19/18. Project completed on 9/06/18. OBJECTIVE 6C COMPLETE.

OBJECTIVE 6D (OPEN): Server Infrastructure Upgrade to Hybrid Cloud.

RESPONSIBLE PARTY: Finance Department.

COMPLETE BY: December 31, 2020.

PROGRESS/COMPLETION: The IT& Communications Manager and Specialist obtained quotes from three vendors for upgraded servers needed to enhance the Village's ability to recover technologically following an emergency event, such as a hurricane, and any associated fees. A project scope and a request for use of additional funds from fund balance, if needed, for presentation to the Village Council for approval.

Quotes received Dec 2019. Purchase approved by the Village Council on June 18, 2020.

As of September 2020, new Hyperconverged server mounted and configured for production. Migrated File Server, APP servers (such as Antivirus and Backup) and Update/upgrade Servers to the New Environment. Final steps: complete migration of Islavii and IFR domain Active Directory and migrate ServerCV, onbase and Tyler.

Update March 31, 2021: Islavii and IFR domains were merged together and migrated along with OnBase (document retention). Remaining are CityView and Tyler (Finance) left to migrate. The final step is completing the disaster recovery plan; to be accomplished by December 2021.

GOAL #7: (OPEN) ACQUIRE FUNDING FOR LAND ACQUISITION

Focus Area: Land Acquisition/Conservation Properties.

OBJECTIVE 7A (COMPLETE): Research transfer tax; provide report to the Village Council regarding legality.

RESPONSIBLE PARTY: Village Attorney.

COMPLETE BY: November 2018.

PROGRESS/COMPLETION: Research completed August 2018. Tax would require legislation and possible County-wide referendum. OBJECTIVE 7A COMPLETE.

OBJECTIVE 7B (OPEN): Utilize transfer tax to purchase conservation properties and buildable upland properties.

RESPONSIBLE PARTY: Village Attorney.

COMPLETE BY: October 2020.

PROGRESS/COMPLETION: Requires adoption of legislation by Monroe County to implement transfer tax.

OBJECTIVE 7C (OPEN): Acquire Florida Keys Stewardship Funds dedicated to land acquisition.

RESPONSIBLE PARTY: Village Attorney.

COMPLETE BY: Annually 2018-2023.

PROGRESS/COMPLETION: During 2018 Florida Legislative Session $5M Stewardship funds were committed to Monroe County for land acquisition. (Additional $5M committed for water quality projects.)

During 2019 Florida Legislative Session $5M Florida Forever funds committed for land acquisition. (Additional $29.3M Stewardship funds committed to Monroe County for water quality projects.)

During 2020 Legislative Session, Stewardship Funds were included in the proposed budget but removed from the final budget by Governor DeSantis.

UPDATE March 31, 2021: During 2021 Legislative Session, Stewardship Funds are included in the proposed budget.

GOAL #8 (COMPLETE): BONUS POLICY

Focus Area: Staffing: recruitment and retention.

OBJECTIVE 8A (COMPLETE): Gather information from similar municipalities.

RESPONSIBLE PARTY: Human Resources Manager.

COMPLETE BY: June 2018.

PROGRESS/COMPLETION: Completed before March 31, 2018. OBJECTIVE 8A COMPLETE.

OBJECTIVE 8B (COMPLETE): Include in Employee Policy to be implemented during fiscal year 2018-2019.

RESPONSIBLE PARTY: Human Resources Manager/Village Attorney.

COMPLETE BY: September 2018.

PROGRESS/COMPLETION: Policy finalized, presented, and approved by Council on September 27, 2018. OBJECTIVE 8B COMPLETE.

GOAL #9 (OPEN): BUILD-OUT FCT PARKS TO MASTER PLANS

Focus Area: Land Acquisition/Conservation Properties.

OBJECTIVE 9A (OPEN): Plantation Hammocks Preserve.

RESPONSIBLE PARTY: Environmental Resources Manager.

COMPLETE BY: September 2023.

PROGRESS/COMPLETION:

OBJECTIVE 9B (OPEN): Southwinds Park.

RESPONSIBLE PARTY: Environmental Resources Manager.

COMPLETE BY: September 2023.

PROGRESS/COMPLETION: In May 2019, staff worked with the Islamorada Foundation to develop a plan outline to complete park build out by the end 2022.

OBJECTIVE 9C (OPEN): Green Turtle Hammock Park.

RESPONSIBLE PARTY: Environmental Resources Manager.

COMPLETE BY: September 2023.

PROGRESS/COMPLETION: Individual projects have been included in each Capital Improvement Plan (CIP) from fiscal year 2018-2019 to present. Work Authorization for conceptual design of remaining park build-out components executed September 2020.

UPDATE March 2021: Conceptual design was completed March 2021. A work authorization for final design and permitting is pending approval by the Council on April 29, 2021.

OBJECTIVE 9D (OPEN): Key Tree Cactus Preserve.

RESPONSIBLE PARTY: Environmental Resources Manager.

COMPLETE BY: September 2023.

PROGRESS/COMPLETION: Individual projects included in each CIP from fiscal year 2018-2019 to present. December 2019: Design and permitting complete for phase 2 of 3 of park build out. June 2020: Phase 2 of project under construction. As of September 30, 2020: Phase 2 construction 70% complete. Phase 2 Project completion date adjusted from November 2020 to December 2020.

Update March 2021: Phase 2 construction was completed March 2021. Work Authorization for design and permitting of phase 3 was executed March 2021.

GOAL #10 (COMPLETE): IMPLEMENT TRAFFIC & PARKING STUDY RECOMMENDATIONS

Focus Area: Parking/Traffic/Public Transportation.

OBJECTIVE 10A (COMPLETE): Address new Publix development and adjoining neighborhood.

[note: Council direction in May 2018 to increase vegetative buffer across highway from Publix, consider increased front fence height; and direction in June 2018 to test closure of Mile Marker 83.3 access point to/from US1 to be implemented.]

RESPONSIBLE PARTY: Public Works Department.

COMPLETE BY: September 2022.

PROGRESS/COMPLETION: As of September 2019, 16 months after store opening, there was no noticeable impact to the surrounding areas and no direction received to make changes to traffic management.

[In response to May 2018 additional direction: Cost estimates and layout underway as of June 30, 2018. On 9/06/18, Council approved landscape plan. Installation completed in January 2019; plantings establish during the following three months.] OBJECTIVE 10A COMPLETE.

OBJECTIVE 10B (CLOSED): Specifically consider recommendations regarding traffic calming devices on the Old Highway.

RESPONSIBLE PARTY: Public Works Department.

COMPLETE BY: June 2018.

PROGRESS/COMPLETION: After further evaluation and discussions, no consensus reached by the Village Council. OBJECTIVE 10B CLOSED.

GOAL #11 (COMPLETE): ESTABLISH EXPECTED REVIEW AND APPROVAL TIMELINES FOR BUILDING AND PLANNING ITEMS

Focus Area: Streamline Business Processes/Code Review/Permit Extension

OBJECTIVE 11A (COMPLETE): Establish expected review and approval timelines for Building and Planning items.

RESPONSIBLE PARTY: Planning Department and Building Department.

COMPLETE BY: September 2018.

PROGRESS/COMPLETION: Changes to work requiring permits and permit review requirements and approved by Council on 9/27/18. Building Department, reestablished walk-thru Wednesdays in August 2018 to expedite certain permits. Updated building permit review deadlines in CityView. Beginning September 2018, adherence to Planning timelines are reviewed on a weekly basis. Beginning January 2019, Building Department conducting bi-weekly meetings to review adherence to timelines. OBJECTIVE 11A COMPLETE.

GOAL #12 (OPEN): REVIEW OF LAND DEVELOPMENT REGULATIONS (LDRs)

Focus Area: Streamline Business Processes/Code Review/Permit Extensions.

OBJECTIVE 12A (CLOSED): Prepare and publish RFP for consulting services.

RESPONSIBLE PARTY: Planning Department.

COMPLETE BY: March 2018.

PROGRESS/COMPLETION: Project to be completed in-house. Removed objective from the plan. OBJECTIVE 12A REMOVED/CLOSED.

OBJECTIVE 12B (CLOSED): Award contract for services.

RESPONSIBLE PARTY: Planning Department.

COMPLETE BY: June 2018.

PROGRESS/COMPLETION: Project to be completed in-house. Removed objective from the plan. OBJECTIVE 12B REMOVED/CLOSED.

OBJECTIVE 12C (OPEN): Complete LDR amendments (include possible revisions to conservation easements, increased floor area ratio for certain properties, parking regulations for commercial uses, long dock regulations, building height increase for sea level rise).

RESPONSIBLE PARTY: Development Services Department.

COMPLETE BY: June 2019.

PROGRESS/COMPLETION: Project underway in-house beginning September 2018.

Measurement of building height as it relates to base flood elevation addressed by Ordinance No. 19-01, effective March 14, 2019.

As of September 2019, remaining LDR amendments moving forward.

Following review and consideration, no revisions recommended to conservation easements, increased floor area ratio for certain properties, parking regulations for commercial uses or long dock regulations.

As of December 2019, continuing to work on Outdoor Storage & Display and Industrial Floor Area Ratio. As of June 30, 2020, continuing to work on Outdoor Storage & Display and storage containers.

Update March 31, 2021: Planning Director to request Village Council direction regarding current stance on Industrial Floor Area Ratio and Outdoor Storage & Display.

GOAL #13 (OPEN): EXAMINE PUBLIC TRANSPORTATION ALTERNATIVES

Focus Area: Parking/Traffic/Public Transportation.

OBJECTIVE 13A (COMPLETE): Utilize Freebee services for local transportation.

RESPONSIBLE PARTY: Village Manager.

COMPLETE BY: (date not assigned)

PROGRESS/COMPLETION: Fiscal year 2018-2019 Budget included funds for 6-month trial period of Freebee transit for Upper Matecumbe. Entered into Agreement for trial period 11/29/2018 to 5/28/2019. Trial extended to 7/31/19.

On 6/27/2019, Council gave direction to expand the Freebee program with 2 large vehicles able to drive on the highway and cross bridges. On 7/18/19, Council adopted Resolution No. 19-07-48 to expand the program.

Funding for expanded program included in fiscal year 2019-2020 Adopted Budget and fiscal year 2020-2021.

Funding sources tentatively identified to be available spring/summer 2020; further research ongoing for program funding. No funding sources found for spring/summer 2020 for which the Village was eligible.

UPDATE March 2021: Potential funding sources will continue to be sought. OBJECTIVE 13A COMPLETE.

OBJECTIVE 13B (OPEN): Partner with Monroe County for bus transportation from the airports.

RESPONSIBLE PARTY: Village Manager.

COMPLETE BY: October 1, 2020.

PROGRESS/COMPLETION: Islamorada staff member and Council Member participating in the Florida Keys Transportation Coordination Committee established by Monroe County in 2019.

OBJECTIVE 13C (CLOSED): Create central drop-off locations for buses; restrict pull offs to those locations.

RESPONSIBLE PARTY: Village Manager.

COMPLETE BY: October 1, 2020.

PROGRESS/COMPLETION: Determination made that this is a duplication of Objective 3A completed in 2018. OBJECTIVE 13C CLOSED.

GOAL #14 (OPEN): REDUCE INVENTORY OF OPEN PERMITS/ITEMS/EXTENSIONS

Focus Area: Streamline Business Processes/Code Review/Permit Extensions.

OBJECTIVE 14A (ONGOING): Close old permits.

RESPONSIBLE PARTY: Development Services Department.

COMPLETE BY: March 2018.

PROGRESS/COMPLETION: Began progress in March 2018 – will be an ongoing process.

May 1, 2019 began sending "expired permit letters" and "30-day ready to expire letter".

HB447 created procedures; to be implemented following amended building permit fee resolution in August 2019. Resolution No. 19-08-56 was adopted on August 8, 2019.

Progress closing permits is ongoing. A total of 299 permits administratively closed in 2019. Significant progress was made by Building Department staff working from home during closure of Village offices due to coronavirus. 539 permits administratively closed April through September 2020; 77 pre-expiration notices sent, and 59 expiration notices sent.

Update March 31, 2021: 43 permits administratively closed or renewed and closed October 2020 through March 2021; 133 pre-expiration notices sent, and 69 expiration notices sent. OBJECTIVE 14A IS ONGOING.

OBJECTIVE 14B (CLOSED): Implement fines and fees for non-compliance.

RESPONSIBLE PARTY: Building Department.

COMPLETE BY: March 2018.

PROGRESS/COMPLETION: December 2018 - worked on draft ordinance and Code amendments with DEM with goal of completion by January 31, 2019. Draft ordinance received from DEM March 15, 2019 and underwent staff review. It was found that HB447 prohibits implementing fines or fees to contractors that do not close permits. OBJECTIVE 14B REMOVED/CLOSED.

OBJECTIVE 14C (COMPLETE): Develop policy to limit permit extensions.

RESPONSIBLE PARTY: Development Services Department.

COMPLETE BY: March 2018.

PROGRESS/COMPLETION: June 2018: researching code change.

September 2018: work on drafting ordinance to address Florida Building Code. Approval of Florida Building Commission required before adoption.

December 2018 update: Code changes to be included with amendments being drafted in coordination with DEM for completion by January 31, 2019. Implementation to follow amended building permit fee resolution in August 2019.

Resolution No. 19-08-56 adopted on August 8, 2019 created a one-time six-month extension and a limit of two 90-day extensions per permit. OBJECTIVE 14C COMPLETE.

GOAL #15 (COMPLETE): INVESTIGATE CHANGES TO THE ELECTION CYCLE

Focus Area: Election Cycle.

OBJECTIVE 15A (COMPLETE): Hold Special Call Village Council Meeting to gather public input regarding change to election cycle.

RESPONSIBLE PARTY: Village Attorney.

COMPLETE BY: March 2018.

PROGRESS/COMPLETION: On 3/01/18, Council directed Village Attorney to prepare an ordinance for public hearings. Ordinance 18-04 adopted on July 19, 2018. OBJECTIVE 15A COMPLETE.

OBJECTIVE 15B (COMPLETE): Meet deadlines for 2018 referendum.

RESPONSIBLE PARTY: Village Attorney.

COMPLETE BY: July 2018.

PROGRESS/COMPLETION: Met November 2018 General Election Ballot deadline: Public Hearings of ordinance held on 6/14/18 and 7/19/18. Charter amendment to increase length of terms from 2 to 4 years and create staggered terms was placed on the November 2018 General Election Ballot. Amendment did not pass. OBJECTIVE 15B COMPLETE.

GOAL #16 (COMPLETE): REVIEW AFFORDABLE HOUSING REGULATIONS FOR RELIEF POSSIBILITIES

Focus Area: Affordable Housing.

OBJECTIVE 16A (COMPLETE): Address during revisions to Land Development Regulations.

RESPONSIBLE PARTY: Planning Department.

COMPLETE BY: June 2019.

PROGRESS/COMPLETION: In 2018, Village paid impact fees and portion of land cost for Habitat for Humanity Windley Point project. Village purchased 4 lots on Gardenia St. for an affordable housing project 3/30/19.

Code Amendment to waive a percentage of Impact Fees adopted April 2019. Effective July 8, 2019 following review and appeal periods. OBJECTIVE 16A COMPLETE.

GOAL #17 (COMPLETE): GREATER CODE ENFORCEMENT & VACANT LOT USE THROUGH VISUAL CORRIDOR OF US 1

Focus Area: Village Character/Business Environment/Branding.

OBJECTIVE 17A (COMPLETE): Create Regulations to allow use of vacant lots on US 1 for business purposes with the requirement of the installation of opaque fences.

RESPONSIBLE PARTY: Planning Department.

COMPLETE BY: September 2018.

PROGRESS/COMPLETION: Ordinance 19-07 to amend the Village Code adopted on April 4, 2019. Amendment to become effective following review and appeal period (approximately July 7, 2019). OBJECTIVE 17A COMPLETE.

GOAL #18 (OPEN): EXPAND LAW ENFORCEMENT DURING PEAK TOURIST SEASON

Focus Area: Law Enforcement.

OBJECTIVE 18A (ONGOING): Budget additional Funds for extra employee hours during peak times.

RESPONSIBLE PARTY: Finance Department and Village Council.

COMPLETE BY: September 2018.

PROGRESS/COMPLETION: Fiscal year 2018-2019 Budget included overtime for officers. Village Budget to continue to include overtime for officers. OBJECTIVE 18A IS ACHIEVED AND ONGOING.

OBJECTIVE 18B: (ONGOING) Expand enforcement and patrols on the Fills and beaches.

RESPONSIBLE PARTY: Monroe County Sheriff's Office (MCSO).

COMPLETE BY: October 2018.

PROGRESS/COMPLETION: Implemented use of overtime to address expanded enforcement. Example: January – August 2018: 163 traffic stops; 26 boating stops; 20 watch orders (for specific areas); 3 overnight camping offenses; 3 bike patrols; 9 suspicious subjects; 38 public contacts. Expanded enforcement complete for 2018 and will continue.

Beginning July 2019, MCSO supported the Village's Fills management efforts with additional presence and enforcement continued through March 2020. Expanded enforcement during the same timeframe: 567 traffic stops; 121 watch orders: 17 boat/jet ski stops: 8 other contacts. OBJECTIVE 18B IS ONGOING.

OBJECTIVE 18C (OPEN): Police Department/Auxiliary/Create Park Ranger Position.

RESPONSIBLE PARTY: Village Manager.

COMPLETE BY: October 1, 2020.

PROGRESS/COMPLETION: One additional full-time Facility Attendant position created in the adopted fiscal year 2019-2020 Budget for Fills Management.

Update March 31, 2021: Seeking professional security services contract; Request for Quotes to be released in April 2021 to firms eligible under state contracts.

GOAL #19: (CLOSED) EXPAND PEDESTRIAN ACCESSES

Focus Area: Infrastructure/Capital Projects/Parks/Technology

OBJECTIVE 19A: (CLOSED) Complete construction of overhead pedestrian walkway at Founders Park.

RESPONSIBLE PARTY: Public Works Department (coordinating with the Florida Department of Transportation (FDOT) on the state project.)

COMPLETE BY: FDOT Project estimated completion Spring 2022.

PROGRESS/COMPLETION: Staff/elected officials-level met with FDOT on 6/25/18 to review & comment on 60% plans. Project website posted 6/28/18. Public input meeting held 7/10/18. Work is expected to begin November 2019 and last approximately 12 months.

As of 9/30/19, project schedule changed to a start date of Spring 2020 to address utility relocates.

By September 30, 2020, AT&T relocates completed; Florida Keys Electric Cooperative (FKEC) and (Florida Keys Aqueduct Authority (FKAA) relocates nearing completion; 100% plans to be available in November; on track for project completion early 2022.

Project cancelled in January 2021 at the direction of the Village Council. OBJECTIVE 19A REMOVED/CLOSED.

OBJECTIVE 19B (CLOSED): Complete construction of temporary overpass for US1 at Coral Shores High School.

RESPONSIBLE PARTY: Public Works Department.

COMPLETE BY: September 2023.

PROGRESS/COMPLETION: Council consensus at the June 6, 2019 workshop to remove this Objective from the Plan. OBJECTIVE 19B REMOVED/CLOSED.

GOAL #20 (OPEN): SEEK STATE & FEDERAL FUNDING FOR WATER QUALITY PROJECTS

Focus Area: Environmental Protection/Water Quality.

OBJECTIVE 20A (OPEN): Obtain $20M (county-wide) Florida Keys Stewardship funds.

RESPONSIBLE PARTY: Village Council.

COMPLETE BY: Annually 2018 to 2023.

PROGRESS/COMPLETION: During 2018 Florida Legislative Session $5M Stewardship funds were committed to Monroe County for water quality projects. (Additional $5M committed for land acquisition.)

During 2019 Legislative Session $29.3M Stewardship funds were committed to Monroe County for water quality projects. (Additional $5M committed for land acquisition through the Florida Forever program.)

During 2020 Legislative Session, Stewardship Funds were included in the proposed budget but removed from the final budget by Governor DeSantis.

UPDATE March 31, 2021: During 2021 Legislative Session, Stewardship Funds are included in the proposed budget.

OBJECTIVE 20B (OPEN): Amend scope of work with the Army Corps of Engineers (ACOE) to obtain additional funding.

RESPONSIBLE PARTY: Finance Department.

COMPLETE BY: September 2019.

PROGRESS/COMPLETION: Proposal to amend scope of work to include stormwater and canal projects submitted to ACOE September 2018. Coordination activities to have an amendment approved have continued.

GOAL #21 (OPEN): EXPLORE ADDITIONAL FOUNDERS PARK PROGRAMMING

Focus Area: Infrastructure/Capital Projects/Parks/Technology AND Village Character/Business Environment/ Branding

OBJECTIVE 21A (COMPLETE AND ONGOING): Research additional events at Founders Park.

RESPONSIBLE PARTY: Park and Recreation Department

COMPLETE BY: September 2018.

PROGRESS/COMPLETION: As of 3/31/18: Encouraged exercise instructor to expand class offerings. New programs included: Zumba, Beach Boot Camp, Chair Yoga and Moai Healthy Lifestyle Club. Organized and implemented new special events including Movie Under the Stars, Teen Beach Movie and Bonfire, My Fury Valentine's Day Dog Park Event, PE Pandemonium (Youth Rec Night). Hosted the following new community fund raiser events Good Health Clinic Beach Luau, Hurricane Irma Tennis Tournament and Islamorada Fire Fighter Benevolent "Give Back" Barbecue.

By 6/30/18, new events and programs included: Rett Syndrome Fundraiser in October; Florida Bay Music Fest in November; Mote's Ocean Fest in December; new tennis programs including T-Fit and Pickleball clinics; Special Olympics Monroe Games offering swim programs and hosting district area swim meet; MARC program

for use of Founders Park and the Aquatic Center for recreation. OBJECTIVE 21A COMPLETE AND ONGOING.

OBJECTIVE 21B (COMPLETE): Seek ownership of jetty at Founders Park for consideration of development of a fishing/recreation pier.

RESPONSIBLE PARTY: Village Manager.

COMPLETE BY: September 2019.

PROGRESS/COMPLETION: On June 25, 2018, FDEP offered lease of jetty. Council approved moving forward with project on 7/19/18. Resolution accepting lease of jetty approved on 8/09/18. Agreement for survey, evaluation and conceptual design approved 12/13/18. 25-year Sovereign Submerged Lands Easement received from FDEP April 2019. OBJECTIVE 21B COMPLETE.

OBJECTIVE 21C (OPEN): Repair jetty at Founders Park.

RESPONSIBLE PARTY: Village Manager.

COMPLETE BY: September 2021.

PROGRESS/COMPLETION: April 19, 2019 Breakwater Study, including mitigation design options and costs, presented to Council on 4/25/19. April 19, 2019 Breakwater Study was completed which included a sovereign submerged land easement, topographic survey, ecological report, design wave height analysis report, conceptual site plan, design options and costs. Information presented to Council on 4/25/19. Engineers opinion of probable costs ranged from $1.7 million to $3.4 million. August 2019 - a final design for option one of the repair was completed. This was the $1.7 million option. Permitting would be the next step and the estimated cost of this is $96,000. Founders Park Marina revenue is a potential funding source for permitting and construction. Staff to seek project funding.

OBJECTIVE 21D (COMPLETE AND ONGOING): Provide Senior Programming at Founders Park.

RESPONSIBLE PARTY: Park and Recreation Department.

COMPLETE BY: October 1, 2019.

PROGRESS/COMPLETION: Conducted 30-day targeted survey summer 2019 to gather input and researched the existing available senior programs in the community.

Developed and created social, educational and fitness activities to implement in November 2019. Also, designed a Senior Program Brochure announcing the new activities.

Implemented social, educational and fitness activities beginning November 2019 including: Nature Walks, Bird ID Classes, Lunch & Games Socials, Flex 101 and Chair Dance Fitness. Increased frequency of Nature Walks and Bird ID classes due to popularity. Fit& Fun Expo promotional/ educational event 2/13/2020, will consider annual event. Collaborated with the JOY Center for the Reliving Woodstock social event on 3/7/2020. OBJECTIVE 21D IS ACHIEVED AND ONGOING.

GOAL #22 (OPEN): INVESTIGATE AND IMPLEMENT SEA LEVEL RISE INFRASTRUCTURE SPECIFICATIONS

Focus Area: Sea Level Rise/Climate Change.

OBJECTIVE 22A (OPEN): Continue participation in Southeast Florida Climate Change Compact (SFRCCC).

RESPONSIBLE PARTY: Village Council.

COMPLETE BY: Annually 2017 to 2023.

PROGRESS/COMPLETION: Two Council Members and one staff member attended December 2017 SFRCCC Summit. Three Council Members and three staff attended October 2018 Summit. Village sponsored December 2019 Leadership Summit; four Council Members and four staff attended.

OBJECTIVE 22B (OPEN): Lower CRS Rating to 5.

RESPONSIBLE PARTY: Development Services Department.

COMPLETE BY: September 2020.

PROGRESS/COMPLETION: Submitted preliminary items in March for 2020 recertification; final review to be conducted in August 2020. All items for recertification submitted 9/08/2020.

Update March 31, 2021: Awaiting results of review. The Insurance Services Office (ISO) CRS Specialist assigned to complete the review was out with a health issue which caused a delay.

GOAL #23 (OPEN): CONTINUITY OF OPERATIONS PLAN (COOP)

Focus Area: Disaster Recovery.

OBJECTIVE 23A (OPEN): Create COOP to be included as an addendum to the Comprehensive Emergency Management Plan (CEMP).

RESPONSIBLE PARTY: Fire Department.

COMPLETE BY: September 30, 2019.

PROGRESS/COMPLETION: Emergency Manager completed draft COOP in November 2018 for inclusion in update CEMP; pending approval by Village Council.

OBJECTIVE 23B (OPEN): Write a wastewater component for inclusion in the updated Emergency Management Plan.

RESPONSIBLE PARTY: Wastewater Department/ Fire Department.

COMPLETE BY: May 2018.

PROGRESS/COMPLETION: Determined that consultant assistance required to complete this wastewater component.

GOAL #24 (CLOSED): BE DESIGNATED AN ALL-AMERICAN CITY

Focus Area: What does 2023 look like

OBJECTIVE 24A (CLOSED): Apply for All-American City designation.

RESPONSIBLE PARTY: Village Manager.

COMPLETE BY: September 2023.

PROGRESS/COMPLETION: Consensus during the June 5, 2019 workshop to remove this Goal from the Plan. GOAL #24 REMOVED/CLOSED.

GOAL #25 (COMPLETE): INCREASE BPAS POINTS FOR LOT DONATIONS

Focus Area: Land Acquisition/Conservation Properties.

OBJECTIVE 25A (COMPLETE): Amend BPAS point system to increase number of points for lot donations.

RESPONSIBLE PARTY: Development Services Department

COMPLETE BY: September 2018

PROGRESS/COMPLETION: Objective to be addressed with LDR amendments (Objective 12C) with projected completion date of September 2019.

Amendments approved by Village Council through Ordinance No. 19-21 through 1st and 2nd readings in October 2019. DEO Final Order approved 3/12/2020 with an effective date of 4/04/2020. OBJECTIVE 25A COMPLETE.

GOAL #26 (OPEN): EXPLORE OPPORTUNITIES TO ENHANCE BUSINESS DISTRICTS

Focus Area: Village Character/Business Environment/Branding

OBJECTIVE 26A (OPEN): Develop and adopt a Master Plan for the Morada Way Art & Cultural District (to include additional parking).

RESPONSIBLE PARTY: Development Services Department.

COMPLETE BY: September 30, 2020.

PROGRESS/COMPLETION: An additional 18 parking spaces were created through a 2014 Public Works Department request approved by the Village Council to change the design and engineering of an FDOT resurfacing project to relocate bike path to the opposite side of the Old Highway, thus creating a parking area. Costs to the Village were approximately $136,000.00. FDOT resurfacing project complete in 2017.

Staff began coordination with District in November 2018. Preliminary District Boundary Maps created December 2018 to begin discussions regarding creation of a Special District.

Began researching street lighting project in May 2019. Lighting project design underway June 2020 through the Public Works Department. Construction to begin September or October 2020. Poles and lighting received September 2020. Permitting in progress. Expected completion by end of October 2020.

UPDATE September 30, 2020: Planning Department staff worked toward the creation of a Master Plan for the District to include setting District boundaries, creating branding, and creating parking/walking solutions. District Area property owners did not agree on the boundary nor did they want to form a special taxing district. Master Plan objective is closed.

Lighting project completion expected in November 2020 at which time Objective will be closed from the strategic plan.

UPDATE March 31, 2021: Lighting project held up during approval from FKEC regarding location of the lines. Updated completion estimation is summer 2021.

OBJECTIVE 26B (OPEN): Develop and adopt a Master Plan for North Plantation Key District.

RESPONSIBLE PARTY: Development Services Department.

COMPLETE BY: September 2022.

PROGRESS/COMPLETION:

GOAL #27 (OPEN): ASK FOR MORE AFFORDABLE HOUSING PERMITS

Focus Area: Affordable Housing

OBJECTIVE 27A (OPEN): Ask for more Affordable Housing Permits

RESPONSIBLE PARTY: Village Council.

COMPLETE BY: February 2018.

PROGRESS/COMPLETION: Verbal request made to Barbara Powell, Planning Analyst Area of Critical State Concern (ACSC) Department of Economic Opportunity (DEO) Division of Community Planning and Development, followed with meeting week of 5/21/2018.

On 5/02/18, Governor Scott introduced initiative for up to 1,300 new affordable permits in the Florida Keys, including 300 for Islamorada.

Council approved Comprehensive Plan and Land Development Regulation (LDR) amendments through 1st reading on 12/13/18 and 2nd reading on 4/04/2019 to accept the 300 units. Units will be restricted to rentals and have hurricane evacuation requirements.

NOTE: Item will remain open until litigation is resolved.

As of June 30, 2020, the "appeal" to the administration commission is still pending.

DEO Final Order on Comp Plan Amendment expected by July 31, 2020.

Update September 30, 2020: The Administrative Law Judge issued an amended order on 9/25/2020 upholding her prior decision finding the Village amendments in compliance. Amended order was transmitted to DEO. DEO is expected to issue a Final Order on the Comprehensive Plan Amendments in the near future after which, the Village will render the LDRs for approval.

UPDATE March 31, 2021: The implementing ordinance for the Keys Workforce Housing Initiative (300 units) is still in legal challenge and is on appeal at the 3rd DCA. A decision is expected in late spring/early summer.

GOAL #28 (CLOSED): ADDRESS PLANTINGS AND OTHER ITEMS PLACED IN RIGHTS-OF-WAY

Item transferred from Action Report to Strategic Plan; not a 2017 workshop discussion item.

Focus Area: Village Character/Business Environment/Branding.

OBJECTIVE 28A (CLOSED): Create Right-of-Way Ordinance.

RESPONSIBLE PARTY: Village Attorney.

COMPLETE BY: February 2018.

PROGRESS/COMPLETION: Final was draft under review for consideration by the LPA. Due to impacts of and potential conflicts with proposed State legislation, item was on hold pending completion of the legislative session in May 2019.

After further review by staff, the necessary right-of-way regulations are substantively addressed within Chapters 30 and 50 of the Code. Consequently, the item has been closed. OBJECTIVE 28A CLOSED.

GOAL #29 (COMPLETE): AMEND IMPACT FEE SCHEDULE

Item transferred from Action Report to Strategic Plan; not a 2017 workshop discussion item.

Focus Area: Financial Condition. *(Action Report Item)*

OBJECTIVE 29A (COMPLETE): Amend Impact Fee Schedule.

RESPONSIBLE PARTY: Village Manager.

COMPLETE BY: April 2018.

PROGRESS/COMPLETION: On 2/01/18, Council consensus to continue current Impact Fee Schedule and to collect Wastewater System Development Charges "up front" rather than adding new units to assessment roll. OBJECTIVE 29A COMPLETE.

GOAL #30 (COMPLETE): TRANSITION FROM CONTRACTED TO IN-HOUSE WASTEWATER OPERATIONS AND MAINTENANCE SERVICES

Item transferred from Action Report to Strategic Plan; not a 2017 workshop discussion item.

Focus Area: Financial Condition.

OBJECTIVE 30A (COMPLETE): Terminate operation portion of Wastewater Agreement.

RESPONSIBLE PARTY: Village Manager.

COMPLETE BY: February 2018.

PROGRESS/COMPLETION: Termination for convenience letter transmitted 12/12/17; effective date of termination is 3/12/18. Transition to in-house operation occurred 3/12/18. OBJECTIVE 30A COMPLETE.

OBJECTIVE 30B (COMPLETE): Implement back-up staffing requirements.

RESPONSIBLE PARTY: Village Manager.

COMPLETE BY: February 2018.

PROGRESS/COMPLETION: Public Works Department staff cross-training with Wastewater Department Technicians. OBJECTIVE 30B COMPLETE.

GOAL #31 (OPEN): BUILD A DESIGNATED COUNCIL CHAMBERS

Focus Area: Infrastructure/Capital Projects/Parks /Technology.

OBJECTIVE 31A (OPEN): Identify sites/properties.

RESPONSIBLE PARTY: Village Manager.

COMPLETE BY: September 30, 2020.

PROGRESS/COMPLETION: Council Chambers to be proposed as part of the Public Works facility on "the hill" behind the Administrative Center. (GOAL #1.) Staff to request Village Council direction regarding proposed site during 2021 strategic planning session.

OBJECTIVE 31B (OPEN): Determine cost for retrofit or new construction.

RESPONSIBLE PARTY: Village Manager.

COMPLETE BY: September 30, 2020.

PROGRESS/COMPLETION: Project costs such as development of a site plan not included in fiscal year 2020-2021 budget due to unknown economic effects of the ongoing coronavirus pandemic. Staff to request Village Council direction during 2021 strategic planning session.

GOAL #32 (COMPLETE): WEEKEND CODE ENFORCEMENT

Focus Area: Village Character/Business Environment/Branding

OBJECTIVE 32A (COMPLETE): Fund additional position and establish rotating schedule.

RESPONSIBLE PARTY: Village Council/Development Services Director

COMPLETE BY: October 1, 2019

PROGRESS/COMPLETION: New full-time Code Enforcement position created with the adopted fiscal year 2019-2020 Budget. New employee hired December 2019. Rotating schedule to be established following full training of Code Officers.

Rotating scheduled delayed due to resignation of Code Officer in March 2020 and COVID-19 pandemic. Two officers rotating weekend shifts while interviewing for new Code Officer.

Code enforcement weekend coverage schedule in place September 2020. GOAL and OBJECTIVE 32A COMPLETE.

GOAL #33 (OPEN): WASTEWATER UTILITY

Focus Area: Infrastructure/Capital Projects/Parks /Technology.

OBJECTIVE 33A (OPEN): Resolve problem with force main near MM 93.

RESPONSIBLE PARTY: Public Works and Wastewater Director.

COMPLETE BY: ASAP.

PROGRESS/COMPLETION: Engineering evaluation completed Aug 2019 and recommendations finalized Sep 2019. Initial adjustments to pump operation have proven successful. Permanent changes to pump operations included in fiscal year 2019-2020 adopted Budget.

Transfer station upgrades design phase began Jan 20, 2020. Design to be completed by November 2020 to be followed by RFP. Expected completion October 2021.

UPDATE March 31, 2021: DEP permitting took longer than expected. RFP for construction to be released spring 2021; updated completion date spring 2022.

OBJECTIVE 33B (COMPLETE): Increase sewer review fees (cost recovery, due to multiple reviews required).

RESPONSIBLE PARTY: Development Services Department.

COMPLETE BY: December 31, 2019.

PROGRESS/COMPLETION: Building Official to include the new fee in the fee schedule to be updated in 2019. Resolution No. 19-08-56 adopted on August 8, 2019 increased fees for Wastewater plans review and repeated reviews. OBJECTIVE 33B COMPLETE.

OBJECTIVE 33C (OPEN): Hardening of Wastewater System.

RESPONSIBLE PARTY: Public Works and Wastewater Director.

COMPLETE BY: September 30, 2021.

PROGRESS/COMPLETION: Wastewater system hardening included in the following applications for mitigation grants submitted between October 2018 and July 2019: CDBG/HUD, HMGP and CDBG/DR.

Approval notice for $875,000 HMGP funds received from FDEM Dec 2019 for three 200 to 300-kilowatt trailer-mounted generators; quick connects; and floodproofing (dam boards) at all pump stations. Waiting for final contract before proceeding with bids/purchases.

HMGP Agreement executed in April 2020. As of September 30, 2020, RFQ was under FDEM review prior to releasing/advertising.

UPDATE March 31, 2021: FDEM approved; Council approved design and permitting by CPH on February 25, 2021.

GOAL #34 (OPEN): EMPLOYEE HOUSING

Focus Area: Staff recruitment and retention.

OBJECTIVE 34A: Employee housing on Village-owned lot on Orchid Street.

RESPONSIBLE PARTY: Village Manager.

COMPLETE BY: September 2023.

PROGRESS/COMPLETION: UPDATE September 2020: Staff to request direction of new Village Council. Alternative to consider is selling property and use revenue toward planned Plantation Key Colony workforce/affordable housing projects.

OBJECTIVE 34A (OPEN): Identify other properties for employee housing including options outside the Village.

RESPONSIBLE PARTY: Village Manager.

COMPLETE BY: Ongoing.

PROGRESS/COMPLETION: No additional properties identified to date.

GOAL #35 (OPEN): IMPLEMENT PLAN FOR "THE FILLS"

Focus Area: Environmental Protection/Water Quality AND Village Character/Business Environment/Branding

OBJECTIVE 35A (OPEN): Implement a plan for the Fills.

RESPONSIBLE PARTY: Village Manager.

COMPLETE BY: September 1, 2019

PROGRESS/COMPLETION: July 4, 2019 through Labor Day, reduced vehicle parking on state ROW with barricades, cones, ropes and staffing on weekends and holidays. Also beginning 7/04/19, rented portable toilets with frequent cleanings.

Sublease Agreement with FDEP for upland portion of the Indian Key Fill Boat Ramp area fully executed June 16, 2020. Five-year lease with two five-year renewals began June 15, 2020.

Lease with FDOT for the remainder of the Fills area approved by Council June 18, 2020 and transmitted for execution. Five-year lease with one five-year renewal

Public Works Director created conceptual master plan and presented to Council for approval July 16, 2020.

UPDATE September 30, 2020: Utilization of new engineering "library" to develop a schematic/master plan for submittal to FDOT to begin October 2020.

Update March 2021: RFP for conceptual Master Plan released early 2021; firm approved by the Village Council on March 8, 2021.

GOAL #36 (CLOSED): INVESTIGATE PURCHASE OF A DREDGE

Focus Area: Disaster Recover

OBJECTIVE 36A (CLOSED): Investigate the purchase of a dredge.

RESPONSIBLE PARTY: Village Manager.

COMPLETE BY: October 1, 2020.

PROGRESS/COMPLETION: Determination made that the cost of purchase, maintenance and storage of a dredge and barge is far higher than the benefit of owning the equipment. OBJECTIVE 36A CLOSED 6/30/2020.

Council Communication

To: Mayor and Village Council
From:
Date: November 7, 2023
SUBJECT: **Update on November 14, 2023 Village Manager Interview Process**

Background:

Analysis:

Budget Impact:

Staff Impact:

Recommendation:

Attachments: None

Council Communication

To: Mayor and Village Council
From:
Date: November 7, 2023
SUBJECT: **Introduction of Monroe County Senior Director of Strategic Planning & Director of Libraries Kimberly Matthews**

Background:

Analysis:

Budget Impact:

Staff Impact:

Recommendation:

Attachments: None

Council Communication

To: Mayor and Village Council
From:
Date: November 7, 2023
SUBJECT: **Update on:**
Noise Ordinance Workshop
Analysis of Addressing Public Nuisance at Public Access Points
East Ridge Ramp Closure
Comprehensive Plan Update Scheduling
Priority Matrix Initiated by Council Member Gregg
FDOT Signage at Palms
Founders Park Strategic Plan
Baseball Stadium Buildout at Founders
Hiring Process of Recently Budgeted Staff Positions
Village Attorney Update on Best Practices for Council Communications with Staff

Background:

Analysis:

Budget Impact:

Staff Impact:

Recommendation:

Attachments: None

Council Communication

To: Mayor and Village Council
From: Marne McGrath, Village Clerk
Date: November 7, 2023
SUBJECT: **Meeting Minutes: - TAB 4**
Special Call Land Use - July 20, 2023
Regular Village Council Meeting - July 27, 2023
Budget Workshops #1 and #2 - August 2 & 3, 2023
Special Call Village Council Meeting - August 3, 2023
Regular Village Council Meeting - August 17, 2023
Regular Village Council Meeting - September 7, 2023
Budget Hearing #1 - September 12, 2023
Budget Hearing #2 - September 19, 2023
Special Call Land Use - September 21, 2023
Regular Village Council Meeting - September 28, 2023
Freebee Workshop - October 3, 2023
Village Manager Selection Process Meeting - October 3, 2023
Regular Village Council Meeting - October 10, 2023

Background:

Analysis:

Budget Impact:

Staff Impact:

Recommendation:

Attachments:
1. 07202023_Special Call Village Council Meeting Minutes
2. 07272023_Regular Village Council Minutes
3. 08022023_Budget Workshop 1 Minutes
4. 08032023 Special Call Village Council Minutes
5. 08032023_Budget Workshop 2 Minutes
6. 08172023_Regular Village Council Minutes
7. 09072023_Regular Village Council Minutes

8. 09122023_Budget Hearing 1 Minutes
9. 09192023_Budget Hearing 2 Minutes
10. 09212023_Land Use Council Meeting
11. 09282023_Regular Village Council Minutes
12. 10032023_Freebee Community Workshop Minutes
13. 10032023_Village Manager Selection Process Workshop Minutes
14. 10102023_Regular Villlage Council Minutes

Islamorada, Village of Islands

SPECIAL CALL VILLAGE COUNCIL MEETING AMENDED AGENDA

July 20, 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 05:31 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

Tony Hammon led the Pledge of Allegiance and Mayor Pinder started the meeting with a prayer.

III. AGENDA: Requests for Deletion / Emergency Additions

Additions or deletions to the agenda:

Village Attorney John Quick:

- Recommendations for next steps for interim manager to be heard at the end of the action items
- Historical Preservation Committee issue

Council Member Henry Rosenthal

- Remove Tab 10 - Outdoor Seating Areas

Council Member Elizabeth Jolin

- Remove Tab 12 - BPAS Ordinance

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 5:48 pm

Speakers included:

Ed Codispoti
Angie Lucas
Van Cadenhead
Scott Kay
Humberto Codispoti
Angel Borden
Alina Davis
Unidentified Zoom Caller

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

V. MAYOR / COUNCIL COMMUNICATIONS

Mayor Joseph B. Pinder III suggested Council reconsider its vote to remove the Village Manager and to extend Ted Yates' employment for 90 days until we find a manager.

Village Attorney John Quick noted the motion to reconsider would have to come from one of the prevailing council members. There was no interest in reconsidering the motion from the prevailing members.

VI. VILLAGE ATTORNEY / VILLAGE MANAGER COMMUNICATIONS

Village Attorney John Quick noted he was working on a request of Vice Mayor Sharon Mahoney to standardize all Committees to seven members.

VII. QUASI-JUDICIAL

A. Notice of Intent to Issue Minor Conditional Use/Site Plan Approval - **TAB 1** (Jennifer DeBoisbriand , Planning Director)

A RESOLUTION OF THE VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA, CONSIDERING THE PLANNING DIRECTOR'S NOTICE OF INTENT TO ISSUE MINOR CONDITIONAL USE WITH SITE PLAN APPROVAL (PLSPR20230045); FOR THE PLANTATION TROPICAL PRESERVE DEVELOPMENT PROPOSING PARKING, WALKWAYS, GAZEBOS, AND GREEN SPACES AT THE EAST AND WEST ENDS OF THE PRESERVE; FOR PROPERTY LOCATED AT 146 SUNSHINE BLVD, ON PLANTATION KEY HAVING PARCEL NUMBER 00437491-005501; AND PROVIDING FOR AN EFFECTIVE DATE.

Ex Parte Communications:
Mayor Joseph B. Pinder III - none
Vice Mayor Sharon Mahoney - none
Council Member Mark Gregg - none
Council Member Elizabeth Jolin - spoke with Andrew Dutton
Council Member Henry Rosenthal - none

Planning Director Jennifer DeBoisbriand introduced the item noting the request to issue a Major Conditional Use to Andrew Dutton for a park project. Environmental Resources Manager Pete Frezza noted the vacant property is just south of Tavernier Creek Bridge and Mr. Dutton lives next to the lot. The conceptual renderings showed 4 parking spots, a walking path, and a pavilion.

Mayor Joseph B. Pinder III opened public comment to those in opposition to the project at 6:45 p.m.

Speakers included:

Vanessa Chamizo
Matt Temkin
Angel Borden
Paula Albertson
Richard Black

There was no one wishing to speak in support of the project.

Environmental Resources Manager Frezza noted there used to be a mobile home on the site and that we have retained the building right associated with the property.

After a robust discussion, the Council denied the request and directed Mr. Frezza to plant more trees and restore the hammock on the site.

ACTION:	Motion to deny request item VII.A. 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

B. Orange Street - Roadway Abandonment - **TAB 2** (Jennifer DeBoisbriand , Planning Director)

A RESOLUTION OF THE VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA, CONSIDERING A REQUEST BY JAMES LUPINO, ESQ. ("Agent") ON BEHALF OF MM82,790 LLC ("OWNER"), TO ABANDON AND VACATE A PORTION OF ORANGE STREET RIGHT OF WAY, AS SHOWN ON THE PLAT OF "MAP OF THE TOWNSITE OF ISLAMORADA", ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 1, AT PAGE 48, OF THE PUBLIC RECORDS OF MONROE COUNTY, FLORIDA, BEING MORE PARTICULARY DESCRIBED IN "EXHIBIT A"; RESERVING TO THE VILLAGE ALL RIGHTS OVER ANY PUBLIC UTILITY EASEMENTS; AND PROVIDING FOR AN EFFECTIVE DATE

Ex Parte Communications:
Mayor Joseph B. Pinder III - none
Vice Mayor Sharon Mahoney - Ty Harris
Council Member Mark Gregg - Ty Harris
Council Member Elizabeth Jolin - none
Council Member Henry Rosenthal - none

Planning Director Jennifer DeBoisbriand summarized the request to abandon a section of Orange Street that is currently used for parking for area businesses. She noted staff recommended approving the request.

James Lupino spoke on behalf of the applicant. He contended the area could be used as a parking lot only, and was not appropriate for a bike path or road. He indicated the applicant was told by the village to apply for abandonment.

Mayor Joseph B. Pinder III opened public comment.

Speakers in favor:

Angel Borden
Van Cadenhead

Speakers in opposition:

David Freedman, representing Mary Barley, and noted neighbors the Reeds and the Stones also objected
Mary Barley, speaking as a Trustee of Mary Barley trust
Architect Matt Polak

Public comment was closed at 8:09 pm

It was determined by the Council that they did not have enough information and requested staff research the history of the site.

ACTION:	Motion to continue to a time certain September 21 for Planning/Legal to investigate property history item VII.B. by Mark Gregg second by Joseph B. Pinder III; Motion passed with a 4:1
AYES:	Sharon Mahoney, Elizabeth Jolin, Mark Gregg, Joseph B. Pinder III
NAYS:	Henry Rosenthal
ABSTAIN:	None

Mayor Joseph B. Pinder III called for a recess at 8:33 p.m.

VIII. RESOLUTIONS

A. Approval of 2nd Quarter 2023 Non-Residential Building Permit Allocations - **TAB 4** (Jennifer DeBoisbriand , Planning Director)

A RESOLUTION OF THE VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA, APPROVING NONRESIDENTIAL BUILDING PERMIT ALLOCATION SYSTEM ("BPAS") RANKINGS AND AWARDING NONRESIDENTIAL BUILDING PERMIT ALLOCATIONS FOR QUARTER 2 OF 2023; AND PROVIDING AN EFFECTIVE DATE

The meeting was reconvened at 8:56 p.m.

Mayor Joseph B. Pinder III opened public comment.

There was no one wishing to speak.

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

B. Remaining Non-Residential and Affordable Dwelling Unit Quarterly Allocations -**TAB 5** (Jennifer DeBoisbriand , Planning Director)

A RESOLUTION OF THE VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA, ESTABLISHING THE REMAINING AMOUNT OF NONRESIDENTIAL FLOOR AREA AND AFFORDABLE RESIDENTIAL DWELLING UNITS, QUARTERLY ALLOCATIONS, AND THE DISTRIBUTION OF ALLOCATIONS BETWEEN CATEGORIES OF THE BUILDING PERMIT ALLOCATION SYSTEM FOR 2023; AND PROVIDING AN EFFECTIVE DATE

Mayor Joseph B. Pinder III opened public comment.

Speakers included

Capt Ed Davidson
Van Cadenhead
Angel Borden

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

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

ABSTAIN: None

IX. ORDINANCES

A. Amendment of the Village Code to Standardize Notice Provisions for the Development Review Process - **2nd Reading - TAB 6** (Jennifer DeBoisbriand , Planning Director)

AN ORDINANCE OF ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA, AMENDING CHAPTER 30, ARTICLE IV, DIVISION 2 – DEVELOPMENT REVIEW PROCESS BY STANDARDIZING PUBLIC NOTICE PROVISIONS; PROVIDING FOR THE REPEAL OF ALL CODE PROVISIONS AND ORDINANCES INCONSISTENT WITH THIS ORDINANCE; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE; PROVIDING FOR THE TRANSMITTAL OF THIS ORDINANCE TO THE FLORIDA DEPARTMENT OF ECONOMIC OPPORTUNITY; AND PROVIDING FOR AN EFFECTIVE DATE UPON APPROVAL OF THIS ORDINANCE BY THE FLORIDA DEPARTMENT OF ECONOMIC OPPORTUNITY.

Planning Director Jennifer DeBoisbriand noted the proposed ordinance had been before the LPA on February 13, 2023 and the first reading by Council was on May 18,2023.

Mayor Joseph B. Pinder III opened public comment

Speakers included:

Van Cadenhead
Angel Borden
Capt Ed Davidson

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

B. Chapter 30, Article VI, Division 11 - Alcoholic Beverage Use Permits - **2nd Reading - TAB 7** (Jennifer DeBoisbriand , Planning Director)

AN ORDINANCE OF ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA, AMENDING CHAPTER 30, BY REPEALING DIVISION 11 – ALCOHOLIC BEVERAGE USE PERMITS; PROVIDING FOR

THE REPEAL OF ALL CODE PROVISIONS AND ORDINANCES INCONSISTENT WITH THIS ORDINANCE; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE; PROVIDING FOR THE TRANSMITTAL OF THIS ORDINANCE TO THE FLORIDA DEPARTMENT OF ECONOMIC OPPORTUNITY; AND PROVIDING FOR AN EFFECTIVE DATE UPON APPROVAL OF THIS ORDINANCE BY THE FLORIDA DEPARTMENT OF ECONOMIC OPPORTUNITY.

Village Attorney John Quick noted the ordinance went before the LPA twice; once in February 2023 and once in March 2023. The Council heard it on first reading on May 18, 2023.

Mayor Joseph B. Pinder III opened public comment.

Speakers included:
Van Cadenhead
Angel Borden
Tony Hammon

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

ACTION:	Motion to approve item IX.B. by Mark Gregg second by Sharon Mahoney; Motion passed with a 3:2
AYES:	Sharon Mahoney, Mark Gregg, Joseph B. Pinder III
NAYS:	Elizabeth Jolin, Henry Rosenthal
ABSTAIN:	None

C. Amendment to Tourist Commercial (TC) District to Incorporate Boat Dealerships as a Major Conditional Use - **2nd Reading - TAB 8**
(Jennifer DeBoisbriand , Planning Director)

AN ORDINANCE OF ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA, AMENDING CHAPTER 30, TOURIST COMMERCIAL (TC) DISTRICT TO ALLOW BOAT DEALERSHIPS AS A MAJOR CONDITIONAL USE; PROVIDING FOR THE REPEAL OF ALL CODE PROVISIONS AND ORDINANCES INCONSISTENT WITH THIS ORDINANCE; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE; PROVIDING FOR THE TRANSMITTAL OF THIS ORDINANCE TO THE FLORIDA DEPARTMENT OF ECONOMIC OPPORTUNITY; AND PROVIDING FOR AN EFFECTIVE DATE UPON APPROVAL OF THIS ORDINANCE BY THE FLORIDA DEPARTMENT OF ECONOMIC OPPORTUNITY.

Planning Director Jennifer DeBoisbriand noted the LPA heard the ordinance on February 13, 2023, and the Council's first reading was on May 18, 2023.

Mayor Joseph B. Pinder III opened public comment

Speakers included:

Van Cadenhead
Angel Borden

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

Discussion ensued as to whether SD Marine at Snake Creek was a grandfathered use.

ACTION:	Motion to approve item IX.C. by Mark Gregg second by Elizabeth Jolin; Motion passed with a 4:1
AYES:	Sharon Mahoney, Elizabeth Jolin, Mark Gregg, Henry Rosenthal
NAYS:	Joseph B. Pinder III
ABSTAIN:	None

D. Amendment of Village Code to Modify Chapter 30 (Land Development Regulations) Division 9 related to Outdoor Seating Areas - **2nd Reading - TAB 10 - Removed at the Dais during Agenda Additions and Deletions** (Jennifer DeBoisbriand , Planning Director)

AN ORDINANCE OF ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA, AMENDING CHAPTER 30, LAND DEVELOPMENT REGULATIONS RELATED TO OUTDOOR SEATING AND OUTDOOR PLAZAS; PROVIDING FOR THE REPEAL OF ALL CODE PROVISIONS AND ORDINANCES INCONSISTENT WITH THIS ORDINANCE; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE; PROVIDING FOR THE TRANSMITTAL OF THIS ORDINANCE TO THE FLORIDA DEPARTMENT OF ECONOMIC OPPORTUNITY; AND PROVIDING FOR AN EFFECTIVE DATE UPON APPROVAL OF THIS ORDINANCE BY THE FLORIDA DEPARTMENT OF ECONOMIC OPPORTUNITY.

E. Lot Area Variance Code Amendment - **2nd Reading - TAB 11** (Jennifer DeBoisbriand , Planning Director)

AN ORDINANCE OF ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA, AMENDING CHAPTER 30, LAND DEVELOPMENT REGULATIONS RELATED VARINCES TO PERMIT A MINOR RELAXATION TO MINIMUM LOT AREA REQUIREMENTS NOT TO EXCEED FIVE PERCENT (5%) OF THE MINIMUM REQUIRED LOT AREA OR 250 SQUARE FEET, WHICHEVER IS LESS; PROVIDING FOR THE REPEAL OF ALL CODE PROVISIONS AND ORDINANCES INCONSISTENT WITH THIS ORDINANCE; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION

IN THE CODE; PROVIDING FOR THE TRANSMITTAL OF THIS ORDINANCE TO THE FLORIDA DEPARTMENT OF ECONOMIC OPPORTUNITY; AND PROVIDING FOR AN EFFECTIVE DATE UPON APPROVAL OF THIS ORDINANCE BY THE FLORIDA DEPARTMENT OF ECONOMIC OPPORTUNITY.

Planning Director Jennnifer DeBoisbriand noted the LPA heard the ordinance at its February 13, 2023 meeting, and the first reading before the Council was on May 18, 2023.

Mayor Joseph B. Pinder III opened public comment

Speakers included:

Van Cadenhead
Capt Ed Davidson
Angel Borden

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

ACTION:	Motion to approve item IX.E. by Mark Gregg second by Joseph B. Pinder III; Motion failed with a 2:3
AYES:	Mark Gregg, Joseph B. Pinder III
NAYS:	Sharon Mahoney, Elizabeth Jolin, Henry Rosenthal
ABSTAIN:	None

F. Ordinance Amending Policy 1-3.1.1, Establish a Building Permit Allocation System - **1st Reading - TAB 12 - Removed at the Dais during Agenda Additions and Deletions** (Jennifer DeBoisbriand , Planning Director)

AN ORDINANCE OF ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA, AMENDING POLICY 1-3.1.1, ESTABLISH A BUILDING PERMIT ALLOCATION SYSTEM, OF THE VILLAGE COMPREHENSIVE PLAN RELATING TO ESTABLISHING ADDITIONAL NON-RESIDENTIAL BUILDING PERMIT ALLOCATIONS; PROVIDING FOR THE TRANSMITTAL OF THIS ORDINANCE TO THE STATE DEPARTMENT OF ECONOMIC OPPORTUNITY; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE UPON APPROVAL OF THIS ORDINANCE BY THE STATE DEPARTMENT OF ECONOMIC OPPORTUNITY.

X. VILLAGE MANAGER DISCUSSION - Added at the Dais during Agenda Additions and Deletions

Village Attorney John Quick noted there were three options for bringing an interim Village Manager; an internal process with someone on staff; appoint a Council Member to speak to community members who may be qualified; and that there are former

managers for hire. The Council could appoint someone to negotiate if they were interested in this option.

It was recommended that outgoing Village Manager Ted Yates be asked to complete a transition memo and have an exit interview with the HR Director and a Member of Council.

Mayor Joseph B. Pinder III opened public comment.

Speakers included:

Scott Kay
Capt Ed Davison
Angel Borden
Van Cadenhead

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

A motion was made to extend the meeting until 11 p.m.

Discussion ensued as to options for searching for an interim manager. The consensus was for individual Council Members to contact John Quick with ideas and suggestions and work with Council Member Jolin as liaison.

A motion was made at 11 p.m. to extend the meeting for five more minutes.

XI. MORATORIUM DISCUSSION - Added at the Dais during Agenda Additions and Deletions

Council discussed a time frame for a proposed moratorium on certain BPAS applications.

Village Attorney John Quick noted he would try to get a draft on the Council's next agenda.

XII. ADJOURNMENT

A motion was made to adjourn 11:11 p.m.

Islamorada, Village of Islands
REGULAR VILLAGE COUNCIL MEETING

July 27, 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.

II. PLEDGE OF ALLEGIANCE

Capt. Derek Paul led the Pledge of Allegiance and Tony Hammon said a prayer to begin the meeting.

III. AGENDA: Requests for Deletion / Emergency Additions

The following additions or deletions were made to the agenda.

Finance Director Maria Bassett removed Tab 12 (Motion regarding Keys History and Discovery Center)

It was noted that Tabs 4, 5, and 6 were previously removed by staff prior to the meeting.

Vice Mayor Sharon Mahoney added two items to Mayor/Council Communications:

- Length of meetings
- Committee recommendations

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 5:38 pm

Speakers included:
Van Cadenhead
Andy Newman
Joe Wischmeier
John Fernandez

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

V. VILLAGE ATTORNEY / VILLAGE MANAGER COMMUNICATIONS

A. Exit Interview - John Quick

Village Attorney John Quick / Human Resources Director Evie Engelmeyer summarized Village Manager Yates' exit interview process.

Council Member Henry Rosenthal introduced County Administrator Roman Gastesi and Interim Village Attorney John Quick summarized the process for an employee interchange agreement with Monroe County and noted he has been working with the County on a tentative deal to have one of Monroe County's administrative team serve as Interim Village Manager. Mr. Quick suggested scheduling a 30-minute Special Meeting to occur prior to the Second Budget Workshop on Aug 3 to discuss and potentially finalize the details.

B. Transition Memo - John Quick

Outgoing Village Manager Ted Yates indicated he would prepare a transition memo.

VI. MAYOR / COUNCIL COMMUNICATIONS

A. Interim Manager Discussion

Monroe County Manager Roman Gastesi noted he has spoken to the County Commission and they are amenable to permitting Employee Services Director Bryan Cook to serve in the role of interim Village Manager as part of an employee interchange agreement.

Mr. Cook shared that he had spoken to the Council Members noting his willingness to serve as the interim Village Manager. He noted Mr. Gastesi's experience in seeing similar situations in the early days of the Village, which led him to want to find a way to assist the Village during this period of transition. Mr. Cook noted his collaborative style and experience as an administrator in the local area.

Village Manager Ted Yates wished all the best for the Village and noted he was happy to be available to answer questions during the transition.

The Council indicated they were interested in pursuing this option with the County.

B. Manager Search

There was no additional discussion on this issue.

C. Timeline

There was no additional discussion on this issue.

D. Discussion about the Length of Council Meetings - Vice Mayor Sharon Mahoney - **ADDED AT THE DAIS DURING ADDITIONS TO THE AGENDA**

Vice Mayor Mahoney requested a conversation about the length of the meetings.

Discussion ensued and the Council determined to start a new meeting schedule to begin October 1. Regular Council meetings would be held on the second Thursday of the month and the Tuesday immediately preceding it. The goal was to create one agenda and work through the agenda with a stop time of no later than 10 p.m. Any items remaining at 10 p.m. on Tuesday will be moved to Thursday's agenda.

Interim Village Attorney John Quick indicated he would craft a resolution based on the discussion to bring back for the Council's consideration.

E. Discussion on Committees - Vice Mayor Sharon Mahoney - **ADDED AT THE DAIS DURING ADDITIONS TO THE AGENDA**

Vice Mayor Sharon Mahoney noted that staff had created a book of applicants for committees. She asked Council how they wished to proceed in appointing members.

The consensus of the Council was to task the new Village Manager to add it to their list of priorities.

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.)

Interim Village Attorney John Quick noted that Tab 1 should be removed, as indicated in the discussion on Committees held during Mayor/Council Communcations.

Discussion ensued on the merits of tasking the Youth Council to create the wayfinding maps. Environmental Resources Manager Pete Frezza noted the difficulty in obtaining quotes for this project and indicated that Parks and Recreation Impact fees are required to be used for this sort of project. He asked that the resolution be adopted as presented.

Mayor Joseph B. Pinder III opened public comment.

Speakers included:
Ken Phillipson
Carolyn Wightman
Joan Scholz
John Fernandez

Deb Gillis
Van Cadenhead

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

ACTION:	Motion to approve with the removal of tab 1 item VII. 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

A. Resolution establishing a maximum number of committee members for non-Chapter 30 committees **TAB 1**

(John Quick, Interim Village Attorney)

Removed from the agenda as a result of the Mayor/Council discussion on Committees.

B. Resolution Approving a Work Authorization with CSA Central for Creation of a Wayfinding Map for the Key Tree Cactus Preserve **TAB 2**

(Peter Frezza, Environmental Resources Manager)

A RESOLUTION OF THE VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA, APPROVING WORK AUTHORIZATION NO. 3 WITH CSA CENTRAL, INC FOR CREATION OF A WAYFINDING MAP FOR THE KEY TREE CACTUS PRESERVE; 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

VIII. RESOLUTIONS

A. Resolution Approving an Agreement with Sea & Shoreline, LLC for Canal 116 Backfill Restoration Project **TAB 3**

(Peter Frezza, Environmental Resources Manager)

A RESOLUTION OF THE VILLAGE COUNCIL OF ISLAMORADA,

VILLAGE OF ISLANDS, FLORIDA, APPROVING THE FINAL RANKINGS AND RECOMMENDATIONS OF THE RFP 22-16 EVALUATION COMMITTEE FOR SELECTION OF A CONTRACTOR TO COMPLETE THE CANAL 116 BACKFILL RESTORATION PROJECT; AUTHORIZING THE VILLAGE MANAGER AND VILLAGE ATTORNEY TO NEGOTIATE AN AGREEMENT FOR THE REQUESTED SERVICES; AUTHORIZING THE VILLAGE MANAGER TO EXPEND BUDGETED FUNDS; AUTHORIZING THE VILLAGE MANAGER TO EXECUTE THE AGREEMENT; AND PROVIDING AN EFFECTIVE DATE

Environmental Resources Manager Pete Frezza introduced the request noting the item had been considered by the Council and tabled twice .He noted there have been no changes made to the scope of this project since the March meeting, His recommendation was to move forward with the project as currently designed, and suggested not modifying the plans any further.

Mr. Frezza also noted the need to select a contractor. Based on the Evaluation Committee's scoring of RPF 22-16, he noted that staff recommended Sea and Shoreline. He further noted that representatives from second place ranked Adventure Environmental Inc. were here for any questions of the Council.

Mayor Joseph B. Pinder III opened public comment.

Speakers included:

Michelle Sciarrone
Sue Miller
Van Cadenhead

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

ACTION:	Motion to approve the resolution with adventure environmental inc. as the vendor item VIII.A. 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

B. REMOVED FROM AGENDA

Resolution establishing Village Council procedures **TAB 4**

(John Quick, Interim Village Attorney)

C. REMOVED FROM AGENDA

Resolution Approving Work Authorization No. 13 with WSP for Founders Park Boat Ramp Design and Permitting Project **TAB 5**

(Peter Frezza, Environmental Resources Manager)

A RESOLUTION OF THE VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA, APPROVING WORK AUTHORIZATION NO. 13 WITH WSP USA ENVIRONMENT & INFRASTRUCTURE, INC. FOR PROFESSIONAL SERVICES FOR THE FOUNDERS PARK BOAT RAMP II 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 PROJECT AGREEMENT; AND PROVIDING FOR AN EFFECTIVE DATE

D. REMOVED FROM AGENDA

Resolution Approving Purchases from SHI International Corp. for FY 2022-2023 - **Continued from 7/6 - TAB 6**

(Vince Tarves, Systems Engineer)

A RESOLUTION OF THE VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA, RATIFYING PURCHASES FROM SHI INTERNATIONAL CORP. FOR FY 2022-2023 THROUGH JUNE 25, 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

E. Resolution to Adopt Second FY 2022-2023 Budget Amendment - **Continued from 7/6 - TAB 7**

(Maria Bassett, Finance Director)

A RESOLUTION OF THE VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA, AMENDING THE VILLAGE'S ADOPTED BUDGET FOR FISCAL YEAR 2022-2023; AND PROVIDING AN EFFECTIVE DATE

Finance Director Maria Bassett summarized the amendments included in the request. She notes that the Resolution that annually adopts the budget specifies the Village Manager can make line item adjustments to cover expenses, which

then go to the Council for approval.

Mayor Joseph B. Pinder III opened public comment.

Speakers included:

Capt Ed Davidson
Sue Miller
Scott Kay
Lisa Mongelia

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

ACTION:	Motion to approve item VIII.E. 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

F. Resolution Approving First Amendment to Agreement with Dockmasters Marine Construction, Inc. **TAB 8**

(Maria Bassett, Finance Director)

A RESOLUTION OF THE VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA, APPROVING A FIRST AMENDMENT TO THE AGREEMENT BETWEEN DOCKMASTERS MARINE CONSTRUCTION, INC., AND ISLAMORADA, VILLAGE OF ISLANDS, TO PROVIDE PROFESSIONAL CONTRACTOR SERVICES ; 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

ACTION:	Motion to approve item VIII.F. by Elizabeth Jolin 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

G. Resolution Approving the Fourth Amendment to the Contract for Local Police Services **TAB 9**

(Maria Bassett, Finance Director)

A RESOLUTION OF THE VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA, APPROVING THE FOURTH AMENDMENT TO THE CONTRACT FOR LOCAL POLICE SERVICES BETWEEN THE MONROE COUNTY SHERIFF'S OFFICE, THE MONROE COUNTY BOARD OF COUNTY COMMISSIONERS AND ISLAMORADA, VILLAGE OF ISLANDS FOR FISCAL YEAR 2023-2024 (YEAR FIVE) CONTRACT PRICING; AUTHORIZING THE MAYOR TO EXECUTE THE FOURTH AMENDMENT; AUTHORIZING THE VILLAGE MANAGER TO EXPEND BUDGETED FUNDS; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE

ACTION:	Motion to approve item VIII.G. 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

H. Preliminary Rate Resolution for FY 2023-2024 Solid Waste Assessment **TAB 10**

(Maria Bassett, Finance Director)

A PRELIMINARY RATE RESOLUTION OF ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA, RELATING TO THE COLLECTION AND DISPOSAL OF SOLID WASTE WITHIN THE VILLAGE FOR FISCAL YEAR 2023-2024; ESTABLISHING THE ESTIMATED ASSESSMENT RATE FOR SOLID WASTE SERVICE AGAINST ASSESSED PROPERTY LOCATED WITHIN ISLAMORADA, VILLAGE OF ISLANDS, FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2023 THROUGH SEPTEMBER 30, 2024; DIRECTING THE PREPARATION OF AN ASSESSMENT ROLL; PROVIDING FOR PUBLIC HEARING AND NOTICE THEREOF; AND PROVIDING FOR AN EFFECTIVE DATE

ACTION:	Motion to approve item VIII.H. 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

IX. MOTIONS

A. Motion to Accept Funds Appropriated by the 2023 Florida Legislature for Purchase of 2024 Freightliner Ambulance - **Continued from 7/6 - TAB 11**

(Maria Bassett, Finance Director)

MOTION TO ACCEPT FUNDS IN THE AMOUNT OF $190,000.00 APPROPRIATED BY THE 2023 FLORIDA LEGISLATURE FOR THE PURCHASE OF ONE (1) 2024 FREIGHTLINER AMBULANCE FOR THE FIRE RESCUE DEPARTMENT

ACTION:	Motion to approve item IX.A. by Henry Rosenthal 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. REMOVED FROM AGENDA

Motion to Continue or Discontinue Standby Letter of Credit Requirement for Keys History and Discovery Center **TAB 12**

The tab was removed at the request of Finance Director Maria Bassett.

X. ADJOURNMENT

Council Member Gregg and Mayor Pinder thanked outgoing Village Manager Ted Yates for his service to the residents of Islamorada.

There was a motion to adjourn the meeting at 7:17 p.m.

Islamorada, Village of Islands
BUDGET WORKSHOP

August 2, 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 03:02 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

Beth led the Pledge of Allegiance and Mayor Pinder said a prayer to start the meeting.

III. PUBLIC COMMENT

Mayor Pinder opened public comment.

Speakers included:

Van Cadenhead
Deb Gillis
Beth Kaminstein
Sue Miller

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

IV. ITEMS FOR DISCUSSION

A. Zero-Based Budgeting and the Village's Budget Development Process - **TAB 1**

Finance Director Maria Bassett spoke on zero-based budgeting and noted that the Village's budget is created from projected trends and is very tight.

B. Overview of the Finance Department, Governmental Finance, Fund Reserves, and the Village's Purchasing Policies and Procedures - **TAB 2**

Finance Director Bassett reported on the Village's purchasing policies and procedures. She noted that expenditures of less than $25,000 are in the manager's purview but require three quotes if they exceed the department

director's spending threshold of $2,500. Expenses in excess of $25,000 go out to bid.

C. Status of Pooled Cash and Village Debt - **TAB 3**

Finance Director Bassett reviewed the bank and investment account balances. She summarized an overview of governmental and enterprise fund debts, noting our outstanding principal is around $60,000,000.

D. Personnel - **TAB 4**

- Full-Time Equivalents
- Staff Compensation
- Self-funded Health Insurance Program
- COLA and Pay Increases

Human Resources Director Evie Engelmeyer noted the bulk of our budget is personnel; we are a service provider.
A 7% Cost of Living Allowance was being requested.
Discussion ensued about potentially adding a resiliency position and a part-time arts and cultural position.

E. FY 2022-2023 General Fund Projection - **TAB 5**

Finance Director Bassett summarized the General fund projection based on her experience and trends.

F. FY 2023-2024 General Fund Preliminary Budget Summaries - **TAB 6**

Finance Director Bassett summarized scenarios based on various millage rates.

G. General Fund Revenues - **TAB 7 - HEARD AT BUDGET WORKSHOP #2**
HEARD AT BUDGET WORKSHOP #2

H. General Government - **TAB 8 - HEARD AT BUDGET WORKSHOP #2**
(EXCEPT FOR VILLAGE MANAGER DEPARTMENT)

- Village Council Department
- Village Attorney Department
- Village Manager Department
- Village Clerk Department
- Finance and Administration Department
- IT and Communications Department

Discussed the Village Manager fund in Tab 8 and then recessed until the next day.

Council Member Henry Rosenthal moved to adjourn at 5:41 pm.

I. Development Services - **TAB 9 - HEARD AT BUDGET WORKSHOP #2**

- Planning and Development Services Department
- Code Compliance Department
- Affordable Housing Fund
- Impact Fee Fund
- Building Services Fund

J. Public Safety and Emergency Management - **TAB 10 - HEARD AT BUDGET WORKSHOP #2**

- Local Law Enforcement (MCSO) Department
- Fire Rescue Department

K. Culture and Recreation - **TAB 11 - HEARD AT BUDGET WORKSHOP #2**

- Parks and Recreation Department
- Marina Enterprise Fund

L. Public Works - **TAB 12 - HEARD AT BUDGET WORKSHOP #2**

- Public Works Department - Roadway Maintenance and Fills
- Solid Waste Fund
- Stormwater Enterprise Fund
- Transportation Fund

M. Wastewater Enterprise Fund and Capital Project Fund - **TAB 13 - HEARD AT BUDGET WORKSHOP #2**

V. COUNCIL DISCUSSION

VI. ADJOURNMENT

Council Member Henry Rosenthal moved to adjourn at 5:41 p.m.

Islamorada, Village of Islands

SPECIAL CALL VILLAGE COUNCIL MEETING

August 3, 2023 - 2:30 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 02:28 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

Annie Osgard led the Pledge of Allegiance and Mayor Pinder said a prayer to begin the meeting.

III. AGENDA: Requests for Deletion / Emergency Additions

There were no additions or deletions.

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 Pinder opened public comment.

Speakers included:

Van Cadenhead
Capt. Ed Davidson
Joan Scholz
Don Horton

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

V. VILLAGE ATTORNEY / VILLAGE MANAGER COMMUNICATIONS

A. Discussion of Next Steps for Employee Interchange Agreement with Monroe County

Village Attorney John Quick noted that Monroe County had agreed to lend Director of Human Services Bryan Cook to serve as the Interim Village Manager

for a term of 60 days which is renewable at the Council's discretion for up to two years. The annual salary for Mr. Cook's service would be $248,000, based on Mr. Yates' salary and housing allowance. His start date would be Monday, August 7.

Mr. Cook's County work would not be chargeable to the Village - he would be required to log his time while serving as manager.

VI. MAYOR / COUNCIL COMMUNICATIONS

There were none.

VII. RESOLUTIONS

VIII. ADJOURNMENT

Moved to adjourn at 3:21pm

Islamorada, Village of Islands
BUDGET WORKSHOP

August 3, 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 03:33 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

III. PUBLIC COMMENT

IV. ITEMS FOR DISCUSSION

A. Zero-Based Budgeting and the Village's Budget Development Process - **TAB 1 - HEARD AT BUDGET WORKSHOP #1**

B. Overview of the Finance Department, Governmental Finance, Fund Reserves, and the Village's Purchasing Policies and Procedures - **TAB 2 - HEARD AT BUDGET WORKSHOP #1**

C. Status of Pooled Cash and Village Debt - **TAB 3 - HEARD AT BUDGET WORKSHOP #1**

D. Personnel - **TAB 4 - HEARD AT BUDGET WORKSHOP #1**

- Full-Time Equivalents
- Staff Compensation
- Self-funded Health Insurance Program
- COLA and Pay Increases

E. FY 2022-2023 General Fund Projection - **TAB 5 - HEARD AT BUDGET WORKSHOP #1**

F. FY 2023-2024 General Fund Preliminary Budget Summaries - **TAB 6 - HEARD AT BUDGET WORKSHOP #1**

G. General Fund Revenues - **TAB 7 - HEARD AT BUDGET WORKSHOP #1**

H. General Government - **TAB 8**

- Village Council Department
- Village Attorney Department
- Village Manager Department **(Heard at Budget Workshop #1)**
- Village Clerk Department
- Finance and Administration Department
- IT and Communications Department

Finance Director Bassett summarized the General Government budgets.

I. Development Services - **TAB 9**

- Planning and Development Services Department
- Code Compliance Department
- Affordable Housing Fund
- Impact Fee Fund
- Building Services Fund

The Building, Code, and Planning Departments were discussed.

J. Public Safety and Emergency Management - **TAB 10**

- Local Law Enforcement (MCSO) Department
- Fire Rescue Department

Monroe County Sheriff Rick Ramsey noted they would continue to serve the Village and presented their budget, noting a $261,000 increase mostly for raises and COLA of about 8%. Health insurance, FRS, and fleet maintenance were cited as additional reasons for the increase.

Finance Director Bassett provided an overview of the Fire operating funds, noting we piggyback with Jacksonville F&R to get the best pricing. Dry floodproofing required by FLEMA $500,000 is in the budget, but we won't have real numbers until it goes out to bid.

K. Culture and Recreation - **TAB 11**

- Parks and Recreation Department
- Marina Enterprise Fund

Mayor Pinder recessed for a break at 5:49 pm and reconvened at 6:01pm

It was noted that an RFP was issued for a pool renovation consultant would come to Council next month.

It was noted that the Marina is an enterprise fund and is not supported by the general fund. The usage revenue covers expenditures.

L. Public Works - **TAB 12**

- Public Works Department - Roadway Maintenance and Fills
- Solid Waste Fund
- Stormwater Enterprise Fund
- Transportation Fund

Finance Director Bassett summarized the various DPW funding programs.

M. Wastewater Enterprise Fund and Capital Project Fund - **TAB 13**
Finance Director Bassett provided an overview of the funds.

V. COUNCIL DISCUSSION

Finance Director Bassett noted that Council needs to determine the millage rate at its September Budget Hearing.

VI. ADJOURNMENT

Council Member Henry Rosenthal moved to adjourn at 7:42 p.m.

Islamorada, Village of Islands
REGULAR VILLAGE COUNCIL MEETING

August 17, 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 05:28 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

Daniel Parabok led the Pledge and Mayor Pinder started the meeting with a prayer.

III. AGENDA: Requests for Deletion / Emergency Additions

Tab 17 Quasi-Judicial Hearing for 186 S. Airport Rd. - continued to 9/21 Land Use Meeting at applicant's request

Council Member Mark Gregg requested to move Tab 18 in front of Tab 13

ACTION: Motion to move tab 18 in front of tab 13 item III. by Mark Gregg second by Sharon Mahoney;
Motion with a 3:2
AYES: Mark Gregg, Sharon Mahoney, Joseph B. Pinder III, Elizabeth
NAYS: Jolin, Henry Rosenthal
ABSTAIN: None

Interim Attorney John Quick noted that Sojourn Properties had requested 4 admin relief in place of taking 4 BPAS allocations and that the outcome of Tab 18 would have bearing on Tab 13.

Presentations were removed as well as Tabs 19 - 22, which were ordinances being removed due to the LPA not meeting this month.

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.

Speakers included:

Van Cadenhead
Joe Wischmeier
Jamie Engel
Angel Borden
Ed Codispoti
Mark Mikelburg
Capt. Steve Friedman
Matt Bellinger
Capt. Ed Davidson
Rich Russell
Joan Scholz

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

V. MAYOR / COUNCIL COMMUNICATIONS

Carlos G, Islamorada Social, summarized the Freebee survey process noting 1,500 registered voters open the email and answer the survey out of 3,175 emails sent.

A. Vice Mayor Sharon Mahoney - Boat ramp discussion

Vice Mayor Sharon Mahoney noted she had initiated the discussion to help local fishing guides. Interim Village Manager Bryan Cook noted that Council could task staff with reviewing options to support the guides.

B. Council Member Mark Gregg - Reschedule October 26 Land Use Village Council Meeting

Council Member Mark Gregg requested move the October 26 Special Call Land Use meeting to November 2. Council concurred.

VI. VILLAGE ATTORNEY / VILLAGE MANAGER COMMUNICATIONS

A. Bryan Cook- Baseball Field Discussion

Interim Village Manager Cook noted this discussion was preliminary in nature. Any plans must go to the School Board for approval. Once an agreement was executed, then the Village gets to have a conversation with the vendor and School District.

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.)

Tab 3 for the Work Authorization at Southwind Park was moved into the Resolutions.

Council Member Henry Rosenthal noted he had been working with Publix to create 1,000 cloth bags with the Village logo. Interim Attorney John Quick noted he sent over the license agreement to Publix.

Mayor Joseph B. Pinder III opened public comment.

Speakers included:

Harold Dalton
Sue Miller

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

ACTION:	Motion to approve with the removal of tab 3 item VII. 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

A. Meeting Minutes: June 8, 2023 Regular Village Council Meeting - **TAB1**

B. Resolution Approving Amendment to Agreement With CPH, Inc., to Revise Fills Master Plan - **TAB 2**

(A.J. Engelmeyer, Public Works Director)
A RESOLUTION OF THE VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA, APPROVING A FIRST AMENDMENT TO THE AGREEMENT BETWEEN CPH, INC., AND ISLAMORADA, VILLAGE OF ISLANDS, TO REMOVE PARKING AREAS FROM THE MASTER PLAN FOR THE AREA KNOWN AS "THE FILLS"; AUTHORIZING THE VILLAGE MANAGER TO EXECUTE THE AMENDMENT; AUTHORIZING THE VILLAGE MANAGER TO EXPEND BUDGETED FUNDS; AND PROVIDING AN EFFECTIVE DATE

C. Resolution Approving TDC FY 2024 Capital Project Grant Award Agreement #3016 for Founders Park Splash Pad Safety Resurfacing Project - **TAB 4**

(Mary Swaney, Procurements & Grants Administrator)
A RESOLUTION OF THE VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA, ACCEPTING THE GRANT AWARD FROM THE MONROE COUNTY TOURIST DEVELOPMENT COUNCIL ("TDC") FOR FOUNDERS PARK SPLASH PAD SAFETY RESURFACING PROJECT; APPROVING THE GRANT AGREEMENT #3016 BETWEEN MONROE COUNTY, FLORIDA AND ISLAMORADA, VILLAGE OF ISLANDS TO PROVIDE REIMBURSEMENT FUNDING FOR THE PROJECT FROM THE TDC DURING FISCAL YEAR 2023-2024; AUTHORIZING THE VILLAGE MAYOR TO EXECUTE THE AGREEMENT; AUTHORIZING VILLAGE OFFICIALS TO

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

D. Resolution Approving TDC FY 2024 Capital Project Grant Award Agreement #3017 for Green Turtle Hammock Park Shoreline and Access Improvements -**TAB 5**

(Mary Swaney, Procurements & Grants Administrator)
A RESOLUTION OF THE VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA, ACCEPTING THE GRANT AWARD FROM THE MONROE COUNTY TOURIST DEVELOPMENT COUNCIL ("TDC") FOR GREEN TURTLE HAMMOCK PARK SHORELINE & ACCESS IMPROVEMENTS; APPROVING THE GRANT AGREEMENT #3017 BETWEEN MONROE COUNTY, FLORIDA AND ISLAMORADA, VILLAGE OF ISLANDS TO PROVIDE REIMBURSEMENT FUNDING FOR THE PROJECT FROM THE TDC DURING FISCAL YEAR 2023-2024; AUTHORIZING THE VILLAGE MAYOR TO EXECUTE THE AGREEMENT; AUTHORIZING VILLAGE OFFICIALS TO IMPLEMENT THE TERMS AND CONDITIONS OF THE AGREEMENT; AUTHORIZING THE VILLAGE MANAGER TO EXPEND BUDGETED FUNDS; AND PROVIDING AN EFFECTIVE DATE

E. Resolution Approving the FY 23-24 Final Solid Waste Non-Ad Valorem Assessment Rate for Residential Services and Roll - **TAB 6**

(Maria Bassett, Finance Director)
A RESOLUTION OF THE VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA, RELATING TO THE COLLECTION AND DISPOSAL OF SOLID WASTE IN ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA; REIMPOSING SOLID WASTE SERVICE ASSESSMENTS AGAINST ASSESSED PROPERTY LOCATED WITHIN ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA, FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2024; APPROVING THE RATE OF ASSESSMENT; APPROVING THE ASSESSMENT ROLL; AND PROVIDING FOR AN EFFECTIVE DATE

F. Resolution Approving the FY 23-24 Stormwater Services Non-Ad Valorem Assessment Rate and Roll - **TAB 7**

(Maria Bassett, Finance Director)
A RESOLUTION OF THE VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA, RELATING TO THE PROVISION OF STORMWATER MANAGEMENT SERVICES; REIMPOSING STORMWATER SERVICE ASSESSMENTS

AGAINST CERTAIN REAL PROPERTY WITHIN ISLAMORADA, VILLAGE OF ISLANDS FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2023; APPROVING THE STORMWATER ASSESSMENT ROLL FOR THE STORMWATER SERVICE ASSESSMENTS; PROVIDING FOR COLLECTION OF THE STORMWATER SERVICE ASSESSMENTS; AND PROVIDING FOR AN EFFECTIVE DATE

G. Resolution Approving FY 23-24 North Plantation Key Non-Ad Valorem Assessment Rate and Roll - **TAB 8**

(Maria Bassett, Finance Director)
A RESOLUTION OF THE VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA, RELATING TO THE CONSTRUCTION AND FUNDING OF WASTEWATER COLLECTION AND TREATMENT FACILITIES WITHIN THE NORTH PLANTATION KEY ASSESSMENT AREA; REIMPOSING SPECIAL ASSESSMENTS FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2023; APPROVING THE ASSESSMENT ROLL; PROVIDING FOR COLLECTION OF THE ASSESSMENTS; AND PROVIDING FOR AN EFFECTIVE DATE

H. Resolution Approving FY 23-24 North Plantation Key Supplemental Wastewater Non-Ad Valorem Assessment Rate and Roll - **TAB 9**

(Maria Bassett, Finance Director)
A RESOLUTION OF THE VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA, RELATING TO THE CONSTRUCTION AND FUNDING OF WASTEWATER COLLECTION AND TREATMENT FACILITIES WITHIN THE NORTH PLANTATION KEY SUPPLEMENTAL ASSESSMENT AREA; REIMPOSING SPECIAL ASSESSMENTS FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2023; APPROVING THE ASSESSMENT ROLL; PROVIDING FOR COLLECTION OF THE ASSESSMENTS; AND PROVIDING FOR AN EFFECTIVE DATE

I. Resolution Approving the FY 23-24 North Plantation Key Woods Corner Wastewater Non-Ad Valorem Assessment Rate and Roll - **TAB 10**

(Maria Bassett, Finance Director)
A RESOLUTION OF THE VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA, RELATING TO THE COLLECTION OF WASTEWATER FEES AND ADMINISTRATIVE COSTS WITHIN THE WOODS CORNER ASSESSMENT AREA; REIMPOSING SPECIAL ASSESSMENTS FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2023; APPROVING THE ASSESSMENT ROLL; PROVIDING FOR COLLECTION OF THE ASSESSMENTS; AND PROVIDING FOR AN EFFECTIVE DATE

J. Resolution Approving FY 23-24 Remaining Service Area Phase I Wastewater Non-Ad Valorem Assessment Rate and Roll - **TAB 11**

(Maria Bassett, Finance Director)
A RESOLUTION OF THE VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA, RELATING TO THE CONSTRUCTION OF WASTEWATER COLLECTION AND TREATMENT FACILITIES FOR THE WASTEWATER ASSESSMENT AREA WITHIN THE VILLAGE EXCLUDING THE NORTH PLANTATION KEY, WOODS CORNER, AND NORTH PLANTATION KEY SUPPLEMENTAL ASSESSMENT AREAS; REIMPOSING SPECIAL ASSESSMENTS FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2023; APPROVING THE ASSESSMENT ROLL; PROVIDING FOR COLLECTION OF THE ASSESSMENTS; AND PROVIDING AN EFFECTIVE DATE

K. Resolution Approving FY 23-24 Remaining Service Area Phase II Wastewater Non-Ad Valorem Assessment Rate and Roll - **TAB 12**

(Maria Bassett, Finance Director)
A RESOLUTION OF THE VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA, RELATING TO THE CONSTRUCTION AND FUNDING OF WASTEWATER COLLECTION AND TREATMENT FACILITIES FOR PHASE II OF THE WASTEWATER ASSESSMENT AREA WITHIN THE VILLAGE BUT EXCLUDING THE NORTH PLANTATION KEY, NORTH PLANTATION KEY SUPPLEMENTAL AND WOODS CORNER ASSESSMENT AREAS; REIMPOSING SPECIAL ASSESSMENTS FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2023; APPROVING THE ASSESSMENT ROLL; PROVIDING FOR COLLECTION OF THE ASSESSMENTS; AND PROVIDING AN EFFECTIVE DATE

VIII. QUASI-JUDICIAL

A. Administrative Appeal - 186 S. Airport Road - **TAB 17 - CONTINUED TO SEPTEMBER 21 LAND USE COUNCIL MEETING AT APPLICANT'S REQUEST** (Daniel Parabok, Environmental Planner)

A RESOLUTION OF THE VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA, CONSIDERING THE ADMINISTRATIVE APPEAL FILED BY SMITH HAWKS, PL ("AGENT") ON BEHALF OF BRANDON J. DAVIS (OWNER) RELATING TO THE ENVIRONMENTAL PLANNER/BIOLOGIST'S DETERMINATION REGARDING HABITAT CLASSIFICATION; FOR PROPERTY LOCATED AT 186 S AIRPORT RD, ON

PLANTATION KEY HAVING PARCEL NUMBER 00437493-005100; AND PROVIDING FOR AN EFFECTIVE DATE

B. Application for Administrative Relief - Sojourn Properties - **TAB 18**
(Jennifer DeBoisbriand , Planning Director)

A RESOLUTION OF THE VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA, CONSIDERING THE REQUEST BY ISLAND CONSTRUCTION MANAGEMENT, FOR ADMINISTRATIVE RELIEF FROM THE VILLAGE BUILDING PERMIT ALLOCATION SYSTEM (BPAS) FOR PROPERTIES HAVING PARCEL ID NUMBERS 00394480-001100, 00394480-001200, 00394480-001400, 00394480-001600 LOCATED IN LOWER MATECUMBE KEY, AS LEGALLY DESCRIBED IN EXHIBIT "A"; PROVIDING FOR TRANSMITTAL TO THE DEPARTMENT OF ECONOMIC OPPORTUINITY; AND PROVIDING FOR AN EFFECTIVE DATE

Interim Village Attorney John Quick asked Council to disclose any exparte communications
Mayor Joseph B. Pinder III - Ty Harris
Vice Mayor Sharon Mahoney - Don Horton and Ty Harris
Council Member Mark Gregg - Ty Harris and Don Horton
Council Member Elizabeth Jolin - none
Council Member Henry Rosenthal - none

Planning Director Jennifer DeBoisbriand noted that pursuant to the settlement agreement from the 2008 case the applicant was awarded 2 admin relief and 4 BPAS allocations. The applicant is authorized to apply for admin relief and was seeking 4 individual market rate allocations.

Staff recommends granting the 4 admin relief allocations.
SM - had JQ clarify that the settlement requires the four perseverance points = 4 years in the system - HR, they were not in BPAS for four years

Don Horton, agent for the applicant, put in the applications for the relief and Ty Harris was there as well.

Mayor Joseph B. Pinder III opened the floor to those who had been sworn in to provide testimony.

Support
No one wished to speak

Opposed
Van Cadenhead
Sue Miller
Joe Wischmeier
Angel Borden

Don Horton and Ty Harris presented on Sojourn's behalf.

Council Member Mark Gregg noted the settlement agreement was approved by a judge and expressed concern that if the Council did not approve it, the Village could be subject to contempt of court.

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

IX. RESOLUTIONS

A. 2nd Quarter 2023 Residential Building Permit Allocations - **TAB 13**
(Jennifer DeBoisbriand , Planning Director)

A RESOLUTION OF THE VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA, APPROVING RESIDENTIAL BUILDING PERMIT ALLOCATION SYSTEM RANKINGS AND AWARDING RESIDENTIAL MARKET RATE BUILDING PERMIT ALLOCATIONS FOR QUARTER 2 OF 2023; AND PROVIDING AN EFFECTIVE DATE

Council Member Mark Gregg announced his intent to abstain from the vote.

Mayor Joseph B. Pinder III opened public comment.

Speakers included:
M.E. Black
Ed Codispoti
Richard Black

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 Henry Rosenthal; Motion passed with a 4:0
AYES:	Elizabeth Jolin, Henry Rosenthal, Sharon Mahoney, Joseph B. Pinder III
NAYS:	None
ABSTAIN:	Mark Gregg

Mayor Pinder recessed the meeting for a break at 7:49 p.m.

B. Resolution Approving Work Authorization No.1 with Avalon Gardens Inc. for Completion of a Planting Project at Southwinds Park - **TAB 3**
- PULLED FROM CONSENT AGENDA

(Peter Frezza, Environmental Resources Manager)

A RESOLUTION OF THE VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA, APPROVING WORK AUTHORIZATION NO. 1 WITH AVALON GARDENS, INC., FOR COMPLETION OF PLANTING PROJECT AT SOUTHWINDS PARK; 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.

Speakers included:

Van Cadenhead
Deb Gillis
Angel Borden
Joe Wischmeier

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

ACTION:	Motion to approve the proposal item IX.B. by Elizabeth Jolin second by Mark Gregg; Motion passed with a 3:2
AYES:	Mark Gregg, Elizabeth Jolin, Joseph B. Pinder III
NAYS:	Henry Rosenthal, Sharon Mahoney
ABSTAIN:	None

C. Resolution establishing Village Council procedures - continued from July 27 - **TAB 14**

(John Quick, Interim Village Attorney)

A RESOLUTION OF THE VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA, ESTABLISHING PROCEDURES FOR THE VILLAGE COUNCIL; AND PROVIDING FOR AN EFFECTIVE DATE.

The following changes were made -
- 5 minutes for organizations
- remove reference to sgt at arms authority to remove except in case of threats to health and safety of council and attendees
- remove authorization to waive rules of procedures by majority vote of the Council (general waiver, always able to in emergency - remove sub B)
- remove section concerning public comment on first reading of ordinances

Mayor Joseph B. Pinder III opened public comment.

Speakers included:
Capt. Ed Davidson
Van Cadehead

Joe Wischmeier
Sue Miller

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

ACTION:	Motion to approve with the amendments item IX.C. by Elizabeth Jolin 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

D. Resolution amending dates of regular Village Council Meetings - **TAB 15**

(John Quick, Interim Village Attorney)

A RESOLUTION OF THE VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA, AMENDING RESOLUTION NOS. 04-11-67 AND 15-05-42 REGARDING THE SCHEDULE FOR VILLAGE COUNCIL MEETINGS AND PROVIDING FOR AN EFFECTIVE DATE

The Council Meeting schedulewas proposed to be changed to the second Thursday of each month and the Tuesday immediately preceding it.

Mayor Joseph B. Pinder III opened public comment.

Speakers included:

Van Cadenhead
Joe Wischmeier
Deb Gillis

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

ACTION:	Motion to approve item IX.D. by Sharon Mahoney 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

E. Resolution Approving Ranking of the RFP 23-08 Evaluation Committee for Negotiation with a Contractor to Provide Professional Services and Project Management for the Founders Park Pool Resurfacing Project - **TAB 16**

(Maria Bagiotti, Founders Park Director)

A RESOLUTION OF THE VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA, APPROVING THE RANKING OF THE RFQ 23-08 EVALUATION COMMITTEE FOR PROFESSIONAL SERVICES AND PROJECT MANAGEMENT FOR OLYMPIC SIZE POOL RESURFACING PROJECT; AUTHORIZING THE VILLAGE MANAGER AND VILLAGE ATTORNEY TO NEGOTIATE AN AGREEMENT; 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 IX.E. 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

X. ORDINANCES

XI. MOTIONS

A. Motion to Approve Members of Auditor Selection Committee **- TAB 23** (Maria Bassett, Finance Director)

MOTION TO APPROVE THE APPOINTMENT OF AT LEAST TWO ADDITIONAL MEMBERS OF THE AUDITOR SELECTION COMMITTEE

Mayor Joseph B. Pinder III opened public comment.

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

ACTION:	Motion to amend the resolution to approve all three applications item XI.A. by Elizabeth Jolin second by Sharon Mahoney; Motion with a 5:0
AYES:	Mark Gregg, Elizabeth Jolin, Henry Rosenthal, Sharon Mahoney, Joseph B. Pinder III
NAYS:	None
ABSTAIN:	None

B. Direction from the Village Council Regarding FY 23-24 Millage Rate, Staff COLA, and/or Additional Budget Workshop - **TAB 24**

Interim Village Manager Bryan Cook introduced the item requesting direction from Council regarding the millage rate and COLA for staff. He indicated that Finance Director Maria Bassett had laid out various options for 3,5,7% increases and tiered options. Mr. Cook noted they were recommending a 7% COLA for staff, which is consistent with other local governments.

Vice Mayor Sharon Mahoney moved to extend the meeting for 15 minutes at 9:58 p.m.

Mayor Pinder opened public comment. Sue Miller shared her thoughts.

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

Council Member Mark Gregg moved to extend the meeting for 15 minutes at 10:16 p.m.

After robust discussion, Council gave direction to prepare the budget with a millage rate of 2.9316 and a COLA of 7% for staff. Council also requested options for reducing the budget. Finance Director Maria Bassett noted that reducing the budget generally meant eliminating programs and that she would offer some scenarios for Council to discuss at the budget hearings.

XII. ADJOURNMENT

Council Member Henry Rosenthal moved to adjourn the meeting at 10:20 p.m.

Islamorada, Village of Islands
REGULAR VILLAGE COUNCIL MEETING

September 7, 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

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

Lighthouse Larry led the Pledge of Allegiance and Mayor Pinder started the meeting with a prayer.

III. AGENDA: Requests for Deletion / Emergency Additions

Mayor Pinder asked Village Attorney John Quick to summarize the recently adopted Council rules of procedures.

Additions/deletions - must occur at least 24 hours before the meeting or must be an emergency - items can be deferred/continued to a different agenda.
He noted two items were added yesterday and appear on the revised agenda.
Public comment changes were summarized as well, noting time limits for speakers did not change except for presentations which have a new ten-minute limit.
Mayor Pinder noted the rules were adopted to streamline meetings.

Council Member Henry Rosenthal:

Pull Item VII F (Mayor/Council Communications - Discussion pertaining to personnel policy)
Asked for the following items to appear on the next agenda - Dan Gulizio employment contract, Former Manager Yates legal action, Glyn Property, 86 Affordable Housing Allocations, Traffic Issues, Island Silver and Spice

Vice Mayor Sharon Mahoney:

Pull Tabs 7 and 8 - she requested formation of a committee to discuss options

Mayor Joseph B. Pinder III:

Next meeting - amend Rules of Procedures to include not using phones except in emergencies.
Added presentation - Item VII C (Alligator Reef Lighthouse)

Council Member Mark Gregg:

Requested clarification of Tabs 7 and 8. Interim Village Manager Bryan Cook summarized that Tab 7 was to accept the grant, and Tab 8 was to amend the current Freebee grant. He noted this is a reimbursement-based grant. We have until early next year to accept the grant.

Finance Director Maria Bassett noted the grant isn't effective until both parties (Village and FDOT) adopt and execute the agreement. Freebee has been hiring drivers. The agreement time frame was intended to sync with the fiscal year. We have applied for year two funding as well.

Vice Mayor Sharon Mahoney indicated that the Freebee survey is still active and collecting responses. She would like to see the results prior to making any decision about the Freebee grant.

ACTION:	Motion to continue tabs 7 and 8 for up to 60 days item III. by Sharon Mahoney second by Mark Gregg; Motion passed with a 5:0
AYES:	Sharon Mahoney, Elizabeth Jolin, Mark Gregg, Henry Rosenthal, Joseph B. Pinder III
NAYS:	None
ABSTAIN:	None

IV. REPORTS, PRESENTATIONS AND ANNOUNCEMENTS

A. Interlocal Agreement with Monroe County Land Authority for Future Land Acquisition

Environmental Resources Manager Pete Frezza provided background, noting that the Council approved Resolution 23-07-59 asking the Monroe County Land Authority to prioritize the purchase of certain lands within the Florida Bay Forever service area.

Bonefish Holdings LLC (near History of Diving Museum) was selling 9 parcels, all contained in the same sale. He noted the uniqueness for the size and diversity of habitats. His opinion is that this is the highest quality beach berm in the Village. Nothing exists like this anymore in Islamorada. Nearby adjacent properties are publicly owned either by the Village or the State. The sale price is listed at $6.75 million - appraisals came in slightly under $4 million. The Land Authorirty is looking for guidance on whether the Village is willing to make up the difference between the appraised value and asking price.
If the Council agrees to move forward, it goes to the County Board of Commissioners for approval.

Christine from the Monroe County Comprehensive Land Authority noted they represent the county and municipalities. Their interest is conservation. They are trying to get more involved with the communities. They ask the local governments what they can do to support their conservation efforts. This parcel is beyond their normal means, the state made an offer at less than the appraised value. If you're willing to partner on it, they will start working with the seller. The village will cover the difference.

After discussion of the options, Council gave a consensus to move forward.

B. Presentation by the Florida Keys History and Discovery Center

Rich Russell, Chair of the Florida Keys History and Discovery Center Board of Directors summarized their proposal to team with the Village to unite and educate the community. Director Erin Muir summarized the mission of the organization to preserve our community and its past. The museum asked to partner with the Village to eliminate barriers to access by residents who cannot afford a membership and summarized the revenue resources they need to maintain. They aren't able to open the doors to all residents without supplemental income. Offering free memberships to all exhibits and programs. They have been negotiating with Council Member Henry Rosenthal on this partnership. The value would be $480,000 annually, but they are down to around $250K. This program would be outside the charitable donation program. They feel their product is worthy of the Village's investment as they want to build out a 3-5 year strategic plan to create a cultural center.

The Council was interested but needed more information and the representatives of the Museum noted they would go back to the Board for a more detailed proposal. Interim Attorney John Quick noted that Weiss Serota has a staff member who specializes in public finance and could review quickly.

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.)

Mayor Joseph B. Pinder III opened public comment.

Speakers included:

Dianne Habaugh
Rob Hazelcorn
Joe Wischmeier
Angel Borden
Alina Davis
Van Cadenhead
Joan Scholz
Deb Gillis
Capt. Ed Davidson
Maureen Graney
Ellie Quigley
Richard Black
Geoffrey Campbell

Chip Jenkins
Sheila Glancy

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

VI. CITIZENS' ADVISORY COMMITTEE REPORTS & APPOINTMENTS

A. Nearshore Water Citizen's Advisory Committee Report - Dianne Harbaugh

Chair Harbaugh shared the activities and initiatives of the committee.

Vice Mayor Sharon Mahoney recessed the meeting at 8:05 p.m. for pizza and birthday cake.

VII. VILLAGE ATTORNEY / VILLAGE MANAGER COMMUNICATIONS

Mayor Joseph B. Pinder III called the meeting back to order at 8:37 p.m.

A. Village Manager Screening and Selection Process

Interim Village Manager Bryan Cook noted that 31 applicants have applied for the Village Manager position thus far. Binders were distributed to the Council for their review. He suggested Council select 5 traits they were looking for in our next manager.

He noted we received one respondent to our RPF for a search firm and that they are more geared towards the finance industry. The options were that we could issue another RFP, reach out to search firms ourselves or piggyback off another community's firm.

The consensus of Council was to individually create a small team of residents of their choosing to help them assess and rank the applicants. It was agreed that after the teams had submitted their preferred candidates to HR Director Engelmeyer, that they would decide then on the next steps.

Interim Village Attorney John Quick noted that because these are small informal groups and not official members of a board, there is no sunshine violation.

B. Charitable Donations Selection Process

Interim Village Manager Bryan Cook noted that the Council had allocated $125,000 to the budget for charitable donations, and indicated the total of requests received is $591,000. He noted that staff categorized the requests into environmental, humanitarian, and other. He further stated that some have been eliminated if they are already receiving in-kind support from the Village.

C. Alligator Reef Lighthouse Support for Village's State and Federal Lobbyist Agendas

Rob Dixon and Lighthouse Larry provided an update on their rehabilitation of the Alligator Reef Lighthouse. They made previous requests for a charitable contribution and were asking that the Village support their efforts by requesting the Village's lobbyists to help them find funding.

The consensus of Council was to accommodate the request.

D. Committee Size and Selection Process

Interim Village Manager Cook noted this item was to follow up on the Committee Appointment Process per Ordinance 23-02 adopted April 11, 2023.

Appointments were decided for all the committees except for the Local Planning Agency and Historical Preservation Committee. It was decided that each Council Member would vote for their preferred seven candidates for the LPA and if there was a consensus, the slate could be appointed at an upcoming meeting. It was noted that the LPA would hear an ordinance to increase the HPC from five seats to seven.

E. Discussion and Request for Direction Regarding Green Turtle Hammock Park Scenic Overlook Pavilion Project/Consideration of Rejecting All Bids Received in Response to RFP 23-11- **TAB 1**

Interim Village Manager Cook noted the Village put out an RFP for this project and received three bids. All were roughly three times more than we expected. It was his recommendation to reject all bids. He noted the options were to reduce the scope of the project; do nothing; or repost the bid at a higher cost. The consensus was to rescope the project and put out a new RFP.

VIII. MAYOR / COUNCIL COMMUNICATIONS

A. Discussion Regarding Addition of the East Ridge Road Boat Ramp to Nightly Closures List (Councilman Gregg)

Council Member Mark Gregg noted there is a boat ramp at the end of East Ridge Road that is next door to his house. It's a Village asset, and he is requesting the ramp be open the same hours as all other village assets. He indicated there is no parking and it is not a standard 50' road, more of a public right of way. He noted the construction of ramp only allows for smaller boats. Trailers scrape on the pavement when boats are put in and out and it has become a noise concern.

Mr. Gregg noted the opening of Sun Outdoors is catalyst for the request, as they direct their residents to that ramp. The Village has erected a swing gate at Blackwood Lane ramp to lock during the holidays, and he is asking for the same thing at that location.

Discussion ensued regarding various public nuisances throughout the Village and whether an opportunity exists to cumulatively address them as a whole.

Council Member Mark Gregg moved to extend the meeting for 30 minutes at 10:00 p.m.

B. Discussion Regarding whether to hold a Special Election to Decide whether to Change the Length of Council Terms, Staggered Terms, and Council Pay (Councilwoman Jolin)

Council Member Elizabeth Jolin suggested a host of charter amendments involving the Village Council election process.

Staggered terms, term limits, Council compensation, campaign spending limit, and removing seat assignments were discussed.

Interim Village Attorney John Quick noted he would prepare an ordinance for first reading at next meeting. He noted if the initiatives passed the County needs the amendments by December 10, 2024 for placement on the March Presidential Preference ballot.

C. Discussion Regarding Modifying the Purchasing Policies and Procedures to Increase Purchasing Authority (Councilwoman Jolin)

Council Member Elizabeth Jolin noted Finance Director Maria Bassett would work on this and bring it back for Council consideration at a future meeting.

D. Discussion Regarding Hiring In-House Village Attorney (Councilwoman Jolin)

Council Member Elizabeth Jolin requested a discussion about whether to hire an in-house attorney or officially retain Weiss Serota as our attorney. Interim Village Attorney John Quick noted the budget for in-house legal with assigning various projects to Weiss Serota was comparable in price to retaining Weiss Serota as our official counsel and that having a team to fall back on allows for multiple projects to be addressed simultaneously.

Council Member Mark Gregg moved to extend the meeting for 30 minutes at 10:30 p.m.

E. Discussion Regarding Proposed Redevelopment of Cemex Property (Councilwoman Jolin)

Discussion ensued regarding whether the Village should take a position on the Cemex redevelopment. No official position was taken at this time.

F. Discussion Regarding Amending Section 13.8 Personnel Policy to Allow Rehire of Former Employees Whose Employment was Involuntarily Separated (Councilman Rosenthal) - **REMOVED DURING ADDITIONS/DELETIONS TO THE AGENDA**

IX. 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.)

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

A. Resolution Amending Resolution No. 23-04-44 Pertaining to the Establishment of an Auditor Selection Committee- **TAB 2** (Maria Bassett, Finance Director)

A RESOLUTION OF THE VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA, AMENDING RESOLUTION NO. 23-04-44 PERTAINING TO THE ESTABLISHMENT OF AN AUDITOR SELECTION COMMITTEE; AND PROVIDING FOR AN EFFECTIVE DATE

B. Resolution Approving Work Authorization No 1. With Tim Matthews Tree & Landscaping for Completion of a Planting Project at the Key Tree Cactus Preserve- **TAB 3** (Peter Frezza, Environmental Resources Manager)

A RESOLUTION OF THE VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA, APPROVING WORK AUTHORIZATION NO. 1 WITH TIM MATTHEWS TREE & LANDSCAPING, INC FOR COMPLETION OF PLANTING PROJECT AT KEY TREE CACTUS NATURE PRESERVE; 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

C. Resolution Approving Work Authorization No. 13 with WSP for Canal 116 Restoration Project Construction Engineering Inspections and Administration Services- **TAB 4** (Peter Frezza, Environmental Resources Manager)

A RESOLUTION OF THE VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA, APPROVING WORK AUTHORIZATION NO. 13 WITH WSP USA ENVIRONMENT & INFRASTRUCTURE INC. FOR CANAL 116 RESTORATION PROJECT CONSTRUCTION ENGINEERING INSPECTIONS AND ADMINISTRATION SERVICES; 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

D. Resolution Approving Work Authorization No. 14 with WSP for Canal 132 Restoration Project Design and Permitting Services- **TAB 5** (Peter Frezza, Environmental Resources Manager)

A RESOLUTION OF THE VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA, APPROVING WORK AUTHORIZATION NO. 14 WITH WSP USA ENVIRONMENT & INFRASTRUCTURE INC. FOR CANAL 132 RESTORATION PROJECT DESIGN AND PERMITTING SERVICES; 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

E. Resolution Approving Letter of Engagement with Michael J. Pawelczyk to Provide Code Compliance Hearing Officer Services- **TAB 6** (Bryan Cook, Interim Village Manager)
A RESOLUTION OF THE VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA, APPROVING THE LETTER OF ENGAGEMENT BETWEEN MICHAEL J. PAWELCZYK AND ISLAMORADA, VILLAGE OF ISLANDS TO PROVIDE SERVICES OF CODE COMPLIANCE HEARING OFFICER; AUTHORIZING VILLAGE OFFICIALS TO IMPLEMENT THE TERMS AND CONDITIONS OF THE ENGAGEMENT; AUTHORIZING THE VILLAGE MANAGER TO EXPEND BUDGETED FUNDS; AUTHORIZING THE VILLAGE MANAGER TO EXECUTE THE LETTER OF ENGAGEMENT; AND PROVIDING FOR AN EFFECTIVE DATE

X. ORDINANCES

There were no ordinances to be considered.

XI. QUASI-JUDICIAL

There were no quasi-judicial hearings to be held.

XII. RESOLUTIONS

A. Resolution Approving FDOT SFY 2023 Public Transit Service Development Program Grant Agreement for Expanded Freebee Ridesharing Services- **TAB 7** - **REMOVED DURING ADDITIONS/DELETIONS TO THE AGENDA** (Mary Swaney, Procurements & Grants Administrator, Maria Bassett, Finance Director)
A RESOLUTION OF THE VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA, ACCEPTING THE GRANT AWARD FROM THE FLORIDA DEPARTMENT OF TRANSPORTATION; APPROVING THE GRANT AGREEMENT G2M67 BETWEEN THE FLORIDA DEPARTMENT OF TRANSPORTATION AND ISLAMORADA, VILLAGE OF ISLANDS TO PROVIDE REIMBURSEMENT FUNDING FOR PUBLIC TRANSPORTATION DEVELOPMENT THROUGH EXPANSION OF THE FREEBEE PROGRAM; AUTHORIZING THE VILLAGE MANAGER TO EXECUTE THE AGREEMENT; AUTHORIZING VILLAGE OFFICIALS TO IMPLEMENT THE TERMS AND CONDITIONS OF THE AGREEMENT; AUTHORIZING THE VILLAGE MANAGER TO EXPEND BUDGETED FUNDS; AND PROVIDING AN EFFECTIVE DATE

B. Resolution Approving a Renewal Agreement for Freebee Ridesharing Services in Conjunction with FDOT SFY 2024 Public Transit Service Development Program Grant- **TAB 8** - **REMOVED DURING ADDITIONS/DELETIONS TO THE AGENDA** (Mary Swaney, Procurements & Grants Administrator, Maria Bassett, Finance Director)

A RESOLUTION OF THE VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA, APPROVING EXECUTION OF AN AGREEMENT WITH BEEFREE, LLC., d/b/a FREEBEE WITH EXTENDED SERVICE HOURS; 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; PROVIDING FOR A WAIVER OF COMPETITIVE BIDDING; AND PROVIDING AN EFFECTIVE DATE

C. Resolution Approving the Selection of Professional Contractor Services for the Wastewater System Resulting from RFQ 23-10 and Corresponding Continuing Services Agreement- **TAB 9** (A.J. Engelmeyer, Public Works Director)

A RESOLUTION OF THE VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA APPROVING THE SELECTION AND RECOMMENDATIONS OF THE RFQ 23-10 EVALUATION COMMITTEE FOR PROFESSIONAL CONTRACTOR SERVICES FOR WASTEWATER SYSTEM; APPROVING PROFESSIONAL SERVICES AGREEMENTS FOR CONTRACTOR SERVICES FOR THE VILLAGE WASTEWATER SYSTEM; AUTHORIZING VILLAGE OFFICIALS TO IMPLEMENT THE TERMS AND CONDITIONS OF THE AGREEMENTS; AUTHORIZING THE VILLAGE MANAGER TO EXPEND BUDGETED FUNDS; AUTHORIZING THE VILLAGE MANAGER TO EXECUTE THE PROFESSIONAL SERVICES AGREEMENT; 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.

Discussion ensued to ensure that practices would be put into place to control costs.

ACTION:	Motion to approve item XII.C. 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

D. Resolution Approving a First Amendment to Work Authorization No. 4 between Page Excavating, Inc., and the Village- **TAB 10** (A.J. Engelmeyer, Public Works Director)

A RESOLUTION OF THE VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA, APPROVING A FIRST AMENDMENT TO WORK AUTHORIZATION NO. 4 BETWEEN PAGE EXCAVATING, INC. AND ISLAMORADA, VILLAGE OF ISLANDS, INCREASING THE NOT-TO-EXCEED AMOUNT; AUTHORIZING THE VILLAGE MANAGER TO EXPEND BUDGETED FUNDS; AUTHORIZING THE VILLAGE MANAGER TO EXECUTE THE FIRST AMENDMENT; 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 XII.D. 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

E. Resolution Opposing Consolidation of 16th and 11th Judicial Circuits- **TAB 11** (John Quick, Interim Village Attorney)

A RESOLUTION OF THE VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA, EXPRESSING OPPOSITION TO CONSOLIDATION OF JUDICIAL CIRCUITS, SPECIFICALLY THE CONSOLIDATION OF THE 16TH AND 11TH JUDICIAL CIRCUITS

It was noted that the State has been exploring the consolidation of judicial circuits which would have huge negative impacts on Monroe County.

The Clerk was directed to forward the resolution to the committee for its upcoming public hearing.

Council Member Mark Gregg moved to extend the meeting for 15 minutes at 10:55 p.m.
Mayor Joseph B. Pinder III opened public comment.

Speakers included:

Van Cadenhead
Angel Borden
Joe Wischmeier

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

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

XIII. MOTIONS

There were no motions to be considered.

XIV. ADJOURNMENT

Council Member Henry Rosenthal moved to adjourn the meeting at 11:01 p.m.

Islamorada, Village of Islands
BUDGET WORKSHOP

September 12, 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.

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

DPW Director A.J. Engelmeyer led the Pledge of Allegiance and Mayor Pinder began the meeting with a prayer.

III. PUBLIC COMMENT

John Quick summarized the newly adopted Council Meeting rules of procedure, noting that public comment rules have been changed to require one comment card per topic .

Mayor Joseph B. Pinder III opened public comment.

Speakers included:
Van Cadenhead
Joan Scholz
Sue Miller
Jill Zima

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

IV. DISCUSSION

A. Charitable Contributions

Interim Village Manager Bryan Cook introduced the item, noting that Council asked for this item to be included on tonight's agenda. Finance Director Maria Bassett had divided the requesting organizations into humanitarian, environmental, and other categories.

Vice Mayor Sharon Mahoney summarized a potential solution that allows the Village to support charities at set amounts of $10,000 for A; $5,000 for B, $3,000 for C, and $1,000 for E depending on their ranking. It doesn't spend the entire $125,000 and acknowledges the work of the organizations. After deliberation, this was the process Council decided to follow. Each

Council Member agreed to send their rankings to the Village Manager's office for tabulation.

V. RESOLUTIONS

A. First FY 23-24 Budget Hearing - Tentative Millage and Budget Resolutions

Adopt Millage Rate - **TAB 1**

Finance Director Maria Bassett noted the resolution in the packet left the millage rate blank for Council to determine a tentative millage rate tonight.

Ms. Bassett went over the regulations for adopting a millage rate and budget. The Truth in Millage (TRIM) notice specified a 3 mill rate, which cannot be exceeded tonight. The County Tax Collector cannot tax until the Village adopts a resolution.

Mayor Joseph B. Pinder III opened public comment.

Speakers included:
Joan Scholz
Sue Miller
Jill Zima
Van Cadenhead
Angel Borden

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

ACTION:	Motion to adopt a millage rate of 2.9547 item V.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. Approve the tentative budget - **TAB 2**

Mayor Joseph B. Pinder III opened public comment.

Speakers included:
Sue Miller
Angel Borden
Van Cadenhead

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

ACTION:	Motion to approve the tentative budget for fy24-25 item V.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

VI. ADJOURNMENT

Council Member Henry Rosenthal moved to adjourn the meeting at 8:15 p.m.

Islamorada, Village of Islands
BUDGET WORKSHOP

September 19, 2023 - 5:30 PM
Founders Park Community Center
87000 Overseas Highway
Islamorada, FL 33036

MINUTES

I. CALL TO ORDER / ROLL CALL

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

Jerry led the Pledge of Allegiance and Mayor Pinder began the meeting with a prayer.

III. PUBLIC COMMENT

Mayor Joseph B. Pinder III opened public comment.

Speakers included:
Joan Scholz
Alina Davis
Van Cadenhead

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

IV. DISCUSSION

A. Charitable Contributions

Mayor Joseph B. Pinder III opened public comment.

Speakers included:
Van Cadehead
Erin Muir of Mote Marine Laboratory
Denise Downing of JOY Center

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

Finance Director Maria Bassett noted that Council determined a method to rank requesting charities, which would allocate them anywhere between $1,000 and $10,000 depending on the ranking results.

As - $10,000
Mote Marine Laboratory
Dolphins Plus
I-Care
Good Health Clinic
AHEC
Fair Insurance Rates Monroe
JOY Center (subject to verification that they are a registered 501c3 charitable organization)

Split between As and Bs - $7,500
Upper Keys Baseball Development Foundation

Cs - $3,000
Florida Keys Childrens Shelter
Florida Keys Healthy Start Coalition
United Way of Collier and the Keys

A total of $86,500 out of the $125,000 was allocated by Council.

V. RESOLUTIONS

A. Resolution Adopting a Final Millage Rate for Fiscal Year 2023-2024 - **TAB 1**

Council Member Henry Rosenthal moved for the millage rate to be 2.6634, the motion died for lack of support.
Council Member Henry Rosenthal moved for the millage rate to be 2.7500, the motion died for lack of support
Council Member Elizabeth Jolin moved to adopt a millage rate of 2.7992, the motion died for lack of support.
Council Member Mark Gregg moved to adopt a revised millage rate of 2.9547, the motion died for lack of support.

Mayor Joseph B. Pinder III asked about going between 2.9547 and 2.7992.
Finance Director Maria Bassett noted that 2.8770 is halfway.

Mayor Joseph B. Pinder III opened public comment.

Speakers included:
Van Cadenhead
Alina Davis

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

After deliberations, Council decided they were comfortable with a millage rate of 2.7992.

B. Resolution Adopting the Final Budget for Fiscal Year 2023-2024 - **TAB 2**

Mayor Joseph B. Pinder III opened public comment.

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

ACTION:	Motion to adopt the final budget item V.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 Renewal of Property, Casualty, Workers' Compensation, and Pollution Liability Policies and Coverage -**TAB 3**

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 V.C. 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

VI. MAYOR / COUNCIL COMMUNICATIONS

There were none.

VII. VILLAGE ATTORNEY / VILLAGE MANAGER COMMUNICATIONS

A discussion was held concerning a Village Manager selection process workshop. It was decided to hold the workshop after the October 3 Freebee workshop.

Interim Village Manager Bryan Cook suggested selecting up to seven candidates. For well-qualified candidates, there would likely be some redundancies with multiple Council Members selecting the same candidates.

VIII. ADJOURNMENT

Council Member Mark Gregg moved to adjourn the meeting at 7:15 p.m.

Islamorada, Village of Islands

SPECIAL CALL LAND USE COUNCIL MEETING

September 21, 2023 - 5:30 PM
Founders Park Community Center
87000 Overseas Highway
Islamorada, FL 33036

MINUTES

I. CALL TO ORDER / ROLL CALL

Mayor Pinder called the meeting to order at 5:30pm

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

Dave led the Pledge of Allegiance and Mayor Pinder said a prayer to start the meeting.

III. AGENDA: Requests for Deletion / Emergency Additions

Council Member Henry Rosenthal requested switching the order of tabs 2 and 3.

Council Member Mark Gregg requested moving Tabs 6 and 7 to be heard before tabs 3 and 2

IV. REPORTS, PRESENTATIONS AND ANNOUNCEMENTS

A. Local Planning Agency Report -Deb Gillis, Chair **TAB 1**

Chair Deb Gillis presented the report summarizing the LPA's recommendations.

Council Member Jolin asked for clarification on the deferral of an item that was on LPA's agenda. It was noted the Code allows the applicant t request one deferral, which can be granted at the discretion of the Planning Director.

V. MAYOR / COUNCIL COMMUNICATIONS

There were no items added.

VI. VILLAGE ATTORNEY / VILLAGE MANAGER COMMUNICATIONS

There were no items added.

VII. 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.

Speakers included:

Van Cadenhead
David deHaas-Grosseck
Joe Wischmeier
Pete Bacheler

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

IX. **QUASI-JUDICIAL**

A. Administrative Appeal - 186 S. Airport Road **TAB 6** (Daniel Parabok, Environmental Planner)

A RESOLUTION OF THE VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA, CONSIDERING THE ADMINISTRATIVE APPEAL FILED BY SMITH HAWKS, PL ("AGENT") ON BEHALF OF BRANDON J. DAVIS (OWNER) RELATING TO THE ENVIRONMENTAL PLANNER/BIOLOGIST'S DETERMINATION REGARDING HABITAT CLASSIFICATION; FOR PROPERTY LOCATED AT 186 S AIRPORT RD, ON PLANTATION KEY HAVING PARCEL NUMBER 00437493-005100; AND PROVIDING FOR AN EFFECTIVE DATE

Council disclosed ex-parte communications:
Mayor Joseph B. Pinder III - Brandon Davis, Bobby Vaughn, and Village staff
Council Member Mark Gregg - Brandon Davis, Bobby Vaughn, and Village staff
Vice Mayor Sharon Mahoney - Brandon Davis, Bobby Vaughn, and Village staff
Council Member Henry Rosenthal - Brandon Davis
Council Member Elizabeth Jolin - Village staff
Environmental Biologist Daniel Parabok introduced the item as Planning Director DeBoisbriand cited a conflict of interest.
Staff denied the request due to field verification which confirmed the Planning Department's determination of low quality hammock.
Attorney Bart Smith argued that the property was disturbed hammock. He noted former Village Manager Greg Oravec stated the Village relied on the 2005 map, and that the applicant purchased the property based on that map. He indicated the 2005 map reflected the property as not being hammock, although if it were, the appropriate hammock designation should be 'disturbed with hammock' not 'low quality hammock.'
Applicant Brandon Davis noted he wants to build a hangar home on the property.
Environmental Consultant Julie Cheon called as an expert witness, referenced the Monroe County 1985 habitat map in which county code states condition of the habitat in 1986 will be the prevailing designation, and that the property was

disturbed with hammock.

Mr. Parabok noted his reliance upon the Village code, which does not include a designation of 'disturbed with hammock.'

Mayor Pinder opened public testimony.

Public in favor of the request:
None

Public in opposition:
Van Cadenhead

Public testimony was closed

Mr. Parabok noted they can clear up to 50% of the lot as low-quality hammock and that the lot is developable.

Attorney Bart Smith closed noting they were not asking for a variance, but for Council to agree this lot was disturbed with hammock.

During Council deliberation, it was noted the position of the staff was presumed correct and that the applicant did not prove an error of fact.

ACTION:	Motion to deny the appeal item IX.A. by Mark Gregg second by Henry Rosenthal; Motion passed with a 3:2
AYES:	Mark Gregg, Elizabeth Jolin, Henry Rosenthal
NAYS:	Sharon Mahoney, Joseph B. Pinder III
ABSTAIN:	None

B. Administrative Appeal - 222 Biscayne Blvd **TAB 7** (Jennifer DeBoisbriand , Planning Director)

A RESOLUTION OF THE VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA, CONSIDERING ADMINISTRATIVE APPEAL FILED BY JOANNE M. PEREIRA, ESQ. (AGENT) ON BEHALF OF FREDERICK SCHMID AND DARCY PARKER (APPELLANT'S), RELATING TO THE DIRECTOR OF PLANNING'S NOTICE OF INTENT TO DENY AN ADMINISTRATIVE VARIANCE FOR AN AFTER-THE-FACT TIKI HUT CONSTRUCTED WITHIN THE REQUIRED 10' (TEN FOOT) SETBACK FROM MEAN HIGH WATER LINE (MHWL), FOR PROPERTY LOCATED AT 222 BISCAYNE BLVD, HAVING REAL ESTATE NUMBER 00394489-008400, ON LOWER MATECUMBE KEY, ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA, AS LEGALLY DESCRIBED HEREIN; AND PROVIDING FOR AN EFFECTIVE DATE.

Council disclosed ex-parte communications:

Mayor Joseph B. Pinder III - Village staff
Council Member Mark Gregg - Village staff and a phone call with past HOA president David Webb
Vice Mayor Sharon Mahoney - Village staff
Council Member Henry Rosenthal -None
Council Member Elizabeth Jolin - None

Planning Director Jennifer DeBoisbriand introduced the Village's position and shared the standards which led to the Village's denial of the variance. She noted it was a self-created hardship by building the tiki hut without permission and cited a 2012 map showing that the tiki hut was not there. It was noted that neighbors had preexisting non-conforming tiki huts that were installed prior to incorporation. The applicant claimed there was a tiki hut there that was destroyed by Irma. Planning Director DeBoisbriand cited the Comp Plan requirements and that the variance was inconsistent with the Comp Plan, therefore the staff recommended denial.

Attorney Joanne Pereira, on behalf of applicants Frederick Schmid and Darcy Parker, argued it should be classified as a legal non-conforming structure and that her clients bought the home in 2017. One of the existing features was a gazebo that was damaged during Hurricane Irma, and left the same until 2019 when a tiki hut was built on the footprint of the previous structure. The applicants were under the impression the existing structure had been properly permitted. A code violation brought the situation to the Village's attention.

Ms. Pereira noted that during the Code Enforcement hearing it was stated that Council could grant a setback variance. She indicated the only part of the property her clients wanted a setback for was where the tiki hut was and that it was unfair not to have the same rights as their neighbors.

Mayor Pinder opened public testimony.

Public in favor of the request:
None

Public in opposition:
Van Cadenhead

Public testimony was closed.

Attorney Pereira contended that permitting the variance would not create precedence, that the structure was built in 2000, and that there was not sufficient space to move the structure and it would have to be removed.

Planning Director DeBoisbriand noted she doesn't recall telling the applicants that a use variance could be requested and that kind of request would not be pertinent to this case. Interim Village Attorney John Quick noted this would not be a use variance, but a setback variance.

Ms. Pereira asked for 30 days after the hearing for her clients to remove the tiki

hut if necessary.

ACTION:	Motion to postpone to the 03/14/24 Land Use Meeting and request the Magistrate to toll the case - item IX.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

VIII. ORDINANCES

A. Moratorium on Building Permit Allocations (BPAS) **TAB 3** (John Quick, Interim Village Attorney)

AN ORDINANCE OF ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA, ESTABLISHING A TEMPORARY MORATORIUM, WITHIN THE VILLAGE, ON THE ACCEPTANCE OF MARKET RATE RESIDENTIAL BUILDING PERMIT ALLOCATION SYSTEM (BPAS) APPLICATIONS, ACCEPTANCE OF NONRESIDENTIAL BUILDING PERMIT ALLOCATION SYSTEM (BPAS) APPLICATIONS, ACCEPTANCE OF BPAS LAND DEDICATIONS; PROVIDING FOR EXEMPTIONS; PROVIDING FOR PROCEDURES FOR VESTED RIGHTS AND JUDICIAL REVIEW; PROVIDING FOR A TERM; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; PROVIDING FOR THE TRANSMITTAL OF THIS ORDINANCE TO THE STATE DEPARTMENT OF ECONOMIC OPPORTUNITY; AND PROVIDING FOR AN EFFECTIVE DATE UPON THE APPROVAL OF THIS ORDINANCE BY THE STATE DEPARTMENT OF ECONOMIC OPPORTUNITY.

Mayor Pinder recessed the meeting for a short break at 8:35 p.m.
The meeting was reconvened at 8:50 p.m.

Village Attorney John Quick noted he created the draft ordinance in response to a request from the Council in July; that it was drafted for new applications and does not include TDRs administrative relief, and affordable housing.

During Council deliberations, it was noted that there would be a six-month renewable moratorium to give the Village time to do the work on addressing the issue without new applications to consider.

Mayor Pinder opened public comment.

Speakers included:
Van Cadenhead
Ty Harris
Joe Wischmeier
Deb Gillis

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

ACTION:	Motion to approve moratorium on market rate BPAS with or without land dedications item VIII.A. by Mark Gregg second by Sharon Mahoney; Motion passed with a 3:2
AYES:	Mark Gregg, Sharon Mahoney, Joseph B. Pinder III
NAYS:	Elizabeth Jolin, Henry Rosenthal
ABSTAIN:	None

B. Amending Administrative Relief Under the Building Permit Allocation System (BPAS) - **TAB 2** (John Quick, Interim Village Attorney)

AN ORDINANCE OF ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA, AMENDING ARTICLE IV, "ADMINISTRATIVE PROCEDURES," OF CHAPTER 30, "LAND DEVELOPMENT REGULATIONS," OF THE VILLAGE CODE RELATING TO ADMINISTRATIVE RELIEF AVAILABLE TO APPLICANTS UNDER THE BUILDING PERMIT ALLOCATION SYSTEM (BPAS); PROVIDING FOR THE REPEAL OF ALL CODE PROVISIONS AND ORDINANCES INCONSISTENT WITH THIS ORDINANCE; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE; PROVIDING FOR THE TRANSMITTAL OF THIS ORDINANCE TO THE FLORIDA DEPARTMENT OF ECONOMIC OPPORTUNITY; AND PROVIDING FOR AN EFFECTIVE DATE

Mayor Joseph B. Pinder III opened public comment.

Speakers included:
Gary Nichols II
Gary Nichols Sr.
George Perez
Ty Harris
Joe Wischmeier
Donna Cabrera
David Helker

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

At 10:28 p.m. Council Member Mark Gregg moved to extend the meeting until 11:00 p.m.

ACTION:	Motion to continue the item to the 10/10/23 agenda 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. Ordinance of Islamorada, Village of Islands, Florida amending Chapter 30 Land Development Regulations relating to the Historic Preservation Commission **TAB 4** (John Quick, Interim Village Attorney)

AN ORDINANCE OF ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA, 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.

Mayor Joseph B. Pinder III opened public comment.

Speakers included:
Van Cadenhead

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

ACTION:	Motion to approve item VIII.C. by Sharon Mahoney 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

D. Ordinance Amending Policy 1-3.1.1, Establish a Building Permit Allocation System **TAB 5** (Jennifer DeBoisbriand , Planning Director, Rebecca Jetton, Village Consultant)

AN ORDINANCE OF ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA, AMENDING POLICY 1-3.1.1, ESTABLISH A BUILDING PERMIT ALLOCATION SYSTEM, OF THE VILLAGE COMPREHENSIVE PLAN RELATING TO ESTABLISHING ADDITIONAL NON-RESIDENTIAL BUILDING PERMIT ALLOCATIONS; PROVIDING FOR THE TRANSMITTAL OF THIS ORDINANCE TO THE STATE DEPARTMENT OF ECONOMIC OPPORTUNITY; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE UPON APPROVAL OF THIS ORDINANCE BY THE STATE DEPARTMENT OF ECONOMIC OPPORTUNITY.

Rebecca Jetton presented the item via Zoom.

Mayor Joseph B. Pinder III opened public comment.

Speakers included:
Van Cadehead

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

Council Member Mark Gregg moved to extend the meeting until 11:15 p.m.

During Council deliberations, a request was made for an analysis from Planning and Legal for the second reading.

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

X. RESOLUTIONS

A. Remaining 2023 Allocation Periods for Market Rate Building Permit Allocation System (BPAS) **TAB 8** (Jennifer DeBoisbriand , Planning Director)

A RESOLUTION OF THE VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA, QUARTERLY ALLOCATION PERIODS FOR MARKET RATE BUILDING PERMIT ALLOCATION SYSTEM (BPAS) FOR REMAINDER OF 2023; AND PROVIDING AN EFFECTIVE DATE

Mayor Joseph B. Pinder III opened public comment.

Speakers included:
Deb Gillis

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

ACTION:	Motion to approve item X.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

XI. ADJOURNMENT

Moved by Council Member Henry Rosenthal to adjourn the meeting at 11:06 p.m.

Islamorada, Village of Islands
REGULAR VILLAGE COUNCIL MEETING

September 28, 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 05:27 PM

II. PLEDGE OF ALLEGIANCE

Van Cadenhead led the Pledge of Allegiance and Mayor Pinder said a prayer to start the meeting.

III. AGENDA: Requests for Deletion / Emergency Additions

Council Member Henry Rosenthal:

- Pull Gulizio contract discussion
- Consider Tab 2 and 22 at the same time

Vice Mayor Sharon Mahoney:

- Pull boat ramp presentation

IV. REPORTS, PRESENTATIONS AND ANNOUNCEMENTS

A. Founders Park, East Ridge Rd. and Village Wide Boat Ramp Update and Report **TAB 1 - REMOVED AT THE DAIS DURING ADDITIONS/DELETIONS TO THE AGENDA**

(Peter Frezza, Environmental Resources Manager)

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.)

Mayor Joseph B. Pinder III opened public comment.

Speakers included:

Joe Wischmeier
Barry Wray
Van Cadenhead
Sue Miller
Eleanor Quigley
Tony Hammon

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

VI. CITIZENS' ADVISORY COMMITTEE REPORTS & APPOINTMENTS

A. Approval of the Appointments to the Islamorada Youth Council **TAB 2**

Youth Council liaison Annie Onsgard introduced the members and summarized the Youth Council's purpose to interact with the Council and public. Noted the Council held 10 meetings over 24 months centering on civic education and issues that impact the Village. The members were educated on issues facing the community and other skill-building such as public speaking and TED talks.

ACTION:	Motion to approve the appointments to the youth council item VI.A. by Henry Rosenthal 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

A. Approval of Local Planning Agency Appointments **TAB 22**

Mayor Joseph B. Pinder III opened public comment.

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

ACTION:	Motion to approve the appointments to the lpa item XII.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

VII. MAYOR / COUNCIL COMMUNICATIONS

A. Discussion of Noise Ordinance - Council Member Gregg **TAB 3**

Council Member Mark Gregg shared his thoughts on ways to improve the noise ordinance.

B. Discussion of Noise Ordinance - Council Member Jolin **TAB 4**

Council Member Elizabeth Jolin noted she included a noise ordinance from a different Florida municipality as a talking point to begin the conversation.

It was agreed that a noise ordinance workshop was a logical next step.

C. Freebee Discussion - Vice Mayor Mahoney

Vice Mayor Sharon Mahoney publicized the upcoming Freebee workshop on Tuesday, October 3.

Carlos G of Islamorada Social promoted the ongoing Freebee survey.

D. Discussion Regarding Cell Phone Usage on Dais by Council Members During Meeting - Mayor Pinder

There was a consensus to present a policy as a revision to the rules for the next Council meeting.

E. Discussion Regarding Rezoning of Certain Properties upon Village Incorporation

It was noted that some properties had their zoning changed upon incorporation without the owner's knowledge. Interim Village Attorney John Quick asked for an opportunity to research the situation with Planning Director Jennifer DeBoisbriand.

F. Discussion of Former Director of Development Service Gulizio's contract - Council Member Rosenthal **- REMOVED AT THE DAIS DURING ADDITIONS/DELETIONS TO THE AGENDA**

G. Discussion of Traffic Study - Council Member Rosenthal

Council Member Henry Rosenthal noted the Village generally had a traffic study every two years and it was overdue.

H. Discussion of Island Silver and Spice Property - Council Member Rosenthal

Council Member Henry Rosenthal contended that the current use of the property was a poor representation of the Village. It was noted that DOT was using the space as a staging area for recent improvements and that the property would be returned to its original state when the work was completed.

VIII. VILLAGE ATTORNEY / VILLAGE MANAGER COMMUNICATIONS

A. Discussion Regarding Local Planning Agency Procedures **TAB 5**

Interim Village Attorney John Quick noted concerns had been raised about the ability of an applicant to request a one-time deferral before an item is heard by the LPA. It was clarified that the deferral could be granted at the discretion of the Planning Director for a period of no more than 180 days.

B. Request for Village Council Direction - Agreement with Attention Media, LLC for a Social Media Outreach Program **TAB 6**

Interim Village Manager Bryan Cook noted that the Attention Media, LLC contract was expiring at the end of the month and asked for direction from Council. Staff was directed to negotiate a contract renewal.

Interim Village Attorney John Quick noted there would be a continuation of the current contract for at least one month while negotiations were occurring.

C. Update on Village Manager Selection Process - Upcoming Workshop on October 3, 2023

Interim Village Manager Cook noted Human Resources Director Evie Engelemeyer would facilitate the October 3 workshop with the goal of narrowing down the pool to five to seven viable candidates.

D. Discussion of Master Plan for Islamorada Parks

Interim Village Manager Cook noted Council had asked for a master plan of parks. It was noted that Monroe County would be doing a study of what park amenities are needed. The Village could potentially piggyback on that study or hire its own consultant.

IX. 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.)

Vice Mayor Sharon Mahoney requested a workshop for residents to tell the Village's lobbyists what to prioritize. Interim Village Attorney John Quick noted Weiss Serota would communicate the Village's objectives once they were established.

Mayor Joseph B. Pinder III opened public comment.

Speakers included:
Van Cadenhead

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

Ten minute break at 8:59 p.m.

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

A. Approval of Minutes for the Regular Village Council Meeting held on July 6, 2023 **TAB 7**

B. Resolution Approving Final Ranking and Recommendation of the RFP 23-12 Evaluation Committee and Approval of ASAP Inc. for the Green Turtle Hammock Nature Preserve Basin Improvement Project **TAB 8**

(Peter Frezza, Environmental Resources Manager)

A RESOLUTION OF THE VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA, APPROVING THE FINAL RANKINGS AND RECOMMENDATIONS OF THE RFP 23-12 EVALUATION COMMITTEE FOR SELECTION OF A CONTRACTOR FOR THE GREEN TURTLE HAMMOCK NATURE PRESERVE BASIN IMPROVEMENT 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

C. Resolution Approving Final Ranking and Recommendation of the RFP 23-13 Evaluation Committee and Approval of Agreement with Poseidon Marine Towing Corp. for Nearshore Buoy and Signage Installation and Maintenance **TAB 9**

(Peter Frezza, Environmental Resources Manager)

A RESOLUTION OF THE VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA, APPROVING THE FINAL RANKINGS AND RECOMMENDATIONS OF THE RFP 23-13 EVALUATION COMMITTEE FOR SELECTION OF A CONTRACTOR FOR NEARSHORE BUOY AND SIGNAGE INSTALLATION AND MAINTENANCE; 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

D. Resolution Approving DEP Agreement No. LPA0711 Between the Florida Department of Environmental Protection and the Village Relating to Funding through the Florida Keys Stewardship Act **TAB 10**

(Peter Frezza, Environmental Resources Manager)

A RESOLUTION OF THE VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA, APPROVING DEP AGREEMENT NO. LPA0711 BETWEEN THE STATE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION AND THE VILLAGE RELATED TO FLORIDA KEYS STEWARDSHIP ACT FUNDING; AUTHORIZING VILLAGE OFFICIALS TO TAKE ALL STEPS NECESSARY TO FINALIZE AND 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 Second Amendment to Work Authorization No. 3 with M.T. Causley, LLC., for Building Services Department Support Services **TAB 11**

(Sheila Denoncourt, Chief Building Official)

A RESOLUTION OF THE VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA, APPROVING A SECOND AMENDMENT TO WORK AUTHORIZATION NO. 3 BETWEEN M. T. CAUSLEY, LLC, AND ISLAMORADA, VILLAGE OF ISLANDS, TO PROVIDE GENERAL SUPPORT SERVICES TO THE BUILDING SERVICES DEPARTMENT; AUTHORIZING VILLAGE OFFICIALS TO IMPLEMENT THE TERMS AND CONDITIONS OF THE SECOND AMENDMENT TO WORK AUTHORIZATION NO. 3; AUTHORIZING THE VILLAGE MANAGER TO EXPEND BUDGETED FUNDS; AUTHORIZING THE VILLAGE MANAGER TO EXECUTE THE WORK AUTHORIZATION; AND PROVIDING FOR AN EFFECTIVE DATE

F. Resolution Approving Work Authorization No. 4 with M.T. Causley, LLC. for Building Services Department Support Services **TAB 12**

(Sheila Denoncourt, Chief Building Official)

A RESOLUTION OF THE VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA, APPROVING WORK AUTHORIZATION NO. 4 BETWEEN M. T. CAUSLEY, LLC, AND ISLAMORADA, VILLAGE OF ISLANDS, TO PROVIDE GENERAL SUPPORT SERVICES TO THE BUILDING SERVICES DEPARTMENT; 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

G. Resolution Approving FY 2023-2024 Expenditures through a Cooperative Professional Services Agreement with All Aspects Inspection Services, LLC. for Building Services Department Support Services **TAB 13**

(Sheila Denoncourt, Chief Building Official)

A RESOLUTION OF THE VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA, APPROVING FISCAL YEAR 2023-2024 EXPENDITURES THROUGH A COOPERATIVE PROFESSIONAL SERVICES 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; APPROVING THE WAIVER OF

COMPETITIVE BIDDING; AUTHORIZING THE VILLAGE MANAGER TO EXPEND BUDGETED FUNDS; AND PROVIDING FOR AN EFFECTIVE DATE

H. Resolution Approving Purchase of Three Personal Protective Gear Washer/Extractor Units Funded through FEMA Assistance to Firefighters Grant **TAB 14**

(Terry Abel, Fire Chief)

A RESOLUTION OF THE VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA, APPROVING THE PURCHASE OF PROTECTIVE PERSONAL EQUIPMENT EXTRACTOR UNITS FOR THE ISLAMORADA FIRE RESCUE DEPARTMENT; APPROVING THE WAIVER OF COMPETITIVE BIDDING; AUTHORIZING THE VILLAGE MANAGER TO EXPEND BUDGETED FUNDS; AND PROVIDING AN EFFECTIVE DATE

I. Resolution Approving One Year Extension to GrayRobinson Agreement for State Lobbying Services **TAB 15**

(John Quick, Interim Village Attorney)

A RESOLUTION OF THE VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA, APPROVING A ONE YEAR RENEWAL OF THE AGREEMENT FOR PROFESSIONAL STATE LOBBYING SERVICES BETWEEN GRAYROBINSON, P.A. AND ISLAMORADA, VILLAGE OF ISLANDS; AUTHORIZING VILLAGE OFFICIALS TO IMPLEMENT THE TERMS AND CONDITIONS OF THE PROFESSIONAL SERVICES AGREEMENT; AUTHORIZING THE VILLAGE MANAGER TO EXPEND BUDGETED FUNDS; AUTHORIZING THE VILLAGE MANAGER TO EXECUTE THE PROFESSIONAL SERVICES AGREEMENT; PROVIDING FOR A WAIVER OF COMPETITIVE BIDDING; AND PROVIDING FOR AN EFFECTIVE DATE

X. ORDINANCES

A. Ordinance Relating to Trespass on Public Property **TAB 16**

(John Quick, Interim Village Attorney)

AN ORDINANCE OF ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA, AMENDING CHAPTER 50 "STREETS, SIDEWALKS AND OTHER PUBLIC PLACES", ARTICLE I "GENERAL", CREATING SECTION 50-2 TO BE ENTITLED "TRESPASS WARNINGS; AUTHORIZATION TO ISSUE TRESPASS WARNING FOR PUBLIC PROPERTY; AND APPEAL PROCESS" OF THE

VILLAGE CODE RELATING TO TRESPASS ON PUBLIC PROPERTY WITHIN THE VILLAGE; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE; AND PROVIDING FOR AN EFFECTIVE DATE

The meeting was reconvened at 9:19 p.m.

The ordinance was considered on first reading. Staff worked with MCSO Captain Derek Paul to allow them to legally issue trespass warnings. It was noted there were no current issues in the Village, and were aligning with the County's process.

Mayor Joseph B. Pinder III opened public comment.

Speakers included:
Van Cadenhead

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

There was some concern that permitting staff to issue violations may put them into unnecessary harm.

ACTION:	Motion to approve item X.A. by Henry Rosenthal second by Sharon Mahoney; Motion passed with a 4:1
AYES:	Mark Gregg, Henry Rosenthal, Sharon Mahoney, Joseph B. Pinder III
NAYS:	Elizabeth Jolin
ABSTAIN:	None

B. Ordinance Calling for a Referendum to Increase Council Compensation **TAB 17**

(John Quick, Interim Village Attorney)

AN ORDINANCE OF ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA, PROVIDING FOR AN INCREASE IN COMPENSATION FOR VILLAGE COUNCIL MEMBERS; PROVIDING FOR A REFERENDUM TO BE HELD WITH THE PRESIDENTIAL PREFERENCE PRIMARY ELECTION IN MARCH 19, 2024; PROVIDING FOR SUBMISSION TO THE ELECTORS OF A PROPOSED AMENDMENT TO THE VILLAGE CHARTER PERTAINING TO INCREASED COMPENSATION FOR COUNCIL MEMBERS; PROVIDING FOR REQUISITE BALLOT LANGUAGE; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CHARTER/CONFORMITY OF AMENDMENT; PROVIDING FOR THE REPEAL OF CONFLICTING PROVISIONS; AND PROVIDING AN EFFECTIVE DATE

Mayor Joseph B. Pinder III opened public comment.

Speakers included:

Van Cadenhead
Ellie Quigley

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

After deliberations, the Council agreed to amend the requested amount from $3,000 per month to $2,000 per month.

ACTION:	Motion to approve an increase in council compensation to $2,000 a month to be on the november 2024 ballot item X.B. by Sharon Mahoney second by Elizabeth Jolin; Motion passed with a 4:1
AYES:	Sharon Mahoney, Elizabeth Jolin, mark gregg, Joseph B. Pinder III
NAYS:	Henry Rosenthal
ABSTAIN:	None

Council Member Gregg moved to extend the meeting to 10:30 p.m.

C. Ordinance Calling for a Referendum to Provide for 2 year Staggered Terms, Eliminate Seat Assignments, and Revising Term Limits **TAB 18**

(John Quick, Interim Village Attorney)

AN ORDINANCE OF ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA, CALLING FOR A REFERENDUM VOTE TO BE HELD WITH THE PRESIDENTIAL PREFERENCE PRIMARY ELECTION ON TUESDAY, MARCH 19, 2024; PROVIDING FOR SUBMISSION TO THE ELECTORS OF PROPOSED AMENDMENTS TO THE VILLAGE CHARTER PERTAINING TO SEAT ASSIGNMENTS, TERM LIMITS, AND STAGGERING OF TERMS; PROVIDING FOR PLACEMENT ON THE BALLOT; PROVIDING FOR REQUISITE BALLOT LANGUAGE; PROVIDING FOR NOTICE OF ELECTION; PROVIDING FOR AUTHORIZATION OF VILLAGE CLERK AND FOR VILLAGE CANVASSING BOARD; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CHARTER/CONFORMITY OF AMENDMENT; AND PROVIDING FOR AN EFFECTIVE DATE

Interim Village Attorney John Quick noted the ordinance kept terms at two years but they would be staggered; eliminated running for a particular seat; and changed the term limit to a total of 6 years. If passed on second reading, it would be added to the March 2024 Presidential Preference Primary ballot.

Mayor Joseph B. Pinder III opened public comment.

Speakers included:

Van Cadenhead
Joe Wischmeier

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

At 10:26 p.m. Mayor Joseph B. Pinder III moved to extend the meeting for 30 minutes.

Interim Village Attorney John Quick noted he would call the Council Members tomorrow to gauge interest in moving forward.

ACTION:	Motion to deny the ordinance item X.C. by Joseph B. Pinder III second by Mark Gregg; Motion passed with a 4:1
AYES:	Mark Gregg, Henry Rosenthal, Sharon Mahoney, Joseph B. Pinder III
NAYS:	Elizabeth Jolin
ABSTAIN:	None

D. Ordinance Relating to Campaign Expenditures Cap **TAB 19**

(John Quick, Interim Village Attorney)

AN ORDINANCE OF ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA, PROVIDING FOR A LIMITATION ON CAMPAIGN EXPENDITURES FOR VILLAGE COUNCIL CANDIDATES; PROVIDING FOR REFERENDUM TO BE HELD WITH THE PRESIDENTIAL PREFERENCE PRIMARY ELECTION IN MARCH 19, 2024; PROVIDING FOR SUBMISSION TO THE ELECTORS OF A PROPOSED AMENDMENT TO THE VILLAGE CHARTER PERTAINING TO A LIMITATION ON CAMPAIGN EXPENDITURES FOR VILLAGE COUNCIL CANDIDATES; PROVIDING FOR REQUISITE BALLOT LANGUAGE; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CHARTER/CONFORMITY OF AMENDMENT; PROVIDING FOR THE REPEAL OF CONFLICTING PROVISIONS; AND PROVIDING AN EFFECTIVE DATE

Mayor Joseph B. Pinder III opened public comment.

Speakers included:
Van Cadenhead

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

ACTION:	Motion to deny the ordinance item X.D. 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

XI. RESOLUTIONS

A. Resolution Approving Settlement Agreement in the Matter of Glynn Heirs v. Islamorada, Village of Islands **TAB 20**

(John Quick, Interim Village Attorney)

A RESOLUTION OF THE VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA, APPROVING THE MEDIATED SETTLEMENT AGREEMENT RELATING TO THE GLYNN PROPERTY DESCRIBED HEREIN; AUTHORIZING VILLAGE OFFICIALS TO EXECUTE, DELIVER AND IMPLEMENT THE TERMS AND CONDITIONS OF THE SETTLEMENT AGREEMENT; PROVIDING FOR AUTHORIZATION; AND PROVIDING FOR AN EFFECTIVE DATE.

Interim Village Attorney John Quick noted he attended mediation with Former Village Manager Ted Yates, Environmental Resources Manager Pete Frezza, and Council Member Mark Gregg. Village Manager Yates agreed to ask if Council was interested in purchasing 90 acres of property for $2,000,000. The appraised value is $450,000. Part of the plan was to speak to the Monroe County Land Authority, who also appraised the property. We don't have a figure but we were told it was lower.

Three options available to the Council were:
Approve
Reject
Reject and have the Manager and Legal Counsel try to negotiate a lower amount. In that case, he would speak to each member individually.

Mayor Joseph B. Pinder III opened public comment.

Speakers included:
Van Cadenhead

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

Council Member Mark Gregg moved to extend the meeting for 30 minutes at 10:59 p.m.

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

B. Resolution Approving 60-day Renewal of Employee Interchange Agreement with Monroe County and Appointing Ed Koconis as Interim Village Manager **TAB 21**

(John Quick, Interim Village Attorney)

A RESOLUTION OF THE VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA, APPROVING A RENEWAL OF THE EMPLOYEE INTERCHANGE AGREEMENT WITH MONROE COUNTY, FLORIDA FOR AN ADDITIONAL SIXTY (60) DAYS AND PERMITTING ED KOCONIS TO SERVE AS INTERIM VILLAGE MANAGER; AND PROVIDING AN EFFECTIVE DATE

The Council thanked Interim Village Manager Bryan Cook for his service.

Interim Village Attorney John Quick noted this agreement with the County replaces Interim Village Manager Bryan Cook with Ed Koconis.

Mayor Joseph B. Pinder III opened public comment.

Speakers included:

Van Cadenhead
Joe Wischmeier

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

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

XII. MOTIONS

There were none.

XIII. ADJOURNMENT

Council Member Henry Rosenthal moved to adjourn the meeting at 11:13 p.m.

Islamorada, Village of Islands
COMMUNITY WORKSHOP

October 3, 2023 - 5:30 PM
Founders Park Community Center
87000 Overseas Highway
Islamorada, FL 33036

MINUTES

I. Call to Order

Mayor Joseph B. Pinder III called the meeting to order at 05:28 PM.

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

ABSENT:

Chief Terry Abel led the Pledge of Allegiance and Mayor Pinder said a prayer to start the meeting.

II. Introduction

Vice Mayor Sharon Mahoney noted her intent with the workshop was to discuss ideas to make community rideshare have zero impact, with no cost to the taxpayers. She indicated she would like to form an evaluation committee.

Vice Mayor Mahoney introduced Jim Lashley, a 10-year Islamorada resident, who took the opportunity to get involved when he received the Freebee survey. With a background in business, he summarized his findings of the service and shared his ideas for improvement, which included potentially charging a nominal fee to riders.

III. Workshop Goals

Goals of the workshop included forming a committee and creating an RFP for rideshare services.

IV. Frebee Service Summary

Finance Director Maria Bassett noted the Freebee services came about through a pilot program. There was a grant opportunity that was dependent upon expanding the service and was currently being proposed. Ms. Bassett noted the lead time to apply for the grant was a year in advance and that the Village could accept the grant while exploring alternatives. She further noted that the service is not funded through ad valorem taxes.

V. Alternatives

Discussion ensued regarding alternate services.

VI. Public Input and Discussion

Mayor Joseph B. Pinder III opened public comment.

Speakers included:
Tom Raffanello
Van Cadenhead
Dave Boerner
Deb Gillis
Joe Wischmeier

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

VII. Recap

Staff noted it would bring a resolution forward in November to form the requested committee. Vice Mayor Mahoney encouraged residents interested in serving on the committee to reach out to Mr Lashley.

It was further noted that the resolution to accept the grant would be put on an upcoming agenda, with the clarification that the grant could be discontinued in the future if necessary.

VIII. Adjournment

There being no further business, the meeting was adjourned at 6:37 p.m.

Islamorada, Village of Islands
VILLAGE COUNCIL WORKSHOP

October 3, 2023 - 6:30 PM
Founders Park Community Center
87000 Overseas Highway
Islamorada, FL 33036

MINUTES

I. DISCUSSION

Mayor Pinder called the meeting to order at 6:50 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:

Human Resources Director Evie Engelemeyer introduced the meeting's purpose to create a shortlist of candidates who have not had their applications publicly shared. Out of respect for the applicants and their current jobs, we should not refer to any applicants not on the shortlist.

A decision was also made to hold a two-day Council retreat.

A. Open Discussion about Consolidating the List of Candidates

Mayor Joseph B. Pinder III opened public comment.

Speakers included:
Van Cadenhead
Deb Gillis
Tom Raffanello

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

B. Council Provides Guidance on Pre-Screening Interview Process/Expectations

After deliberation, it was decided that each Council Member would contact HR Director Engelmeyer with a shortlist of candidates by October 25.

C. Council Selects Dates for In-Person Interview

Zoom interviews would be conducted on November 14 for the shortlist candidates.

II. ADJOURNMENT

Council Member Henry Rosenthal moved to adjourn the meeting at 8:02 p.m.

Islamorada, Village of Islands

REGULAR VILLAGE COUNCIL MEETING

REVISED AGENDA

October 10, 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

DPW Director A.J. Engelmeyer led the Pledge of Allegiance and Mayor Joseph B. Pinder III led the meeting with a prayer.

III. AGENDA: Requests for Deletion / Emergency Additions

Vice Mayor Sharon Mahoney:

Requested to pull tabs 11 & 12

Requested to move the November 2 Land Use Meeting to November 9

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.

Speakers included:
Van Cadenhead
Joan Scholz
Joe Wischmeier

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

V. MAYOR / COUNCIL COMMUNICATIONS

A. Village Support for Amicus Brief filed in Everglades Restoration Lawsuit - Council Member Gregg - **TAB 1**

Council Member Mark Gregg summarized that the item is to support an amicus brief regarding a challenge to a reservoir project from Big Sugar. Representatives of the Everglades Law Center presented an overview of the request.

Mayor Joseph B. Pinder III opened public comment.

Speakers included:
Rachel Littman
Capt. Steve Friedman

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

The consensus was to move forward with signing onto the amicus brief.

B. Council Discussion of Priority Issues and Actions Items - Council Member Gregg - **TAB X**

Council Member Gregg presented the concept of the Eisenhower matrix, a tool used in business to help prioritize projects into urgent/not urgent and important/not important. Mr. Gregg asked each of them to write down three things that are urgent projects to start on as a building block to a conversation on strategic planning.

C. Proposal to Increase Holiday Lightscapes Contract - Council Member Rosenthal - **TAB Y**

Council Member Henry Rosenthal noted he asked our holiday lighting company how to best increase visibility and they submitted a proposal for $50,000. He asked the Council to consider allocating additional funds. Council did not express interest in the allocation.

VI. VILLAGE ATTORNEY / VILLAGE MANAGER COMMUNICATIONS

A. Review and Discuss options for Market Rate BPAS and Administrative Relief - **TAB 2**

Planning Director Jennifer DeBoisbriand, Land Use Consultant Rebecca Jetton, and Interim Village Attorney John Quick reviewed the options for Market Rate BPAS and Administrative Relief. They noted several options of which they recommend option one, which spreads out the remaining allocations over the longest period of time and minimizes legal exposure to the Village.

Interim Village Attorney John Quick recommended setting up appointments with legislators through our lobbyists to meet concerning future building permit allocations to the Keys. He further noted that this conversation made Tab 14 moot and that it did not need to be heard.

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.)

Mayor Joseph B. Pinder III opened public comment.

Speakers included:
Van Cadenhead

Sue Miller
Joe Wischmeier

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

ACTION:	Motion to approve item VII. 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

A. Approval of July 17, 2023 Special Village Council Meeting Minutes - **TAB 3**

B. Resolution Approving Annual Expenditures 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 FISCAL YEAR 2023-2024 EXPENDITURES THROUGH AN AGREEMENT BETWEEN FLORIDA KEYS EVR, LLC, AND ISLAMORADA, VILLAGE OF ISLANDS TO PROVIDE MAINTENANCE AND REPAIR SERVICES TO THE FIRE RESCUE DEPARTMENT; AUTHORIZING THE VILLAGE MANAGER TO EXPEND BUDGETED FUNDS; AUTHORIZING A WAIVER OF COMPETITIVE BIDDING; AND PROVIDING FOR AN EFFECTIVE DATE

C. Resolution Approving Work Authorization No. 4 between Wade Trim, Inc., and the Village for FY 2023-2024 Services - **TAB 5**

(A.J. Engelmeyer, Public Works Director)

A RESOLUTION OF THE VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA, RATIFYING AND APPROVING WORK AUTHORIZATION NO. 4 BETWEEN WADE TRIM, INC., AND ISLAMORADA, VILLAGE OF ISLANDS, TO PROVIDE GENERAL ENGINEERING SERVICES AND WASTEWATER UTILITY-RELATED ENGINEERING SERVICES; 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 WORK AUTHORIZATION NO. 4; AND PROVIDING FOR AN EFFECTIVE DATE

D. Resolution Approving Update to Council Procedures - **TAB 6** (John Quick, Interim Village Attorney)

A RESOLUTION OF THE VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA, UPDATING PROCEDURES FOR THE VILLAGE COUNCIL; AND PROVIDING FOR AN EFFECTIVE DATE.

E. Resolution Approving Final Payment to Dockmasters Marine Construction, Inc.- **TAB 7** (Maria Bassett, Finance Director)

A RESOLUTION OF THE VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA, APPROVING A FINAL PAYMENT (CHANGE ORDER #2) TO DOCKMASTERS MARINE CONSTRUCTION, INC., FOR THE MARINA DECKING REPLACEMENT PROJECT; AUTHORIZING THE VILLAGE MANAGER TO EXPEND BUDGETED FUNDS; AND PROVIDING FOR AN EFFECTIVE DATE

F. Resolution Approving Work Authorization No. 1 between Page Excavating, Inc., and the Village for FY 2023-2024 Services - **TAB 8** (A.J. Engelmeyer, Public Works Director)

A RESOLUTION OF THE VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA, APPROVING WORK AUTHORIZATION NO. 1 BETWEEN PAGE EXCAVATING, INC., AND ISLAMORADA, VILLAGE OF ISLANDS, TO PROVIDE WASTEWATER SUPPORT SERVICES AS NEEDED; AUTHORIZING VILLAGE OFFICIALS TO IMPLEMENT THE TERMS AND CONDITIONS OF WORK AUTHORIZATION NO. 1; AUTHORIZING THE VILLAGE MANAGER TO EXPEND BUDGETED FUNDS; AUTHORIZING THE VILLAGE MANAGER TO EXECUTE THE WORK AUTHORIZATION; AND PROVIDING FOR AN EFFECTIVE DATE

G. Resolution Approving Special Call Land Use Meeting Schedule 2024 - **TAB 9** (Jennifer DeBoisbriand , Planning Director)

A RESOLUTION OF THE VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA, ESTABLISHING A SCHEDULE FOR LAND USE VILLAGE COUNCIL MEETINGS AND PROVIDING FOR AN EFFECTIVE DATE

VIII. RESOLUTIONS

A. Resolution Approving Agreement with Page Excavating, Inc., to provide Marina Fire Suppression System Repair Services - **TAB 10** (Maria Bassett, Finance Director)

A RESOLUTION OF THE VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA, APPROVING AN AGREEMENT BETWEEN PAGE EXCAVATING, INC., AND ISLAMORADA, VILLAGE OF ISLANDS, TO PROVIDE MARINA FIRE SUPPRESSION SYSTEM REPAIR SERVICES; 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.

There being 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 FDOT SFY 2023 Public Transit Service Development Program Grant Agreement for Expanded Freebee Ridesharing Services - **TAB 11 - REMOVED FROM THE AGENDA DURING ADDITIONS AND DELETIONS** (Mary Swaney, Procurements & Grants Administrator, Maria Bassett, Finance Director)

A RESOLUTION OF THE VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA, ACCEPTING THE GRANT AWARD FROM THE FLORIDA DEPARTMENT OF TRANSPORTATION; APPROVING THE GRANT AGREEMENT G2M67 BETWEEN THE FLORIDA DEPARTMENT OF TRANSPORTATION AND ISLAMORADA, VILLAGE OF ISLANDS TO PROVIDE REIMBURSEMENT FUNDING FOR PUBLIC TRANSPORTATION DEVELOPMENT THROUGH EXPANSION OF THE FREEBEE PROGRAM; AUTHORIZING THE VILLAGE MANAGER TO EXECUTE THE AGREEMENT; AUTHORIZING VILLAGE OFFICIALS TO IMPLEMENT THE TERMS AND CONDITIONS OF THE AGREEMENT; AUTHORIZING THE VILLAGE MANAGER TO EXPEND BUDGETED FUNDS; AND PROVIDING AN EFFECTIVE DATE

C. Resolution Approving a Renewal Agreement for Freebee Ridesharing Services in Conjunction with FDOT SFY 2024 Public Transit Service Development Program Grant - **TAB 12 - REMOVED FROM THE AGENDA DURING ADDITIONS AND DELETIONS** (Mary Swaney, Procurements & Grants Administrator, Maria Bassett, Finance Director)

A RESOLUTION OF THE VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA, APPROVING EXECUTION OF AN AGREEMENT WITH BEEFREE, LLC., d/b/a FREEBEE WITH EXTENDED SERVICE HOURS; 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; PROVIDING FOR A WAIVER OF COMPETITIVE BIDDING; AND PROVIDING AN EFFECTIVE DATE

IX. ORDINANCES

A. Ordinance Calling for a Referendum to Increase Council Compensation - **Second Reading - TAB 13** (John Quick, Interim Village Attorney)

AN ORDINANCE OF ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA, PROVIDING FOR AN INCREASE IN COMPENSATION FOR VILLAGE COUNCIL MEMBERS; PROVIDING FOR REFERENDUM TO BE HELD WITH THE REGULAR VILLAGE ELECTION ON NOVEMBER 5, 2024; PROVIDING FOR SUBMISSION TO THE ELECTORS OF A PROPOSED AMENDMENT TO THE VILLAGE CHARTER PERTAINING TO INCREASED COMPENSATION FOR COUNCIL MEMBERS; PROVIDING FOR REQUISITE BALLOT LANGUAGE; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CHARTER/CONFORMITY OF AMENDMENT; PROVIDING FOR THE REPEAL OF CONFLICTING PROVISIONS; AND PROVIDING AN EFFECTIVE DATE

Follow up on the Ordinance discussed at the previous Council meeting to put forward to the electorate the change the Council compensation to $2,000 per month.

Mayor Pinder opened public comment
Van Cadenhead spoke.
There being no one else wishing to speak, Mayor Pinder closed public comment.

ACTION:	Motion to approve item IX.A. by Henry Rosenthal second by Elizabeth Jolin; Motion failed with a 3:2
AYES:	Elizabeth Jolin, Henry Rosenthal, Joseph B. Pinder III
NAYS:	Mark Gregg, Sharon Mahoney
ABSTAIN:	None

Section 5(5) of the Village Charter requires a vote of at least four affirmative votes to move this item forward. The motion passed 3-2 and therefore does not meet the required vote threshold for placement on the ballot.

B. Amending Administrative Relief Under the Building Permit Allocation System (BPAS) - **TAB 14 - REMOVED FROM THE AGENDA DURING VILLAGE MANAGER/ATTORNEY COMMUNICATIONS** (John Quick, Interim Village Attorney)

AN ORDINANCE OF ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA, AMENDING ARTICLE IV, "ADMINISTRATIVE PROCEDURES," OF CHAPTER 30, "LAND DEVELOPMENT REGULATIONS," OF THE VILLAGE CODE RELATING TO

ADMINISTRATIVE RELIEF AVAILABLE TO APPLICANTS UNDER THE BUILDING PERMIT ALLOCATION SYSTEM (BPAS); PROVIDING FOR THE REPEAL OF ALL CODE PROVISIONS AND ORDINANCES INCONSISTENT WITH THIS ORDINANCE; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE; PROVIDING FOR THE TRANSMITTAL OF THIS ORDINANCE TO THE FLORIDA DEPARTMENT OF ECONOMIC OPPORTUNITY; AND PROVIDING FOR AN EFFECTIVE DATE UPON APPROVAL OF THIS ORDINANCE BY THE FLORIDA DEPARTMENT OF ECONOMIC OPPORTUNITY.

X. DISCUSSION OF VILLAGE MANAGER SEARCH

It was determined that the Council would submit their shortlist of candidates to HR Director Engelmeyer by October 25 and Zoom interviews would take place on November 14.

XI. ADJOURNMENT

There was a motion to adjourn at 7:37 p.m.

Council Communication

To: Mayor and Village Council
From: Maria Bassett, Finance Director
Date: November 7, 2023
SUBJECT: **Resolution Approving FY 2023-2024 Expeditures through an Agreement with Ben Few & Company, LLC, to Provide Insurance and Risk Management Services and a First Amendment to the Agreement to Provide for Updated Terms - TAB 5**

Background:
On May 11, 2018, Islamorada, Village of Islands (the "Village") issued a Request for Proposals ("RFP") for insurance and risk management services, (RFP-18-18). The five (5) proposals received in response to RFP 18-18 were reviewed and evaluated by an appointed committee of Village staff members. On July 19, 2018, the Village Council adopted Resolution No. 18-07-58, thereby approving the recommendation of the RFP 18-08 evaluation committee and the selection of Ben Few & Company, LLC ("Ben Few") to provide the insurance and risk management services as set forth in RFP 18-18 (the "Services") and authorizing the Village Manager and Village Attorney to negotiate an agreement with Ben Few for the Services.

On August 9, 2018, the Village Council adopted Resolution No. 18-08-67 approving the Agreement with Ben Few to provide the "Services" at a cost not to exceed Thirty Six Thousand Dollars ($36,000.00). The Agreement became effective August 16, 2018, for a term to continue until terminated by either party.

Analysis:
Ben Few has reliably and professionally provided the Services through the Agreement. The firm responds promptly to requests for review of documents and provides guidance on insurance and risk management matters. The attached Resolution would approve FY 2023-2024 expenditures from Ben Few at a not to exceed cost of $36,000.00 through the existing Agreement. Since inception, there has been no increase in the annual fee.

In order to provide for standard terms that are in our agreements required by Florida Statutes, we propose a First Amendment to the Agreement with Ben Few.

Budget Impact:
Payments to Ben Few are reflected in the Professional Services account in the Finance and Administration Department Operating Budget in the General Fund. The FY 2023-2024 approved budget for Finance and Administration Professional Services is $46,000.00 and includes $36,000.00 for the services of Ben Few.

Staff Impact:

Village staff would continue to utilize the services of Ben Few.

Recommendation:
Staff recommends that the Village Council adopt the attached Resolution, thereby approving a First Amendment to the Agreement and FY 2023-2024 expenditures for insurance and risk management services from Ben Few & Company, LLC.

Attachments: 1. 2-47F7016-Resolution authorizing 2023-2024 Expenditures First Amend FINAL with attachments

RESOLUTION NO. 23-

A RESOLUTION OF THE VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA, APPROVING FISCAL YEAR 2023-2024 EXPENDITURES THROUGH AN AGREEMENT BETWEEN BEN FEW & COMPANY, LLC, AND ISLAMORADA, VILLAGE OF ISLANDS, TO PROVIDE INSURANCE AND RISK MANAGEMENT SERVICES; APPROVING A FIRST AMENDMENT TO THE AGREEMENT TO PROVIDE FOR UPDATED PROVISIONS; AUTHORIZING THE VILLAGE MANAGER TO EXPEND BUDGETED FUNDS; AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, Islamorada, Village of Islands (the "Village") prepared and advertised a Request for Proposals ("RFP") for insurance and risk management services, (RFP-18-18); and

WHEREAS, the Village Council of Islamorada, Village of Islands (the "Village Council") adopted Resolution No. 18-07-58, thereby approving the recommendation of the RFP 18-08 evaluation committee and the selection of Ben Few & Company, LLC ("Ben Few") to provide the services set forth in RFP 18-18; and

WHEREAS, the Village subsequently adopted Resolution No. 18-08-67 approving an Agreement with Ben Few to provide insurance and risk management services (the "Services") at a cost not to exceed Thirty Six Thousand Dollars ($36,000.00) effective August 16, 2018, (the "Agreement") for a term to continue until terminated by either party; and

WHEREAS, the Village desires to incorporate certain updated and new provisions to the Agreement through a First Amendment to the Agreement (the "First Amendment"); and

WHEREAS, the Village desires to continue the Services through the Agreement as amended by the First Amendment during FY 2023-2024 for an amount not to exceed Thirty Six Thousand Dollars ($36,000.00); and

WHEREAS, the Village Council finds that approval of the First Amendment to the Agreement and approval of FY 2023-2024 expenditures for Ben Few to provide the Services is in the best interest of the Village.

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

Section 1. Recitals. The above recitals are true and correct and incorporated into this Resolution by this reference.

Section 2. Approval and Execution of First Amendment. The Village Council hereby approves the form of the First Amendment attached hereto as Exhibit "A." The Village Manager is authorized to execute the First Amendment in the form attached hereto as Exhibit "A," subject to the approval as to form and legality by the Village Attorney and on behalf of the Village, to execute any other required agreements and/or documents to implement the terms and conditions of the First Amendment.

Section 3. Approval of Fiscal Year Expenditures. The Village Council hereby approves FY 2023-2024 expenditures from Ben Few to provide insurance and risk management services at an amount not to exceed Thirty Six Thousand Dollars ($36,000.00).

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 for the Services.

Section 5. 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 III _____
Vice Mayor Sharon Mahoney _____
Councilwoman Elizabeth Jolin _____
Councilman Mark Gregg _____
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, INTERIM VILLAGE ATTORNEY

FIRST AMENDMENT TO AGREEMENT

THIS IS A FIRST AMENDMENT TO AGREEMENT, dated the 16th day of August, 2018, between:

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

and

BEN FEW & COMPANY, LLC
a for profit corporation, 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 First Amendment to that certain Agreement dated August 16, 2018 (the "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 audit, review and evaluate the Village's insurance policies and issued RFP 18-18 for Insurance and Risk Management Services seeking proposals from qualified vendors.

1.2 On June 15, 2018, the VILLAGE received a proposal from CONTRACTOR in response to RFP 18-18, to audit, review and evaluate the Village's insurance policies and other related services (the "Services").

1.3 On July 19, 2018, the Village Council of Islamorada, Village of Islands adopted Resolution No. 18-07-58, thereby accepting the proposal from CONTRACTOR and authorizing the Village to negotiate an Agreement with CONTRACTOR for the proposed services.

1.4 VILLAGE and CONTRACTOR entered into the Agreement attached hereto as Exhibit "1" for the provision of the Services as set forth therein.

1.5 Since the date of the Agreement, there have been changes to the requirements for contracts with municipalities that necessitates this First Amendment to the Agreement.

ARTICLE 2
AMENDMENTS

2.1 Section 13.3 of the Agreement is hereby deleted in its entirety and a new section 13.3 is included to read as follows:

13.3 **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:

(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.

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.

2.2 A new Section 13.16 is hereby added to the Agreement to read as follows:

13.16 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.

2.3 A new Section 13.17 of the Agreement is hereby added to read as follows:

13.17 Scrutinized Companies.

(a) 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.

(b) 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.

(c) CONTRACTOR agrees to observe the above requirements for applicable subcontracts entered into for the performance of work under this Agreement.

(d) 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.

ARTICLE 3
MISCELLANEOUS

3.01 Severability. If any provision of this First Amendment or application thereof to any person or situation shall, to any extent, be held invalid or unenforceable, the remainder of this First Amendment, 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.

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

3.03 Entire Agreement. Except to the extent amended by this First Amendment, the Agreement together with Contract Documents, attached as an Exhibit thereto, as amended therein represents the entire and integrated agreement between the VILLAGE and the CONTRACTOR and supersedes all prior negotiations, representations or agreements, either written or oral.

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 _____, duly authorized officer to execute same.

VILLAGE

ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA

By:_____
Edward Koconis, Interim Village Manager

AUTHENTICATION:

_____
Marne McGrath, Village Clerk

(SEAL)

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

_____
John J. Quick, Interim Village Attorney

CONTRACTOR

WITNESSES:

_____ BY:_____
Ben Few III

_____

ATTEST:

_____
SECRETARY

STATE OF _____)

COUNTY OF _____)

BEFORE ME, an officer duly authorized by law to administer oaths and take acknowledgments, personally appeared _____ as _____, 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 ___ day of _____, 2023.

_____
NOTARY PUBLIC

My Commission Expires:

AGREEMENT

THIS IS AN AGREEMENT, dated the 16th day of August, 2018, between:

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

and

BEN FEW & COMPANY, LLC
a for profit corporation, 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 audit, review and evaluate the Village's insurance policies and issued RFP 18-18 for Insurance and Risk Management Services seeking proposals from qualified vendors.

1.2 On June 15, 2018, the VILLAGE received a proposal from CONTRACTOR in response to RFP 18-18, to audit, review and evaluate the Village's insurance policies and other related services (the "Services").

1.3 On July 19, 2018, the Village Council of Islamorada, Village of Islands adopted Resolution No. 18-07-58, thereby accepting the proposal from CONTRACTOR and authorizing the Village to negotiate an Agreement with CONTRACTOR for the proposed services.

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

1.5 The Village Manager is authorized to execute an agreement with CONTRACTOR for services related to the scope of work set forth in the Proposal 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 Proposal, 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. If within twelve (12) months following completion of its services, such services fail to meet the aforesaid standards, and the VILLAGE promptly advises CONTRACTOR thereof in writing, CONTRACTOR agrees to re-perform such deficient services without charge to the VILLAGE.

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
TIME FOR COMPLETION

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 the date this Agreement is fully executed by all parties.

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 work completed in accordance with the Proposal attached hereto as Exhibit "A", and as directed by VILLAGE. Prices for work completed by the CONTRACTOR shall be as reflected in CONTRACTOR's Proposal attached hereto and made a part hereof as Exhibit "A". A total contact price hereto is referred to as Contract Sum and shall not exceed **Thirty-Six Thousand Dollars ($36,000.00)**.

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

4.3 The CONTRACTOR shall guarantee all portions of the Project against poor workmanship and faulty materials for a period of twelve (12) months after final payment and shall immediately correct any defects which may appear during this period upon notification by VILLAGE.

4.4 The making and acceptance of the final payment shall constitute a waiver of all claims by the CONTRACTOR other than those arising from requirements of the specifications.

4.5 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 - $1,000,000 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 it deems necessary depending upon the exposures.

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 adjoining the Project site 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. The 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, 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 on each project:

PROJECT NAME
PROJECT DESCRIPTION
ESTIMATED PROJECT COST
ESTIMATED COST FOR ADDITION OR CHANGE TO PROJECT CONTRACT
ESTIMATED PROJECT COMPLETION DATE

10.2 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 This Agreement may be terminated by either party for cause, or the VILLAGE for convenience, upon ten (10) days written notice by the VILLAGE to CONTRACTOR in which event the CONTRACTOR shall be paid its compensation for services performed to termination date. In the event that the CONTRACTOR abandons this Agreement or causes it to be terminated, 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.

11.2 This Agreement shall take effect as of the date of execution as shown herein below and continue for such time as is contemplated by the VILLAGE.

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 Proposal in response to RFP 18-18 to audit, review and evaluate the Village's insurance policies and other services 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 ownership of CONTRACTOR shall constitute an assignment which requires VILLAGE approval. 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.

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.

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.
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: Seth Lawless, Village Manager

Village Administration Center
Islamorada, Village of Islands
86800 Overseas Highway
Islamorada, Florida 33036

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

CONTRACTOR: Attn: Ben Few III
Ben Few & Company, LLC
4560 Via Royale, Suite #3
Fort Myers, Florida 33919

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 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.

(This space intentionally left blank)

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 _____, duly authorized officer to execute same.

VILLAGE

ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA

By: _____
Seth Lawless, Village Manager

AUTHENTICATION:

_____
Kelly Toth, Village Clerk

(SEAL)

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

_____
Roget V. Bryan, Village Attorney

CONTRACTOR

WITNESSES:

BY: ~~Ben Few III~~ Ben Few IV, President

ATTEST:

SECRETARY

STATE OF Florida)
COUNTY OF Lee)

BEFORE ME, an officer duly authorized by law to administer oaths and take acknowledgments, personally appeared Ben Few IV as President, of Ben Few Company, LLC a Florida corporation, and acknowledged executed the foregoing Agreement as the proper official of Ben Few Company, LLC 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 6th day of August 2018.

Linda S. Cohen
NOTARY PUBLIC

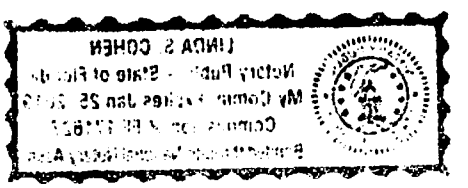
My Commission Expires:

LINDA S. COHEN
Notary Public - State of Florida
My Comm. Expires Jan 25, 2019
Commission # FF 171827
Bonded through National Notary Assn.

See attached document for Exhibit "A"

Ben Few & Company, LLC

(Proposal to audit, review and evaluate the Village's insurance policies)



Islamorada, Village of Islands

June 15, 2018

PROPOSAL

FOR

INSURANCE AND RISK MANAGEMENT SERVICES
RFP 18-18

PROPOSAL OFFERED BY

BEN FEW III, ARM, ARM-P, AAI
BEN FEW IV, CRM, AAI

risk managers

BEN FEW & COMPANY, LLC

4560 Via Royale, Suite #3
Fort Myers, Florida 33919
Phone 239-334-7727 Fax 239-334-8166
bfew@benfew.com

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risk managers

BEN FEW & COMPANY, LLC

June 15, 2018

Village Clerk
Islamorada, Village of Islands
Village Administrative Center, 3rd Floor
86800 Overseas Highway
Islamorada, Florida 33036

Re: Risk Management Consulting Services

Dear Ms. Toth:

Thank you very much for allowing us the opportunity to provide a proposal for our services to Islamorada. We are confident that our firm will both save time and bring efficiency to your program through effective risk management and insurance consulting services.

Ben Few & Company, LLC is a proud family firm, built on three generations of dedicated insurance specialists, dating back to 1958. Our firm is a true independent consulting firm, not owned by or affiliated with any insurance company or brokerage. We work only on behalf of our clients, and our client's fee is the only remuneration accepted.

We have specialized in Florida public entity insurance and risk management consulting for the last twenty-five years. Our standard public entity scope of services goes well beyond your requested scope of services and we suggest utilizing our flat fee, as our service and scope will not be limited by hourly billing. This is the fashion most of our Cities, Towns and Villages prefer.

In addition to formal training in sovereign immunity and other areas unique to the exposures the Village faces, our staff has a wealth of hands on experience providing services to our public clients. We have particular knowledge in securing efficient property coverage in the Florida Keys public entity clients. We will never take on more clients than we are staffed to handle and make the pledge to you that we will always be available and will meet all deadlines required within our scope of services.

Ben Few III, ARM, ARM-P, AAI will be the managing consultant for this engagement, and can be contacted at 4560 Via Royale, Suite 3, Fort Myers, FL 33919, (239)334-7727, or at bfew@benfew.com. Ben has specific knowledge relative to public entities, self-insurance, and sovereign immunity, as these are within his area of expertise. He will work directly with the Village, with the support of Ben Few IV, CRM, AAI.

This proposal will remain in effect for at least 90 days from today.

Should you need anything in addition to what we have supplied, please let us know.

Again, thank you for this opportunity!

Very truly yours,

BEN FEW & COMPANY, LLC

Ben Few III, ARM, ARM-P, AAI
CEO

A BRIEF HISTORY OF OUR FIRM

BEN FEW & COMPANY, LLC was incorporated in August 1993, to provide the highest quality of knowledge and service in the field of Risk Management Consulting. Our mission was, and still is, to obtain sophisticated clients that have and understand the need for in-house knowledge and control of the risk management elements of their operations and provide these organizations with substantial enhancements to existing programs. Our goal is to provide an overall increased level of comfort for staff in the field of risk management, including claims management.

A prudent buyer should always think about what they are going to buy before they make a purchase. Choosing a consultant is no different. Different consultancies and consultants have different skills and experience. While some of our peers specialize in expert witness and litigation support, which may require having attorneys on staff, consultants at Ben Few & Company, LLC are insurance industry trained, as that discipline constitutes 95% of all risk management focus. Should we require legal opinion, etc., we are aligned with specific law firms to step forward on our behalf. Likewise, we align ourselves with actuarial firms for the working philosophy.

Our firm currently handles full risk management consulting for Cities, Counties, Utilities, Universities, School Districts, Special Districts, Housing Authorities, Contractors, Convalescent Care Facilities, Physicians and CPAs—all of which have been active contracts in the last thirty-six months. Our duties include, but are not limited to: Risk Analysis; Property/Casualty RFP Preparation and Process Facilitation; Coverage Analysis and Selection; Coverage Verification; Procedure Analysis; Specification Development; Funding Methods; Management of Agents/Brokers/Companies; Insurance Audit Preparation; Bonding; Contract and Lease Reviews; Claims Management (includes in-house and third party claims handling review and audit); Safety and Maintenance Programs; Drug-Free Workplaces; and other Special Programs.

Although our firm was incorporated as a fee-only consulting firm in 1993, Ben Few III began his insurance career following graduation from college in 1974. Experience (as shown on resume) includes training in claims with USF&G Insurance Company, as well as owning a Commercial Lines Insurance Agency for eleven years. In addition to many advanced educational courses taken through Company and Agent Associations, Ben Few III committed to training for and obtaining the professional designations of Associate in Risk Management and Associate in Risk Management-Public Entities, when he decided to work in fee-only consulting. Our staff keeps abreast of the most current developments in the industry through professional publications, classes, and seminars. Ben Few III is a member in good standing and former treasurer for the Society of Risk Management Consultants (www.srmcsociety.org).

Many of our governmental and private sector clients are self-insured, and as such, we have specific experience in this field.

We hold ourselves to be professionals, and as such, must have access to the most current library of risk management information and tools. We subscribe to specific risk management software, such as A.M. Best and AMS programs. We also receive monthly educational bulletins via e-mail and have unlimited access to OSHA regulations, COBRA regulations, etc.

Ben Few & Company, LLC is a fee-only company. We do not accept any commissions. Our client's fee is the only remuneration we will accept in conjunction with work performed on their behalf. We are not affiliated with any agency, broker, or company and do not offer any products for sale.

Our firm has worked for government entities and private businesses within the entire State of Florida and has always exceeded the service found within the scope of services requested. We can be reached by phone or e-mail 24/7.

Through over 20 years of public entity consulting in Florida, this firm has and continues to work with all prominent brokers, agents, trusts, funds, and Third-Party Administrators doing business in this State.

FIRM INFORMATION

Name of Firm:	Ben Few & Company, LLC
Principal Consultant:	Ben Few III, ARM, ARM-P, AAI
Address of Firm:	4560 via Royale, Suite 3 Fort Myers, FL 33919
Telephone:	(239)334-7727
Fax:	(239)334-8166
Principal Email:	bfew@benfew.com
Website Address:	www.benfew.com
FEIN:	65-0424873
Date of Incorporation:	August, 1993

PUBLIC AND PRIVATE SECTOR EXPERIENCE

*These projects are meant to substantiate our staff's time and experience in risk management. This is not a list of all our projects.

Ben Few III, ARM, ARM-P, AAI

Client – City of Key West
Project – As needed consulting services and RFP services
Time – June 2012 through September 2015

Client – City of Palm Bay
Project – Risk Analysis/Self-Insurance study/Ongoing consulting services
Time – March 2015 through March 2016

Client – City of North Port
Project – Risk Analysis/Self-Insurance study/Ongoing consulting services
Time – July 2014 through present

Client – City of Cape Coral
Project – Full time, ongoing services Risk Analysis and RFP services
Time – January 2004 through January 2015

Client – City of Cooper City
Project – RFP Services
Time – July 2011

Client – City of Fort Myers
Project – Full time, ongoing services Risk Analysis and RFP services
Time – January 1995 through present

Client – City of Lake Worth
Project – Full time, ongoing services Risk Analysis and RFP services
Time – June 2009 through present

Client – City of Marco Island
Project – Full time, ongoing services Risk Analysis and RFP services
Time – June 1998 through present

Client – Island Water Association
Project – Full time, ongoing services Risk Analysis and RFP services
Time – March 2001 through present

Client – Seacoast Utility Authority
Project – RFP services
Time – Annually since 2009

Ben Few IV, CRM, AAI

Client – City of Key West
Project – Risk Analysis, Creation and implementation of Insurance Requirement Matrix for all City contractors, vendors, tenants, etc., RFP services
Time – June 2012 through September 2015, April 2018 through present

Client – City of Palm Bay
Project – Risk Analysis/Self-Insurance study/Ongoing consulting services
Time – March 2015 through March 2016

Client – City of North Port
Project – Risk Analysis/Self-Insurance study/Ongoing consulting services
Time – July 2014 through present

Client – St. John's River Water Management District
Project – Risk Analysis/Self-Insurance study and RFP services
Time – February 2013 through June 2014

Client – School Board of Broward County
Project – Risk Analysis and RFP services for Brokerage and TPA service
Time – July 2013 through present

Client - Goodwill Industries of SW FL
Project – Risk Analysis and RFP services
Time – October 2009, October 2012

Client – Marion County School District
Project – Full time, ongoing services Risk Analysis and RFP services
Time – January 2012 through present

Client – John and Elizabeth Kagan Entities
Project – Full time, ongoing services Risk Analysis and RFP services
Time – Account assigned to Ben Few IV September 2007 and is ongoing

Client – The Golf Club at Palmira
Project – Full time, ongoing services Risk Analysis and RFP services
Time – January 2009 through present

Client – Aim Engineering
Project – Full time, ongoing services Risk Analysis and RFP services
Time – Account assigned to Ben Few IV September 2007 and is ongoing

Linda Cohen, CPSR

Linda has been a consultant with our firm since 1997 and works as additional support staff on all accounts.

Luke Few, CRM, AAI

Luke provides all quantitative analyses for clients and works as additional support staff on all accounts.

Ben Few & Company, LLC's public entity clients have included, among others:
Broward County School District
City of Cape Coral
City of Casselberry
City of Cooper City
City of Fort Myers
City of Key West
City of Lake Worth
City of Lauderhill
City of Marco Island
City of North Port
City of Palm Bay
City of Palm Beach Gardens
City of Sanibel
Florida SouthWestern State College
Glades County
Hardee County School District
Heron's Glen Recreation District
Housing Authority of Fort Myers
Island Water Association, Inc.
Lee County Mosquito Control District
Lee Heath Hospital System
Leon County School District
Marion County School District
Miami Beach Housing Authority
North Naples Fire Control and Rescue District
Palm Beach County Housing Authority
Sarasota Housing Authority
Seacoast Utility Authority
St. Johns River Water Management District
University of Central Florida
Town of Fort Myers Beach
Town of Longboat Key
Village at Hawk's Cay
Village of North Palm Beach
Village of Pinecrest

SUMMARIZED RESUMES

CEO and Principal Consultant - Ben C. Few III, ARM, ARM-P, AAI

Ben began his career with United States Fidelity & Guaranty Company in 1974 and founded a successful independent insurance agency in 1979, specializing in large commercial accounts. On September 1, 1993, he saw a true need and made the move from the retail side of the insurance industry into fee-based risk management consulting services.

Ben attended Florida Southern College from 1970 to 1974 and graduated with a Bachelor of Science in Business Administration. In addition to the various educational requirements necessary to obtain proper industry licensing, he received the Associate in Risk Management professional designation and the Associate in Risk Management for Public Entities professional designation from the Insurance Institute of America. Ben is also a member and past Director of the Society of Risk Management Consultants.

Ben is a firm believer in business and community involvement. He has been a Director on two bank boards and is a past president of Rotary, Lee County Independent Insurance Agents Associations, and Greater Fort Myers Chamber of Commerce. He served as a Director for the Edison Festival of Light and was a member of the Class of 1990 Leadership Lee County. Ben's areas of expertise are: Special Districts, Municipalities, Utilities, Housing Authorities, Secondary School Districts, and Universities & Colleges.

President and Lead Consultant - Ben C. Few IV, CRM, AAI

Ben C. Few IV joined Ben Few & Company, LLC in 2007, upon graduation from the University of Florida. Ben interned at Ben Few & Company, LLC for four years prior to his college graduation.

Ben received his Accredited Advisor in Insurance (AAI) professional designation in February 2012 and his Certified Risk Manager (CRM) designation in 2014.

Ben is active in the community and is a current member of Rotary International. He is also a graduate of the Fort Myers Leadership Class of 2009.

In addition to working with Ben III for all public entity clients, Ben also specializes in contractors, architects/engineers, and country clubs.

Ben is also currently a member of the Society of Risk Management Consultants.

Associate Consultant – Linda Cohen, CPSR

Linda S. Cohen, CPSR joined Ben Few & Company, LLC in 1997, as an assistant risk management consultant, with responsibility for servicing small commercial clients and high net worth personal clients.

Linda came to Ben Few & Company, LLC with the benefit of 26 years of personal lines experience in the retail side of the property and casualty insurance industry. She became a Licensed Service Representative in 1985 and received the Certified Professional Service Representative (CPSR) professional designation in 2009. Linda currently meets all State licensing requirements for her duties.

Linda's areas of expertise are: Commercial Property & Casualty Insurance; Technical Assistance; and Risk Management Consulting for High Net Worth Individuals.

Technical Analyst – G. Luke Few, CRM, AAI

Luke is the newest member of our firm. He is a 2011 graduate of the University of Central Florida, with a major in Economics and minor in Digital Media. Luke has also interned with Ben Few & Company, LLC for four years prior to his graduation.

Luke received his Accredited Advisor in Insurance (AAI) professional designation in October 2012 and his Certified Risk Manager (CRM) designation in the summer of 2014.

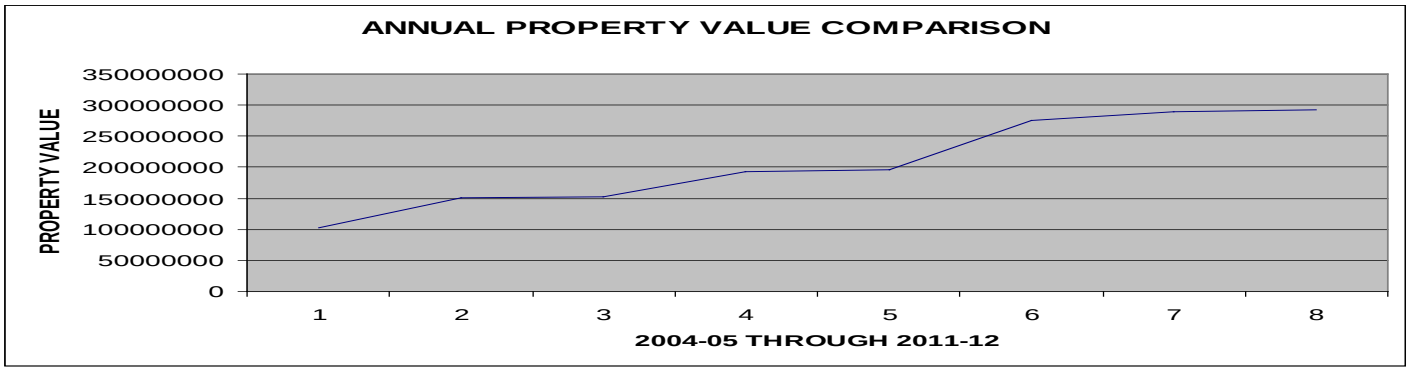
Luke is active in the community and is a past board member of Our Mother's Home (non-profit organization for teenage mothers). He is also a graduate of the Fort Myers Leadership Class of 2012.

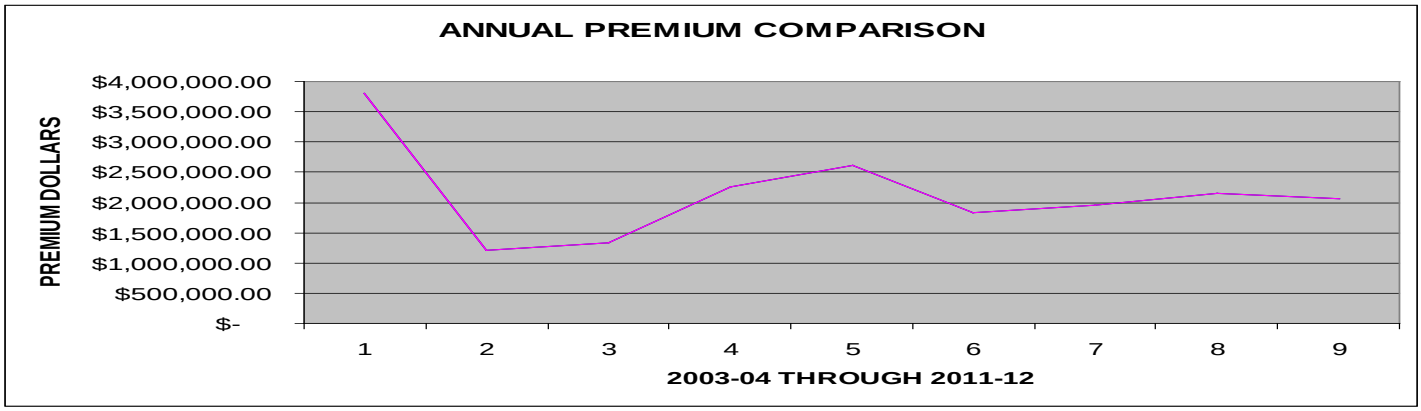
SIMILAR PROJECTS

1. City of Cape Coral, Florida

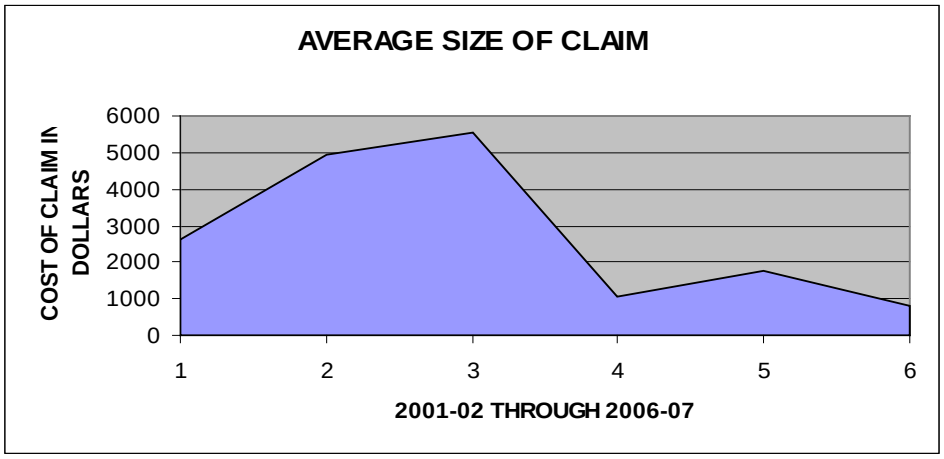
Ben Few & Company, LLC was first engaged by the City of Cape Coral in 2004. The City's newly-hired Risk Manager believed the City was of the size that it perhaps should not be one of the largest members of a risk retention group. Our firm was hired to weigh in on this question by developing specifications for a stand-alone self-insurance program, which would take advantage of the sovereign immunity laws, along with the utilization of a third-party claims administrator that was willing and able to follow the City's claim handling philosophy. The goal was twofold: (1) reduce cost of the overall program and (2) reduce claim frequency and severity.

The overall result was the City moving to a customized and financially sound stand-alone self-insurance program. The initial annual cost savings for the first full year under this program was over $2,000,000, which represented a savings of over 50% of the previous annual cost. Since the City has developed and maintained this highly successful program, the overall annual cost has remained constant from 2004 through 2015, despite a nearly 300% increase in property value insured.



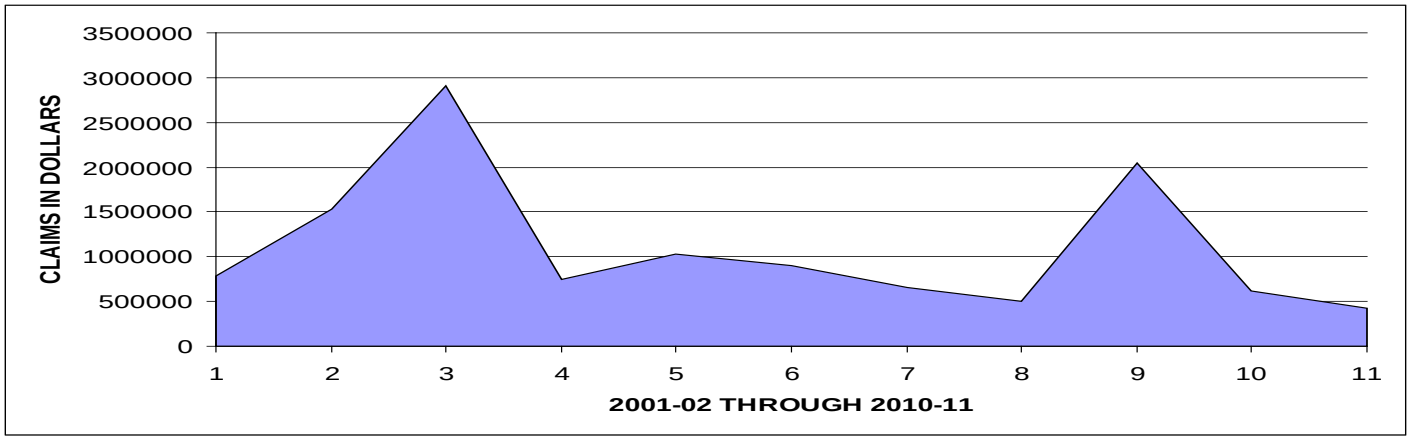


The driving factor in the City's stand-alone self-insurance model is controllable claims, as to frequency and severity. By utilizing a third-party administrator under the City's authority, along with an effective safety program, the City has greatly improved: (1) overall number of claims; (2) number of claims closed without payment; (3) length of time a claim is open; and (4) cost of claims. The average cost of each claim dropped from approximately $6,000 to below $1,000.



As you will see from the chart below, the overall claims cost produces a constantly falling trend since the City began the current self-insured program. This puts the City in an excellent position to demand the lowest premiums for all primary and excess coverage that is chosen through the RFP process.

TOTAL CLAIMS



It is extremely important to understand that the insurance market is constantly changing, with innovative new methods of risk financing being introduced. This, along with the risk tolerance and claim performance of the City may, at some point, necessitate a change in the City's insurance program model.

2. St. John's River Water Management District, Florida

In February, 2013, the District engaged Ben Few & Company, LLC to identify, review, evaluate, and report upon the following:

- Exposures to fortuitous loss
- Consideration of these exposures in terms of probably loss frequency and severity

- Financial ratings of insurers
- Insurance limits
- Deductibles and retentions
- Scope of insurance coverage, including deficiencies and overlaps
- The cost of risk (insurance premiums, retained losses and administrative expenses)
- Alternative risk financing options
- Current quality and levels of services provided by insurers, agents/brokers/ and third-party administrators
- Administration of the risk management function including organization, staffing, policies, procedures, and record keeping

To accomplish the above tasks, Ben Few & Company, LLC performed site inspections, interviewed several District staff members, interviewed the District's insurance broker, and performed an exhaustive review of many documents related to insurance, immunity statutes, District policies, procedures, and contracts.

The report that followed Ben Few & Company, LLC's analysis applied findings to every current line of coverage being carried by St. John's River Water Management District and clearly advocated the District remain with a fully transferred program. The recommendation was based on the District's risk tolerance level and proved to be the most economical long-term strategy.

3. City of Fort Myers, Florida

Ben Few & Company, LLC has worked for the City of Fort Myers since the mid-1990s on a full-time consulting basis.

At the time our services were engaged, the City of Fort Myers purchased property coverage, excess workers' compensation coverage and automobile liability coverage. The City relied exclusively on sovereign immunity with no excess third party liability coverage. Our first recommendation and subsequent project was to design an effective insurance program that would respond in a financially feasible way to all exposures faced by the City. The result of our work was the City of Fort Myers utilizing a self-insured program that they still have in place today. We designed a self-insured program, including excess liability coverage over sovereign immunity for all third-party claims, public official liability, all federal and police claims, property coverage, crime coverage and excess workers' compensation coverage for the cost of the previous automobile liability policy, alone.

In addition, we redesigned the employee benefit program, which resulted in (1) richer benefit design, (2) more employees being able to afford dependent coverage, (3) a better understanding by employees of the benefit program and how it worked, and (4) a reduction in overall premium cost of approximately $1,000,000. The City employed approximately 1,000 employees at the time.

4. City of Palm Bay, Florida

Ben Few & Company, LLC was engaged by the City of Palm Bay in April 2015 to provide complete, comprehensive, general review and analysis of the City's current Risk Management program i.e. property, casualty, workers' compensation, general liability, public liability, police liability, etc. The purpose of the analysis was to aid the City in determining whether the City was a financially qualified candidate to move to a self-insured Risk Management program.

The scope of work included:

1. Claims/exposure review versus coverage currently being carried;
2. Preparation of due diligence analysis to verify qualification for self-insurance funding, from both financial and staff standpoints;
3. Determination of benefits over a long-term basis by utilizing self-insurance funding;
4. Proposal of an implementation plan;
5. Attendance at Council meetings to present final risk analysis information, as needed and determined by the City Attorney's office.

The results of this analysis lead to the City issuing an RFP for a self-insurance program designed by our firm. The City entered into a stand-alone self-insurance program on October 1, 2015 and engaged Ben Few & Company, LLC to consult with the City going forward.

References

City of Fort Myers
Grant Alley, City Attorney — (239) 321-7056
2200 Second St, Fort Myers, FL 33901 — galley@cityftmyers.com

Marion County Schools
Lori Lively, Director of Risk Management — (352) 671-6910
512 SE 3rd St, Ocala, FL 34471 — lori.lively@marion.k12.fl.us

Palm Beach County Housing Authority
Loretta Reeves, Chief Financial Officer — (561) 684-2160
3432 West 45th St, West Palm Beach, FL 33407 — lreeves@pbchafl.org

City of North Port
Sandy Knowles, Risk Management Coordinator — (941) 429-7130
4970 City Hall Blvd, North Port, FL 34286 — sknowles@cityofnorthport.com

PROJECT ORGANIZATION AND MANAGEMENT OVERVIEW

At Ben Few & Company, LLC, teamwork is paramount. All projects are received and reviewed by Ben Few III, CEO and then assigned to the consultant that has the most expertise in that field. For most municipal accounts, a lead consultant is assigned along with a backup, to ensure that there are two consultants that fully understand the account and its nuances at all times. This allows for efficient management of client information and assures the client that there will always be someone available to discuss their questions or concerns in depth and at length.

When an account is assigned, all responsibilities and expectations are initially discussed and agreed upon by our consultants. This allows us to track progress and give timelines and updates to the client, so they know exactly what to expect at any given time. All active accounts are reviewed in weekly staff meetings and again in a monthly management meeting to monitor progress and assure that all goals are being accomplished in a timely fashion. The lead consultant on the account is responsible for updating Ben Few III on account progress at the management meeting, and then subsequently reporting to the client for any necessary action items. Regular communication with the client is anticipated and can be tailored to however the client prefers to communicate.

An added benefit of being a twenty-year risk management corporation in Florida is that our experience makes it easier to implement quality control. Simply stated, we know what to expect going into a project and pride ourselves on being able to share accurate information with our clientele. Any document that is produced by our office always has a minimum of two consultants review it before it is returned to a client. As a standard part of our quality control system, all documents and emails received by our office are automatically copied to a secondary email account that one of our consultants monitors at all times. We pride ourselves on our attention to detail, client interaction, and overall service, and welcome you to contact our references.

SCOPE OF SERVICES / TECHNICAL APPROACH

1. Audit, review and evaluate all of the Village's existing insurance policies to ensure that they are meeting the best interests of the Village and that there are no areas of exposure that are uninsured or insufficiently insured.

2. Review workers' compensation injuries and loss reports and make recommendations to control losses.

3. Recommend proper limits, deductibles and coverage levels common to local governments and specific to the Village. Performance of an asset inventory and identification of appropriate coverage levels by asset may be necessary.

Regarding points 1, 2 and 3, we help our clients develop all types of unique loss transfer methods, from the traditional purchase of insurance to self-insurance programs and reserving for losses not necessarily thought to be insurable. We do this through the methods detailed below.

Data Acquisition

We will begin collecting data immediately upon notice of award and subsequent contract execution. Initially, we'll meet with Village staff to become acquainted with our contact. This should take no longer than one week's time. Then, understanding our client's profile is a process that is generally undertaken through the following steps:

1. Persons to be interviewed:
   a. Risk Manager
   b. HR Director
   c. City Attorney
   d. Staff Loss Control Representatives
   e. City's Current Broker(s) for all lines of insurance coverage

2. Specific locations to be inspected:
   a. Administrative Headquarters / City Hall
   b. Public Works Department
   c. Police and Fire Departments
   d. Parks and Recreation
   e. Any Non-Traditional Facility or structure that staff believes to be a substantial exposure to loss*

*We will visit whichever locations that staff feels are most representative of the Village's operations and property profiles.

3. Documents that will be required:
   a. Insurance policies for all property and casualty lines of coverage
   b. Ten-year loss history for all lines of coverage
   c. Employee handbook
   d. Current risk management practices, claims handling practices

e. Sample certificates of insurance
f. Sample standard contracts that the Village enters into for both Prime and Sub relationships
g. Schedules of vehicles, employees, property locations, and owned equipment
h. Most recent property and casualty insurance RFP issued
i. Most recent replacement cost appraisal for owned property
j. Emergency management practices and procedures

Risk Analysis Report

With the acquisition of the information above, this office is able to offer either a formal risk analysis report or fluid, daily risk analysis through regular communication with the Risk Department.

If the Village opts for a formal report, in total, we anticipate a 60-day timeframe to complete the first draft of the risk analysis. This will include collection of all policies and procedures, staff interviews, and site visits. This should provide us with ample time to present to the Risk Department for review before issuing the final copy that will ultimately be presented. This process can be scheduled with a week-by-week status report detailing completion percentage, should the Village wish, or can be more fluid if that's how staff prefers to operate.

Specifically, the goals for the risk analysis are to:

1. Provide a detailed, all-encompassing risk analysis to the Village pertaining to its property and casualty risk management program. The final report will contain an analysis of coverage currently carried versus the exposures the Village faces and how equipped it is to handle losses sustained. This report is not designed to evaluate cost-effectiveness of the coverage (as that comes largely from the RFP process), but its functional aspects. Village evaluation of this report should be immediate, as the report itself is specifically designed to show gaps or flaws in the overall program.

2. Provide recommendations to the Village for improvements that can be made within its existing program. While cost-effectiveness can be a by-product of these recommendations, the ultimate goal is to prevent losses by creating a more efficient program. This will include expansion or contraction of certain in-house activities, selection or removal of certain coverages, and in-house risk management practices review. Village evaluation of this aspect of the analysis can be both short- and long-term, as improvement of practices can result in immediate and future savings.

Again, assuming the Village chooses a formal report as opposed to ongoing, daily analysis, the lion's share of this work will have been completed within the initial 60-day period, allowing for sufficient time for staff review and comment. The final reports will be presented to the Council if desired.

4. Solicit proposals from qualified insurance carriers for new or additional insurance coverages who are experienced in and familiar with working with Florida local governments.

5. Evaluate proposals and assist the Village in negotiations and implementation of policies and coverages.

Regarding points 4 and 5:

1. Preparation of the insurance specification procurement document will be a 30-day process to completion of the first draft. This will begin as soon as practical, depending on the Village's intentions for the coming renewal, and will be presented to staff for review and comment no later than 90 days prior to renewal, to allow sufficient time for review, and ample time "on the street." Specific scheduling can be accommodated and managed in whichever way the Village and/or its Risk Manager would prefer.

2. Tasks and methodologies involved in preparation of this document include:

a. Organize a systematic collection of data that is required for renewals and policy maintenance. This is done in a manner to minimize time demands on staff. As previously mentioned, all client data is initially collected by our firm and electronically stored in our secured system in order to build a baseline for necessary future information. This information is kept on file in our office, so that minimal requests for information are made to the Village staff. Once we have stored the information in our system, only that information that is subject to change may necessitate a request for an update from Village staff (i.e. annual revenue basis, payrolls, etc.) We would anticipate regular communication with Village staff in general, so there would be constant dialogue with regard to any changes being made.

b. Complete all existing policy applications and or data requests to gather up-to-date underwriting information necessary for the RFP document (except signatures) and present to the Risk Manager for review and signature.

c. Provide a copy of all exposure data, loss information and applications that are submitted for marketing. As part of our client filing system, all data—whether exposure, loss, financial or otherwise—is safely stored in our secured system and available to our clients at any time.

3. Our office will answer any questions received by Purchasing with regard to the document, then return to Purchasing for distribution. It is our usual practice to make sure that all questions are answered no later than four weeks prior to submittal deadline.

4. We anticipate that the RFP would be active for a period of not less than six weeks' time. This would give sufficient time for both our own analysis and staff review, prior to the Village making an award.

5. Upon receipt of the proposals, we will assist as committee review member or assist in the evaluation of responses. Should the Village wish, we can either handle these processes in a completely independent fashion or as part of a committee.

6. Our consultants will present to the Village once the evaluation committee has made its recommendation for award. At this time, we will assist with the transition into the renewal period, as well as help manage any bid protests that may result to the appropriate resolution.

7. Once the chosen program has been initiated, we will obtain and review all binders prior to submission to the Village. Follow-up for receipt of and review of all issued policies to assure they are complete and in compliance with quotes is standard practice. We will confirm accuracy and resolution of any deficiencies in writing with the broker/carrier and provide the Village with the relevant documentation.

6. Attend meetings with Village staff, insurance carriers and related service companies to discuss insurance policy terms, benefits, service issues, manage costs and improve communications.

In addition to board meetings, Ben Few & Company, LLC is available—and prefers—to meet face-to-face with our assigned point of contact on a regular basis, whether it be quarterly, monthly, etc.

7. Provide general information, updates, document preparation/review and assistance with filings of required documents, when needed.

Our firm maintains all policies for our clients, as part of our total policy management system, so this part of the scope of services is simply an extension of that. We prepare audit projections for all our clients, both municipal and private, so that they know what to expect well before the audit takes place. We also like to be on premises when audits take place to ensure they are done accurately, as many times, questions from auditors can result in unnecessary reclassification of certain exposures. We also assist with self-insured filings such as the SI-5 form.

8. Research governmental regulations, both state and federal, influencing appropriate coverage types and levels, especially as they relate to maximizing reimbursement by the Federal Emergency Management Administration ("FEMA") in the event of a natural disaster.

Ben Few & Company, LLC strives to stay abreast of the latest trends and developments in the insurance industry and is dedicated to providing this information to its clients. Through membership in various professional organizations (SRMC, RIMS, PRIMA, FAIA), subscriptions to industry publications, and extensive continuing education, we are able to keep clients apprised of the latest developments in risk transfer methods, whether through self-insurance or fully-transferred products and the accompanying legislative mandates.

9. Assist the Village Finance Department with budgeting for annual renewals.

This is done with all clients, whether public or private. We will prepare projected budgets based on perceived market conditions, along with expected loss results.

10. Respond to questions from and provide information to staff and provide other requested insurance administration support services throughout the course of the plan year.

Ben Few III is available daily to all accounts that he handles. He can be reached either by phone or email 24/7. All Ben Few & Company, LLC staff are familiar with each account and are also available to answer any questions the Village may have. Our staff are available to provide explanations of common coverages, exceptions, and exclusions, etc.

11. Evaluate Village programs and identify instances where the Village should be requesting certificates of insurance from third parties utilizing Village facilities and properties and provide guidance to staff, including review of certificates of insurance provided by vendors and suppliers to the Village, analysis of risk transfer options, such as, indemnity agreement.

We will assist with management of certificate of insurance issuances to assure they are in compliance with the Village's coverage and internal procedures (Brokers will issue certificates, but the certificate terms should be monitored by the consultant). This has become a necessary process with the newer Acord forms causing quite a bit of confusion between insureds and certificate holders of all sorts. Ben Few & Company, LLC will monitor all certificate specifics, both required of the Village and especially required by them to make sure all risk transfer methods are consistent.

12. Interface and communicate with insurance carriers as needed to assist the Village in the resolution of problems.

Ben Few & Company, LLC acts as the main point of contact between all risk management service providers and all our clients. In this way, we can streamline any requests for information that may become necessary, again relieving pressure on the Village for man hours.

13. Assist the Finance and Administration Department in ascertaining replacement cost value for Village property and assets.

Please see our response to points 1, 2, and 3, as this would be included as part of the process. We work with both the broker and the facilities department to come up with appropriate values and use our current client database for comparables to minimize cost to our clients.

COMMUNICATION

In short, typically we work directly with our client's Risk Manager, or whoever our client has designated amongst their staff as responsible for the discipline. Our office is headquartered in Fort Myers, FL and is our only location.

We are available via phones daily from 8am to 5pm and can be reached via email 24/7.

Name: Ben C. Few III, ARM, ARM-P, AAI Title: Principal (Senior) Consultant
Address: 4560 via Royale Ste 3, Fort Myers FL, 33919
Phone Number: (239)334-7727 Fax: (239)334-8166
Email: bfew@benfew.com

Name: Ben C. Few IV, CRM, AAI Title: Lead (Senior) Consultant
Address: 4560 via Royale Ste 3, Fort Myers FL, 33919
Phone Number: (239)334-7727 Fax: (239)334-8166
Email: ben@benfew.com

Name: Linda Cohen, CPSR Title: Consultant
Address: 4560 via Royale Ste 3, Fort Myers FL, 33919
Phone Number: (239)334-7727 Fax: (239)334-8166
Email: linda@benfew.com

Name: G. Luke Few, CRM, AAI Title: Technical Analyst
Address: 4560 via Royale Ste 3, Fort Myers FL, 33919
Phone Number: (239)334-7727 Fax: (239)334-8166
Email: luke@benfew.com

COST PROPOSAL

Per Addendum 1, Question 2:

In lieu of hourly rates, we propose our full-time services at a flat fee of $36,000 annually, inclusive of all expenses, regardless of the time involved to complete the task. This fee is payable in equal monthly installments.

We strongly recommend a set fee versus contingent pricing so that Village staff is never hesitant to contact us for fear of incurring costs. This creates an open line of communication that is paramount to objective risk management. We position ourselves as employees of our clients, so they are encouraged to contact us with any and all questions, concerns, and comments.

All fees are guaranteed for the first three-year period.

JIMMY PATRONIS
FLORIDA'S CHIEF FINANCIAL OFFICER

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Licensee Details

6/12/2018

Demographic Information

Name of Licensee: FEW III, BENJAMIN CHARLES
License #: A083449
Business Location: FORT MYERS,FLORIDA

Types and Classes of Valid Licenses

Type	Original Issue Date	Qualifying Appointment
GENERAL LINES (PROP & CAS)(0220)	4/21/1977	YES

Types and Classes of Active Appointments

UNAFFILIATED GENERAL LINES (PROP & CAS)(2920)

Company Name	Original Issue Date	Exp Date	Type	County
FEW,BENJAMIN	1/3/2017	10/31/2019	STATE	Lee

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JIMMY PATRONIS
FLORIDA'S CHIEF FINANCIAL OFFICER

Licensee Details

6/12/2018

Demographic Information

Name of Licensee: FEW IV, BENJAMIN C
License #: P152363
Business Location: FT MYERS,FLORIDA

Types and Classes of Valid Licenses

Type	Original Issue Date	Qualifying Appointment
GENERAL LINES (PROP & CAS)(0220)	6/25/2008	YES

Types and Classes of Active Appointments

UNAFFILIATED GENERAL LINES (PROP & CAS)(2920)

Company Name	Original Issue Date	Exp Date	Type	County
FEW,BENJAMIN	1/5/2017	12/31/2019	STATE	Lee

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FLORIDA'S CHIEF FINANCIAL OFFICER

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Licensee Details

6/12/2018

Demographic Information

Name of Licensee: COHEN, LINDA S
License #: A050449
Business Location: FORT MYERS,FLORIDA

Types and Classes of Valid Licenses

Type	Original Issue Date	Qualifying Appointment
GENERAL LINES (PROP & CAS)(0220)	8/17/2017	YES

Types and Classes of Active Appointments

UNAFFILIATED GENERAL LINES (PROP & CAS)(2920)

Company Name	Original Issue Date	Exp Date	Type	County
COHEN,LINDA	8/17/2017	3/31/2020	STATE	Lee

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FLORIDA'S CHIEF FINANCIAL OFFICER

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Licensee Details

6/12/2018

Demographic Information

Name of Licensee: FEW, GREGORY LUKE
License #: W080227
Business Location: FORT MYERS,FLORIDA

Types and Classes of Valid Licenses

Type	Original Issue Date	Qualifying Appointment
GENERAL LINES (PROP & CAS)(0220)	1/31/2012	YES

Types and Classes of Active Appointments

UNAFFILIATED GENERAL LINES (PROP & CAS)(2920)

Company Name	Original Issue Date	Exp Date	Type	County
FEW,GREGORY	1/3/2017	7/31/2019	STATE	Lee

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FEWBE-1 OP ID: SP

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 06/13/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Stewart & Sons Insurance, Inc.
P.O. Box 60029
Ft. Myers, FL 33906-0029
Gary Stewart (NB) #A254586

CONTACT NAME: Gary Stewart (NB) #A254586
PHONE (A/C, No, Ext): 239-936-8844 FAX (A/C, No): 239-275-4446
E-MAIL ADDRESS: info@stewartandsonsinsurance.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : West American Insurance Co.	44393
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Ben Few & Co.,Inc.
4560 Via Royale Suite #3
Ft.Myers, FL 33919

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY			BZW58513382	05/16/2018	05/16/2019	EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE [X] OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						MED EXP (Any one person)	$ 15,000
	POLICY [ ] PRO-JECT [ ] LOC						PERSONAL & ADV INJURY	$ 1,000,000
	OTHER:						GENERAL AGGREGATE	$ 2,000,000
							PRODUCTS - COMP/OP AGG	$ 2,000,000
								$
A	AUTOMOBILE LIABILITY			BZW58513382	05/16/2018	05/26/2019	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	ANY AUTO						BODILY INJURY (Per person)	$
	ALL OWNED AUTOS [ ] SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	X HIRED AUTOS [X] NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB [ ] OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB [ ] CLAIMS-MADE						AGGREGATE	$
	DED [ ] RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N						[ ] PER STATUTE [ ] OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? [ ] N / A (Mandatory in NH)						E.L. EACH ACCIDENT	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER ISLAM-1

Islamorada,Village of Islands
Village Administrative Center
3rd Floor
86800 Overseas Highway
Islamorada, FL 33036

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 01/03/2017

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IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Shapiro Insurance Group 447 Cape Coral Pkwy E Ste 103 Cape Coral FL 33904-8559	**CONTACT NAME:** Cape Coral Office **PHONE (A/C, No, Ext):** (239) 542-5300 **FAX (A/C, No):** (239) 542-0681 **E-MAIL ADDRESS:** commercial@insuresig.com
INSURED Ben Few and Company, Inc. Attn Ben Few 4560 Via Royale Suite 3 Fort Myers FL 33919-1076	**INSURER(S) AFFORDING COVERAGE** / **NAIC #** **INSURER A :** Allied Property & Casualty Insurance Company 42579 **INSURER B :** **INSURER C :** **INSURER D :** **INSURER E :** **INSURER F :**

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

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INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$
	☐ CLAIMS-MADE ☐ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$
	☐ POLICY ☐ PRO-JECT ☐ LOC						PRODUCTS - COMP/OP AGG	$
	☐ OTHER:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	☐ ANY AUTO						BODILY INJURY (Per person)	$
	☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB ☐ OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB ☐ CLAIMS-MADE						AGGREGATE	$
	☐ DED ☐ RETENTION $							$
A	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** Y / N ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		ACP WCP 5955098366	09/01/2017	09/01/2018	☒ PER STATUTE ☐ OTH-ER	
							E.L. EACH ACCIDENT	$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

ISLAMORADA VILLAGE OF ISLANDS
VILLAGE ADMINISTRATIVE CENTER, 3RD FLOOR
86800 OVERSEAS HIGHWAY
ISLAMORADA, FLORIDA 33036

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIV Joel R. Shapiro

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FLAG INSURANCE SERVICES
FLAG4U.COM
Toll Free 800-748-3524
Facsimile 954-724-7445

Please Mail To:
84 Court Street
Freehold, NJ 07728

CERTIFICATE of INSURANCE

Insured's Name and Address:	Certificate Holder's Name and Address:
Ben Few & Company Inc 4560 Via Royale, Suite 3 Fort Myers FL 33919	Islamorada, Village of Islands Village Administrative Center, 3rd Floor 86800 Overseas Highway Islamorada, Florida 33036

Policy PHSD1265639 is a Professional Liability (E&O) policy issued for one year from 9/1/2017 to 9/1/2018 by Philadelphia Indemnity Ins..

The policy has limits of $1,000,000 per claim / $1,000,000 aggregate

The deductible for the policy is $2,500

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED ABOVE HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

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SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

THIS IS A CLAIMS MADE & REPORTED POLICY

Council Communication

To: Mayor and Village Council
From: Maria Bagiotti, Founders Park Director
Date: November 7, 2023
SUBJECT: **Resolution Approving FY 2023-2024 Purchases from Commercial Energy Specialists for Aquatic Facility Supplies and Services - TAB 6**

Background:
Islamorada, Village of Islands, Florida (the "Village") operates and maintains an Olympic size competitive swimming pool with a diving well (the "Pool") and a Splash Pad at the Ron Levy Aquatic Center in Founders Park. The water chemistry of a public pool and pool facility must be maintained to the Florida Department of Health standards.

The Pulsar equipment installed in the Pool requires specific chemicals and supplies for proper care and maintenance. Commercial Energy Specialists, LLC ("CES"). is the sole source provider/distributor in the State of Florida for Pulsar equipment, parts and supplies and service (the "Purchases") and also provides training on the use of the equipment, parts and supplies. A letter from Solenis, the manufacturer of Pulsar equipment, documenting the status of CES as the sole source provider in the State of Florida is provided as Attachment A.

Analysis:
The anticipated amount of the Purchases that will be required from CES during Fiscal Year 2023-2024 is $60,000.00. Adoption of the proposed resolution would approve the Purchases in an amount not to exceed $60,000.00 and approve a waiver of competitive bidding for the Purchases.

Budget Impact:
Payments to CES are reflected in the Operating Supplies account in the Parks & Recreation Operating Budget in the General Fund. The FY 2023-2024 approved budget for Parks & Recreation Operating Supplies is $200,000.00 and includes $60,000.00 for the purchase of supplies from CES.

Staff Impact:
Parks and Recreation staff and Finance Department staff would monitor costs incurred against the total approved budget.

Recommendation:
Staff recommends that the Village Council adopt the proposed resolution, Attachment B, thereby approving Fiscal Year 2023-2024 expenditures for Purchases from CES and approving a waiver of competitive bidding.

Attachments: 1. Attachment A: CES Sole Source Letter 2023
2. Resolution-CES FY23-24 Purchases

SOLENIS
Strong bonds. Trusted solutions.

solenis.com

Attachment A

April 18, 2023

Re: Purchase of Pulsar Chlorinating Systems and Pulsar Briquettes and Services

To whom it may concern,

This is to verify that Innovative Water Care, dba Solenis LLC, is the sole source/manufacturer of Pulsar equipment, parts, supplies, service, including Pulsar Briquettes, Pulsar Chlorinating Feed Systems, Pulsar Sunscreen AND Commercial Energy Specialist, LLC are the sole source provider/distributor of Pulsar equipment, parts supplies and service in the state of Florida.

If you have any further questions regarding this matter please feel free to contact me.

Sincerely,

Ed Barney

Eastern NA Commercial Sales Manager

Solenis LLC

lbarney@solenis.com

860-559-4599

RESOLUTION NO. 23-

A RESOLUTION OF THE VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA, APPROVING FISCAL YEAR 2023-2024 EXPENDITURES FROM COMMERCIAL ENERGY SPECIALISTS, LLC. TO PROVIDE AQUATIC FACILITY SUPPLIES AND SERVICES TO THE PARKS AND RECREATION DEPARTMENT; AUTHORIZING THE VILLAGE MANAGER TO EXPEND BUDGETED FUNDS; AUTHORIZING A WAIVER OF COMPETITIVE BIDDING; AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, Islamorada, Village of Islands, Florida (the "Village") operates and maintains an Olympic size competitive swimming pool with a diving well (the "Pool") and a Splash Pad at the Ron Levy Aquatic Center in Founders Park; and

WHEREAS, the water chemistry of a public pool and pool facility must be maintained to the Florida Department of Health standards; and

WHEREAS, the Pulsar equipment installed in the Pool requires specific chemicals and supplies for proper care and maintenance; and

WHEREAS, Commercial Energy Specialists, LLC. ("CES") is the sole source provider/distributor in the State of Florida for Pulsar equipment, parts and supplies and service (the "Purchases") and also provides training on the use of the equipment, parts and supplies; and

WHEREAS, pursuant to Section 2-328(1) of the Village's Code of Ordinances concerning waiver of competitive bidding, the requirements of Section 2-327 relating to competitive bidding may be waived by the Village Council upon a documented finding that the purchase of the particular goods or services without competitive bidding is in the best interest of the Village; and

WHEREAS, the Village Council finds that approval of Fiscal Year 2023-2024 not to exceed amount of $60,000.00 for such purchases from CES and a waiver of competitive bidding is in the best interest of the Village.

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

Section 1. Recitals. The above recitals are true and correct and incorporated into this Resolution by this reference.

Section 2. Approval of Fiscal Year Expenditures. The Village Council hereby approves an amount not to exceed Sixty Thousand Dollars ($60,000.00) during Fiscal Year 2023-2024 for Purchases from the CES.

Section 3. 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 for the Purchases from CES in an amount not to exceed $60,000.00 during Fiscal Year 2023-2024.

Section 4. Approval of Waiver of Competitive Bidding. In accordance with Section 2-238(a) and (c) of the Village Code, the Village Council waives the purchasing provisions of the Village Code for the Purchases from CES without conducting a competitive bid process.

Section 5. 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 III _____
Vice Mayor Sharon Mahoney _____
Councilwoman Elizabeth Jolin _____
Councilman Mark Gregg _____
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, INTERIM VILLAGE ATTORNEY

Council Communication

To: Mayor and Village Council
From: Terry Abel, Fire Chief
Date: November 7, 2023
SUBJECT: **Resolution Approving FY 2023-2024 Purchases from Bound Tree for Emergency Medical Services Supplies - TAB 7**

Background:
The Islamorada, Village of Islands ("Village") Fire Rescue Department requires certain medical supplies and related components to provide emergency medical services ("Medical Supplies"). The Village Fire Rescue Department has historically purchased the Medical Supplies from Bound Tree Medical, LLC. ("Bound Tree") as the preferred vendor capable of providing the Medical Supplies at a competitive cost, with free shipping and fast delivery as well as experienced representatives and free in-service training for new products.

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.

The Village's Purchasing Ordinance allows for the waiver of competitive bidding by the Village Council upon a documented finding that the purchase of the particular goods or services without competitive bidding is in the best interests of the Village and by use of an existing contract with the state, a state agency, another municipality, a political subdivision or a statewide professional association when such contract was awarded by a competitive bidding process and the contract extends the prices, terms and conditions for such goods or services to the state's municipalities.

Analysis:
Seminole County, Florida, completed a competitive bidding process through its IFB-604500-23/GCM in 2023 for the purchase of Medical Supplies. Bound Tree was awarded a contract with Seminole County on April 28, 2023 for a three-year term that may be extended by two additional one-year terms. Bound Tree has agreed to extend the terms and conditions of its Seminole County Term Contract to the Village.

Adoption of the proposed resolution would authorize the expenditures from Bound Tree in an amount not to exceed $50,000.00 for Fiscal Year 2023-2024 and approve a waiver of competitive bidding for these purchases.

Budget Impact:
Payments to Bound Tree are reflected in the Operating Supplies account in the Fire Rescue Department Operating Budget in the General Fund. The FY 2023-2024 approved budget for Fire Rescue Department Operating Supplies is $307,000.00 and includes $50,000.00 for the purchase of Medical Supplies from Bound Tree.

Staff Impact:
Fire Rescue Department staff and Finance Department staff would monitor costs incurred against the total budget to ensure the expenditures do not exceed $50,000.00 during the fiscal year without approval by the Village Council.

Recommendation:
Staff recommends that the Village Council adopt the attached Resolution thereby approving FY 2023-2024 expenditures for services from Bound Tree and approving a waiver of competitive bidding.

Attachments:
1. Resolution for purchase of Medical Supplies from Bound Tree
2. Exhibit A to Resolution - Executed IFB-604500-23 Agreement

RESOLUTION NO. 23-

A RESOLUTION OF THE VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA, APPROVING FISCAL YEAR 2023-2024 EXPENDITURES THROUGH BOUND TREE MEDICAL, LLC FOR MEDICAL SUPPLIES FOR THE FIRE RESCUE DEPARTMENT; AUTHORIZING THE VILLAGE MANAGER TO EXPEND BUDGETED FUNDS; AUTHORIZING A WAIVER OF COMPETITIVE BIDDING; AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, the Islamorada, Village of Islands ("Village") Fire Rescue Department requires certain medical supplies and related components to provide emergency medical services ("Medical Supplies"); and

WHEREAS, the Village Fire Rescue Department identified Bound Tree Medical, LLC. ("Bound Tree"), as the preferred vendor capable of providing the Medical Supplies timely, at competitive prices, and providing training for new products and equipment; and

WHEREAS, pursuant to Section 2-328(a) of the Village's Code of Ordinances concerning waiver of competitive bidding, the requirements of Section 2-327 relating to competitive bidding may be waived by the Village Council upon a documented finding that the purchase of the particular goods or services without competitive bidding is in the best interest of the Village; and

WHEREAS, pursuant to Section 2-328(b) of the Village's Code of Ordinances concerning waiver of competitive bidding, the requirements of Section 2-327 relating to competitive bidding may be waived by the Village Council through use of an existing contract with the state, a state agency, another municipality, a political subdivision or a statewide professional association when such contract was awarded by a competitive bidding process and the contract extends the prices, terms and conditions for such goods or services to the state's municipalities; and

WHEREAS, following a competitive bidding process conducted by Seminole County, Florida, Bound Tree entered into an Agreement (IFB-604500-23/GCM) with Seminole County for medical supplies and related components (the "Agreement "), which is attached hereto as Exhibit "A"; and

WHEREAS, Bound Tree has agreed to extend the terms and conditions of the Agreement with Seminole County to the Village; and

WHEREAS, the Village Council finds that approval of Fiscal Year 2023-2024 not to exceed amount of $50,000.00 for Medical Supplies from Bound Tree and a waiver of competitive bidding is in the best interest of the Village.

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

Section 1. Recitals. The above recitals are true and correct and incorporated into this Resolution by this reference.

Section 2. Approval of Fiscal Year Expenditures. The Village Council hereby approves an amount not to exceed Fifty Thousand Dollars ($50,000.00) for Medical Supplies purchased from Bound Tree.

Section 3. 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 for purchases from Bound Tree Fiscal Year 2023-2024.

Section 4. Approval of Waiver of Competitive Bidding. In accordance with Section 2-238(a) and (b) of the Village Code, the Village Council waives the purchasing provisions of the Village Code to utilize the purchase of Medical Supplies from Bound Tree Medical, LLC without conducting a competitive bid process.

Section 5. **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 III	_____
Vice Mayor Sharon Mahoney	_____
Councilwoman Elizabeth Jolin	_____
Councilman Mark Gregg	_____
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, INTERIM VILLAGE ATTORNEY

EXHIBIT "A"

TERM CONTRACT FOR EMS MEDICAL SUPPLIES AND RELATED COMPONENTS (IFB-604500-23/GCM)

THIS AGREEMENT is dated as of the 28 day of April 2023, by and between **BOUND TREE MEDICAL, LLC**, duly authorized to conduct business in the State of Florida, whose address is 5000 Tuttle Crossing Boulevard, Dublin, OH 43016, in this Agreement referred to as "CONTRACTOR", and **SEMINOLE COUNTY**, a charter county and political subdivision of the State of Florida, whose address is Seminole County Services Building, 1101 E. 1st Street, Sanford, Florida 32771, in this Agreement referred to as "COUNTY".

W I T N E S S E T H:

WHEREAS, COUNTY desires to retain the services of a competent and qualified contractor to provide medical supplies and equipment to Seminole County; and

WHEREAS, COUNTY has requested and received expressions of interest for the retention of services of contractors; and

WHEREAS, CONTRACTOR is competent and qualified to provide materials to COUNTY, and desires to provide materials according to the terms and conditions stated in this Agreement,

NOW, THEREFORE, in consideration of the mutual understandings and covenants set forth in this Agreement, COUNTY and CONTRACTOR agree as follows:

Section 1. Materials. COUNTY hereby retains CONTRACTOR to provide materials as further described in the Scope of Services attached as Exhibit A and made a part of this Agreement. CONTRACTOR is also bound by all requirements as contained in the solicitation package, all addenda to this package, and CONTRACTOR's submission in response to this solicitation. Required materials will be specifically enumerated, described, and depicted in the Release Orders

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Clerk of the Circuit Court and Comptroller
Seminole County, Florida
Seminole County Clerk of the Circuit Court and Comptroller
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authorizing purchase of specific materials. This Agreement standing alone does not authorize the purchase of materials or require COUNTY to place any orders for materials.

Section 2. Term. This Agreement takes effect on the date of its execution by COUNTY and continues for a period of three (3) years. At the sole option of COUNTY, this Agreement may be renewed for two (2) successive periods not to exceed one (1) year each. Expiration of the term of this Agreement will have no effect upon Release Orders issued pursuant to this Agreement and prior to the expiration date. Obligations entered by both parties under such Release Orders will remain in effect until delivery and acceptance of the materials authorized by the respective Release Order. The first three (3) months of the initial term are considered probationary. During the probationary period, COUNTY may immediately terminate this Agreement at any time, with or without cause, upon written notice to CONTRACTOR.

Section 3. Authorization for Materials. Authorization for provision of materials by CONTRACTOR under this Agreement must be in the form of written Release Orders issued and executed by COUNTY. A sample Release Order is attached as Exhibit B. Each Release Order will describe the materials required, state the dates for delivery of materials, and establish the amount and method of payment. The Release Orders must be issued under and incorporate the terms of this Agreement. COUNTY makes no covenant or promise as to the number of available Release Orders or that CONTRACTOR will perform any Release Order for COUNTY during the life of this Agreement. COUNTY reserves the right to contract with other parties for the services contemplated by this Agreement when it is determined by COUNTY to be in the best interest of COUNTY to do so.

Section 4. Time for Completion. The materials to be provided by CONTRACTOR will be delivered, as specified in such Release Orders as may be issued under this Agreement, within the time specified in the Release Order.

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Clerk of the Circuit Court and Comptroller
Seminole County, Florida
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Section 5. Compensation. COUNTY shall compensate CONTRACTOR for the materials provided for under this Agreement on a Fixed Fee basis at the rates as outlined in Exhibit C: When a Release Order is issued on a Fixed Fee basis, then the applicable Release Order Fixed Fee amount will include any and all reimbursable expenses and will be based on the unit pricing attached to this Agreement, or as reduced in the quoting process leading to specific Release Orders.

Section 6. Payment and Billing.

(a) CONTRACTOR shall supply all materials required by the Release Order, but in no event will CONTRACTOR be paid more than the negotiated Fixed Fee amount stated within each Release Order.

(b) For Release Orders issued on a Fixed Fee basis, CONTRACTOR may invoice the amount due based on the percentage of total Release Order materials actually provided, but in no event may the invoice amount exceed a percentage of the Fixed Fee amount equal to a percentage of the total services actually completed.

(c) COUNTY shall make payments to CONTRACTOR when requested as materials are provided, but not more than once monthly. Each Release Order will be invoiced separately. At the close of each calendar month, CONTRACTOR shall render to COUNTY an itemized invoice, properly dated, describing any materials provided, the cost of the materials provided, the name and address of CONTRACTOR, Release Order Number, Contract Number, and any other information required by this Agreement.

(d) Submittal instructions for invoices are as follows:

(1) The original invoice must be emailed to:

AP@SeminoleClerk.org

(2) The original invoice may also be mailed or delivered to:

Director of County Comptroller's Office
Seminole County Board of County Commissioners

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Clerk of the Circuit Court and Comptroller
Seminole County, Florida
Seminole County Clerk of the Circuit Court and Comptroller
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P.O. Box 8080
Sanford, FL 32772-8080

(3) A copy of the invoice must be sent to:

Seminole County Fire Department
150 Eslinger Way
Sanford, FL 32773

(c) Upon review and approval of CONTRACTOR's invoice, COUNTY shall pay CONTRACTOR the approved amount in accordance with the terms as set forth in Chapter 218, Part VII, Florida Statutes.

Section 7. General Terms of Payment and Billing.

(a) Upon satisfactory delivery of materials required under this Agreement and upon acceptance of the materials by COUNTY, CONTRACTOR may invoice COUNTY for the full amount of compensation provided for under the terms of this Agreement less any amount already paid by COUNTY.

(b) COUNTY may perform or have performed an audit of the records of CONTRACTOR at any time during the term of this Agreement and after final payment to support final payment under this Agreement. Audits may be performed at a time mutually agreeable to CONTRACTOR and COUNTY. Total compensation to CONTRACTOR may be determined subsequent to an audit as provided for in this Section and the total compensation so determined will be used to calculate final payment to CONTRACTOR. Performance of this audit will not delay final payment as provided by subsection (a) of this Section.

(c) CONTRACTOR shall maintain all books, documents, papers, accounting records, and other evidence pertaining to materials provided under this Agreement in such a manner as will readily conform to the terms of this Agreement. CONTRACTOR shall make such materials available at CONTRACTOR's office at all reasonable times during the term of this Agreement

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and for five (5) years from the date of final payment under the contract for audit or inspection as provided for in subsection (b) of this Section.

(d) In the event any audit or inspection conducted after final payment but within the period provided in paragraph (c) of this Section reveals any overpayment by COUNTY under the terms of the Agreement, CONTRACTOR shall refund such overpayment to COUNTY within thirty (30) days of notice by COUNTY.

Section 8. No Waiver by Forbearance. COUNTY's review of, approval and acceptance of, or payment for the materials or services required under this Agreement does not operate as a waiver of any rights under this Agreement, or of any cause of action arising out of the performance of this Agreement. CONTRACTOR is and will always remain liable to COUNTY in accordance with applicable law for any and all damages to COUNTY caused by CONTRACTOR's negligent or wrongful provision of any of the materials or services provided under this Agreement.

Section 9. Termination.

(a) COUNTY may, by written notice to CONTRACTOR, terminate this Agreement or any Release Order issued under this Agreement, in whole or in part, at any time, either for COUNTY's convenience or because of the failure of CONTRACTOR to fulfill its obligations under this Agreement. Upon receipt of such notice, CONTRACTOR shall immediately discontinue all services affected, unless the notice directs otherwise, and deliver to COUNTY all data, drawings, specifications, reports, estimates, summaries, and any and all such other information and materials of whatever type or nature as may have been accumulated by CONTRACTOR in performing this Agreement, whether completed or in process.

(b) If the termination is for the convenience of COUNTY, CONTRACTOR will be paid compensation for services performed to the date of termination.

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(c) If the termination is due to the failure of CONTRACTOR to fulfill its obligations under this Agreement, COUNTY may take over the work and carry it to completion by other agreements or otherwise. In such case, CONTRACTOR will be liable to COUNTY for all reasonable additional costs associated with CONTRACTOR's failure to fulfill its obligations under this Agreement.

(d) CONTRACTOR will not be liable for such additional costs if the failure to perform the Agreement arises without any fault or negligence of CONTRACTOR, but CONTRACTOR will be responsible and liable for the actions by its subcontractors, agents, employees, persons, and entities of a similar type or nature. Matters beyond the fault or negligence of CONTRACTOR include acts of God or of the public enemy, acts of COUNTY in its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather, but in every case the failure to perform must be beyond the control and without any fault or negligence of CONTRACTOR.

(e) If after notice of termination for CONTRACTOR's failure to fulfill its obligations under this Agreement it is determined that CONTRACTOR had not so failed, the termination will be conclusively deemed to have been effected for the convenience of COUNTY. In such event, adjustment in the Agreement price will be made as provided in subsection (b) of this Section.

(f) The rights and remedies of COUNTY provided for in this Section are in addition and supplemental to any and all other rights and remedies provided by law or under this Agreement.

Section 10. Conflict with Contract Documents. Wherever the terms of this Agreement conflict with any Release Order issued pursuant to it or any other contract documents, including proposals submitted by CONTRACTOR, this Agreement will prevail. For the avoidance of doubt,

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Seminole County, Florida
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proposals and any other documents submitted by CONTRACTOR are not incorporated into this Agreement, unless expressly stated otherwise.

Section 11. Equal Opportunity Employment. CONTRACTOR shall not discriminate against any employee or applicant for employment for work under this Agreement because of race, color, religion, sex, age, disability, or national origin. CONTRACTOR shall take steps to ensure that applicants are employed and employees are treated during employment without regard to race, color, religion, sex, age, disability, or national origin. This provision includes, but is not limited to the following: employment, upgrading, demotion or transfer, recruitment advertising, layoff or termination, rates of pay or other forms of compensation and selection for training including apprenticeship.

Section 12. 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 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 award or making of this Agreement. For the breach or violation of this provision, COUNTY will have the right to terminate the Agreement at its sole discretion without liability and to deduct from the Agreement price or otherwise recover the full amount of such fee, commission, percentage, gift, or consideration.

Section 13. Conflict of Interest.

(a) CONTRACTOR shall not engage in any action that would create a conflict of interest in the performance of its obligations pursuant to this Agreement with COUNTY or violate or cause others to violate the provisions of Chapter 112, Part III, Florida Statutes, relating to ethics in government.

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Clerk of the Circuit Court and Comptroller
Seminole County, Florida
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(b) CONTRACTOR hereby certifies that no officer, agent, or employee of COUNTY has any material interest (as defined in Section 112.312(15), Florida Statutes, as over 5%), either directly or indirectly, in the business of CONTRACTOR to be conducted under this Agreement and that no such person will have any such interest at any time during the term of this Agreement.

Section 14. Assignment. Neither this Agreement nor any interest in it may be assigned, transferred, or otherwise encumbered under any circumstances by either party without prior written consent of the other party and in such cases only by a document of equal dignity with this Agreement.

Section 15. Subcontractors. CONTRACTOR shall first secure the prior written approval of COUNTY before engaging or contracting for the services of any subcontractors under this Agreement. CONTRACTOR will remain fully responsible to COUNTY for the services of any subcontractors under this Agreement.

Section 16. Indemnification of COUNTY. To the fullest extent permitted by law, CONTRACTOR shall hold harmless, release, and indemnify COUNTY, its commissioners, officers, employees, and agents from any and all claims, losses, damages, costs, attorney fees, and lawsuits for damages arising from, allegedly arising from, or related to CONTRACTOR's provision of materials or services under this Agreement caused by CONTRACTOR's act or omission in the performance of this Agreement.

Section 17. Insurance.

(a) General. CONTRACTOR shall procure and maintain insurance required under this Section at CONTRACTOR's own cost.

(1) CONTRACTOR shall provide COUNTY with a Certificate of Insurance on a current ACORD Form signed by an authorized representative of the insurer evidencing the insurance required by this Section (Professional Liability, Workers' Compensation/Employer's

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Liability, Commercial General Liability, and Business Auto). **The Certificate must have the Agreement number for this Agreement clearly marked on its face.** COUNTY, its officials, officers, and employees must be named additional insureds under the Commercial General Liability, Umbrella Liability and Business Auto policies. If the policy provides for a blanket additional insured coverage, CONTRACTOR shall provide a copy of the section of the policy along with the Certificate of Insurance. If the coverage does not exist, the policy must be endorsed to include the named additional insureds as described in this subsection. The Certificate of Insurance must provide that COUNTY will be provided, by policy endorsement, not less than thirty (30) days written notice prior to the cancellation or non-renewal, or by a method acceptable to COUNTY. Until such time as the insurance is no longer required to be maintained by CONTRACTOR, CONTRACTOR shall provide COUNTY with a renewal or replacement Certificate of Insurance before expiration or replacement of the insurance for which a previous Certificate of Insurance has been provided.

(2) In addition to providing the Certificate of Insurance on a current ACORD Form, upon request as required by COUNTY, CONTRACTOR shall provide COUNTY with a certified copy of each of the policies of insurance providing the coverage required by this Section within thirty (30) days after receipt of the request. Certified copies of policies may only be provided by the insurer, not the agent or broker.

(3) Neither approval by COUNTY nor failure to disapprove the insurance provided by CONTRACTOR will relieve CONTRACTOR of its full responsibility for performance of any obligation, including its indemnification of COUNTY, under this Agreement.

(b) Insurance Company Requirements. Insurance companies providing the insurance under this Agreement must meet the following requirements:

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Clerk of the Circuit Court and Comptroller
Seminole County, Florida
Seminole County Clerk of the Circuit Court and Comptroller
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(1) Companies issuing policies must be authorized to conduct business in the State of Florida and prove such authorization by maintaining Certificates of Authority or Letters of Eligibility issued to the companies by the Florida Office of Insurance Regulation. Alternatively, policies required by this Agreement for Workers' Compensation/Employer's Liability, may be those authorized as a group self-insurer by Section 624.4621, Florida Statutes.

(2) In addition, such companies must have and maintain, at a minimum, a Best's Rating of "A-" and a minimum Financial Size Category of "VII" according to A.M. Best Company.

(3) If, during the period that an insurance company is providing the insurance coverage required by this Agreement, an insurance company (i) loses its Certificate of Authority, or (ii) fails to maintain the requisite Best's Rating and Financial Size Category, the CONTRACTOR shall immediately notify COUNTY as soon as CONTRACTOR has knowledge of any such circumstance and immediately replace the insurance coverage provided by the insurance company with a different insurance company meeting the requirements of this Agreement. Until such time as CONTRACTOR has replaced the unacceptable insurer with an insurer acceptable to COUNTY, CONTRACTOR will be deemed to be in default of this Agreement.

(c) Specifications. Without limiting any of the other obligations or liability of CONTRACTOR, CONTRACTOR shall procure, maintain, and keep in force amounts and types of insurance conforming to the minimum requirements set forth in this subsection, at CONTRACTOR's sole expense. Except as otherwise specified in this Agreement, the insurance will become effective upon execution of this Agreement by CONTRACTOR and must be maintained in force until the expiration of this Agreement's term or the expiration of all Orders issued under this Agreement, whichever comes last. Failure by CONTRACTOR to maintain this required insurance coverage within the stated period will constitute a material breach of this

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Agreement, for which COUNTY may immediately terminate this Agreement. The amounts and types of insurance must conform to the following minimum requirements:

(1) Workers' Compensation/Employer's Liability.

(A) CONTRACTOR's insurance must cover it for liability that would be covered by the latest edition of the standard Workers' Compensation policy as filed for use in Florida by the National Council on Compensation Insurance without restrictive endorsements. CONTRACTOR is also responsible for procuring proper proof of coverage from its subcontractors of every tier for liability that is a result of a Workers' Compensation injury to the subcontractor's employees. The minimum required limits to be provided by both CONTRACTOR and its subcontractors are outlined in subsection (C) below. In addition to coverage for the Florida Workers' Compensation Act, where appropriate, coverage must be included for the United States Longshoremen and Harbor Worker's Compensation Act, Federal Employee's Liability Act, and any other applicable Federal or State law.

(B) Subject to the restrictions of coverage found in the standard Workers' Compensation policy, there will be no maximum limit on the amount of coverage for liability imposed by the Florida Workers' Compensation Act, the United States Longshoremen's and Harbor Worker's Compensation Act, or any other coverage customarily insured under Part One of the standard Workers' Compensation policy.

(C) The minimum amount of coverage under Part Two of the standard Workers' Compensation policy is required to be the following:

$500,000.00 (Each Accident)
$500,000.00 (Disease-Policy Limit)
$500,000.00 (Disease-Each Employee)

(2) Commercial General Liability.

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(A) CONTRACTOR's insurance must cover it for those sources of liability that would be covered by the latest edition of the standard Commercial General Liability Coverage Form (ISO Form CG 00 01), as filed for use in the State of Florida by the Insurance Services Office. Coverage must not contain any endorsements excluding or limiting Products/Completed Operations, Contractual Liability, or Separation of Insureds.

(B) CONTRACTOR shall maintain these minimum insurance limits:

General Aggregate	Two Times (2x) the Each Occurrence Limit
Personal & Advertising Injury Limit	$1,000,000.00
Each Occurrence Limit	$1,000,000.00
Pollution Liability	$1,000,000.00

(3) Professional Liability Insurance. CONTRACTOR shall carry Professional Liability Insurance with limits of not less than One Million and No/100 Dollars ($1,000,000.00).

(4) Business Auto Policy.

(A) CONTRACTOR's insurance must cover CONTRACTOR for those sources of liability which would be covered by Section II of the latest edition of the standard Business Auto Policy (ISO Form CA 00 01), as filed for use in the State of Florida by the Insurance Services Office. Coverage must include owned, non-owned, and hired autos or any auto used by CONTRACTOR. In the event CONTRACTOR does not own automobiles, CONTRACTOR shall maintain coverage for hired and non-owned auto liability for autos used by CONTRACTOR, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy. If the contract involves operations governed by Sections 29 or 30 of the Motor Carrier Act of 1980, endorsement MCS-90 is required.

(B) The minimum limits to be maintained by CONTRACTOR must be per-accident combined single limit for bodily injury liability and property damage liability.

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(C) The minimum amount of coverage under the Business Auto Policy is required to be the following:

Combined Single Limit $1,000,000.00

(d) Coverage. The insurance provided by CONTRACTOR pursuant to this Agreement must apply on a primary and non-contributory basis, and any other insurance or self-insurance maintained by COUNTY or COUNTY's officials, officers, or employees must be in excess of and not contributing to the insurance provided by or on behalf of CONTRACTOR.

(e) Occurrence Basis. The Workers' Compensation policy, the Commercial General Liability, and the Umbrella policy required by this Agreement must be provided on an occurrence rather than a claims-made basis. The Professional Liability insurance policy may be on an occurrence basis or claims-made basis. If a claims-made basis, the coverage must respond to all claims reported within three (3) years following the period for which coverage is required and which would have been covered had the coverage been on an occurrence basis.

(f) Obligations. Compliance with the foregoing insurance requirements will not relieve CONTRACTOR, its employees, or its agents of liability from any obligation under this Section or any other Section of this Agreement.

Section 18. Dispute Resolution.

(a) In the event of a dispute related to any performance or payment obligation arising under this Agreement, the parties shall exhaust COUNTY administrative dispute resolution procedures prior to filing a lawsuit or otherwise pursuing legal remedies. COUNTY administrative dispute resolution procedures for proper invoice and payment disputes are set forth in Section 22.15, "Prompt Payment Procedures," Seminole County Administrative Code. COUNTY administrative dispute resolution procedures for contract claims related to this Agreement, other

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than for proper invoice and payment disputes, are set forth in Section 3.5541, "Contract Claims," Seminole County Administrative Code.

(b) In any lawsuit or legal proceeding arising under this Agreement, CONTRACTOR hereby waives any claim or defense based on facts or evidentiary materials that were not presented for consideration in COUNTY administrative dispute resolution procedures set forth in subsection (a) above of which CONTRACTOR had knowledge and failed to present during COUNTY administrative dispute resolution procedures.

(c) In the event that COUNTY administrative dispute resolution procedures are exhausted and a lawsuit or legal proceeding is filed, the parties shall exercise best efforts to resolve disputes through voluntary mediation and to select a mutually acceptable mediator. The parties participating in the voluntary mediation shall share the costs of mediation equally.

Section 19. Representatives of COUNTY and CONTRACTOR.

(a) It is recognized that questions in the day to day conduct of performance pursuant to this Agreement may arise. Upon request by CONTRACTOR, COUNTY shall designate and advise CONTRACTOR in writing of one or more of its employees to whom to address all communications pertaining to the day to day conduct of this Agreement. The designated representative will have the authority to transmit instructions, receive information, and interpret and define COUNTY's policy and decisions pertinent to the work covered by this Agreement.

(b) At all times during the normal work week, CONTRACTOR shall designate or appoint one or more representatives who are authorized to act on behalf of CONTRACTOR and bind CONTRACTOR regarding all matters involving the conduct of the performance pursuant to this Agreement, and who will keep COUNTY continually and effectively advised of such designation.

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Section 20. All Prior Agreements Superseded. This Agreement incorporates and includes all prior negotiations, correspondence, conversations, agreements, or understandings applicable to the matters contained in this Agreement and the parties agree that there are no commitments, agreements, or understandings concerning the subject matter of this Agreement that are not contained or referred to in this document. Accordingly, it is agreed that no deviation from the terms of this Agreement may be predicated upon any prior representations or agreements, whether oral or written.

Section 21. Modifications, Amendments, or Alterations. No modification, amendment, or alteration in the terms or conditions contained in this Agreement will be effective unless contained in a written amendment executed with the same formality and of equal dignity with this Agreement.

Section 22. Independent Contractor. Nothing in this Agreement is intended or may be construed as in any manner creating or establishing a relationship of co-partners between the parties, or as constituting CONTRACTOR (including its officers, employees, and agents) as an agent, representative, or employee of COUNTY for any purpose or in any manner whatsoever. CONTRACTOR is and will remain forever an independent contractor with respect to all services performed under this Agreement.

Section 23. Employee Status. Persons employed by CONTRACTOR in the performance of services and functions pursuant to this Agreement have no claim to pension, workers' compensation, unemployment compensation, civil service, or other employee rights or privileges granted to COUNTY's officers and employees, either by operation of law or by COUNTY.

Section 24. Services Not Provided For. No claim for services provided by CONTRACTOR not specifically provided for in this Agreement will be honored by COUNTY.

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Section 25. Public Records Law.

(a) CONTRACTOR acknowledges COUNTY's obligations under Article 1, Section 24, Florida Constitution and Chapter 119, Florida Statutes, to release public records to members of the public upon request. CONTRACTOR acknowledges that COUNTY is required to comply with Article 1, Section 24, Florida Constitution and Chapter 119, Florida Statutes, in the handling of the materials created under this Agreement and this statute controls over the terms of this Agreement. Upon COUNTY's request, CONTRACTOR shall provide COUNTY with all requested public records in CONTRACTOR's possession, or shall allow COUNTY to inspect or copy the requested records within a reasonable time and at a cost that does not exceed costs as provided under Chapter 119, Florida Statutes.

(b) CONTRACTOR specifically acknowledges its obligations to comply with Section 119.0701, Florida Statutes, with regard to public records and shall perform the following:

(1) CONTRACTOR shall keep and maintain public records that ordinarily and necessarily would be required by COUNTY in order to perform the services required under this Agreement,

(2) CONTRACTOR shall provide COUNTY with access to public records on the same terms and conditions that COUNTY would provide the records and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.

(3) CONTRACTOR shall ensure public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed, except as authorized by law.

(c) Upon termination of this Agreement, CONTRACTOR shall transfer, at no cost to COUNTY, all public records in possession of CONTRACTOR, or keep and maintain public records required by COUNTY under this Agreement. If CONTRACTOR transfers all public

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records to COUNTY upon completion of this Agreement, CONTRACTOR shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If CONTRACTOR keeps and maintains the public records upon completion of this Agreement, CONTRACTOR shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to COUNTY, upon request of COUNTY, in a format that is compatible with the information technology systems of COUNTY.

(d) Failure to comply with this Section will be deemed a material breach of this Agreement for which COUNTY may terminate this Agreement immediately upon written notice to CONTRACTOR. CONTRACTOR may also be subject to statutory penalties as set forth in Section 119.10, Florida Statutes.

(e) IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONTRACTOR's DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTRACTOR MAY CONTACT THE CUSTODIAN OF PUBLIC RECORDS, THE SEMINOLE COUNTY PURCHASING AND CONTRACTS MANAGER, AT 407-665-7116, PURCH@SEMINOLECOUNTYFL.GOV, PURCHASING AND CONTRACTS DIVISION, 1301 E. SECOND STREET, SANFORD, FL 32771.

Section 26. Governing Law, Jurisdiction, and Venue. The laws of the State of Florida govern the validity, enforcement, and interpretation of this Agreement. The sole jurisdiction and venue for any legal action in connection with this Agreement will be in the courts of Seminole County, Florida.

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Section 27. Compliance with Laws and Regulations. In providing all services pursuant to this Agreement, CONTRACTOR shall abide by all statutes, ordinances, rules, and regulations pertaining to or regulating the provision of such services, including those now in effect and subsequently adopted. Any violation of these statutes, ordinances, rules, or regulations will constitute a material breach of this Agreement and will entitle COUNTY to terminate this Agreement immediately upon delivery of written notice of termination to CONTRACTOR.

Section 28. Patents and Royalties. Unless otherwise provided, CONTRACTOR is solely responsible for obtaining the right to use any patented or copyrighted materials in the performance of this Agreement. CONTRACTOR, without exception, shall indemnify and save harmless COUNTY and its employees from liability of any nature or kind, including costs and expenses for or on account of any copyrighted, patented, or unpatented invention, process, or article manufactured or supplied by CONTRACTOR. In the event of any claim against COUNTY of copyright or patent infringement, COUNTY shall promptly provide written notification to CONTRACTOR. If such a claim is made, CONTRACTOR shall use its best efforts to promptly purchase for COUNTY the legitimate version of any infringing products or services or procure a license from the patent or copyright holder at no cost to COUNTY that will allow continued use of the service or product. If none of these alternatives are reasonably available, COUNTY shall return the article on request to CONTRACTOR and receive reimbursement, if any, as may be determined by a court of competent jurisdiction.

Section 29. Notices. Whenever either party desires to give notice to the other, it must be given by written notice, sent by registered or certified United States mail, return receipt requested, addressed to the party for whom it is intended at the place last specified. The place for giving of notice will remain such until it has been changed by written notice in compliance with the

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provisions of this Section. For the present, the parties designate the following as the respective places for giving of notice:

For COUNTY:

Seminole County Fire Department
150 Eslinger Way
Sanford, FL 32773

With a copy to:

Seminole County Purchasing & Contracts Division
1301 E. Second Street
Sanford, FL 32771

For CONTRACTOR:

Bound Tree Medical, LLC
5000 Tuttle Crossing Boulevard
Dublin, Ohio 43016

Section 30. Rights At Law Retained. The rights and remedies of COUNTY provided for under this Agreement are in addition and supplemental to any other rights and remedies provided by law.

Section 31. Headings and Captions. All headings and captions contained in this Agreement are provided for convenience only, do not constitute a part of this Agreement, and may not be used to define, describe, interpret or construe any provision of this Agreement.

Section 32. E-Verify System Registration.

(a) CONTRACTOR must register with and use the E-Verify system to verify the work authorization status of all new employees prior to entering into this Agreement with COUNTY. If COUNTY provides written approval to CONTRACTOR for engaging with or contracting for the services of any subcontractors under this Agreement, CONTRACTOR must require certification from the subcontractor that at the time of certification, the subcontractor does not employ, contract,

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or subcontract with an unauthorized alien. CONTRACTOR must maintain a copy of the foregoing certification from the subcontractor for the duration of the agreement with the subcontractor.

(b) If COUNTY has a good faith belief that CONTRACTOR has knowingly violated this Section, COUNTY shall terminate this Agreement. If COUNTY terminates this Agreement with CONTRACTOR, CONTRACTOR may not be awarded a public contract for at least one (1) year after the date on which this Agreement is terminated. If COUNTY has a good faith belief that a subcontractor knowingly violated this Section, but CONTRACTOR otherwise complied with this Section, COUNTY must promptly notify CONTRACTOR and order CONTRACTOR to immediately terminate its agreement with the subcontractor.

(c) CONTRACTOR shall execute and return the Affidavit of E-Verify Requirements Compliance, attached to this Agreement as Exhibit D, to COUNTY.

IN WITNESS WHEREOF, the parties have made and executed this Agreement for the purposes stated above.

ATTEST:

Witness
Heather Legg
Print Name

Witness
Jennelle Mendenhall
Print Name

BOUND TREE MEDICAL, LLC

By: ~~JEFFREY PRESTEL~~, Corey Case
Authorized Representative

Date: 4/20/2023

[Balance of page left intentionally blank]

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SEMINOLE COUNTY, FLORIDA

Witness

Gladys Marrozas
Print Name

Witness

Maria A Green
Print Name

By: Tammy Roberts
TAMMY ROBERTS,
Procurement Administrator

Date: April 28, 2023

For the use and reliance of
Seminole County only.

Within the authority delegated by the County
Manager pursuant to Section 3.554,
Seminole County Administrative Code.

Approved as to form and
legal sufficiency.

County Attorney
GK/sfa
04/04/2023
T:\Users\Legal Secretary CSB\Purchasing 2023\IFB-604500-23 (Bound Tree Medical, LLC).docx

Attachments:
Exhibit A - Scope of Services
Exhibit B - Sample Release Order
Exhibit C - Contract Pricing
Exhibit D - Affidavit of E-Verify Requirements Compliance

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Exhibit A

Scope of Services

The Seminole County Fire Department is looking for a Vendor to provide EMS Medical Supplies and Equipment at a percentage off catalog/list pricing.

The qualified respondent shall be licensed to supply medications in the state of Florida, in accordance with Florida Statute 499.01 which states, "Any such person must comply with the licensing or permitting requirements of the jurisdiction in which the establishment is located and the federal act, and any product wholesaled into this state must comply with this part. If a person intends to import prescription drugs from a foreign country into this state, the nonresident prescription drug manufacturer must provide to the department a list identifying each prescription drug it intends to import and document approval by the United States Food and Drug Administration for such importation".

The Vendor must notify the EMS Fire Office of any published cost price changes prior to the order being placed. Including a copy of the updated published cost price list.

Include any categories and or manufactures excluded from this discount.

Provide any other additional discounts or offers provided.

Prices shall include all costs, including but not limited to General Administrative, overhead, fringe and benefits, transportation, and profit.

All merchandise shall have a minimum expiration date of twelve (12) months from the date of shipment and the date must be displayed on the packages.

Shipping labels shall be attached to each carton and shall contain the following information: delivery order number, quantity contained in each package and the total number of items being delivered.

The County does not guarantee a minimum total purchase.

The County's EMS Supplies Vendor must have the capability to complete orders, receive supplies and inventory, via UCAP devices integrated thru Operative IQ and IQ Tech.

The inventory system must include licenses to track inventory and assets at all Seminole County fire stations. The web-based inventory management system will also track preventative maintenance data for all assets. The inventory solution shall be included at no additional cost to the County and should be hosted by the vendor and accessible by the County through the internet. The system should be web based, manage inventory and assets, manage preventative maintenance data, manage multiple facility locations for ordering, manage inventory at the truck level as well as the supply room level, provide multi-level reporting, password protected, barcode process enabled, provide multi-level authorization of orders, and have an auto-replenishment feature that can be turned on or off. The system must be in a hosted environment by the vendor. No onsite computer servers or IT support will be provided. Data Back-Ups shall be provided by the vendor however, in the event that the awarded respondent should lose the contract in the future, the County reserves the right to retain any and all data placed into the system prior to and up to contract termination.

The UCAP devices shall check multiple forms of ID and will prompt for station or dispatch specific data. All withdrawals are cataloged, time stamped and regulated by tech clearance/training level. The UCAP aggregates all dispensing history and alerts for low stock position, expiring product and creates a pick list for restocking. It will generate individual call reports based on products restocked. This information can be printed or exported to the County Accounts Payable/Receivable Software.

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EXHIBIT B - SAMPLE

ORDER NUMBER: 48148

FLORIDA SALES: 85-8013708974C-0
FEDERAL SALES/USE: 59-6000856

Board of County Commissioners
RELEASE ORDER

SEMINOLE COUNTY
FLORIDA'S NATURAL CHOICE

ALL PACKING SLIPS INVOICES AND CORRESPONDENCE MUST REFER TO THIS ORDER NUMBER

ORDER DATE	01/14/2021
REQUISITION	63930 - OR
REQUESTOR	
VENDOR #	409286
ANALYST	

SHIP TO	

VENDOR	

SUBMIT ALL INVOICES TO:
AP@seminoleclerk.org
Seminole Count Clerk & Comptroller
POST OFFICE BOX 8080
SANFORD, FL 32772
Accts. Payable Inquiries - Phone (407) 665 7656

ORDER INQUIRIES	

ITEM #	QTY	UNIT	ITEM DESCRIPTION	UNIT PRICE	EXTENDED PRICE
1.00		EA		0.00	

THIS ORDER IS SUBJECT TO THE TERMS & CONDITIONS ON THE REVERSE SIDE OF THIS ORDER.		TOTAL AMOUNT	00.00

PURCHASING AND CONTRACT DIVISION
1301 EAST SECOND STREET
SANFORD FLORIDA 32771
PHONE (407) 665-7116 / FAX (407) 665-7956

AUTHORIZED SIGNATURE FOR THE SEMINOLE COUNTY BOARD OF COUNTY COMMISSIONERS

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Clerk of the Circuit Court and Comptroller
Seminole County, Florida

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Terms and Conditions

1. Acceptance/Entire Agreement. This Purchase Order ("PO") is entered into between Seminole County, Florida ("County") and the Supplier referenced herein (individually, referred to as "Party," and collectively, "Parties"). By accepting this PO, Supplier accepts all Terms and Conditions contained herein. This PO, including specifications and drawings, if any, and referenced documents, such as solicitations and responses constitutes the entire agreement between the Parties. Whenever terms and conditions of Main Agreement, if any, conflict with any PO issued pursuant to Main Agreement, Main Agreement will control.

2. Inspection. Notwithstanding any prior payment or inspection, all goods/services are subject to inspection/rejection by County at any time, including during manufacture, construction or preparation. To the extent a PO requires a series of performances by Supplier, County reserves right to cancel remainder of PO if goods/services provided during the term of PO are non-conforming or otherwise rejected. Without limiting any rights County may have, County, at its sole option, may require Supplier, at Supplier's expense to: (a) promptly repair or replace any or all rejected goods, or to cure or re-perform any or all rejected services; or (b) refund price of any or all rejected goods or services. All rejected goods will be held for Supplier's prompt inspection at Supplier's risk. Nothing contained in PO will relieve Supplier's obligation of testing, inspection and quality control.

3. Packing & Shipping. Unless otherwise specified, all goods must be packed, packaged, marked and prepared for shipment in a manner that is: (a) in accordance with good commercial practice; (b) acceptable to common carriers for shipment at the lowest rate for the particular good; (c) in accordance with local, state, and federal regulations; and (d) protected against weather. Supplier must mark all containers with necessary lifting, handling, shipping information, PO number, date of shipment and the name of the consignee and consignor. An itemized packing sheet must accompany each shipment.

4. Delivery; Risk of Loss. All goods are FOB destination, and risk of loss will remain with Supplier until delivery by Supplier and acceptance by County. Goods delivered by Supplier that are damaged, defective, or otherwise fail to conform to PO may be rejected by County or held by County at Supplier's risk and expense. County may charge Supplier for cost(s) to inspect, unpack, repack, store and re-ship rejected goods.

5. Delivery of Excess Quantities. If Supplier delivers excess quantities of goods without prior written authorization from County, excess quantities of goods may be returned to Supplier at Supplier's expense.

6. Time is of the Essence. Time is of the essence for delivery of goods /services under PO. Failure to meet delivery schedules or deliver within a reasonable time, as determined by County, entitles County to seek all remedies available at law or in equity. County reserves right to cancel any PO and procure goods/services elsewhere if delivery is not timely. Supplier agrees to reimburse County for all costs incurred in enforcing its rights. Failure of County to cancel PO, acceptance, or payment will not be deemed a waiver of County's right to cancel remainder of PO. Delivery date or time in PO may be extended if Supplier provides a written request in advance of originally scheduled delivery date and time and County agrees to delayed delivery in writing prior to originally scheduled delivery date and time.

7. Warranties. Supplier warrants to County that all goods/services covered by PO conform strictly to specifications, drawings or samples specified or furnished by County, and are free from: (a) defects in title; and (b) latent or patent defects in material or workmanship. If no quality is specified by County, Supplier warrants to County that goods/services are of the best grade of their respective kinds, meet or exceed applicable standards for industry represented, are merchantable (as to goods) and are fit for County's particular purpose. Supplier warrants that at the time County accepts the goods/services, the goods/services will have been produced, sold, delivered and furnished in strict compliance with all applicable federal and state laws, regulations, ordinances, rules, labor agreements and working conditions to which goods/services are subject. Supplier warrants the title to goods furnished under PO is valid, transfer of such title to County is rightful and goods are free of any claims or liens of any nature whatsoever, whether rightful or otherwise, of any person, corporation, partnership or association. All applicable manufacturers' warranties must be furnished to County at time of delivery of goods or completion of service. All warranties are cumulative and are in addition to any other express or implied warranties provided by law.

8. Indemnification. To the fullest extent permitted by law, Supplier assumes any and all liability for damages, breach of PO, loss or injury of any kind or nature whatsoever to persons or property caused by, resulting from or related to the goods/services provided under PO. To the fullest extent permitted by law, Supplier shall indemnify and hold harmless County, its commissioners, officers, employees and agents from and against any and all claims, damages, demands, lawsuits, losses, costs and expenses, including attorneys' fees, patent, copyright or trademark infringement, judgments, decrees of whatsoever nature which County may incur as a result of claims, demands, lawsuits or causes of action of any kind or nature arising from, caused by or related to goods/services furnished by Supplier, its officers, employees, agents, partners, principals or subcontractors. Remedies afforded to County by this section are cumulative with and in no way affect any other legal remedy County may have under PO or at law. Supplier's obligations under PO must not be limited by any insurance coverage or by any provision in or exclusion or omission from any policy of insurance.

9. Insurance. Supplier, at its sole expense, shall maintain insurance coverage acceptable to County. All policies must name County as an additional insured. All Insurance Certificates must be provided to the Purchasing and Contracts Division within ten (10) days of request. Supplier shall notify County, in writing, of any cancellation, material change, or alteration to Supplier's Certificate of Insurance.

10. Modifications. PO may be modified or rescinded in writing by County.

11. Material Safety Data Sheets. At time of delivery, Supplier agrees to provide County with a current Material Safety Data Sheet for any hazardous chemicals or toxic substances, as required by law.

12. Pricing. Supplier agrees that pricing included on PO shall remain firm through and until delivery of goods and/or completion of services, unless otherwise agreed to by the Parties in writing.

13. Invoicing & Payment. After delivery of goods/services by Supplier and acceptance by the County, the Supplier must electronically submit an original invoice via email to AP@seminoleclerk.org or may mail the invoice, if electronic invoice is not available, to: Seminole County Clerk of the Circuit Court and Comptroller, P.O. Box 8080, Sanford, Florida 32772. Invoices must be billed at pricing stipulated on PO and must include the County's Purchase Order Number. Thereafter, all payments and interest on any late payments will be paid in compliance with Florida Prompt Payment Act, §218. 70, Florida Statutes.

14. Taxes. County is exempt from Florida sales tax, federal taxes on transportation charges and any federal excise tax. County will not reimburse Supplier for taxes paid.

15. Termination. County may terminate PO, in whole or in part, at any time, either for County's convenience or because of Supplier's failure to fulfill its obligations under PO, by written notice to Supplier. Upon receipt of written notice, Supplier must discontinue all deliveries affected unless written notice directs otherwise. In the event of termination, County will be liable only for materials procured, work completed or services rendered or supplies partially fabricated, within the authorization of PO. In no event will County be liable for incidental or consequential damages by reason of such termination.

16. Equal Opportunity Employer. County is an Equal Employment Opportunity ("EEO") employer, and as such, requires all Suppliers to comply with EEO regulations with regards to race, color, religion, sex, national origin, age, disability or genetic information, as may be applicable to Supplier. Any subcontracts entered into, as authorized by County, must make reference to this clause with the same degree of application being encouraged.

17. Assignment. Supplier may not assign, transfer, or subcontract PO or any right or obligation under it without County's written consent. Any purported assignment, transfer, or subcontract will be null and void.

18. Venue & Applicable Law. The laws of the State of Florida govern validity, enforcement, and interpretation of PO. The sole jurisdiction and venue for any legal action in connection with PO will be in the courts of Seminole County, Florida.

19. Fiscal Non-Funding. In the event sufficient budgeted funds are not available for payment to Supplier for a new fiscal period, County shall notify Supplier of such occurrence and PO will terminate on the last day of the current fiscal period without penalty or expense to County.

20. Public Records. Supplier acknowledges that PO and any related financial records, audits, reports, plans, correspondence and other documents may be subject to disclosure to members of the public pursuant to Chapter 119, Florida Statutes. Supplier shall maintain all public records and, upon request, provide a copy of requested records or allow records to be inspected within a reasonable time. Supplier shall also ensure that any public records that are exempt or confidential from disclosure are not disclosed except as authorized by law. In event Supplier fails to abide by provisions of Chapter 119, Florida Statutes, County may, without prejudice to any other right or remedy and after giving Supplier seven (7) days written notice, during which period Supplier still fails to allow access to such documents, terminate PO. **IF SUPPLIER HAS QUESTIONS REGARDING APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO SUPPLIER' S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO PO, CONTACT CUSTODIAN OF PUBLIC RECORDS AT: 407-665-7116, PURCH@SEMINOLECOUNTYFL.GOV, PURCHASING AND CONTRACTS DIVISION, 1301 E. SECOND STREET, SANFORD, FL 32771.**

21. Right to Audit Records. County will be entitled to audit the books and records of Supplier to the extent that the books and records relate to this PO. Supplier must maintain books and records relating to this PO for a period of three (3) years from the date of final payment under the PO, unless the County authorizes otherwise in writing.

22. Severability. If any section, sentence, clause, phrase or portion of PO are, for any reason, held invalid or unconstitutional by any court of competent jurisdiction, such portion will be deemed separate, distinct, and independent and such holding will not affect validity of remaining portion of PO.

23. Headings & Captions. All headings and captions contained in PO are provided for convenience only, do not constitute a part of PO, and may not be used to define, describe, interpret or construe any provision of PO.

Rev. 10/2021

Certified Copy - Grant Maloy
Clerk of the Circuit Court and Comptroller
Seminole County, Florida

Seminole County Clerk of the Circuit Court and Comptroller
eCertified at 05/03/2023 10:57:57 -04:00
eCertified Id: 8DCB-5BEC-54EC

PROPOSAL DOCUMENT REPORT
IFB No. IFB-604500-23/GCM
Purchase of EMS Supplies and Related Components

EXHIBIT C

Line Item	Description	Unit of Measure	Percentage
1	Percentage off Medical Supplies	1	35%
2	Percentage off Medical Equipment	1	35%
3	Any additional discounts offered by your Company. Please include any other discounts, benefits to the County in your solicitation as a separate attachment	1	40%

Certified Copy - Grant Maloy
Clerk of the Circuit Court and Comptroller
Seminole County, Florida
Seminole County Clerk of the Circuit Court and Comptroller
eCertified at 05/03/2023 10:57:57 -04:00
eCertified Id: 8DCB-5BEC-54EC
Page 25 of 27

Exhibit D

Agreement Name: Purchase of EMS Supplies and Related Components

Agreement Number: IFB-604500-23/GCM

AFFIDAVIT OF E-VERIFY REQUIREMENTS COMPLIANCE

The CONSULTANT/CONTRACTOR agrees to comply with section 448.095, Florida Statutes, and to incorporate in all subcontracts the obligation to comply with section 448.095, Florida Statutes.

1. The CONSULTANT/CONTRACTOR shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the CONSULTANT during the term of the Agreement and shall expressly require any subcontractors performing work or providing services pursuant to the Agreement to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the Agreement term.

2. That the CONSULTANT/CONTRACTOR understands and agrees that its failure to comply with the verification requirements of Section 448.095, Florida Statutes or its failure to ensure that all employees and subcontractors performing work under Agreement Number IFB-604500-23/GCM are legally authorized to work in the United States and the State of Florida, constitutes a breach of this Agreement for which Seminole County may immediately terminate the Agreement without notice and without penalty. The CONSULTANT/CONTRACTOR further understands and agrees that in the event of such termination, the CONSULTANT/CONTRACTOR shall be liable to the county for any costs incurred by the County as a result of the CONSULTANT'S/CONTRACTOR'S breach. DATED this 20 day of April, 20 23.

Bound Tree Medical, LLC
Consultant Name

By:
Print/Type Name: Corey Case
Title: Senior Vice President of Marketing

STATE OF Ohio

COUNTY OF Franklin

Sworn to (or affirmed) and subscribed before me by means of ☐ physical presence OR ☐ online notarization, this 20th day of April, 2023, by Corey Case (Full Name of Affiant).

KRYSTA K MARTIN
Notary Public, State of Ohio
My Comm. Expires 8 Nov 23

Print/Type Name: Krysta K Martin
Notary Public in and for the County and State Aforementioned
My commission expires: 8 Nov 2023

E-Verify Affidavit
Revised 5/19/2021

Certified Copy - Grant Maloy
Clerk of the Circuit Court and Comptroller
Seminole County, Florida

Seminole County Clerk of the Circuit Court and Comptroller
eCertified at 05/03/2023 10:57:57 -04:00
eCertified Id: 8DCB-5BEC-54EC

BOUND TREE MEDICAL, LLC

OFFICER'S CERTIFICATE

October 21, 2021

The undersigned, as Secretary of Bound Tree Medical, LLC, an Ohio limited liability company (the "Company") does hereby certify as follows:

(a) Corey Case, Senior Vice President for Company, has the authority to sign customer contracts and otherwise bind the Company where the anticipated annual revenue associated with such contract does not exceed an amount of $1M.

IN WITNESS WHEREOF, the undersigned has executed this certificate as of the date set forth above.

Darrell A. Hughes, Secretary

Certified Copy - Grant Maloy
Clerk of the Circuit Court and Comptroller
Seminole County, Florida

Seminole County Clerk of the Circuit Court and Comptroller
eCertified at 05/03/2023 10:57:57 -04:00
eCertified Id: 8DCB-5BEC-54EC
Page 27 of 27

Council Communication

To: Mayor and Village Council
From: Terry Abel, Fire Chief
Date: November 7, 2023
SUBJECT: **Resolution Approving FY 2023-2024 Expenditures through an Agreement with Professional Emergency Services, Inc. to Provide Medical Director Services and a First Amendment to the Agreement to Provide Updated Terms - TAB 8**

Background:
Islamorada, Village of Islands (the "Village"), provides Emergency Medical Services (“EMS”) to its citizens, tourists and the general public, in accordance with Chapter 401, Florida Statutes. Pursuant to Chapter 64J-1.004 of the Florida Administrative Code, each advanced life support, basic life support or air ambulance provider shall employ a Medical Director, either directly or as an independent contractor, who meets certain qualifications to perform the duties and responsibilities described therein. The Medical Director must supervise and assume direct responsibility for the medical performance of the Emergency Medical Technicians ("EMTs") and Paramedics operating within the EMS system. The Medical Director also must approve all Medical Protocols and Trauma Transport Protocols for the employing agency in accordance with Florida Statutes.

Historically, the Village has opted to contract with an independent licensed physician to serve as the Village's Medical Director. Currently, the Village has an Agreement for Medical Director Services with Professional Emergency Services, Inc. (the "Agreement"), with services being provided by Dr. Sandra Schwemmer.

On August 7, 2020, in advance of the expiration of its Agreement for Medical Director Services, Islamorada, Village of Islands (the “Village”) issued a Request for Proposals (“RFP”) for EMS MEDICAL DIRECTOR, (RFP 20-09). The three (3) proposals received in response to RFP 20-09 were reviewed and evaluated by an appointed committee of Village staff members. On September 17, 2020, the Village Council adopted Resolution No. 20-09-87, thereby approving the recommendation of the RFP 20-09 evaluation committee, the selection of Professional Emergency Services, Inc. (“PES”) to provide Medical Director Services and authorizing the Village Manager and Village Attorney to negotiate and enter into an agreement with PES for Medical Director Services.

In order to provide for standard terms that are in our agreements required by Florida Statutes, we propose a First Amendment to the Agreement with PES.

Analysis:
The Agreement with PES to provide Medical Director Services (the “Services”) is for the term of October 1, 2020 through September 30, 2025 with the option to renew for two (2) additional

two-year terms. The Agreement provides for compensation for the Services to paid in equal monthly installments and provides for an increase of 5% each year. The FY 23-24 annual compensation is $63,206.40 paid in monthly installments of $5,267.20.

PES is Islamorada Fire Rescue's (IFR) long standing Medical Director. Dr. Schwemmer is extremely knowledgeable, highly competent, easy to make contact with and communicate openly with, makes sound reliable decisions pertinent to the medical treatment and protocols for IFR and with proper effective training implements some of the most proactive protocols to give everyone receiving care through IFR the most up to date procedures, medications and treatments. Working across the State with other doctors, colleges and hospitals, the circle of trust and friendship allows her reach to expand well outside of our community as well as many resources throughout the State to help the Village because of her relationships.

Budget Impact:
Payments to PES are reflected in the Professional Services account in the Fire Rescue Department Professional Services Budget in the General Fund. The FY 2023-2024 approved budget for Fire Rescue Professional Services is $93,500.00 and includes $65,000.00 for the services of PES.

Staff Impact:
Fire Rescue Department staff would continue to benefit from the services of PES and the Village would remain compliant with Florida Statutes and the Florida Administrative Code.

Recommendation:
Staff recommends that the Village Council adopt the attached Resolution, thereby approving a First Amendment to the Agreement and FY 2023-2024 expenditures for Medical Director Services from Professional Emergency Services, Inc.

Attachments: 1. Resolution - PES FY23-24 Expenditures PES and Amendment with exhibits

RESOLUTION NO. 23-

A RESOLUTION OF THE VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA, APPROVING FISCAL YEAR 2023-2024 EXPENDITURES THROUGH AN AGREEMENT BETWEEN PROFESSIONAL EMERGENCY SERVICES, INC., AND ISLAMORADA, VILLAGE OF ISLANDS, TO PROVIDE EMERGENCY MEDICAL SERVICES; APPROVING A FIRST AMENDMENT TO THE AGREEMENT TO PROVIDE FOR UPDATED PROVISIONS; AUTHORIZING THE VILLAGE MANAGER TO EXPEND BUDGETED FUNDS; AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, Islamorada, Village of Islands (the "Village") provides Emergency Medical Services ("EMS") to its citizens, tourists and the general public, in accordance with Chapter 401, Florida Statutes; and

WHEREAS, pursuant to Chapter 64J-1.004 of the Florida Administrative Code, each advanced life support, basic life support or air ambulance provider shall employ a Medical Director, either directly or as an independent contractor, who meets certain qualifications to perform the duties and responsibilities described therein; and

WHEREAS, the Village prepared and advertised a Request for Proposals ("RFP") for insurance and risk management services, (RFP-20-09); and

WHEREAS, the Village Council of Islamorada, Village of Islands (the "Village Council") adopted Resolution No. 20-09-08, thereby approving the recommendation of the RFP 20-09 evaluation committee and the selection of the selection of Professional Emergency Services, Inc. ("PES") to provide Medical Director Services and authorizing the Village Manager and Village Attorney to negotiate and enter into an agreement with PES for Medical Director Services; and

WHEREAS, the Village entered into an Agreement with PES with a term effective October 1, 2020 through September 30, 2025 with the option to renew for two (2) additional two-year terms and compensation for the Services to paid in equal monthly installments with an increase of 5% each year; and

WHEREAS, the Village desires to incorporate certain updated and new provisions to the Agreement through a First Amendment to the Agreement (the "First Amendment"); and

WHEREAS, the Village desires to continue the Services through the Agreement as amended by the First Amendment during FY 2023-2024 for an amount not to exceed Sixty Three Thousand Two Hundred and Six Dollars and 40/100 ($63,206.40); and

WHEREAS, the Village desires to incorporate certain updated and new provisions to the Agreement through a First Amendment to the Agreement (the "First Amendment"); and

WHEREAS, the Village desires to continue Medical Director Services through the Agreement as amended by the First Amendment during FY 2023-2024 for an amount not to exceed Sixty Three Thousand Two Hundred and Six Dollars and 40/100 ($63,206.40); and

WHEREAS, the Village Council finds that approval of the First Amendment to the Agreement and approval of FY 2023-2024 expenditures for PES to provide Medical Director Services is in the best interest of the Village.

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

Section 1. Recitals. The above recitals are true and correct and incorporated into this Resolution by this reference.

Section 2. Approval and Execution of First Amendment. The Village Council hereby approves the form of the First Amendment attached hereto as Exhibit "A." The Village Manager is authorized to execute the First Amendment in the form attached hereto as Exhibit "A," subject to the approval as to form and legality by the Village Attorney and on behalf of the Village, to execute any other required agreements and/or documents to implement the terms and conditions of the First Amendment.

Section 3. Approval of Fiscal Year Expenditures. The Village Council hereby approves FY 2023-2024 expenditures from Ben Few to provide insurance and risk management services at an amount not to exceed Sixty Three Thousand Two Hundred and Six Dollars and 40/100 ($63,206.40).

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 for the Services.

Section 5. 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 III _____
Vice Mayor Sharon Mahoney _____
Councilwoman Elizabeth Jolin _____
Councilman Mark Gregg _____
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, INTERIM VILLAGE ATTORNEY

Exhibit "A"

FIRST AMENDMENT TO AGREEMENT
FOR MEDICAL DIRECTOR SERVICES

THIS IS A FIRST AMENDMENT TO AGREEMENT FOR MEDICAL DIRECTOR SERVICES, dated the 30th day of September, 2020, (the "Agreement") between:
ISLAMORADA, VILLAGE OF ISLANDS
a Florida municipal corporation, hereinafter "VILLAGE,"

and

PROFESSIONAL EMERGENCY SERVICES, INC.,
a for profit corporation, 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, as a provider of Emergency Medical Services to its citizens is required by Chapter 401, Florida Statutes, to contract with a licensed physician to serve as the VILLAGE'S "MEDICAL DIRECTOR", also referred to as the "FIRE DEPARTMENT PHYSICIAN."

1.2 On September 17, 2020, the VILLAGE accepted the proposal from CONSULTANT and authorized the proper VILLAGE officials to enter into the Agreement with CONSULTANT to render the services more particularly described in the Agreement, which is attached hereto as Exhibit "A" and incorporated herein.

1.3 Since the date of the Agreement, there have been changes to the requirements for contracts with municipalities that necessitates this First Amendment to the Agreement.

ARTICLE 2
AMENDMENTS

2.1 A new Section 8.6 of the Agreement is hereby included to read as follows:

8.6 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:

(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.

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.

2.2 A new Section 8.7 is hereby added to the Agreement to read as follows:

8.7 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.

2.3 A new Section 8.8 of the Agreement is hereby added to read as follows:

8.8 Scrutinized Companies.

(a) 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.

(b) 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.

(c) CONTRACTOR agrees to observe the above requirements for applicable subcontracts entered into for the performance of work under this Agreement.

(d) 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.

ARTICLE 3
MISCELLANEOUS

3.01 Severability. If any provision of this First Amendment or application thereof to any person or situation shall, to any extent, be held invalid or unenforceable, the remainder of this First Amendment, 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.

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

3.03 Entire Agreement. Except to the extent amended by this First Amendment, the Agreement together with Contract Documents, attached as an Exhibit thereto, as amended therein represents the entire and integrated agreement between the VILLAGE and the CONTRACTOR and supersedes all prior negotiations, representations or agreements, either written or oral.

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 _____, duly authorized officer to execute same dated as of ____, November, 2023.

VILLAGE

ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA

By:_____
Edward Koconis, Interim Village Manager

AUTHENTICATION:

_____
Marne McGrath, Village Clerk

(SEAL)

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

_____
John J. Quick, Interim Village Attorney

CONTRACTOR

WITNESSES:

_____ BY:_____

_____

ATTEST:

_____
SECRETARY

STATE OF _____)

COUNTY OF _____)

BEFORE ME, an officer duly authorized by law to administer oaths and take acknowledgments, personally appeared _____ as _____, 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 ___ day of _____, 2023.

_____
NOTARY PUBLIC

My Commission Expires:

AGREEMENT BETWEEN

ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA

AND

PROFESSIONAL EMERGENCY SERVICES, INC.

FOR MEDICAL DIRECTOR SERVICES

This Agreement is between Islamorada, Village of Islands, Florida, a municipal corporation organized and existing under the laws of the State of Florida, its successors and assigns, hereinafter referred to as the "VILLAGE"

AND

Professional Emergency Services, Inc. (hereinafter referred to as the "CONSULTANT"), whose principal place of business is 10 High Point Road, Tavernier, FL 33070 and who is represented by Dr. Sandra Schwemmer.

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.

WHEREAS, the VILLAGE, as a provider of Emergency Medical Services to its citizens, is required by Chapter 401, Florida Statutes, to contract with a licensed physician to serve as the VILLAGE'S "MEDICAL DIRECTOR", also referred to as the "FIRE DEPARTMENT PHYSICIAN"; and

WHEREAS, the VILLAGE prepared and advertised a Request for Proposals ("RFP 20-09") for EMS Medical Director Services, a copy of which is attached hereto and incorporated herein by reference; and

WHEREAS, the CONSULTANT meets the qualifications necessary to provide Medical Director services to the VILLAGE and the VILLAGE desires to utilize the services of the CONSULTANT; and

WHEREAS, on September 17, 2020, the VILLAGE accepted the proposal from CONSULTANT and authorized the proper VILLAGE officials to enter into an agreement with CONSULTANT to render the services more particularly described herein below.

NOW, THEREFORE, in consideration of the mutual terms and conditions, promises, covenants and payments set forth below, the VILLAGE and the CONSULTANT agree as follows:

ARTICLE I

SCOPE OF SERVICES

1.1 Under the direction of the Fire Chief, and as defined in Florida Administrative Code. Chapter 64E-2.004, Medical Direction, the CONSULTANT shall perform the services of Medical Director for the VILLAGE'S Fire Rescue/Emergency Medical Services Department as more particularly set forth herein.

1.1.1 Under the direction of the Fire Chief, advise, consult, train, and counsel the Village's emergency medical services system, overseeing appropriate quality assurance, but not including administration and managerial functions.

1.1.2 Develop medically correct standing orders or protocols that permit specified ALS and BLS procedures when communication cannot be established with a supervising physician or when any delay in patient care would potentially threaten the life or health of the patient.

1.1.3 Issue standing orders and protocols to the VILLAGE to ensure that the VILLAGE transports each of its patients to facilities that offer a type and level of care appropriate to the patient's medical condition if available within the service region.

1.1.4 Assist and advise in the development of a comprehensive plan for prompt medical review of all possible infectious exposures reported by Village of Islamorada EMS and firefighter personnel and for post-exposure medical follow-up when indicated, in compliance with State and Federal requirements. Assist in the training of the individual EMS and firefighters regarding the exposure policy. The Medical Director or designee shall be available for consultations with field personnel to determine the significance of any bodily fluid exposure and to suggest appropriate action for such an exposure.

1.1.5 Provide continuous 24-hour-per-day, 7-day-per-week medical direction, which shall include in addition to the development of protocols and standing orders, direction to VILLAGE personnel as to availability of medical direction "off-line" service to resolve problems, system conflicts, and provide services in an emergency as that term is defined by section 252.34(3) Florida Statutes.

1.1.6 Develop and implement a patient care quality assurance system to assess the medical performance of Paramedics and Emergency Medical Technicians ("EMTs").

1.1.7 Audit the performance of system personnel by use of a quality assurance program to include but not be limited to, a prompt review of run reports, direct observation, and comparison of performance standards for drugs, equipment, system protocols and procedures.

1.1.8 Participate as appropriate in any other quality assurance program developed by the Department.

1.1.9 Possess a DEA registration, to provide controlled substances to the VILLAGE. DEA registration shall include the address at which controlled substances are stored. Proof of

such registration shall be maintained on file with the VILLAGE and shall be readily available for inspection. The Village will forward all renewal documents as received to Medical Director to assure continuous registration and will reimburse Medical Director for cost of such registration.

1.1.10 Ensure and certify that security procedures for medications, fluids and controlled substances are in compliance with Chapters 499 and 893, Florida Statues, and Chapter 64F-12, Florida Administrative Code.

1.1.11 Assist and coordinate with the Fire Chief written operating procedures creating, authorizing and confirming adherence to rules and regulations regarding all aspects of the handling of medications, fluids and controlled substances by the VILLAGE.

1.1.12 Notify the Department of Health in writing, when applicable, of each substitution by the VILLAGE of equipment or medication.

1.1.13 Assume direct responsibility for the use by an EMT of an automatic or semiautomatic defibrillator, the performance of esophageal intubation by an EMT; and on routine inter-facility transports, the monitoring and maintenance of non-medicated IV's by an EMT. The Medical Director shall ensure that the EMT is trained to perform these procedures, shall establish written protocols for the performance of these procedures; and shall provide written evidence to the Department documenting compliance with provisions of this paragraph.

1.1.14 Review and approve a 30-hour EMT refresher course.

1.1.15 Complete a minimum of ten (10) hours per year of continuing medical education related to prehospital care or teaching or a combination of both.

1.1.16 Coordinate, approximately four (4) hours per month of in-service education to include classroom teaching and review of EMT and Paramedic performance.

ARTICLE 2

METHOD OF PAYMENT

2.1 The VILLAGE agrees to pay the CONSULTANT as full compensation for the services described in Article I a fee of $54,600.00 to be paid to the CONSULTANT in twelve equal monthly installments of $4,550.00. The CONSULTANT shall be entitled to a fee increase of five percent (5%) upon renewal of this Agreement and subsequent renewal hereunder if the Agreement is renewed pursuant Article 6. This fee includes all costs and expenses of CONSULTANT.

2.2 The VILLAGE agrees that it will use its best efforts to pay the CONSULTANT within thirty (30) calendar days following the month in which the CONSULTANT'S services are rendered.

ARTICLE 3

DEFINITIONS

3.1 "Department" means the Department of Health and Rehabilitative Services.

3.2 "Emergency medical technician" or "EMT" means a person who is certified by the department to perform basic life support.

3.3 "Medical direction" means direct supervision by a physician through a two-way voice communication or, when such voice communication is unavailable, through established standing orders, pursuant to rules of the department.

3.4 "Medical Director" means a physician who is employed or contracted by a licensee and who provides medical supervision, including appropriate quality assurance but not including administrative and managerial functions, for daily operations and training.

3.5 "Paramedic" means a person who is certified by the Department to perform basic and advanced life support.

3.6 "Physician" means a practitioner who is licensed under the provisions of Chapter 458 or Chapter 459, Florida Statutes.

3.7 "Fire Department Physician" means a licensed doctor of medicine or osteopathy who has been designated by the fire department to provide professional expert in the areas of occupational safety and health as they relate to emergency services.

3.8 "Fire Chief" means the highest ranking officer in charge of fire rescue services.

ARTICLE 4

CONSULTANT OBLIGATIONS

4.1 In accordance with Section 401.265, Florida Statutes, and Rule 64E-2.004, Florida Administrative Code, the Medical Director shall possess and maintain through the term of this Agreement a Florida license to practice medicine and shall maintain board certification in emergency medicine.

4.2 Dr. Sandra Schwemmer, D.O., FACOEP, FACEP of Professional Emergency Services, Inc., is designated as the Medical Director/Fire Department Physician for the Village's Fire Department. The Medical Director shall designate an Associate Medical Director who shall be available if the Medical Director is on vacation, sick or otherwise unavailable. The Associate Medical Director shall be subject to prior approval by the Village Manager or his designee.

4.3 Through the term of this Agreement, the Medical Director shall possess and maintain current registration as a Medical Director with the U.S. Department of Justice, Drug

Enforcement Administration ("DEA"), to provide controlled substances to the VILLAGE. A copy of the registration shall be provided to the VILLAGE prior to execution of this Agreement.

4.4 CONSULTANT shall maintain active participation in a regional or statewide physician group involved in prehospital care.

4.5 The CONSULTANT shall perform such other duties and responsibilities as now are imposed or may be imposed during the term of this Agreement by Florida law, including but not limited to the applicable provisions of Chapters 252 and 401, Florida Statutes, and Rule 64E2, Florida Administrative Code, as may be amended from time to time.

4.6 Inter-facility Transfers: CONSULTANT will develop BLS and ALS medical evaluation and treatment protocols and approve operating procedures as related to BLS and ALS inter-facility patient transfers. CONSULTANT will provide training for EMT's related to monitoring BLS and ALS patients during inter-facility transfers. CONSULTANT will develop a patient care quality assurance system for inter-facility patient transfers. CONSULTANT is not responsible and assumes no liability for the choice or appropriateness of the receiving facility. CONSULTANT is not responsible and assumes no liability for the medical treatment provided to patients by physicians and/or other medical personnel at the sending and/or receiving facilities. CONSULTANT is not responsible and assumes no liability for any complications or negative patient outcome before, during or after the inter-facility transfer.

ARTICLE 5

VILLAGE OBLIGATIONS

5.1 The VILLAGE shall assist the CONSULTANT by placing at its disposal all available information pertinent to the services to be performed by the CONSULTANT.

5.2 The VILLAGE shall provide for the CONSULTANT'S use during the term of this Agreement, a Medical Director's identification badge, and appropriate administrative support services as approved by the Fire Chief.

ARTICLE 6

TERM

6.1 This Agreement shall commence on October 1, 2020, and shall continue through September 30, 2025, unless terminated earlier under Article 7. The VILLAGE shall have the option to renew this Agreement for two (2) additional two year terms subject to the same terms and conditions, by providing the CONSULTANT with written notice to renew no less than thirty (30) days from the expiration date.

ARTICLE 7

TERMINATION

7.1 If through any cause the CONSULTANT fails to fulfill its obligations under this Agreement, the VILLAGE shall have the right to immediately terminate this Agreement upon providing written notice to the CONSULTANT.

7.2 This Agreement may be terminated by the VILLAGE without cause upon thirty (30) days written notice to the CONSULTANT. If the VILLAGE terminates without cause, the CONSULTANT shall be compensated for all services performed and approved by the VILLAGE prior to the termination date, provided that all property belonging to the VILLAGE is returned prior to release of final compensation to the CONSULTANT.

7.3 The CONSULTANT acknowledges that the VILLAGE is a bona fide governmental entity of the State of Florida with the VILLAGE'S fiscal year ending on September 30 of each calendar year. If the VILLAGE does not appropriate sufficient funds to purchase the services required under this Agreement for any of the VILLAGE'S fiscal years subsequent to the one in which the Agreement is executed and entered into, then this Agreement shall be terminated effective upon expiration of the fiscal year for which sufficient funds for the services provided for under this Agreement were last appropriated by the VILLAGE. The VILLAGE shall not, in this event, be obligated to pay for services beyond said fiscal year.

ARTICLE 8

MISCELLANEOUS

8.1 Ownership of Documents/Deliverables. Any files, documents, studies, run reports, training curriculum and other data prepared by the CONSULTANT in connection with this Agreement are and shall remain the property of the VILLAGE, and shall be delivered to the VILLAGE no later than seven (7) days after termination of this Agreement. VILLAGE is a public agency subject to Chapter 119, Florida Statutes. To the extent that CONSULTANT is acting on behalf of VILLAGE pursuant to Section 119.0701, Florida Statutes, CONSULTANT 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 CONSULTANT 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.

8.2 No Contingent Fee. The CONSULTANT warrants that he/she has not employed or retained any company or person other than a bona fide employee or agent contractor working solely for the CONSULTANT to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other bona fide employee working solely for the CONSULTANT 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.

8.3 Policy on Non-Discrimination. The CONSULTANT shall not discriminate against any employee or applicant for employment for work under this Agreement because of race, color, religion, sex, age, marital status or national origin, physical or mental disability.

8.4 Independent Contractor. The CONSULTANT is an independent contractor under this Agreement. Personal services provided by the CONSULTANT shall be by employees/agents of the CONSULTANT and subject to supervision by the CONSULTANT, and not as officers, employees, or agents of the VILLAGE. Personnel policies, tax responsibilities, social security and health insurance, employee benefits, purchasing policies and other similar administrative procedures applicable to services rendered under this Agreement shall be those of the CONSULTANT.

8.5 Assignment: Amendments

8.5.1 The parties recognize that the services contemplated by the CONSULTANT are of a unique and personal nature and as such this Agreement shall not be assigned, transferred or otherwise encumbered, by the CONSULTANT, without the prior written consent of the VILLAGE.

8.5.2 It is further agreed that no renewal modification, amendment or alteration in the terms or conditions of the Agreement, shall be effective unless contained in a written document executed with the same formality as the Agreement.

ARTICLE 9

INSURANCE

9.1 The CONSULTANT shall maintain in force and effect for the term of this Agreement the insurance described below.

9.1.1 Professional and General Liability. The VILLAGE will provide professional and general liability insurance with minimum limits of $1,000,000.00 per occurrence for the CONSULTANT during the term of this Agreement. The VILLAGE will maintain such professional and general liability insurance for a minimum of three (3) years from the date of termination of this Agreement.

9.1.2 The VILLAGE will provide such coverage to the CONSULTANT within thirty (30) days of the execution by the VILLAGE of this Agreement. The CONSULTANT will be responsible for the payment of any deductible and/or self-insured retentions in the event of a claim.

9.1.3 To the fullest extent permitted by law, the CONSULTANT shall indemnify, defend and hold harmless the VILLAGE, its officials, agents, employees, and volunteers from and against any and all liability, suits, actions, damages, costs, losses and expenses, including attorneys' fees, demands and claims for personal injury, bodily sickness, diseases or death or damage or destruction of tangible personal property or loss of use resulting therefrom, arising out of any errors, omissions, misconduct or negligent acts of the CONSULTANT, its officials, agents, employees, volunteers or subcontractors in the performance of the services of the CONSULTANT under this Agreement.

9.1.4 Representative of the VILLAGE. It is recognized that questions in the day-to-day conduct of this Agreement will arise. The VILLAGE designates the Fire Chief or his designee, as the person to whom all communications pertaining to the day-to-day conduct of this Agreement shall be addressed.

9.1.5 All Prior Agreements Superseded. This document incorporates all negotiations, correspondence, conversations, agreements or understandings applicable to the matters contained in this Agreement and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, it is agreed that no deviation from the terms shall be predicated upon any prior representations or agreements, whether oral or written.

9.1.6 Notices. Whenever either party desires to give notice to the other, it must be given by written notice, sent by certified United States mail with return receipt requested addressed to the party for whom it is intended, at the place last specified, and the place for giving of notice in compliance with the provisions of this paragraph. For the present, the parties designate the following as the respective places for giving of notice, to wit:

For the VILLAGE:

Terry L. Abel, Fire Chief
Department of Fire Rescue and Emergency Management
Islamorada, Village of Islands
86800 Overseas Hwy
Islamorada, Florida 33036
Telephone: (305) 664-6490
Facsimile: (305) 852-5195

With a copy to:

Roget V. Bryan, Village Attorney
Islamorada, Village of Islands
86800 Overseas Hwy

Islamorada, Florida 33036
Telephone: (305) 664-6418
Facsimile: (305) 504-8989

For the CONSULTANT:

Dr. Sandra Schwemmer
160 Key Heights Drive
Tavernier Florida 33070

9.2 Consent to Jurisdiction. The parties irrevocably submit to the jurisdiction of any Florida state or federal court in any action or proceeding arising out of or relating to the Agreement, and unanimously agree that all claims in respect of such action or proceeding may be heard and determined in such court. Each party further agrees that venue of any action to enforce this Agreement shall be in Monroe County, Florida.

9.3 Governing Law/Attorney's Fees. The parties agree that this Agreement shall be construed in accordance with and governed by the laws of the State of Florida. If either the VILLAGE or the CONSULTANT is required to enforce the terms of this Agreement by court proceedings or otherwise, whether or not formal legal action is required, the prevailing party shall be entitled to recover from the other party all such costs and expenses including but not limited to court costs, and reasonable attorney's fees.

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

9.5 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 by reference.

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

IN WITNESS WHEREOF, the parties have made and executed this Agreement on the respective dates under each signature: The VILLAGE, signing by and through its Village Manager, authorized to execute same by the Village Council action on the 30 day of September 2020, and by its duly authorized representative.

VILLAGE

By: Maria T Bassett
Maria T. Bassett, Acting Village Manager

Date: 9/30/2020

ATTEST:

Kelly S. Toth
Kelly Toth, Village Clerk

APPPROVED AS TO FORM
AND SUFFICIENCY:

Roget V. Bryan, Village Attorney

CONSULTANT

Witnesses:

Haley Hubbard
Print Name: Haley Hubbard

Print Name: Karen Stenar
Karen Stenar

Name: Sandra Schwemmer
Title: Pres, PES
Date: 9/30/20

Council Communication

To: Mayor and Village Council
From: A.J. Engelmeyer, Public Works Director
Date: November 7, 2023
SUBJECT: **Resolution Approving Fiscal Year 2023-2024 Purchases from Wastewater Vendors for the Wastewater Department - TAB 9**

Background:
As part of the development and maintenance of its central wastewater collection and transmission system (the "Wastewater System"), Islamorada, Village of Islands ("Village") must make regular purchases from specialized vendors. The Village relies upon Airvac Inc., Donerite Pumps, Inc., F.J. Nugent & Associates, Fortiline Waterworks, KB Vacuum Solutions, LLC. and Sunbelt Rentals, collectively "WASTEWATER VENDORS" for operating supplies, repairs, and maintenance for the Wastewater System.

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.

Analysis:
The proposed resolution would authorize the expenditures from the WASTEWATER VENDORS in the authorized amounts indicated below for Fiscal Year 2023-2024, and the proposed resolution would approve a waiver of competitive bidding for these purchases. Orders are placed with the vendors on an as-needed basis. Purchase orders would be created for each vendor for the amounts approved by the Village Council, and invoices would be applied to the purchase orders when goods are received or services are performed. As the amounts of the purchase orders are reached, staff would request authorization to increase not-to-exceed amounts from the Village Council as needed and as the fiscal year progresses.

The following are the WASTEWATER VENDORS who are either sole source providers for specific materials, supplies, parts, and equipment for the Village's wastewater collection and transmission system or who are vendors that have proven to be most responsive to the Village's needs by having inventory available and possessing an ability to deliver goods or

services timely. The dollar amounts listed are the purchasing authorization requested from each vendor at this time. Often replacement pumps are needed on an emergency basis. Village wastewater staff anticipates that expenses associated with rental, replacement, repair or maintenance of pumps and pump motors will decrease when the capital project to reconfigure the North Plantation Key booster pump station is completed.

Vendor:	Airvac, Inc.
Location:	Various
Goods or Services:	Sole Source Provider for vacuum sewer system parts, components, & supplies
Purchase Authorization:	$60,000.00

Vendor:	F. J. Nugent & Associates, Inc.
Location:	Longwood, FL
Goods or Services:	Sole Source Provider for E/One Grinder pumps & parts locally
Purchase Authorization:	$80,000.00

Vendor:	Fortiline Waterworks
Location:	Various
Goods or Services:	Supplier of pipe materials & components
Purchase Authorization:	$40,000.00

Vendor:	Donerite Pumps, Inc.
Location:	Opa Locka, FL
Goods or Services:	Repairs to electrical motors for sewage & vacuum pumps
Purchase Authorization:	$50,000.00

Vendor:	KB Vacuum Solutions, Inc
Location:	Edgewater, FL
Goods or Services:	Sole Source Provider of vacuum pump repair & maintenance services & materials
Purchase Authorization:	$80,000.00

Vendor:	SunBelt Rentals
Location:	Islamorada & Marathon, FL
Goods or Services:	Pump rentals
Purchase Authorization:	$100,000.00

Through participation in professional conferences and other training, wastewater staff stays informed of industry trends and any new vendors and service providers. It is through communication with vendors directly and establishment of positive working relationships that staff is able to negotiate best pricing and availability of goods and services needed.

Budget Impact:
The Village's FY 2023-2024 approved budget for the Wastewater Enterprise Fund includes $270,000.00 for Operating Supplies, $510,000.00 for Repair and Maintenance expenses, and $350,000.00 for Infrastructure for Capital Outlay. Purchases from the WASTEWATER VENDORS 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 expenditures from the WASTEWATER VENDORS in the above-listed authorized amounts during Fiscal Year 2023-2024 and approve waiver of competitive bidding.

Attachments: 1. Reso_FY23-24 Wastewater Purchases

RESOLUTION NO. 23-

A RESOLUTION OF THE VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA, APPROVING FISCAL YEAR 2023-2024 EXPENDITURES FROM AIRVAC INC., DONERITE PUMPS, INC., F.J. NUGENT & ASSOCIATES, FORTILINE WATERWORKS, KB VACUUM PUMP SOLUTIONS, LLC., AND SUNBELT RENTALS FOR THE OPERATION AND MAINTENANCE OF THE VILLAGE'S WASTEWATER COLLECTION AND TRANSMISSION SYSTEM; AUTHORIZING THE VILLAGE MANAGER TO EXPEND BUDGETED FUNDS; AUTHORIZING 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 (the "Wastewater System"), Islamorada, Village of Islands ("Village") must make regular purchases from specialized vendors; and

WHEREAS, the Village relies upon Airvac Inc., Donerite Pumps, Inc., F.J. Nugent & Associates, Fortiline Waterworks, KB Vacuum Solutions, LLC. and Sunbelt Rentals, collectively "WASTEWATER VENDORS" for operating supplies, materials, repairs, and maintenance for the Wastewater System; and

WHEREAS, Airvac Inc. is a sole source provider of parts, components and supplies for the Vacuum Collection System; and

WHEREAS, F.J. Nugent & Associates is a sole source provider of E/One Grinder Pumps and parts locally; and

WHEREAS, Fortiline Waterworks is a reliable and timely provider of pipe materials and components; and

WHEREAS, Donerite Pumps, Inc. is a reliable and timely provider of repairs to electrical motors for sewage and vacuum pumps; and

WHEREAS, KB Vacuum Solutions, LLC. is a sole source provider of vacuum pump repair and maintenance services and materials; and

WHEREAS, Sunbelt Rentals is a local, reliable, and timely provider of pump rentals to the Village; and

WHEREAS, pursuant to Section 2-327(c)(4) of the Village's Code of Ordinances, competitive bidding shall apply to purchase of or contracts for materials, supplies, equipment, improvements or services where the anticipated cost is estimated to exceed $25,000.00 for each of the WASTEWATER VENDORS during Fiscal Year 2023-2024; and

WHEREAS, pursuant to Section 2-238 of the Village Code, the requirements of Section 2-327(c)(4) of the Village's Code of Ordinances relating to competitive bidding may be waived by the following provisions as they relate to the WASTEWATER VENDORS:

(a) By the Village Council upon a documented finding that the purchase of the particular goods or services without competitive bidding is in the best interests of the Village;

(c) When only one vendor possesses the unique and singularly available capability to meet the requirements of the solicitation, such as technical qualifications, ability to deliver at a particular time, or services from a public utility;

(e) In the event of an emergency situation which requires the immediate purchase of goods or supplies, which shall not be subject to competitive bidding; and

WHEREAS, the Village Council finds that approval of Fiscal Year 2023-2024 not to exceed amounts for goods and services from the WASTEWATER VENDORS for operation and maintenance of the Wastewater System and waiver of competitive bidding in accordance with Section 2-238 of the Village Code is in the best interest of the Village.

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

Section 1. Recitals. The above recitals are true and correct and incorporated into this Resolution by this reference.

Section 2. Approval of Fiscal Year Expenditures. The Village Council hereby approves the following: 1) purchases from Airvac, Inc., in an amount not to exceed Sixty Thousand Dollars ($60,000.00); 2) purchases from F.J. Nugent & Associates, Inc., in an amount not to exceed Eighty Thousand Dollars ($80,000.00); 3) purchases from Fortiline Waterworks in an amount not to exceed Forty Thousand Dollars ($40,000.00); purchases from Donerite Pumps, Inc. in an amount not to exceed Fifty Thousand Dollars ($50,000.00); 5) purchases from KB Vacuum Solutions, LLC, in an amount not to exceed Eighty Thousand Dollars ($80,000.00); and 6) purchases from Sunbelt Rentals in an amount not to exceed One Hundred Thousand Dollars ($100,000.00).

Section 3. 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 4. Approval of Waiver of Competitive Bidding. In accordance with Section 2-238(a), (c), and (e) of the Village Code, the Village Council waives the competitive bidding provisions of the Village Code to utilize the WASTEWATER VENDORS for these purchases, as applicable.

Section 5. 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 III	_____
Vice Mayor Sharon Mahoney	_____
Councilwoman Elizabeth Jolin	_____
Councilman Mark Gregg	_____
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, INTERIM VILLAGE ATTORNEY

Council Communication

To: Mayor and Village Council
From: Peter Frezza, Environmental Resources Manager
Date: November 7, 2023
SUBJECT: **Resolution Approving Work Authorization No. 15 with WSP USA Environment & Infrastructure, Inc. for Canal 116 Air Curtain Design and Permitting - TAB 10**

Background:
This canal air curtain project continues the Islamorada, Village of Islands (the "Village") restoration project(s) for water quality improvement within canals and near shore waters. In February of 2023, WSP USA Environment & Infrastructure, Inc. ("WSP") assisted the Village in completing the design, permitting and bid support for the Canal 116 Backfilling Restoration Project under Work Authorization #10. Construction of the backfilling project commenced in mid-October 2023, and the work is expected to take up to 90 days to complete.

The use of air curtains at the mouth of residential canals has been effective in reducing the amount of seaweed wrack entering the canals. However, canals that have only implemented a weed barrier as a treatment method have displayed little to no improvement in water quality parameters. An air curtain at the mouth of Canal 116 will protect and limit the canal from sargassum loading and will complement the current backfilling project and will result in a full restoration of this canal.

A first amendment to Grant Agreement LPA0422 between the Village and the Florida Department of Environmental Protection ("DEP") for the Canal 116 restoration project was executed on September 15, 2023, to include the costs of installation of the air curtain.

Analysis:
Pursuant to RFQ# 20-03, on August 14, 2020, the Village entered into a current Continuing Services Agreement ("CSA") with WSP for professional engineering and architectural support services. Exhibit "A" to the attached Resolution is proposed Work Authorization No. 15 between the Village and WSP for Professional Engineering Services at a cost not to exceed $32,114.40. Work Authorization No. 15 would become effective upon full execution and run through July 31, 2025. Under Work Authorization No. 15, as outlined in the Scope of Services within Exhibit "B", WSP will provide the necessary data collection, design, and permitting services for the Canal 116 air curtain project (the "Services"). If Work Authorization No. 15 is approved, the Services are anticipated to begin in November 2023 and are expected to take approximately ten months to complete. Construction of the air curtain will be put out to bid separately through the Village's standard Request for Proposal process once the design and permitting are completed.

Budget Impact:
The Fiscal Year 2023-2024 Capital Project Fund Budget includes $1,469,100.00 for the Canal 116 backfilling project. The Village has accepted a grant award from the DEP in the amount of $1,759,627.10 through the Florida Keys Stewardship Act to fund this project and related project management services.

Staff Impact:
The Village's Environmental Resources Manager would work with WSP staff and field technicians 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 pass and adopt the proposed resolution, thereby approving Work Authorization No. 15 with WSP.

Attachments:
1. Resolution C116 Air Curtain D&P WA#15 WSP
2. Exhibit A_WA#15 WSP_Design & Permitting_Canal 116 air curtain
3. Exhibit B_WSP Proposal

RESOLUTION N0. 23-

A RESOLUTION OF THE VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA, APPROVING WORK AUTHORIZATION NO. 15 WITH WSP USA ENVIRONMENT & INFRASTRUCTURE INC. FOR CANAL 116 RESTORATION AIR CURTAIN PROJECT DESIGN AND PERMITTING SERVICES; 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

WHEREAS, as part of ongoing efforts to improve water quality within its canals and nearshore waters, Islamorada, Village of Islands (the "Village"), is proposing an air curtain project within Canal 116, Plantation Key (the "Project"); and

WHEREAS, this project will complement the backfilling project currently underway within this canal and together will result in a full restoration of the canal; and

WHEREAS, the Village is in need of an independent contractor to provide the necessary design and permitting services necessary to complete this project; and

WHEREAS, the Village sought the expertise of WSP USA Environment & Infrastructure, Inc. ("WSP") to develop a "Scope of Services" for this project, as detailed in Exhibit "B" attached hereto; and

WHEREAS, pursuant to RFQ# 20-03, the Village entered into a current Continuing Services Agreement ("CSA") with WSP for professional engineering and architectural support services; and

WHEREAS, WSP is willing to perform the services as outlined in the Scope of Services ("Services"), attached as Exhibit "B," in an amount not to exceed Thirty-two Thousand One Hundred Fourteen Dollars and Forty Cents ($32,114.40); and

WHEREAS, the Village Council of Islamorada, Village of Islands (the "Village Council"), has determined that approval of the Work Authorization No. 15 with WSP for the Services 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 Work Authorization. The Village Council hereby approves Work Authorization No. 15 with WSP, attached as Exhibit "A," for completion of the Project.

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 the terms and conditions of the Work Authorization.

Section 4. Authorization of Fund Expenditure. Notwithstanding the limitations imposed upon the Village Manager pursuant to the Village's Purchasing Procedures Ordinance, the Village Manager is authorized to expend budgeted funds to implement the terms and conditions of the 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 ___

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

Exhibit "A"

PROJECT AGREEMENT

Between

ISLAMORADA, VILLAGE OF ISLANDS

And

WSP USA ENVIRONMENT & INFRASTRUCTURE, INC.

For

Work Authorization No. 15

Engineering, Environmental, and Support Services

This Project Agreement between ISLAMORADA, VILLAGE OF ISLANDS (hereinafter referred to as "VILLAGE") and WSP USA ENVIRONMENT & INFRASTRUCTURE, INC. (hereinafter referred to as "CONSULTANT"), hereby authorizes the CONSULTANT to provide the services as set forth below:

WHEREAS, the VILLAGE and CONSULTANT have entered into a continuing services agreement dated August 14, 2020, pursuant to RFQ #20-03, (the "Continuing Contract") and CONSULTANT has been approved to provide the services contemplated herein; and

WHEREAS, the VILLAGE and CONSULTANT desire to enter into this Work Authorization for the CONSULTANT to provide data collection, design, and permitting services for the Canal 116 air curtain project as more further described in Exhibit "B" attached hereto (the "Project"), in accordance with the terms and conditions of this Work Authorization.

The VILLAGE and CONSULTANT agree as follows:

SECTION 1. SCOPE OF SERVICES

1.1 The CONSULTANT shall provide environmental and engineering services to the VILLAGE for the Project as described in the "Project Description" attached as Exhibit "B" to complete the Design and Permitting for the Canal 116 Air Curtain Project.

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

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

SECTION 2. DELIVERABLES

As part of the Scope of Services the CONSULTANT shall provide to the VILLAGE the following Deliverables:

- *An electronic copy of the final design plans and technical specifications*
- *A list of all required permits identifying issue dates and issuing authorities and electronic copies*
- *Received permits from FDEP or SFWMD, USACE, and FKNMS*

Unless otherwise stated, the CONSULTANT will provide draft and site plans, and other materials prepared for the Project in both paper and electronic formats as appropriate, excluding material that is available only as photocopy to the VILLAGE. The VILLAGE shall be provided copies of all correspondence from CONSULTANT to any public or private entity or individual and all correspondence received by the CONSULTANT for the Project.

SECTION 3. TERM/TIME OF PERFORMANCE/DAMAGES

3.1 Term. This Project Agreement shall commence on the date this Project Agreement is fully executed by all parties and shall continue in full force and effect through, **July 31, 2025,** unless otherwise terminated pursuant to Section 6 or other applicable provisions of this Project Agreement. The Village Manager may extend the term of this Project Agreement through written notification to the CONSULTANT. Such extension shall not exceed (30) days. No further extensions of this Project Agreement shall be effective unless authorized by the Village Council.

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

3.3 Contract Time. Upon receipt of the Notice to Proceed, the CONSULTANT shall commence services to the VILLAGE on the Commencement Date, and shall continuously perform services to the VILLAGE, without interruption, in accordance with the time frames set forth in the "Project Schedule," a copy of which is attached and incorporated into this Project Agreement as Exhibit "B." The number of calendar days from the Commencement Date, through the date set forth in the Project Schedule for completion of the Project shall constitute the Contract Time.

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

SECTION 4. AMOUNT, BASIS AND METHOD OF COMPENSATION

4.1 Lump Sum Compensation. VILLAGE agrees to pay CONSULTANT an amount not to exceed Thirty-two Thousand One Hundred Fourteen Dollars and Forty Cents **($32,114.40)** 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. Said lump sum includes but is not limited to, compensation for all fees, expenses, and out-of-pocket costs of the CONSULTANT.

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

SECTION 5. BILLING AND PAYMENTS TO THE CONSULTANT

5.1 Invoices.

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

5.1.2 Disputed Invoices. In the event all or a portion of an invoice submitted to the VILLAGE for payment to the CONSULTANT is disputed, or additional backup documentation is required, the Village Manager shall notify the CONSULTANT within fifteen (15) working days of receipt of the invoice of such objection, modification or additional documentation request. The CONSULTANT shall provide the VILLAGE with a written response and any additional information requested by the VILLAGE within five (5) working days of the date of the VILLAGE'S notice. The VILLAGE may request additional information, including but not limited to, all invoices, time records, expense records, accounting records, and payment records of the CONSULTANT. The VILLAGE, at its sole discretion, may pay to the CONSULTANT the undisputed portion of the invoice.

5.2 Suspension of Payment. In the event that the VILLAGE becomes credibly informed that any representations of the CONSULTANT, provided pursuant to Subparagraph 5.1, are wholly or partially inaccurate, or in the event that the CONSULTANT is not in compliance with any term or condition of this Project Agreement, the VILLAGE may withhold payment of sums then or in

the future otherwise due to the CONSULTANT until the inaccuracy, or other breach of Project Agreement, and the cause thereof, is corrected to the VILLAGE'S reasonable satisfaction.

5.3 Final Payment. Submission of the CONSULTANT'S invoice for final payment and reimbursement shall constitute the CONSULTANT'S representation to the VILLAGE that, upon receipt from the VILLAGE of the amount invoiced, all obligations of the CONSULTANT to others, including its Subconsultants, incurred in connection with the Project, shall be paid in full. The CONSULTANT shall deliver to the VILLAGE all documents and computer files requested by the VILLAGE evidencing payment to any and all subcontractors, and all final specifications, plans or other documents as dictated in the Scope of Services and Deliverables. Acceptance of final payment shall constitute a waiver of all claims against the VILLAGE by the CONSULTANT.

SECTION 6. TERMINATION/SUSPENSION

6.1 For Cause. This Project Agreement may be terminated by either party upon three (3) calendar days written notice to the other for breach of any material term or condition of this Project Agreement. In the event that CONSULTANT abandons this Project Agreement or causes it to be terminated by the VILLAGE, the CONSULTANT shall indemnify the VILLAGE against any loss pertaining to this termination. In the event that the CONSULTANT is terminated by the VILLAGE for cause and it is subsequently determined by a court of competent jurisdiction that such termination was without cause, such termination shall thereupon be deemed a termination for convenience under Section 6.2 and the provisions of Section 6.2 shall apply.

6.2 For Convenience. This Project Agreement may be terminated by the VILLAGE for convenience upon five (5) calendar days written notice to the CONSULTANT. In the event of such a termination, the CONSULTANT shall incur no further obligations in connection with the Project and shall, to the extent possible terminate any outstanding subconsultant obligations. The CONSULTANT shall be compensated for all services performed to the satisfaction of the VILLAGE and reimbursable expenses incurred prior to the date of termination. In such event, the CONSULTANT shall promptly submit to the VILLAGE its invoice for final payment and reimbursement which invoice shall comply with the provisions of Paragraph 5.1. Under no circumstances shall the VILLAGE make payment of profit to the CONSULTANT for services which have not been performed.

6.3 Assignment Upon Termination. Upon termination of this Project Agreement, the work product of the CONSULTANT shall become the property of the VILLAGE and the CONSULTANT shall, within ten (10) working days of receipt of written direction from the VILLAGE, transfer to either the VILLAGE or its authorized designee, all work product in its possession, including but not limited to, designs, specifications, drawings, studies, reports and all other documents and digital data in the possession of the CONSULTANT pertaining to this Project Agreement. Upon the VILLAGE'S request, the CONSULTANT shall additionally assign its rights, title and interest under any subcontractor's agreements to the VILLAGE.

6.4 Suspension for Convenience. The VILLAGE shall have the right at any time to direct the CONSULTANT to suspend its performance, or any designated part thereof, for any reason whatsoever, or without reason, for a cumulative period of up to five (5) calendar days. If any such suspension is directed by the VILLAGE, the CONSULTANT shall immediately comply with same. In the event the VILLAGE directs a suspension of performance as provided herein, through no fault of the CONSULTANT, the VILLAGE shall pay the CONSULTANT as full compensation for such suspension the CONSULTANT'S reasonable costs, actually incurred and paid, of demobilization and remobilization.

SECTION 7. PERSONNEL ASSIGNED TO PROJECT

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

NAME	**FUNCTION**
Greg Corning, P.E.	Sr. Project Manager
Stephen Hanks, P.E.	Senior Engineer
Josh Ptomey, Beau Daigneault	Field Coordination
Dustin Atwater	GIS Professional
Soraya Gomez, Maggie Kanakis	Administration

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

SECTION 8. INCORPORATION OF CONTINUING CONTRACT

All terms and conditions of the Continuing Contract not specifically modified by this Project Agreement shall remain in full force and effect and are incorporated into and made a part of this Project Agreement by this reference as though set forth in full.

SECTION 9. SEVERABILITY

If any provision of this Project Agreement or its application to any person or situation shall to any extent, be invalid or unenforceable, the remainder of this Project Agreement, and the application of such provisions to persons or situations other than those to which it shall have been

held invalid or unenforceable shall not be affected thereby, and shall continue in full force and effect, and be enforced to the fullest extent permitted by law.

SECTION 10. MISCELLANEOUS

10.1 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:

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 Project 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 Project 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 PROJECT 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.

10.2 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 Project 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 Project Agreement. For the breach or violation of this provision, the VILLAGE shall have the right to terminate the Project 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.

10.3 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 Project 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.

10.4 Scrutinized Companies. 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 VILLAGE may immediately terminate this Project 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 Project Agreement.

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

VILLAGE

ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA

By:_____
Ed Koconis, Interim Village Manager

The ____ day of _____, 20___.

AUTHENTICATION:

_____
Marne McGrath, Village Clerk

(SEAL)

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

_____
John J. Quick, Village Attorney

CONSULTANT

WSP USA ENVIRONMENT & INFRASTRUCTURE, INC.

By:_____

Print Name:_____

Title:_____

The ____ day of _____, 20___.

AUTHENTICATE:

_____
Secretary

_____
Print Name

(CORPORATE SEAL)

WITNESSES:

_____

Print Name:_____

_____

Print Name:_____

Exhibit "B"

16250 NW 59th Ave., Suite 206
Miami Lakes, Florida 33014

wsp.com

August 30, 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 Data Collection & Technology Selection
Canal #116 Plantation Key Air Curtain Restoration Project
WSP Project: No. 600800.12

Dear Mr. Frezza:

WSP Environment & Infrastructure, Inc. (WSP) is pleased to provide this proposal for professional services related to the Canal #116 Plantation Key Backfilling Restoration Project. This proposal is based upon discussions with Village staff in continuing to meet the deliverables outlined in the Canal Work Program Chapter 28-19 Land Planning Regulations for The Florida Keys Area of Critical State Concern, Islamorada, Village of Islands.

The Village completed the design and permits for the backfill restoration and is in the process of commencing construction. This effort will be in connection with installing an air curtain to protect the canal from any potential sargassum loading.

BACKGROUND AND NEED SECTION

Monroe County, Village of Islamorada, and the City of Marathon completed a canal restoration demonstration program back in 2014 to evaluate the effectiveness and feasibility of implementing the selected canal restoration technologies at improving water quality. The technologies were as follows:

- Backfilling;
- Weed gates and air curtains;
- Culvert Installation;
- Organic removal; and
- Aeration.

Upon installation of these technologies, FIU was contracted to develop a water quality monitoring program that compared water quality data from demonstration canals with similar canals that were not included in the restoration program. The objective of the monitoring program was to provide data needed to make unbiased, statistically rigorous statements about the status and temporal trends of water quality parameters in the remediated canals.

Based on data collected during the limited monitoring period, FIU made the following conclusion about the air curtain technology:

The use of air curtains or weed gates appeared to be effective in reducing the amount of seaweed wrack entering into the canals; however, canals that only implemented a weed barrier as their treatment method displayed no improvement in water quality parameters.

Using these results from the Demonstration Program along with water quality data from the Canal Management Master Plan the Village of Islamorada is moving forward with an air curtain restoration project.

The following services are following the Continuing Services Agreement dated September 2018 and amended March 2019 for Professional Engineering Services, Canal Restoration Projects, and Environmental Permitting and Support Services.

Scope of Services

Task 1 : Data Collection

WSP will use the bathymetric and ecological data collected under the backfill restoration project.

WSP will prepare preliminary design plans and technical specifications for the project. The preliminary design plans will consist of an existing site plan, a proposed site plan, proposed grading plans, erosion and sediment control plans, and construction details.

WSP will coordinate and hold pre-application permitting meetings with the South Florida Water Management District (SFWMD), USACE, Village, and FKNMS using the preliminary design plans. WSP will prepare meeting minutes and provide them to the Village.

WSP will update the plans and specifications in response to regulatory agency comments. WSP will prepare final design plans, technical specifications, and engineer's construction cost estimate for the project. The final design plans will include an existing site plan, proposed site plan, proposed grading plans, erosion and sediment control plans, cut/fill analysis, and construction details.

Deliverable(s): An electronic copy of the final design plans and technical specifications.

Task 2 : Permitting

WSP will incorporate comments received during the pre-application meetings to complete and submit local, state, and federal permit applications as required, using the final design plans. Permit applications will be submitted to the following agencies:

- SFWMD;
- USACE;
- FKNMS; and
- Village.

WSP will respond to Requests for Additional Information for each permit application. If impacts to wetlands or benthic resources are identified, WSP will coordinate appropriate mitigation either onsite or through the purchase of mitigation credits.

Deliverable(s): A list of all required permits identifying issue dates and issuing authorities and electronic copies.

Schedule

We will begin work on this project after receiving the written contract authorization. We have prepared a Preliminary Schedule outlining the major tasks of the proposed work.

The anticipated time frame for project execution is nine months with each task to be completed within the number of months indicated below from written Notice-to-Proceed (NTP):

ACTIVITY	MONTHS
Design	Two (2) Months
Permitting	Eight (8) Months

Proposed Fee

Fees for the services described above will be charged on a Lump Sum basis. The proposed fee includes the labor and expenses that can reasonably be anticipated to complete the scope of services as proposed and includes travel costs and expendable supplies. The total proposed fee is $32,114.40.

Task 1:	Design	$ 22,106.40
Task 2:	Permitting	$ 10,008.00
Total:		$ 32,114.40

This proposal is good for 60 days or the contract end date whichever is sooner. The terms and conditions of the Non-Exclusive Continuing Services Agreement between Islamorada, Village of Islands, and WSP Environment & Infrastructure Solutions, Inc. (WSP), dated September 14, 2018, are incorporated by reference.

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

GC/sg

Council Communication

To: Mayor and Village Council
From: Terry Abel, Fire Chief
Date: November 7, 2023
SUBJECT: **Resolution Approving State of Florida Department of Commerce Grant Agreement HL218 for Two Storage Buildings for Emergency Backup Generators - TAB 11**

Background:
Islamorada, Village of Islands (the "Village") is acquiring six emergency backup power generators with FEMA Hazard Mitigation Grant Program ("HMGP") funds awarded through Hurricane Irma funding. The trailer-mounted generators will provide protection to the Village's critical wastewater and fire rescue facilities. The generators will ensure that power is maintained to the wastewater pump stations and grinder pumps to safeguard residents and business owners from sewage backups during and after hurricanes, other weather events or catastrophic events. Providing power to Fire Stations with the emergency backup generators will protect the citizens by ensuring that response to medical and other emergencies can be made by emergency personnel in the event of power loss during a storm or other catastrophic events.

A requirement of the HMGP funding agreement is that the trailer-mounted generators be stored at locations protected against a 500-year flood event and protected from wind with rated enclosures. Construction of the storage buildings for the trailer-mounted generators is the final step of the Emergency Backup Power Project established by FEMA and administered by the Florida Department of Emergency Management ("FDEM"). The storage buildings will meet the requirement for the generators to be stored at a location protected against a 500-year flood event or located outside the Special Flood Hazard Area (SFHA) and protected against wind with rated enclosures based on their location requirements.

The design for the Fire Rescue storage building is complete and under review by the Village's Building Official in preparation for the issuance of building permits. Minor design changes may be necessary for the construction of the Wastewater Utility storage building related to elevation and other site-specific considerations. The estimated construction costs are $300,000.00 per storage building, a total of $600,000.00 to complete both structures.

The Village applied for funding assistance for construction of two wind-rated storage buildings for the emergency backup generators. The storage buildings will be constructed on Village-owned properties that meet the federal and state criteria of being located outside the Special Flood Hazard Area (SFHA) utilizing design plans to ensure the storage buildings are compliant with federal, state and local regulations to protect against wind. The Fire Rescue storage building will be constructed on the property behind Fire Station 20. The Wastewater Utility storage building will be constructed on the Middle Plantation Key Pump Station property.

Analysis:
In January 2023, the Village formally requested Appropriations funding for the generator storage buildings through the state legislature. The funding was approved by the state legislature in May 2023 and approved in the state budget in June 2023 for the full request of $300,000.00 to fund 50% of the cost for both buildings. The Village is obligated to provide 50% funding directly.

The State of Florida Department of Commerce (the “Commerce Department”) is the administering agency for the funding. The Village received the Grant Agreement from the Commerce Department on October 17, 2023 for execution by the Village Manager. The attached Resolution would approve Grant Award Agreement No. HL218, between the Village and Commerce Department for the funding and authorize the Interim Village Manager to execute the Agreement. The term of the Grant Award Agreement is July 1, 2023 through June 30, 2025.

A recommendation for approval of a contractor to construct the storage buildings would be presented to Council at a future meeting following a formal bid process.

Budget Impact:
The adopted FY 2023-2024 Capital Project Fund budget includes $300,000.00 for Fire Rescue Storage Building for Portable Generators funded with Legislative Appropriation funds and Fire Impact Fees. Wastewater Utility Enterprise Fund includes $300,000.00 in a designated Capital Outlay account.

Staff Impact:
The Fire Chief would continue to coordinate the final design plans and permitting for construction of the Fire Rescue generator storage building. Wastewater Utility staff would coordinate any changes necessary to the design plans for construction of the Wastewater Utility generator storage building. The Village’s Procurement and Grants Administrator would complete the procurement procedures, ensure the Village complies with procurement requirements and reporting requirements of the Grant Agreement and would submit the Village’s cost reimbursement request to the Commerce Department.

Recommendation:
It is recommended that the Village Council adopt the proposed Resolution, thereby approving the Grant Award Agreement HL218 with the Commerce Department for two Storage Buildings for Emergency Backup Generators.

Attachments:
1. Resolution-Commerce Grant Generator Storage
2. Exhibit 1 Agreement HL218-Islamorada Village of Islan

RESOLUTION NO. 23-

A RESOLUTION OF THE VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA, ACCEPTING GRANT AGREEMENT HL218 WITH THE STATE OF FLORIDA DEPARTMENT OF COMMERCE TO PROVIDE REIMBURSEMENT FUNDING FOR CONSTRUCTION OF TWO STORAGE BUILDINGS TO HOUSE EMERGENCY BACKUP GENERATORS; AUTHORIZING THE VILLAGE MANAGER TO EXECUTE THE AGREEMENT; AUTHORIZING VILLAGE OFFICIALS TO IMPLEMENT THE TERMS AND CONDITIONS OF THE AGREEMENT; AND PROVIDING AN EFFECTIVE DATE

WHEREAS, Islamorada, Village of Islands (the "Village") is statutorily charged with fire prevention and emergency management duties including planning, preparedness, response, recovery and mitigation for man-made and natural disasters; and

WHEREAS, the Village operates and maintains a Village-wide wastewater collection and transmission system that must maintain power to protect against sewage backups during and after hurricanes, other weather events or catastrophic events; and

WHEREAS, following damages suffered during Hurricane Irma in 2017, the Village obtained funding agreements through the FEMA Hazard Mitigation Grant Program ("HMGP") to purchase trailer-mounted generators to protect the Village's critical wastewater and fire rescue facilities; and

WHEREAS, a requirement of the HMGP funding agreement is that the trailer-mounted generators be stored at locations protected against a 500-year flood event and protected from wind with rated enclosures; and

WHEREAS, the storage buildings will be constructed on Village-owned properties that meet the federal and state criteria of being located outside the Special Flood Hazard Area (SFHA) utilizing design plans to ensure the storage buildings are compliant with federal, state and local regulations to protect against wind; and

WHEREAS, the estimated construction costs are $300,000.00 per storage building, a total of $600,000.00 to complete both structures; and

WHEREAS, the Village requested and was awarded Appropriations funding through the state legislature for 50% of the construction costs for two wind-rated storage buildings to house the emergency backup generators purchased through the HMGP grant funding; and

WHEREAS, the State of Florida Department of Commerce (the "Commerce Department"), the administering agency for the funding, transmitted Grant Agreement HL218 (the "Grant Agreement") to the Village on October 17, 2023 for reimbursement funding of up to $300,000.00 to fund 50% of the construction costs; and

WHEREAS, the Grant Agreement, requires execution by the Village Manager; and

WHEREAS, the Village Council wishes to approve the Grant Agreement, attached hereto as Exhibit "1" and authorize the Village Manager to execute the Agreement; and

WHEREAS, the Village Council finds that acceptance of the state funding up to $300,000.00 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. Acceptance and Approval of Grant Agreement. The Village Council hereby accepts Grant Agreement HL218 (the "Agreement") between the Commerce Department and the Village for reimbursement of costs for the construction of emergency backup generator storage buildings, attached hereto 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. **Execution of Agreement**. The Village Manager is authorized to execute the Agreement on behalf of the Village, to execute any other 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 4. **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 5. **Effective Date.** This Resolution shall become effective immediately upon its adoption.

PASSED AND ADOPTED THIS ___ DAY OF _____, 2023.

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 _____

_____
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, INTERIM VILLAGE ATTORNEY

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GRANT AGREEMENT
STATE OF FLORIDA
DEPARTMENT OF COMMERCE

THIS GRANT AGREEMENT NUMBER HL218 ("Agreement") is made and entered into by and between the State of Florida, Department of Commerce ("Commerce"), and Islamorada, Village of Islands ("Grantee"). Commerce and Grantee are sometimes referred to herein individually as a "Party" and collectively as "the Parties".

WHEREAS, Commerce has the authority to enter into this Agreement and distribute State of Florida funds ("Award Funds") in the amount and manner set forth in this Agreement and in the following Attachments incorporated herein as an integral part of this Agreement:

- Attachment 1: Scope of Work
- Attachment 2 and Exhibit 1 to Attachment 2: Audit Requirements
- Attachment 3: Audit Compliance Certification
- Attachment 4: Minority and Service-Disabled Veteran Business Enterprise Report

WHEREAS, the Agreement and its aforementioned Attachments are hereinafter collectively referred to as the "Agreement", and if any inconsistencies or conflict between the language of this Agreement and its Attachments arise, then the language of the Attachments shall control, but only to the extent of the conflict or inconsistency;

WHEREAS, Grantee hereby represents and warrants that Grantee's signatory to this Agreement has authority to bind Grantee to this Agreement as of the Effective Date and that Grantee, through its undersigned duly authorized representative in his or her official capacity, has the authority to request, accept, and expend Award Funds for Grantee's purposes in accordance with the terms and conditions of this Agreement;

NOW THEREFORE, for and in consideration of the covenants and obligations set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties intending to be legally bound hereby agree to perform the duties described herein in this Agreement as follows:

A. AGREEMENT PERIOD

This Agreement is effective as of July 1, 2023, (the "Effective Date") and shall continue until the earlier to occur of (a) June 30, 2025, (the "Expiration Date") or (b) the date on which either Party terminates this Agreement (the "Termination Date"). The period of time between the Effective Date and the Expiration Date or Termination Date is the "Agreement Period."

B. FUNDING

This Agreement is a Cost Reimbursement Agreement. Commerce shall pay Grantee up to Three Hundred Thousand Dollars and Zero Cents ($300,000.00) in consideration for Grantee's performance under this Agreement. Commerce shall not provide Grantee an advance of Award Funds under this Agreement. Travel expenses are not authorized under this Agreement. Commerce shall not pay Grantee's costs related to this Agreement incurred outside of the Agreement Period. In conformity with s. 287.0582, F.S., the State of Florida and Commerce's performance and obligation to pay any Award Funds under this Agreement is contingent upon an annual appropriation by the Legislature. Commerce shall have final unchallengeable authority as to both the availability of funds and what constitutes an "annual appropriation" of funds.

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Grantee shall not expend Award Funds for the purpose of lobbying the Legislature, the judicial branch, or a state agency. Grantee shall not expend Award Funds to pay any costs incurred in connection with any defense against any claim or appeal of the State of Florida or any agency or instrumentality thereof (including Commerce); or to pay any costs incurred in connection with the prosecution of any claim or appeal against the State of Florida or any agency or instrumentality thereof (including Commerce), which Grantee instituted or in which Grantee has joined as a claimant. Grantee shall either (i) maintain Award Funds in a separate bank account, or (ii) expressly designate in Grantee's business records and accounting system that the Award Funds originated from this Agreement. Grantee shall not commingle Award Funds with any other funds. Commerce may refuse to reimburse Grantee for purchases made with commingled funds. Grantee's costs must be in compliance with all laws, rules, and regulations applicable to expenditures of State funds, including the Reference Guide for State Expenditures (https://www.myfloridacfo.com/docs-sf/accounting-and-auditing-libraries/state-agencies/reference-guide-for-state-expenditures.pdf).

C. ELECTRONIC FUNDS TRANSFER

Within 30 calendar days of the date the last Party has signed this Agreement, Grantee shall enroll in Electronic Funds Transfer (EFT) from the State's Chief Financial Officer. A copy of the Authorization form can be found on the vendor instruction page at: https://www.myfloridacfo.com/Division/AA/Vendors/ . Any questions should be directed to the Direct Deposit/EFT Section of the Division of Accounting and Auditing at (850) 413-5517. Once enrolled, invoice payments shall be made by EFT.

D. MODIFICATION

If, in Commerce's sole and absolute determination, changes to this Agreement are necessitated by law or otherwise, Commerce may at any time, with written notice of all such changes to Grantee, modify this Agreement within its original scope and purpose. Grantee shall be responsible for any due diligence necessary to determine the impact of the modification. Any modification of this Agreement requested by Grantee must be in writing and duly signed by all Parties in order to be enforceable.

E. AUDIT REQUIREMENTS AND COMPLIANCE

1. **Florida Single Audit Act - Section 215.97, Florida Statutes ("F.S.")**. Grantee shall comply with all applicable provisions of s. 215.97, F.S., s. 215.971, F.S., and Attachment 2 and Exhibit 1 to Attachment 2: Audit Requirements. Grantee shall perform the deliverables and tasks set forth in Attachment 1, Scope of Work. Grantee may only expend Award Funds for allowable costs resulting from obligations incurred during the Agreement Period. Grantee shall refund to Commerce any: (1) balance of unobligated Award Funds which have been advanced or paid to Grantee; or (2) Award Funds paid in excess of the amount to which Grantee is entitled under the terms and conditions of this Agreement and Attachments hereto, upon expiration or termination of this Agreement.

2. **Audit Compliance**. Grantee understands and shall comply with the requirements of s. 20.055(5), F.S. Grantee agrees to reimburse the State for the reasonable costs of investigation the Inspector General or other authorized State official incurs for investigations of Grantee's compliance with the terms of this or any other agreement between the Grantee and the State which results in the suspension or

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debarment of Grantee. Grantee shall not be responsible for any costs of investigations that do not result in Grantee's suspension or debarment.

F. RECORDS AND INFORMATION RELEASE

1. **Records Compliance**. Commerce is subject to the provisions of chapter 119, F.S., relating to public records. Any document Grantee submits to Commerce under this Agreement may constitute public records under the Florida Statutes. Grantee shall cooperate with Commerce regarding Commerce's efforts to comply with the requirements of chapter 119, F.S. Grantee shall respond to requests to inspect or copy such records in accordance with chapter 119, F.S., for records made or received by Grantee in connection with this Agreement. Grantee shall immediately notify Commerce of the receipt and content of any records request by sending an e-mail to PRRequest@commerce.fl.gov within one (1) business day after receipt of such request. Grantee shall indemnify, defend, and hold Commerce harmless from any violation of Florida's public records laws wherein Commerce's disclosure or nondisclosure of any public record was predicated upon any act or omission of Grantee. As applicable, Grantee shall comply with s. 501.171, F.S. Commerce may terminate this Agreement if Grantee fails to comply with Florida's public records laws. Grantee shall allow public access to all records made or received by Grantee in connection with this Agreement, unless the records are exempt from s. 24(a) of Article I of the State Constitution or s. 119.07(1), F.S.

2. **Identification of Records**. Grantee shall clearly and conspicuously mark all records submitted to Commerce if such records are confidential and exempt from public disclosure. Grantee's failure to clearly mark each record and identify the legal basis for each exemption from the requirements of chapter 119, F.S., prior to delivery of the record to Commerce serves as Grantee's waiver of a claim of exemption. Grantee shall 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 as long as those records are confidential and exempt pursuant to Florida law. If Commerce's claim of exemption asserted in response to Grantee's assertion of confidentiality is challenged in any court of law, Grantee shall defend, assume, and be responsible for all fees, costs, and expenses in connection with such challenge.

3. **Keeping and Providing Records**. Commerce and the State have an absolute right to view, inspect, or make or request copies of any records arising out of or related to this Agreement. Grantee has an absolute duty to keep and maintain all records arising out of or related to this Agreement. Commerce may request copies of any records made or received in connection with this Agreement, or arising out of Grantees use of Award Funds, and Grantee shall provide Commerce with copies of any records within 10 business days after Commerce's request at no cost to Commerce. Grantee shall maintain all books, records, and documents in accordance with generally accepted accounting procedures and practices which sufficiently and properly reflect all expenditures of Award Funds. For avoidance of doubt, Grantee's duties to keep and provide records to Commerce includes all records generated in connection with or as a result of this Agreement. Upon expiration or termination of this Agreement, Grantee shall transfer, at no cost, to Commerce all public records in possession of Grantee or keep and maintain public records required by Commerce to perform the service. If Grantee keeps and maintains public records upon completion of this Agreement, Grantee shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to Commerce, upon request from Commerce's custodian of records, in a format that is compatible with the information technology systems of Commerce.

4. **Audit Rights.** Representatives of the State of Florida, Commerce, the State Chief Financial Officer, the State Auditor General, the Florida Office of Program Policy Analysis and Government Accountability or representatives of the federal government and their duly authorized representatives shall have access to any of Grantee's books, documents, papers, and records, including electronic

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storage media, as they may relate to this Agreement, for the purposes of conducting audits or examinations or making excerpts or transcriptions.

5. **Single Audit Compliance Certification.** Annually, within 60 calendar days of the close of Grantee's fiscal year, Grantee shall electronically submit a completed Audit Compliance Certification (a version of this certification is attached hereto as Attachment 3) to audit@commerce.fl.gov. Grantee's timely submittal of one completed Audit Compliance Certification for each applicable fiscal year will fulfill this requirement for all agreements between Commerce and Grantee.

6. **Ensure Compliance**. Grantee shall ensure that any entity which is paid from, or for which Grantee's expenditures will be reimbursed by, Award Funds, is aware of and will comply with the aforementioned audit and record keeping requirements.

7. **Contact Custodian of Public Records for Questions.**

   IF THE GRANTEE HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE GRANTEE'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS by telephone at (850) 245-7140, via e-mail at PRRequest@commerce.fl.gov, or by mail at Department of Commerce, Public Records Coordinator, 107 East Madison Street, Caldwell Building, Tallahassee, Florida 32399-4128.

G. TERMINATION AND FORCE MAJEURE

1. **Termination due to Lack of Funds:** In the event funds to finance this Agreement become unavailable or if federal or state funds upon which this Agreement is dependent are withdrawn or redirected, Commerce may terminate this Agreement upon no less than 24 hour written notice to Grantee. Commerce shall be the final authority as to the availability of funds and will not reallocate funds earmarked for this Agreement to another program thus causing "lack of funds." In the event of termination of this Agreement under this provision, Grantee will be paid for any work satisfactorily completed prior to notification of termination. The lack of funds shall not constitute Commerce's default under this Agreement.

2. **Termination for Cause:** Commerce may terminate the Agreement if Grantee fails to: (1) deliver the services within the time specified in the Agreement or any extension; (2) maintain adequate progress, thus endangering performance of the Agreement; (3) honor any term of the Agreement; or (4) abide by any statutory, regulatory, or licensing requirement. The rights and remedies of Commerce in this clause are in addition to any other rights and remedies provided by law or under the Agreement. Grantee shall not be entitled to recover any cancellation charges or lost profits.

3. **Termination for Convenience:** Commerce, by written notice to Grantee, may terminate this Agreement in whole or in part when Commerce determines in Commerce's sole and absolute discretion that it is in Commerce's interest to do so. Grantee shall not provide any deliverable pursuant to Attachment 1: Scope of Work after it receives the notice of termination, except as Commerce otherwise specifically instructs Grantee in writing. Grantee shall not be entitled to recover any cancellation charges or lost profits.

4. **Grantee's Responsibilities Upon Termination:** If Commerce issues a Notice of Termination to Grantee, except as Commerce otherwise specifies in that Notice, Grantee shall: (1) Stop work under this Agreement on the date and to the extent specified in the notice; (2) complete performance of such part of the work Commerce does not terminate; (3) take such action as may be necessary, or as Commerce may specify, to protect and preserve any property which is in the possession of Grantee

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and in which Commerce has or may acquire an interest; and (4) upon the effective date of termination, Grantee shall transfer, assign, and make available to Commerce all property and materials belonging to Commerce pursuant to the terms of this Agreement and all Attachments hereto. Grantee shall not receive additional compensation for Grantee's services in connection with such transfers or assignments.

5. **Force Majeure and Notice of Delay from Force Majeure.** Neither Party shall be liable to the other for any delay or failure to perform under this Agreement if such delay or failure is neither the fault nor the negligence of the Party or its employees or agents and the delay is due directly to acts of God, wars, acts of public enemies, strikes, fires, floods, or other similar cause wholly beyond the Party's control, or for any of the foregoing that affects subcontractors or suppliers if no alternate source of supply is available. However, in the event of delay from the foregoing causes, the Party shall take all reasonable measures to mitigate any and all resulting delay or disruption in the Party's performance obligation under this Agreement. If the delay is excusable under this FORCE MAJEURE AND NOTICE OF DELAY FROM FORCE MAJEURE section, the delay will not result in any additional charge or cost under the Agreement to either Party. In the case of any delay Grantee believes is excusable under this FORCE MAJEURE AND NOTICE OF DELAY FROM FORCE MAJEURE section, Grantee shall notify Commerce in writing of the delay or potential delay and describe the cause of the delay either: (1) within 10 calendar days after the cause that creates or will create the delay first arose, if Grantee could reasonably foresee that a delay could occur as a result; or (2) within five calendar days after the date Grantee first had reason to believe that a delay could result, if the delay is not reasonably foreseeable. THE FOREGOING SHALL CONSTITUTE GRANTEE'S SOLE REMEDY OR EXCUSE WITH RESPECT TO DELAY. Providing notice in strict accordance with this FORCE MAJEURE AND NOTICE OF DELAY FROM FORCE MAJEURE section is a condition precedent to such remedy. Commerce, in its sole discretion, will determine if the delay is excusable under this FORCE MAJEURE AND NOTICE OF DELAY FROM FORCE MAJEURE section and will notify Grantee of its decision in writing. No claim for damages, other than for an extension of time, shall be asserted against Commerce. Grantee shall not be entitled to an increase in the Agreement price or payment of any kind from Commerce for direct, indirect, consequential, impact, or other costs, expenses or damages, including but not limited to costs of acceleration or inefficiency arising because of delay, disruption, interference, or hindrance from any cause whatsoever. If performance is suspended or delayed, in whole or in part, due to any of the causes described in this FORCE MAJEURE AND NOTICE OF DELAY FROM FORCE MAJEURE section, after the causes have ceased to exist, Grantee shall perform at no increased cost, unless Commerce determines, in its sole discretion, that the delay will significantly impair the value of the Agreement to Commerce or the State, in which case, Commerce may terminate the Agreement in whole or in part.

H. BUSINESS WITH PUBLIC ENTITIES

Grantee is aware of and understands the provisions of s. 287.133(2)(a), F.S., and s. 287.134(2)(a), F.S. As required by s. 287.135(5), F.S., Grantee certifies that it is not: (1) listed on the Scrutinized Companies that Boycott Israel List, created pursuant to s. 215.4725, F.S.; (2) engaged in a boycott of Israel; (3) listed 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 s. 215.473, F.S.; or (4) engaged in business operations in Cuba or Syria. Commerce may immediately terminate this Agreement if Grantee submits a false certification as to the above, or if Grantee is placed on the Scrutinized Companies that Boycott Israel List, engages in a boycott of Israel, is placed on the Scrutinized Companies with Activities in Sudan List or

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the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has engaged in business operations in Cuba or Syria.

I. CONTINUING DISCLOSURE OF LEGAL PROCEEDINGS

Prior to execution of this Agreement, Grantee must disclose in a written statement to Commerce's Agreement Manager all prior or on-going civil or criminal litigation, investigations, arbitration or administrative proceedings (collectively "Proceedings") involving this Agreement. Thereafter, Grantee has a continuing duty to promptly disclose all Proceedings upon occurrence. This duty of disclosure applies to Grantee's or subcontractor's officers and directors when any Proceeding relates to the officer or director's business or financial activities. Details of settlements that are prevented from disclosure by the terms of the settlement may be annotated as such. Grantee shall promptly notify Commerce's Agreement Manager of any Proceeding relating to or affecting the Grantee's or subcontractor's business. If the existence of such Proceeding causes the State concern about Grantee's ability or willingness to perform the Agreement, then upon Commerce's request, Grantee shall provide to Commerce's Agreement Manager all reasonable assurances that: (i) Grantee will be able to perform the Agreement in accordance with its terms and conditions; and (ii) Grantee and/or its employees, agents, or subcontractor(s) have not and will not engage in conduct in performing services for Commerce which is similar in nature to the conduct alleged in such Proceeding.

J. ADVERTISING AND SPONSORSHIP DISCLOSURE

1. **Limitations on Advertising of Agreement.** Commerce does not endorse any Grantee, commodity, or service. Subject to chapter 119, F.S., Grantee shall not publicly disseminate any information concerning this Agreement without prior written approval from Commerce, including, but not limited to mentioning this Agreement in a press release or other promotional material, identifying Commerce or the State as a reference, or otherwise linking Grantee's name and either a description of the Agreement or the name of Commerce or the State in any material published, either in print or electronically, to any entity that is not a Party to this Agreement, except potential or actual authorized distributors, dealers, resellers, or service representatives.

2. **Disclosure of Sponsorship**. As required by s. 286.25, F.S., if Grantee is a nongovernmental organization which sponsors a program financed wholly or in part by state funds, including any funds obtained through this Agreement, it shall, in publicizing, advertising, or describing the sponsorship of the program, state: "Sponsored by (Grantee's name) and the State of Florida, Department of Commerce." If the sponsorship reference is in written material, the words "State of Florida, Department of Commerce" shall appear in the same size letters or type as the name of the organization.

K. RECOUPMENT OF FUNDS

1. **Recoupment**. Notwithstanding anything in this Agreement to the contrary, Commerce has an absolute right to recoup Award Funds. Commerce may refuse to reimburse Grantee for any cost if Commerce determines that such cost was not incurred in compliance with the terms of this Agreement. Commerce may demand a return of Award Funds if Commerce terminates this Agreement. The application of financial consequences as set forth in the Scope of Work is cumulative to any of Commerce's rights to recoup Award Funds. Notwithstanding anything in this Agreement to the contrary, in no event shall the application of any financial consequences or recoupment of Award Funds exceed the amount of Award Funds, plus interest.

2. **Overpayments.** If Grantee's (a) noncompliance with this Agreement or any applicable federal, state, or local law, rule, regulation or ordinance, or (b) performance or nonperformance of any term or condition of this Agreement results in (i) an unlawful use of Award Funds; (ii) a use of Award Funds

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that doesn't comply with the terms of this Agreement; or (iii) a use which constitutes a receipt of Award Funds to which Grantee is not entitled (each such event an "Overpayment"), then Grantee shall return such Overpayment of Award Funds to Commerce.

3. **Discovery of Overpayments**. Grantee shall refund any Overpayment of Award Funds to Commerce within 30 days of Grantee's discovery of an Overpayment or receipt of notification from Commerce that an Overpayment has occurred. Commerce is the final authority as to what may constitute an Overpayment of Award Funds. Refunds should be sent to Commerce's Agreement Manager and made payable to the "Department of Commerce." Should repayment not be made in a timely manner, Commerce may charge interest at the lawful rate of interest on the outstanding balance beginning 30 days after the date of notification or discovery.

4. **Right of Set-Off.** Commerce and the State shall have all of its common law, equitable, and statutory rights of set-off, including, without limitation, the State's option to withhold for the purposes of set-off any moneys due to Grantee under this Agreement up to any amounts due and owing to Commerce with respect to this Agreement, any other contract with any State department or agency, including any contract for a term commencing prior to the term of this Agreement, plus any amounts due and owing to the State for any other reason. The State shall exercise its set-off rights in accordance with normal State practices, including, in cases of set-off pursuant to an audit, the finalization of such audits by the State or its representatives.

L. INSURANCE

Unless Grantee is a state agency or subdivision as defined in s. 768.28(2), F.S., Grantee shall provide and maintain at all times during this Agreement adequate commercial general liability insurance coverage. A self-insurance program established and operating under the laws of the State of Florida may provide such coverage.

Grantee, at all times during the Agreement, at Grantee's sole expense, shall provide commercial insurance of such a type and with such terms and limits as may be reasonably associated with this Agreement, which, as a minimum, shall be: workers' compensation and employer's liability insurance in accordance with chapter 440, F.S., with minimum employer's liability limits of $100,000 per accident, $100,000 per person, and $500,000 policy aggregate. Such policy shall cover all employees engaged in any Agreement work.

Grantee shall maintain insurance coverage of such types and with such terms and limits as may be reasonably associated with this Agreement, as required by law, and as otherwise necessary and prudent for the Grantee's performance of its operations in the regular course of business. The limits of coverage under each policy maintained by Grantee shall not be interpreted as limiting Grantee's liability and obligations under this Agreement. All insurance policies shall be through insurers licensed and authorized to write policies in Florida, and such policies shall cover all employees engaged in any Agreement work. Grantee shall maintain any other insurance required in the Scope of Work. Upon request, Grantee shall produce evidence of insurance to Commerce.

Commerce shall not pay for any costs of any insurance or policy deductible, and payment of any insurance costs shall be Grantee's sole responsibility. Providing and maintaining adequate insurance coverage is a material obligation of Grantee, and failure to maintain such coverage may void the Agreement, at Commerce's sole and absolute discretion, after Commerce's review of Grantee's insurance coverage when Grantee is unable to comply with Commerce's requests concerning additional appropriate and necessary insurance coverage. Upon execution of this Agreement, Grantee shall provide Commerce written verification of the existence and amount for each type of applicable insurance coverage. Within 30 calendar days of the effective date of the Agreement, Grantee shall furnish Commerce proof of applicable insurance coverage by standard ACORD form certificates of insurance. In the event that an insurer cancels any

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applicable coverage for any reason, Grantee shall immediately notify Commerce of such cancellation and shall obtain adequate replacement coverage conforming to the requirements herein and provide proof of such replacement coverage within 15 business days after the cancellation of coverage. Copies of new insurance certificates must be provided to Commerce's Agreement Manager with each insurance renewal.

M. CONFIDENTIALITY AND SAFEGUARDING INFORMATION

Each Party may have access to confidential information made available by the other. The provisions of the Florida Public Records Act, Chapter 119, F.S., and other applicable state and federal laws will govern disclosure of any confidential information received by the State of Florida.

Grantee must implement procedures to ensure the appropriate protection and confidentiality of all data, files, and records involved with this Agreement.

Except as necessary to fulfill the terms of this Agreement and with the permission of Commerce, Grantee shall not divulge to third parties any confidential information obtained by Grantee or its agents, distributors, resellers, subcontractors, officers, or employees in the course of performing Agreement work, including, but not limited to, security procedures, business operations information, or commercial proprietary information in the possession of the State or Commerce.

Grantee shall not use or disclose any information concerning a recipient of services under this Agreement for any purpose in conformity with state and federal law or regulations, except upon written consent of the recipient or the responsible parent or guardian of the recipient when authorized by law.

When Grantee has access to Commerce's network and/or applications, in order to fulfill Grantee's obligations under this Agreement, Grantee shall abide by all applicable Commerce Information Technology Security procedures and policies. Grantee (including its employees, subcontractors, agents, or any other individuals to whom Grantee exposes confidential information obtained under this Agreement), shall not store, or allow to be stored, any confidential information on any portable storage media (*e.g.*, laptops, thumb drives, hard drives, *etc.*) or peripheral device with the capacity to hold information. Failure to strictly comply with this provision shall constitute a breach of Agreement.

Grantee shall immediately notify Commerce in writing when Grantee, its employees, agents, or representatives become aware of an inadvertent disclosure of Commerce's unsecured confidential information in violation of the terms of this Agreement. Grantee shall report to Commerce any Security Incidents of which it becomes aware, including incidents sub-contractors or agents reported to Grantee. For purposes of this Agreement, "Security Incident" means the attempted or successful unauthorized access, use, disclosure, modification, or destruction of Commerce information in Grantee's possession or electronic interference with Commerce operations; provided, however, that random attempts at access shall not be considered a security incident. Grantee shall make a report to Commerce not more than seven business days after Grantee learns of such use or disclosure. Grantee's report shall identify, to the extent known: (i) the nature of the unauthorized use or disclosure, (ii) the confidential information used or disclosed, (iii) who made the unauthorized use or received the unauthorized disclosure, (iv) what Grantee has done or shall do to mitigate any detrimental effect of the unauthorized use or disclosure, and (v) what corrective action Grantee has taken or shall take to prevent future similar unauthorized use or disclosure. Grantee shall provide such other information, including a written report, as Commerce's Information Security Manager requests.

In the event of a breach of security concerning confidential personal information involved with this Agreement, Grantee shall comply with s. 501.171, F.S., as applicable. When notification to affected persons is required by statute, Grantee shall provide that notification, but only after receipt of Commerce's written approval of the contents of the notice. Defined statutorily, and for purposes of this Agreement, "breach

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of security" or "breach" means the unauthorized access of data in electronic form containing personal data. Good faith acquisition of personal information by an employee or agent of Grantee is not a breach, provided the information is not used for a purpose unrelated to Grantee's obligations under this Agreement or is not subject to further unauthorized use.

N. PATENTS, COPYRIGHTS, AND ROYALTIES

1. All legal title and every right, interest, claim or demand of any kind, in and to any patent, trademark or copyright, or application for the same, or any other intellectual property right to, the work developed or produced under or in connection with this Agreement, is the exclusive property of Commerce to be granted to and vested in the Florida Department of State for the use and benefit of the state; and no person, firm or corporation shall be entitled to use the same without the written consent of the Florida Department of State. Any contribution by Grantee or its employees, agents or contractors to the creation of such works shall be considered works made for hire by Grantee for Commerce and, upon creation, shall be owned exclusively by Commerce. To the extent that any such works may not be considered works made for hire for Commerce under applicable law, Grantee agrees, upon creation of such works, to automatically assign to Commerce ownership, including copyright interests and any other intellectual property rights therein, without the necessity of any further consideration.

2. If any discovery or invention arises or is developed in the course or as a result of work or services performed with funds from this Agreement, Grantee shall refer the discovery or invention to Commerce who will refer it to the Department of State to determine whether patent protection will be sought in the name of the State of Florida.

3. Where activities supported by this Agreement produce original writings, sound recordings, pictorial reproductions, drawings, or other graphic representations and works of any similar nature Commerce has the right to use, duplicate, and disclose such materials in whole or in part, in any manner, for any purpose whatsoever and to allow others acting on behalf of Commerce to do so. Grantee shall give Commerce written notice when any books, manuals, films, websites, web elements, electronic information, or other copyrightable materials are produced.

4. Notwithstanding any other provisions herein, in accordance with s. 1004.23, F.S., a State University is authorized in its own name to perform all things necessary to secure letters of patent, copyrights, and trademarks on any works it produces. Within 30 calendar days of same, the president of a State University shall report to the Department of State any such university's action taken to secure or exploit such trademarks, copyrights, or patents in accordance with s. 1004.23(6), F.S.

O. INFORMATION TECHNOLOGY RESOURCE

Grantee shall obtain prior written approval from the appropriate Commerce authority before purchasing any Information Technology Resource (ITR) or conducting any activity that will impact Commerce's electronic information technology equipment or software, in any way. ITR includes computer hardware, software, networks, devices, connections, applications, and data. Grantee shall contact the Commerce

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Agreement Manager listed herein in writing for the contact information of the appropriate Commerce authority for any such ITR purchase approval.

P. NONEXPENDABLE PROPERTY

1. For the requirements of this Nonexpendable Property section of the Agreement, "nonexpendable property" is the same as "property" as defined in s. 273.02, F.S., (equipment, fixtures, and other tangible personal property of a nonconsumable and nonexpendable nature).

2. All nonexpendable property, purchased under this Agreement, shall be listed on the property records of Grantee. Grantee shall inventory annually and maintain accounting records for all nonexpendable property purchased and submit an inventory report to Commerce with the final expenditure report. The records shall include, at a minimum, the following information: property tag identification number, description of the item(s), physical location, name, make or manufacturer, year, and/or model, manufacturer's serial number(s), date of acquisition, and the current condition of the item.

3. At no time shall Grantee dispose of nonexpendable property purchased under this Agreement without the written permission of and in accordance with instructions from Commerce.

4. Immediately upon discovery, Grantee shall notify Commerce, in writing, of any property loss with the date and reason(s) for the loss.

5. Grantee shall be responsible for the correct use of all nonexpendable property Grantee purchases or Commerce furnishes under this Agreement.

6. A formal Agreement amendment is required prior to the purchase of any item of nonexpendable property not specifically listed in Attachment 1: Scope of Work.

7. Upon the Expiration Date of this Agreement, Grantee is authorized to retain ownership of any nonexpendable property purchased under this Agreement; however, Grantee hereby grants to Commerce a right of first refusal in all such property prior to disposition of any such property during its depreciable life, in accordance with the depreciation schedule in use by Grantee. Grantee shall provide written notice of any such planned disposition and await Commerce's response prior to disposing of the property. "Disposition" as used herein, shall include, but is not limited to, Grantee no longer using the nonexpendable property for the uses authorized herein, the sale, exchange, transfer, trade-in, or disposal of any such nonexpendable property. Commerce, in its sole discretion, may require Grantee to refund to Commerce the fair market value of the nonexpendable property at the time of disposition rather than taking possession of the nonexpendable property.

Q. REQUIREMENTS APPLICABLE TO THE PURCHASE OF OR IMPROVEMENTS TO REAL PROPERTY

In accordance with s. 287.05805, F.S., if funding provided under this Agreement is used for the purchase of or improvements to real property, Grantee shall grant Commerce a security interest in the property in the amount of the funding provided by this Agreement for the purchase of or improvements to the real property for five years from the date of purchase or the completion of the improvements or as further required by law.

Upon the Expiration Date of the Agreement, Grantee shall be authorized to retain ownership of the improvements to real property set forth in this Agreement in accordance with the following: Grantee is authorized to retain ownership of the improvements to real property so long as: (1) Grantee is not sold, merged or acquired; (2) the real property subject to the improvements is owned by Grantee; and (3) the

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real property subject to the improvements is used for the purposes provided in this Agreement. If within five years of the termination of this Agreement, Grantee is unable to satisfy the requirements stated in the immediately preceding sentence, Grantee shall notify Commerce in writing of the circumstances that will result in the deficiency upon learning of it, but no later than 30 calendar days prior to the deficiency occurring. In such event, Commerce shall have the right, within its sole discretion, to demand reimbursement of part or all of the funding provided to Grantee under this Agreement.

R. CONSTRUCTION AND INTERPRETATION

The title, section, and paragraph headings in this Agreement are for convenience of reference only and shall not govern or affect the interpretation of any of the terms or provisions of this Agreement. The term "Agreement" means this Agreement together with all attachments and exhibits hereto, as the same may from time to time be amended, modified, supplemented, or restated in accordance with the terms hereof. The use in this Agreement of the term "including" and other words of similar import mean "including, without limitation" and where specific language is used to clarify by example a general statement contained herein, such specific language shall not be deemed to modify, limit, or restrict in any manner the construction of the general statement to which it relates. The word "or" is not exclusive and the words "herein," "hereof," "hereunder," and other words of similar import refer to this Agreement, including any Exhibits and Attachments, and not to any particular section, subsection, paragraph, subparagraph, or clause contained in this Agreement. As appropriate, the use herein of terms importing the singular shall also include the plural, and vice versa. The reference to an agreement, instrument, or other document means such agreement, instrument, or other document as amended, supplemented, and modified from time to time to the extent permitted by the provisions thereof and the reference to a statute means such statute as amended from time to time and includes any successor legislation thereto and any regulations promulgated thereunder. All references to "$" shall mean United States dollars. The term "Grantee" includes any person or entity which has been duly authorized to and has the actual authority to act or perform on Grantee's behalf. The term "Commerce" includes the State of Florida and any successor office, department, or agency of Commerce, and any person or entity which has been duly authorized to and has the actual authority to act or perform on Commerce's behalf. The recitals of this Agreement are incorporated herein by reference and shall apply to the terms and provisions of this Agreement and the Parties. Time is of the essence with respect to the performance of all obligations under this Agreement. Each Party has read and understands this Agreement. In the event an ambiguity or question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly by the Parties, and no presumption or burden of proof shall arise favoring or disfavoring any Party by virtue of the authorship of any of the provisions of this Agreement.

S. CONFLICT OF INTEREST

This Agreement is subject to chapter 112, F.S. Grantee shall disclose the name of any officer, director, employee, or other agent who is also an employee of the State. Grantee shall also disclose the name of any State employee who owns, directly or indirectly, more than a 5% interest in Grantee or its affiliates.

T. GRANTEE AS INDEPENDENT CONTRACTOR

Grantee is at all times acting and performing as an independent contractor. Commerce has no ability to exercise any control or direction over the methods by which Grantee may perform its work and functions, except as provided herein. Nothing in this Agreement may be understood to constitute a partnership or joint venture between the Parties.

U. EMPLOYMENT ELIGIBILITY VERIFICATION – E-VERIFY

1. E-Verify is an Internet-based system that allows an employer, using information reported on an employee's Form I-9, Employment Eligibility Verification, to determine the eligibility of

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all new employees hired to work in the United States. There is no charge to employers to use E-Verify. The Department of Homeland Security's E-Verify system can be found at: https://www.e-verify.gov/.

2. In accordance with section 448.095, F.S., the State of Florida expressly requires the following:

a) Every public agency and its contractors and subcontractors shall register with and use the E-Verify system to verify the work authorization status of all newly hired employees. A public agency or a contractor or subcontractor thereof may not enter into a contract unless each party to the contract registers with and uses the E-Verify system.
b) An employer shall verify each new employee's employment eligibility within three (3) business days after the first day that the new employee begins working for pay as required under 8 C.F.R. 274a. Beginning July 1, 2023, a private employer with 25 or more employees shall use the E-Verify system to verify a new employee's employment eligibility.

3. If an entity does not use E-Verify, the entity shall enroll in the E-Verify system prior to hiring any new employee or retaining any contract employee after the effective date of this Agreement.

V. NOTIFICATION OF INSTANCES OF FRAUD

Upon discovery, Grantee shall report all known or suspected instances of Grantee, or Grantee's agents, contractors or employees, operational fraud or criminal activities to Commerce's Agreement Manager in writing within 24 chronological hours.

W. NON-DISCRIMINATION

Grantee shall not discriminate unlawfully against any individual employed in the performance of this Agreement because of race, religion, color, sex, physical handicap unrelated to such person's ability to engage in this work, national origin, ancestry, or age. Grantee shall provide a harassment-free workplace, with any allegation of harassment to be given priority attention and action.

X. ASSIGNMENTS

Grantee shall not assign, subcontract, or otherwise transfer its rights, duties, or obligations under this Agreement, by operation of law or otherwise, without the prior written consent of Commerce, which consent may be withheld in Commerce's sole and absolute discretion. Commerce is at all times entitled to assign or transfer its rights, duties, or obligations under this Agreement to another governmental entity in the State of Florida. Any attempted assignment of this Agreement or any of the rights hereunder by Grantee in violation of this provision shall be void *ab initio*.

Y. ENTIRE AGREEMENT; SEVERABILITY

This Agreement, and the attachments and exhibits hereto, embodies the entire agreement of the Parties with respect to the subject matter hereof. There are no provisions, terms, conditions, or obligations other than those contained in this Agreement; and this Agreement supersedes all previous communications, representations, or agreements, either verbal or written, between the Parties. If a court of competent jurisdiction voids or holds unenforceable any provision of this Agreement, then that provision shall be enforced only to the extent that it is not in violation of law or is not otherwise unenforceable, and all other

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provisions shall remain in full force and effect. This Agreement may be executed in counterparts, each of which shall be an original and all of which shall constitute one and the same instrument. If any inconsistencies or conflict between the language of this Agreement and its Attachments arise, then the language of the attachments shall control, but only to the extent of the conflict or inconsistency.

Z. WAIVER; GOVERNING LAW; ATTORNEYS' FEES, DISPUTE RESOLUTION

1. **Waiver.** No waiver by Commerce of any of provision herein shall be effective unless explicitly set forth in writing and signed by Commerce. No waiver by Commerce may be construed as a waiver of any failure, breach, or default not expressly identified by such written waiver, whether of a similar or different character, and whether occurring before or after that waiver. No failure by Commerce to exercise, or delay in exercising, any right, remedy, power or privilege under this Agreement may be construed as a waiver thereof; nor shall any single or partial exercise of any right, remedy, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege. The rights and remedies set forth herein are cumulative and not exclusive.

2. **Governing Law.** The laws of the State of Florida shall govern the construction, enforcement, and interpretation of this Agreement, regardless of and without reference to whether any applicable conflicts of laws principles may point to the application of the laws of another jurisdiction. The Parties expressly consent to exclusive jurisdiction and venue in any state court located in Leon County, Florida, and waive any defense of forum non conveniens, lack of personal jurisdiction, or like defense. IN ANY LEGAL OR EQUITABLE ACTION BETWEEN THE PARTIES, THE PARTIES HEREBY EXPRESSLY WAIVE TRIAL BY JURY TO THE FULLEST EXTENT PERMITTED BY LAW.

3. **Attorneys' Fees, Expenses.** Except as set forth otherwise herein, each of the Parties shall pay its own attorneys' fees and costs in connection with the execution and delivery of this Agreement and the transactions contemplated hereby.

4. **Dispute Resolution.** Commerce shall decide disputes concerning the performance of the Agreement, and Commerce shall serve written notice of same to Grantee. Commerce's decision shall be final and conclusive unless within 21 calendar days from the date of receipt, Grantee files with Commerce a petition for administrative hearing. Commerce's final order on the petition shall be final, subject to any right of Grantee to judicial review pursuant to chapter 120.68, F.S. Exhaustion of administrative remedies is an absolute condition precedent to Grantee's ability to pursue any other form of dispute resolution; provided however, that the Parties may employ the alternative dispute resolution procedures outlined in chapter 120, F.S.

AA. INDEMNIFICATION

If Grantee is a state agency or subdivision, as defined in s. 768.28(2), F.S., pursuant to s. 768.28(19), F.S., neither Party indemnifies nor insures or assumes any liability for the other Party for the other Party's negligence.

1. Grantee shall be fully liable for the actions of its agents, employees, partners, or subcontractors and shall fully indemnify, defend, and hold harmless the State and Commerce, and their officers, agents, and employees, from suits, actions, damages, and costs of every name and description, including attorneys' fees, arising from or relating to personal injury and damage to real or personal tangible property alleged to be caused in whole or in part by Grantee, its agents, employees, partners, or subcontractors; provided, however, that Grantee shall not indemnify, defend, and hold harmless the

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State and Commerce, and their officers, agents, and employees for that portion of any loss or damages the negligent act or omission of Commerce or the State proximately caused.

2. Further, Grantee shall fully indemnify, defend, and hold harmless the State and Commerce from any suits, actions, damages, and costs of every name and description, including attorneys' fees, arising from or relating to violation or infringement of a trademark, copyright, patent, trade secret or intellectual property right; provided, however, that the foregoing obligation shall not apply to Commerce's misuse or modification of Grantee's products or Commerce operation or use of Grantee's products in a manner not contemplated by this Agreement. If any product is the subject of an infringement suit, or in Grantee's opinion is likely to become the subject of such a suit, Grantee may, at Grantee's sole expense, procure for Commerce the right to continue using the product or to modify it to become non-infringing. If Grantee is not reasonably able to modify or otherwise secure for Commerce the right to continue using the product, Grantee shall remove the product and refund Commerce the amounts paid in excess of a reasonable fee, as determined by Commerce in its sole and absolute discretion, for past use. Commerce shall not be liable for any royalties.

3. Grantee's obligations under the two immediately preceding paragraphs above, with respect to any legal action are contingent upon the State or Commerce giving Grantee (1) written notice of any action or threatened action, (2) the opportunity to take over and settle or defend any such action at Grantee's sole expense, and (3) assistance in defending the action at Grantee's sole expense. Grantee shall not be liable for any cost, expense, or compromise incurred or made by the State or Commerce in any legal action without Grantee's prior written consent, which shall not be unreasonably withheld.

4. The State and Commerce may, in addition to other remedies available to them at law or equity and upon notice to Grantee, retain such monies from amounts due Grantee as may be necessary to satisfy any claim for damages, penalties, costs and the like asserted by or against them. The State may set off any liability or other obligation of Grantee or its affiliates to the State against any payments due Grantee under any Agreement with the State.

BB. CONTACT INFORMATION FOR GRANTEE AND COMMERCE CONTACTS

Grantee's Payee:	**Grantee's Agreement Manager**:
Islamorada, Village of Islands	Mary Swaney
86800 Overseas Highway	86800 Overseas Highway
Islamorada, FL. 33036	Islamorada, FL. 33036
Phone: (305) 664-6453	Phone: (305) 664-6453
(305) 664-6465	(305) 664-6465
mary.swaney@islamorada.fl.us	mary.swaney@islamorada.fl.us

Commerce's Agreement Manager:	**Commerce's Secondary Agreement Manager:**
Mr. Darcy Etienne	Beth Frost
107 East Madison Street, MSC B47	107 East Madison Street, MSC B47
Tallahassee, FL. 32399	Tallahassee, FL. 32399
Phone: (850) 245-7445	Phone: (850)245-7474
Fax: (850) 245-7470	Fax: (850) 245-7470
Darcy.Etienne@commerce.fl.gov	Beth.Frost@commerce.fl.gov

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CC. NOTICES

The Parties' respective contact information is set forth in the immediately preceding paragraph and may be subject to change at the Parties' discretion. If the contact information changes, the Party making such change will notify the other Party in writing. Where the term "written notice" is used to specify a notice requirement herein, said notice shall be deemed to have been given (i) when personally delivered; (ii) when transmitted via email, if the sender on the same day sends a confirming copy of such notice by certified or registered mail; (iii) the next business day following the day on which the same has been delivered prepaid to a recognized overnight delivery service; or (iv) the third business day following the day on which the same is sent by certified or registered mail, postage prepaid, with return receipt.

[Remainder of page left intentionally blank; Attachments to follow after signature page]

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IN WITNESS THEREOF, and in consideration of the mutual covenants set forth above and in all attachments hereto, the Parties, through their duly authorized representatives, sign this Agreement and represent and warrant that they understand the Agreement and Attachments' terms and conditions as of the Effective Date.

FLORIDA DEPARTMENT OF COMMERCE		**ISLAMORADA, VILLAGE OF ISLANDS**	
By		**By**	
Signature		Signature	Ed Koconis
	J. Alex Kelly		~~Bryan Cook~~
Title	**Secretary**	**Title**	**Interim Village Manager**
Date		**Date**	

Approved as to form and legal sufficiency, subject only to full and proper execution by the Parties.

OFFICE OF GENERAL COUNSEL
DEPARTMENT OF COMMERCE

By: _____

Approved Date: _____

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ATTACHMENT 1
SCOPE OF WORK

A. **PROJECT DESCRIPTION:** The 2023-2024 General Appropriations Act: line 2341A. appropriated Three Hundred Thousand Dollars and Zero Cents ($300,000.00) to Islamorada, Village of Islands ("Grantee") for the construction of two wind-rated storage buildings for emergency backup generators on Village-owned properties that meet the federal and state criteria of being located outside the Special Flood Hazard Area (SFHA).

B. GRANTEE RESPONSIBILITIES: Grantee shall complete the following:

1. Complete the construction of the two wind-rated buildings to house backup generators that will ensure continuous operation of the wastewater system and keep all fire stations operational during and after events such as hurricanes or other catastrophic events.
2. Provide a minimum of $300,000 in Local as match for the Project, by the end of the Agreement period. Grantee shall provide a letter and supporting documentation to Commerce's Agreement Manager which demonstrates that the Grantee met its match requirements, including, but not necessarily limited to the source of the contribution; the amount of each contribution and provide a summary of all match contributions. Commerce reserves the right to request any additional documentation Commerce deems necessary to support the Grantee's claim that it has met the match requirement. Commerce shall retain five percent (5%) of the total grant award as a financial consequence if Grantee fails to provide proof of match funds.

C. COMMERCE'S RESPONSIBILITIES: Commerce shall monitor progress, review reports, conduct site visits as determined necessary by Commerce, and process payments to Grantee.

D. DELIVERABLES: Grantee agrees to provide the following services as specified:

Deliverable: Construction		
Tasks	**Minimum Level of Service**	**Financial Consequences**
Complete tasks in accordance with Section B.1 of this Scope of Work.	Grantee may request reimbursement upon completion of construction in the following increments: 10%, 20%, 30%, 40%, 50%, 60%, 70%, 80%, 90% and 100%, and shall be evidenced by submission of the following: 1. AIA forms G702 and G703, or their substantive equivalents, certifying that the project, or a quantifiable portion of the project, is complete; 2. Photographs of the project in progress and at completion; and	Failure to meet the Minimum Level of Service shall result in non-payment. Commerce shall withhold 10% of the total Agreement amount ($30,000.00) until Grantee provides proof to Commerce and Commerce accepts that the Project is 100% complete.

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	3. Invoice package in accordance with Section F of this Scope of Work.	
		Deliverable - $300,000.00
TOTAL AWARD NOT TO EXECEED: $300,000.00		

E. REPORTING:

1. Quarterly: Grantee shall provide a quarterly report listing all progress relating to the Deliverables in Section D. Quarterly reports are due to Commerce within 30 calendar days after the end of each quarter, until submission of the final invoice package. The ending dates for each quarter of the program year are September 30, December 31, March 31, and June 30. The quarterly report shall include a summary of project progress, indicating percentage of completion of each Deliverable, and all additional reports which are required pursuant to this Agreement, including but not limited to, reports documenting the positive return on investment to the State that results from Grantee's project and its use of Award Funds. The summary shall also include any issues or events occurring which affect the ability of the Grantee to meet the terms of this Agreement. **If all required reports and copies are not sent to Commerce or are not completed in a manner acceptable to Commerce, payments may be withheld until the reports are properly completed or otherwise allowable by law.**
2. Minority and Service-Disabled Veteran Business Enterprise Report: Grantee shall provide a Minority and Service-Disabled Veteran Business Enterprise Report (Attachment 4) with each invoice summarizing the participation of certified and non-certified minority and service-disabled veteran subcontractors and material suppliers for that period and the project to date. Grantee shall include the names, addresses, and dollar amount of each certified and non-certified Minority Business Enterprise and Service-Disabled Veteran Enterprise participant. Commerce's Minority Coordinator can be reached at (850) 245-7455 to answer concerns and questions.
3. Close-out Report: No later than 60 calendar days after the Agreement ends or is terminated, Grantee shall provide copies of all paid invoices to document completed work.
4. Annual Report: The Grantee shall submit an Annual Report (Attachment 5), including the most recent IRS Form 990, detailing the total compensation for the Grantee's executive leadership team(s). Total compensation shall include salary, bonuses, cash-in leave, cash equivalents, severance pay, retirement benefits, deferred compensation, real property gifts and any other payout. All compensation reports must indicate what percent of compensation comes directly from the State and/or Federal allocations. The annual report will be due to Commerce 30 calendar days after the submittal of the 990 form to the IRS. The Grantee must inform Commerce of any changes in total executive compensation between annual reports within 60 calendar days of the change

F. INVOICE SUBMITTAL AND PAYMENT SCHEDULE: Commerce shall pay Grantee in accordance with the following schedule in the amount identified per deliverable in Section D above. The deliverable amount specified does not establish the value of the deliverable. In accordance with the requirements of s. 215.971(1), F.S., and the **Audit Requirements and Compliance** section of this Agreement, Grantee and its subcontractors may only expend funding under this Agreement for allowable costs resulting from obligations incurred during the Agreement period.

1. Grantee shall provide no more than one invoice per quarter for all services rendered during the applicable period. Grantee shall submit invoices as set forth below to be eligible to receive and retain payment for the performance of duties and completion of deliverables set forth above. Grantee shall submit all documentation necessary to support Grantee's expenditures. Commerce may request any information from Grantee that Commerce deems necessary to verify that Grantee has performed the services for which payment is requested. Grantee's submission of each invoice package is Grantee's certification that it has performed the services and incurred the costs in compliance with all applicable

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laws and the terms of this Agreement. Grantee will provide invoices in accordance with the requirements of the Reference Guide for State Expenditures available at: https://www.myfloridacfo.com/-sf/accounting-and-auditing-libraries/state-agencies/reference-guide-for-state-expenditures.pdf. Invoices must be legible and must clearly reflect the performance for which payment is sought. Payment does not become due under this Agreement until Commerce accepts and approves the invoiced deliverable(s) and any required report(s). At Commerce's option, Grantee may submit invoices electronically. Grantee shall submit its final invoice for payment to Commerce no later than 60 days after this Agreement ends and Commerce may, at Commerce's sole and absolute discretion, refuse to honor any requests for payment submitted after this deadline.

2. Invoices must contain Grantee's name, address, federal employer identification number or other applicable Grantee identification number, the Agreement number, the invoice number, and the invoice period. Grantee shall submit the following documents with the itemized invoice:

a. A cover letter signed by Grantee's Agreement Manager certifying that the costs being claimed in the invoice package: (1) are specifically for the project represented to the State in the budget appropriation; (2) are for one or more of the components as stated in Section D, Deliverables, of this Scope of Work; (3) have been paid; and (4) were incurred during the Agreement period;

b. Grantee's invoices shall include the date, period in which work was performed, amount of reimbursement, and work completed to date;

c. A certification by a licensed engineer using AIA forms G702 and G703, or their substantive equivalents, certifying that the project, or a quantifiable portion of the project, is complete;

d. Before and after photographs of the completed work;

e. A copy of all supporting documentation for vendor payments;

f. A copy of the cancelled check(s) specific to the project; and

g. A copy of the bank statement that includes the cancelled check.

3. The State may require any other information from Grantee that the State deems necessary to verify that the services have been rendered under the Agreement.

4. All documentation necessary to support payment requests must be submitted with Grantee's invoice for Commerce's review.

5. Grantee's invoice and all documentation necessary to support payment requests must be submitted into Commerce's Subrecipient Enterprise Resource Application (SERA). Further instruction on SERA invoicing and reporting, along with a copy of the invoice template, will be provided upon execution of the Agreement.

6. If the Grantee is a county or municipality that is a rural community or rural area of opportunity as those terms are defined in section 288.0656(2), F.S., the payment of submitted invoices may be issued for verified and eligible performance that has been completed in accordance with the terms and conditions set forth in this Agreement to the extent that federal or state law, rule, or other regulation allows such payments. Upon meeting either of the criteria set forth below, the Grantee may elect in writing to exercise this provision.

1. A county or municipality that is a rural community or rural area of opportunity as those terms are defined in section 288.0656(2), F.S., that demonstrates financial hardship; or
2. A county or municipality that is a rural community or rural area of opportunity as those terms are defined in section 288.0656(2), F.S., and which is located in a fiscally constrained county, as defined in section 218.67(1). If the Grantee meets the criteria set forth in this paragraph, then the Grantee is deemed to have demonstrated a financial hardship.

G. RETURN ON INVESTMENT: Grantee is required to provide, on or before October 31, 2023, an initial report identifying actual returns on investment by fiscal year for state funding previously received (if

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applicable), as well as projected positive returns the state will receive by providing Grantee funding through this Agreement.

1. Beginning at the end of the first full quarter following execution of this Agreement, Grantee shall provide quarterly update reports directly to Commerce's Agreement Manager documenting the positive return on investment to the state that results from the Grantee's project and its use of monies provided under this Agreement.
2. Quarterly update reports shall be provided to Commerce's Agreement Manager within 30 calendar days after the end of each quarter thereafter until Grantee is instructed that no further reports are needed.

H. FINANCIAL CONSEQUENCES FOR FAILURE TO TIMELY AND SATISFACTORILY PERFORM: Failure to complete all deliverables in accordance with the requirements of this Agreement, and most particularly the deliverables specified above in Section D, Deliverables, will result in Commerce's assessment of the specified financial consequences. If appropriate, should the Parties agree to a corrective action plan, the plan shall specify additional financial consequences to be applied after the effective date of the corrective action plan. This provision for financial consequences shall in no manner affect Commerce's right to terminate the Agreement as provided elsewhere in the Agreement.

- End of Attachment 1 (Scope of Work) -

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Attachment 2
AUDIT REQUIREMENTS

The administration of resources awarded by Commerce to the recipient (herein otherwise referred to as "Grantee") may be subject to audits and/or monitoring by Commerce as described in this Attachment 2.

MONITORING. In addition to reviews of audits conducted in accordance with 2 CFR 200, Subpart F - Audit Requirements, and section 215.97, Florida Statutes (F.S.), as revised (see AUDITS below), monitoring procedures may include, but not be limited to, on-site visits by Commerce staff, limited scope audits as defined by 2 CFR §200.425, or other procedures. By entering into this agreement, the recipient agrees to comply and cooperate with any monitoring procedures or processes deemed appropriate by Commerce. In the event the Commerce determines that a limited scope audit of the recipient is appropriate, the recipient agrees to comply with any additional instructions provided by Commerce staff to the recipient regarding such audit. The recipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Chief Financial Officer (CFO) or Auditor General.

AUDITS.

PART I: FEDERALLY FUNDED. This part is applicable if the recipient is a state or local government, or a nonprofit organization as defined in 2 CFR §200.1.

1. A recipient that expends $750,000 or more in federal awards in its fiscal year must have a single or program-specific audit conducted in accordance with the provisions of 2 CFR 200, Subpart F - Audit Requirements. EXHIBIT 1 to this form lists the federal resources awarded through Commerce by this agreement. In determining the federal awards expended in its fiscal year, the recipient shall consider all sources of federal awards, including federal resources received from Commerce. The determination of amounts of federal awards expended should be in accordance with the guidelines established in 2 CFR §§200.502-503. An audit of the recipient conducted by the Auditor General in accordance with the provisions of 2 CFR §200.514 will meet the requirements of this Part.
2. For the audit requirements addressed in Part I, paragraph 1, the recipient shall fulfill the requirements relative to auditee responsibilities as provided in 2 CFR §§200.508-512.
3. A recipient that expends less than $750,000 in federal awards in its fiscal year is not required to have an audit conducted in accordance with the provisions of 2 CFR 200, Subpart F - Audit Requirements. If the recipient expends less than $750,000 in federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of 2 CFR 200, Subpart F - Audit Requirements, the cost of the audit must be paid from non-federal resources (i.e., the cost of such an audit must be paid from recipient resources obtained from other than federal entities).

PART II: STATE FUNDED. This part is applicable if the recipient is a nonstate entity as defined by Section 215.97(2), Florida Statutes.

1. In the event that the recipient expends a total amount of state financial assistance equal to or in excess of $750,000 in any fiscal year of such recipient (for fiscal years ending June 30, 2017, and thereafter), the recipient must have a state single or project-specific audit for such fiscal year in accordance with section 215.97, F.S.; Rule Chapter 69I-5, F.A.C., State Financial Assistance; and Chapters 10.550 (local governmental entities) and 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. EXHIBIT 1 to this form lists the state financial assistance awarded through Commerce by this agreement. In determining the state financial assistance expended in its fiscal year, the recipient shall consider all sources of state financial assistance, including state financial assistance received from Commerce, other state agencies, and other nonstate entities. State financial assistance does not include federal direct or pass-through awards and resources received by a nonstate entity for federal program matching requirements.

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2. For the audit requirements addressed in Part II, paragraph 1, the recipient shall ensure that the audit complies with the requirements of section 215.97(8), F.S. This includes submission of a financial reporting package as defined by section 215.97(2), F.S., and Chapters 10.550 (local governmental entities) and 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.
3. If the recipient expends less than $750,000 in state financial assistance in its fiscal year (for fiscal years ending June 30, 2017, and thereafter), an audit conducted in accordance with the provisions of section 215.97, F.S., is not required. If the recipient expends less than $750,000 in state financial assistance in its fiscal year and elects to have an audit conducted in accordance with the provisions of section 215.97, F.S., the cost of the audit must be paid from the nonstate entity's resources (i.e., the cost of such an audit must be paid from the recipient's resources obtained from other than state entities).

PART III: OTHER AUDIT REQUIREMENTS.

(NOTE: This part would be used to specify any additional audit requirements imposed by the State awarding entity that are solely a matter of that State awarding entity's policy (i.e., the audit is not required by Federal or State laws and is not in conflict with other Federal or State audit requirements). Pursuant to Section 215.97(8), Florida Statutes, State agencies may conduct or arrange for audits of state financial assistance that are in addition to audits conducted in accordance with Section 215.97, Florida Statutes. In such an event, the State awarding agency must arrange for funding the full cost of such additional audits.)

N/A

PART IV: REPORT SUBMISSION.

1. Copies of reporting packages for audits conducted in accordance with 2 CFR 200, Subpart F - Audit Requirements, and required by Part I of this form shall be submitted, when required by 2 CFR§200.512, by or on behalf of the recipient directly to the Federal Audit Clearinghouse (FAC) as provided in 2 CFR §200.1 and §200.512. The FAC's website provides a data entry system and required forms for submitting the single audit reporting package. Updates to the location of the FAC and data entry system may be found at the OMB website.
2. Copies of financial reporting packages required by Part II of this form shall be submitted by or on behalf of the recipient directly to each of the following:

   a. Commerce at each of the following addresses:

   Electronic copies (preferred):
   Audit@commerce.fl.gov

   or

   Paper (hard copy):
   Department of Commerce
   MSC # 75, Caldwell Building
   107 East Madison Street
   Tallahassee, FL 32399-4126

   b. The Auditor General's Office at the following address:

   Auditor General
   Local Government Audits/342
   Claude Pepper Building, Room 401
   111 West Madison Street
   Tallahassee, Florida 32399-1450

   The Auditor General's website (https://flauditor.gov/) provides instructions for filing an electronic copy of a financial reporting package.

3. Copies of reports or the management letter required by Part III of this form shall be submitted by or on behalf of the recipient directly to:

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Electronic copies (preferred): Audit@commerce.fl.gov	or	Paper (hard copy): Department of Commerce MSC # 75, Caldwell Building 107 East Madison Street Tallahassee, FL. 32399-4126

4. Any reports, management letters, or other information required to be submitted Commerce pursuant to this agreement shall be submitted timely in accordance with 2 CFR §200.512, section 215.97, F.S., and Chapters 10.550 (local governmental entities) and 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.
5. Recipients, when submitting financial reporting packages to Commerce for audits done in accordance with 2 CFR 200, Subpart F - Audit Requirements, or Chapters 10.550 (local governmental entities) and 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date that the reporting package was delivered to the recipient in correspondence accompanying the reporting package.

PART V: RECORD RETENTION. The recipient shall retain sufficient records demonstrating its compliance with the terms of this Agreement for a period of five (5) years from the date the audit report is issued, or five (5) state fiscal years after all reporting requirements are satisfied and final payments have been received, whichever period is longer, and shall allow Commerce, or its designee, CFO, or Auditor General access to such records upon request. The recipient shall ensure that audit working papers are made available to Commerce, or its designee, CFO, or Auditor General upon request for a period of five (5) years from the date the audit report is issued, unless extended in writing by Commerce. In addition, if any litigation, claim, negotiation, audit, or other action involving the records has been started prior to the expiration of the controlling period as identified above, the records shall be retained until completion of the action and resolution of all issues which arise from it, or until the end of the controlling period as identified above, whichever is longer.

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EXHIBIT 1 to Attachment 2

STATE RESOURCES AWARDED TO THE RECIPIENT PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

SUBJECT TO SECTION 215.97, FLORIDA STATUTES:

State Project
STATE AWARDING AGENCY: FLORIDA DEPARTMENT COMMERCE
CSFA NUMBER: 40.038
CSFA TITILE: HOUSING AND COMMUNITY DEVELOPMENT
TOTAL STATE AWARD AMOUNT: $300,000.00

COMPLIANCE REQUIREMENTS APPLICABLE TO STATE RESOURCES AWARDED PURSUANT TO THIS AGREEMENT ARE AS FOLLOWS:

1. ***ACTIVITES ARE LIMITED TO THOSE IN THE SCOPE OF WORK.***

NOTE: List applicable compliance requirements

NOTE: 2 CFR § 200.331, as revised, and s. 215.97(5), F.S., require that the information about Federal Programs and State Projects included in Exhibit 1 be provided to the recipient.

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Attachment 3

AUDIT COMPLIANCE CERTIFICATION

Grantee Name: _____
FEIN: _____
Grantee's Fiscal Year: _____
Contact Person Name and Phone Number: _____
Contact Person Email Address: _____

1. Did Grantee expend state financial assistance, during its fiscal year, that it received under any agreement (e.g., agreement, grant, memorandum of agreement, memorandum of understanding, economic incentive award agreement, etc.) between Grantee and the Department of Commerce (Commerce)? ____ Yes ____ No

If the above answer is yes, also answer the following before proceeding to item 2:

Did Grantee expend $750,000 or more of state financial assistance (from Commerce and all other sources of state financial assistance combined) during its fiscal year? ____ Yes ____ No

If yes, Grantee certifies that it will timely comply with all applicable state single or project-specific audit requirements of s. 215.97, Florida Statutes, and the applicable rules of the Department of Financial Services and the Auditor General.

2. Did Grantee expend federal awards, during its fiscal year that it received under any agreement (e.g., agreement, grant, memorandum of agreement, memorandum of understanding, economic incentive award agreement, etc.) between Grantee and Commerce? ____ Yes ____ No

If the above answer is yes, also answer the following before proceeding to execution of this certification:

Did Grantee expend $750,000 or more in federal awards (from Commerce and all other sources of federal awards combined) during its fiscal year? ____ Yes ____ No

If yes, Grantee certifies that it will timely comply with all applicable single or program-specific audit requirements of 2 CFR Part 200, Subpart F, as revised.

By signing below, I certify, on behalf of Grantee, that the above representations for items 1 and 2 are true and correct.

_____ _____
Signature of Authorized Representative Date

_____ _____
Printed Name of Authorized Representative Title of Authorized Representative

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ATTACHMENT 4 - DEPARTMENT OF COMMERCE

Office of Procurement

CONTRACTOR MONTHLY MINORITY & VETERAN BUSINESS ENTERPRISE REPORT

(Company Name, Street Address, City & Zip Code)

Commerce Contract Number:

Commerce Project Name:

Contract Amount
$0.00

MBE Participation Amount: **MBE Percentage**
$0.00

DV Participation Amount: **DV Percentage**
$0.00

Contract Vendor Invoice # 0 **Date (mm dd, yyyy**

MINORITY BUSINESS ENTERPRISE (MBE)

** Include consultants, sub-contractors, travel agents, etc. who provided services on this project.

** Minority Business Enterprise	Description	** MBE Status	State Certified MBE (Yes or No)	MBE Contract $ Amount	$ Amount this Invoice	Total Paid	Balance Due	Project Type (Commodities or Contractual Services)
				$ -	$ -	$ -	$ -	
				$ -	$ -	$ -	$ -	
				$ -	$ -	$ -	$ -	
				$ -	$ -	$ -	$ -	
			TOTALS	$ -	$ -	$ -	$ -	
							$ -	

** **Certified MBE:** **H** - African American **I** - Hispanic **J** - Asian/Hawaiian **K** - Native American **M** - American Women

** **Non-Certified MBE:** **N** - African American **O** - Hispanic **P** - Asian/Hawaiian **Q** - Native American **R** - American Women

FLORIDA VETERAN BUSINESS ENTERPRISE (VBE)

* Include consultants, sub-contractors, travel agents, etc. who provided services on this project.

* Florida Veteran Business Enterprise	Description	* V Status	State Certified V Business (Yes or No)	V Contract $ Amount	$ Amount this Invoice	Total Paid	Balance Due	Project Type (Commodities or Contractual Services)
				$ -	$ -	$ -	$ -	
				$ -	$ -	$ -	$ -	
				$ -	$ -	$ -	$ -	
				$ -	$ -	$ -	$ -	
			TOTALS	$ -	$ -	$ -	$ -	
							$ -	

* **Certified V:** **W** - Veteran Business * **Non-Certified V:** **Y** - Veteran Business

INCLUDE THIS FORM WITH YOUR INVOICE

Commerce Form Version 06/23/2023

Council Communication

To: Mayor and Village Council
From: Megan Rumbaugh, Floodplain/CRS Coordinator
Date: November 7, 2023
SUBJECT: **Resolution Adopting the Monroe County Multijurisdictional Program for Public Information (PPI) - TAB 12**

Background:
Islamorada, Village of Islands (the "Village") is currently a participating community in the National Flood Insurance Program (NFIP). The National Flood Insurance Program's Community Rating System (CRS) is a voluntary incentive that encourages community floodplain management activities that exceed the minimum NFIP requirements. Participation in the program is based on a point system. The more points you score, the more discounts you receive for NFIP policyholders. Adoption of the Program for Public Information (PPI) update, which is required every five (5) years per the CRS program, is one of the activities providing points to assist in maintaining the Village's score.

Analysis:
The Village previously adopted Resolution 17-05-31 adopting the 2017 version of the Monroe County Multi-Jurisdictional Program for Public Information. Each community in Monroe County must adopt the update to stay in the program.

Budget Impact:
Adopting the update to the Monroe County multi-jurisdictional program for PPI will improve and maintain the Village's CRS points which provides Village residents a discount on flood insurance.

Staff Impact:
Staff will continue to attend multi-jurisdictional meetings and activities.

Recommendation:
Adopt the attached resolution to continue participation in the PPI program.

Attachments:
1. 47J8467-Resolution adopting County mulitjurisdictional program for public information
2. Monroe County PPI Update 2023

RESOLUTION NO. 23-

A RESOLUTION OF THE VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA, ADOPTING THE MONROE COUNTY MULTIJURISDICTIONAL PROGRAM FOR PUBLIC INFORMATION (PPI); AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Islamorada, Village of Islands (the "Village") is currently a participating community in the National Flood Insurance Program (NFIP); and

WHEREAS, the Village of Islamorada became eligible and applied for FEMA's Community Rating System (CRS) in 2016; and

WHEREAS, the Village voluntary participation in the NFIP's Community Rating System (CRS) provides residents of Islamorada with a discount on a standard NFIP flood insurance policy in the Special Flood Hazard Area (SFHA); and

WHEREAS, the Village participated in the Monroe County Multi-Jurisdictional Program for Public Information; and

WHEREAS, the Village previously adopted Resolution 17-05-31 adopting the 2017 version of the Monroe County Multi-Jurisdictional Program for Public Information; and

WHEREAS, the Monroe County Program for Public Information Committee has identified important messages to be communicated to target audiences in a Multi-Jurisdictional Program for Public Information in this 2023 update.

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 herein.

Section 2. Adoption of PPI. The Village Council hereby adopts the Monroe County Multi-Jurisdictional Program for Public Information, a copy of which is attached hereto as Exhibit "A".

Section 3. **Effective Date.** This resolution shall take effect 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 NOVEMBER, 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.

Monroe County Multi-jurisdictional Program for Public Information

March 21, 2017
(Revised 7/10/2018)
(Updated 8/1/2023)

LORI LEHR INC.

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1. Background

Monroe County is located in the southernmost region of Florida. The County consists of a largely uninhabited mainland section, mostly contained within Everglades National Park and the Big Cypress National Preserve, and the chain of islands known as the Florida Keys. More than 99 percent of the County's population lives in the Keys.

The Florida Keys consist of a uniquely situated archipelago, 220 miles in length, located between the Gulf of Mexico and the Atlantic Ocean. They have 600 miles of exposed coastline. The majority of these islands are bordered by a mangrove plant system. Unlike many of Florida's coastal barrier islands, sandy beaches are uncommon and are mostly located on the Atlantic side of the islands.

Essentially, the Florida Keys consist of a string of coral islands with an average elevation of 4 to 7 feet above mean sea level. Much of the Keys would be flooded in a Category 5 worst case storm event. Two sections in the City of Key West and several coral ridges on Key Largo are the only areas above the predicted flood level.

The Monroe County Comprehensive Emergency Management Plan notes that:

> *Monroe County's highway transportation system is exceptionally unique in that a single road with connecting bridges forms the backbone of the entire county transportation network, and the sole link to the Florida mainland.*

United States Highway One (US 1) is two-lane highway for most of its length. It links the islands with 41 bridges. The bridge system comprises a total of 19 miles of the 126-mile-long roadway.
US 1 is the main evacuation route for the Florida Keys.

The Florida Keys have been named by the National Hurricane Center as an area most prone to the effects of tropical cyclones. In addition to this risk, they are a popular destination for 15,000 to 50,000 seasonal and holiday overnight visitors. Shelters located in Monroe County do not provide adequate protection for evacuees in the event of a Category 3 or stronger storm. Therefore, evacuating the population plus the visitors is a major issue, complicated by the fact that there is only one highway serving as the sole evacuation route.

An increase in the frequency of flood inundation has been predicted due to the impacts of climate change and the resulting sea level rise. These changes mean that the County's citizens need to be educated on both the larger floods from hurricanes and the smaller, more frequent, floods from local storms and king tides.

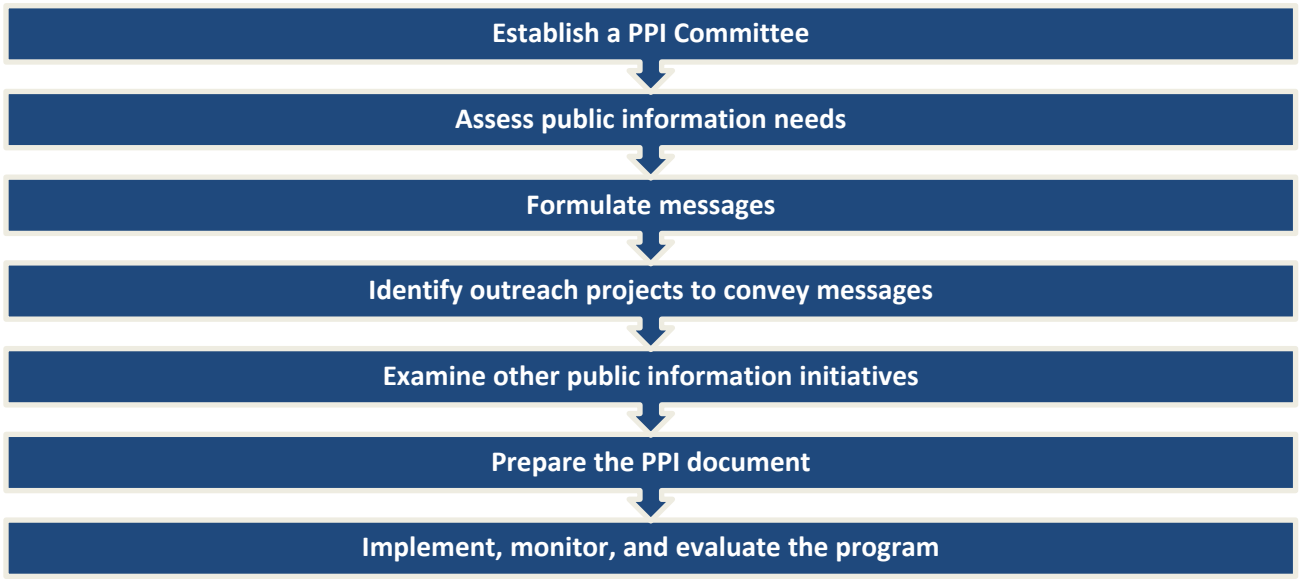
One important floodplain management program is the National Flood Insurance Program (NFIP) and its Community Rating System (CRS). All six communities in the County participate in the CRS. In 2016, Monroe County, Islamorada, Marathon, and Key West, agreed that, given the unique flooding hazards in the Florida Keys, enhanced and uniform communications are critical elements in saving lives and avoiding property damage. Therefore, they would work together to prepare a joint Program for Public Information (PPI).

In 2018, the PPI was revised to include the City of Key Colony Beach. The 2023 PPI Update includes the City of Layton. The PPI now includes all municipalities in Monroe County. The Committee agrees that having all of the municipalities disseminating unified messaging is vital to educate citizens on how to best prepare for flooding and to protect life and property in a flooding event.

2. Objective

The objective of this Program for Public Information is to develop and deliver unified messages to affected residents and businesses so they will take actions to reduce their exposure to the danger and property damage caused by flooding.

This Program for Public information was prepared following a step-by-step process encouraged by the Community Rating System.



As part of the 2023 Update to the PPI, each step of the process was evaluated and updated as directed by the PPI Committee.

3. The PPI Committee

The Monroe County Program for Public Information began with the creation of the PPI Committee with representatives of both public stakeholders and local governmental staff. All Monroe County jurisdictions were invited to an organizational meeting in April of 2016 to discuss the formation of this PPI Committee. It was decided that each community participating in the PPI would have committee members appointed by their local governing boards.

More than half of the committee members are from local stakeholder groups which include lending institutions, the real estate industry, insurance agencies, the University of Florida, and Fair Insurance Rates for Monroe (FIRM). The balance of the committee members consists of floodplain administrators and the Monroe County Public Information Officer.

The PPI Committee Members are updated due to staff changes, the addition of Key Colony Beach and Layton along with shifts in Stakeholder availability to participate with the PPI Committee. The updated committee is in Table 1. below.

Table 1. Monroe County PPI Committee Members

Member	Affiliation	Jurisdiction
Kimmeron Lisle Resident		City of Key Colony Beach
Karl Bursa Building Assistant		City of Key Colony Beach
Jay W. Hall Senior Vice President / Commercial Banker	Truist	City of Key West
Rebeca Horan, Insurance Agent	Keys Anchor Insurance Agency	City of Key West
Raj Rahmsing Building Official		City of Key West
Brian Shea Planning Director		City of Marathon
Brian Schmitt, Real Estate Agent	Coldwell Banker Schmitt Real Estate Co.	City of Marathon
Theresa Faber Commercial Loan Officer	Centennial Bank	City of Marathon
Alicia Betancourt, M.A. CFCS County Extensions Director	University of Florida, Extension	Islamorada, Village of Islands
Alina Davis Realtor	Coldwell Banker Schmitt Real Estate Co.	Islamorada, Village of Islands
Megan Rumbaugh Floodplain/CRS Coordinator		Islamorada, Village of Islands
Mimi Young CRS Coordinator		Layton
Megan Jones **Realtor**	Caldwell Bankers	Layton
Kristen Livengood Public Information Officer		Monroe County
Mel Montagne Vice President Sales	Insurance Office of America	Monroe County
Michele White President Monroe County Market	First Horizon Bank	Monroe County
Mike Maurer MOCO Resident		Monroe County
Alternate PPI Committee Member		
Tom Harding Commissioner		Key Colony Beach

The PPI Committee has met bi-annual since 2015 to accomplish the following tasks.

- Assess and identify any additional county wide public information needs.
- Determine if the priority groups that warrant special outreach attention are still appropriate.
- Evaluate the PPI messages and outcomes and make recommendations as necessary.
- Identify the need for new outreach projects to convey messages.
- Examine other public information initiatives.

The meetings were held in a public forum. Notifications of these meetings were published on the Monroe County Website. Additionally, email notifications were sent to local officials, emergency management, and floodplain development staff and the public information officers in the participating jurisdictions.

The first official PPI Committee meeting was held on June 28, 2016. The meeting was opened with a general overview of the steps found in the above outline. Committee members exchanged ideas regarding current effective outreach, and the need to fill the gaps within outreach projects designed to relay clear messages. The umbrella outcome was that the target groups of critical concern should begin to change their behaviors and act to reduce exposure to flood-related hazards.

The second meeting of the PPI committee on August 28, 2016, included the discussion of the inventory of projects and messages currently disseminated by local jurisdictions, stakeholders, and other public entities. Each committee member was given the information summarized in the tables in Section 4.4 Flood Insurance Assessment. The consensus of the committee was that an assessment of the current level of flood insurance coverage should be included in the PPI and monitored by the Committee.

At the third meeting on November 15, 2016, the group focused on stakeholders and priority messages. The PPI committee heard two guest speakers, Jonathan Rizzo, a Warning Coordination Meteorologist with NOAA's National Weather Service (NWS), and Julie Botteri, Upper/Middle Keys Stringer and Web Editor for the Monroe County Tourist Development Council (TDC). NWS and TDC have been longtime partners in disseminating messages to visitors, businesses, local government and citizens.

It was decided that:

- The PPI should continue the current partnership with the NWS.
- FIRM (Fair Insurance Rates for Monroe) will continue to promote acquisition of flood insurance, provide education, and relay important messages to other groups.
- The University of Florida Extensions will partner with, and endorse, the PPI messages to targeted groups.
- The PPI will support the State of Florida Division of Emergency Management's "Get A Plan!" campaign. This campaign delivers the same messages supported by the committee.

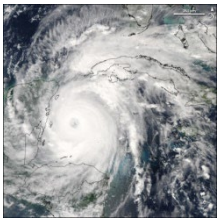
The final meeting was held by the PPI Committee on March 21, 2017. The messages and projects were agreed on and the overall directions for the Multi-jurisdictional Monroe County Program for Public Information were discussed. The Committee unanimously voted to recommend approval of the program to each of the community's governing body.

The PPI Committee began working on an update to the PPI during the 2021 PPI meetings. In 2022 the Committee agreed on the necessary 2023 updates to the PPI. It was decided that the partnership with stakeholders has been successful and should be continued.

The PPI Committee's final updated recommendations on target audiences, outcomes, messages, and outreach projects are summarized in Table 8. Minutes of the committee meetings are available separately.

4. Assessment of Public Information Needs

4.1 The Flood Hazard



Monroe County is in an area of the United States most vulnerable to the threat of flood damage due to tropical cyclones (hurricanes, tropical storms and tropical depressions). The frequency and severity of flooding is expected to increase in the future due to sea level rise. Climate change has also been predicted to cause more frequent and severe rainfall events.

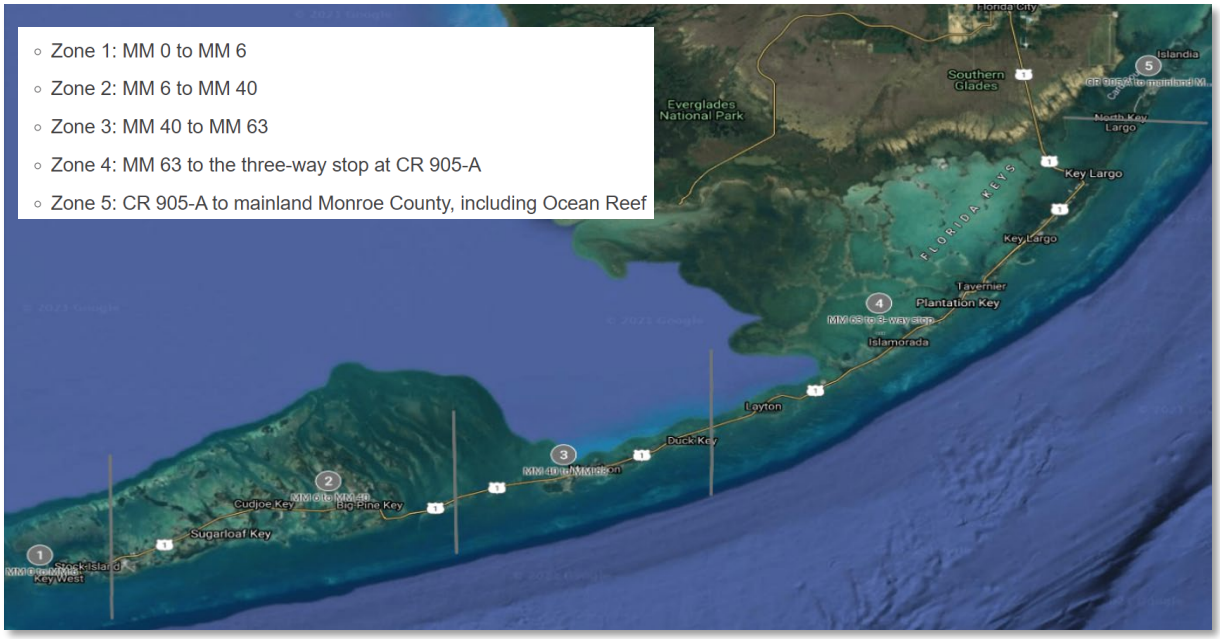
Based on SLOSH (Sea, Lake, and Overland Surges from Hurricanes) mapping models, the National Hurricane Center has determined that the Florida Keys would be inundated by storm surges from all categories of hurricanes and some tropical storms (see Figure 2, next page). Because of this, the Monroe County Evacuation strategy for a Category 3 or greater storm calls for a mandatory evacuation of all Monroe County residents and visitors.

The inherent erratic and irregular tracks of tropical cyclones make it difficult to predict where hurricanes will make landfall. Severe weather is often localized to a specific area due to the geographical makeup of the Florida Keys. The time needed to evacuate all visitors, residents, hospitals, and Special Needs clients could range from 12 hours to more than 30 hours.

A problem unique to the Florida Keys – due to its remote location and single evacuation route by land – is the need to begin evacuations well in advance of a storm's projected landfall, before the storm's track and intensity can be qualified with any great certainty. During years with multiple storm threats and evacuations for cyclone impacts that ultimately never make landfall, the public becomes very complacent with evacuation warnings, increasing the likelihood that greater numbers of people won't evacuate.

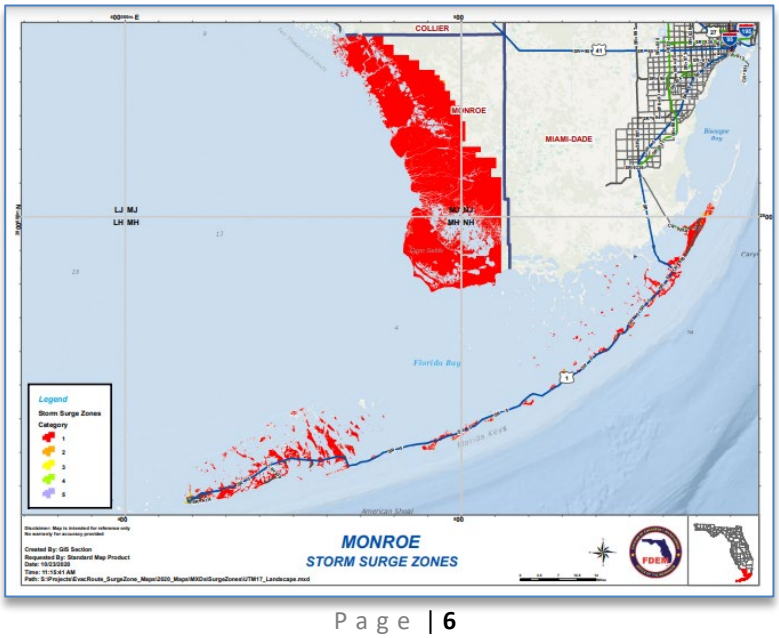
Another important factor in the time required to prepare for a hurricane threat and subsequent evacuation is the influx of tourists attending annual events, peak vacation windows and holidays. These reasons, coupled with the limited capacity of US1, the main evacuation route, have compelled Monroe County to implement a phased evacuation system (see Figure 1).

Figure 1. Evacuation Map

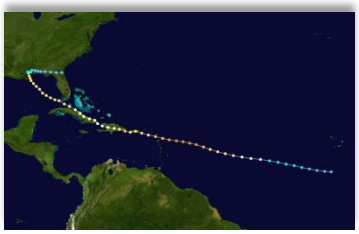


In all storm categories, any visitors (tourists, campers, day-trip travelers, etc.), will be the first to be instructed to evacuate to the mainland in order to ensure their safety. In the event of a rapidly escalating storm, a general evacuation to the mainland would be necessary. It is imperative to have a communications program in place to provide crucial information to help visitors safely exit the Florida Keys.

Figure 1. Florida Keys Surge Map



The Florida Keys have weathered numerous hurricanes and tropical storms. The paragraphs below describe six most significant storms. The "Big Six," caused the lion's share of the NFIP claims in the Keys.

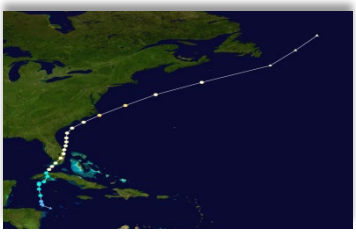


Hurricane Georges – September 1998

Hurricane Georges had winds of up to 155 mph, just below Category 5 status. The eye of the storm passed near Key West. Upon making landfall, Hurricane Georges brought a storm surge of up to 12 feet on Tavernier Key. With waves, as high as 10 feet, many parts of US1 were under water. Georges' waves damaged an estimated 1,536 houses, and destroyed over 170 residences.

Hurricane Mitch – November 1998

Mitch formed in the western Caribbean Sea and ultimately struck Florida as a strong tropical storm. Mitch caused a storm surge of up to 4 feet in the lower Florida Keys before making landfall on the Florida west coast. Many buildings that had been damaged by Hurricane Georges were leveled by Mitch. In all, Mitch caused $40 million in damage in Florida and two deaths from drowning.

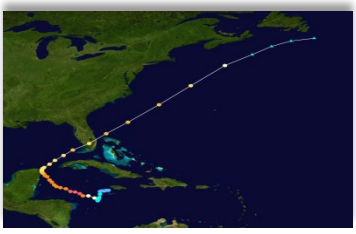


Hurricane Irene – October 1999

Irene struck Florida as a Category 1 hurricane. While moving through the Keys, Irene produced a storm surge of up to 2.3 feet in Key Vaca, while Key West reported a surge of 1.5 feet. Irene produced heavy rainfall in the Keys, including 12 inches of rain in Key West. The rain flooded roads throughout the Keys, prompting officials to close 50 miles of US 1.

Hurricane Rita – September 2005

Rita passed approximately 45 mi south of Key West as a Category 2 storm. Most of the Keys experienced rainfall accumulations of three or more inches. A maximum storm surge of 5 feet was recorded, with at least 200 flooded homes in a four-block section of Key West. The Upper Keys suffered extensive damage from this storm system. Claims to NFIP for flood damage were submitted from the entire 126 miles stretch of the Florida Keys.



Hurricane Wilma – October 2005

Flooding from Wilma occurred twice. First, the approaching storm pushed water across the Florida Keys from south to north. As the storm finally crossed into the Everglades, all the water that had been pushed there by the storm was released as Wilma crossed the peninsula. The water then raced back across the Lower Keys a second time and emptied into the sea. The "backwash" of up to 8 feet constituted the peak of the storm surge.

Hurricane Irma – September 2017
Irma made landfall as a category 4 hurricane in the Florida Keys. The combined effect of storm surge and the tide produced maximum inundation levels of 5 to 8 ft above ground level for portions of the Lower Florida Keys from Cudjoe Key eastward to Big Pine Key and Bahia Honda Key. Irma caused widespread devastation across the affected areas and was one of the strongest and costliest hurricanes on record in the Atlantic basin.

Conclusions: Based on the 2023 PPI review of past flooding and the threat of increased hazards due to climate change, the PPI Committee concluded:

- The primary threat to life safety in the Florida Keys is flooding from hurricanes and larger storms that may over wash the islands.
- The best way to protect against this life safety threat is evacuation. There are many obstacles to evacuating the Keys in time, so public information messages on how to do it right are vital.
- The primary threat to property is flooding from storm surge and waves from hurricanes and larger storms.

4.2 Natural Floodplain Functions

Monroe County is home to many varieties of protected or endangered species of wildlife. These species and their habitats deserve protection. A great deal of emphasis has been placed on the protection of Species Focus Areas in Monroe County.

Measures to be taken for the conservation and protection of the natural floodplain and habitat areas include:

- Preventing disturbance to areas that provide critical flood water storage and filtration functions, including mangroves, salt ponds, saltmarsh and buttonwood wetlands, and freshwater wetlands.
- Preventing excessive clearing and disturbance to natural upland vegetation within the floodplain.
- Minimizing any alteration of natural drainage patterns within the floodplain.
- Protecting areas that provide natural water storage and filtration, such as wetlands.

In addition to limiting development related activities that have an adverse impact on natural floodplain functions, the 2022 State Florida Statutes, Article XL, Chapter 704.06 (b) and (f) prohibits the dumping of waste or other materials that are detrimental to drainage and flood control. Each community

participating in the PPI has multiple ways of reporting illegal dumping. Code enforcement procedures are in place to limit or stop offenders.

Conclusions: The PPI Committee concluded that the public information program should continue to encourage citizens to appreciate the natural beauty and environment in the Keys by protecting endangered species and their habitat, preventing detrimental development, and reporting illegal activity or uses of land within the floodplain.

4.3 Priority Areas

The 2023 review of the current flood maps, the history of flooding, and the projections for the future led to the conclusion that there are two types of priority flood hazard areas:

1. The entire area of the Florida Keys is subject to inundation and/or isolation by flooding. People are at risk everywhere. The entire Keys can be considered priority area #1 because the entire Keys would be under water during a Category 5 hurricane and the entire area should be evacuated when a large storm threatens.

2. Priority area #2 is where there is repetitive flooding. Repetitive loss properties are properties where two or more flood insurance claims of at least $1,000 were paid over a ten-year period. A review of the communities' flood insurance records found that 96% of the repetitive loss properties got their designation from the Big Five storms discussed above.

   Mapping repetitive loss areas is a requirement for participation in the Community Rating System. Each community with repetitive loss areas continues to monitor the repetitive loss data and update the repetitive loss area accordingly. The table below summarizes the areas affected.

For the 2023 update, the Committee discussed adding a priority area which would include areas subject to tidal flooding due to sea level rise. However, it was decided that not enough data and mapping exist at this time to determine the specific priority area. In addition, at this time, the tidal flooding is limited to streets. The committee will reassess this during the annual meeting.

Table 1. Repetitive Loss

Community	Total Buildings	Buildings in RL Areas
Islamorada, Village of Islands	4,980	221
City of Key Colony Beach	1,098	160
City of Key West	10,807	1,301
City of Layton	182	0
City of Marathon	4,773	176
Monroe County	21,875	7,477

4.4 Flood Insurance Coverage Assessment

The committee began reassessing the level of flood insurance coverage by looking at three sets of data provided by FEMA:

- Policy coverage by FIRM Zone,
- Coverage by type of occupancy, and
- Coverage for pre-FIRM and post-FIRM buildings

It was concluded that coverage by FIRM Zone remain exactly the same as was previously reported and would not be productive because almost all the policies, like the land in the County, are in the SFHA. Risk Rating 2.0 has also been implemented and insurance rates are determined by risk rather than FIRM Zone furthering the argument to look at total coverage rather than coverage by Zone. Here are the numbers:

Table 2. NFIP Policies in the SFHA

Community	Percentage
Islamorada, Village of Islands	95%
City of Key Colony Beach	100%
City of Key West	85%
City of Layton	100%
City of Marathon	100%
Monroe County	96%

The other two sets of data were worth assessing. The number of policies by type are compared to the number of buildings by type, using data from the County property assessor and local GIS data. There was not an exact match of occupancy type, but as seen in Table 4, the categories are close:

Table 3. Insurance Coverage Table Categories

Table 5 Category	Insurance	Property Assessor and Local GIS
Single family home	Single family home	Single family home, mobile home,
Multi family residence	2-4 family, all other residential	Multi-family, condominium units and buildings
Table 6 Category		
Pre-FIRM	Pre-FIRM	Certificate of occupancy issued before 12/31/1974 *
Post-FIRM	Post-FIRM	Certificate of occupancy issued after 12/31/1974 *

*All six communities' FIRMs were issued before 12/31/1974. A building constructed after that date is considered Post-FIRM if the FIRM was published earlier.

The PPI Committee has been reviewing the number of buildings insured under these categories and reporting the trends annually in the CRS Annual PPI Progress Report since 2016. In general, the trend has been that the number of policies has decreased slightly while the average coverage per building remained fairly steady.

Coverage by occupancy: Coverage by single family is useful, however, the multi family coverage percentage and amount of coverage appear skewed by the number of condo buildings and unit policies. This is particularly evident in Key Colony Beach due to the disproportionate number of condo units to single family occupancies ratios in the city. The Committee also discussed that comparing the total number of residential (Single Family and Multi-Family) may give a better picture of the NFIP insurance trends by occupancy. The results of the coverage by occupancy are demonstrated in Table 5 below.

Table 4. Insurance Coverage by Occupancy Type

Islamorada, Village of Islands					
Occupancy	Policies in Force	Buildings	% of Buildings	Amount of Coverage	
	Number	Number	Covered	Amount	Average
Single Family	1,904	4,057	47%	$545,611,000	$286,560
Multi-Family	1,259	121	1040%	$277,558,900	$220,460
Total	**3,163**	**4,178**	**76%**	**$823,169,900**	**$260,250**

City of Key West					
Occupancy	Policies in Force	Building	% of Buildings	Amount of Coverage	
	Number	Number	Covered	Amount	Average
Single Family	3,656	7,852	47%	$1,016,653,900	$278,078
Multi-Family	2,813	897	314%	$603,881,300	$214,675
Total	**6,469**	**8,749**	**74%**	**$1,620,535,200**	**$250,508**

Key Colony Beach					
Occupancy	Policies in Force	Building	% of Buildings	Amount of Coverage	
	Number	Number	Covered	Amount	Average
Single Family	474	720	66%	$127,990,200	$270,022
Multi-Family	527	378	139%	$109,723,000	$208,203
Total	**1,001**	**1,098**	**91%**	**$237,713,200**	**$237,476**

City of Layton					
Occupancy	Policies in Force	Building	% of Buildings	Amount of Coverage	
	Number	Number	Covered	Amount	Average
Single Family	73	149	49%	$18,079,400	$247,663
Multi-Family	7	31	23%	$2,017,000	$288,143
Total	**80**	**180**	**44%**	**$20,096,400**	**$251,205**

City of Marathon					
Occupancy	Policies in Force	Building	% of Buildings	Amount of Coverage	
	Number	Number	Covered	Amount	Average
Single Family	1,974	3,698	53%	$508,149,300	$137,412
Multi-Family	1,110	527	211%	$239,379,200	$215,657
Total	**3,084**	**4,225**	**73%**	**$747,528,500**	**$242,389**

Monroe County					
Occupancy	Policies in Force	Building	% of Buildings	Amount of Coverage	
	Number	Number	Covered	Amount	Average
Single Family	9,093	20,855	44%	$2,323,484,650	$255,525
Multi-Family	3,933	948	415%	$697,196,000	$177,268
Total	**13,026**	**21,803**	**60%**	**$3,020,680,650**	**$231,896**

It was noted that the data provided is for total coverage. The data does not show if policies include contents coverage. Nationally, most policies do not, so it can be assumed that most policies in Monroe County do not have contents coverage. That assumption is supported by the fact that the average policy is below the maximum available for structure-only coverage ($250,000 for 1 – 4 family residences and $500,000 for five or more family residential and nonresidential policies). The Committee decided that although the NIFP insurance coverage for residential structures has remained fairly stable, and the amount is understandable, the coverage the but could also be improved, especially if the policies do not include contents.

Pre- and Post-FIRM building coverage: Table 6 on the next page shows the amount of coverage based on the age of the buildings.

In Key West, pre-FIRM buildings have higher levels of coverage. Key West is a historic City with older properties that hold higher values, which explains why the coverage is higher for pre-FIRM buildings. However, as noted earlier, the amount coverage on all properties could be improved.

Key Colony Beach coverage continues to indicate that the number of condo units insured are inflating pre- and post- FIRM coverage estimates.

The County coverage for pre- and post-FIRM building has moved toward being evenly split.

Coverage Influencers: The committee recognized that there are challenges to relying on a public information program to improve flood insurance coverage. The decision to purchase an NFIP flood insurance policy is dependent on a myriad of factors, including, but not limited to:

- The increasing cost of flood insurance under RR 2.0
- RR 2.0 reporting of the CRS discounts on NFIP policies
- The economic climate
- Structure values
- Structures with Federally backed loans

The Committee discussed two additional factors that may be influencing insurance trends:

Citizens Flood Insurance Requirement:

Flood insurance coverage is now required as of April 1, 2023, for new Citizens personal residential policies that include wind coverage for covered property within the special flood hazard area. The requirement to secure and maintain flood coverage for Personal Lines residential policies will be phased in for all such policyholders over the next four years under a plan the Florida Legislature approved in December.

The flood insurance requirements apply only to Citizens policyholders who have a Personal Lines residential policy.

New Personal Lines residential policyholders seeking Citizens coverage, including coverage for the peril of wind, in areas designated by the Federal Emergency Management Agency (FEMA) as a Special Flood Hazard Area are required as of April 1, 2023, to have flood insurance coverage to be eligible for a Citizens policy. Existing Citizens policyholders in designated FEMA flood hazard areas whose policy includes wind coverage will be required to have flood insurance to renew their Citizens policies on or after July 1, 2023.

For all other Citizens Personal Lines residential policies that include wind coverage, the flood insurance requirement will be phased in for new and renewing policyholders over the next four years as follows:

January 1, 2024, for policies insuring property valued at $600,000 or more
January 1, 2025, for policies insuring property valued at $500,000 or more
January 1, 2026, for policies insuring property valued at $400,000 or more
January 1, 2027, for all other policies

Citizens does not provide flood insurance, and flood coverage is not provided under standard multiperil policies. Requiring flood coverage better protects you from potentially expensive out-of-pocket repairs. Federally backed mortgages typically require flood insurance for properties located within flood zones.

If you don't wish to purchase flood insurance, you will not be eligible for a Personal Lines residential policy with Citizens. Contact your agent to discuss options that may be available within the private insurance market. Private policies that may offer more comprehensive coverage now might be comparably priced. Citizens' policyholders are subject to a potential assessment of up to 45% of their premium following a major storm or series of storms.

It is key to note that it is estimated that more than 90% of the insurance coverage in Monroe County is through Citizens.

RR2.0

Risk Rating 2.0 is a new pricing methodology from FEMA for flood risk. It is designed to better reflect a property's unique flood risk while also providing rates that are easier for agents and policyholders to understand. It will use the latest actuarial practices to set risk-based rates, allowing consumers to make more informed decisions about flood insurance and reducing the complexity for insurance agents to generate quotes. Some customers may experience a change in premium. To make the changes more

equitable, FEMA will look at detailed flood risk variables such as distance to a water source, flood frequency, flood types, and property characteristics like the cost to rebuild and elevation.
The Committee annually addresses the question of adequate flood insurance coverage.

4.5 Coverage Improvement

Recommendations: The Committee continues to agree that flood insurance coverage does not appear to be adequate and could be improved. While it is impossible to expect a public information program to control coverage, the committee determined that tracking the number of polices and coverage would clearly be useful.

To that end, the committee recommends that flood insurance policy counts be monitored annually. Each year, the spreadsheet used to create Tables 5 and 6 will be populated with current data and community building counts. The calculations will provide information regarding the general trends of insurance coverage in each jurisdiction that can then be compared to trends in previous years. The annual assessment will also track and report on the outside factors that may be impacting the decision of residents in purchasing new flood insurance policies and the renewal of those already in existence.

Table 5. Summary of Pre and Post FIRM Policies

Islamorada, Village of Islands					
Type	Policies in Force	Buildings	% of Buildings	Amount of Coverage	
	Number	Number	Covered	Dollar	Average
Pre-FIRM	869	1,670	52%	$241,900,100	$278,366
Post-Firm	2,600	3,278	79%	$720,360,300	$277,062
Total	3,469	4,948	70%	$962,260,400	$277,388

City of Key Colony Beach					
Type	Policies in Force	Buildings	% of Buildings	Amount of Coverage	
	Number	Number	Covered	Dollar	Average
Pre-FIRM	539	223	242%	$113,895,400	$211,309
Post-Firm	480	497	97%	$130,562,800	$272,006
Total	1,019	720	142%	$244,458,200	$239,900

City of Key West					
Type	Policies in Force	Buildings	% of Buildings	Amount of Coverage	
	Number	Number	Covered	Dollar	Average
Pre-FIRM	3,819	5,622	68%	$1,055,517,800	$276,386
Post-Firm	3,289	4,720	70%	$880,218,900	$267,625
Total	7,108	10,342	69%	$1,935,736,700	$272,332

City of Layton					
Type	Policies in Force	Buildings	% of Buildings	Amount of Coverage	
	Number	Number	Covered	Dollar	Average
Pre-FIRM	33	69	48%	$8,137,400	$246,588
Post-Firm	60	117	51%	$18,548,000	$309,133
Total	93	186	50%	$26,685,400	$286,940

City of Marathon					
Type	Policies in Force	Buildings	% of Buildings	Amount of Coverage	
	Number	Number	Covered	Dollar	Average
Pre-FIRM	1,433	1,989	72%	$322,146,700	$224,806
Post-Firm	1,975	3,153	63%	$556,631,600	$281,839
Total	3,408	5,142	66%	$878,778,300	$257,857

Monroe County					
Type	Policies in Force	Building	% of Buildings	Amount of Coverage	
	Number	Amount	Covered	Dollar	Average
Pre-FIRM	3,865	6,877	56%	$833,401,600	$215,628
Post Firm	9,027	17,002	53%	$2,475,873,750	$274,274
Total	12,892	23,879	54%	$3,309,275,350	$256,692

4.6 Coverage Improvement Message

The following recommendations were made by the committee to promote the value of insuring one's property for damage by a flood:

1. Encourage evaluation of flood insurance for sufficient coverage, including that for contents, by renters, owners, nonresident owners and business owners in the repetitive loss areas.
2. Inform all residents that homeowner' insurance policies do not cover damage from flood.
3. Educate property owners and residents in repetitive loss areas of ways to reduce risk from flood which could lower flood insurance premiums.
4. Inform home buyers of the importance of knowing the flood risks and the availability of NFIP flood insurance.
5. Continue partnerships with community stakeholders in order to promote the understanding of how flood insurance works and ways to mitigate risk.

4.6. Priority Audiences

Some areas and people deserve more attention than others. For that reason, a Program for Public Information should identify priority areas and audiences that would receive different messages. After reviewing and assessing the flood hazard threats and flood insurance data, the PPI Committee continues to recommend the following priority audiences (Pas):

PA #1: is priority area #1, i.e., All residents, businesses, and visitors in the Florida Keys. As noted in Section 4, people are at risk everywhere. People throughout the Keys (including tourists) need to know about the flood hazard, evacuation and safety precautions, rules for construction, and protecting natural floodplain functions.

PA #2: is priority area #2, the repetitive loss areas. Repetitive loss area owners need information on ways to protect their properties from repeated flooding.

PA #3: is key professionals involved with real estate transactions. Real estate and insurance agents along with lenders need to know how to help protect house hunters and others looking for property by advising them of potential flood hazards and the benefits of flood insurance.

PA #4: the tourist industry. The ultimate audience is all tourists. However, they are hard to contact, and it is difficult for a centralized program to reach them all. Therefore, the audience for PPI materials would be the hotels, restaurants, and other businesses that deal directly with tourists. The PPI materials should advise these businesses to give tourists information on flood hazards, evacuation procedures, and flood safety measures.

PA #5: The electronic media, radio and television stations that cover the Keys. They should give listeners and viewers messages on the flood hazard, evacuation procedures, and flood safety measures.

PA #6: Building department customers, i.e., everyone considering a construction project, needs to know to hire a licensed contractor.

4.7. Current Outreach Efforts

The PPI Committee reviewed the outreach efforts currently being implemented by public agencies and private organizations. These are listed in Table 7, below.

Table 6. Current Outreach Projects

Agency/Organization	Project	Distribution Area	Type	When
Contractor Licensing Board	Licensed Contractor Advertisement	County-wide	Keys Weekly and Barometer Newspaper	Annual
FEMA	Various Brochures	County-wide	Building Department	Ongoing
FIRM	Property Insurance Users Guide	County-wide	FIRM Website	Ongoing
FIRM	Mitigation Workshops	County-wide	YouTube	Ongoing
Islamorada	EM Events	Islamorada	Booths	Annual
Islamorada	Newspaper Insert	Islamorada	Brochure	Annual
Islamorada	RL Brochure	Islamorada	Brochure	Annual
Islamorada, Marathon, Key Colony Beach, Key West, Layton, MOCO	Website	Islamorada, Marathon, Key Colony Beach, Key West, Layton, MOCO	Website	Ongoing
Key Colony Beach	Hurricane Season Letter	Key Colony Beach	Letter	Annual
Key Colony Beach	RL Area Letter	Key Colony Beach	Letter	Annual
Key West	RL Brochure	Key West	Brochure	Annual
Key West	Real Estate Brochure	Key West	Brochure	Ongoing
Key West	Website	County-wide	Website	Ongoing
Key West	Brochure to Lenders, Realtors, Insurance Industry	Key West	Brochure	Annual

Keys Weekly	Hurricane Guide	County-wide	Brochure	Annual
Layton	Flood Brochure	Layton	Brochure	Annual x2

Agency/Organization	Project	Distribution Area	Type	When
Layton	Target Group Letter	Layton	Letter	Annual
Marathon	Flood Brochure	Marathon	Brochure	Annual
MOCO Building	Facts on Flooding	MOCO Everyone	Brochure	Annual
MOCO Building	Repetitive Loss Outreach	MOCO RL Areas	Brochure	Annual
MOCO Building	Know Before You Buy Brochure	MOCO Realtors, Lenders, Insurance	Letter and Brochure	Annual
MOCO EM	Evacuation Signs	County-wide	Signs	Ongoing
MOCO EM	Protecting Paradise	County-wide	Newspaper Insert/ Citizen, Barometer, Keynoter	Annual
MOCO EM	Channel 76 Broadcast	County-wide	Television	Annual
MOCO EM	Various Presentations Monroe County EM	County-wide	Events	Annual
MOCO EM	Emergency Management Website	County-wide	Website	Ongoing
MOCO EM	Facebook	County-wide	Social Media	Ongoing
MOCO EM	Flood Brochure EM Events	County-wide	Monroe County EM	Various
MOCO PIO	Monroe County Media Book and Flood Brochure	Media	Media Blitz	Annual
NWS	Facebook	County-wide	Social Media	Annual
NWS Keys	Hurricane Program and Responding to Disasters	County-wide	Workshop	Annual
NWS Keys	Storm Spotting Class	County-wide	Workshop	2 Annual
NWS Keys	Florida Keys NWS Website/publications	County-wide	Website	Ongoing
NWS Keys	FB and Twitter	County-wide	Social Media	Annual
Publix	Hurricane Brochure	County-wide	Brochure	Ongoing
TDC	Prepared in Paradise	County-wide	Tourist Related Businesses	Ongoing
TDC	Tourist Industry Workshop	County-wide	Tourist Related Businesses	Annual
TDC	Facebook	County-wide	Social Media	Annual

An assessment of these current efforts concluded that they provide a lot of coverage on flood insurance and floodplain management issues, in addition to hurricanes and hazard topics. The

Committee felt that the following media would be the most effective and supportive of the PPI's messages.

News media

Media outlets distribute current weather conditions, warnings, evacuation and emergency response information as needed during and after approaching storms. Newspapers post an annual hurricane guide that includes information about warning systems, preparation for storms and storm safety.

It is important to note that there are no local TV news stations on the Keys and that all TV broadcast news comes from the mainland. The communication of pertinent local information becomes a challenge given the difference in the potential impact of storms on the mainland in comparison to those experienced in the Keys.

NWS Key West

Before hurricane season, NWS Key West provides outreach to educate residents and visitors of the potential dangers associated with hurricane season. The messages include ways to stay informed, prepare for storms and evacuate safely. NWS disseminates messages in the following ways:

- Hurricane Awareness Week
- Social media
- Booths at local events
- Various workshops
- Website information, brochures, videos, up-to-date weather

Tourist Development Council (TDC)

The Florida Keys TDC has a formal communication program that is closely coordinated with local emergency management officials. The TDC provides crucial information to ensure that visitors are able to safely exit the Florida Keys in the event a hurricane threatens the region. The TDC communicates their messages by:

- Hosting an annual "Hurricane Preparedness Workshop for the Tourism Industry "
- Posting hurricane information on the TDC website homepage for the duration of the hurricane season
- Social media posts to Facebook and Twitter
- Participation in the annual Media Blitz
- Distribution of the "Protecting Paradise" Brochure

KEYS TOURISM ADVISORY

The Florida Keys & Key West

This advisory is based on information and instructions from the National Hurricane Center, Florida Keys National Weather Service Office and Monroe County Emergency Management.

Compiled and transmitted by the Monroe County Tourist Development Council

Nov. 8, 2022 • 2:15 p.m.

Keys Remain Out of Watch or Warning Regions for Tropical Storm Nicole

FIRM (Fair Insurance Rates Monroe)

FIRM's outreach program has a strong emphasis on obtaining adequate insurance and the proper rating of risk. This grassroots organization has recently begun offering a series of workshops to help residents understand insurance and the value of mitigation. An "Insurance Users Guide" is posted on the FIRM website in addition to other valuable information related to purchasing flood insurance coverage. FIRM also maintains a YouTube channel with videos on mitigation.

Monroe County Emergency Management
The Monroe County Emergency Management Division is responsible for the coordination of response to storm events in all of Monroe County. The Division actively promotes storm safety, preparedness, warning, shelters, and evacuation plans. A variety of methods is employed for delivering relevant information regarding storm events, and preparedness including:

- Interactive Website
- Booths at local events
- Publications in local newspapers
- Alert notifications
- Social media

Alert!Monroe

UF/IFAS Extension Monroe County
The Monroe County Extension Office is dedicated toward serving Monroe County by providing objective information to individuals, businesses, and agencies for better decision making and by creating programs and services that provide learning opportunities that empower people to improve their lives.

The UF Extensions Office has supported the PPI effort since the Program's beginning; and continues to participate on the PPI Committee and is a Stakeholder for the Flood Facts Brochure.

UF | IFAS Extension
UNIVERSITY of FLORIDA

Communities
The committee also reviewed additional projects currently being implemented by the participating jurisdictions. These projects were largely put in place to meet the CRS and NFIP objectives that include mailers to everyone, the SFHA, repetitive loss areas, insurance agents, realtors, and lenders. Other efforts include outreach via messages on websites and social media, and the distribution of publications at events and public buildings.

5. Outcomes and Messages

The committee came to the following conclusion: Despite the abundant and even redundant messaging in Monroe County by the public and private sector, gaps would continue to exist in communicating important without the current projects implemented by communities as recommend by the PPI Committee. The jurisdictions are doing a good job of filling these gaps.

The primary objective of the PPI is to encourage people to change their behavior. In order to achieve this behavioral change, the committee selected the outcomes, i.e., what they wanted to actually change. Outcomes are indicators, not exact measures of the success of these campaigns. Progress toward the outcomes will be tracked and reported at the annual committee meeting.

The outcomes and messages recommended by this PPI report are in Table 8 on the next page

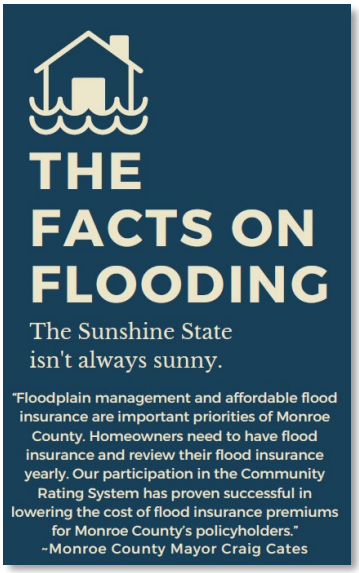
Table 8. Topic, Outcome and Messages

Topic Outcome Message	PA #1 Everyone	PA #2 Rep Loss Areas	PA #3 Key Professionals	PA #4 Tourist Industry	PA #5 Media	PA #6 Permit Customers
1. Know your flood hazard						
Outcome: Everyone evacuates when told						
Message: All areas of the Keys are subject to a flood hazard	✓			✓	✓	
Outcome: Increased requests for map information						
Message: Find out what FEMA mapped flood zone you are in	✓		✓			
Outcome: Residents in repetitive loss areas are aware of the hazard						
Message: Your property is in an area that has repetitively flooded		✓				
2. Insure your property						
Outcome: Improved flood insurance coverage						
Message: Call your agent to discuss your coverage	✓	✓	✓		✓	
3. Protect your property from the hazard						
Outcome: Increase in requests for mitigation assistance						
Message: Contact your community for flood protection assistance	✓		✓		✓	
Outcome: Increase in the number of permits for mitigation projects						
Message: *Elevate your equipment above the flood level		✓				
4. Protect people from the hazard						
Outcome: Increase in the number of peoples signed up to receive alerts.						
Message: Sign up for alerts	✓		✓	✓	✓	
Outcome: Everyone evacuates when told						
Message: Prepare a flood evacuation plan		✓				
5. Build responsibly						
Outcome: Fewer cases of unpermitted work						
Message: Check with the Floodplain Official before planning a project	✓	✓	✓		✓	
6. Protect natural floodplain functions						
Outcome: Increase in reports of illegal activities						
Message: Keep natural areas undisturbed	✓		✓			
Message: Report illegal dumping or clearing		✓			✓	
7. Building mitigation						
Outcome: Decrease in the number of insurance claims						
Message: Learn about mitigation options and available mitigation programs	✓	✓	✓		✓	
8. Hurricane evacuation – 1						
Outcome: Everyone evacuates when told						
Message: Know your evacuation zone number	✓	✓	✓	✓	✓	
9. Hurricane evacuation – 2						
Outcome: Everyone evacuates when told						
Message: Get a mobile flood app on your phone	✓	✓	✓	✓	✓	
10. Licensed Contractors						
Outcome: Fewer cases of unpermitted work						
Message: Hire only licensed contractors	✓	✓	✓		✓	✓

*Each community can add the required elevation above flood level

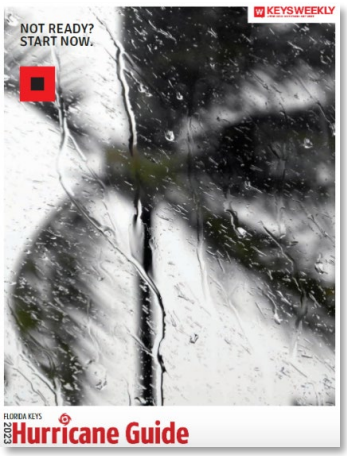
6. Delivering the Messages

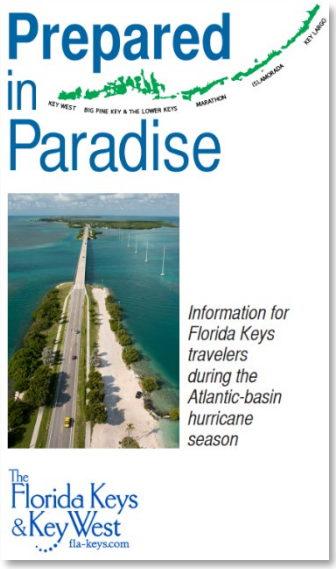
The committee has recognized that an effective program for communication must be concise and progressive and should take into consideration current trends in the way people get their news. A variety of message delivery methods were discussed. The committee has determined that the following six means of delivery will most effectively reach the primary target audience.



Direct Mail Brochures & Letters –
Direct mail is an effective means of communication for audiences such as the SFHA and the repetitive loss areas. This focuses on the hazards specific to these areas and can be integrated with Web and social media in an effort to direct the recipient to more detailed discussion of topics most important to each of the areas. Brochures and letters can also provide contact information to aid in contacting local officials. The use of QR codes will also be incorporated to solicit the reader's active participation.

Informational material in public places –
Target audiences were described in some instances as "customers" who frequent businesses or local governments and other public places. Informational material is useful for the tourist industry and residents in order to communicate potential hazards, preparedness and evacuation procedures during hurricane season. Materials placed in many different locations that convey the same messages are likely to have a very high saturation rate for diverse audiences.





Public workshops –
Annual workshops held with the media, tourist industry and local residents provide 2-way communication between the target groups and local officials. Stakeholders often hold workshops in conjunction with emergency management to convey messages in a unified way.

Booths at events –
Events and outdoor activities are popular and well attended in the Florida Keys by both residents and visitors alike. Local emergency management departments as well as stakeholders such as the NWS place booths at major festivals and events.

NATIONAL WEATHER SERVICE

EMERGENCY MANAGEMENT
MONROE COUNTY, FL

TV –
Monroe County does not have local news reporting TV stations. All news is sent from neighboring counties. Since television is still the number one source of news, it is imperative that the media in the surrounding areas be kept abreast of local conditions. Monroe County conducts a "Media Blitz" on an annual basis to ensure that the media has current emergency and contact information. The TV stations are provided with both written and digital material. Monroe County does have TV Channel 76, a local outlet that broadcasts public meetings and pre-recorded material.

Internet websites –
Today, an overwhelming number of people, including seniors, search the Internet for news and events. Search engines are used as a means to obtain immediate answers to questions and current events. Currently, the only news source outranking the Internet is TV. Locally maintained websites on the Internet can offer readers much more in-depth information regarding the flood hazard, how to prepare for a weather event, protecting property and lives, and a vast array of other flood- related topics. Website information is easily kept up-to-date with the most current information. This is a distinct advantage over printed materials that become quickly outdated and obsolete. In fact, most printed material provides website addresses and tells the reader to "go" to the site for more information.

Social and mobile media –
Social media is an essential tool for emergency management. It allows emergency management to communicate with our community and share information quickly and efficiently. A Pew Research Center study conducted in 2021, the study states that; "Fully 81% of Americans get at least some of this news through websites, apps or social networking sites. And this digital news intake is increasingly mobile. Among those who get news both on desktop computers and mobile devices, more than half prefer mobile."

7. Outreach Projects

Based on the public information needs assessment and the review of current outreach projects in section 4, the PPI Committee endorsed the current projects and recommended improvements to some. The projects will include priority messages that encourage taking actions to produce the outcomes identified in Table 8.

Table 7. Planned Outreach Projects

OP	Project	Topic/Message									
		1	2	3	4	5	6	7	8	9	10
1	Facts on Flooding Brochure	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
2	Repetitive Loss Area Brochure	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
3	Know Before You Buy Brochure	✓	✓			✓		✓		✓	✓
4	TDC Hurricane Confab	✓		✓					✓		
5	Licensed Contractor Signs										✓
6	Media Blitz / Flood Brochure	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
7	Brochures in Permitting Department	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
8	Keys Weekly Hurricane Guide				✓				✓	✓	✓
9	KW Licensed Contractor Notice										✓
10	Evacuation Signs			✓							
11	Channel 76 Monroe County TV				✓				✓	✓	
12	Social Media	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
13	EM County-wide Events/Flood Brochure	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓

The main goal of the PPI is to develop a coordinated approach to the communication of public information. This is accomplished by delivering unified messages from multiple sources directed to priority audiences. In order to ensure that there is unified messaging throughout the communities' public information; recommendations are made for the following activities:

Map Information Service: Providing accurate hazard information is a vital component in the continuing effort to protect lives and property. All jurisdictions will publicize the availability of personal assistance provided by the FIRMs and understanding other risks associated with flooding and other special flood related hazards. The PPI Committee recommends that, where applicable, the information provided by each community should include the items underlined:

- All FIRM panel information
- FIRM zone and base flood elevation
- Coastal High Hazard Area
- Coastal Barriers Resources Act areas
- A note that even if a property is outside the SFHA, all parts of the Florida Keys are subject to flooding from a large storm
- Preserved wetlands
- Species focus area

Hazard Disclosure: Realtors and prospective buyers are of special concern to all of Monroe County and are identified by the PPI as a priority audience. The PPI Committee recommends that real estate agents be sent a brochure to give to customers looking to purchase property. The brochure advises the buyer to contact their local floodplain official to "Know Before You Buy." Realtors should also receive a publication endorsed by the National Association of Realtors and FEMA outlining what they should know and say to customers about flood risk and flood insurance.

Website: As discussed earlier, the Internet is fast becoming one of the primary means in which people access news and information. Websites allow for more in-depth exploration into topics of concern to each audience reader and can be tailored to local conditions. The PPI Committee recommends that all four communities' websites and Monroe County Emergency Management website include links to other websites that have more detailed information on the PPI's priority topics and messages.

The websites should be checked monthly to ensure the links are still working. They should be updated annually to reflect the changes recommended by the PPI committee during the annual evaluation process.

Flood Protection Assistance: One of the priority messages determined by the committee is mitigation for flood prone structures. Flood protection messages are included in the outreach to residents of the repetitive loss areas and SFHA. The outreach projects proposed in this PPI should include reminders that property owners are encouraged to call their community's floodplain official for assistance with flood and repetitive flooding issues on their property.

The staff providing the assistance should remind everyone that they face a flood hazard regardless of their location. They should encourage property owners to consider mitigation efforts both large and small in order to reduce flooding loss. They should also promote those retrofitting measures that can impact flood insurance premiums.

Drainage Maintenance: The State of Florida regulation prohibits dumping of non-solid waste in any waterway and all local jurisdictions have local codes that prohibit dumping of solid waste on any property, whether privately or publicly owned. One of the PPI priority messages is to encourage citizens to report illegal dumping. That message should be included in all outreach projects possible, including those disseminated to all people, not just those going to the SFHA or repetitive loss areas.

Table 10 identifies the annual projects that the committee decided would most be appropriate to deliver the important messages outlined in Table 8. Many of the projects are endorsed by locally recognized stakeholders and community elected officials. Some of the projects were already being implemented while others were created to fill "gaps" recognized by the committee.

Table 8 Annual Public Information Projects

Projects	Assignment	Delivery	Schedule	Stakeholder
OP 1. Facts on Flooding Brochure	CRS Coordinator	Mailed to everyone	June	UF Extensions
OP 2. Repetitive Loss Brochure	CRS Coordinator	Mailed to RLAs	June	FIRM
OP 3. Know Before You Buy	CRS Coordinator	Key real estate professionals, i.e. lenders, insurance and real estate agents	June	FIRM
OP 4. TDC Hurricane Workshop	TDC, MOCO PIO, NWS	Workshop Tourist Industry	May	NWS
OP. 5. Licensed Contractor Signs	MOCO	Permitting customers	Ongoing	
OP 6. Media Blitz	TDC, MOCO PIO, NWS	Face to Face meetings with all media	May	NWS
OP 7. Brochures Permitting Dept.	CRS Coordinator	Displays public places	Ongoing	UF Extensions
OP 8. Keys Weekly Hurricane Guide	Hurricane Guide	60K Distributed to all businesses county-wide	Ongoing	Keys Weekly
OP 9.KW Licensed Contractor Notice	MOCO	Building Department Hurricane Guides	May	Contractor License Board
OP 10. Evacuation Signs	MOCO EM	120 Miles of US 1	Ongoing	
OP 11. Channel 76 MOCO TV	MOCO EM	Local TV Broadcast	Hurricane Season	
OP 12. Social Media	MOCO PIO	Facebook and NextDoor	Ongoing	
OP 13. County-wide Events	MOCO EM	Booth at Events	5 Various Events	UF Extensions

Note: OP #1 is endorsed by elected officials

The committee acknowledged that different types of projects are more effective than others for reaching priority audiences. Table 11 demonstrates the project types. The project types are:

Targeted projects (T) – Projects distributed directly to all the members of a priority audience. The messages clearly explain that the recipient is receiving the messages because he/she is part of a priority audience.

General Outreach Projects (G) – These are newspaper articles, signs, tweets, presentations, etc. that reach out to the audiences, but don't necessarily reach all the members.

Informational Projects (I) – Typically these are brochures, flyers and similar documents that are in a public place or made available on request. Unlike General Outreach, the audience has to seek out the messages in Informational Projects. For CRS purposes, websites are considered to be informational projects.

Table 9. Type of Project

Projects	PA #1 Everyone	PA #2 Rep Loss Areas	PA #3 Key Professionals	PA #4 Tourist Industry	PA #5 Media	PA #6 Permit Customers
Facts on Flooding Brochure	T					
Repetitive Loss Area Brochure		T				
Know Before You Buy Brochure			T			
TDC Hurricane Confab				G		
Licensed Contractor Signs						G
Media Blitz / Flood Brochure					G	
Brochures in Permitting Department				G		
Keys Weekly Hurricane Guide	I					
KW Licensed Contractor Notice	G					
Evacuation Signs	G					
Channel 76 Monroe County TV	G					
Social Media- FB and ND	G					
County -wide EM Events	G					

8. Flood Response Projects

Projects in Table 10 are to be implemented every year. They convey flood protection measures that are appropriate for motivating people to take steps to protect themselves and their property from damage prior to a flooding event. Flood response messages are delivered just prior to, during, and after a storm or flood. The messages typically tell people to take short term precautions to prepare for and recover from an event. The committee reviewed and made minor updates to response outcomes and messages in Table 12 on the next page:

Table 10. Flood Protection Messages for All Monroe County Communities

Timing	Topic Outcome Messages	Everyone in the Keys	Visitors	Businesses	Mobile home residents	Returning residents	Permit applicants
Threatening storm or flood	**1. Know your hazard**						
	Outcome: Reduced number of rumor related calls to hotline						
	Message: Know where to turn for reliable and up-to-date information		✓	✓		✓	
	Message: Sign up for alerts @ Monroecountyem.com	✓			✓		
	3. Protect property from hazard						
	Outcome: Less damage from flying debris						
	Message: Trim your trees and bring in outdoor furniture	✓			✓		
	Message: Put shutters or plywood on windows			✓			
	Outcome: Visitors stay informed and evacuate as asked						
	Message: Visit the Florida Keys Website		✓	✓			
	4. Protect people from hazard						
	Outcome: People follow evacuation procedures						
	Message: Evacuate if told to do so		✓	✓			
	Message: Mobile home residents must evacuate for all hurricanes	✓			✓		
	8. Hurricane evacuation						
	Outcome: People evacuating don't get stranded						
	Message: Do not get on the road without a chosen destination	✓	✓	✓	✓		
	9. Hurricane preparedness						
	Outcome: Mobile homes do not become debris						
	Message: Check your mobile home tie-downs				✓		

Timing	Topic Outcome Messages	Everyone in the Keys	Visitors	Businesses	Mobile home residents	Returning residents	Permit applicants
After a storm or flood	**2. Insure your property**						
	Outcome: People buy insurance						
	Protect yourself from the next flood with flood insurance	✓		✓	✓		✓
	4. Protect people from hazard						
	Outcome: People stay safe						
	Message: Monitor TV, Radio and internet for when is it safe to re-enter	✓	✓	✓	✓	✓	
	Outcome: Access to information from mobile device						
	Message: Check-in with family and friends by texting or social media	✓	✓	✓	✓		
	5. Build responsibility						
	Outcome: Flooded buildings properly repaired						
	Message: Hire a licensed contractor			✓	✓	✓	✓
	Message: Contact local floodplain official for information on regulation	✓					
	7. Building Mitigation						
	Buildings built or repair stronger and safer						
	Message: Contact the local floodplain official about grants to rebuild.	✓		✓			
	Message: Talk to your insurance agent. Your flood policy could help with the cost to elevate your building.					✓	✓

Based on the public information needs assessment in Section 4 and review of current flood response projects, the PPI Committee concluded that the projects listed in Tables 13 continue to be appropriate and relayed priority messages that are consistent with the finding of the assessment. As with the annual public information projects, the committee found that many of the existing project's relay and repeat the important messages for flood response both before and after a storm or flooding event.

The committee also determined that along with the priority topics of know your hazard, insure your property, protect your property and people, that special attention should be given to 3 additional topics, which are hurricane evacuation, hurricane preparedness and building mitigation. The desired outcomes and messages are included in Table 12.

Table 11. Flood Response Planned Projects

FRP	Project	Topic/Message								
		1	2	3	4	5	6	7	8	9
1	News Releases	✓	✓	✓	✓	✓		✓	✓	✓
2	Social Media	✓	✓	✓	✓	✓		✓	✓	✓
3	MOCO EM Website	✓	✓	✓	✓			✓	✓	✓

Since pre-event projects need to be delivered quickly and reach as many audiences as possible, the committee continues to support unified messages delivered via TV new, radio, internet and social media. The information delivered by these methods can be updated quickly to reflect current conditions. The communities in the FL Keys coordinate with the NWS Key West, the TDC and the Monroe County Emergency Management Director and the Monroe County PIO to ensure that messages are consistent.

Table 14 identifies the projects that the committee decided would be appropriate to deliver the important messages when preparing for a storm event and to help with the recovery efforts.

Table 12. Flood Response Project Delivery

Projects	Assignment	Delivery	Stakeholder
FRP 1. News Releases	MOCO PIO NWS	Everyone Visitors Businesses Mobile home residents	NWS
FRP 2. Social Media	MOCO PIO NWS TDC	Everyone Visitors Businesses Mobile home residents	NWS TDC
FRP 4. MOCO EM Website	MOCO PIO	Everyone Visitors Businesses Mobile home residents	NWS

Flood response messages will be disseminated as deemed appropriate by the Monroe County Emergency Manager and the Monroe County Public Information Officer (PIO). Jurisdictions and TDC will support and mirror the projects and messages. The general projects are listed in Table 14. The Monroe County Public Information Officer in conjunction with the County Division of Emergency Management will work together to update the flood response projects annually just prior to hurricane season.

FRP #1 News Release – The MOCO Emergency Manager and the MOCO PIO will identify which news releases will include the messages in Table 10.

FRP #2 Social Media Messages and Posts – The MOCO Emergency Manager, MOCO PIO, TDC and NWS Key West will coordinate posts on Facebook and tweets on Twitter. The messages will be repeated and updated to reflect current conditions.

FRP #3 MOCO Website – All messages for residents and visitors will be repeated on the MOCO website. All jurisdictions are encouraged to provide links to the MOCO website with the goal being unified and constant messages appropriate for the flood event.

It was concluded that although most of the projects and messages would be appropriate for all audiences, there are certain audiences that need to be reached with specific messages. Table 15 below is an accounting of the types of projects deemed most effective in reaching the target audiences. The description of each type of project is included in the narrative prior to Table 11.

Table 13. Type of Flood Response Project

FRP	Project	Everyone in the FL Keys	Visitors	Businesses	Mobile home residents	Returning residents	Permit applicants
1	News Releases	T	T	T	T		
2	Social Media	G	G	G	G	G	G
3	MOCO EM Website	G	G	G	G	G	G

9. Implementation and Evaluation

The PPI committee will meet once each year in November or early December to review activities and evaluate the program. At the Committees request, the meeting months may be shifted if necessary due to storm events or other foreseen circumstances.

The Committee will review the following outcomes:

- Requests for FIRM information
- Numbers of flood insurance policies, by category
- Flood protection assistance request
- Number of permits for mitigating floodprone property
- Number of people registered for alerts
- Evaluation of code cases for flood related unpermitted work
- Code cases for illegal dumping or clearing
- Number of mitigated repetitive loss structures

PPI committee will also review insurance coverage trends and evaluate projects. An evaluation report will be prepared and sent to the governing boards of each jurisdiction and submitted with each jurisdiction's annual recertification. Where the evaluation indicates, revisions are warranted, such as replacing a project or redirecting messages, the committee will vote to adjust the projects accordingly.

In the years where there is a storm event the committee will review emergency management after action reports to evaluate:

- Evacuation statistics including occupancy of shelters and traffic counts on US 1 if available
- General information on the extent of flooding
- General information on injuries and property damage
- Statistics on flood-related construction and violations for unpermitted work

Every five years, the entire PPI will be updated, and insurance coverage evaluated.

Council Communication

To: Mayor and Village Council
From: Maria Bagiotti, Founders Park Director
Date: November 7, 2023
SUBJECT: **Resolution Approving Agreement with RJS Design Consultants LLC to Provide Professional Services and Project Management for the Founders Park Pool Resurfacing Project - TAB 13**

Background:
Islamorada Founders Park, located at 87000 Overseas Highway, is the center of the Village's Parks and Recreation system, offering sports programs, recreational programs and facilities, sports coaching and training, and facilities for aquatics, golf, soccer, baseball, pickleball, tennis, volleyball, swimming and basketball. The Ron Levy Aquatic Center in Founders Park has an Olympic size competitive swimming pool measuring 50 meters by 25 yards with a dive well. The depth ranges from 4 ft to12.6 feet. The pool volume is 671,940 gallons and has a bathing load of 371. The pool has eight (8) lap lanes that can be oriented to 25 yards or 50 meters. The diving well consists of two (2) three-meter boards and two (2) one-meter boards. The Aquatic Center also has a splash pad, slide feature, mechanical room, surge tank, sand filtration system, chlorination system, heat pumps, and locker rooms with enclosed showers and restrooms.

Construction of the Aquatic Center was completed in 2001. Due to age, the pool surface is deteriorating. Visible signs of plaster and concrete spalling, discoloration, rust stains, roughness, minor cracks, tile cracks, uneven deck surface, and leaks are occurring as indicated by increasing water bills for the facility. Resurfacing and renovation of the facility are required to address the issues. The locker room facilities including floors, bathroom fixtures, showers and storage cabinets are aged, and upgrades are needed for improved function, cleanliness and the comfort of visitors. Furthermore, the addition of a lifeguard office/first aid station within the footprint of the current restroom facilities is needed and is proposed to be included in the renovation.

While Village staff are able to identify that problems exist, staff does not have the expertise and experience to identify all of the issues and needs associated with resurfacing and repairing an Olympic size swimming pool and renovations of the facilities. For this reason, the Village released RFP 23-08 to solicit sealed proposals from consulting firms, construction contractors, and/or engineers who specialize in or have experience in large commercial pool resurfacing and renovation projects. The scope of work includes an evaluation of the current conditions, creation of a scope of work to complete the renovation project, assistance with a competitive bid process to hire a construction contractor, services as project manager for the renovation and construction, and providing overall advice and guidance to Village staff (the "Project").

Due to the type of services sought through RFP 23-08, the State of Florida's Competitive Consultants Negotiation Act ("CCNA") was applied, and cost was not considered during the evaluation of the qualifications of the proposers. Consideration was given to each firm's organization, experience, qualifications, staffing, location, similar experience and proposed timeline for completion of the project. RJS Design Consultants, LLC ("RJS") was the firm recommended by the RFP 23-08 Evaluation Committee.

On August 17, 2023, the Village Council adopted Resolution No. 23-08-92 approving the ranking of the RFP 23-08 Evaluation Committee and authorizing the Interim Village Manager and/or his designee and the Village Attorney to enter into negotiations with RJS.

Analysis:

RJS provided an updated proposal that includes a schedule of fees for each phase of the Project. The timeline and other details of the updated proposal are the same as the original proposal in response to RFP 23-08. The total project cost provided in the updated proposal is $189,100.00. The updated proposal is provided as Exhibit "1" to the proposed resolution. The services to be provided are summarized as follows:

The Evaluation and Design Phase at a total cost of $122,900.00 includes project kickoff meeting, identification of current issues and repair work needed, complete schematic design documents, complete design development documents, complete construction documents, prepare a cost estimate and project time schedule and assist with permitting. Timeframe: up to 16 weeks while the pool remains open.

During the Bid Phase at a total cost of $18,900.00 RJS will complete a bid package, assist with the distribution of the bid and responses to inquiries, conduct a pre-bid meeting, review and assist with evaluation of bids, make inquiries of references. Timeframe up to nine weeks while the pool remains open.

The Construction Administration and Management Phase $47,300.00 includes a preconstruction conference, establishment of commencement date and construction schedule, provide any review and clarification of shop drawings, review and approve all work of contractor, conduct meetings, provide progress reports and review invoices. During this phase there will be at least two site visits per week and regular communication and coordination with the Village. Timeframe up to 30 weeks during which the pool would be closed.

Adoption of the proposed resolution would approve the Agreement with RJS and authorize the Interim Village Manager to execute the Agreement and expend budgeted funds for the Professional Services for the Project.

Budget Impact:

The approved FY 2023-2024 budget for the Parks and Recreation Department Professional Services expenditure account in the General Fund is $480,800.00 and tentatively included $100,000.00 for these services in the fiscal year. If total actual expenditures exceed the budget by the end of the fiscal year, a budget amendment would be presented to the Village Council for approval.

Staff Impact:

The Founders Park Director would be the primary staff member to coordinate and oversee the services provided through the Agreement.

Recommendation:
It is recommended that the Village Council adopt the proposed resolution, thereby approving the Agreement with RJS for the Professional Services and Project Management for the Founders Park Pool Resurfacing Project and authorizing the Interim Village Manager execute the Agreement.

Attachments:
1. Resolution - Prof Svcs and Project Mgmt for Pool Resurfacing Project
2. Exhibit 1 to Reso-Agreement for Prof Svcs and Project Mgmt for Pool Resurfacing Project
3. Exhibit A to Agreement-RJS Proposal and Project Timeline Updated 2023-10-25

RESOLUTION NO. 23-

A RESOLUTION OF THE VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA, APPROVING AN AGREEMENT WITH RJS DESIGN CONSULTANTS LLC TO PROVIDE PROFESSIONAL SERVICES AND PROJECT MANAGEMENT FOR THE FOUNDERS PARK POOL RESURFACING PROJECT; AUTHORIZING THE VILLAGE MANAGER TO EXECUTE AN AGREEMENT; AUTHORIZING EXPENDITURES; AND PROVIDING AN EFFECTIVE DATE

WHEREAS, Islamorada, Village of Islands, Florida (the "Village") operates and maintains an Olympic size competitive swimming pool with a diving well (the "Pool") at the Ron Levy Aquatic Center in Founders Park that was constructed in 2001; and

WHEREAS, the Pool surface shows signs of deterioration with plaster and concrete spalling, discoloration, rust stains, roughness, minor cracks, tile cracks, uneven deck surfaces, and known leaks; and

WHEREAS, the Aquatic Center locker room facilities including floors, bathroom fixtures, showers and storage cabinets are aged; upgrades are needed for improved function, cleanliness and the comfort of visitors; and

WHEREAS, the addition of a lifeguard office/first aid station within the footprint of the current restroom facilities is needed and is proposed to be included in the renovation; and

WHEREAS, to evaluate of the current conditions, create of a scope of work for a pool resurfacing project for the Olympic size pool and renovations of the locker room facilities at the Ron Levy Aquatic Center in Islamorada's Founders Park (the "Project") the Village requires specialized professional construction administration and project management services; and

WHEREAS, on May 10, 2023, the Village issued Request for Proposals (RFP) 23-08 in accordance with Sec. 2-327(b) and (c)(4) of the Village's Purchasing Guidelines in the Village Code of Ordinances to solicit sealed proposals from consulting firms, construction contractors, and/or

engineers who specialize in or have experience in large commercial pool resurfacing and renovation projects; and

WHEREAS, the Village received two (2) proposals in response to RFP 23-08 following the advertising period from May 10, 2023 through July 13, 2023; and

WHEREAS, on August 17, 2023, the Village Council adopted Resolution No. 23-08-92, thereby approving the ranking and recommendation of the Evaluation Committee (the "Committee") and authorizing negotiations of an Agreement with RJS Design Consultants LLC ("RJS"); and

WHEREAS, an updated proposal with a cost schedule for an amount of One Hundred Eighty Nine Thousand One Hundred and 00/100 ($189,100.00) provided by RJS was utilized to draft an Agreement, attached hereto as Exhibit "1"; and

WHEREAS, the Village Council finds that approval of the Agreement with RJS for the Project Services 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 with RJS Design Consultants LLC, provided hereto as Exhibit "1", for the Professional Services and Project Management for Olympic Size Pool Resurfacing Project.

Section 3. Authorization of Village Officials. The Village Manager is authorized to execute the Agreement on behalf of the Village, to execute any required documents to implement the terms and conditions of the Agreement, and to execute any extension and/or amendments to the Agreement, subject to approval as to form and legality by the Village Attorney.

Section 4. Approval 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 Project.

Section 5. **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, INTERIM VILLAGE ATTORNEY

AGREEMENT

THIS IS AN AGREEMENT, dated the day of , 2023, between:

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

and

RJS Design Consultants LLC.
a Florida Limited Liability Company. 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 I. 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.

Section 1.01 The VILLAGE is in need of an independent experienced contractor to provide professional services and project management services to evaluate the current conditions and create a scope of work for a pool resurfacing project for the Olympic size pool and renovations of the locker room facilities at the Ron Levy Aquatic Center in Islamorada's Founders Park in a timely and responsive timeframe (the "Project").

Section 1.02 On May 10, 2023, the VILLAGE issued Request for Proposals No. 23-08 for the Project, including all Exhibits and subsequently issued Addenda (the "RFP").

Section 1.03 On July 13, 2023, the VILLAGE received a proposal from CONTRACTOR, for completion of the Project as expressed in the RFP.

Section 1.04 The evaluation committee evaluated and ranked the proposal in accordance with the RFP and determined that CONTRACTOR was a the highest ranked, responsive and responsible proposer for the Project.

Section 1.05 On August 17, 2023, the Village Council of Islamorada, Village of Islands (the "Village Council") adopted Resolution No. 23-08-92, approving the ranking of the evaluation committee and authorizing the Village to negotiate an Agreement with CONTRACTOR for the Project.

Section 1.06 The Village negotiated with CONTRACTOR and mutually agreed upon the terms contained in this Agreement.

Section 1.07 On November 7, 2023, the Village Council adopted Resolution No. 23-11-xx, approving this Agreement with CONTRACTOR for the Project.

Section 1.08 VILLAGE and CONTRACTOR desire to enter into this Agreement for the completion of the Project in accordance with the RFP and on the schedule set forth in ARTICLE 3 entitled "TIME FOR COMPLETION".

Article II. SCOPE OF WORK

Section 2.01 CONTRACTOR shall furnish all necessary expertise, personnel, tools, materials, equipment and supervision, to perform all of the work for the Project described in the RFP, and the Proposal, a copy of which is attached hereto and specifically made a part of this Agreement as Exhibit "A".

Section 2.02 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 personnel to perform the services to be provided by CONTRACTOR for the Project pursuant to the terms of this Agreement.

Section 2.03 CONTRACTOR assumes professional and technical responsibility for performance of its services to be provided hereunder in accordance with applicable recognized professional standards.

Section 2.04 None of the work or services under this Agreement for the Project shall be subcontracted by CONTRACTOR, unless CONTRACTOR obtains prior written consent from the VILLAGE. Approved subcontractors shall be subject to each provision of this Agreement and CONTRACTOR shall be responsible and indemnify the VILLAGE for all subcontractors' acts, errors or omissions.

Article III. TIME FOR COMPLETION

Section 3.01 The CONTRACTOR shall commence work as directed by the VILLAGE and in accordance with a Project Timeline. The Project Timeline shall be based upon the timeline as stated in Exhibit "A". CONTRACTOR shall complete all work in a timely manner in accordance with the Project Timeline or be subject to liquidated damages pursuant to Section 3.03.

Section 3.02 Anything to the contrary notwithstanding, minor adjustment to the Project timeline 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.

Section 3.03 VILLAGE and CONTRACTOR recognize that time is of the essence with respect to the completion of the Project and VILLAGE would suffer financial loss if the Project is not completed within the time specified in the timeline for completion set forth in Exhibit "A" as mention above, subject to adjustments of such timeline as approved by the Village as provided in the RFP and Proposal. VILLAGE and CONTRACTOR also recognize the expense and difficulties involved in proving with reasonable certainty the actual loss or damage suffered by VILLAGE if the Project is not completed on time. Accordingly, in lieu of requiring any such proof, VILLAGE and CONTRACTOR agree that, as liquidated damages for delays, or early termination of the Agreement, CONTRACTOR shall pay VILLAGE, in addition to any other damages and/or remedies to which VILLAGE may be entitled, the dollar amount equal to six one hundredths of a percent (0.06%) per day of total Contract Price (as defined below) for each calendar day within the first fifteen (15) days after the final completion date set forth in the timeline where the CONTRACTOR fails to reach final completion in accordance with the RFP and Proposal attached hereto as Exhibit "A" or in the event of early termination of the Agreement, for each calendar day within the first fifteen (15) days from termination to the stated completion date. For each calendar day after the first fifteen days following the final completion date provided in the timeline where the CONTRACTOR fails to reach final completion in accordance with the RFP and Proposal the VILLAGE shall be entitled to the dollar amount equal to one tenth of one percent (0.1%) per day of total Contract Price until the CONTRACTOR achieves final completion with respect to a delay or in the event of earlier termination of the Agreement, for each calendar day after the first fifteen days from termination to the stated final completion date, the Village shall be entitled to the dollar amount equal to one tenth of one percent (0.1%) per day of total Contract Price. CONTRACTOR further agrees that the amount of liquidated damages assessed pursuant to this paragraph is reasonable and does not constitute a penalty. Although the parties recognize the difficulty of proving the loss or damage suffered by the VILLAGE due to delay or early termination, the CONTRACTOR acknowledges and agrees that the amount of liquidated damages approximate the loss anticipated at the time of execution of this Agreement.

Article IV. CONTRACT PRICE, GUARANTEES AND WARRANTEES

Section 4.01 The VILLAGE hereby agrees to pay CONTRACTOR for the faithful performance of this Agreement, for work completed in accordance with the Proposal attached hereto as Exhibit "A", and as directed by VILLAGE. Prices for work completed by the CONTRACTOR shall be as reflected in Exhibit "A". A total contract price hereto is referred to as Contract Price and shall not exceed **One Hundred Eighty-nine Thousand One Hundred and no/100 Dollars ($189,100.00).**

Section 4.02 The VILLAGE will make payments to CONTRACTOR for completed and proper work and in the amounts stated in Exhibit "A" in accordance with the Local Government Prompt Payment Act in Chapter 218, Florida Statutes.

Section 4.03 The CONTRACTOR shall guarantee all portions of the Project against poor workmanship and faulty materials for a period of twelve (12) months after final payment and shall immediately correct any defects which may appear during this period upon notification by VILLAGE.

Section 4.04 The CONTRACTOR shall specify warranty duration and guidelines, inclusions and exclusions for all products.

Section 4.05 The making and acceptance of the final payment shall constitute a waiver of all claims by the CONTRACTOR other than those arising from requirements of the specifications.

Section 4.06 CONTRACTOR is prohibited from placing a lien on the Village's property. This prohibition applies to; inter alia, all sub-contractors and suppliers and labors.

Article V. CONTRACTOR'S LIABILITY INSURANCE/BOND

Section 5.01 The CONTRACTOR shall not commence work under this Agreement until CONTRACTOR has obtained all insurance required under this Article 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.

Section 5.02 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.

Section 5.03 Financial Ratings of the insurers must be no less than "A" in the latest edition of "Bests Key Rating Guide", published by A.M. Best Guide.

Section 5.04 Insurance shall be in force during the term of this Agreement. In the event the insurance certificate provided indicates that the insurance shall terminate and lapse during the period of this Agreement, 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 Agreement 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.

Section 5.05 Comprehensive General Liability insurance to cover liability bodily injury and property damage. Exposures to be covered are as follows: 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, including Premises Operation, Products and Completed Operations, Blanket Contractual Liability, Personal Injury Liability, Expanded Definition of Property Damage - $1,000,000 combined single limit;

(c) Professional Liability Insurance in an amount of not less than One Million Dollars ($1,000,000.00) per occurrence, single limit; and

(d) 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.

Contractor shall obtain all necessary endorsements to support these requirements.

The insurance provided by the contractor shall apply on a primary basis. Any insurance, or self-insurance, maintained by the Village shall be excess of, and shall not contribute to, the insurance provided by proposer.

The insurance maintained by the contractor shall apply on a first dollar basis without application of a deductible or self-insured retention. The contractor shall pay on behalf of the Village or the Village's council members, officials, officers, agents and employees any deductible or self-insured retention applicable to a claim against the Village or the Village's council, officials, officers, agents and employees.

Section 5.06 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 the Project and name the VILLAGE as an additional insured under their policy.

Section 5.07 The VILLAGE reserves the right to require any other insurance coverage it deems necessary depending upon the exposures.

Article VI. PROTECTION OF PROPERTY

Section 6.01 At all times during the performance of this Agreement, the CONTRACTOR shall protect the VILLAGE's property and properties adjoining the Project site from all damage whatsoever on account of the work being carried on pursuant to this Agreement.

Article VII. CONTRACTOR'S INDEMNIFICATION

Section 7.01 The CONTRACTOR agrees to release the VILLAGE from and against any and all liability and responsibility in connection with this Agreement and the matters contained herein. The CONTRACTOR further agrees not to sue or seek any money or damages from VILLAGE in connection with this Agreement except with respect to payment for services rendered with respect to this Agreement.

Section 7.02 The CONTRACTOR agrees to indemnify, defend 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, costs, expenses, reasonable attorneys' fees, liabilities, damages, orders, judgments, or decrees, sustained by the VILLAGE or any third party arising out of, or by reason of, or resulting from the CONTRACTOR's negligent acts, errors, or omissions with respect to this Agreement.

Section 7.03 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.

Section 7.04 Nothing in this Agreement shall be deemed or treated as a waiver by the VILLAGE of any immunity to which it is entitled by law, including but not limited to the VILLAGE's sovereign immunity as set forth in Section 768.28, Florida Statutes.

Article VIII. INDEPENDENT CONTRACTOR

Section 8.01 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 IX. CHANGES TO SCOPE OF WORK AND ADDITIONAL WORK

Section 9.01 The VILLAGE may request changes that would increase, decrease or otherwise modify the Scope of Work to be provided under this Agreement as described in Article II of this Agreement. Such changes or additions to the Project 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 to the Project. Each amendment shall at a minimum include the following information on the Project:

PROJECT NAME
PROJECT DESCRIPTION
ESTIMATED PROJECT COST
ESTIMATED COST FOR ADDITION OR CHANGE TO PROJECT
ESTIMATED PROJECT COMPLETION DATE

Section 9.02 In no event will the CONTRACTOR be compensated for any work which has not been described in a separate written agreement or amendment executed by the parties hereto.

Article X. TERM AND TERMINATION

Section 10.01 This Agreement may be terminated by either party for cause, or the VILLAGE for convenience, upon ten (10) days written notice by the VILLAGE to CONTRACTOR in which event the CONTRACTOR shall be paid its compensation for services performed to termination date. In the event that the CONTRACTOR abandons this Agreement or causes it to be terminated, the

CONTRACTOR shall indemnify the VILLAGE against any loss pertaining to this termination up to a maximum of the full Contract Price. 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.

Section 10.02 This Agreement shall take effect as of the date of execution as shown herein below and continue for such time as is contemplated by the VILLAGE.

Article XI. CONTRACT DOCUMENTS

Section 11.01 CONTRACTOR and VILLAGE hereby agree that the following Exhibits, 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; including CONTRACTOR's Proposal in response to the RFP as set forth and incorporated into this Agreement as Exhibit "A"; the RFP as incorporated into this Agreement and all other addendums and exhibits thereto. In the event there is a conflict between the terms of the RFP, CONTRACTOR'S Proposal, and this Agreement, the terms of this Agreement shall prevail.

Article XII. MISCELLANEOUS

Section 12.01 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.

Section 12.02 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 ownership of CONTRACTOR shall constitute an assignment which requires VILLAGE approval. However, this Agreement shall run to the VILLAGE and its successors and assigns.

Section 12.03 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.

Section 12.04 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:

(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.

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.

Section 12.05 Ownership of Documents. Reports, surveys, plans, studies and other data provided in connection with this Agreement are and shall remain the property of VILLAGE.

Section 12.06 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.

Section 12.07 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.*

Section 12.08 Scrutinized Companies.

(a) 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.

(b) 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.

(c) CONTRACTOR agrees to observe the above requirements for applicable subcontracts entered into for the performance of work under this Agreement.

(d) 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.

Section 12.09 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 Islamorada, Village of Islands 86800 Overseas Highway Islamorada, Florida 33036
Copy To:	Village Attorney Islamorada, Village of Islands 86800 Overseas Highway Islamorada, Florida 33036
CONTRACTOR:	Ben Ellis, PE, Owner RJS Design Consultants 1106 North G St., Suite B Lake Worth, FL 33460

Section 12.10 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.

Section 12.11 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.

Section 12.12 Headings. Headings herein are for convenience of reference only and shall not be considered on any interpretation of this Agreement.

Section 12.13 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.

Section 12.14 Governing Law. This Agreement shall be governed by the laws of the State of Florida with venue lying in Monroe County, Florida.

Section 12.15 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.

Section 12.16 Extent of Agreement. This Agreement together with Contract Documents and Exhibits, attached 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.

Section 12.17 Waiver. Failure of the VILLAGE 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.

[SIGNATURE PAGE TO FOLLOW]

[SIGNATURE PAGE TO AGREEMENT]

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 _____, duly authorized officer to execute same.

VILLAGE

ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA

By: _____
Edward Koconis, Interim Village Manager

AUTHENTICATION:

_____
Marne McGrath, Village Clerk

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

_____
John J. Quick, Interim Village Attorney

CONTRACTOR

WITNESS:

_____ By:_____

Print Name:_____ Print Name:_____

Title:_____

Date:_____

ATTEST:

_____

SECRETARY

STATE OF FLORIDA)
COUNTY OF _____)

Sworn to (or affirmed) and subscribed before me by means of ☐ physical presence or ☐ online notarization, this _____ day of _____, 20___ (year) by _____ (name of person making the statement) as _____ (title) of _____ (company name), who __ is personally known to me or __ has provided Florida Driver's License as identification.

_____

NOTARY PUBLIC

My Commission Expires:

Exhibit “A”

CONTRACTOR’S PROPOSAL
Including Timeline

RJS Design Consultants LLC
Exceptional Aquatic Design

Exhibit "A"

October 25, 2023 (UPDATED)

Islamorada, Village of Islands
Attn: Village Clerk
86800 Overseas Highway
Islamorada, Florida 33036

Re: SCOPE OF WORK AND PROPOSAL
PROFESSIONAL SERVICES AND PROJECT MANAGEMENT
FOR OLYMPIC SIZE POOL RESURFACING PROJECT
(RFP 23-08)

Dear City Clerk and Staff,

Thank you for the opportunity to submit a proposal on the above referenced project. We look forward to working with you on it.

Description of Project:
Founders Park located at 87000 Overseas Highway, Islamorada, Florida, is the location of the Ron Levy Aquatic Center with an Olympic size competitive swimming pool measuring 50 meters by 25 yards with a dive well. The depth ranges from 4 ft to12.6 feet. The pool volume is 671,940 gallons and has a bathing load of 371. The pool has eight (8) lap lanes that can be oriented to 25 yards or 50 meters. The diving well consists of (2) two three-meter boards and (2) one-meter boards. The pool has experienced a number of deteriorating conditions to the pool surface as well as the pool deck and the deck is sinking in some areas.

The locker room facilities including floors, bathroom fixtures, showers and storage cabinets are aged, and upgrades are needed for improved function and cleanliness. Furthermore, the addition of a lifeguard office/first aid station within the footprint of the current restroom facilities is to be included in the renovation.

We propose to provide professional services and project management services to evaluate the current conditions and create a scope of work for a pool resurfacing project for the Olympic size pool and renovations of the locker room facilities at the Ron Levy Aquatic Center in Islamorada's Founders Park.

Scope of Professional Services:

1.0 GENERAL SCOPE AND DELIVERABLES

The project manager's overall tasks include:

- Identifying repair work needed to address current issues with the pool that are contributing to the deteriorating conditions
- Developing the scope of work needed to address these issues
- Drafting the bid document needed to seek a contractor for the resurfacing and renovation work pursuant to a competitive selection process
- Assisting the Village in managing the bid process

- Overseeing the project and ensuring that the contractor is meeting performance requirements after selection of a contractor is approved by the Village Council
- Reviewing invoices before payment processing by the Village
- Ensuring that the contractor has obtained all necessary permits

2.0 SCOPE OF SERVICES

The scope of work and process for this Project is identified by phases. The consultant shall be authorized to perform basic professional services in all phases: Evaluation and Design Phase, Bid Phase and Construction and Management Phase.

Summary:

1. Professional consultant services for the evaluation of the existing conditions and causes of deterioration, preparation of all plans, specifications and details necessary for the pool resurfacing and facility renovation.
2. Provide documents and technical specifications for the bidding project and assist with preparation of the procurement/bid documents.
3. Serve as the Project Manager for the pool resurfacing and facility renovations.

EVALUATION AND DESIGN PHASE

1. Meet with Village representatives for an initial project "kick-off" meeting to refine the overall needs analysis of the project.
2. Review the overall intent of the project, conduct site inspections, observe limitations, explore opportunities, establish a time schedule, and outline responsibilities leading to the preparation of technical specifications, plans and bid documents.
3. Conduct site inspections and evaluate the pool surface, deck and coping, surge tank, mechanical operations, and pool features.
4. Oversee leak detention services to be performed on drains, lights, returns, fittings, expansion joint and pressure test all lines.
5. Provide design and consultant services for the preparation of all construction plans and technical specifications, shop drawings, schematics and documents associated with a complete bid package to fulfill the contract bidding requirements.
6. Provide and review bid documents to the Village and revise as needed.
7. Prepare a "Cost Estimate" of the proposed project cost and review with the Village prior to bidding the scope of work.
8. Prepare preliminary project time schedule that can be revised as additional project information is developed.
9. Assist to procure any and all necessary government permits related to the project.

BID PHASE

1. Provide the Village with a complete bid package in a form provided by the Village including technical specifications and documents, and list qualified contractors for solicitation of bids for the proposed work.
2. Assist the Village in the distribution of bid documents and responses to inquiries, as necessary.
3. Attend and conduct a mandatory pre-bid meeting to discuss and answer questions concerning the scope of work with potential bidders.
4. Review all bid submissions to ensure accuracy and completeness. Make inquiries of all references on behalf of the Village. Assist the Village in reviewing and evaluating the contractor proposals and making recommendations for an award of contract to the lowest responsible bidder.

CONSTRUCTION OBSERVATION AND MANAGEMENT PHASE

1. Upon award of a contract/agreement, attend and conduct a pre-construction conference to discuss the entire scope of work for the project with the successful contractor and subcontractors and establish a schedule for commencement of work that is mutually acceptable to all parties.

2. Establish work parameters, project scheduling, and assist with any other administrative matters, including the filing of any applicable permits.
3. Communicate with the Village and project contractor during the construction to coordinate project scheduling, selection of material and material specification submittals, change orders (if required), and provide review and clarifications relating to the shop drawings and specifications, as requested.
4. Assist the Village during the construction with appropriate construction observation/job meeting visits; prepare progress reports and meeting minutes, including pre-construction minutes; review and approve shop drawings, color and material selections; and resolve all disputes arising from the contractual documents. A minimum of two (2) weekly visits are expected during the construction process.

NOTE: We propose to furbish up to 32 visits to the site during construction based on two per week for 4 months of active construction. If more visits are required or requested, they can be added at the per diem rates below on written approval by Client.

5. Be available during the construction process for telephone or email consultation to assist with matters requiring consultant expertise.
6. Review and approve all the work of the contractor and provide written documentation recommending approval or disapproval of contractor invoices, request of payment submittals, changes to and/or modifications to scope of work, and change order payment submittals.
7. Upon substantial completion of the work, prepare an itemized punch list of outstanding and/or unacceptable work items, see that all items contained in the punch list are corrected, and issue a final report to the Village recommending final payment.

Schedule of Fees:

Evaluation and Design Phase $122,900
- 15% to be billed upon Project Kickoff
- 20% to be billed upon Delivery of Schematic Design Documents
- 25% to be billed upon Delivery of Design Development Documents
- 40% to be billed upon Delivery of Construction Documents

Bid Phase $18,900
- 50% to be billed upon Delivery of Bid Package
- 50% to be billed upon Receipt of Bids

Construction Administration, Management $47,300
- To be billed monthly during Permitting and Construction, est. 1/7th per month

Per Diem Rates for additional site visits during construction, including travel time and up to 90 minutes on site plus follow up report:

Architect	$1,200
Civil/Structural Engineer	$1,200
Aquatic Engineer	$1,000
Field Engineer	$1,000

This fee is exclusive of reimbursable expenses. Reimbursable expenses include out of pocket expenses associated with travel (excluding to and from the jobsite), production of blueprints, reports, specifications, or CDs, communication costs, delivery of drawings or reports, or any other extraordinary expense RJS may incur at Client's request and with Client's approval.

In the event that scope in addition to what is outlined above must be added to the project, it may be done by addendum to this contract at a fixed fee as approved by the Client, or Hourly as Needed per the schedule of values below.

Schedule of Hourly Rates

Architect/Engineer	$ 220.00/hr
Field Engineer	$180.00/hr
Drafter	$ 110.00/hr
Clerical	$ 60.00/hr

Schedule of Reimbursable Expenses

Letter Sized Sheet	$0.25/sheet
24"x36" Sheet	$3.25/sheet
Digitally S&S Plan Sets	$175.00 per submittal
Telephone/Fax	Actual Charge
Color Reproductions	Actual Cost
Vehicles Mileage	Prevailing Federal Rate
Travel Costs	Actual Cost
Shipping /Courier	Actual Cost

Project Timeline:

The design phase timeline is based on weeks after receiving a signed contract with the Village. The pool would be open during this time.

Weeks 1-2: Mobilization, initial client meeting with design team
Weeks 3-5: Evaluation and Design Development
Weeks 6-8: Schematic Design, client approval of design concepts and scope of work
Weeks 9-12: 75% Construction Documents, begin to develop bid package
Weeks 13-16: Construction Documents, Contractor RFP package, advertise Project

Bid Phase:

Weeks 17-20: Answer RFIs, Issue Clarifications
Weeks 21-22: Evaluate Bids and advise Client of Acceptable Bids
Weeks 23-26: Contract Negotiation

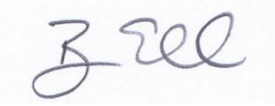
We expect an active time of construction to be about 4 months. After a successful Contractor is selected:

Weeks 1-8: Submit Plans to the DOH & Bldg Dept, Contractor begins pre-con activities
Weeks 9-25: Construction
Weeks 26-30: Post construction cleanup, final inspections, punch items, and turnover

Should you have any questions, please do not hesitate to contact me.

Sincerely,

RJS Design Consultants, LLC



Ben Ellis, PE
Owner

Council Communication

To: Mayor and Village Council
From: John Quick, Interim Village Attorney
Date: November 7, 2023
SUBJECT: **Resolution Approving Second Sixty (60) Day Extension of Employee Interchange Agreement with Monroe County - TAB 14**

Background:
On August 3, 2023, the Village Council approved an Employee Interchange Agreement with Monroe County whereby Bryan Cook has been loaned to the Village to serve as the Interim Village Manager. On September 28, 2023, the Village Council approved the First Amendment to the Employee Interchange Agreement with Monroe County which replaced Bryan Cook as Interim Village Manager with Ed Koconis.

Analysis:
Section 3 of the Agreement states that "the Agreement will be reviewed periodically no later than every sixty (60) days by the Village Council to determine whether the Village wishes to renew the Agreement, and may be extended for successive terms not to exceed sixty (60) days, with the written approval of the Village Council and County Administrator." Accordingly, it is necessary for the Village Council to determine if it would like to renew the Agreement for an additional 60 days.

In addition, the proposed Second Amendment to the Agreement proposes to approve Kimberly Matthews as the County employee assigned to the Village under the Employee Interchange Agreement. The appointment of Ms. Matthews would be effective January 8, 2024. As a result, the proposed ordinance would also appoint Maria Bassett as Acting Village Manager from December 7, 2023 - January 7, 2024.

Finally, in anticipation of the Village hiring a permanent Manager, the Second Amendment to the Agreement also proposes to amend paragraph 9 of the Agreement to add a mutual termination provision upon 14 calendar days' notice.

Budget Impact:
Funds have been budgeted for this position.

Staff Impact:
N/A

Recommendation:
It is recommended that the Village Council approve the proposed resolution.

Attachments:

1. 47L0946-Resolution approving second renewal of employee interchange agreement for Kimberly Matthews to serve as Interim Village Manager
2. 47L191102-Second amendment to employee interchange agreement
3. 4790425-Fully executed employee interchange agreement with County
4. 47K6709-First Amendment to Employee Interchange Agreement

RESOLUTION NO. 23-

A RESOLUTION OF THE VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA, APPROVING A RENEWAL OF THE EMPLOYEE INTERCHANGE AGREEMENT WITH MONROE COUNTY, FLORIDA FOR AN ADDITIONAL SIXTY (60) DAYS AND PERMITTING KIMBERLY MATTHEWS TO SERVE AS INTERIM VILLAGE MANAGER; AND PROVIDING AN EFFECTIVE DATE

WHEREAS, Islamorada, Village of Islands (the "Village"), is a duly constituted municipality having such power and authority conferred upon it by the Florida Constitution and Chapter 166, Florida Statute; and

WHEREAS, Section 7(3) of the Village Charter requires that there shall be a Village Manager who will be the chief administrative officer of the Village; and

WHEREAS, at the meeting on July 27, 2023, Monroe County, Florida ("County") offered to permit its employee, Bryan Cook ("Mr. Cook"), to serve as the Village's Interim Village Manager pursuant to an Employee Interchange Agreement ("Agreement") governed by Section 112.24, *et seq.*, Florida Statutes; and

WHEREAS, at the meeting on August 3, 2023, the Village Council passed Resolution 23-08-76 which approved the Agreement and appointed Mr. Cook as Interim Village Manager; and

WHEREAS, at the meeting on September 28, 2023, the Village Council passed Resolution 23-09-111 which approved the First Amendment to the Agreement ("First Amendment") which, *inter alia*, replaced Mr. Cook as Interim Village Manager with Ed Koconis ("Mr. Koconis"); and

WHEREAS, pursuant to the First Amendment, the term of the Agreement currently runs through December 6, 2023; and

WHEREAS, Section 3 of the Agreement requires that the Agreement be reviewed no later

than every sixty (60) days to determine whether the Village wishes to renew the Agreement; and

WHEREAS, the Village Council finds that renewal of the Agreement for an additional sixty (60) days is in the best interest of the Village and its residents;

WHEREAS, the Village Council approves and authorizes the sixty (60) day renewal of the Agreement commencing on January 8, 2024; and

WHEREAS, the Village Council and the County also desire to amend the Agreement to allow for Kimberly Matthews ("Ms. Matthews") to be assigned Interim Village Manager in the place of Mr. Koconis; and

WHEREAS, in anticipation of hiring a permanent Village Manager, the Village Council and the County also desire to amend paragraph 9 of the Agreement to add a mutual termination provision upon fourteen (14) calendar days' notice.

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 finds that a sixty (60) day renewal the Agreement is reasonable and appropriate. Pursuant to Section 3 of the Agreement, the Village Council hereby approves a renewal of the Agreement for an additional sixty (60) days. The Village Council also hereby approves the amendment of the Agreement to replace Mr. Koconis as Interim Village Manager with Ms. Matthews, as well as the amendment to paragraph 9 of the Agreement.

Section 3. Approval of Appointment. The Village Council hereby approves the

appointment of Ms. Matthews as Interim Village Manager. Ms. Matthews' appointment shall be effective January 8, 2024. Maria Bassett is hereby appointed as Acting Village Manager from December 7, 2023 – January 7, 2024.

Section 4. Execution of Agreement. The Mayor is authorized to execute the Second Amendment to the Agreement (attached as Exhibit "A") on behalf of the Village, to execute any required agreements and/or documents to implement the terms and conditions of the Agreement, subject to the approval as to form and legality by the Village Attorney.

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

[Remainder of this page intentionally left blank]

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

SECOND AMENDMENT TO
EMPLOYEE INTERCHANGE AGREEMENT
(ISLAMORADA, VILLAGE OF ISLANDS)

THIS SECOND AMENDMENT TO EMPLOYEE INTERCHANGE AGREEMENT (hereinafter "Amendment") is made and entered by and between Monroe County, a political subdivision of the State of Florida, whose address is 1100 Simonton Street, Key West, FL, 33040 (hereinafter "County"), and Islamorada, Village of Islands, a municipality organized under the laws of the State of Florida, whose address is 86800 Overseas Highway, Islamorada, FL 33036 (hereinafter "Village") (hereinafter, when referred to individually as "Party" or collectively as "Parties).

WITNESSETH

WHEREAS, Chapter 112, Part II, Florida Statutes, authorizes the interchange of employees between governments, including counties and municipalities; and

WHEREAS, Section 112.24, Florida Statutes, provides that the details of an employee interchange shall be the subject of an agreement between a sending agency and a receiving agency;

WHEREAS, August 6, 2023, the County and the Village entered into an Employee Interchange Agreement ("Agreement") whereby the Parties agreed that the County would assign Bryan Cook ("Cook"), Director of Employee Services for Monroe County, to the Village as receiving agency, to serve as Interim Village Manager; and

WHEREAS, the initial term of the Agreement continued for sixty (60) days, to October 6, 2023 ("Initial Term"), and the Parties agreed that the Agreement could be extended for a subsequent term not to exceed sixty (60) days upon the approval of the Village Council and with the approval of the Monroe County Administrator; and

WHEREAS, on October 4, 2023, the Agreement was amended to extend the Agreement by up to an additional sixty (60) days, through December 6, 2023, and also to assign Ed Koconis to serve as the Interim Village Manager in place of Bryan Cook; and

WHEREAS, both Parties have indicated that they wish to extend the Agreement, and the County has proposed to assign Kimberly Matthews, Senior Director of Strategic Planning & Director of Libraries, to serve in the position as Interim Village Manager beginning on January 8, 2024 in place of Mr. Koconis for an additional term of up to sixty (60) days, with Maria Bassett, Finance Director for the Village of Islamorada, filling in for the month between the expiration of Mr. Koconis' time period and the start of Ms. Matthews' time period; and

WHEREAS, the Parties wish to amend paragraph (9) (Termination), to shorten the termination time period upon mutual agreement if a suitable replacement candidate is found to serve as Interim Village Manager or permanent Village Manager prior to expiration of the term of the Agreement as extended.

NOW, THEREFORE, in consideration of the mutual covenants and provisions contained herein, the Parties agree as follows:

RECITALS

1. Ed Koconis shall continue to serve as Interim Village Manager for the Village of Islamorada through December 6, 2023.

2. Beginning December 7, 2023 and continuing through January 7, 2023, Maria Bassett, Finance Director for the Village of Islamorada, shall serve as Interim Village Manager for the Village of Islamorada.

3. Beginning 8:00 a.m. on January 8, 2024, and continuing until March 8, 2024, Kimberly Matthews will be assigned to serve as the Interim Village Manager. Effective January 8, 2024, all references to "Ed Koconis" shall be revised and replaced with the name "Kimberly Matthews" wherever they appear in the Interchange Agreement as amended.

4. Pursuant to paragraph (3) of the Agreement (Term of Agreement), the term of the Employee Interchange Agreement shall be extended from January 8, 2024 to March 8, 2024. To the extent that the Employee Interchange Agreement ended on December 6, 2023, the Agreement shall be revived, with the new term of the Agreement running from January 8, 2024 to March 8, 2024.

5. Effective January 8, 2024, Exhibit A to the Interchange Agreement (Islamorada Position Description) is removed and replaced with Exhibit A attached hereto (Islamorada Position Description signed by Kimberly Matthews), which shall be incorporated in the Interchange Agreement by reference.

6. Paragraph (9) of the Agreement ("Termination") is amended to add the following sentence allowing for a shorter termination time period on mutual agreement of the Parties:

> This Agreement may also be terminated with the mutual consent of both Parties, in which case the termination shall occur at the conclusion of fourteen (14) calendar days following delivery of an e-mail exchanged between the Village Mayor and County Administrator.

7. In all other respects, all terms and conditions set forth in the Agreement remain unchanged and in full force and effect.

8. This Amendment shall be effective upon the date last signed by the Parties below.

IN WITNESS WHEREOF, the Parties hereto have made and executed this Agreement as of the dates signed below.

Approved as to form and legal sufficiency for Monroe County, only:

BOARD OF COUNTY COMMISSIONERS OF MONROE COUNTY, FLORIDA

_____
Cynthia L. Hall, Sr. Ass't County Attorney

By: _____
Roman Gastesi, County Administrator
Date:

Approved as to form and legal sufficiency for the use of the Village Council only:

ISLAMORADA, VILLAGE OF ISLANDS

_____
John J. Quick, Village Attorney

By: _____
Joseph B. Pinder, III, Mayor
Date:

Kevin Madok, CPA

Clerk of the Circuit Court & Comptroller – Monroe County, Florida

DATE: September 8, 2023

TO: Lindsey Ballard
Aide to the County Administrator

FROM: Liz Yongue, Deputy Clerk

SUBJECT: September 6, 2023 BOCC Meeting

Please see the attached item, which has been executed and added to the record:

C1 Ratified Employee Interchange Agreement with Village of Islamorada (Village) to assign Bryan Cook, Director of Employee Services, to the Village to serve as Interim Village Manager on a temporary basis; and granted authorization for the County Administrator to sign additional future documents including extensions of the Agreement beyond the initial 60-day term.

Should you have any questions please feel free to contact me at (305) 292-3550.

cc: County Attorney
Finance
File

EMPLOYEE INTERCHANGE AGREEMENT
(ISLAMORADA, VILLAGE OF ISLANDS)

THIS EMPLOYEE INTERCHANGE AGREEMENT (hereinafter "Agreement") is made and entered into this 3rd day of August 2023, by and between Monroe County, a political subdivision of the State of Florida, whose address is 1100 Simonton Street, Key West, FL, 33040 (hereinafter "County"), and Islamorada, Village of Islands, a municipality organized under the laws of the State of Florida, whose address is 86800 Overseas Highway, Islamorada, FL 33036 (hereinafter "Village") (hereinafter, when referred to individually as "Party" or collectively as "Parties).

WITNESSETH

WHEREAS, Chapter 112, Part II, Florida Statutes, authorizes the interchange of employees between governments, including counties and municipalities; and

WHEREAS, Section 112.24, Florida Statutes, provides that the details of an employee interchange shall be the subject of an agreement between a sending agency and a receiving agency;

WHEREAS, the Village has requested and the County has offered to provide assistance in the form of supplying an Interim Village Manager, to provide management while the Village conducts a search for a Village Manager; and

WHEREAS, the County, as the sending agency, wishes to assign Bryan 'Cook ("Cook"), Director of Employee Services for Monroe County, to the Village as receiving agency, to serve as Interim Village Manager; and

WHEREAS, the Parties see a benefit and a public purpose in having Cook temporarily assigned to the Village for the purposes outlined above, and wish to set forth the details of the temporary assignment in an interlocal agreement.

NOW, THEREFORE, in consideration of the mutual covenants and provisions contained herein, the Parties agree as follows:

RECITALS

1. PURPOSE. The purpose of this Agreement is to allow for the assignment of Bryan Cook ("Cook") to serve as an Interim Village Manager, to perform and exercise the powers and duties set forth in Section 7(3) of the Village Charter, and more fully outlined herein and in the Village Manager job description, attached as Exhibit "A."

2. AUTHORITY. The County is authorized pursuant to F.S. 125.01, its home rule powers, and F.S. 112.24, which permits the intergovernmental interchange of governmental employees, to enter into this Agreement. The Village is authorized pursuant to F.S. 166.021(1) and F.S. 112.24 to do the same.

3. TERM OF AGREEMENT: Pursuant to F.S. 112.24, the term of this Agreement shall begin on August 7, 2023 ("Effective Date"), and shall remain in effect for an initial period of sixty (60) days ("Initial Term"). Pursuant to F.S. 112.24(2), the Agreement will be reviewed by the Village prior to the expiration of the Initial Term, at which time the Agreement may be extended for a subsequent term of sixty (60) days upon the approval of the Village Council and with the approval of the Monroe County Administrator, who is delegated authority to execute the extension. After the Initial Term, and for as long as the Agreement is in effect, the Agreement will be reviewed periodically no later than every sixty (60) days by the Village Council to determine whether the Village wishes to renew the Agreement, and may be extended for successive terms not to exceed sixty (60) days, with the written approval of the Village Council and County Administrator. Pursuant to F.S. 112.24, regardless of the number of extensions granted beyond the Initial Term, the Agreement shall not exceed two (2) years and three (3) months. Moreover, the continuation of this Agreement beyond the end of any County fiscal year is subject to both the appropriation and the availability of funds by the Board of County Commissioners in accordance with Chapter 129, Florida Statutes.

4. DUTIES: Cook shall perform the functions and duties specified in the Village's Charter, including without limitation the powers and duties enumerated in Section 7(3) of the Village Charter, as well as applicable sections of the Village Code-, and shall perform other legally permissible and proper duties and functions, as requested from time to time by the Village Council, and as more fully articulated in Exhibit "A". Cook shall comply at all times with Chapter 112, part III (Sections 112.311 et seq.) of Florida Statutes, the Florida Code of Ethics, as set forth in Section 2-52 of the Islamorada Code of Ordinances.

5. SALARIES AND BENEFITS: Salary and benefits for Cook for the time spent working on matters for the Village shall be administered as set forth below.

a. Cook shall remain a full-time exempt employee of Monroe County.

b. Division of Time: Cook shall expend as much time as is required by the Village during the term of this Agreement, up to 100% of Cook's time during a work week. The County and Cook understand that Cook's primary responsibility during the term of this Agreement will be to the Village.

c. Salary:

   i. Each work week, the number of hours spent working for the Village shall be calculated as a percentage of total hours worked by Cook. For the percentage of hours spent by Cook working on Village matters, Cook shall be entitled to compensation at the annual rate of two hundred forty-eight thousand dollars ($248,000.00) ("Village Share"), and for the percentage of hours spent by Cook working on Monroe County matters, Cook shall be entitled to compensation at his current rate of pay, subject to language about salary increases as is set forth below ("County Share"). Cook shall document his Village Share and County Share on forms approved by the respective Human Resources department of each Party.

ii. The County shall issue pay Cook for the combined amount of the Village Share and the County Share in accordance with the County's payroll policies, which provides for employees to be paid two weeks in arrear at the conclusion of the County's existing biweekly pay periods. The County shall then issue an invoice to the Village and the Village shall reimburse the County for the Village Share, which shall include the employer's share of all applicable employment taxes and other mandatory contributions, including mandatory employer contributions to Cook's Florida Retirement System account.

d. In all respects, Cook shall be governed by terms and conditions set forth in the Monroe County Personnel Policies and Procedures Manual ("Manual").

e. Leave: Cook shall continue to accrue annual (vacation) and sick leave in accordance with the terms and conditions set forth in the Manual. The County shall bear the financial responsibility for payment of accrued leave, including hours attributable to the Village Share.

f. Unemployment: The Parties will jointly be responsible for the payment of unemployment benefits on a pro rata basis in proportion to the wages paid to Cook by the Parties. The County is a reimbursing employer. Therefore, in the event that Cook is awarded unemployment benefits pursuant to Chapter 443, Florida Statutes, the Village will be responsible for reimbursing the County for its proportionate share of unemployment benefits, if such benefits are paid.

g. Medical Insurance, Pharmaceutical Plan, Life Insurance, and Voluntary Benefits: Cook will continue to be eligible to participate in the Monroe County's medical insurance, pharmaceutical plan, County-provided basic life insurance and AD&D, and voluntary benefits (dental, vision, supplemental life) on the same terms and conditions as other County employees. Except as outlined elsewhere in this Agreement, the responsibility for payment for and provision of all benefits shall remain the sole responsibility of the County.

h. Workers' Compensation (F.S. 112.30(4)): In the event of injury or death in the performance of Cook's duties for the Village for an incident that arises out of the course and scope of work performed by the Village, the employee shall be treated as an employee of Monroe County and Monroe County as the sending agency shall be solely responsible for providing the workers' compensation benefits without reimbursement by the Village. The Village shall promptly notify the County of Cook's injury or death.

i. Travel Benefits: Cook shall be entitled to travel, per diem and lodging benefits as allowed by Monroe County Code section 2-106 *et seq.*.

j. The Village shall provide an established work area and all other necessary equipment and supplies for Cook to perform his job duties as Interim Village Manager. The Village shall provide a laptop computer for Cook's exclusive use. The costs of acquiring and using the computer shall be paid for by the Village. The work area and

all other necessary equipment and supplies provided by the Village shall be used solely for Village purposes.

6. INDEMNIFICATION: Subject to and without waiving the limitation contained in Section 768.28, the Village agrees to be liable for any and all damages proximately caused by the acts, omission, or wrongful acts of its elected officials, employees or agents, and agrees to defend, indemnify, and hold harmless the County from any and all claims arising out of the wrongful acts or inactions of the Village. Subject to and without waiving the provisions of Section 768.28, Florida Statutes, the County agrees to be liable for any and all damages proximately caused by the acts, omission, or wrongful acts of its employees or agents, and agrees to defend, indemnify, and hold harmless the Village from any and all claims arising out of the wrongful acts or inactions of County. Nothing herein is intended to serve as a waiver of sovereign immunity by either of the Parties. Notwithstanding the above provisions, the Village shall not be obligated to indemnify, defend, or hold Cook harmless from any claims of any nature arising out of Cook's malfeasance, or from injury or property damage caused by the intentional misconduct of Cook. This indemnification provision shall survive the termination of this Agreement.

7. INSURANCE: The Village shall provide a general liability insurance to cover all incidents occurring in the course and scope of work performed for the Village by Cook during the term of this Agreement, in the minimum amount of $1,000,000 per occurrence.

8. BONDS: The Village shall obtain a fidelity bond and any other applicable bonds covering work performed by Cook for the Village during the term of this Agreement. The costs and expenses of obtaining and maintaining such bonds shall be paid for by the Village.

9. TERMINATION: This Agreement may be terminated with or without cause by either Party upon thirty (30) days' prior written notice to the other Party.

10. DISCLOSURE OF FINANCIAL INTERESTS: Section 112.3145, Florida Statutes, requires financial disclosures to be filed by a "local officers," and subsection (1)(a)3., defines a "local officer" to include a city manager. Cook agrees to make such disclosures on such forms and at such times as may be required by state law.

11. NONDISCRIMINATION: The Parties agree that there will be no discrimination against any person, and it is expressly understood that upon a determination by a court of competent jurisdiction that discrimination has occurred, this Agreement automatically terminates without any further action on the part of any party, effective the date of the court order. The Parties agree to comply with all Federal and Florida statutes, and all local ordinances, as applicable, relating to nondiscrimination. These include but are not limited to: 1) Title VII of the Civil Rights Act of 1964 (PL 88-352), which prohibit discrimination in employment on the basis of race, color, religion, sex, and national origin; 2) Title IX of the Education Amendment of 1972, as amended (20 USC §§ 1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; 3) Section 504 of the Rehabilitation Act of 1973, as amended (20 USC § 794), which prohibits discrimination on the basis of handicaps; 4) The Age Discrimination Act of 1975, as amended (42 USC §§ 6101-6107), which prohibits discrimination on the basis of age; 5) The Drug Abuse Office and Treatment Act of 1972 (PL 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; 6) The Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and

Rehabilitation Act of 1970 (PL 91 616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; 7) The Public Health Service Act of 1912, §§ 523 and 527 (42 USC §§ 690dd-3 and 290ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; 8) Title VIII of the Civil Rights Act of 1968 (42 USC §§ 3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; 9) The Americans with Disabilities Act of 1990 (42 USC §§ 12101), as amended from time to time, relating to nondiscrimination in employment on the basis of disability; 10) Monroe County Code Chapter 14, Article II, which prohibits discrimination on the basis of race, color, sex, religion, national origin, ancestry, sexual orientation, gender identity or expression, familial status or age; and 11) any other nondiscrimination provisions in any federal or state statutes which may apply to the parties to, or the subject matter of, this Agreement.

12. PUBLIC RECORDS: The County and the Village 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 the Village in conjunction with this Agreement; and either Party shall have the right to unilaterally cancel this Agreement upon violation of this provision by the other Party. Detailed Employee shall retain public records in his possession and related to Village business in accordance with Village policy.

13. RECORDS – ACCESS AND AUDITS. All Parties shall maintain adequate and complete records after termination of this Agreement, as required by the applicable retention schedule required by law. Each party, its officers, employees, agents and auditors shall have access to the other parties' books, records, and documents, related to this Agreement upon request. The access to and inspection of such books, records, and documents by the parties shall occur during the regular office hours or as agreed.

14. NO THIRD-PARTY BENEFICIARIES. Neither Party intends to benefit a third party by this Agreement beyond Cook. Therefore, the Parties acknowledge that there are no other third-party beneficiaries to this Agreement and that no other third party shall be entitled to assert a right or claim against either of them based upon this Agreement.

15. NOTICES. In order for a notice to a party to be effective under this Agreement, notice must be sent via U.S. first-class mail with a contemporaneous copy via e-mail to the addresses listed below and shall be effective upon mailing. The addresses for notice shall remain as set forth herein unless and until changed by providing notice of such change in accordance with the provisions of this section.

For County:

Monroe County BOCC
County Administrator
1100 Simonton Street
Key West, FL 33040
Gastesi-roman@monroecounty-fl.gov

With a copy to:

Monroe County Attorney's Office
1111 12th St., Suite 408
Key West, FL 33040
Shillinger-bob@monroecounty-fl.gov

For Village:

Islamorada, Village of Islands
86800 Overseas Highway
Islamorada, FL 33036
Clerk@islamorada.fl.us

With a copy to:

Village Attorney
John J. Quick, Esq.
Weiss Serota Helfman Cole + Bierman, P.L.
2800 Ponce de Leon Blvd., Suite 1200
Coral Gables, FL 33134
jquick@wsh-law.com

16. ASSIGNMENT AND PERFORMANCE. Neither this Agreement nor any right or interest herein may be assigned, transferred, subcontracted, or encumbered by Village without the prior written consent of County. COVENANT OF NO INTEREST. Neither Party presently has any interest, and shall not acquire any interest, which would conflict in any manner or degree with its performance under this Agreement, and that the only interest of each party is to perform and receive benefits as set forth in this Party.CODE OF ETHICS. The Parties understand and agree that officers and employees of the County are required to comply with the standards of conduct for public officers and employees as delineated in Section 112.313, Florida Statutes, as well as the Monroe County Personnel Policies and Procedures Manual regarding, but not limited to, solicitation or acceptance of gifts; doing business with one's agency; unauthorized compensation; misuse of public position, conflicting employment or contractual relationship; and disclosure or use of certain information.NO SOLICITATION/PAYMENT. The County and the Village each warrant that, in respect to itself, it has neither employed nor retained any company or person, other than a bona fide employee working solely for it, 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 it, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. GOVERNING LAWS/VENUE. This Agreement is governed by laws of the State of Florida. Venue for any dispute arising under this Agreement shall be in Monroe County, Florida. COMPLIANCE WITH LAWS. Each Party to this Agreement shall comply in full with all applicable federal, state and

local laws, regulations and ordinances. This Agreement constitutes the entire Agreement of the Parties and supersedes any and all prior communications, understandings and agreements with respect to the subject matter of this Agreement, whether oral or in writing. This Agreement can never be amended, except with the prior written agreement of both Parties. By signing below, each signatory to this Agreement warrants that it has the requisite corporate authority to enter into the Agreement and to bind its respective entity.

THE REMAINDER OF THIS PAGE IS BLANK.

IN WITNESS WHEREOF, the Parties hereto have made and executed this Agreement this 3rd day of August 2023.

(SEAL)
ATTEST: KEVIN MADOK, CLERK

By: _____
As Deputy Clerk

BOARD OF COUNTY COMMISSIONERS
OF MONROE COUNTY, FLORIDA

By: _____ August 7, 2023
~~Mayor~~ County Administrator

Date:

Approved as to form and legal sufficiency for
Monroe County, Florida:

Cynthia L. Hall

Cynthia L. Hall, Sr. Ass't County Attorney

ISLAMORADA, VILLAGE OF ISLANDS

By: _____
Mayor

Date: 8/3/23

Approved as to form and legal sufficiency for
the use of the Village Council only:

_____
Village Attorney

FILED FOR RECORD
2023 SEP -8 PM 4:57
CLK CIR CT
MONROE COUNTY, FLA

Ratified by the Board of County Commissioners on September 6, 2023.

(Seal)
Attest: KEVIN MADOK, Clerk

By: _____
As Deputy Clerk

BOARD OF COUNTY COMMISSIONERS
OF MONROE COUNTY, FLORIDA

By: _____
Mayor

ISLAMORADA, VILLAGE OF ISLANDS

Position Description

EXHIBIT A

Position Title: Village Manager

Reports To: Village Council

Position Status: Exempt (Pay Grade: 20)

General Functions:
Directs and coordinates administration of Village government in accordance with policies determined by Village Council while performing the following duties personally or through subordinate supervisors. Position requires the use of Village vehicle in the performance of duties.

Illustrative Tasks:
(These are intended only as illustrations of the various types of work performed. The omission of specific duties does not exclude them from the position if the work is similar, related or a logical assignment to the position.)

- Plans, organizes, directs, coordinates and evaluates the operations, programs, activities and services of all departments, offices and agencies of the Village, except as otherwise provided by the Charter and other relevant law.
- Responds to requests from the Village Council and the public for appropriate action and/or resolution of policy matters and attendant problems.
- Ensures the Village Council is kept abreast of matters pertinent to Village administration.
- Provides periodic reports in compliance with the Village Council's requirements and Charter provisions concerning the operations, activities and programs of Village departments, offices and agencies subject to the Village Manager's direction and supervision.
- Prepares Village Council meeting agendas, ensuring that the Council is fully apprised of the information contained therein, and that items on the agenda will not unnecessarily prolong the duration of the meeting at issue.
- Initiates policy recommendations for the Village Council's consideration.
- Conducts agenda review meetings with staff, as needed, to review items proposed for presentation to the Village Council.
- Recommends the creation of new committees that will advance Village business and operations.
- Negotiates contracts (including collective bargaining agreements), and other legal instruments, in conjunction with the Village Attorney's Office.
- Executes contracts on behalf of the Village pursuant to the provisions of the appropriate ordinances.
- Appoints, suspends and terminates all Village employees except those appointed by and responsible to the Village Council; approves promotions, transfers, reclassifications, job evaluations, demotions, disciplinary action and other related personnel actions.
- Manages senior staff including the Deputy Village Manager and department directors.
- Responsible for the overall direction, coordination and evaluation of all Village departments.
- Develops and implements appropriate training programs for Village employees.
- Prepares and submits the annual operating budget and capital programs to the Village Council in the appropriate format.
- Develops long-range fiscal managerial plans and strategies.
- Implements the approved budget and effects a program of budgetary control over expenditures and revenues.
- Submits to the Village Council for public review a report on the financial condition and administrative activities of the Village at the end of each fiscal year as required by the Village Charter and/or relevant State Law.

- Attends all Village Council meetings as well as other public meetings scheduled by the Village or in connection with Village business.
- Represents Village administration before various community organizations, business enterprises and governmental entities.
- Develops programs and strategies to enhance the effectiveness and efficiency of Village operations, including appropriate Village staff and/or Council retreats or strategizing sessions.
- Provides guidance and assistance in the development of long and short-range goals for the Village Council's consideration and implements same upon approval by the Council.
- Encourages and oversees economic and community development efforts including business retention, redevelopment and recruitment of new businesses.
- Possesses the ability to work in an increasingly culturally diverse community.
- Possesses the ability to multitask and adjust to changing situations while maintaining efficiency and effectiveness.
- Possesses the ability to deal tactfully, courteously and professionally with all officials and groups, exercising sound and effective judgment in doing so, ensuring the protection of the Village's goodwill.

Requirements for Position:

Bachelor's Degree in Business Administration, Public Administration, or equivalent combination of education and experience. Master's Degree desirable. At least ten (10) years related management experience as department director or manager in a public sector setting. Thorough knowledge of the principles, practices, and techniques of public administration. Demonstrated financial, management, planning, leadership and communication skills. Knowledge of Personal Computer software application, i.e. word processing, spreadsheet, database, etc.

Physical Requirements:

While performing the duties of this class, employees are regularly required to sit; talk or hear, in person and by telephone; use hands to finger, handle, feel or operate standard office equipment; and reach with hands and arms. Employees are occasionally required to walk and stand and lift and move records and documents weighing 20 pounds or less. Specific vision abilities required by this job include close vision and the ability to adjust focus. Employees are regularly required to use written and oral communication skills; read and interpret data, information and documents; analyze and solve problems; use math and mathematical reasoning; learn and apply new skills and information; perform highly detailed work on multiple, concurrent tasks; and interact with Village staff and other organizations.

Bryan Cook

Print Name

Bryan Cook Digitally signed by Bryan Cook Date: 2023.08.04 16:01:43 -04'00'

Signature

Date

RESOLUTION NO. 23-08-76

A RESOLUTION OF THE VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA, APPROVING THE APPOINTMENT OF BRYAN COOK AS INTERIM VILLAGE MANAGER; APPROVING AND AUTHORIZING THE EXECUTION OF THE EMPLOYEE INTERCHANGE AGREEMENT WITH MONROE COUNTY, FLORIDA PERMITTING BRYAN COOK TO SERVE AS INTERIM VILLAGE MANAGER; AND PROVIDING AN EFFECTIVE DATE

WHEREAS, Islamorada, Village of Islands (the "Village"), is a duly constituted municipality having such power and authority conferred upon it by the Florida Constitution and Chapter 166, Florida Statute; and

WHEREAS, Section 7(3) of the Village Charter requires that there shall be a Village Manager who will be the chief administrative officer of the Village; and

WHEREAS, at the meeting on July 27, 2023, Monroe County, Florida ("County") offered to permit its employee, Bryan Cook ("Mr. Cook"), to serve as the Village's Interim Village Manager pursuant to an Employee Interchange Agreement ("Agreement") governed by Section 112.24, *et seq.*, Florida Statutes; and

WHEREAS, the Village Council finds that approval of the Agreement and appointment of Mr. Cook as Interim Village Manager is in the best interest of the Village and its residents; and

WHEREAS, the Village Council approves and authorizes the execution of the Agreement.

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 Appointment. The Village Council hereby approves the appointment of Mr. Cook as Interim Village Manager. Mr. Cook's appointment shall be effective August 7, 2023.

Section 3. Approval of Agreement. The Village Council finds that the Agreement with the County, attached hereto as Exhibit "A", is reasonable and appropriate. The Village Council hereby approves the Agreement.

Section 4. Execution of Agreement. The Mayor is hereby authorized to execute the Agreement with the County on behalf of the Village, to execute any required documents to implement the terms and conditions of the Agreement, subject to approval as to form and legality by the Village Attorney.

Section 5. Effective Date. This Resolution shall become effective immediately upon its adoption.

Remainder of this page intentionally left blank.

Motion to adopt by Gregg, seconded by Mahoney.

FINAL VOTE AT ADOPTION

VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS

Mayor Joseph B. Pinder III	Yes
Vice Mayor Sharon Mahoney	Yes
Councilman Mark Gregg	Yes
Councilwoman Elizabeth Jolin	Yes
Councilman Henry Rosenthal	No

PASSED AND ADOPTED THIS 3 DAY OF August, 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

DocuSign Envelope ID: 67912C49-0F94-416E-B429-AE5989A0C41D

FIRST AMENDMENT TO EMPLOYEE INTERCHANGE AGREEMENT (ISLAMORADA, VILLAGE OF ISLANDS)

THIS FIRST AMENDMENT TO EMPLOYEE INTERCHANGE AGREEMENT (hereinafter "Amendment") is made and entered into this __ day of September 2023, by and between Monroe County, a political subdivision of the State of Florida, whose address is 1100 Simonton Street, Key West, FL, 33040 (hereinafter "County"), and Islamorada, Village of Islands, a municipality organized under the laws of the State of Florida, whose address is 86800 Overseas Highway, Islamorada, FL 33036 (hereinafter "Village") (hereinafter, when referred to individually as "Party" or collectively as "Parties).

WITNESSETH

WHEREAS, Chapter 112, Part II, Florida Statutes, authorizes the interchange of employees between governments, including counties and municipalities; and

WHEREAS, Section 112.24, Florida Statutes, provides that the details of an employee interchange shall be the subject of an agreement between a sending agency and a receiving agency;

WHEREAS, August 6, 2023, the County and the Village entered into an Employee Interchange Agreement ("Agreement") whereby the Parties agreed that the County would assign Bryan Cook ("Cook"), Director of Employee Services for Monroe County, to the Village as receiving agency, to serve as Interim Village Manager; and

WHEREAS, the Agreement provided that the initial term of the Agreement would begin on August 7, 2023 and continue for sixty (60) days, to October 6, 2023 ("Initial Term"), and that prior to the expiration of the Initial Term, the Agreement would be reviewed by the Village, at which time the Agreement could be extended for a subsequent term not to exceed sixty (60) days upon the approval of the Village Council and with the approval of the Monroe County Administrator; and

WHEREAS, both Parties have indicated that they wish to extend the Agreement for an additional term, not to exceed sixty (60) days; and

WHEREAS, the County has proposed to assign Ed Koconis, AICP, Administrative Director for Monroe County, in place of Bryan Cook, who is needed to resume his duties for Monroe County; and

WHEREAS, the Parties have agreed that Bryan Cook's assignment as Interim Village Manager shall end on Friday, September 29, 2023, and beginning October 2, 2023, Ed Koconis shall be assigned to serve as the Interim Village Manager for the remainder of the term of this Agreement, as extended.

NOW, THEREFORE, in consideration of the mutual covenants and provisions contained herein, the Parties agree as follows:

DocuSign Envelope ID: 67912C49-0F94-416E-B429-AE5989A0C41D

RECITALS

1. Pursuant to paragraph (3) of the Agreement (Term of Agreement), the term of the Employee Interchange Agreement is hereby extended by an additional sixty (60) days, through December 6, 2023 ("Extended Term").

2. Bryan Cook shall cease to be assigned as the Interim Village Manager at close of business on September 29, 2023, and Ed Koconis shall be assigned to serve as the Interim Village Manager beginning 8:00 a.m. on October 2, 2023. Effective October 2, 2023, all references to "Bryan Cook" or "Cook" shall be revised and replaced with the name "Ed Koconis" wherever they appear in the Interchange Agreement.

3. Effective October 2, 2023, Exhibit A to the Interchange Agreement (Islamorada Position Description signed by Bryan Cook) is removed and replaced with Exhibit A attached hereto (Islamorada Position Description signed by Ed Koconis), which shall be incorporated in the Interchange Agreement by reference.

4. In all other respects, all terms and conditions set forth in the Agreement remain unchanged and in full force and effect.

IN WITNESS WHEREOF, the Parties hereto have made and executed this Agreement this _____ day of September 2023.

Approved as to form and legal sufficiency for Monroe County, only:

Cynthia L. Hall

Cynthia L. Hall, Sr. Ass't County Attorney

BOARD OF COUNTY COMMISSIONERS OF MONROE COUNTY, FLORIDA

By: _____

Roman Gastesi, County Administrator

Date: September 27, 2023

Approved as to form and legal sufficiency for the use of the Village Council only:

DocuSigned by:

362BFAA7FDDD417...

John J. Quick, Village Attorney

ISLAMORADA, VILLAGE OF ISLANDS

By: DocuSigned by: Joseph B. Pinder III

F8EB3A68BD794EF...

Joseph B. Pinder, III, Mayor

Date: 10/4/2023

DocuSign Envelope ID: 67912C49-0F94-416E-B429-AE5989A0C41D

Ratified by the Monroe County Board of County Commissioners on October 18, 2023.

(Seal) ATTEST: KEVIN MADOK, Clerk	BOARD OF COUNTY COMMISSIONERS OF MONROE COUNTY, FLORIDA
By: _____ As Deputy Clerk	By: _____ Mayor

Council Communication

To: Mayor and Village Council
From: Ed Koconis, Interim Village Manager
Date: November 7, 2023
SUBJECT: **Resolution to Establish Rideshare Services Selection Panel - TAB 15**

Background:
At its regular meeting on September 28, 2023, the Village Council agreed to establish a Rideshare Services Selection Panel for the purpose of assisting them in selecting an on-demand rideshare service provider to operate within the limits of Islamorada, Village of Islands.

Analysis:
The proposed resolution attached to formally establish the Panel assigns the following goals and objectives:

Establish factors to use for evaluation of rideshare services.

1. Publicly announce the RFP.
2. Evaluate proposals provided by qualified firms.
3. Rank and recommend in order of preference deemed to be the most highly qualified.

Additionally, the Resolution specifies that the Panel will be comprised of five (5) Islamorada residents and appointees require approval by a majority (3/5 vote) of the Village Council pursuant to Section 3 of the Resolution.

A member of Village staff identified by the Interim Village Manager will serve as liaison to the Panel .

Budget Impact:
No budget impact at this time.

Staff Impact:
No staffing impact at this time.

Recommendation:
Staff recommends that the Village Council adopt the attached resolution to establish the Rideshare Services Selection Panel.

Attachments: 1. Reso_Ridesharing Service Sel Comm_110723 RVCM

RESOLUTION NO. 23-

A RESOLUTION OF THE VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA, ESTABLISHING A RIDESHARING SERVICE ADVISORY SELECTION PANEL; DEFINING ITS DURATION, COMPOSITION, DUTIES AND RESPONSIBILITIES; PROVIDING THE PARAMETERS OF STAFF PARTICIPATION; AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, the Village Council believes it to be in the best interests of residents to create a Ridesharing Service Advisory Selection Panel (the "Panel"), to make recommendations to the Village Council as it relates to the selection of a ridesharing service provider to provide transportation within Village limits.

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

Section 1. Recitals. The above recital is true and correct and is incorporated herein by this reference.

Section 2. Establishment of the Ridesharing Service Selection Panel. The Village Council hereby establishes a Panel to provide recommendations concerning the selection of a ridesharing service to provide ridesharing services within the limits of Islamorada.

Section 3. Terms and Composition.

(a) The Panel shall be comprised of five (5) members and shall be selected by the Village Council, by a majority vote.

(b) All Panel members shall be residents of Islamorada, Village of Islands.

(c) The Chair of the Panel shall be determined by the Panel at its first meeting.

(d) The term of the Panel is finite in nature and terminates upon the presentation of the agreement for ridesharing services to the Village Council for approval.

Section 4. Meetings; Quorum; Disqualification of Members; Public Records; Sunshine Law. Meetings of the Panel shall be held as often as the Panel determines is appropriate to perform its functions as more fully discussed herein. A majority of the currently appointed members of the Panel 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. Should any member miss two (2) consecutive meetings without justification, that person shall be disqualified as a member of the Panel and the Village Council shall immediately appoint a successor for the balance of the unexpired term of the vacant seat. All meetings, records, and files of the Panel shall be open and available to the public, consistent with F.S. Ch. 119, (the Public Records Law), and F.S. Ch. 286, (the Sunshine Law). To that end, the Chair of the Panel shall appoint a member of the Panel or the staff liaison to record the minutes of all meetings and provide a copy of those minutes to the Village Clerk following approval of the minutes by an affirmative vote of the Panel during a publicly noticed meeting.

Section 5. Staff Participation. At all meetings of the Panel, at least one Village staff member will be present to provide information and input and to assist the Panel with preparing and transmitting reports to the Village Council. The staff liaison(s) shall be selected by the Village Manager.

. **Section 6. Duties and Responsibilities.**

a) The Panel shall establish factors to be used for the evaluation of ridesharing services to be provided. Such factors must include, but not be limited to, the ability of personnel, experience of the company, ability to furnish the requested services, ability to furnish specified vehicles, compensation, and such other factors as may be determined by the Village Council.

b) The Panel shall establish a timeline for the drafting of a Request for Proposals ("RFP"), which is consistent with the factors listed above.

c) The Panel shall review the RFP prior to publication, to ensure its consistency with the factors listed above.

d) The Panel shall publicly announce the RFP. The appropriate Village staff shall advertise the RFP in order to obtain responses from qualified bidders for consideration by the Panel.

e) The Panel shall evaluate proposals provided by qualified firms.

f) The Panel shall rank and recommend, in order of preference, firms deemed to be the most highly qualified to perform the required services.

g) The Panel shall make its recommendations regarding selection of the most qualified bidder to the Village Council.

h) The Panel shall perform any other functions as directed by the Village Council.

Section 7. Effective Date. This resolution shall become effective immediately upon its adoption.

PASSED AND ADOPTED this _____ day of _____, 2023.

Motion to adopt by _____, second by _____.

FINAL VOTE AT ADOPTION

Mayor Joseph B. Pinder III _____

Vice Mayor Sharon Mahoney _____

Councilwoman Elizabeth Jolin _____

Councilman Mark Gregg _____

Councilman Henry Rosenthal _____

_____

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, INTERIM VILLAGE ATTORNEY

Council Communication

To: Mayor and Village Council
From: John Quick, Interim Village Attorney
Date: November 7, 2023
SUBJECT: **Ordinance Calling for a Referendum to Revise Term Limits - TAB 16**

Background:
At its regular meeting on September 28, 2023, a majority of the Village Council gave direction to the Village Attorney to prepare an Ordinance calling for a referrendum to modify Council term limits.

Analysis:
The proposed ordinance would bring forth one (1) ballot question for the voters to consider. If approved, that question would change the current Council term limits from eight (8) consecutive years to eight (8) years, regardless of whether those years are consecutive in nature. As drafted, the proposal would also apply retroactively.

Budget Impact:
N/A

Staff Impact:

Recommendation:

Attachments: 1. 479662702-Ordinance calling for referendum to revise term limits

ORDINANCE NO. ___

AN ORDINANCE OF ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA, CALLING FOR A REFERENDUM VOTE TO BE HELD WITH THE PRESIDENTIAL PREFERENCE PRIMARY ELECTION ON TUESDAY, MARCH 19, 2024; PROVIDING FOR SUBMISSION TO THE ELECTORS OF PROPOSED AMENDMENTS TO THE VILLAGE CHARTER PERTAINING TO TERM LIMITS; PROVIDING FOR PLACEMENT ON THE BALLOT; PROVIDING FOR REQUISITE BALLOT LANGUAGE; PROVIDING FOR NOTICE OF ELECTION; PROVIDING FOR AUTHORIZATION OF VILLAGE CLERK AND FOR VILLAGE CANVASSING BOARD; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CHARTER/CONFORMITY OF AMENDMENT; AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, the Village Charter of Islamorada, Village of Islands (the "Village") provides that the term limit Council members shall be for no more than eight consecutive years; and

WHEREAS, the Village Council of Islamorada, Village of Islands (the "Village Council"), gave direction to the Village Attorney to prepare an Ordinance to provide lifetime term limits of eight years for Village Councilmembers; and

WHEREAS, pursuant to Section 11(1) of the Charter and Section 166.031, Florida Statutes, the Village Council is authorized to provide by ordinance for the submission of proposed amendment to the Village Charter to the electorate of the Village for acceptance or rejection; and

WHEREAS, the Village Council desires to submit to the electors of the Village the following proposed Charter Amendment.

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. Charter Amendments. Pursuant to Section 11(1) of the Village Charter, and Section 166.031, Florida Statutes, Section 5(2) of the Village Charter of Islamorada, Village of Islands, is hereby amended to reads as follows: [1]

> If Question No. 1 is approved at referendum:
>
> Section 5(2) *Term of office.* The term of office for councilmembers shall be two years. Each councilmember shall remain in office until a successor is elected and assumes the duties of the position, except as otherwise provided herein. No councilmember shall serve more than eight ~~consecutive~~ years in office, as measured from the councilmember's first election to the office of councilmember. This provision shall apply both retroactively and prospectively.

Section 3. Election Called. A referendum vote is hereby called along with the Presidential Preference Primary Election, to be held on Tuesday, March 19, 2024, to present to the electors of Islamorada, Village of Islands, the ballot question provided in Section 5 of this Ordinance.

Section 4. Balloting. That balloting shall be conducted between the hours of 7:00 a.m. and 7:00 p.m. at the regular polling places for Village elections. All qualified Village

[1] Deleted text is indicated by a ~~strikethrough~~ and added text is indicated by an underline.

electors who are timely registered in accordance with law shall be entitled to vote. If authorized by statute and the Village Code, early voting shall be available. Vote-by-Mail shall be available.

Section 5. Form of Ballot.

(a) That the form of the Ballot Questions for the proposed Charter amendment provided for in Section 2 of this Ordinance shall be substantially as follows:

> **Question No. 1**
>
> Lifetime Term Limits for Councilmembers.
>
> It is proposed that the Village Charter be amended retroactively to provide for an eight-year lifetime term limit, whether consecutive or not, that is measured from the elected official's first election to the Office of Councilmember, instead of an eight-year consecutive limit.
>
> Shall the above described Charter amendment be adopted?
>
> Yes [ ]
>
> No [ ]

(b) The Village Clerk and the Village Attorney are authorized to make any nonmaterial changes to the proposed text of the Ballot Question to carry out the intention of the Village Council in order to comply with applicable state law requirements pertaining to referenda found in Chapter 101, Florida Statutes.

Section 6. Notice of Election.

(a) Notice of said election shall be published in accordance with Section 100.342, Florida Statutes, in a newspaper of general circulation within the Village or on the Village's website at least thirty (30) days prior to said election, the first publication to be in the fifth week prior to the election, and the second publication to be in the third week prior to the election.

(b) The notice of election shall be in substantially the following form:

NOTICE OF SPECIAL ELECTION

PUBLIC NOTICE IS HEREBY GIVEN THAT PURSUANT TO ORDINANCE NO. _____ ADOPTED BY THE VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA (THE "VILLAGE") AN ELECTION HAS BEEN CALLED AND ORDERED TO BE HELD WITHIN THE VILLAGE ON TUESDAY, MARCH 19, 2024, BETWEEN THE HOURS OF 7:00 A.M. AND 7:00 P.M., AT WHICH TIME THE FOLLOWING CHARTER AMENDMENT PROPOSAL SHALL BE SUBMITTED TO THE QUALIFIED ELECTORS OF THE VILLAGE.

Question No. 1

Lifetime Term Limits for Councilmembers.

It is proposed that the Village Charter be amended retroactively to provide for an eight-year lifetime term limit, whether consecutive or not, that is measured from the elected official's first election to the Office of Councilmember, instead of an eight-year consecutive limit.

Shall the above described Charter amendment be adopted?

Yes [ ]

No [ ]

The Village Clerk and the Village Attorney are authorized to make any non-material changes to the proposed text of the Ballot Question to carry out the intention of the Village Council in order to comply with applicable state law requirements pertaining to referenda found in Chapter 101, Florida Statutes.

Polling place information and the full text of the proposed Village Charter amendment are available at the Office of the Village Clerk, 86800 Overseas Highway, Islamorada, Florida 33036.

_____

Village Clerk

Section 7. Authorization of Village Clerk. The Village Clerk, with necessary assistance from the Monroe County Supervisor of Elections, is hereby authorized to take all appropriate actions necessary to carry into effect and accomplish the electoral provisions of this Ordinance.

Section 8. Village Canvassing Board. This election shall be canvassed by the Village Clerk in accordance with the provisions of Section 8(a)(7) of the Village Charter and any applicable provisions of the general election laws.

Section 9. Effectiveness. Adoption of the proposed Charter Amendment shall occur if a majority of the electors voting in the referendum vote for its adoption. The adopted Charter Amendment shall be considered adopted and effective upon certification of the election results.

Section 10. Severability. The provisions of this Ordinance are declared to be severable and if any section, sentence, clause or phrase of this Ordinance shall be held to

be invalid or unconstitutional, such decision shall not affect the validity of the remaining sections, sentences, clauses, and phrases of this Ordinance but they shall remain in effect, it being the legislative intent that this Ordinance shall stand notwithstanding the invalidity of any part.

Section 11. Inclusion in the Charter/Conformity of Amendment. Following adoption of the Charter Amendment, the Village Clerk shall have the Charter Amendment incorporated into the Village Charter and shall file the revised Charter with the Department of State. The Village Clerk is authorized to revise the Charter, including the provisions of the transitional provisions, to the extent necessary to ensure that all adopted amendment(s) conform to one another.

Section 12. Effective Date. This Ordinance shall become effective immediately upon adoption on second reading.

The foregoing Ordinance was offered by _____, who moved its adoption on first 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	___
Councilwoman Elizabeth Jolin	___
Councilman Mark Gregg	___
Councilman Henry Rosenthal	___

PASSED on first reading this _____ day of _____, 2023.

[Remainder of the page intentionally left blank.]

The foregoing Ordinance was offered by _____, who moved 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	___
Councilwoman Elizabeth Jolin	___
Councilman Mark Gregg	___
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: Peter Frezza, Environmental Resources Manager
Date: November 7, 2023
SUBJECT: **Motion to Consider Appointment of David Petkovich to the Nearshore Water Regulations Citizens Advisory Committee - TAB 17**

Background:
On October 25th 2023, David Petkovich, a resident of Islamorada, submitted an application to become a member of the Nearshore Water Regulation Citizens Advisory Committee. This application was submitted following the approval of the recently established citizen advisory committees. The Nearshore water committee currently does have an opening.

Analysis:

Budget Impact:

Staff Impact:

Recommendation:

Attachments: 1. Application_Petkovich_near shore water committee

Islamorada, Village of Islands
86800 Overseas Highway, Islamorada, FL 3303
T: 305-664-6400, F: 305-664-6466

Citizen's Committee Application

Please be advised, Florida has a very broad public records law. This application and any attachments become public record once submitted and may be available to the public and media upon request.

Applicants must be a resident of Islamorada.

Applicant Information:

Name: David Petkovich

Physical Address: 112 costa bravo dr Islamorada 33036

Mailing Address: 112 costa bravo dr Islamorada 33036

Home telephone: _____ Business telephone: _____

Mobile telephone: 216-389-2573

Email Address: davidpetkovich@yahoo.com

Committee for which you are applying: Near shore water regulation.

Are you a resident of Islamorada, Village of Islands? yes

1. List any experience you have had participating in activities related to advisory committees and government advisory committees.

I have worked on numerous projects with councilmen Rosenthal, Councilman Ken Davis, Councilwoman Elizabeth Jolin and Councilwoman Sharon Mahoney. Swim

2. List education and experience in the discipline of the committee for which you are applying.

I have served on Water Quality committee and Near shore water regulation.

I have worked on numerous projects with councilmen Rosenthal, Councilman Ken Davis, Councilwoman Elizabeth Jolin and Councilwoman Sharon Mahoney. Swim

3. Please state why you would like to be considered for an appointment to the committee.

I have been on the committee and want to continue the work

Signature: _____ Date: 10/10/23

Completed applications may be mailed to:

Islamorada, Village of Islands
Attn: Village Clerk
86800 Overseas Highway
Islamorada, Florida 33036

Applications may also be submitted via email or facsimile:
Facsimile: (305) 664-6466
Email: clerk@islamorada.fl.us

Note: If desired, please include a resume and/or additional documents to supplement your information.