



Islamorada, Village of Islands

REGULAR VILLAGE COUNCIL MEETING

REVISED

March 12, 2024 - 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. Presentation on the Final Results of the Village's Vulnerability Analysis by Erin Deady
- 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 Citizens Advisory Committee Report - Emma Haydocy, Vice Chairperson - **TAB 1**
- VII. **MAYOR / COUNCIL COMMUNICATIONS**
 - A. Discussion Regarding Purchase of Church Property (Vice Mayor Mahoney)
 - B. Discussion of Backyard Chicken Regulations (Council Member Gregg) - **TAB 2**
- VIII. **VILLAGE ATTORNEY / VILLAGE MANAGER COMMUNICATIONS**
 - A. Report on Noise Ordinance Workshop - **TAB 3**
 - B. Village Manager Report/Updates
 - C. Staff Reports/Updates
- IX. **CONSENT AGENDA**
 - A. Meeting Minutes: Regular Village Council Meetings Held February 13, 2024, and February 15, 2024 and Executive Session Held February 15, 2024 - **TAB 4** (Marne McGrath, Village Clerk)

- B. Resolution Approving Turf and Landscape Maintenance Agreement Renewal #1 with the Florida Department of Transportation - **TAB 5** (A.J. Engelmeyer, Public Works Director)

A RESOLUTION OF THE VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA, APPROVING THE FIRST RENEWAL OF NEW TURF AND LANDSCAPE MAINTENANCE AGREEMENT BETWEEN THE FLORIDA DEPARTMENT OF TRANSPORTATION AND ISLAMORADA, VILLAGE OF ISLANDS; AUTHORIZING THE VILLAGE MANAGER TO EXECUTE THE AGREEMENT; AUTHORIZING THE VILLAGE MANAGER TO EXPEND BUDGETED FUNDS; AUTHORIZING THE VILLAGE MANAGER TO TAKE NECESSARY ACTION; AND PROVIDING FOR AN EFFECTIVE DATE

- C. Resolution Approving Federal Lobbyist Agreement with Thorn Run Partners - **TAB 6** (John Quick, Interim Village Attorney)

A RESOLUTION OF THE VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA, APPROVING THE AGREEMENT FOR PROFESSIONAL FEDERAL LOBBYING SERVICES BETWEEN THORN RUN PARTNERS 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

- D. Resolution Approving Recommendation and Agreement for Splash Pad Resurfacing Project - **TAB 7** (Maria Bagiotti, Founders Park Director)

A RESOLUTION OF THE VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA, APPROVING THE FINAL RANKINGS AND RECOMMENDATIONS OF THE RFP 24-03 EVALUATION COMMITTEE FOR SELECTION OF A CONTRACTOR FOR THE FOUNDERS PARK SPLASH PAD RESURFACING PROJECT; AUTHORIZING THE VILLAGE MANAGER AND VILLAGE ATTORNEY TO NEGOTIATE AN AGREEMENT FOR THE REQUESTED SERVICES; AUTHORIZING THE VILLAGE MANAGER TO EXECUTE THE AGREEMENT; AUTHORIZING THE VILLAGE MANAGER TO EXPEND BUDGETED FUNDS; AND PROVIDING AN EFFECTIVE DATE

- E. Resolution Approving Recommendation and Agreement for Founders Park Solar Street Light Fixtures Replacement Project - **TAB 8** (Maria Bagiotti, Founders Park Director)

A RESOLUTION OF THE VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA, APPROVING THE FINAL RANKINGS AND RECOMMENDATIONS OF THE RFP 24-02 EVALUATION COMMITTEE FOR SELECTION OF A CONTRACTOR FOR THE FOUNDERS PARK SOLAR STREET LIGHT FIXTURES REPLACEMENT 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

- F.** Resolution Approving Purchase of CityView Workspace - **TAB 9** (Vince Tarves, Systems Engineer)

A RESOLUTION OF THE VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA APPROVING THE PROPOSAL BETWEEN CITYVIEW, A DIVISION OF HARRIS COMPUTERS SYSTEMS, AND ISLAMORADA, VILLAGE OF ISLANDS TO PROVIDE THE CITYVIEW WORKSPACE UPGRADE; AUTHORIZING VILLAGE OFFICIALS TO IMPLEMENT THE TERMS AND CONDITIONS OF THE PROPOSAL; AUTHORIZING THE VILLAGE MANAGER TO EXPEND BUDGETED FUNDS; AUTHORIZING THE VILLAGE MANAGER TO EXECUTE THE PROPOSAL; PROVIDING FOR A WAIVER OF PURCHASING PROVISIONS; APPROVING A BUDGET AMENDMENT; AND PROVIDING FOR AN EFFECTIVE DATE

- G.** Resolution Ratifying Increasing Authorized Purchases from F.J. Nugent through the End of FY 2023-2024 - **TAB 10** (A.J. Engelmeyer, Public Works Director)

A RESOLUTION OF THE VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA, RATIFYING INCREASING AUTHORIZED PURCHASES FROM F.J. NUGENT AND ASSOCIATES, INC., THROUGH THE END OF FY 2023-2024; AUTHORIZING THE VILLAGE MANAGER TO EXPEND BUDGETED FUNDS; AND PROVIDING FOR AN EFFECTIVE DATE

- H.** Resolution Approving the Ranking of The RFP 23-19 Evaluation Committee for Professional Engineering Services for a Stormwater Management Master Plan - **TAB 11** (A.J. Engelmeyer, Public Works Director)

A RESOLUTION OF THE VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA, APPROVING THE RANKING OF THE RFP 23-19 EVALUATION COMMITTEE FOR PROFESSIONAL ENGINEERING SERVICES FOR A STORMWATER MANAGEMENT MASTER PLAN; AUTHORIZING

**THE VILLAGE MANAGER AND VILLAGE ATTORNEY TO
NEGOTIATE AN AGREEMENT; AND PROVIDING AN EFFECTIVE
DATE**

- I. Resolution Approving a Statewide Mutual Aid Agreement (SMAA) with the State of Florida - **TAB 12** (Terry Abel, Fire Chief)

**A RESOLUTION OF THE VILLAGE COUNCIL OF ISLAMORADA,
VILLAGE OF ISLANDS, FLORIDA ADOPTING THE STATEWIDE
MUTUAL AID AGREEMENT BETWEEN THE FLORIDA DIVISION
OF EMERGENCY MANAGEMENT AND ISLAMORADA, VILLAGE
OF ISLANDS TO PROVIDE MUTUAL FIRE PROTECTION AND
RESCUE SERVICES ASSISTANCE; AUTHORIZING VILLAGE
OFFICIALS TO IMPLEMENT THE TERMS AND CONDITIONS OF
THE AGREEMENT; AUTHORIZING THE VILLAGE MANAGER TO
EXECUTE THE AGREEMENT; AND PROVIDING FOR AN
EFFECTIVE DATE**

- J. Resolution Establishing Process to Create and Select Village Flag - **TAB 14** (John Quick, Interim Village Attorney)

**A RESOLUTION OF THE VILLAGE COUNCIL OF ISLAMORADA,
VILLAGE OF ISLANDS, FLORIDA, RECOGNIZING THE
IMPORTANCE OF A VILLAGE FLAG AND INITIATING A
PROCESS TO DESIGN AND ADOPT A NEW FLAG FOR THE
VILLAGE; AND PROVIDING AN EFFECTIVE DATE**

- K. Resolution Approving First Budget Amendment for FY 2023-2024 - **TAB 15** (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 2023-2024; AND
PROVIDING AN EFFECTIVE DATE**

- L. Resolution Approving Fourth Amendment To Employee Interchange Agreement with Monroe County - **TAB 16** (John Quick, Interim Village Attorney)

**A RESOLUTION OF THE VILLAGE COUNCIL OF ISLAMORADA,
VILLAGE OF ISLANDS, FLORIDA, APPROVING AN
AMENDMENT OF THE EMPLOYEE INTERCHANGE AGREEMENT
WITH MONROE COUNTY, FLORIDA; AND PROVIDING AN
EFFECTIVE DATE**

******END OF CONSENT AGENDA******

X. RESOLUTIONS

- A. Resolution to Approve Village Manager Contract with Robert Cole - **TAB 13** (John Quick, Interim Village Attorney)

A RESOLUTION OF THE VILLAGE COUNCIL OF ISLAMORADA,

VILLAGE OF ISLANDS, FLORIDA, APPROVING THE APPOINTMENT OF ROBERT COLE AS VILLAGE MANAGER; APPROVING AND AUTHORIZING EXECUTION OF AN EMPLOYMENT AGREEMENT WITH MR. COLE FOR SERVICE AS THE VILLAGE MANAGER; AND PROVIDING FOR AN EFFECTIVE DATE

XI. ORDINANCES

- A. Ordinance Amending Section 2-121, Appeals of Code Enforcement Orders - Second Reading - TAB 17 (John Quick, Interim Village Attorney)**

AN ORDINANCE OF ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA, AMENDING THE VILLAGE CODE BY AMENDING CHAPTER 2 "ADMINISTRATION," ARTICLE III "CODE COMPLIANCE," DIVISION 2 "ADMINISTRATION AND ENFORCEMENT", SECTION 2-121 "APPEALS OF ORDER"; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE; AND PROVIDING FOR AN EFFECTIVE DATE

- B. Ordinance Amending Section 2-236, Purchasing - First Reading - TAB 18 (John Quick, Interim Village Attorney)**

ORDINANCE OF ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA, AMENDING CHAPTER 2 "ADMINISTRATION", ARTICLE 2-IV "FINANCE", DIVISION 2-IV-2 "PURCHASING", AMENDING SECTION 2-236 "AUTHORITY OF VILLAGE MANAGER" TO UPDATE THE SIGNING AUTHORITY OF CHECKS; AMENDING SECTION 2-237 "GUIDELINES" TO PROVIDE FOR INCREASED AMOUNTS IN PURCHASING AUTHORITY; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE; AND PROVIDING FOR AN EFFECTIVE DATE

- C. Ordinance Calling for a Referendum to Revise Term Limits - Second Reading - TAB 19 (John Quick, Interim Village Attorney)**

AN ORDINANCE OF ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA, CALLING FOR A REFERENDUM VOTE TO BE HELD WITH THE REGULAR VILLAGE ELECTION ON NOVEMBER 5, 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; REPEALING ORDINANCE NO. 24-02; AND PROVIDING FOR AN EFFECTIVE DATE

- D. Ordinance Calling for a Referendum to Establish 4-year Staggered Councilmember Terms - **First Reading - TAB 20** (John Quick, Interim Village Attorney)

AN ORDINANCE OF ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA, CALLING FOR A REFERENDUM VOTE TO BE HELD WITH THE GENERAL ELECTION ON TUESDAY, NOVEMBER 5, 2024; PROVIDING FOR SUBMISSION TO THE ELECTORS OF A PROPOSED AMENDMENT TO THE VILLAGE CHARTER PERTAINING TO TERMS OF OFFICE, LENGTH OF TERMS, 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

XII. SUPPLEMENTARY REPORTS

- A. After-Action Report

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: March 12, 2024
SUBJECT: **Presentation on the Final Results of the Village's Vulnerability Analysis by Erin Deady**

Background:

Analysis:

Budget Impact:

Staff Impact:

Recommendation:

Attachments: None

Near Shore Water Regulation Citizens' Advisory Committee Meeting 1.30.2024 Report

1. The committee heard an update from the Sheriff's Department regarding the current search for a new vessel and current staffing issues. The department is currently down one marine officer and is currently training existing officers to fill that gap. The committee supports ongoing efforts to provide resource, vessel, and staff capacity for marine operations by the Department.
2. The committee received an update on the White Marlin Vessel Exclusion Zone and the recently passed ordinance. The committee would like to extend our thanks to the Council for your favorable action on the ordinance. The committee will continue to monitor issues in this area and report back to council and staff with any further concerns.
3. The committee has no substantive updates on the Florida Keys National Marine Sanctuary final rule or management plan, however, we look forward to their anticipated release in summer 2024.
4. The committee discussed the Whale Harbor Channel Idle Speed Zone, where there have been changes in boater behavior since Whale Harbor installed signs on their property. While the committee has discussed the potential for additional buoys or signage to be installed on the water, to allay confusion by boaters, the committee will reserve any further recommendations in this nearshore area until we have more feedback on use with the new signage on land.
5. The committee heard an update from staff on the proposed extension and expansion of the Tavernier Creek Slow Speed/Minimum Wake Zone. The committee is thrilled that this proposal is gaining traction and moving forward with the Village and County. The committee understands that this process will take upwards of a year and will continue to support this long-overdue extension moving forward.



Council Communication

To: Mayor and Village Council
From:
Date: March 12, 2024
SUBJECT: Discussion Regarding Purchase of Church Property (Vice Mayor Mahoney)

Background:

Analysis:

Budget Impact:

Staff Impact:

Recommendation:

Attachments: None



Council Communication

To: Mayor and Village Council
From:
Date: March 12, 2024
SUBJECT: Discussion of Backyard Chicken Regulations (Council Member Gregg)
- TAB 2

Background:

Analysis:

Budget Impact:

Staff Impact:

Recommendation:

Attachments: 1. Backyard Chickens Discussion

Re: Chickens

From: mgregg9787@aol.com

To: jerry.sanders@islamorada.fl.us

Date: Tuesday, February 2, 2016 at 05:02 PM EST

Thank you!!!

-----Original Message-----

From: jerry sanders <jerry.sanders@islamorada.fl.us>

To: Mark Gregg <mgregg9787@aol.com>

Sent: Tue, Feb 2, 2016 3:30 pm

Subject: RE: Chickens

No codes that I am aware of.

Thank You,

Jerry Sanders

Senior Code Enforcement Officer

305-664-6436

jerry.sanders@islamorada.fl.us

-----Original Message-----

From: Mark Gregg [<mailto:mgregg9787@aol.com>]

Sent: Tuesday, February 02, 2016 9:48 AM

To: jerry sanders <jerry.sanders@islamorada.fl.us>

Subject: Chickens

Hello Jerry, Are there any regulations or restrictions on keeping chickens in my backyard? Thanks, Mark Gregg.

Sent from my iPhone

Sec. 4-77. - Number of dogs, cats, ferrets and birds allowed.

- (a) The number of dogs, cats, and ferrets is not restricted so long as animals are properly licensed, vaccinated, housed and cared for, do not cause a nuisance, and other housing or association rules are complied with.
- (b) Any number of birds may be kept so long as they are adequately and humanely cared for, their noise does not reasonably intrude into the domain of other persons, and their keeping does not create any threat to the health and safety of the public due to unsanitary conditions.

(Code 1979, § 3-28; Ord. No. 006-2006, § 1; Ord. No. 022-2006, § 9)

Sec. 4-76. - Keeping wild animals and livestock.

(a) *Zoning.* No livestock, as defined in section 4-1, or barnyard animals such as chickens, ducks or geese, shall be kept either penned or loose in any area unless permitted by the county. Animals considered wild shall not be kept in any residential area in the county. Horses kept for police purposes are exempt from the minimum land requirements of this section.

- (1) Keeping of livestock. Excluding horses for personal use as allowed in subsection (2), the keeping of livestock and agricultural/commercial uses associated with the keeping of horses (i.e. stables and riding grounds) is permissible only on a parcel of land that a) has an approved agriculture use and b) is within a land use (zoning) district which permits agriculture and/or is within an agricultural/aquacultural use overlay as set forth in section 130-120 of the Monroe County Land Development Code. The county's code compliance department will be responsible for enforcement of land zoning restrictions under this section, but the County's animal control officers will otherwise be responsible for enforcement relating to animal care.
- (2) Keeping of a horse for personal use. For purposes of this section, a horse is defined as a hoofed mammal categorized within the Species equus ferus caballus. For purposes of this section contiguous land means upland that a horse can walk or graze upon but it does not exclude the land upon which structures are built.

- a. A horse may be kept on a parcel of land that contains one acre or more of contiguous upland, and a small horse not higher at the shoulder than 14 ½ hands (55 in./146 cm) may be kept on a parcel of land that contains a half (½) acre or more of contiguous upland; if all of the following criteria are met:

1. The horse(s) shall be for personal use only. Under no circumstance shall the horse(s) be kept for a primary on-site commercial purpose, such as a commercial riding ground. Equine therapy and education programs may be allowed as institutional uses where such institutional uses are properly permitted; and
2. There shall be a lawful residential dwelling unit on the same parcel of land upon which the horse(s) is kept; and
3. The areas in which the horse(s) is to roam shall be entirely enclosed with a fence of at least four feet in height.; and
4. The stable or other area in which the horse(s) is kept overnight shall be located at least 50 feet from any residential dwelling unit, excluding the residential dwelling unit located on the parcel where the horse(s) is kept.; and
5. For parcels of land containing over one acre of contiguous upland, an additional horse may be kept for each additional half (½) acre of upland.

- b.

Non-conformities; Nonconforming uses, which have been established prior to the enactment of this ordinance, may continue unless the use is discontinued or abandoned for six consecutive months.

(b) *Wild animals.*

- (1) No person, partnership or corporation shall possess or harbor any wild animal. This prohibition does not apply to zoological parks, properly licensed transient animal exhibitions, circuses, or licensed veterinarians or DNRDEP-licensed caregivers to wild animals.
- (2) Anyone in possession of a wild, or exotic animal, as defined and regulated by federal or state statutes, or a crossbreed of a wild or exotic animal with a domestic animal, shall meet the following requirements to keep the animal:
 - a. Obtain and keep current a permit from the state for the keeping, possessing or exhibiting of a wild or exotic animal;
 - b. Comply with zoning restrictions for the keeping or possessing of a wild or exotic animal; and
 - c. Restrain the animal adequately so as to protect the public from any harm.

(c) *Hearing and disposition.* When an animal control officer has reason to believe that an individual possesses an unpermitted wild or exotic animal, the officer shall submit a report to the office of the county attorney. The county attorney shall decide whether to petition the court for a show cause hearing to determine the animal's status as a wild or exotic animal. If an animal is determined to be wild or exotic by the court, the individual possessing the animal shall immediately comply with the restraint requirements set forth in this chapter. At any time following the judge's decision, if an animal control officer believes any wild or exotic animal has not been adequately restrained, the animal may be immediately taken into custody and held in a safe and humane manner until the owner can demonstrate compliance. Any individual whose animal has been so held by the animal control officer shall be responsible for the costs incurred as a result of failure to comply with this chapter.

(d) *Compliance period; citation.* Any person possessing a wild or exotic animal shall have 14 calendar days following the court's decision to fully comply with this chapter. After 14 calendar days, if that person has not so complied, an animal control officer shall issue that person a citation for violating this chapter. The citation shall require an appearance before a judge and may result in the court-ordered destruction of the wild or exotic animal, or other disposition, at the cost of the owner.

(Code 1979, § 3-20; Ord. No. 006-2006, § 1; Ord. No. 022-2006, § 6; Ord. No. 044-2013, § 1)

Sec. 1-5. - Jurisdiction.

- (a) Except as otherwise provided, the provisions of this code shall apply in, and only in, the unincorporated areas of the county.
- (b) In the case of a newly created municipality, the county ordinances in effect on the date the municipality comes into existence will remain in effect for one year from the date the municipality came into existence or until superseded by the action of the city council or commission, whichever event occurs first. This subsection does not apply to a county ordinance whose effectiveness within the municipality is specifically superseded or modified by the municipal charter.

(Code 1979, § 1-5; Ord. No. 63-1997, § 2)

Upper Keys Animal Care and Control

105951 Overseas Highway

Key Largo, Florida 33037

(305)451-0088

Open 9 AM to 6 PM Monday through Friday; 9 AM to 3 PM Saturday

WARNING NOTICE

NAME OF ANIMAL OWNER:

ADDRESS:

STREET/CITY

TELEPHONE: HOME/WORK:

DESCRIPTION OF ANIMAL(S):

BREED/COLOR/AGE/SPAYED OR NEUTERED:

DATE ISSUED:

TIME: AM/PM

ANIMAL CONTROL OFFICER SIGNATURE:

You are or may be in violation of the following Monroe County and/or Florida State Animal Control Codes/Statutes:

☐ Animal at Large, Sec. 4-67(a)

☐ Dog Bite, Sec. 4-75 (h)

☐ No current rabies vaccination, Sec. 4-64

☐ No valid County rabies license, Sec. 4-65

☐ Failure to neuter Dogs, Cats, or Rabbits, Sec. 4-69 (a)

☐ Failure to provide adequate shelter, Sec. 4-81 (j) (5)

☐ Failure to provide veterinary care, Sec. 4-81 (e)

☐ Animal(s) confined in vehicle, Sec. 4-81 (s)

☐ Permitting Animal to be a nuisance, Sec. 4-67 (c)

☐ Failure to restrain a dangerous animal, Sec. 4-75

☐ Confinement of a female animal in heat, Sec. 4-67 (d)

☐ Abandonment of animal(s), Sec. 4-68; FL. Statute 828.13

☐ Cruelty to animal(s), Sec. 4-72; FL. Statute 828.12

☐ Chaining and Tethering Animals Prohibited, Sec. 4-70

☒ Other Violations: Sec 4-76(A) NO livestock, includes

chicken -

You have 30 DAYS - Re Home Out of County hours to comply with the above checked Monroe County Ordinance/ Florida State Statute. Failure to comply with this WARNING NOTICE could result in your animal(s) being impounded by Upper keys Animal Care and Control. When your animal(s) is impounded, it will be held for five (5) working days. If you do not claim your animal within the five-day period, the animal(s) will become the property of Monroe County. In addition to fines and fees being imposed, you may also receive a citation that may result in a court action against you.

Signature of animal owner: _____

The Many Benefits of Backyard Chickens



By Green America

Updated 10/2022

When Green America member Laura Gidney and her husband John were househunting in New York state, they knew their new home had to be in a neighborhood zoned for backyard chickens. The Gidney family now has ten adult chickens, with 20 newly hatched chicks this spring. They make their home in a comfortable coop with plenty of space to roam. Each morning, the Gidneys enjoy fresh eggs from their mini-flock.

As the Gidneys have learned, keeping a small flock of chickens in your backyard has many benefits, from supplying you with fresh, healthy eggs from well-cared-for animals, to giving you great fertilizer for gardening, to providing lively pets—as well as being part of the drive to local, sustainable food systems.

Why Backyard Chickens?

Most chicken-owners have the same reason for starting up their flocks: eggs. By getting eggs from your own chickens, you avoid supporting industrial farms that produce the majority of eggs sold in the US. Egg-producing hens on factory farms are often kept in such close, inhumane quarters that they cannot stretch their legs or wings, walk around, or participate in normal social behaviors.

Also, a 2010 Cambridge University study demonstrated that pasture-raised eggs, from chickens given space to peck for food, are more nutritious than industry-sourced eggs, with pasture-raised eggs containing twice as much vitamin E and long-chain omega-3 fatty acids. With certified organic chicken feed available, you can keep your chickens healthy while supporting sustainable farming.

Those healthier eggs may cost a little more than factory-farmed eggs at the grocery store, but they're competitive with and often cheaper than the cost of local, free-range eggs. Taking into account only the cost of food but not coop materials or other one-time expenses, most backyard chicken-keepers estimate they pay about \$3 per dozen for backyard eggs. Eggs at most farmers' markets tend to run from \$5+ per dozen.

Backyard chickens also serve as great composters for your kitchen scraps. Andrew Malone, who runs Funky Chicken Farm in Melbourne, FL, says he can't think of much you can't feed a chicken.

"They're omnivores and will eat just about anything that comes out of the kitchen, including meat," he says. Just make sure to supplement kitchen scraps with proper feed, Malone warns, to ensure your chickens are getting the nutrition they need to stay healthy and lay strong eggs.

You can then add the chicken's waste to your compost pile and use it on your garden as a fertilizer. In addition, chickens will happily eat up insects and pests in your yard.

Provided that children are gentle with the chickens, Jim Dennis, owner of Phoenix-based chicken company Rent-a-Hen, has observed that chickens can make social and even affectionate pets.

"For my children, every morning it's a race to see which one of them gets to collect the eggs," says Laura Gidney. "Today most kids are in a race to play a video game, so we are happy to have our kids out in the fresh air, playing

in the dirt with their chickens.”

Check Local Ordinances

Before you run out and buy a clutch of chicks, make sure you’re ready for the commitment. First, check with your local officials to ensure backyard chickens are allowed where you live. Some municipalities have bans on chickens, or limits on how many chickens you can keep on your property. Because of their infamous early-morning cockadoodle-does, roosters are banned from many cities.

If your city isn’t yet chicken-friendly, CommunityChickens.com has articles on how to change local ordinances.

Building a Happy Home for Your Backyard Chickens

If your local ordinances approve of backyard chickens, you’ll want to provide your birds with a chicken coop, or a secure hen house that will offer the birds a place to lay eggs, as well as a “run” where they can roam and peck. Make sure your coop also protects them from predators.

“If you’ve never seen a raccoon on your property, I can almost guarantee you’ll see one within the first few nights that you bring those chickens home,” says Malone.

Each chicken needs three to four square feet of space in the coop, and another three to four square feet in the run. Because chickens are social animals, Malone suggests a minimum of six chickens—which would require an 18-sq foot coop and a run of equal size.

If you’re a do-it-yourself-er, the Internet is rife with ideas and instructions—from coops on wheels that can be moved from place-to-place in your yard to designs to build a coop for under \$100.

Your local feed store and online companies like backyardchickens.com also carry ready-built chicken coops.

Experts also recommend having one nesting box inside the coop for every three to four chickens—you can use a pre-fabricated wooden box from a feed store, or utilize any number of things you may have at home, like old milk crates, plastic tubs, and even a five-gallon bucket placed on its side. Or your chickens may choose their own place to lay. Green America member Rob McLane of Tucson, AZ, says that one of his chickens wanders inside every day to lay an egg in the family laundry basket.

Daily Care Concerns

Taking proper care of your chickens will ensure that they stay healthy, and will help you get the most eggs out of your flock. Each chicken requires about ¼ cup of feed per day, as well as a supply of fresh, clean water. Chickens can survive both hot and cold weather, and will be fine outside with temperatures as low as 15 degrees, but their laying patterns will change with the seasons.

Be sure to be vigilant about cleaning your chicken coop every two weeks and cleaning your hands and shoes after handling chickens and their eggs. A report from the Center for Disease Control this summer traced a seven-year salmonella outbreak to a hatchery that shipped chicks to consumers around the country. The outbreak has since ended, but the report emphasizes the importance of good hygiene when handling your chickens.

Pickin' Chickens

From Rhode Island Reds to Plymouth Rocks, there are many breeds available for your flock. Different breeds come with different personalities and different rates of egg-laying—and you can combine breeds in one flock for variety. While Malone says choosing a favorite chicken breed would be “like picking a favorite child,” he notes that brown-egg-laying breeds tend to be more social and docile.

The website MyPetChicken.com's Breed Selector Tool can help you to find the breed of chicken right for you.

Depending on where you live, there are several ways to get your own backyard chickens. Some chicken keepers choose to raise their chickens from chicks. This requires providing the chicks with additional heat and special feed; chicks can be found at local feed stores and farms. You may also be able to find older chickens locally—old enough to be outside without extra heat, but not yet laying eggs.

According to the Humane Society of the United States, many chickens with years of egg-laying ahead of them are brought to shelters and farm sanctuaries, and while they may not produce eggs at the rate of younger hens, they may be a perfect match for families who want to raise humanely treated chickens and save an adult chicken from slaughter.

Most hens start laying eggs at about six months old and will lay with the greatest frequency for that first year—giving you about four to seven eggs each week, though it may vary with the seasons. The number of eggs she'll produce will reduce by about 10% each subsequent year, and most backyard hens can live from eight to ten years.

Different people will make different decisions about what to do with a chicken at the end of her productive egg-laying period. For many, backyard chickens are seen as pets, and their owners will choose to continue to care for them for the duration of their natural lives. Others will butcher their older hens, using them as an additional source of food. Because of the increased numbers of hens being given to shelters and sanctuaries, the US Humane Society asks that people not drop off their non-productive chickens.

If you think chickens might be right for your family, keep in mind Laura Gidney's words: "I always encourage anyone who can to totally do it!" she says. "Besides the fact that the eggs taste better, you know the quality of the food you give your birds, you know the conditions they live in, and it's a beautiful thing to see your kids are out there taking care of and loving these birds and getting nutritious food out the whole deal."

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Council Communication

To: Mayor and Village Council
From: Jennifer DeBoisbriand , Planning Director
Date: March 12, 2024
SUBJECT: **Report on Noise Ordinance Workshop - TAB 3**

Background:

On February 22, 2024, The Planning Department held a planning workshop on the noise ordinance. About 27 members of the community participated. We had representatives from the business community as well as citizens and committee members. A brief presentation was given. We have attached PowerPoint to this communication. After the presentation, we allowed for some questions and public comment and then had roundtable discussions. Finally, we brought the group back together for a report back from the roundtables and final thoughts as well as next steps.

The workshop was recorded and has been posted to Youtube.

Analysis:

The staff felt the workshop was very successful. We intend to review all the data and possibly make recommendations for next steps.

Budget Impact:

Staff Impact:

Recommendation:

Attachments: 1. Noise Wksp PowerPoint Final



ISLAMORADA, VILLAGE OF ISLANDS NOISE ORDINANCE WORKSHOP



AGENDA

- Welcome & Introduction of Staff
- Brief Presentation
- General Q & A (10-15 minutes)
- Roundtable Discussions (45 minutes)
- Short Break (10 minutes)
- Report Back to Group from Roundtables/Final Q & A (20 minutes)
- Next Steps
- Adjourn

WHAT IS A NOISE ORDINANCE ?

- A Noise Ordinance is a local law that sets limits on noise levels allowed in specific areas during specific times. The goal is to maintain a peaceful environment by addressing excessive noise that causes a disturbance.

VILLAGE NOISE ORDINANCE

- The Village Code ARTICLE 18-IV NOISE provides the specifications for the Village's Noise Ordinance.
- The purpose of the Village's Noise Ordinance is “to provide an efficient procedure for the prohibition of excessive, unnecessary, or unnaturally loud noises within the incorporated areas of the village.” Its importance is that it regulates loud noise to protect public health, safety and welfare within the village limits.

KEY PROVISIONS

- The main points of the Noise Ordinance, highlighting key rules and regulations are:
- Sec 18-63 GENERAL PROHIBITION
 - No person shall by any method or device make, continue or cause to be made or continued any noise disturbance within the village except as allowed by this article.
- Sec 18-64 UNMUFFLED EXHAUST
- Sec 18-65 MULTIFAMILY DWELLINGS
- Sec 18-66 PAGERS, PUBLIC ADDRESS, AND TELEPHONES

EXEMPTIONS

- Emergency Situations (Alarms, maintenance, work by public employees)
- Public property including school athletic facilities and Village owned property
- Aircraft in conjunction with an approved use and zoning
- Construction Activity between 7:30 am and sundown
- Lawn and garden maintenance and machinery between 7:00 am and sundown
- Outdoor bands, amplified music and entertainers on all approved commercial properties between 7:00 am and 10:00 pm Sunday through Thursday and 7:00 am through 11:00pm Friday and Saturday

HOW IS NOISE MEASURED?

- Per the Village Code, Noise is measured by “ordinary, auditory senses of a reasonable person with normal sensitivities” without assistance of a mechanical device.
 - The measurement should be taken not less than 50 feet from the sound source
- Another option would be to establish decibel levels and use a decibel meter for measurement.

ENFORCEMENT PROCEDURES

- Through the Village's Code Compliance Department; or
- The Monroe County Sheriff Office



GENERAL Q & A



ROUND TABLE DISCUSSION/BREAKOUT



BREAK



REPORT OUT/DISCUSSION/FINAL Q & A



NEXT STEPS



THANK YOU FOR PARTICIPATING!

CONTACT INFORMATION

- Jennifer DeBoisbriand
Planning Director
Office: (305) 664-6440
Jennifer.DeBoisbriand@islamorada.fl.us
- Regine Charles-Bowser, MCP
Principal Planner
Office: (305) 664-6424
regine.charles@islamorada.fl.us



Council Communication

To: Mayor and Village Council
From:
Date: March 12, 2024
SUBJECT: Village Manager Report/Updates

Background:

Analysis:

Budget Impact:

Staff Impact:

Recommendation:

Attachments: None



Council Communication

To: Mayor and Village Council
From:
Date: March 12, 2024
SUBJECT: Staff Reports/Updates

Background:

Analysis:

Budget Impact:

Staff Impact:

Recommendation:

Attachments: None



Council Communication

To: Mayor and Village Council
From: Marne McGrath, Village Clerk
Date: March 12, 2024
SUBJECT: **Meeting Minutes: Regular Village Council Meetings Held February 13, 2024, and February 15, 2024 and Executive Session Held February 15, 2024 - TAB 4**

Background:

Meeting minutes from the Regular Village Council Meetings held February 13 and 15, 2024, and minutes from the Executive Session held on February 15, 2024 regarding the Gulizio case are presented for Council's consideration and approval.

Analysis:

Budget Impact:

Staff Impact:

Recommendation:

- Attachments:**
1. 02 13 2024 Regular Village Council Minutes
 2. 02 15 2024 Executive session summary (Gulizio lawsuit)
 3. 02 15 2024 Regular Village Council Minutes



Islamorada, Village of Islands

REGULAR VILLAGE COUNCIL MEETING

AGENDA REVISION 2

February 13, 2024 - 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

Fire Chief Terry Abel led the Pledge of Allegiance and Mayor Pinder began the meeting with a prayer.

III. AGENDA: Requests for Deletion / Emergency Additions

Council Member Henry Rosenthal asked to move up Tab 19 (Village Manager position) to be heard after the Consent Agenda.

Tab 4 was removed from the agenda.

IV. REPORTS, PRESENTATIONS AND ANNOUNCEMENTS

A. FDOT Landscaping Project Presentation

Monica Rodriguez, FDOT District Landscape Manager, presented an overview of the standalone landscape project which would run from MM 75.024 to 81.44.

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:

Van Cadenhead

Frank Derfler

Tom Raffanello, on behalf of the Islamorada Community Alliance

Joe Wischmeier

Joe Jannach

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

VI. MAYOR / COUNCIL COMMUNICATIONS

A. Discussion Regarding Potential Staggering of Councilmember Terms (Councilmember Elizabeth Jolin) **TAB 2**

Council Member Elizabeth Jolin opened a conversation about whether staggering Council terms might stabilize the community. All five seats change at each election. John Quick noted it would require a referendum which could be prepared for the November 2024 ballot and would take effect in 2026 if passed.

A majority of the Council were in favor of four-year staggered terms and Interim Village Attorney John Quick indicated he would prepare an ordinance for the Council's consideration to place the question on the November 5, 2024 ballot.

There was not a majority of Council in favor of eliminating the requirement to run for a specific seat.

B. Clarification of and Staff Direction for Requirement for District Boundary Buffer Requirement, as per Quasi-Judicial Hearing on Variance for 121 Carroll Street Heard on April 11, 2023 (Councilmember Mark Gregg) **TAB 3**

Council Member Mark Gregg noted a past variance request for a district boundary buffer between residential and commercial properties. He requested that the Code be updated to make it an administrative function to not require a boundary buffer on the residential side.

Planning Director Jennifer DeBoisbriand requested clear direction on how to propose the code change. She asked whether the Council wanted this for all residential districts, as they have varying requirements. The Council asked Director DeBoisbriand to analyze the options and make a recommendation.

C. Staff Direction for Offers to Purchase and "Other Relief" for Administration Relief Application Hearings under Village Code Section 30-477(f)(2) and (3) (Councilmember Mark Gregg) **TAB 4**

This tab was removed at the beginning of the meeting.

D. Discussion about the Composition of the LPA (Mayor Buddy Pinder)

Interim Village Attorney John Quick noted the Local Planning Agency is required per state statute, but that statute is silent as to the committee's composition. Discussion ensued and Council consensus was to give direction to Planning Director Jennifer DeBoisbriand to assess LPA processes and related costs and return with a recommendation on how the LPA might be changed.

VII. VILLAGE ATTORNEY / VILLAGE MANAGER COMMUNICATIONS

A. Request for Direction Regarding Termination of the Lease Agreement for Operation of the Billboard on Windley Key **TAB 5**

Environmental Resources Manager Pete Frezza noted the billboard is on Village property under a current contract with OutFront Media. The term of lease is due to expire at the end of July and the Village has the option to terminate with a 90-day

notice. Staff were looking for a recommendation, noting if the contract were terminated the billboard would be replaced with a planting project.

ACTION: Motion to approve termination of billboard agreement item VII.A. by Henry Rosenthal second by Mark Gregg;
Motion passed with a 5:0 vote

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

NAYS: None

ABSTAIN: None

Planning Director Jennifer DeBoisbriand announced the noise ordinance workshop was being held on February 22 and that the department was taking comments. She encouraged interested members of the public to attend.

VIII. CONSENT AGENDA

Council Member Henry Rosenthal pulled Tabs 7, 8, and 9 which were moved to the end of the resolutions section of the agenda.

ACTION: Motion to approve consent agenda items 6 and 10 item VIII. by Mark Gregg second by Sharon Mahoney;
Motion passed with a 5:0 vote

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

NAYS: None

ABSTAIN: None

- A.** Approval of Meeting Minutes: **TAB 6**
Executive Session - January 9, 2024
Regular Council Meeting - January 9, 2024
Regular Council Meeting - January 11, 2024
Special Call Village Council Meeting - January 17, 2024
Special Call Village Council Meeting - January 22, 2024 (Marne McGrath, Village Clerk)

- B.** Resolution Approving First Amendment to Contractual Services Agreement for Solid Waste Services to allow a Rate Correction for Commercial Rolloff Compactors **TAB 10** (Maria Bassett, Finance Director)

A RESOLUTION OF THE VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA, APPROVING THE FIRST AMENDMENT TO THE CONTRACTUAL SERVICES AGREEMENT FOR RESIDENTIAL AND COMMERCIAL SOLID WASTE, YARD WASTE AND RECYCLING COLLECTION AND DISPOSAL SERVICES; AUTHORIZING VILLAGE OFFICIALS TO IMPLEMENT THE TERMS AND CONDITIONS OF THE AMENDMENT; AND PROVIDING AN EFFECTIVE DATE

IX. MOTIONS

A. Motion to Approve Path Forward for Village Manager Position **TAB 19**

Council Member Henry Rosenthal noted he moved this item up because it was important and was placed late in the agenda. Interim Village Attorney John Quick noted it was a motion and, per Council's Meeting Procedures motions are on the agenda just before the adjournment.

Council Member Mark Gregg noted he was requesting reconsideration of the January 22 motion not to select Robert Cole. He noted that he had received an overwhelming amount of comments from residents asking for the Council to decide on a Village Manager. Council Member Gregg indicated he was asking for reconsideration based on that community feedback.

Council Member Elizabeth Jolin noted that during Florida Keys Day in Tallahassee, she heard a strong message from Keys officials that what was going on here had to stop.

There was discussion about the importance of regularly evaluating Mr. Cole's performance and whether there may be an opportunity for him to initially serve in an assistant manager role. It was determined to move forward with Mr. Cole as the Village Manager with an opportunity to train with Interim Village Manager Kimberly Matthews. The Council consensus was to have Weiss Serota negotiate the contract.

Mayor Joseph B. Pinder III opened public comment.

Speakers included:

Van Cadenhead
Joe Wischmeier
Deb Gillis
Sue Miller
Don Horton
David White

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

ACTION:	Motion to approve reconsideration of the 1/22 vote item IX.A. by Mark Gregg second by Henry Rosenthal; Motion passed with a 4:1 vote
AYES:	Mark Gregg, Elizabeth Jolin, Henry Rosenthal, Sharon Mahoney
NAYS:	Joseph B. Pinder III
ABSTAIN:	None

ACTION: Motion to authorize negotiations with Rob Cole to serve as Village Manager item IX.A. by Mark Gregg second by Henry Rosenthal;
Motion passed with a 5:0 vote

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

NAYS: None

ABSTAIN: None

X. RESOLUTIONS

- A.** Resolution Approving Final Ranking and Recommendation of the RFP 23-17 Evaluation Committee and Approval of Native Construction for the Green Turtle Hammock Preserve Pavilion Project **TAB 11** (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 23-17 EVALUATION COMMITTEE FOR SELECTION OF A CONTRACTOR FOR THE GREEN TURTLE HAMMOCK NATURE PRESERVE SCENIC OVERLOOK PAVILION PROJECT; AUTHORIZING THE VILLAGE MANAGER AND VILLAGE ATTORNEY TO NEGOTIATE AN AGREEMENT FOR THE REQUESTED SERVICES; AUTHORIZING THE VILLAGE MANAGER TO EXECUTE THE AGREEMENT; AUTHORIZING THE VILLAGE MANAGER TO EXPEND BUDGETED FUNDS; AND PROVIDING AN EFFECTIVE DATE

Mayor Pinder called for a recess at 8:28 pm. The meeting reconvened at 8:55 p.m.

Pete Frezza noted the Village rejected the first round of bids and reissued the RFP in November 2023. Two vendors submitted bids, the evaluation committee made a recommendation to select Native Construction for option 1 to construct as designed for \$1.7 million. Mr. Frezza noted the Parks and Recreation Impact Fee can be used as a funding source and two grants can potentially fund up to \$550,000.

Discussion ensued. Mayor Pinder noted the Village was under an obligation to create amenities due to the funding we received to purchase the property. Mr. Frezza noted the project had been in the works for five years.

Mayor Pinder opened public comment.

Speakers included:
Van Cadenhead
Joe Wischmeier

There being no further speakers, Mayor Pinder closed public comment,

- B. Resolution of the Village Council of Islamorada, Florida, authorizing the reconstitution of the Ridesharing Service Selection Advisory Panel and directing readvertising of Request for Proposals 23-18 **TAB 12** (A.J. Engelmeyer, Public Works Director)

A RESOLUTION OF THE VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA, AUTHORIZING THE VILLAGE MANAGER TO ESTABLISH A RIDESHARING SERVICE ADVISORY SELECTION PANEL; PROVIDING FOR THE RE-ADVERTISING OF THE RFP; DEFINING THE PANELS DURATION, COMPOSITION, DUTIES AND RESPONSIBILITIES; AND PROVIDING FOR AN EFFECTIVE DATE

Interim Village Attorney John Quick noted the resolution in the packet had been updated to replace the original tab. Interim Village Manager Kimberly Matthews indicated she had the authority to reject all the bids and would do so in this case. Ms. Matthews noted a new bid package would be issued, and a new panel selected to evaluate the received RFPs. She stated that accepting a bid through a fatally flawed process would be negligent, and she could not in good conscience present it to the Council as something she would recommend voting for.

Mayor Joseph B. Pinder III opened public comment.

Speakers included:

Sue Miller

Van Cadenhead

Harold Dalton, President of Madiera Bay HOA

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

Interim Village Attorney John Quick announced that with the rejection of the bids and dissolution of the rideshare panel the members were no longer under the sunshine law and cone of silence.

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

- C. Resolution Approving a First Amendment to Project Agreement Work Authorization No. 1 with Page Excavating, Inc. **TAB 13** (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. 1 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**

Public Works Director A. J. Engelmeyer noted the project had not exceeded the budgeted \$350,000 but some issues had come up with breaks from the FDOT project. He stated that some costs could be recouped, but additional funds were needed to get us through.

Mayor Joseph B. Pinder III opened public comment.

Speakers included:

Sue Miller, Islamorada Community Alliance

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

ACTION: Motion to approve item IX.C. by Mark Gregg second by Elizabeth Jolin;

Motion passed with a 5:0 vote

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

NAYS: None

ABSTAIN: None

- D. Resolution Approving the Work Authorization with Tim Matthews Tree & Landscaping for Planting Projects within the Village **TAB 7** (Peter Frezza, Environmental Resources Manager)

**A RESOLUTION OF THE VILLAGE COUNCIL OF ISLAMORADA,
VILLAGE OF ISLANDS, FLORIDA, APPROVING WORK
AUTHORIZATIONS WITH TIM MATTHEWS TREE &
LANDSCAPING, INC FOR COMPLETION OF PLANTING
PROJECTS WITHIN THE VILLAGE; AUTHORIZING THE VILLAGE
MANAGER TO EXPEND BUDGETED FUNDS; AUTHORIZING
THE VILLAGE MANAGER TO EXECUTE WORK
AUTHORIZATIONS; AND PROVIDING FOR AN EFFECTIVE DATE**

Environmental Resources Manager Pete Frezza indicated for the first part of the project staff recommended going with Tim Matthews. He noted Tim Matthews was a vendor in our landscape library, which was created through an RFQ process. He noted the library was working very well, and gave the Village access to three local companies who were rotated through for various projects.

Mayor Joseph B. Pinder III opened public comment.

Speakers included:

Sue Miller

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

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

- E. Resolution Approving Work Authorization No. 6 with CPH, LLC. for Construction Observation and Construction Engineering and Inspection of the Founders Park Breakwater Restoration **TAB 8** (Peter Frezza, Environmental Resources Manager)

A RESOLUTION OF THE VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA, APPROVING WORK AUTHORIZATION NO. 6 WITH CPH LLC FOR FOUNDERS PARK BREAKWATER CONSTRUCTION OBSERVATION AND CONSTRUCTION ENGINEERING AND INSPECTION; AUTHORIZING VILLAGE OFFICIALS TO IMPLEMENT THE TERMS AND CONDITIONS OF THE AGREEMENT; AUTHORIZING THE VILLAGE MANAGER TO EXPEND BUDGETED FUNDS; AUTHORIZING THE VILLAGE MANAGER TO EXECUTE THE WORK AUTHORIZATION; AND PROVIDING FOR AN EFFECTIVE DATE

Environmental Resources Manager Pete Frezza noted staff was close to issuing an RFP for breakwater reconstruction and suggested using the engineer of record, CPH, for this project.

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

- F. Resolution Approving Update to Council Procedures to Create Process for Annual Legislative Priorities **TAB 9** (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

Interim Village Attorney John Quick noted that Council and staff's attendance at Florida Keys Day in Tallahassee revealed the need for legislative priorities and strategic planning to be built into the Council's processes.

The proposed amendment to the Council Procedures would have the Village Manager set up a workshop no later than June 30th of each year to set priorities for the Council. The approved direction would then be sent to the lobbyists to direct their efforts on the Village's behalf.

A strategic plan workshop would be held by January 30th of each year. By building the process into the Council's meeting procedures, the process is memorialized for future Councils.

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

XI. ADJOURNMENT

It was moved to adjourn the meeting at 9:36 p.m. and continue Tabs 14 - 18 and 20 to Thursday, February 15, 2024.

XII. ORDINANCES

- A.** ~~Ordinance Amending the Village Code to Create Section 2-33 "Reimbursement of Legal Expense in Defense of Officials" – Second Reading – TAB 14~~ **CONTINUED TO 2/15 AGENDA** (John Quick, Interim Village Attorney)

AN ORDINANCE OF ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA, AMENDING THE VILLAGE CODE BY AMENDING CHAPTER 2 "ADMINISTRATION," ARTICLE II "OFFICERS AND EMPLOYEES," DIVISION 1 "GENERALLY" BY CREATING SECTION 2-33 "REIMBURSEMENT OF LEGAL EXPENSE IN DEFENSE OF OFFICIALS"; PROVIDING FOR THE REIMBURSEMENT OF DEFENSE OF OFFICIALS; DEFINITIONS; REQUEST AND APPROVAL; AUTHORIZATION; RESERVATION OF RIGHTS AND IMMUNITIES; APPLICABILITY; MALICIOUS,

FRIVOLOUS OR GROUNDLESS ALLEGATIONS; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN CODE; PROVIDING FOR EFFECTIVE DATE.

- B. ~~Ordinance Amending Section 22-64 First Time Home Buyer Down Payment~~ **Second Reading – TAB 15 CONTINUED TO 2/15 AGENDA** (Jennifer DeBoisbriand , Planning Director, John Quick, Interim Village Attorney, Maria Bassett, Finance Director)

AN ORDINANCE OF ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA, AMENDING CHAPTER 22 "HOUSING", ARTICLE III "FIRST TIME HOME BUYER DOWN PAYMENT", AMENDING SECTION 22-64; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE; PROVIDING FOR THE TRANSMITTAL OF THIS ORDINANCE TO THE FLORIDA DEPARTMENT OF COMMERCE; AND PROVIDING FOR AN EFFECTIVE DATE UPON THE APPROVAL OF THIS ORDINANCE BY THE FLORIDA DEPARTMENT OF COMMERCE

- C. ~~Ordinance Amending Section 2-121, Appeals of Code Enforcement Orders~~ **First Reading – TAB 16 CONTINUED TO 2/15 AGENDA** (John Quick, Interim Village Attorney)

AN ORDINANCE OF ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA, AMENDING THE VILLAGE CODE BY AMENDING CHAPTER 2 "ADMINISTRATION," ARTICLE III "CODE COMPLIANCE," DIVISION 2 "ADMINISTRATION AND ENFORCEMENT", SECTION 2-121 "APPEALS OF ORDER"; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE; AND PROVIDING FOR AN EFFECTIVE DATE

- D. ~~Ordinance Calling for a Referendum to Revise Term Limits~~ **First Reading – TAB 17 CONTINUED TO 2/15 AGENDA** (John Quick, Interim Village Attorney)

AN ORDINANCE OF ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA, CALLING FOR A REFERENDUM VOTE TO BE HELD WITH THE REGULAR VILLAGE ELECTION ON NOVEMBER 5, 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; REPEALING ORDINANCE NO. 24-02; AND PROVIDING FOR AN EFFECTIVE DATE

XIII. MOTIONS

- A.** ~~Consideration to Appoint Angel Borden to the Historic Preservation Committee~~ **TAB 18 – CONTINUED TO 2/15 AGENDA**
- B.** ~~Motion to Adopt the Resolution Approving Third Sixty (60) Day Extension of Employee Interchange Agreement with Monroe County~~ **TAB 20 – CONTINUED TO 2/15 AGENDA**

XIV. SUPPLEMENTARY REPORTS - TAB 21

- A.** After-Action Report
- B.** FY 23-24 Weiss, Serota Billing Summary
- C.** FY 23-24 Council & Staff Travel - Scheduled & Completed

**ISLAMORADA, VILLAGE OF ISLANDS
VILLAGE COUNCIL EXECUTIVE SESSION**

Case No. 23-CA-000440-P

Administrative Center and Public Safety Headquarters
86800 Overseas Hwy, 3rd Floor Conference Room
Islamorada, Florida 33036

**Thursday, February 15, 2024
4:00 p.m.**

1. CALL TO ORDER

Mayor Joseph B. Pinder III called the public meeting to order for an attorney-client session at 4:05 p.m.

2. MAYOR TO ATTORNEY

The open meeting was concluded at 4:06 p.m. Council entered the attorney/client session in accordance with Florida Statute 286.011(8) regarding the litigation styled as:

***Daniel J. Gulizio v. Islamorada, Village of Islands, in the Monroe County Circuit Court
in and for the State of Florida, Case No. 23-CA-000034-P***

The session lasted approximately one and a half hours and the following people were in attendance at this meeting:

- a. Mayor Buddy Pinder; Vice Mayor Sharon Mahoney; Council Members Elizabeth Jolin, Mark Gregg, and Henry Rosenthal;
- b. Interim Village Manager Kimberly Matthews; and
- c. Village Attorney, John Quick, and
- d. Special Counsel Brian Koji.

These proceedings were recorded by a certified court reporter present in the room, and, at the conclusion of all litigation discussed, the transcript will be made part of the public record.

Mayor Pinder announced that all those individuals who were not named should leave the room at this time. Village Clerk Marne McGrath and members of the public Van Cadenhead and Jerry O'Cathey left the room.

3. COMMENCE ATTORNEY / CLIENT SESSION

4. CONCLUDE ATTORNEY / CLIENT SESSION

The public meeting was reopened at 5:30 p.m. The attorney/client session was terminated, and members of the general public were invited to return for further proceedings or matters.

5. COMMENCE OPEN MEETING DISCUSSION

There was no further discussion.

6. CONCLUDE OPEN MEETING

7. ADJOURNMENT

The meeting was adjourned at 5:30 p.m.

Marne McGrath, Village Clerk



Islamorada, Village of Islands

REGULAR VILLAGE COUNCIL MEETING

UNHEARD ITEMS FROM 2/13

February 15, 2024 - 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 05:40 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

Assistant Fire Chief Jason Lyman led the Pledge of Allegiance and Mayor Pinder started the meeting with a prayer.

III. AGENDA: Requests for Deletion / Emergency Additions

Council Member Henry Rosenthal indicated that if Tab 14 was not pulled from the agenda he would recuse himself.

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

Sandi Bisceglia

Larry Dalton, president of Madiera Bay HOA

Joe Wischmeier

Don Horton

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

V. MAYOR / COUNCIL COMMUNICATIONS

None

VI. ORDINANCES

- A. Ordinance Amending the Village Code to Create Section 2-33 "Reimbursement of Legal Expense in Defense of Officials" - **Second Reading - TAB 14** (John Quick, Interim Village Attorney)

AN ORDINANCE OF ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA, AMENDING THE VILLAGE CODE BY AMENDING CHAPTER 2 "ADMINISTRATION," ARTICLE II "OFFICERS AND EMPLOYEES," DIVISION 1 "GENERALLY" BY CREATING SECTION 2-33 "REIMBURSEMENT OF LEGAL EXPENSE IN DEFENSE OF OFFICIALS"; PROVIDING FOR THE REIMBURSEMENT OF DEFENSE OF OFFICIALS; DEFINITIONS; REQUEST AND APPROVAL; AUTHORIZATION; RESERVATION OF RIGHTS AND IMMUNITIES; APPLICABILITY; MALICIOUS, FRIVOLOUS OR GROUNDLESS ALLEGATIONS; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN CODE; PROVIDING FOR EFFECTIVE DATE.

Interim Village Attorney John Quick introduced the ordinance on second reading.

The Council did not request any changes from first reading.

Council Member Henry Rosenthal recused himself from discussion and voting on the item.

Mayor Joseph B. Pinder III opened public comment.

Speakers included:
Van Cadenhead
Larry Dalton

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

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

- B. Ordinance Amending Section 22-64 First Time Home Buyer Down Payment - **Second Reading - TAB 15** (Jennifer DeBoisbriand , Planning Director, John Quick, Interim Village Attorney, Maria Bassett, Finance Director)

AN ORDINANCE OF ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA, AMENDING CHAPTER 22 "HOUSING", ARTICLE III

"FIRST TIME HOME BUYER DOWN PAYMENT", AMENDING SECTION 22-64; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE; PROVIDING FOR THE TRANSMITTAL OF THIS ORDINANCE TO THE FLORIDA DEPARTMENT OF COMMERCE; AND PROVIDING FOR AN EFFECTIVE DATE UPON THE APPROVAL OF THIS ORDINANCE BY THE FLORIDA DEPARTMENT OF COMMERCE

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

C. Ordinance Amending Section 2-121, Appeals of Code Enforcement Orders - First Reading - TAB 16 (John Quick, Interim Village Attorney)

AN ORDINANCE OF ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA, AMENDING THE VILLAGE CODE BY AMENDING CHAPTER 2 "ADMINISTRATION," ARTICLE III "CODE COMPLIANCE," DIVISION 2 "ADMINISTRATION AND ENFORCEMENT", SECTION 2-121 "APPEALS OF ORDER"; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE; AND PROVIDING FOR AN EFFECTIVE DATE

There were no requested changes to be made for the second reading.

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

D. Ordinance Calling for a Referendum to Revise Term Limits - First Reading - TAB 17 (John Quick, Interim Village Attorney)

AN ORDINANCE OF ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA, CALLING FOR A REFERENDUM VOTE TO BE HELD WITH THE REGULAR VILLAGE ELECTION ON NOVEMBER 5, 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; REPEALING ORDINANCE NO. 24-02; AND PROVIDING FOR AN EFFECTIVE DATE

Interim Village Attorney John Quick explained that this proposed language clarified that this ordinance would be 'prospective', not retrospective. Recent cases have led to some ambiguity on the matter; the Council wished to clarify that its intent was for the ballot question to pertain only to future Council terms and not to include any past Council service.

Mayor Joseph B. Pinder III opened public comment.

Speakers included:
Van Cadenhead
Don Horton
Joe Wischmeier

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

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

VII. MOTIONS

A. Consideration to Appoint Angel Borden to the Historic Preservation Committee - TAB 18

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 VII.A. by Henry Rosenthal second by Elizabeth Jolin; Motion passed with a 5:0 vote
----------------	--

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

NAYS: None

ABSTAIN: None

- B.** Motion to Adopt the Resolution Approving Third Sixty (60) Day Extension of Employee Interchange Agreement with Monroe County - **TAB 20**

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 VII.B. by Mark Gregg second by Sharon Mahoney;

Motion passed with a 5:0 vote

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

NAYS: None

ABSTAIN: None

VIII. SUPPLEMENTARY REPORTS - TAB 21

A request was made to remove the dates from the travel report out of concern for the safety of those traveling on Village business.

- A.** After-Action Report

- B.** FY 23-24 Weiss, Serota Billing Summary

- C.** FY 23-24 Council & Staff Travel - Scheduled & Completed

IX. ADJOURNMENT

Council Member Henry Rosenthal moved to adjourn the meeting at 6:50 p.m.



Council Communication

To: Mayor and Village Council
From: A.J. Engelmeyer, Public Works Director
Date: March 12, 2024
SUBJECT: **Resolution Approving Turf and Landscape Maintenance Agreement
Renewal #1 with the Florida Department of Transportation - TAB 5**

Background:

On June 24, 2005, the Village entered into a Turf and Landscape Maintenance Joint Participation Agreement with the Florida Department of Transportation ("FDOT"). Since 2005, the Village has continued to perform services for FDOT, and an agreement has either been renewed annually or a new agreement for a specific term has been executed.

The Village currently performs turf and landscape maintenance services in the FDOT right-of-way along the U. S. Highway 1 corridor pursuant to an agreement entered on May 3, 2023 – Turf and Landscape Maintenance Department Funded Agreement, Contract No. ASW48-R0 / Financial Project No. 405798-6-78-01 (the "Agreement"). The current Agreement's initial term was for a one (1) year from July 11, 2023, through July 10, 2024, with two (2) one (1)-year renewals.

The first renewal to the Agreement (Exhibit A to the attached Resolution) will take effect on July 11, 2024, and continue through July 10, 2025.

Analysis:

Entering into a one-year renewal of the Agreement with FDOT whereby the Village will continue to perform turf and landscape maintenance services of the FDOT right-of-way along U. S. Highway 1 enables the Village to provide a higher level of service within the limits of the Village than FDOT would provide if performed by them instead. FDOT would only provide maintenance services on a monthly basis. The Village is able to maintain the subject areas on a more frequent basis.

In order for the Village to continue to receive an annual stipend from FDOT for costs related to turf and landscape maintenance in the U.S. Highway 1 corridor, the Village Council must approve the one-year renewal to the Agreement effective July 11, 2024.

Budget Impact:

FDOT pays a stipend to the Village for its services, but the "stipend" is not intended to fully offset the costs incurred by the Village in maintaining the U.S. Highway 1 corridor. Under the renewed Agreement, the Village would receive quarterly payments in the amount of \$16,411.00 up to an annual not-to-exceed stipend in the amount of \$65,644.00.

The stipend revenue would be recorded in the Village's Transportation Fund where 65% of the Public Works Department Roadway Maintenance budget is accounted for.

Staff Impact:

Public Works staff would continue to maintain the U.S. Highway 1 corridor, and the Finance Department would continue to invoice FDOT for one-fourth of the stipend amount on a quarterly basis.

Recommendation:

It is recommended that the Village Council adopt the attached Resolution, thereby approving a one-year renewal to the original Turf and Landscape Maintenance Agreement with the Florida Department of Transportation effective July 11, 2024.

Attachments:

1. Resolution
2. Exhibit A

RESOLUTION NO. 24-

A RESOLUTION OF THE VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA, APPROVING THE FIRST RENEWAL OF THE TURF AND LANDSCAPE MAINTENANCE AGREEMENT BETWEEN THE FLORIDA DEPARTMENT OF TRANSPORTATION AND ISLAMORADA, VILLAGE OF ISLANDS; AUTHORIZING THE VILLAGE MANAGER TO EXECUTE THE RENEWAL AGREEMENT; AUTHORIZING THE VILLAGE MANAGER TO EXPEND BUDGETED FUNDS; AUTHORIZING THE VILLAGE MANAGER TO TAKE NECESSARY ACTION; AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, Islamorada, Village of Islands (the "Village") desires to provide a high level of maintenance services to its citizens and visitors; and

WHEREAS, the Village's Public Works Department has maintained the U.S. Highway 1 right-of-way located within the Village's municipal boundaries through an agreement with the Florida Department of Transportation ("FDOT") since State Fiscal Year 2007-2008; and

WHEREAS, The Village currently performs turf and landscape maintenance services in the FDOT right-of-way along the U. S. Highway 1 corridor pursuant to an agreement entered on May 3, 2023 – Turf and Landscape Maintenance Department Funded Agreement, Contract No. ASW48-R0 / Financial Project No. 405798-6-78-01(the "Agreement"); and

WHEREAS, the current Agreement term was for a one (1) year from July 11, 2023, through July 10, 2024, with two (2) one (1)-year renewals; and

WHEREAS, the Village desires to continue providing the services and enter into a renewal of the Agreement with FDOT for the period from July 11, 2024 through July 10, 2025; and

WHEREAS, in accordance with Section 287.058, Florida Statutes, FDOT has agreed to pay the Village quarterly compensation to offset the cost of U.S. Highway 1 right-of-way maintenance in the total amount of \$65,644.00 for the annual period from July 11, 2024 through July 10, 2025, to be authorized by execution of the renewal of the Agreement attached hereto as Exhibit "A"; and

WHEREAS, the Village Council finds that entering into the renewal of the Agreement 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 hereby incorporated into this Resolution by this reference.

Section 2. Approval of Agreement. The Village Council of Islamorada, Village of Islands, hereby approves the renewal of the Agreement between the Village and FDOT to provide turf and landscape maintenance services along the U. S. Highway 1 right-of-way, from July 11, 2024, through July 10, 2025, together with such non-material changes as may be acceptable to the Village Manager and approved as to form and legality by the Village Attorney.

Section 3. Authorization of Village Officials. The Village Manager and/or his designee is authorized to take all necessary and expedient actions to implement the terms and conditions of this Resolution and the renewal of the Agreement.

Section 4. Authorization of Fund Expenditures. 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 renewal to the Agreement.

Section 5. Execution of Agreement. The Village Manager is authorized to execute the renewal to the Agreement attached as Exhibit A on behalf of the Village, to execute any other required agreements and/or documents to implement the terms and conditions of any agreements, subject to the approval as to form and legality by the Village Attorney.

Section 6. Effective Date. This Resolution shall take effect immediately upon adoption.

Motion to adopt by _____ and 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 _____, 2024.

JOSEPH B PINDER, MAYOR

ATTEST:

MARNE MCGRATH, VILLAGE CLERK

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

JOHN J. QUICK, INTERIM VILLAGE ATTORNEY

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
CONTRACT RENEWAL375-020-23
CONTRACTS ADMINISTRATION
OGC - 04/06

Contract No.: ASW48-R1 Renewal: (1st, 2nd, etc.) 1st
 Financial Project No(s): 405798-6-78-01
 County(ies): Miami-Dade

This Agreement made and entered into this _____ day of _____, _____, by and between the State of
 Florida Department of Transportation, hereinafter called "Department", and Islamorada, Village of Islands - 86800
Overseas Highway, Islamorada, Florida 33036 hereinafter called "Contractor".
 (This date to be entered by DOT only.)

WITNESSETH:

WHEREAS, the Department and the Contractor heretofore on this 03 day of May, 2023
 entered into an Agreement whereby the Department retained the Contractor to perform maintenance of all turf and
landscape within the right of way on the State Roads described in "Exhibit A" of the original contract; and
 (This date to be entered by DOT only)

WHEREAS, said Agreement has a renewal option which provides for a renewal if mutually agreed to by both parties
 and subject to the same terms and conditions of the original Agreement;

NOW, THEREFORE, this Agreement witnesseth that for and in consideration of the mutual benefits to flow each
 to the other, the parties agree to a renewal of said original Agreement for a period beginning the 10 day of July, 2024 and
 ending the 9 day of July, 2025 at a cost of \$65,644.00.

All terms and conditions of said original Agreement shall remain in force and effect for this renewal.

IN WITNESS WHEREOF, the parties have executed this Agreement by their duly authorized officers on the day,
 month, and year set forth above.

Islamorada, Village of Islands
 Name of Contractor

STATE OF FLORIDA
 DEPARTMENT OF TRANSPORTATION

 Contractor Name and Title

BY: _____
 District Secretary or Designee (Signature)

BY: _____
 Authorized Signature

Title: _____

 Name of Surety (SEAL) Legal: _____

 City State

Fiscal: _____
 Approval as to Availability of Funds

By: _____
 Florida Licensed Insurance Agent or Date
 Attorney-In-Fact (Signature)

Countersigned: _____
 Florida Licensed Insurance Agent Date



Council Communication

To: Mayor and Village Council
From: John Quick, Interim Village Attorney
Date: March 12, 2024
SUBJECT: **Resolution Approving Federal Lobbyist Agreement with Thorn Run Partners - TAB 6**

Background:

Islamorada, Village of Islands (the "Village"), has engaged the services of a Federal Lobbyist since 2012. The purpose of the Professional Federal Lobbying Services is to represent the Village's interests before the United States Congress, Federal agencies and governmental entities.

James J. Davenport has provided Professional Federal Lobbying Consulting Services to the Village since July 1, 2012, initially through Alcalde & Fay and most recently with Thorn Run Partners. The initial Agreement with Alcalde & Fay, which was approved following a competitive bid process and selection of the firm by the Village Council, expired June 30, 2015. After a subsequent competitive bid process in March 2015, the Village Council unanimously approved an Agreement with Alcalde & Fay through the adoption of Resolution 15-06-52, thereby retaining Mr. Davenport as its federal lobbyist.

In April 2018, Mr. Davenport advised the Village that he left Alcalde & Fay and switched to the government relations firm of Thorn Run Partners in Washington, D.C. Mr. Davenport expressed a strong desire to continue serving the Village as our federal lobbyist with the firm of Thorn Run Partners. Consequently, at its April 12, 2018 meeting, the Village Council voted to approve termination of its Agreement with Alcalde & Fay and to move forward with an Agreement with Thorn Run Partners for Professional Federal Lobbying Services. The Village Council subsequently adopted Resolution No. 18-05-36, thereby approving an agreement between the Village and Thorn Run Partners for a two (2) year term through April 30, 2020. On April 16, 2020, Village Council adopted Resolution No. 20-04-24, thereby approving a renewal agreement between the Village and Thorn Run Partners for an additional two (2) year term set to expire on April 30, 2022. Thereafter, on March 31, 2022, Village Council adopted Resolution No. 22-03-21, thereby approving a renewal agreement between the Village and Thorn Run Partners for an additional two (2) year term set to expire on April 30, 2024.

Analysis:

In working with the Village for the past twelve (12) years, Mr. Davenport has been instrumental in our securing funding for the Florida Keys Water Quality Improvement Program ("FKWQIP"). Mr. Davenport has become exceptionally knowledgeable about the interests and needs of the Village, has initiated and continued regular communications with the Village, and individuals and federal agencies to bring particular attention to Village issues. He has also assisted Village staff with efforts to include additional eligible activities for wastewater reimbursement

through the Army Corps of Engineers (“ACOE”) and has consistently provided comprehensive information and updates regarding federal legislative topics and grant opportunities.

The new Professional Federal Lobbying Services Agreement with Thorn Run Partners (“TRP”) (“Agreement”) would be for a two (2) year term from May 1, 2024, through April 30, 2026. Under the proposed Agreement, TRP would continue to provide consulting services and continue representing the Village’s interests before the federal government, including the United States Congress, and any executive branch, body, committee, federal agencies, and governmental entities (“Services”).

Due to Mr. Davenport’s experience and expertise with the Village’s federal lobbying efforts and the potential time sensitivity of the Village’s various federal projects, the attached resolution authorizes a waiver of competitive bidding pursuant to Section 2-328 of the Village Code. A waiver of competitive bidding would allow Mr. Davenport and Thorn Run Partners to continue providing services to the Village without going through a lengthy procurement process, especially as the Village navigates the end to various federal programs and funding sources stemming from the COVID-19 pandemic.

Budget Impact:

Monthly compensation to Thorn Run Partners for the services provided would be \$5,500.00 (\$66,000.00 annually), which is the same compensation as in the existing Agreement. The adopted 2023-2024 budget includes \$180,000.00 in the Village Council Professional Services budget, \$70,000.00 of which is allocated to Thorn Run Partners. Authorized travel and other authorized expenses would be reimbursed as provided for in the Agreement, also through the Village Council Professional Services operating budget.

Staff Impact:

As required, the Village Manager and Village Attorney would continue to consult and engage directly with Mr. Davenport and Thorn Run Partners regarding the Village’s federal issues.

Recommendation:

Staff recommends approval.

- Attachments:**
1. 4896077-Resolution approving Thorn Run federal lobbyist agreement 2024-2026
 2. Islamorada. Thorn Run Partners Agreement. May 2024 - April 2026

RESOLUTION NO. 24-

A RESOLUTION OF THE VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA, APPROVING THE AGREEMENT FOR PROFESSIONAL FEDERAL LOBBYING SERVICES BETWEEN THORN RUN PARTNERS 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

WHEREAS, Islamorada, Village of Islands (the "Village") has utilized the services of a Professional Federal Lobbying Firm since 2012; and

WHEREAS, James J. Davenport ("Davenport") has been the Village's representative and principal federal lobbyist since 2012; and

WHEREAS, following competitive bidding in 2012 and again in 2015, the Village engaged the services of Davenport through Alcalde & Fay Ltd. ("Alcalde & Fay") to provide Federal lobbying and representative services for the Village before the United States Congress, Federal agencies and governmental entities (the "Services") and

WHEREAS, in April 2018, Davenport joined Thorn Run Partners ("Thorn Run" or "TRP"), a full service professional lobbying firm with experience and expertise to achieve results for the Village; and

WHEREAS, the Village subsequently terminated the services of Alcalde and Fay and the Village Council subsequently adopted Resolution No. 18-05-36, thereby approving an agreement between the Village and Thorn Run Partners for a two (2) year term through April 30, 2020; and

WHEREAS, on April 16, 2020, Village Council adopted Resolution No. 20-04-24, thereby approving a renewal agreement between the Village and Thorn Run Partners for an additional two (2) year term set to expire on April 30, 2022; and

WHEREAS, on March 31, 2022, Village Council adopted Resolution No. 22-03-21, thereby approving a renewal agreement between the Village and Thorn Run Partners for an additional two (2) year term set to expire on April 30, 2024.

WHEREAS, TRP desires to continue to provide the same scope of lobbying services, specifically, consulting and representing the Village's interests before the Federal Government and any executive branch, body and other agencies and governmental entities; and

WHEREAS, the Village and TRP desire to enter into a new Professional Services Agreement (the "Agreement") with Thorn Run Partners for Federal Lobbying Services, attached hereto as Exhibit 1; and

WHEREAS, TRP has agreed to provide the Services as described in the Agreement and at the compensation set forth in the Agreement; and

WHEREAS, the Village Council has determined that entering into the Agreement with the TRP and a waiver of competitive bidding for the services to be provided 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 are incorporated herein by this reference.

Section 2. **Approval of Agreement.** The Village Council hereby approves the Agreement for Professional Federal Lobbying Services with Thorn Run Partners, a copy of which

is attached as Exhibit 1, together with such non-material changes as may be acceptable to the Village Manager and approved as to form and legality by the Village Attorney.

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

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 Agreement.

Section 5. Execution of Agreement. The Village Manager is authorized to execute the Agreement on behalf of the Village, to execute any required agreements and/or documents to implement the terms and conditions of the Agreement and to execute any extensions and/or amendments to the Agreement, subject to the approval as to form and legality by the Village Attorney.

Section 6. Waiver of Competitive Bidding. In accordance with Section 2-328(1) of the Village Code of Ordinances, the Village Council waives the competitive bidding purchasing provisions as set forth therein.

Section 7. Effective Date. This Resolution shall become effective immediately upon its adoption.

[Remainder of the page intentionally left blank.]

PASSED AND ADOPTED **this** _____ **day of** _____, **2024.**

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, VILLAGE ATTORNEY



**AGREEMENT FOR PROFESSIONAL SERVICES BETWEEN
ISLAMORADA VILLAGE OF ISLANDS, FLORIDA AND
THORN RUN PARTNERS, LLC.**

The following is an agreement between the Islamorada, Village of Islands, Florida, hereinafter referred to as “ISLAMORADA” or the “VILLAGE”, and the firm THORN RUN PARTNERS LLC, a Washington, DC based firm, hereinafter referred to as “TRP”.

WHEREAS, TRP has duly qualified experts in the field of public works, transportation, water resources, Federal budget processes, Federal grant programs, and Federal regulatory programs; and

WHEREAS, in the judgment of the ISLAMORADA Village Council and the ISLAMORADA Village Manager, it is necessary and desirable to employ the services of TRP to assist ISLAMORADA with public works, transportation, water resources, budget processes, grant programs, and regulatory programs administered by the Federal government.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties hereto agree as follows:

PART I- SPECIFIC PROVISIONS

- A. GENERAL SCOPE OF WORK: TRP will advise and provide government relations and public affairs related services to ISLAMORADA on issues affecting the VILLAGE, and work with appropriate policy makers in the United States Legislative Branch and Executive Branch to facilitate ISLAMORADA’s agenda. In this role, TRP shall also assist ISLAMORADA in its planning, establishing priorities among its objectives, and developing and implementing strategic plans.
- B. SERVICES TO BE PROVIDED: TRP will consult and advise, as requested, on public works, transportation, water resources, budget processes, Federal grant programs, and Federal regulatory programs, including, but not limited to:
 - 1. Developing strategies to obtain and maximize funding for public works, transportation infrastructure, and water resources;
 - 2. Coordinating funding, legislation and policy related activities with the United States Congress and Federal agencies;
 - 3. Securing appropriate authorizations and funding from the United States Congress and federal agencies to implement ISLAMORADA’s projects;
 - 4. Maintaining direct and frequent contact with key United States Senators and Representatives;
 - 5. Advocating ISLAMORADA interests during the United States legislative and regulatory process; and
 - 6. Providing the ISLAMORADA with a written report of activities.

- C. PAYMENT: TRP's compensation for the services provided hereunder shall not exceed \$5,500.00 per month. The monthly \$5,500.00 fee invoice shall be submitted by TRP at the first of each month, beginning on May 1, 2024. This fee is inclusive of expenses. All travel requested by ISLAMORADA will be reimbursed and incurred only following written approval by the Village Manager.
- D. KEY PERSONNEL: TRP has represented to ISLAMORADA that ISLAMORADA will have Jim Davenport as the principal of TRP's services, in the performance of TRP's duties hereunder, and has relied on that representation as an inducement to entering into this Agreement.

PART II- GENERAL PROVISIONS

- A. ASSIGNMENT AND DELEGATION: Except as above, neither party hereto shall assign or delegate any interest in or duty under this Agreement without written consent of the other, and no assignment shall be of any force or effect whatsoever unless and until the other party shall have so consented.
- B. STATUS OF TRP: The parties intend that TRP, in performing the services hereinafter specified, shall act as an independent contractor and shall have control of the work and the manner in which it is performed. TRP is not to be considered an agent or employee of ISLAMORADA and is not entitled to participate in any pension plan, insurance, bonus or similar benefits ISLAMORADA provides its employees.
- C. METHOD AND PLACE OF GIVING NOTICE, SUBMITTING BILLS AND MAKING PAYMENTS: All notices, bill, and payments shall be made in writing and may be given by personal delivery, by mail or by e-mail. Notices, bills and payments should be addressed as follows:
- | | |
|-------------|--|
| ISLAMORADA: | Village of Islamorada
86800 Overseas Highway
Islamorada, FL 33036 |
| TRP: | THORN RUN PARTNERS, LLC
100 M Street, SE – Ste. 750
Washington, DC 20003 |
- D. NON-DISCRIMINATION: TRP shall comply with all applicable federal, state and local laws, rules and regulations regarding nondiscrimination in employment because of race, color, ancestry, national origin, religion, sex, age, marital status, medical condition, or physical or mental disability.
- E. TERMS OF AGREEMENT: This Agreement shall become effective on May 1, 2024, and shall terminate on April 30, 2026, or upon thirty (30) days written notice by either party with or without cause.
- F. JURISDICTION; VENUE: This Agreement and performance hereunder and all suits and proceedings hereunder shall be construed in accordance with the laws of the State of Florida. For any suit, action or proceeding arising out of or relating to this Agreement, the parties hereby consent to the jurisdiction and venue of any of the courts of record of the State of Florida, Monroe County.
- G. PUBLIC RECORD: The parties understand that any record, document, computerized information and program, audio, or video tape, or other writing completed by TRP related directly or indirectly to the Agreement is a public record pursuant to Chapter 119, Florida Statutes, whether in the possession or control of the ISLAMORADA or the TRP. Such public records may not be destroyed without the specific

written approval of the ISLAMORADA's Executive Director and in accordance with applicable state or federal law. Upon request by the ISLAMORADA, TRP shall promptly supply copies of said public records to the ISLAMORADA. Nothing contained in this paragraph shall require the disclosure of records or information that is exempt from public records disclosure pursuant to state or federal law.

- H. **MEDIATION:** All controversies, claims, and disputes between the parties arising out of or related to this Agreement or the interpretation thereof, will first be submitted to mediation by a mediator certified by the Supreme Court of Florida, which mediator shall be selected and retained by the ISLAMORADA. The cost of the mediator's fee shall be borne equally by the parties. The mediation process shall be invoked by written notice from either party. The ISLAMORADA shall retain the mediator and schedule a mediation within thirty (30) days of sending or receiving the written notice, or on a date as agreed by the parties. Mediation shall be a condition precedent to filing a lawsuit by either party.
- I. **ATTORNEY'S FEES; COSTS:** In the event that any party hereto shall bring an action or proceeding for an alleged breach of any provision of this Agreement, the prevailing party shall be entitled to recover, as part of such action or proceeding, reasonable attorney's fees and court costs at both trial and appellate levels.
- J. **ENTIRE AGREEMENT:** This Agreement constitutes the entire agreement between the parties and supersedes all prior oral or written agreements. No waiver, modifications, additions or addendum to this Agreement shall be valid unless in writing and signed by both TRP and ISLAMORADA.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed this _____ day of _____.

ATTEST:

ISLAMORADA VILLAGE OF ISLANDS,

By: _____
Kimberly Matthews, Interim Village Manager

ATTEST:

THORN RUN PARTNERS, LLC

By: Jim Davenport
Jim. Davenport, Partner

Greg Burns



Council Communication

To: Mayor and Village Council
From: Maria Bagiotti, Founders Park Director
Date: March 12, 2024
SUBJECT: **Resolution Approving Recommendation and Agreement for Splash Pad Resurfacing Project - TAB 7**

Background:

Islamorada, Village of Islands (the "Village") offers its residents and tourists an Aquatic Center at Founders Park. The splash pad is a popular feature of the Aquatic Center that was created for use primarily by young children and families. The splash pad has six (6) spray water features with a safety nonslip rubber surface of approximately 1,450 square feet.

The splash pad was originally constructed in 2004. The sun exposure, weather conditions and chemicals are factors that have contributed to the deterioration of the splash pad surface. The rubber surface is worn, and bare spots expose rough concrete. In addition, rubber particulates from the splash pad surface are entering the recycled water filtration system causing maintenance issues.

The existing surface needs to be removed and replaced with a safety surface designed for aquatic environments and splash pad facilities.

In April 2023, the Village applied for 2024 Tourist Development Council ("TDC") Bricks and Mortar funding in the amount of \$61,500.00, the estimated cost to complete the Founders Park Splash Pad Safety Resurface Project. The Village was awarded the full amount of the request; the Village Council accepted the Grant Award and approved the Grant Agreement through the adoption of Resolution 23-08-78 on August 23, 2023. Expenditures through this grant must be made by August 2024 for reimbursement submittal to the TDC by September 2024.

Analysis:

The Village issued Request for Proposals ("RFP") 24-03 on January 19, 2024 to solicit proposals from experienced and qualified contractors to furnish all necessary expertise, personnel, tools, materials, equipment, and supervision, in a timely and responsive timeframe to resurface the splash pad.

RFP 24-03 was issued in accordance with Sec. 2-327(b) and (c)(4) of the Village's Purchasing Guidelines in the Village Code of Ordinances. RFP 24-03 was published on DemandStar.com and on the Village's website from January 19, 2023, through the submittal deadline and was also advertised in the local newspaper, through email distribution and on Facebook.

The Village received a total of two (2) proposals in response to RFP 24-03. To evaluate the proposals, an Evaluation Committee (the "Committee") was established. Cost is not the only

factor considered during an evaluation. Consideration is also given to each firm’s organization, experience, qualifications, proposed timeline for completion and other factors.

The proposals were reviewed and scored by the Evaluation Committee in a publicly noticed meeting on February 23, 2024. A maximum of 100 points were available in the scoring system, for a total maximum score of 300 points by the three-member Committee. Ten additional points were available for local preference, but neither proposer is a local business. The Committee ranked the proposals as follows according to the criteria and point system provided in the RFP.

Rank	Proposer/Firm Name	Points	Cost Proposal
1	Robertson Industries, Inc.	271	\$ 57,739.00
2	Rock Solid Construction Corp.	202	\$ 98,869.00

Adoption of the proposed Resolution would approve the ranking of the RFP 24-03 Evaluation Committee, the recommended selection of Robertson Industries, Inc. for the Splash Pad Resurfacing Project and authorize the Village Manager to enter into an Agreement with Robertson Industries, Inc.

Budget Impact:

The proposed cost for the service is \$57,739.00. The Village received a TDC Grant Award in the amount of \$61,500.00 that should fully fund the project. The Village would utilize Discretionary Sales Surtax in the Capital Project Fund to pay for project costs pending reimbursement by the TDC. The approved Fiscal Year 2023-2024 Capital Project Fund Budget includes \$75,000.00 for the project.

Staff Impact:

The Founders Park Director would oversee scheduling, implementation and completion of the Project. The Village’s Procurement and Grants Administrator would ensure the Village complies with reporting requirements of the grant and would submit the Village’s cost reimbursement request to the TDC by the deadlines.

Recommendation:

It is recommended that the Village Council adopt the proposed resolution thereby approving the recommended selection of Robertson Industries, Inc. for the Splash Pad Resurfacing Project and authorizing the Village Manager to enter into an Agreement with Robertson Industries, Inc. in substantially the form provided as Exhibit “1” to the proposed resolution.

Attachments: 1. Resolution_RFP 24-03_Award_and_Agrmt_Splash_Pad_Resurfacing_with_attachments

RESOLUTION NO. 24-

A RESOLUTION OF THE VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA, APPROVING THE FINAL RANKINGS AND RECOMMENDATIONS OF THE RFP 24-03 EVALUATION COMMITTEE FOR SELECTION OF A CONTRACTOR FOR THE FOUNDERS PARK SPLASH PAD RESURFACING PROJECT; AUTHORIZING THE VILLAGE MANAGER AND VILLAGE ATTORNEY TO NEGOTIATE AN AGREEMENT FOR THE REQUESTED SERVICES; AUTHORIZING THE VILLAGE MANAGER TO EXECUTE THE AGREEMENT; AUTHORIZING THE VILLAGE MANAGER TO EXPEND BUDGETED FUNDS; AND PROVIDING AN EFFECTIVE DATE

WHEREAS, Islamorada, Village of Islands (the "Village") strives to enhance the quality of life for residents and visitors by providing safe and attractive recreation areas and locations for sports activities, recreation, family gatherings and community events; and

WHEREAS, the "Village" offers its residents and tourists an Aquatic Center at Founders Park that includes a splash pad created for use primarily by young children and families; and

WHEREAS, the splash pad, originally constructed in 2004, is affected by exposure to the sun, weather conditions and chemicals; and

WHEREAS, determination was made that the existing splash pad surface needs to be removed and replaced due to wear, bare spots exposing rough concrete and rubber particulates entering the recycled water filtration system causing maintenance issues; and

WHEREAS, on January 19 ,2024, the Village issued Request for Proposals (RFP) 24-03 to solicit proposals from qualified firms to provide the materials and services to resurface the Founders Park Splash Pad (the "Project"); and

WHEREAS, an Evaluation Committee (the "Committee") was established to review responsive proposals to the RFP and make a recommendation to the Village Council for the selection of a Contractor to complete the Project; and

WHEREAS, the Committee reviewed the two (2) proposals received using the selection criteria detailed in RFP 24-03 and recommends selection of the highest-ranked proposal from Robertson Industries, Inc. for the Project for an amount not to exceed Fifty Seven Thousand Seven Hundred Thirty Nine and 00/100 Dollars (\$57,739.00) to complete the Project; and

WHEREAS, the Village was awarded funding from the Monroe County Tourist Development Council in the amount of Sixty One Thousand Five Hundred Dollars (\$61,500.00) for the Project; and

WHEREAS, the Village Council finds that approval and selection of Robertson Industries, Inc. and entering into an Agreement for the Project 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 Selection.** The Village Council hereby approves the selection of Robertson Industries, Inc. to complete the Project.

Section 3. **Authorization of Village Officials.** The Village Manager and/or his designee and the Village Attorney are authorized to negotiate an agreement with Robertson Industries, Inc. substantially in the form attached hereto as Exhibit "1", for completion of the Project in an amount not to exceed Fifty Seven Thousand Seven Hundred Thirty Nine and 00/100 Dollars (\$57,739.00).

Section 4. **Execution of Agreement.** The Village Manager is authorized to execute the Agreement with Robertson Industries, Inc. 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 5. Authorization of Fund Expenditures. Notwithstanding the limitations imposed upon the Village Manager pursuant to the Village's Purchasing Procedures Ordinance, the Village Manager is hereby authorized to expend budgeted funds for the Project.

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

Motion to adopt by _____, seconded by _____.

FINAL VOTE AT ADOPTION

VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS

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

PASSED AND ADOPTED THIS ____ DAY OF _____, 2024.

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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AGREEMENT

THIS IS AN AGREEMENT, dated the day of , 2024, between:

ISLAMORADA, VILLAGE OF ISLANDS

a Florida municipal corporation, hereinafter "**VILLAGE**,"

and

ROBERTSON INDUSTRIES, 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 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 the materials and services to resurface the Splash Pad at the Ron Levy Aquatic Center in Islamorada's Founders Park (the "Project").

Section 1.02 On January 19, 2024, the VILLAGE issued Request for Proposals No. 24-03 for the Project, including all Exhibits and Addenda (the "RFP").

Section 1.03 February 20, 2024, 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 March 12, 2024, the Village Council of Islamorada, Village of Islands (the "Village Council") adopted **Resolution No. 24-##-##**, awarding the RFP to CONTRACTOR and authorizing the Village to negotiate and execute this Agreement with CONTRACTOR for the Project.

Section 1.06 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 section 3 of CONTRACTOR's proposal "Timeline".

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" to this Agreement as may be modified and agreed upon during negotiation of this Agreement and provided as Exhibit "B". 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 WARRANTIES

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 **Fifty Seven Thousand Seven Hundred Thirty Nine and no/100 Dollars (\$57,739.00)**.

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

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) Automobile Liability Insurance - \$300,000 per occurrence, \$300,000 per Accident for bodily injury and \$1,000,000 per accident for property damage; and

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 Village 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:	Glenn Haab, Regional Sales Manager Southeast Robertson Industries, Inc. 2140 East Cedar Street Tempe, AZ 85281 glenn.haab@totturf.com

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 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: _____
_____, 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:

Print Name:_____

By:_____

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"

FORM OF CONTRACTOR'S PROPOSAL

ROBERTSON INDUSTRIES, INC.

2/19/2024

RE: FOUNDERS PARK SPLASH PAD RESURFACING PROJECT (RFP 24-03)
COVER LETTER

1) a-e)

Since 1991, Robertson Industries, Inc / Robertson Recreational Surfaces has been a playground surfacing provider for both dry & wet play surfaces. Our Parent Company **PlayCore** and The Surfacing Group division is the Leader in the Play Space industry with its surfacing brands: TotTurf, Flexground, GT Impax, Surface Max, Sports Surface Specialties, & Rubber Designs.

I personally inspected the Founders Park Splash Pad on Feb 12, 2024 - to fully understand the required demo of existing surface, concrete site prep, site access, and what is needed to furnish, deliver, and install our Splash Tread Supreme surfacing. Our surfacing product meets/ exceeds all requirements of this bid.

We will dispatch a 4-5 man crew to execute this surfacing renovation – as outlined in the bid scope of services.

Project References:

Kissimmee Splash Pad 2400sf * 201 Kissimmee Lake Front Drive, Kissimmee, FL 34741

Steve Callahan Steve.callahan@kissimmee.gov (407)518-2341

Pinecrest Gardens Splash Pad 3118sf * 11000 Red Road Pinecrest, FL 33156

Ryan Ruiz r Ruiz@pinecrest-fl.gov (305)669-6990

Champion Splash Pad 3245sf * 100 3rd street Clermont, FL 34711

Todd Lewis t Lewis@clermont.org (352)255-2973

Robertson Industries, Inc is an Out of State Specialty Contractor.

Florida classifications for a GC license does not reflect the scope of work we provide.

2) Cost proposal (attached) **\$57,739**

*Owner to choose one of the color combinations from attached cut sheet

ROBERTSON INDUSTRIES, INC.

- 3) Timeline: project completion expected to be within 90 days of receiving an executed agreement *w/o any *Act of GOD* delays
Anticipated timeline (start to finish) is 7 days – weather permitting.
- 4) Warranty: RI warrants its Splash Tread Supreme Aquatic Surfacing to be free from defects in materials &/or workmanship for a period of 2 years.

Please do not hesitate in contacting me with any questions or additional info you may need.

Glenn Haab

Glenn Haab

Regional Sales Manager - SouthEast

Cell: (954)882-1366

glenn.haab@totturf.com

www.totturf.com



Makers of





Robertson Recreational Surfaces

A PLAYCORE Company

Proposal # 24-39737

Robertson Industries, Inc.
2140 E. Cedar Street
Tempe, AZ 85281
(800) 858-0519
FAX: (602) 340-0402
www.totturf.com

Date Issued: 02/16/2024

Project Name: Founders Park Splash Pad renovation Bid

Address: 87000 Overseas Hwy Islamorada, FL

Contact:

Email: **FOUNDERS PARK SPLASH PAD**

RESURFACING PROJECT (RFP 2403)

Sales Representative

Name: Glenn Haab

Phone: +19548821366

Email: ghaab@totturf.com

PRICE EXPIRES: 05/17/2024

PRODUCT NAME	DESCRIPTION	QTY	UNIT PRICE	TOTAL
TotTurf Splash Tread Aquatic Surfacing	Install Splash Tread Supreme * see details below	1450	\$39.82	\$57,739
GRAND TOTAL				\$57,739

CONTRACT TYPE: Regular

WAGE TYPE: Non-Prevailing

UNION: No

CA GRANT: No

DETAILED SCOPE:

Quote is to furnish, deliver and install 1450sf of 3/8" Splash Tread Supreme Surfacing

Colors quoted are (choice of) 1 of 10 available color patterns * see attached brochure

Quote includes removal and disposal of existing rubber surface and concrete prep to existing concrete sub base for proper adhesion

Quote does not include temp fencing, County Sales tax or site security during material curing process

2 yr warranty on TotTurf Splash Tread Supreme Surfacing

COMMENTS:

SECURITY:

N/A

Estimated Install Date:

2024

INITIALS





Flexible, Slip Resistant Aquatic Surfacing

Splash Tread Supreme is the most durable, chlorine resistant and UV stable flexible surfacing on the market - a perfect blend between aesthetics and structure. It can be installed over concrete, asphalt, non-coated wood, patterned raw metal, rubber, foam, and many other surfaces.



Features

- Easy Install
- Non-porous
- Slip Resistant
- Extremely Durable
- Many Color Choices
- Resistant to Rotting, Cracking and Peeling
- Anti-microbial
- Soft and Flexible Rubber Feel



Robertson
Recreational Surfaces

800-858-0519
www.totturf.com
info@totturf.com



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
12/27/2023

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 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
MARSH USA, LLC.
Two Alliance Center
3560 Lenox Road, Suite 2400
Atlanta, GA 30326
Attn: Atlanta.CertRequest@marsh.com / Fax: 212-948-4321
CN102326389-RI-GAUWX-23-24

CONTACT NAME:		FAX (A/C, No):
PHONE (A/C, No, Ext):		
E-MAIL ADDRESS:		
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A : Evanston Insurance Company		35378
INSURER B : Continental Casualty Company		20443
INSURER C : American Casualty Company Of Reading, Pa		20427
INSURER D : Transportation Insurance Co		20494
INSURER E : National Union Fire Ins Co. of Pittsburgh PA		19445
INSURER F : The Continental Insurance Company		35289

INSURED
Robertson Industries, Inc.
Attention: Maria Townson
2140 E. Cedar Street
Tempe, AZ 85281

COVERAGES

CERTIFICATE NUMBER:

ATL-004276052-35

REVISION NUMBER: 12

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	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR ☒ SIR \$250,000 Per Occ. GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PRO-JECT ☐ LOC OTHER:			MKL2PBC002028	08/01/2023	08/01/2024	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000 POLICY AGGREGATE \$ 10,000,000
B	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY			BUA 7039895527	08/01/2023	08/01/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Comp/Coll Ded: \$1,000 \$
F	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ☒ RETENTION \$0			7039984806 RETENTION Umb Catastrophe \$25,000	08/01/2023	08/01/2024	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) ☒ Y ☒ N If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	WC 7 39895530 WC 7 39895544 WC 7 39918871 WC 7 39929062	08/01/2023 08/01/2023 08/01/2023 08/01/2023	08/01/2024 08/01/2024 08/01/2024 08/01/2024	☒ 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
E	Excess Umbrella SIR: \$25,000 Per Project			019356229	08/01/2023	08/01/2024	Each Occurrence 15,000,000 Aggregate 15,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
For Information Only

CERTIFICATE HOLDER

Robertson Industries
2140 E. Cedar Street
Tempe, AZ 85281

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
of Marsh USA LLC

John White



ADDITIONAL REMARKS SCHEDULE

Page 2 of 2

AGENCY MARSH USA, LLC.		NAMED INSURED Robertson Industries, Inc. Attention: Maria Townson 2140 E. Cedar Street Tempe, AZ 85281
POLICY NUMBER		
CARRIER	NAIC CODE	
EFFECTIVE DATE:		

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: 25 **FORM TITLE:** Certificate of Liability Insurance

Workers' Compensation (Continued):

Carrier: Transportation Insurance Company
 Policy Number: WC 7039918885
 Dates: 08/01/2023 - 08/01/2024

WC 7 39895530 - AL, CO, FL, GA, ID, IL, IN, KS, KY, ME, MD, MI, MN, MO, MT, NV, NY, NC, OK, OR, PA, SC, TN, TX, UT, VA
 WC 7 39895544 - CA
 WC 7 39918871 - AZ, OR, WI
 WC 7039918885- OH, ND, WY, WA

Workers Compensation SIR of \$150,000

Exhibit "B"

PROJECT TIMELINE



Council Communication

To: Mayor and Village Council
From: Maria Bagiotti, Founders Park Director
Date: March 12, 2024
SUBJECT: **Resolution Approving Recommendation and Agreement for Founders Park Solar Street Light Fixtures Replacement Project - TAB 8**

Background:

Islamorada Founders Park, located at 87000 Overseas Highway, is the center of the Village's Park system, offering sports, recreation, and aquatic programs, special events, recreational facilities, amphitheater, beach, and pathways. Also located within Founders Park are the Parks and Recreation and Public Works offices, the Village Administrative and Safety Headquarters, Founders Park Community Center and Council Chambers, and Plantation Yacht Harbor Marina. Although Founders Park closes at sunset, the Park hosts many evening programs, events and meetings which require adequate street lighting for public safety and security.

In 2012, the Village received federal grant funds to convert the conventional electric power source streetlights to solar technology, including new posts and fixtures meeting the specifications of Florida Building Codes at that time.

Currently, most of these light fixtures are inoperable, antiquated, and in need of replacement. Due to the age of the components including the solar panels, charger controllers, batteries, and the LED fixtures, they are in constant need of repair and there are limited technical service options due to the availability of parts. At this point in time, the existing solar street light components on each pole need to be removed and replaced.

A structural inspection conducted by a professional engineering firm in November 2023 confirmed each light pole to be structurally sound. All light poles within the assessment have been engineer certified to support the retrofitting of new solar fixtures compliant with Village, County, and Florida Codes. Staff identified the desired solar technology product for the project to be the EnGo Tower 2 Solar Street Light manufactured by EnGoPlanet Energy, LLC as the preferred product for the replacement project. The product was chosen after testing it on one existing light poles in the park. The preferred solar technology includes a 40W LED lamp and a custom extension arm with the modular solar panels wrapped around the poles.

Analysis:

The Village issued Request for Proposals ("RFP") 24-02 on January 12, 2024 to solicit proposals from experienced and qualified contractors to furnish all necessary expertise, personnel, tools, materials, equipment, and supervision, in a timely and responsive timeframe to complete the Founders Park Solar Street Light Fixtures Replacement Project (the

“Project”).

RFP 24-02 was issued in accordance with Sec. 2-327(b) and (c)(4) of the Village’s Purchasing Guidelines in the Village Code of Ordinances. RFP 24-02 was published on DemandStar.com and on the Village’s website from January 12, 2023, through the submittal deadline and was also advertised through email distribution, on Facebook and in the local newspaper for two weeks.

The Village received a total of eight (8) proposals in response to RFP 24-02. To evaluate the proposals, an Evaluation Committee (the “Committee”) was established. Cost is not the only factor considered during the evaluation. Consideration was also given to each firm’s organization, experience with similar projects, qualifications, proposed timeline for completion, warranties and lighting fixtures proposed. It may be important to note that the lowest cost proposal was not for the preferred lighting fixtures and the fixtures proposed would not provide the desired brightness and would require additional engineering evaluation to be completed.

The proposals were reviewed and scored by the Evaluation Committee in a publicly noticed meeting on February 27, 2024. A maximum of 105 points was available in the scoring system, for a total maximum score of 315 points from the three-member Committee. This included the five additional points that were available for local preference, for which three firms qualified. The Committee ranked the proposals as follows according to the criteria and point system provided in the RFP.

Rank	Proposer/Firm Name	Points	Cost Proposal
1	Transportation Solutions & Lighting	270	\$ 392,423.00
2	Wire Nuts Electric	254	\$ 469,520.00
3	Marathon Electric Sign & Light	232	\$ 440,050.00
4	SCS of South Florida, LLC.	232	\$ 520,000.00
5	Advanced Green Technology	223	\$ 544,410.00
6	Pedro Falcon Contractors, Inc.	198	\$ 350,750.00
7	Wave Link Corp.	196	\$ 557,839.34
8	Canseco Electrical Contractors, Inc.	160	\$ 530,000.00

Adoption of the proposed Resolution would approve the ranking of the RFP 24-02 Evaluation Committee, the recommended selection of Transportation Solutions & Lighting, Inc. for the Solar Street Light Fixtures Replacement Project and authorize the Village Manager to enter into an Agreement with Transportation Solutions & Lighting.

The estimated project timeline provided in the proposal is three months for delivery of materials and one month for installation services.

Budget Impact:

The proposed cost for the Project is \$392,423.00. The revenue source for the project would be Local Government Discretionary Sales Surtax accounted for in the Capital Project Fund. The approved Fiscal Year 2023-2024 Capital Project Fund Budget includes \$350,000.00 for the project. If approved, staff would present a budget amendment to increase the capital outlay account budget by \$43,000.00.

Staff Impact:

The Founders Park Director would oversee scheduling, implementation and completion of the Project with the assistance of the Building Department and Public Works Department as may be needed.

Recommendation:

It is recommended that the Village Council adopt the proposed resolution thereby approving the recommended selection of Transportation Solutions & Lighting, Inc. for the Project and authorizing the Village Manager to enter into an Agreement with Transportation Solutions & Lighting, Inc. in substantially the form provided as Exhibit "1" to the proposed resolution.

Attachments: 1. 2-Reso_RFP 24-02_Award_and_Agrmt_Solar_Lights_Replacement

RESOLUTION NO. 24-

A RESOLUTION OF THE VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA, APPROVING THE FINAL RANKINGS AND RECOMMENDATIONS OF THE RFP 24-02 EVALUATION COMMITTEE FOR SELECTION OF A CONTRACTOR FOR THE FOUNDERS PARK SOLAR STREET LIGHT FIXTURES REPLACEMENT PROJECT; AUTHORIZING THE VILLAGE MANAGER AND VILLAGE ATTORNEY TO NEGOTIATE AN AGREEMENT FOR THE REQUESTED SERVICES; AUTHORIZING THE VILLAGE MANAGER TO EXECUTE THE AGREEMENT; APPROVING A BUDGET AMENDMENT; AUTHORIZING THE VILLAGE MANAGER TO EXPEND BUDGETED FUNDS; AND PROVIDING AN EFFECTIVE DATE

WHEREAS, Islamorada, Village of Islands (the "Village") strives to enhance the quality of life for residents and visitors by providing safe and attractive recreation areas and locations for sports activities, family gatherings and community events; and

WHEREAS, Islamorada Founders Park, located at 87000 Overseas Highway, is the center of the Village's Park system, offering sports, recreation, and aquatic programs, special events, recreational facilities, amphitheater, beach, and pathways. Also located within Founders Park are the Parks and Recreation and Public Works offices, the Village Administrative and Safety Headquarters, Founders Park Community Center and Council Chambers, and Plantation Yacht Harbor Marina.

WHEREAS, although Founders Park closes at sunset, the Park hosts many evening programs, events and meetings which require adequate street lighting for public safety and security; and

WHEREAS, Founders Park has 77 solar streetlights located throughout the property including the Administrative Center parking lot that were installed utilizing federal funding; and

WHEREAS, currently, most of these light fixtures are inoperable, antiquated, and the existing solar street light components on each pole need to be removed and replaced.; and

WHEREAS, a structural inspection conducted by a professional engineering firm in November 2023 confirmed each light pole to be structurally sound and engineer certified to support the retrofitting of new solar fixtures compliant with Village, County, and Florida Codes; and

WHEREAS, on January 12, 2024, the Village issued Request for Proposals (RFP) 24-02 to solicit proposals from qualified firms to complete the Founders Park Solar Street Light Fixtures Replacement Project (the "Project"); and

WHEREAS, an Evaluation Committee (the "Committee") was established to review responsive proposals to the RFP and make a recommendation to the Village Council for the selection of a Contractor to complete the Project; and

WHEREAS, the Committee reviewed the eight (8) proposals received using the selection criteria detailed in RFP 24-02 and recommends selection of the highest-ranked proposal from Transportation Solutions & Lighting, Inc. for the Project for an amount not to exceed Three Hundred Ninety-Two Thousand Four Hundred Twenty Three and 00/100 Dollars (\$392,423.00) to complete the Project; and

WHEREAS, the Village Council finds that approval and selection of Transportation Solutions & Lighting and entering into an Agreement for the Project 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 Selection.** The Village Council hereby approves the selection of Transportation Solutions & Lighting, Inc. to complete the Project.

Section 3. **Authorization of Village Officials.** The Village Manager and/or his designee and the Village Attorney are authorized to negotiate an agreement with Transportation Solutions & Lighting, Inc. substantially in the form attached hereto as Exhibit "1", for completion of the Project in an amount not to exceed Three Hundred Ninety-Two Thousand Four Hundred Twenty Three and 00/100 Dollars (\$392,423.00).

Section 4. **Execution of Agreement.** The Village Manager is authorized to execute the Agreement with Transportation Solutions & Lighting, Inc. 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 5. **Approval of Budget Amendment.** The Village Council approves a budget amendment in the Capital Project Fund for \$43,000.00 for the project account.

Section 6. **Authorization of Fund Expenditures.** Notwithstanding the limitations imposed upon the Village Manager pursuant to the Village's Purchasing Procedures Ordinance, the Village Manager is hereby authorized to expend budgeted funds for the Project.

Section 7. **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 _____, 2024.

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 , 2024, between:

ISLAMORADA, VILLAGE OF ISLANDS

a Florida municipal corporation, hereinafter "**VILLAGE**,"

and

TRANSPORTATION SOLUTIONS & LIGHTING, INC.

a 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 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 the materials and services to replace the existing solar street light fixtures for seventy-seven (77) existing light poles at Founders Park for its Solar Street Light Fixtures Replacement Project in a timely and responsive timeframe (the "Project").

Section 1.02 On January 12, 2024, the VILLAGE issued Request for Proposals No. 24-02 for the Project, including all Exhibits and Addenda (the "RFP").

Section 1.03 On February 20, 2024, 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 _____, 2024, the Village Council of Islamorada, Village of Islands (the "Village Council") adopted Resolution No. 24-##-##, awarding the RFP to CONTRACTOR and authorizing the Village to negotiate and execute this Agreement with CONTRACTOR for the Project.

Section 1.06 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" to this Agreement as may be modified and agreed upon during negotiation of this Agreement and provided as Exhibit "B". 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 WARRANTIES

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 **Three Hundred Ninety-Two Thousand Four Hundred Twenty Three and 00/100 Dollars (\$392,423.00)**.

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) Automobile Liability Insurance - \$300,000 per occurrence, \$300,000 per Accident for bodily injury and \$1,000,000 per accident for property damage; and

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.

Section 5.08 Bonds. If required by the VILLAGE, prior to performing any portion of the Scope of Work the CONTRACTOR shall deliver to VILLAGE the Bonds required to be provided by CONTRACTOR hereunder (the bonds referenced in this Section are collectively referred to herein as the "Bonds"). Pursuant to and in accordance with Section 255.05, Florida Statutes, the CONTRACTOR shall obtain and thereafter at all times during the performance of the Scope of Work maintain a separate performance bond and labor and material payment bond for the Scope of Work, each in an amount equal to one hundred percent (100%) of the Contract Price and each in the form provided in the Contract Documents or in other form satisfactory to and approved in writing by VILLAGE and executed by a surety of recognized standing with a rating of B plus or better for bonds up to Two Million Dollars. The surety providing such Bonds must be licensed, authorized and admitted to do business in the State of Florida and must be listed in the Federal Register (Dept. of Treasury, Circular 570). The cost of the premiums for such Bonds is included in the Contract Price. If notice of any change affecting the Scope of the Work, the Contract Price, Contract Time or any of the provisions of the Contract Documents is required by the provisions of any bond to be given to a surety, the giving of any such notice shall be CONTRACTOR's sole responsibility, and the amount of each applicable bond shall be adjusted accordingly. If the surety is declared bankrupt or becomes insolvent or its right to do business in Florida is terminated or it ceases to meet applicable law or regulations, the CONTRACTOR shall, within five (5) days of any such event, substitute another bond (or Bonds as applicable) and surety, all of which must be satisfactory to VILLAGE.

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 Village 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: Bradford Berner, Vice President of Sales
Transportation Solutions & Lighting, Inc.
980 North Federal Highway, Suite 110
Boca Raton, FL 33432
sales@tsandl.us

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 in 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.

[ANY CONTRACT DOCUMENTS FROM RFP SHALL BE INSERTED IN AGREEMENT]

[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: _____
_____, 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:

Print Name:_____

By:_____

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"

FORM OF CONTRACTOR'S PROPOSAL



February 10th, 2024

Islamorada, Village of Islands
Attention: Village Clerk
86800 Overseas Highway
Islamorada, Florida 33036

Request for Proposal – Founders Park Solar Street Light Fixtures Replacement Project - RFP 24-02

Dear Village Clerk:

Please accept our proposal for the replacement of the solar street light fixtures on existing light poles throughout the world-famous Founders Park located in the heart of the Village of Islamorada.

As an introduction to our company, Transportation Solutions & Lighting, Inc. (TS&L) has been in business for over 10 years and was founded on the premise of supplying and installing the most advanced and highest-performing solar street lights in our industry. Over the last 10 years, we have grown into a powerhouse of suppliers and integrators for street and commercial lighting in the southeastern marketplace. Being an Acuity (largest lighting manufacturer in the world) Lighting key partner, our business and experience have grown and are unmatched in the marketplace. We love what we do, it is our passion, and no one is more experienced and knowledgeable in our field. Recently, we completed the lighting design and installation for your wonderful Village over in the art district just last year (attached reference).

TS&L is a service-oriented, family-owned business with over 25 years of experience and is proudly a Florida registered and certified Minority Women Business Enterprise (MWBE), SBE, CBE, and a proud DBE business enterprise.

We commit to leading our industry in the installation and integration of solar streetlights, and we are incredibly excited about this opportunity to partner with your outstanding organization on this upcoming project.

Enclosed is a complete submission that covers and addresses all your requests in your RFP. We have chosen to use Engo Planet's product in your bid specification. They are by far the best in our industry in terms of quality, reliability, and performance, and they are the only product that can meet the rigorous 180 mph wind loads that will be needed for the South Florida wind environment.

Transportation Solutions & Lighting, Inc. 980 North Federal Highway, Suite 110, Boca Raton, FL 33432
sales@tsandl.us - 800-216-4044 - www.tsandl.us



We thank you kindly for your consideration and look forward to partnering with you again on this historic lighting project for your incredible agency.

Sincerely,

A handwritten signature in blue ink, appearing to read "Brad Berner", is written over the printed name.

Bradford Berner
Vice President of Sales

Project Approach:

TS&L is an expert integrator and supplier in the roadway and lighting industry. Since this project is what we do, day in and day out, we are your number one choice. Our project approach is simple and straightforward. We will work within your scope, goals, and objectives to ensure success. We will monitor the project where it involves us to control the plan of action items. Lastly, when we finish an installation or project, our philosophy is that we are here to support you for many years to come. The completion of a project is not the end but the beginning of a long partnership for all of your needs.

We guarantee 100% customer satisfaction, and we encourage you to reach out to our enclosed references from a few of our recent projects. We are confident that you will see for yourself just how superior our team is & technically provides the highest quality of our work. Also, our care to detail during the project and customer support after the project is unmatched. Our timeline below outlines the project milestones and walks you through the process.

Project Team Leaders:

Bradford Berner – Vice President of Sales

Brad has been with us from our early days. Brad joined Transportation Solutions & Lighting after working in the sales industry, designing and implementing large lighting projects. Brad's vast experience in working with solar lighting led the company to record growth. In his position, he provided leadership, oversight, and strategic direction to grow product lines on a national scale. Brad's ability to understand the market has given him the leverage to cultivate relationships, ensuring his customer's expectations are met. His drive to understand all prospects, needs, problems, and wants contributes to 100% customer satisfaction.

Patrick Rossetti – General Manager

Patrick started his career as a young sales manager for General Electric, which for 125 years was the worldwide leader in lighting. As LED lighting entered the market at the turn of the century (2000s), Patrick was brought on to GE to start and run their new LED business for 17 years. After mastering the technology and industry, Patrick was able to bring his experience, knowledge, and passion to TS&L, as the company has grown tremendously since joining in 2016.

Patrick is responsible for the development and implementation of all service/operating standards and associated training that led to the full achievement of TS&L's mission and values. As general



manager, he has set performance expectations and monitored training processes, putting together the finest team here at TS&L.

Joe Hunter – Director of Construction & Installation

Joe and his team lead our industry with 30 years of experience in construction and installation. Joe is industry-renowned for his design, construction, and problem-solving. Joe's ability to oversee various parts of installation and construction projects has led to many successful project completions. His coordination of workers, attention to detail, and careful planning ensure TS&L can provide the best quality control with every project.

Joe will lead this project with his team of 5 technicians and installers and will own every aspect from start to finish.

Kortney Bacchus - Operations Manager

Kortney has a strong history in management with over 15 years of experience. She provides extreme proficiency in her technical and team-building skills. As operations manager, she provides leadership, creating a high-performance operations team with direct reports to management. Her unmatched ability to triage, problem solve, plan, and monitor results in best practices for TS&L. She is an excellent operations manager in the office as well as out on the field.

Response to Specifications

1. GENERAL SCOPE AND DELIVERABLES

Confirmed - We fully meet this specification and plan to use the product mentioned in the RFP; it's by far the best in our industry in terms of quality, reliability, and performance.

2. NOTICE AND SCHEDULING

Confirmed – Timeline is enclosed in the attached – Material will take approximately 3 months to be delivered. Installation will be approximately 1 month.

3. PERMITS AND INSTALLATION

Confirmed – Being that this is a pure “retrofit project,” there is no digging, electricity, or new infrastructure. Permitting may not be required, and in our experience, typically is not. But we fully comply and will obtain any and all permits and handle them entirely from start to finish, as we did last year with your art district lighting project.

4. SUPPLIES, EQUIPMENT AND WARRANTIES

Confirmed – Fully Comply

Timeline

We expect this project to take 5 weeks to complete once the material arrives. 20 business days to install – but always factor in a few days of rain or any other delays. We will be running 2 teams – and will complete 4 locations a day. Please be aware that from the date a PO is received, it will take 90 to 100 days for the material to arrive.

PO Received:

Week 1 – 2

- Order all Equipment
- Meet virtually or onsite with the Islamorada team to discuss the project and overview.
- Cover all bases, submittals, drawings, and anything else that is needed.
- All administrative work to be completed.

Week 2 through 12

- Cover all open items and any other preparation. Again, solar system and LED Lights have a 12-week lead time
- The 4' extension arms, as of this proposal, have at least a 12-week lead times right now.

Week 13 (estimated date of material to arrive).

- All Material Arrives to TS&Ls
- Deliver dumpster, recycling bin, and any aerial device(s).
- Removing of all existing lighting and installation begins.

Week 14 through 18

- We expect to complete 4 poles a day.
- Project removal & installation is 20 business days = 4 weeks.

Week 19

- Final programming, any final tests, monitoring, and checking the entire system(s).

Week 20

- Train the village and sign off on another successfully completed project.

Warranty

- Statement Attached – Full Labor Warranty Included a well – with 48-hour onsite support for anything that is needed.

Bonds

- We have the ability to apply for and be approved for a bond if needed. This project is relatively simple, just retrofitting solar lighting on existing poles. We do not expect a bond to be required.

State and Local Authorization

- See attached - Also a proud WMBE – SBM/CBE & DBE registered Florida enterprise. Fully audited yearly and approved by the state of Florida

Insurance

Provided upon request – Our insurance exceeds the village's requirements.

5 Recent References with Similar Scopes

Louisiana State University, Health and Science Campus – New Orleans, Louisiana
 Scope: Supply and install 26 poles with Solar lighting equipped with emergency call boxes.
 Completed: Phase 1 – June 2023 – Phase 2 – Ongoing - Contact total \$600,000.00
 Contact: Mr. Darren Burkett – Executive Director – 504-568-2324 – dburk2@lsuhsc.edu

Legen Lake Estates, Lake Worth, FL
 Scope: Supply, Design, and Install Solar Street Lighting in Parking Lots
 Completed – February 2023 - Contract Total \$100,000.00
 Contact: Paul Boerstler – President – 561-818-3999 - boerstlerp@bellsouth.net

Village of Islamorada, Historic Art District
 Scope: Supply and Install – Complete Lighting installation for the Art District of the Village of Islamorada.
 Supplied all fixtures, installed all new electrical services, and provided turn-key installation.
 Completed: January 2023 - Contract total \$420,000.00
 Contact: Maria Bagiotti – Director – 305-853-1685 - maria.bagiotti@islamorada.fl.us

NOVA University
 Scope: Supply and Install – Fixtures at Nova University – Davie Campus, Davie, Florida
 Supply solar lighting and poles throughout southern parking lots near Miami Dolphin Training Camp.
 Completed Early 2022 - Contract total \$200,000.00
 Contact: Jon Miller – Facilities Manager – 954-661-8149 - jm1295@nova.edu

City of Anna Maria – Anna Maria Island, Florida
 Scope: Supply and Install – Engo Solar Street lights at City Hall - Historic Fixtures
 Completed June – 2023 - Contract total \$75,000.00
 Contact: Ms. LeAnne Addy – City Clerk/Treasurer – 941-708-6130 - amclerk@cityofannamaria.com

City of Fort Lauderdale – Supply and Install Solar Lighting
 Scope: Supply and Install – Solar lighting and poles – Melrose Park Solar Lighting Project
 Completed, Summer of 2022 - Contract total - \$100,000.00
 Contact – Jill Prizlee, P.E. - 954-828-5962 - jillp@fortlauderdale.gov

Pricing

Please find enclosed the full pricing breakdown of the project as specified in your solicitation.

005160 – Complete Turn Key Pricing Per your RFP # RFP 24-02

Product Information

THE ENGO TOWER

This innovative design that can be easily incorporated into your urban planning, whether it be for streets, highways, or industrial zones. This model is perfect for new installations as well as retrofitting already-existing poles into solar in your neighborhood.

Eligible for
EnGo Utility

SPECIAL PRICING: \$ /POLE

Additional volume discounts are
available for orders over 50

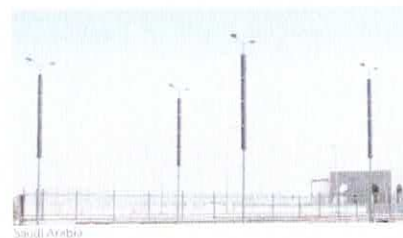
- ▶ Available pole heights: 13 - 28 ft
- ▶ Wattage: 30 - 80 W, Lumens: 5,100-13,200 lm
- ▶ Single and double arm configuration available

SCALABLE DESIGN

Stack multiple tower units to provide additional power
and fulfil unique lighting solutions

RETROFITTING

Convert old lights to solar power without needing to
adjust previous light pole placement





Estimate

EST-006460

Transportation Solutions & Lighting, Inc / NSS

980 N Federal Hwy
Suite 110
Boca Raton, Florida 33432

Bill To

Village of Islamorada
86800 Overseas Hwy
Islamorada Florida 33036

Ship To

86800 Overseas Hwy
Islamorada Florida 33036

Estimate Date : 14 Feb 2024

Expiry Date : 11 Jan 2025

#	Item & Description	Qty	Rate	Amount
1	Engo Tower 2 Solar Lighting Package - Retrofit Kit SKU : TSLNT2SLPRK Line 1: Included in Engo Tower 2 Retrofit Kit: EngoPlanet Solar Light Package - Tower 2 with 2 Solar Arrays - 320w Monocrystalline - 24v, 100 Ah Lithium Ion Phosphate Battery Systems (spec sheet attached). Solar Parking Lights - As Per Spec Complete with Single 4' Long, Aluminum Tapered Elliptical Mast Arm - Single 4' Long, Aluminum Tapered Elliptical Mast Arm, 4" Round Pole Top Hub Mount, USA Engineered & Manufactured. Line 2: Solar Lighting Installation & All Materials: Complete Turnkey Solar Lighting Removal & Installation. Removal of existing light fixtures and battery boxes. Strip pole and prep - Install new Engo solar array, arms, batteries, & LED fixtures. Includes labor, materials, and all equipment & lifting devices. Includes all removal and disposal of all removed material: Dumpsters, recycling, and battery recycling - Included - Complete Turnkey installation and proper removal of all old equipment and disposal.	77.00	4,999.00	384,923.00
Sub Total				384,923.00
Shipping charge				7,500.00
Total				\$392,423.00

Thank you for your business - We are family owned and operated and guarantee 100% customer satisfaction.

Powered By The Sun

ENGOPLANET.COM

EnGo Tower

Solar Street Light

An ideal solution for:

- Retrofitting existing poles
- City Centers
- Highways
- HOA's



**Environmental
Sensors**



**Remote
Management System**



**Easy Installation
& Maintenance**



Smart Sensors



**High Quality
Lithium Battery**



**Powered By
The Sun**

EnGo Tower 2

Technical Data Sheet



TOWER 2 GENERAL SPECIFICATIONS

LED Lamp	40-60 W 6600-9300 lm
Solar Power	320Wp (8x40Wp), Monocrystalline
Battery System	GEL Battery 24 V, 100 Ah Lithium Ion Phosphate - LiFePO4 24 V, 60 Ah
Charge Controller	MPPT Controller - 24 V
Pole	Hot Dip Galvanized + Powder Coated 6 m / 20 ft
Total Weight	134 KG / 295.4 lbs
Environmental Sensors	Available upon request

LED LAMP ELECTRICAL PARAMETERS

Rated Power	60W
Operating Temperature	-40 °C ↔ +50 °C / -40 °F ↔ +122 °F
Power Factor (PF)	>0.9
Protection	Class I (Class II Optional)
Rated Voltage	24 VDC

LED LAMP PHOTOMETRIC CHARACTERISTICS

Lumen Output	9300 lm (+/-5%)
Correlated Color Temperature (CCT)	2200 K ↔ 6500 K

LED LAMP MECHANICAL CHARACTERISTICS

Ratings	IP 66 IK 10
Lifetime	> 100,000 hours - L70 @25°C (77 °F)
Body	Anodized Aluminum
Pole Fitter Diameter	60 mm / 2.4 in (50 mm / 2 in - Optional)
Fixture Dimension	431 x 316 x 136 mm / 17 x 12.4 x 5.4 in
Packing Dimension	480 x 370 x 200 mm / 18.9 x 14.6 x 7.9 in
Fixture Weight	5.3 kg / 11.7 lbs
Packing Weight	6.3 kg / 13.9 lbs

SOLAR PANEL MAIN CHARACTERISTICS

Maximum Output Power (Pmpp)	40 Wp
Power Tolerance	+/-5%
Solar Cell Efficiency	≥ 20%
Voltage at Pmpp (Vmpp)	17.6 V
Current at Pmpp (Impp)	2.27 A
Open Circuit Voltage (Voc)	20.8 V
Short Circuit Current (Isc)	2.45 A
Operating Temperature	-40 °C ↔ +85 °C / -40 °F ↔ 185 °F
Maximum System Voltage	700 V
Maximum Series Fuse Rating	10 A

SOLAR PANEL MECHANICAL CHARACTERISTICS

Solar Cell Type	Monocrystalline 156.75 x 156.75 mm / 6.17 x 6.17 in
Dimensions of Module	1335 x 170 x 3.3 mm 52.6 x 6.7 x 0.2 in
Cables Specialized for PV use	2.5 mm2 x 1 m
Weight	1.6 kg / 3.5 lbs
Environmental Resistances	800g steel ball fall down from 1m height 60m/s wind

SOLAR PANEL TEMPERATURE CHARACTERISTICS

Current Temperature Coefficient	0.05 % / °C
Voltage Temperature Coefficient	-0.35 % / °C
Power Temperature Coefficient	-0.45 % / °C

POLE CHARACTERISTICS

Height	6 m / 20 ft
Pole Wall Thickness	approx. 4mm / 9 gauge*
Pole Assembly Weight	71 kg / 156.5 lbs*
Finishing Colors	White - RAL 9003 or Black - RAL 9005
Battery Storage	LiFePO4: Inside Pole / GEL: Underground
Arm - Pole Angle	90°

GEL Deep Cycle BATTERY MAIN CHARACTERISTICS

Type	GEL Deep Cycle Battery
Rated Voltage	12 V
Nominal Capacity	100 Ah
Internal Resistance	5 mOhm
Dimensions	330 x 171 x 214 mm / 13 x 6.7 x 8.4 in
Weight	30.5 kg / 67.2 lbs
Cycle Life	Approx. 1100 cycles 50% DOD
Maximum Charging Current	25 A
Operating Temperature	-10 °C ↔ +60 °C / 14 °F ↔ +140 °F

LiFePO4 BATTERY MAIN CHARACTERISTICS

Type	LiFePO4
Rated Voltage	12.8 V
Rated Capacity	30.4 Ah
Internal Resistance	≤ 45 Ohm
Dimensions	936 mm 82 mm 42 mm 36.9 in 3.2 in 1.7 in
Weight	4.2 kg / 9.25 lbs (with housing)
Shell Material	Poly Vinyl Chloride (PVC)
Charge Voltage	14.4 +/- 0.15 V
Charge Current	≤ 5 A
Operating Temperature	-15 °C ↔ +70 °C / 5 °F ↔ +158 °F
Passive Protection	Over-charge Protection Over-discharge Protection Temperature Protection Balanced Function

CHARGER CONTROLLER MODEL CHARACTERISTICS

Model	VICTRON ENERGY SmartSolar MPPT 75/15 or EnGoPlanet MPPT Controller
Battery Voltage (auto select)	24 V
Rated Charge Current	15 A
Nominal PV Power, 12 V	440 W
Max. PV Short Circuit Current	15 A
Max. PV Open Circuit Voltage	75 V
Peak Efficiency	98%
Self-Consumption - Load On/Off	24 V: 15 mA
Charge Voltage 'Absorption'	28.8 V (Adjustable)
Charge Voltage 'Float'	27.6 V (Adjustable)
Operating Temperature	-30°C ↔ +60°C / -22°F ↔ +140°F
Safety Standards	EN/IEC 62109-1, UL 1741, CSA C22.2
Color	Blue (RAL 5012)
Protection Category	IP43 (electronic components), IP22 (connection area)
Weight	0.5 kg / 1.1 lbs
Dimensions	100 x 113 x 40 mm / 3.9 x 4.5 x 1.6 in

MODULE CHARACTERISTICS

Module Dimensions	280 x 280 x 1350 x mm / 11 x 11 x 53 in
Module Weight	16.5 kg / 36.4 lbs**
Total Weight of Two Modules**	GEL: 34 kg / 75 lbs LiFePO4: 48.4 kg / 106.7 lbs
Solar Panels Per Module	4 panels

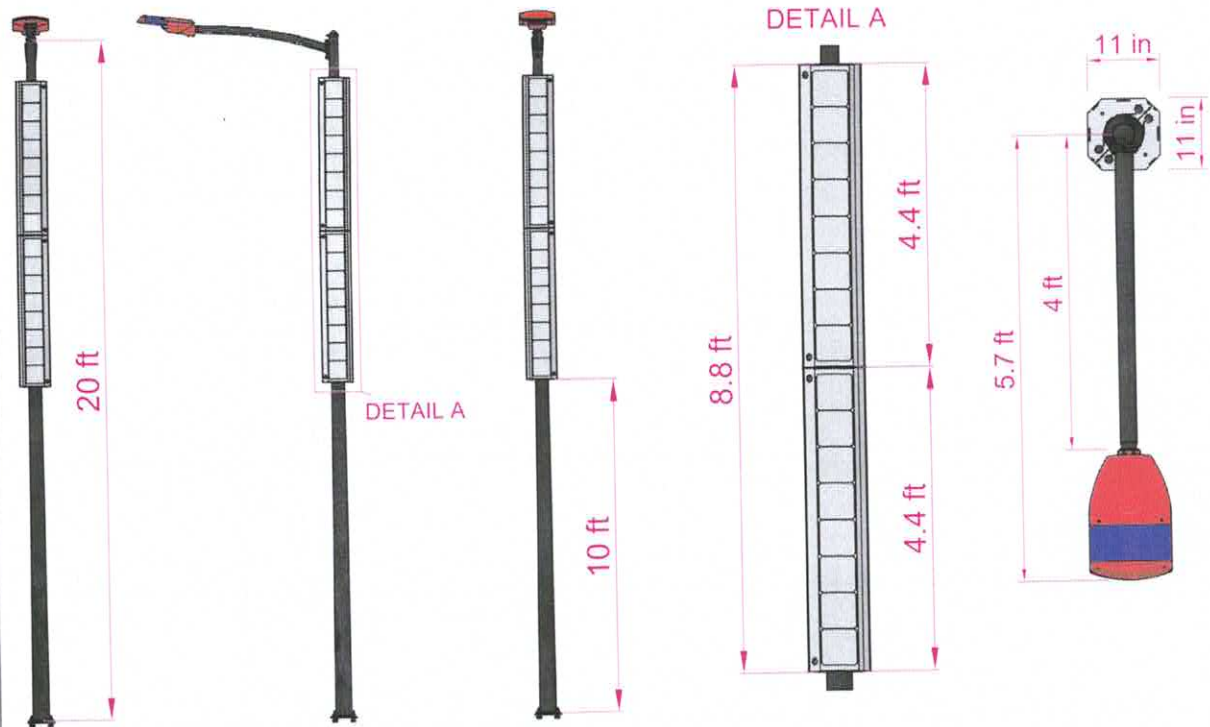
MODULE PACKAGING DETAILS

Packaged Weight	54 kg 119 lbs
Packaged Dimensions	0.7 x 0.35 x 1.4 m 2.3 x 1.2 x 4.6 ft

*varies based on specific requirements
**weight does not include pole and light head

Product Dimensions

feet / inches



millimetres



ENGOPLANET 10-5-2 STANDARD PRODUCT WARRANTY

EnGoPlanet solar products (hereinafter referred to as Products) manufactured by EnGoPlanet Energy Solutions LLC (hereinafter referred to as EnGoPlanet), are produced in accordance with industry standards to offer the best value for the customer. EnGoPlanet's continued commitment to quality is reflected in every aspect of EnGoPlanet Products leading to longer service-life and higher energy yields. EnGoPlanet assumes that use in accordance with this Standard Limited Product Warranty will maintain the function of the Products (hereinafter referred to as Functional or respectively Product Capability) as well as maintain the electrical performance of the Products.

As a result of EnGoPlanet's strong focus on quality of its Products, EnGoPlanet grants to the end-user of the Products (i.e. company or natural person who has legitimately purchased the Products and put them correctly into operation for the first time or company or natural person who has legitimately purchased the Products from such an end-user without any modifications) a standard product warranty as follows:

I. For a period of 10 Years:

- a. EnGoPlanet warrants that metal structures including poles, fixture arms, solar panel brackets, anchor bolts and other steel, aluminum, or other metal alloy parts will not suffer from any structural defect that would reasonably limit the structural integrity of the Products. This is under the condition that the Products are correctly installed by a certified contractor selected or approved by EnGoPlanet and used in accordance with regulations and all relevant professional standards and local laws and ordinances.
- b. EnGoPlanet warrants that all solar panels provided by EnGoPlanet and installed according to EnGoPlanet's specific installation instructions and maintained and cleaned according to EnGoPlanet's recommendations will function within their respective range of specifications as established by the original manufacturer. A claim in the event of glass breakage arises only to the extent that there was no external influence on the glass (e.g., improper installation, hitting or dropping the Product, dropping the product during discharging, or any other event that can cause physical damage to the glass of a solar module including damage sustained during transport).

II. For a period of 5 years:

- a. EnGoPlanet warrants that all electronic components and devices including: charge controllers, LED drivers, LED modules, motion sensors, and if equipped: cameras, WiFi routers, LoRA network antennae, and remote monitoring sensors; all of which must be provided by EnGoPlanet and installed according to EnGoPlanet's instructions will function within their respective range of specifications as established by the original manufacturer

III. For a period of 2 years:

- a. EnGoPlanet warrants that all batteries provided by EnGoPlanet and installed according to EnGoPlanet's instructions will function within their respective range of specifications as established by the original manufacturer. All batteries including lithium-ion batteries gradually lose efficiency over time. The typical lifespan of batteries ranges from 5 to 7 years. Batteries must be replaced periodically. EnGoPlanet does not warrant batteries outside of the initial 2 year standard product warranty. The use of batteries not provided EnGoPlanet voids the entire Standard Limited Product Warranty.

The warranty period begins on the date of the product invoice. If during the guarantee period the Products exhibit one of the above-mentioned defects and this has an effect on the Functional or respectively Product Capability of the Products, EnGoPlanet will, at its own discretion, repair the defective Products, supply replacement Products, or compensate the end-user with compensation in the amount of non-amortized value of the Products in the guarantee period. Some claims may require return shipping at the cost of the customer.

The visual appearance of the Products as well as any scratches, stains, mechanical wear, rust, mold, optical deterioration, discoloration, naturally occurring oxidation and other changes do not represent defects, insofar as the change in visual appearance does not lead to deterioration in the Functional or respectively Product Capability of the Products is not warranted by EnGoPlanet.

Claims must be filled within forty-eight (48) hours of notice. Claims should be emailed directly to info@engoplanet.com and should include the following information:

- Invoice Number
- Model of Product(s) with defect
- Physical location of Product(s)
- Written description of defect with photos

**TRANSPORTATION SOLUTIONS & LIGHTING ALSO
INCLUDES A 2 YEAR LABOR WARRANTY FOR ALL
PRODUCTS AND SYSTEMS WE SELL - WITH 48 HOUR
ONSITE SUPPORT. WE LEAD OUR OUR INDUSTRY
IN SERVICE AND SUPPORT, AS WELL AND BEST IN
CLASS MANUFACTURES**



Florida Unified Certification Program

Disadvantaged Business Enterprise (DBE) Certificate of Eligibility

TRANSPORTATION SOLUTIONS & LIGHTING

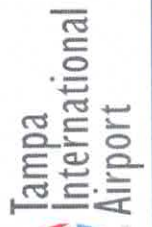
MEETS THE REQUIREMENTS OF 49 CFR, PART 26

APPROVED NAICS CODES:

425120

Victoria Smith

*Equal Opportunity Office, Manager
Florida Department of Transportation*



CERTIFIED

THIS CERTIFICATE IS AWARDED TO

TRANSPORTATION SOLUTIONS & LIGHTING, INC.

AS SET FORTH IN THE BROWARD COUNTY BUSINESS OPPORTUNITY ACT THE CERTIFICATION
REQUIREMENTS HAVE BEEN MET FOR:

County Business Enterprise (CBE) and Small Business Enterprise (SBE)

SANDY-MICHAEL MCDONALD

Digitally signed by SANDY-MICHAEL
MCDONALD

Date: 2022.12.20 12:29:17 -05'00'

AUTHORIZED REPRESENTATIVE

Anniversary Date: December 1st

THE OFFICE OF ECONOMIC AND SMALL BUSINESS DEVELOPMENT MUST BE NOTIFIED WITHIN 30 DAYS OF ANY MATERIAL CHANGES IN THE BUSINESS WHICH
MAY AFFECT OWNERSHIP AND CONTROL. FAILURE TO DO SO MAY RESULT IN THE REVOCATION OF THIS CERTIFICATE AND/OR IMPOSITION OF OTHER SANCTIONS.

A SERVICE OF THE BROWARD COUNTY BOARD OF COUNTY COMMISSIONERS
BROWARD.ORG/SMALLBUSINESS

GOVERNMENTAL CENTER ANNEX 115 S. ANDREWS AVENUE, ROOM A680 FORT LAUDERDALE, FL 33301
TEL: 954-357-6400 • FAX: 954-357-5674 • TTY: 954-357-5664

State of Florida

Woman & Minority Business Certification

Transportation Solutions and Lighting

Is certified under the provisions of
287 and 295.187, Florida Statutes, for a period from:

05/30/2023 to 05/30/2025



J. Todd Inman
Florida Department of Management Services

State of Florida

Department of State

I certify from the records of this office that TRANSPORTATION SOLUTIONS & LIGHTING, INC. is a corporation organized under the laws of the State of Florida, filed on June 15, 2017.

The document number of this corporation is P17000052598.

I further certify that said corporation has paid all fees due this office through December 31, 2024, that its most recent annual report/uniform business report was filed on February 5, 2024, and that its status is active.

I further certify that said corporation has not filed Articles of Dissolution.

*Given under my hand and the
Great Seal of the State of Florida
at Tallahassee, the Capital, this
the Thirteenth day of February,
2024*




Secretary of State

Tracking Number: 5484435188CU

To authenticate this certificate, visit the following site, enter this number, and then follow the instructions displayed.

<https://services.sunbiz.org/Filings/CertificateOfStatus/CertificateAuthentication>

Exhibit "B"

PROJECT TIMELINE



Council Communication

To: Mayor and Village Council
From: Vince Tarves, Systems Engineer
Date: March 12, 2024
SUBJECT: **Resolution Approving Purchase of CityView Workspace - TAB 9**

Background:

CityView is a software suite utilized by Islamorada, Village of Islands (the "Village"), primarily the Planning Department, Building Department, and Code Compliance Department, for development application processing, code compliance administration, contractor registrations, comprehensive building permit issuance, inspections, reviews and approvals. The Village first purchased CityView in 2005 and subsequently purchased a major upgrade in 2013. Efforts to fully implement and configure the software for Village-wide use did not begin until late 2014. At that time the Village hired Susan McLaughlin as a Software Administrator dedicated to learning and understanding the workflows of the Village's departments and configuring CityView modules accordingly. The 2014 Village Council's stated prioritization of a 100% electronic process for building and planning permit application processing was accomplished in the Spring of 2023. CityView Desktop is a mission critical software for the Village's daily operations.

Analysis:

With no major upgrade to CityView since 2013, the Village's IT Department has identified issues with CityView Desktop being slow and not enabling Village staff to have more than one project open at a time. The IT Department added resources to the servers to increase the speed of CityView, but the improvements to processing time have been minimal because the desktop version of the software is not efficient. The Village's vendor for CityView, Harris Computers, has recommended the Village upgrade the software to "CityView Workspace." This would solve both problems at once as the new software is web-based, optimized to run in a web browser, and allows multiple projects to be opened at once.

CityView Desktop is nearing End of Life (EOL), and this will create challenges in getting security updates and software improvements, and vendor support will be limited. Continuing to work with an outdated product would also put the Village at risk of a security breach making resident data vulnerable. CityView Desktop needs to be upgraded to CityView Workspace to keep pace with today's technology.

The Village received a proposal from Harris Computer for \$55,185.00 to perform the upgrade to CityView Workspace. The attached Resolution would approve the upgrade to CityView Workspace and a waiver of competitive bidding because Harris Computer, the developer of CityView, is a sole-source provider. With the considerable accomplishments made in the implementation and utilization of CityView, going out to bid for another product is not practical

or cost effective.

Adoption of the attached Resolution would also authorize the Village Manager and Village Attorney to enter into an agreement with Harris Computer for the upgrade as needed and authorizes the Village Manager to expend budgeted funds. The proposal from Harris Computer is provided as Exhibit A to the Resolution.

Budget Impact:

CityView-related costs are allocated to the Building Fund (50%), to the Planning Department in the General Fund (40%), and to the Code Compliance Department (10%). If the Village Council approves the upgrade to CityView Workspace for a one-time cost of \$55,185.00, then \$27,592.50 would be expensed to the Building Fund as Capital Outlay, and \$27,592.50 would be expensed to the Capital Project Fund for the Planning and Code Compliance Departments. This purchase was not included in the FY 2023-2024 budget, but both funds should result in fund balance additions at year end. The attached Resolution approves a budget amendment as needed in the appropriate accounts, and the purchase would be capitalized as an asset of the Village.

Each year the Village pays Annual System Maintenance (ASM) fees to Harris Computers for continued access and updates to the latest versions. In FY 2023-2024, the Village paid approximately \$90,000.00 for all CityView module and add-on ASM fees, including for Bluebeam Review through which electronic plans review is done. The ASM fees increase by 6% per year. The ASM fees will not be affected by the upgrade to CityView Workspace.

Staff Impact:

The Village Attorney would move forward with finalizing the Agreement for services, as needed. The Village IT Department would work with Harris Computer to set up the new server and migrate data from the existing server. The Planning, Building, and Code Compliance Departments would attend training classes for the new software.

Recommendation:

It is recommended that the Village Council adopt the attached Resolution, thereby approving the bid from Harris Computer to upgrade CityView Desktop to CityView Workspace.

- Attachments:**
1. Reso_CityView Workspace Upgrade_031224 RVCM
 2. Reso Ex A_Workspace Proposal

RESOLUTION NO. 24-

A RESOLUTION OF THE VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA APPROVING THE PROPOSAL BETWEEN CITYVIEW, A DIVISION OF HARRIS COMPUTERS SYSTEMS, AND ISLAMORADA, VILLAGE OF ISLANDS TO PROVIDE THE CITYVIEW WORKSPACE UPGRADE; AUTHORIZING VILLAGE OFFICIALS TO IMPLEMENT THE TERMS AND CONDITIONS OF THE PROPOSAL; AUTHORIZING THE VILLAGE MANAGER TO EXPEND BUDGETED FUNDS; AUTHORIZING THE VILLAGE MANAGER TO EXECUTE THE PROPOSAL; PROVIDING FOR A WAIVER OF PURCHASING PROVISIONS; APPROVING A BUDGET AMENDMENT; AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, on November 30, 2005, Islamorada, Village of Islands (the "Village"), entered into a Professional Services Agreement with Municipal Software Corporation for the purchase, implementation and training for the CityView enterprise software application; and

WHEREAS, Municipal Software Corporation was acquired in 2008 by Harris Systems and is now CityView, a Division of Harris Computer Systems ("CityView"); and

WHEREAS, CityView has prepared a Proposal to provide CityView Workspace, a cloud-based software solution that would lead to increased efficiencies for the Village (the "Proposal"); and

WHEREAS, the intent of the Proposal is to provide a web-based product that shortens the building and planning review processes, offers exceptional and convenient service to contractors, applicants and architects, saves time and money, and enhances the Village's sustainability efforts; and

WHEREAS, CityView has agreed to provide the services described in the Proposal attached as Exhibit A; and

WHEREAS, CityView is the only provider for the enterprise application and the sole option for the services described in the Proposal; and

WHEREAS, the Village Council finds that waiver of competitive bidding and approval of the Proposal between CityView and the Village attached hereto as Exhibit "A" 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 of Proposal. The Village Council hereby accepts and approves the Proposal from CityView, a Division of Harris Computer Systems ("CityView") and the Village to provide the CityView Workspace software solution, as set forth in Exhibit A" hereto.

Section 3. Authorization of Village Officials. The Village Manager and/or his/her designee and the Village Attorney are authorized to take all actions necessary to effectuate the intent of this Resolution.

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 Proposal.

Section 5. Execution of Proposal. The Village Manager is authorized to execute the Proposal on behalf of the Village, to execute any required agreements and/or documents to implement the terms and conditions of the Proposal and to execute any extensions and/or

amendments to the Proposal, subject to the approval as to form and legality by the Village Attorney.

Section 6. Waiver of Purchasing Provisions. In accordance with Section 2-328(1) and (3) of the Village Code, the Village Council waives the competitive purchasing provision of the Village Code to the Proposal.

Section 7. Approval of Budget Amendment. The Village Council approves a budget amendment in the Capital Project Fund for \$27,592.50 for the 50% portion of costs associated with the Planning and Code Compliance Departments, and the Village Council approves a budget amendment in the Building Fund for \$27,592.50 for the Building Department's 50% portion of costs.

Section 8. Effective Date. This Resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED this ____ day of _____, 2024.

Motion to adopt by _____, second by _____.

FINAL VOTE AT ADOPTION

VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA:

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 ONLY

JOHN J. QUICK, VILLAGE ATTORNEY

Quotation – Proprietary and Confidential

QUOTATION DESCRIPTION			
Request Date:	February 9, 2024	Quote #:	2024-Workspace
Client / Project:	Village of Islamorada, FL	Valid Until:	April 30, 2024
Requestor:	Vince Tarves	Created By	Steve Favalaro
Description of the Requested Services:			
The Village of Islamorada, FL has requested a quote to migrate their live system to CityView Workspace. This quotation covers the additional training and services to migrate the entire environment to CityView Workspace, including CityView Property Information, Permits and Inspections, Planning and Code Enforcement. The Village also has CityView Portal (for Permits & Inspections, Planning and Code Enforcement), ArcGIS Server extension and Electronic Plans Review, none of which are impacted by the migration. It is important to realize that most anomalies are not caused by CityView Workspace or the migration process. They exist in the current environment but they may make Workspace less user-friendly. It's also very important to understand the Village is not getting new workflows or the CityView Select best practice configuration out of this project. The Village's workflows etc. will not change. CityView will be migrating the current configuration (workflow, business rules, letters etc.) and make the fixes needed in order to bring the Village's current configuration into alignment with the needs of Workspace, meaning CityView will correct the configurations that were working in Desktop but are not working after the migration to Workspace. The following services are provided for budget purposes, and should the Village receive budget approval a more detailed quote and statement of work will be provided. This proposal assumes that all the Village's letters are already re-configured with the CityView MS Word Add-in properly, and work for you, so no letters are expected to be modified during this migration. Likewise, with Fees; the expectation is that all their fees work and there is no reason to be modifying them during this project. Estimate includes: 6 x 2-hour validation sessions (2 sessions per department/module) 104 hours of validation refinements to be used across all of the departments/modules 4 days of remote end user training 2 days of remote go live facilitation (i.e. 0.5 days per department/module) - All the extras: Project Management, QA, Environment Management, and Infrastructure Review **This estimate is for an on premise installation of CityView Workspace (<u>i.e. not hosted</u>) The cost for the above listed services and including project management, QA and environment management above is \$55,185 USD plus travel.			
List of attached documents:			
Cost: Includes onsite and offsite services, project management and quality assurance.			

Proprietary and Confidential

Total Estimated Cost:	As above	Planned Delivery Date:	TBD
QUOTATION APPROVAL			
	Print Name	Signature	Date
Client Executive:			
CityView Executive:			

Please Note:

- All of the supported technologies/browsers/operating systems/database versions are kept up to date on CityView Connect. This should be the first place you look for this information because it is always updated as things change, whereas copies of physical documents can become stale. That said, I've also attached the latest copy of our boiler-plate supported technologies PDF document for quick reference.
<http://cityviewhelp.iharriscomputer.com/cityviewcms/index.php/supported-technologies>
- Chrome is the browser of choice, even though we do support a couple other options. If Waterbury does not want to use Chrome (e.g. because they have a corporate standard of using Internet Explorer), then this should be discussed very early in the project.
- We also strongly recommend that CityView Workspace be run on an SSL-enabled web server. Cost of a CityView Workspace domain and SSL Certificate should be included in the budget. Since CityView Workspace is not intended to be accessible outside of the intranet, it can be managed without a real domain and just with a self-signed certificate, however we expect IT will have an opinion (it's our preference to do the former).



Council Communication

To: Mayor and Village Council
From: A.J. Engelmeyer, Public Works Director
Date: March 12, 2024
SUBJECT: **Resolution Ratifying Increasing Authorized Purchases from F.J. Nugent through the End of FY 2023-2024 - TAB 10**

Background:

Pursuant to Section 2-327 of the Village's Code of Ordinances relating to the Village's purchasing guidelines, the Village Manager has the authority to make purchases or enter into contracts for purchases of materials, supplies, equipment, improvements, or services where the total amount expended is less than \$25,000.00 and the aggregate total for any single vendor in any single year is less than \$25,000.00. Purchases of or contracts for purchases of materials, supplies, equipment improvements, or services where the total amount expended is \$25,000.00 or more shall be awarded by the Village Council. Purchases arising because of emergencies are exempt from Village Council approval. However, the Village Manager must notify each Council Member of the type and amount of the emergency purchase within 24 hours.

F.J. Nugent and Associates, Inc. ("F.J. Nugent") is the sole source vendor for E-One grinder pumps and parts for the Village's wastewater collection and transmission system. It is essential to have a supply of replacement parts in inventory for repairs and maintenance on the collection system. Currently the Village services over 500 E-One grinder pumps. At this time there are ten (10) back-up grinder pump kits in inventory. The Village's Wastewater Department needs to acquire more E-One grinder pumps to be able to service and upkeep the collection system without a delay in service. E-One Corporation have upgraded their grinder pumps. The new upgrades require conversion kits to utilize the existing pumps when rebuilding them. The upgrades make the pumps easier to repair and will require less parts in the future for those repairs. The older style rebuild kits are no longer available, and the conversion kits are required to rebuild the grinder pumps moving forward. These conversion kits will be purchased on an as-needed basis moving forward.

At the November 7, 2023, Regular Village Council Meeting, the Village Council passed and adopted Resolution No. 23-11-126 authorizing \$80,000.00 in purchases from F.J. Nugent for FY 2023-2024.

Analysis:

From the beginning of Fiscal Year 2023-2024, through February 27, 2024, the Village has purchased \$73,646.48 worth of parts and supplies from F.J. Nugent, with \$6,353.52 remaining for purchases. The Wastewater Department estimates that an additional \$41,314.80 in parts from F.J. Nugent is needed through the end of the fiscal year, and staff seeks Council approval of the additional purchases. A quote from F.J. Nugent is attached (Attachment B).

The attached Resolution would approve the additional purchases in the amount of \$42,000.00 in additional purchases from F.J. Nugent through the remainder of FY 2023-2024. The total purchasing authorization for F.J. Nugent in FY 2023-2024 would be \$122,000.00 if the attached Resolution is adopted and passed.

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 F.J. Nugent would be coded to these accounts as appropriate.

Staff Impact:

No change in staffing levels would occur as a result of passage and adoption of the attached Resolution.

Recommendation:

Staff recommends approval and adoption of the attached Resolution thereby authorizing and ratifying the purchase of wastewater parts from F.J. Nugent.

Attachments: 1. Resolution
 2. Attachment B

RESOLUTION NO. 24-

**A RESOLUTION OF THE VILLAGE COUNCIL OF ISLAMORADA,
VILLAGE OF ISLANDS, FLORIDA, RATIFYING INCREASING
AUTHORIZED PURCHASES FROM F.J. NUGENT AND
ASSOCIATES, INC., THROUGH THE END OF FY 2023-2024;
AUTHORIZING THE VILLAGE MANAGER TO EXPEND
BUDGETED FUNDS; AND PROVIDING FOR AN EFFECTIVE DATE**

WHEREAS, as part of development and maintenance of its central wastewater collection and transmission system, Islamorada, Village of Islands (the "Village"), purchases grinder pumps, grinder pump parts, and other specialized parts and equipment from F.J. Nugent and Associates, Inc. ("F.J. Nugent"), as a sole-source vendor on a project-by-project or as-needed basis; and

WHEREAS, on November 7, 2023, the Village Council adopted Resolution 23-11-126 approving \$80,000.00 in purchases from F. J. Nugent in FY 2023-2024; and

WHEREAS, the Village estimates it will need to purchase an additional \$42,000.000 in parts from F. J. Nugent through the remainder of FY 2023-2024, which ends on September 30, 2024; and

WHEREAS, pursuant to Section 2-327 of the Village's Code of Ordinances relating to the Village's purchasing guidelines, purchases of or contracts for materials, supplies, equipment, improvements, or services where the total amount expended to a single vendor in any single year is \$25,000.00 or more shall be awarded by the Village Council; and

WHEREAS, the Village Council of Islamorada, Village of Islands (the "Village Council") finds that approval of additional purchases from F. J. Nugent in the amount of \$42,000.00 through fiscal year ending September 30, 2024, 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 Expenses. The Village Council hereby approves the purchase of an additional Forty-Two Thousand and 00/100 (\$42,000.00) in parts from F.J. Nugent through September 30, 2024.

Section 3. Authorization of Village Officials. The Village Manager and/or his/her designee and the Village Attorney are authorized to take all actions necessary to implement the terms and conditions of purchases.

Section 4. Authorization of Fund Expenditure. Notwithstanding the limitations imposed upon the Village Manager pursuant to the Village's Purchasing Procedures Ordinance, the Village Manager is authorized to expend budgeted funds to implement the terms and conditions of the purchases.

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

FINAL VOTE AT ADOPTION

VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS

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

PASSED AND ADOPTED ON THIS ____ DAY OF _____, 2024.

JOSEPH B. PINDER, MAYOR

ATTEST:

MARNE MCGRATH, VILLAGE CLERK

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

JOHN J. QUICK, INTERIM VILLAGE ATTORNEY

Date:	February 15, 2024
Quote Number:	
Customer PO #:	

Serial Number(s):

APPROVAL DATE: BY:

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Council Communication

To: Mayor and Village Council
From: A.J. Engelmeyer, Public Works Director
Date: March 12, 2024
SUBJECT: **Resolution Approving the Ranking of The RFP 23-19 Evaluation Committee for Professional Engineering Services for a Stormwater Management Master Plan - TAB 11**

Background:

Islamorada, Village of Island, Florida (the “Village”) is aware that stormwater runoff is a major source of pollution to nearshore waters and that flooding presents one of the most dangerous and costliest natural disaster events that threaten human lives and property. As an integral part of the Florida Keys, the Village shares in the responsibility for maintaining, protecting and restoring the water quality and protecting the public from flooding. It is essential that the Village takes steps in identifying and solving water quantity and quality problems affecting Village properties and the nearshore waters of the Keys.

In September, 2000, engineers engaged by the Village completed a Stormwater Management Master Plan that identified stormwater management projects to be completed throughout the Village over a 20-year period. The Plan identified projects to be completed in five-year increments and provided cost estimates. The Village did not move forward with the Plan as identified in the September 2000 document and did not opt to include stormwater projects when the Village-wide wastewater collection and transmission system was constructed. A smaller project was completed in Toll Gate Shores to address stormwater issues on Lower Matecumbe Key. In 2018, a test stormwater management project on two streets in Venetian Shores was completed. In order to start addressing stormwater management issues in Islamorada, the 2000 Plan needs to be updated.

Analysis:

On December 7, 2023, the Village issued Request for Proposals (RFP) 23-19 with the objective of entering into an agreement with a Florida licensed engineering firm that shall furnish all necessary expertise, personnel, tools, materials, equipment, and supervision in a timely and responsive timeframe to complete an updated Stormwater Management Master Plan. The Village received three (3) proposals from three (3) firms in response to RFP 23-19 by the submission deadline of January 19, 2024. The RFP was advertised for a total of 43 days on the Village’s website, on DemandStar, and on the Village’s Facebook page. To evaluate the proposals, the Village Manger appointed an RFP 23-19 Evaluation Committee (the “Committee”) comprised of Wade Trim (Village Consultant) Engineer Dan Burden, Village Public Works Director A.J. Engelmeyer and Village Plans Review Engineer from M. T. Causely Robert Mather.

Due to the type of services sought through this RFP, in accordance with Florida Statutes

287.055 (the Consultants' Competitive Negotiation Act or "CCNA"), cost may not be considered during the evaluation of the qualifications of the proposers. Consideration is given to each firm's organization, experience, qualifications, and proposed timeline for completion. The proposals were reviewed and scored by the Evaluation Committee in a publicly noticed meeting on February 13, 2024. A maximum of 105 points were available in the scoring system, for a total maximum score by the Committee of 315 points. The Committee ranked the proposals as follows according to the criteria and point system provided in the RFP:

Rank	Proposer/Firm Name	Points
1	WSP USA Environment & Infrastructure Inc.	288
2	Chen Moore and Associates	276
3	Kimley-Horn	260

Adoption of the attached Resolution would approve the ranking of the RFP 23-19 Evaluation Committee and the recommended selection of WSP USA Environment & Infrastructure, Inc. (WSP) for the project. The proposed Resolution would also authorize the Village Manager and Village Attorney to negotiate and enter into an agreement with WSP for the requested services in substantially the form of Agreement provided as an exhibit to RFP 23-19 and provided hereto as Exhibit "1" to the proposed Resolution. If negotiations are not successful with WSP, pursuant to Section 287.055(5)(b), Florida Statutes, at a price determined by the Village Manager to be fair, competitive, and reasonable, negotiations with that firm shall be formally terminated by the Village Manager and negotiations shall be initiated with the next ranked firm, until a successful negotiation has taken place, and an Agreement is entered into. The proposal from WSP is provided as Exhibit "A" to the form of Agreement.

Budget Impact:

The cost for the services has not yet been negotiated. The adopted FY 2023-2024 budget includes \$250,000.00 in the Stormwater Utility Fund in the Professional Services expense account. If the negotiated cost for services is negotiated to be higher than \$250,000.00, then staff would seek approval for the increased cost from the Village Council and request a budget amendment.

Staff Impact:

The Public Works and Wastewater Director would act as Project Manager.

Recommendation:

It is recommended that the Village Council adopt the attached resolution, thereby approving the selection of WSP for the Project and authorizing the Village Manager and Village Attorney to negotiate and if successful enter into an agreement, or formally terminate such negotiations and begin negotiations with the next ranked firm until an agreement is entered into.

- Attachments:**
1. Resolution
 2. Exhibit 1

RESOLUTION NO. 24-

A RESOLUTION OF THE VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA, APPROVING THE RANKING OF THE RFP 23-19 EVALUATION COMMITTEE FOR PROFESSIONAL ENGINEERING SERVICES FOR A STORMWATER MANAGEMENT MASTER PLAN; AUTHORIZING THE VILLAGE MANAGER AND VILLAGE ATTORNEY TO NEGOTIATE AN AGREEMENT; AUTHORIZING EXECUTION OF THE AGREEMENT; AND PROVIDING AN EFFECTIVE DATE

WHEREAS, Islamorada, Village of Islands, Florida (the "Village") is aware that stormwater runoff is a major source of pollution to nearshore waters and that flooding presents one of the most dangerous and costliest natural disaster events that threaten human lives and property; and

WHEREAS, as an integral part of the Florida Keys the Village shares in the responsibility for maintaining, protecting, and restoring the water quality and protecting the public from flooding; and

WHEREAS, it is essential that the Village take steps in identifying and solving water quantity and quality problems affecting Village properties and the nearshore waters of the Keys; and

WHEREAS, on December 7, 2023, the Village issued Request for Proposals (RFP) 23-19 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 engineering firms to complete an updated Stormwater Management Master Plan; and

WHEREAS, due to the type of services sought through this RFP, in accordance with Florida Statutes 287.055 (the Consultants' Competitive Negotiation Act or "CCNA"), cost may not be considered during the evaluation of the qualifications of the proposers; and

WHEREAS, the Village received three (3) proposals in response to RFP 23-19 following

the advertising period from December 7, 2023 through January 19, 2024; and

WHEREAS, the Village Manager established an Evaluation Committee (the "Committee") to review the qualifications of the proposers and make a recommendation for the Village Council to approve the ranking and approve negotiations; and

WHEREAS, the Committee reviewed the three (3) proposals received and ranked in order of perceived qualifications; and

WHEREAS, the Village Council finds that approval of the Committee's ranking and direction to negotiation an agreement for the Stormwater Management Master Plan 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 Ranking.** The Village Council hereby approves the following ranking for the Professional Engineering Services for a Stormwater Management Master Plan:

1. WSP USA Environment & Infrastructure Inc.
2. Chen Moore and Associates
3. Kimley Horn

Section 3. **Authorization of Village Officials to Negotiate an Agreement.** The Village Manager and/or his designee and the Village Attorney are authorized to negotiate the terms and conditions of an Agreement with the top-ranked firm in substantially the form as provided as Exhibit "1" and if unsuccessful, to negotiate with the second ranked firm and, if necessary to negotiate with the third ranked firm in succession, until an Agreement is successfully

negotiated. Upon successful negotiation, the Mayor is authorized to execute the Agreement and the Clerk is authorized to attest and seal the Agreement, in the form authorized by the Village Attorney.

Section 4. **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 _____, 2024.

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 , 2024, between:

ISLAMORADA, VILLAGE OF ISLANDS

a Florida municipal corporation, hereinafter "**VILLAGE**,"

and

a . 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 complete an updated Stormwater Management Master Plan in a timely and responsive timeframe (the "Project").

Section 1.02 On December __, 2023, the VILLAGE issued Request for Proposals No. 23-19 for the Project, including all Exhibits and Addenda (the "RFP").

Section 1.03 On _____, 2024, 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 _____, 2024, the Village Council of Islamorada, Village of Islands (the "Village Council") adopted Resolution No. 24-##-##, awarding the RFP to CONTRACTOR and authorizing the Village to negotiate and execute this Agreement with CONTRACTOR for the Project.

Section 1.06 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" to this Agreement as may be modified and agreed upon during negotiation of this Agreement and provided as Exhibit "B". 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.

Article IV. CONTRACT PRICE, GUARANTEES AND WARRANTIES

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 _____ and no/100 Dollars (\$_____.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) Automobile Liability Insurance - \$300,000 per occurrence, \$300,000 per Accident for bodily injury and \$300,000 per accident for property damage; and

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: Contact Name/Title
Company
Street Address
City, State and zip code
Email address

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.

[CONTRACT DOCUMENTS FROM RFP SHALL BE INSERTED IN AGREEMENT]

Form of Agreement

[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: _____
_____, 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:

Print Name:_____

By:_____

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"

FORM OF CONTRACTOR'S PROPOSAL

Form of Agreement

Exhibit "B"

PROJECT TIMELINE

Form of Agreement



Council Communication

To: Mayor and Village Council
From: Terry Abel, Fire Chief
Date: March 12, 2024
SUBJECT: **Resolution Approving a Statewide Mutual Aid Agreement (SMAA) with the State of Florida - TAB 12**

Background:

The Florida Division of Emergency Management (FDEM) has become a strong proponent of participation in the Statewide Mutual Aid Agreement and recommends that local governments implement it. Disasters that strike may cause the disruption of essential services and the destruction of infrastructure needed to deliver those services. The Statewide Mutual Aid Agreement (SMAA) will give assistance to local governments unable to cope with the disaster with their existing resources.

The Statewide Mutual Aid Agreement between the FDEM and local governments was effective July 31, 2000. An agreement between the Village and the State was originally executed on May 31, 2001. This agreement was revised in 2007, in 2014, and in 2023. FDEM has requested execution of the latest agreement included as Exhibit 1 to the attached Resolution.

Analysis:

Through this Mutual Aid Agreement with the State of Florida, the Village may formally request emergency management, firefighting, or rescue assistance in the event of large fires, unusual emergency incidents, or natural disasters.

When disasters strike, the initial resources to protect the health and safety of citizens would come from local efforts, including municipal and county resources. If the response and/or recovery efforts are beyond the capability of local resources, the Village may request assistance from the State. If the disaster exceeds the State's ability to support the local government, then the State may request additional assistance through the Emergency Management Assistance Compact or from Federal assistance agencies to supplement the State's efforts. A proven method to augment emergency resources in a cost effective and timesaving manner is through the implementation of mutual aid agreements.

The SMAA included as Exhibit 1 to the attached Resolution is more in depth than previous versions and includes additional sections covering Application, Invocation of the Agreement, Responsibilities of the Requesting Party, Responsibilities of the Assisting Party, Rendition of Assistance, Reimbursement, Illegible Cost for Reimbursement, Insurances, General Requirements, Effects of the Agreements, and Interpretation and Application of the Agreement.

Budget Impact:

There is no budget impact to the Village at this time.

Staff Impact:

There is no impact on staffing levels at this time.

Recommendation:

It is recommended that the Village Council adopt the attached Resolution, thereby updating our State Mutual Aid Agreement with the Florida Division of Emergency Management for emergency management, fire protection, and rescue services assistance.

- Attachments:**
1. Reso_SMAA_031224 RVCM
 2. Ex 1 to Reso_SMAA_031224 RVCM

RESOLUTION NO. 24-

A RESOLUTION OF THE VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA ADOPTING THE STATEWIDE MUTUAL AID AGREEMENT BETWEEN THE FLORIDA DIVISION OF EMERGENCY MANAGEMENT AND ISLAMORADA, VILLAGE OF ISLANDS TO PROVIDE MUTUAL FIRE PROTECTION AND RESCUE SERVICES ASSISTANCE; AUTHORIZING VILLAGE OFFICIALS TO IMPLEMENT THE TERMS AND CONDITIONS OF THE AGREEMENT; AUTHORIZING THE VILLAGE MANAGER TO EXECUTE THE AGREEMENT; AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, the State of Florida Emergency Management Act, Chapter 252, authorizes the State and its political subdivisions to provide emergency aid and assistance in the event of a disaster or emergency; and

WHEREAS, the statutes also authorize the State to coordinate the provision of any equipment, services, or facilities owned or organized by the State or its political subdivisions for use in the affected area upon the request of the duly constituted authority of the area; and

WHEREAS, this Resolution authorizes the request, provision, and receipt of interjurisdictional mutual assistance in accordance with the Emergency Management Act, Chapter 252, among political subdivisions within the State; and

WHEREAS, the Florida Department of Emergency Management (FDEM) has requested that Islamorada, Village of Islands, enter into a Statewide Mutual Aid Agreement for reciprocal emergency aid in case of emergencies too extensive to be dealt with unassisted, and through such agreements ensure the timely reimbursement of costs incurred by the local governments which render such assistance; and

WHEREAS, the Village and FDEM desire to enter into a Statewide Mutual Aid Agreement (the "Agreement"), attached hereto as Exhibit 1; and

WHEREAS, the Village Council has determined that entering into the Agreement with the FDEM 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 are incorporated herein by this reference.

Section 2. Approval of Agreement. The Village Council hereby approves the Agreement, a copy of which is attached as Exhibit 1, together with such non-material changes as may be acceptable to the Village Manager and approved as to form and legality by the Village Attorney.

Section 3. Authorization of Village Officials. The Village Manager and/or his/her designee and the Village Attorney are authorized to take all actions necessary to implement the terms and conditions of the Agreement.

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

Section 5. Effective Date. This Resolution shall become effective immediately upon its adoption.

PASSED AND ADOPTED this _____ day of _____, 2024.

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, VILLAGE ATTORNEY



STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



STATEWIDE MUTUAL AID AGREEMENT - 2023

This Agreement is an acknowledgment of receipt by the Florida Division of Emergency Management ("the Division") and the local government ("Participating Party") signing this Agreement. Execution of this agreement replaces all previous iterations and is active until a new agreement is drafted and requested by The Division.

This Agreement is based on the existence of the following conditions:

- A. The State of Florida is vulnerable to a wide range of emergencies and disasters that are likely to cause the disruption of essential services and the destruction of the infrastructure needed to deliver those services.
- B. Such emergencies and disasters often exceed the emergency response and recovery capabilities of any one county or local government.
- C. Such incidents may also give rise to unusual and unanticipated physical and technical needs which a local government cannot meet with existing resources, but that other local governments within the State of Florida may be able to provide.
- D. The Emergency Management Act, chapter 252, *Florida Statutes*, provides each local government of the state the authority to develop and enter into mutual aid agreements within the state for reciprocal emergency aid in case of emergencies too extensive to be dealt with unassisted, and through such agreements ensure the timely reimbursement of costs incurred by the local governments which render such assistance.
- E. Pursuant to chapter 252.32, *Florida Statutes*, the Division renders mutual aid among the political subdivisions of the state to carry out emergency management functions and responsibilities.
- F. Pursuant to chapter 252, *Florida Statutes*, the Division has the authority to coordinate and direct emergency management assistance between local governments and concentrate available resources where needed.

Based on the existence of the foregoing conditions, the Parties agree to the following articles:

ARTICLE I: DEFINITIONS

As used in this Agreement, the following expressions shall have the following meanings:

- A. The "Agreement" is this Agreement, which shall be referred to as the Statewide Mutual Aid Agreement ("SMAA").



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- B. The "Division" is the Florida Division of Emergency Management.
- C. A "Requesting Party" to this Agreement is a Participating Party who requests assistance under this agreement.
- D. An "Assisting Party" to this Agreement is a Participating Party who provides assistance to a Requesting Party under this agreement.
- E. The "Period of Assistance" is the time during which an Assisting Party renders assistance to a Requesting Party under this agreement and includes the time necessary for the resources and personnel of the Assisting Party to travel to the place specified by the Requesting Party and the time necessary to return to their place of origin.
- F. A "Mission" is a documented emergency response activity performed during a Period of Assistance, usually in reference to one operational function or activity.
- G. A "local government" is any educational district, special district, or any entity that is a "local governmental entity" within the meaning of section 11.45(1)(g), *Florida Statutes*.
- H. An "educational district" is any school district within the meaning of section 1001.30, *Florida Statutes*, and any Florida College System Institution or State University within the meaning of section 1000.21, *Florida Statutes*.
- I. A "special district" is any local or regional governmental entity which is an independent special district within the meaning of section 189.012(3), *Florida Statutes*, established by local, special, or general act, or by rule, ordinance, resolution, or interlocal agreement.
- J. A "tribal council" is the respective governing bodies of the Seminole Tribe of Florida and Miccosukee Tribe of Indians recognized as special improvement district by section 285.18(1), *Florida Statutes*.
- K. An "interlocal agreement" is any agreement between local governments within the meaning of section 163.01(3)(a), *Florida Statutes*.
- L. A "Resource Support Agreement" as used in this Agreement refers to a supplemental agreement of support between a Requesting Party and an Assisting Party.
- M. "Proof of work" as used in this Agreement refers to original and authentic documentation of a single individual or group of individuals' emergency response activity at a tactical level.



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- N. "Proof of payment" as used in this Agreement refers to original and authentic documentation of an emergency response expenditure made by an Assisting Party.
- O. A "Reimbursement Package" as used in this Agreement refers to a full account of mission response documentation supported by proof of work and proof of payment.
- P. Any expressions not assigned definitions elsewhere in this Agreement shall have the definitions assigned them by the Emergency Management Act, Chapter 252, *Florida Statutes*.

ARTICLE II: APPLICABILITY OF THE AGREEMENT

Any Participating Party, including the Division, may request assistance under this Agreement for a "major disaster" or "catastrophic disaster" as defined in section 252.34, *Florida Statutes*, minor disasters, and other such emergencies as lawfully determined by a Participating Party.

ARTICLE III: INVOCATION OF THE AGREEMENT

In the event of an emergency or anticipated emergency, a Participating Party may request assistance under this Agreement from any other Participating Party or the Division if, in the judgement of the Requesting Party, its own resources are inadequate to meet the needs of the emergency or disaster.

- A. Any request for assistance under this Agreement may be oral, but within five (5) calendar days must be confirmed in writing by the Requesting Party. All requests for assistance under this Agreement shall be transmitted by the Requesting Party to another Participating Party or the Division. If the Requesting Party transmits its request for Assistance directly to a Participating Party other than the Division, the Requesting Party and Assisting Party shall keep the Division advised of their activities.
- B. The Division shall relay any requests for assistance under this Agreement to such other Participating Parties as it may deem appropriate and coordinate the activities of the Assisting Parties to ensure timely assistance to the Requesting Party. All such activities shall be carried out in accordance with the State's Comprehensive Emergency Management Plan.

ARTICLE IV: RESPONSIBILITIES OF REQUESTING PARTIES

To the extent practicable, all Requesting Parties shall provide the following information to their respective county emergency management agency, the Division, and the intended Assisting Party or Parties. In providing such information, Requesting Parties should utilize Section I of the



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Resource Support Agreement (RSA) Form, available via the [Division approved documents SharePoint site](#)¹.

- A. A description of the Mission to be performed by the Assisting Party;
- B. A description of the resources and capabilities needed to complete the Mission successfully;
- C. The location, date, and time personnel and resources from the Assisting Party should arrive at the incident site, staging area, facility, or other location designated by the Requesting Party;
- D. A description of the health, safety, and working conditions expected for deploying personnel;
- E. Lodging and meal availability;
- F. Any logistical requirements;
- G. A description of any location or facility outside the territorial jurisdiction of the Requesting Party needed to stage incoming resources and personnel;
- H. The location date, and time for personnel of the Requesting Party to meet and receive the personnel and equipment of the Assisting Party; and
- I. A technical description of any communications equipment needed to ensure effective information sharing between the Requesting Party, any Assisting Parties, and all relevant responding entities.

ARTICLE V: RESPONSIBILITIES OF ASSISTING PARTIES

Each Party shall render assistance under this Agreement to any Requesting Party to the extent practicable that its personnel, equipment, resources, and capabilities can render assistance. If upon receiving a request for assistance under this Agreement a Party determines that it has the capacity to render some or all of such assistance, it shall provide the following information without delay to the Requesting Party, the Division, and the Assisting Party's County emergency management agency. In providing such information, the Assisting Party should utilize the Section II of the Resource Support Agreement (RSA) Form, available via the [Division approved documents SharePoint site](#).

¹ FDEM approved documents such as activity logs and mutual aid forms can be found at:
https://portal.floridadisaster.org/projects/FROC/FROC_Documents/Forms/AllItems.aspx?View=%7B6F3CF7BD%2DC0A4%2D4BE2%2DB809%2DC8009D7D0686%7D



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- A. A description of the personnel, equipment, supplies, services and capabilities it has available, together with a description of the qualifications of any skilled personnel;
- B. An estimate of the time such personnel, equipment, supplies, and services will continue to be available;
- C. An estimate of the time it will take to deliver such personnel, equipment, supplies, and services to the location(s) specified by the Requesting Party;
- D. A technical description of any communications and telecommunications equipment available for timely communications with the Requesting Party and other Assisting Parties;
- E. The names and contact information of all personnel whom the Assisting Party has designated as team leaders or supervisors; and
- F. An estimated cost for the provision of assistance.

ARTICLE VI: RENDITION OF ASSISTANCE

The Requesting Party shall afford the emergency response personnel of all Assisting Parties, while operating within the jurisdictional boundaries of the Requesting Party, the same powers, duties, rights, and privileges, except that of arrest unless specifically authorized by the Requesting Party, as are afforded the equivalent emergency response personnel of the Requesting Party. Emergency response personnel of the Assisting Party will remain under the command and control of the Assisting Party, but during the Period of Assistance, the resources and responding personnel of the Assisting Party will perform response activities under the operational and tactical control of the Requesting Party.

- A. Unless otherwise agreed upon between the Requesting and Assisting Party, the Requesting Party shall be responsible for providing food, water, and shelter to the personnel of the Assisting Party. For Missions performed in areas where there are insufficient resources to support responding personnel and equipment throughout the Period of Assistance, the Assisting Party shall, to the fullest extent practicable, provide their emergency response personnel with the equipment, fuel, supplies, and technical resources necessary to make them self-sufficient throughout the Period of Assistance. When requesting assistance, the Requesting Party may specify that Assisting Parties send only self-sufficient personnel and resources but must specify the length of time self-sufficiency should be maintained.



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- B. Unless the Requesting Party has specified the contrary, it shall, to the fullest extent practicable, coordinate all communications between its personnel and the responding personnel of the Assisting Parties, and shall determine and share the frequencies and other technical specifications of all communications equipment to be used, as appropriate, with the deployed personnel of the Assisting Parties.
- C. Personnel of the Assisting Party who render assistance under this Agreement shall receive the usual wages, salaries, and other compensation as are normally afforded to personnel for emergency response activities within their home jurisdiction, and shall have all the immunities, rights, interests, and privileges applicable to their normal employment. If personnel of the Assisting Party hold local licenses or certifications limited to the jurisdiction of issue, then the Requesting Party shall recognize and honor those licenses or certifications for the duration of the Period of Assistance.

ARTICLE VII: REIMBURSEMENT

After the Period of Assistance has ended, the Assisting Party shall have 45 days to develop a full reimbursement package for services rendered and resources supplied during the Period of Assistance. All expenses claimed to the Requesting Party must have been incurred in direct response to the emergency as requested by the Requesting Party and must be supported by proof of work and proof of payment.

To guide the proper documentation and accountability of expenses, the Assisting Party should utilize the Claim Summary Form, available via the [Division approved documents SharePoint site](#) as a guide and summary of expense to collect information to then be formally submitted for review by the Requesting Party.

To receive reimbursement for assistance provided under this agreement, the Assisting Party shall provide, at a minimum, the following supporting documentation to the Requesting Party unless otherwise agreed upon between the Requesting and Assisting Parties:

- A. A complete and authentic description of expenses incurred by the Assisting Party during the Period of Assistance;
- B. Copy of a current and valid Internal Revenue Service W-9 Form;
- C. Copies of all relevant payment and travel policies in effect during the Period of Assistance;
- D. Daily personnel activity logs demonstrating emergency response activities performed for all time claimed (for FDEM reimbursement Division approved activity logs will be required for personnel activity claims);



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- E. Official payroll and travel reimbursement records for all claimed personnel expenses;
- F. Neat and comprehensive fringe benefit calculations for each position class or category of claimed personnel;
- G. Written justification for all additional expenses/purchases incurred during the Period of Assistance;
- H. Proof of payment for additional/miscellaneous expenses incurred during the Period of Assistance
- I. Equipment activity logs demonstrating equipment use and operation in support of emergency response activities for all time claimed (for FDEM reimbursement Division approved forms will be required for equipment activity claims);
- J. Proof of reimbursement to all employees who incurred emergency response expenses with personal money;
- K. Justification for equipment repair expenses; and
- L. Copies of any applicable supporting agreements or contracts with justification.

If a dispute or disagreement regarding the eligibility of any expense arises, the Requesting Party, Assisting Party, or the Division may elect binding arbitration. If binding arbitration is elected, the Parties must select as an arbitrator any elected official of another Participating Party, or any other official of another Participating Party whose normal duties include emergency management, and the other Participating Party shall also select such an official as an arbitrator, and the arbitrators thus chosen shall select another such official as a third arbitrator.

The three (3) arbitrators shall convene by teleconference or videoconference within thirty (30) calendar days to consider any documents and any statements or arguments by the Division, the Requesting Party, or the Assisting Party concerning the protest, and shall render a decision in writing not later than ten (10) business days after the close of the hearing. The decision of a majority of the arbitrators shall bind the parties and shall be final.

If the Participating Parties do not elect binding arbitration, this agreement and any disputes arising thereunder shall be governed by the laws of the State of Florida and venue shall be in Leon County, Florida. Nothing in this Agreement shall be construed to create an employer-employee relationship or a partnership or joint venture between the participating parties. Furthermore, nothing contained herein shall constitute a waiver by either Party of its sovereign immunity or the provisions of section 768.28, Florida Statutes. Nothing herein shall be construed as consent by either Party to be sued by third parties.



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ARTICLE VIII: COST ELIGIBLE FOR REIMBURSEMENT

The costs incurred by the Assisting Party under this Agreement shall be reimbursed as needed to make the Assisting Party whole to the fullest extent practicable.

- A. Employees of the Assisting Party who render assistance under this Agreement shall be entitled to receive from the Assisting Party all their usual wages, salaries, and any and all other compensation for mobilization, hours worked, and demobilization. Such compensation shall include any and all contributions for insurance and retirement, and such employees shall continue to accumulate seniority at the usual rate. As between the employees and the Assisting Party, the employees shall have all the duties, responsibilities, immunities, rights, interests, and privileges incident to their usual employment. The Requesting Party shall reimburse the Assisting Party for these costs of employment.
- B. The costs of equipment supplied by the Assisting Party shall be reimbursed at the rental rate established in FEMA' s Schedule of Equipment, or at any other rental rate agreed to by the Requesting Party. In order to be eligible for reimbursement, equipment must be in actual operation performing eligible work. The labor costs of the operator are not included in the rates and should be approved separately from equipment costs. The Assisting Party shall pay for fuels, other consumable supplies, and repairs to its equipment as needed to keep the equipment in a state of operational readiness. Rent for the equipment shall be deemed to include the cost of fuel and other consumable supplies, maintenance, service, repairs, and ordinary wear and tear. With the consent of the Assisting Party, the Requesting Party may provide fuels, consumable supplies, maintenance, and repair services for such equipment at the site. In that event, the Requesting Party may deduct the actual costs of such fuels, consumable supplies, maintenance, and services from the total costs otherwise payable to the Assisting Party. If the equipment is damaged while in use under this Agreement and the Assisting Party receives payment for such damage under any contract of insurance, the Requesting Party may deduct such payment from any item or items billed by the Assisting Party for any of the costs for such damage that may otherwise be payable.
- C. The Requesting Party shall pay the total costs for the use and consumption of any and all consumable supplies delivered by the Assisting Party for the Requesting Party under this Agreement. In the case of perishable supplies, consumption shall be deemed to include normal deterioration, spoilage, and damage notwithstanding the exercise of reasonable care in its storage and use. Supplies remaining unused shall be returned to the Assisting Party in usable condition upon the close of the Period of Assistance, and the Requesting Party may deduct the cost of such returned supplies from the total costs billed by the Assisting Party for such supplies. If the Assisting Party agrees, the Requesting Party may also replace any and all used consumable supplies with like



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supplies in usable condition and of like grade, quality and quantity within the time allowed for reimbursement under this Agreement.

- D. The Assisting Party shall keep records to document all assistance rendered under this Agreement. Such records shall present information sufficient to meet the audit requirements specified in the regulations of FEMA and any applicable circulars issued by the State of Florida. Upon reasonable notice, the Assisting Party shall make its records available the Requesting Party for inspection or duplication between 8:00 a.m. and 5:00 p.m. on all weekdays, except for official holidays.

ARTICLE IX: INSURANCE

Each Participating Party shall determine for itself what insurance to procure, if any. With the exceptions in this Article, nothing in this Agreement shall be construed to require any Participating Party to procure insurance.

- A. Each Participating Party shall procure employers' insurance meeting the requirements of the Workers' Compensation Act, as amended, affording coverage for any of its employees who may be injured while performing any activities under the authority of this Agreement, and shall be provided to each Participating Party.
- B. Any Participating Party that elects additional insurance affording liability coverage for any activities that may be performed under the authority of this Agreement shall be provided to each Participating Party.
- C. Subject to the limits of such liability insurance as any Participating Party may elect to procure, nothing in this Agreement shall be construed to waive, in whole or in part, any immunity any Participating Party may have in any judicial or quasi-judicial proceeding.
- D. Each Participating Party which renders assistance under this Agreement shall be deemed to stand in the relation of an independent contractor to all other Participating Parties and shall not be deemed to be the agent of any other Participating Party.
- E. Nothing in this Agreement shall be construed to relieve any Participating Party of liability for its own conduct and that of its employees.
- F. Nothing in this Agreement shall be construed to obligate any Participating Party to indemnify any other Participating Party from liability to third parties.



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ARTICLE X: GENERAL REQUIREMENTS

Notwithstanding anything to the contrary elsewhere in this Agreement, all Participating Parties shall be subject to the following requirements in the performance of this Agreement:

- A. All Participating Parties shall allow public access to all documents, papers, letters, or other materials subject to the requirements of the Public Records Act, as amended, and made or received by any Participating Party in conjunction with this Agreement.
- B. No Participating Party may hire employees in violation of the employment restrictions in the Immigration and Nationality Act, as amended.
- C. No costs reimbursed under this Agreement may be used directly or indirectly to influence legislation or any other official action by the Legislature of the State of Florida or any of its agencies.
- D. Any communication to the Division under this Agreement shall be sent via either email, the Division of Emergency Managements Enterprise System (DEMES), or mail to the Response Bureau, Florida Division of Emergency Management, 2555 Shumard Oak Boulevard, Tallahassee, Florida 32399-2100.
- E. Any communication to a Participating Party shall be sent to the official or officials specified by that Participating Party. For the purpose of this section, any such communication may be sent by the U.S. Mail, e-mail, or other electronic platforms.

ARTICLE XI: EFFECTS OF AGREEMENT

Upon its execution by a Participating Party, this Agreement shall have the following effect with respect to that Participating Party:

- A. The execution of this Agreement by any Participating Party which is a signatory to the Statewide Mutual Aid Agreement of 1994 shall terminate the rights, interests, duties, responsibilities, and obligations of that Participating Party under the Statewide Mutual Aid Agreement of 1994, but such termination shall not affect the liability of the Participating Party for the reimbursement of any costs due under the Statewide Mutual Aid Agreement of 1994, regardless of whether such costs are billed or unbilled.
- B. The execution of this Agreement by any Participating Party which is a signatory to the Public Works Mutual Aid Agreement shall terminate the rights, interests, duties, responsibilities and obligations of that Participating Party under the Public Works Mutual Aid Agreement, but such termination shall not affect the liability of the Participating Party for the reimbursement of any costs due under the Public Works Mutual Aid Agreement,



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regardless of whether such costs are billed or unbilled.

- C. Upon the activation of this Agreement by the Requesting Party, this Agreement shall supersede any other existing agreement between it and any Assisting Party to the extent that the former may be inconsistent with the latter.
- D. Upon its execution by any Participating Party, this Agreement will continue in effect for one (1) year from its date of execution by that Participating Party, and it shall automatically renew each year after its execution, unless within sixty (60) calendar days before the renewal date the Participating Party notifies the Division, in writing, of its intent to withdraw from the Agreement.
- E. The Division shall transmit any amendment to this Agreement by sending the amendment to all Participating Parties not later than five (5) business days after its execution by the Division. Such amendment shall take effect not later than sixty (60) calendar days after the date of its execution by the Division and shall then be binding on all Participating Parties. Notwithstanding the preceding sentence, any Participating Party who objects to the amendment may withdraw from the Agreement by notifying the Division in writing of its intent to do so within that time in accordance with section E of this Article.
- F. A Participating Party may rescind this Agreement at will after providing the other Participating Party a written SMAA withdrawal notice. Such notice shall be provided at least 30 days prior to the date of withdrawal. This 30-day withdrawal notice must be: written, signed by an appropriate authority, duly authorized on the official letterhead of the Participating Party, and must be sent via email, the Division of Emergency Managements Enterprise System (DEMES), or certified mail.

ARTICLE XII: INTERPRETATION AND APPLICATION OF AGREEMENT

The interpretation and application of this Agreement shall be governed by the following conditions:

- A. The obligations and conditions resting upon the Participating Parties under this Agreement are not independent, but dependent.
- B. Time shall be of the essence of this Agreement, and of the performance of all conditions, obligations, duties, responsibilities, and promises under it.
- C. This Agreement states all the conditions, obligations, duties, responsibilities, and promises of the Participating Parties with respect to the subject of this Agreement, and there are no conditions, obligations, duties, responsibilities, or promises other than those expressed in this Agreement.



STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



- D. If any sentence, clause, phrase, or other portion of this Agreement is ruled unenforceable or invalid, every other sentence, clause, phrase, or other portion of the Agreement shall remain in full force and effect, it being the intent of the Division and the other Participating Parties that every portion of the Agreement shall be severable from every other portion to the fullest extent practicable. The Division reserves the right, at its sole and absolute discretion, to change, modify, add, or remove portions of any sentence, clause, phrase, or other portion of this Agreement that conflicts with state law, regulation, or policy. If the change is minor, the Division will notify the Participating Party of the change and such changes will become effective immediately; therefore, please check these terms periodically for changes. If the change is substantive, the Participating Parties may be required to execute the Agreement with the adopted changes. Any continued or subsequent use of this Agreement following the posting of minor changes to this Agreement shall signify implied acceptance of such changes.
- E. The waiver of any obligation or condition in this Agreement by a Participating Party shall not be construed as a waiver of any other obligation or condition in this Agreement.

NOTE: This iteration of the State of Florida Statewide Mutual Aid Agreement will replace all previous versions.

The Division shall provide reimbursement to Assisting Parties in accordance with the terms and conditions set forth in this Article for missions performed at the direct request of the Division. Division reimbursement eligible expenses must be in direct response to the emergency as requested by the State of Florida. All required cost estimations and claims must be executed through the DEMES Mutual Aid Portal and assisting agencies must use all required [FDEM forms](#) for documentation and cost verification. If a Requesting Party has not forwarded a request through the Division, or if an Assisting Party has rendered assistance without being requested to do so by the Division, the Division shall not be liable for the costs of any such assistance.

FDEM reserves the right to deny individual reimbursement requests if deemed to not be in direct response to the incident for which asset was requested.



STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



IN WITNESS WHEREOF, the Parties have duly executed this Agreement on the date specified below:

FOR ADOPTION BY A CITY

STATE OF FLORIDA
DIVISION OF EMERGENCY MANAGEMENT

By: _____ Date: _____

Kevin Guthrie, Executive Director or
Ian Guidicelli, Authorized Designee

ATTEST:
VILLAGE CLERK

ISLAMORADA, VILLAGE OF ISLANDS
a Florida Municipality

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Approved as to Form and Legality:

By: _____

Village Attorney



Council Communication

To: Mayor and Village Council
From: John Quick, Interim Village Attorney
Date: March 12, 2024
SUBJECT: **Resolution Establishing Process to Create and Select Village Flag - TAB 14**

Background:

The Village Council gave guidance and direction for the Village Attorney to create a process by which the Village can create and adopt a Village flag.

Analysis:

The attached resolution and exhibit sets forth a process by which residents, staff, and business owners can submit proposed designs for a Village flag. The proposed process establishes a means for appointing a Village Flag Panel, collecting community input, narrowing the number of proposed flag designs for selection, and the ultimate process by which a Village flag is chosen.

Budget Impact:

Unknown at this time.

Staff Impact:

Unknown at this time.

Recommendation:

- Attachments:**
1. 48A1157-Resolution Establishing Village Council Flag Design Procedures
 2. 48A114102-Exhibit A to Resolution For Process To Design And Adopt A New Flag

RESOLUTION NO. 24-

**A RESOLUTION OF THE VILLAGE COUNCIL OF ISLAMORADA,
VILLAGE OF ISLANDS, FLORIDA, RECOGNIZING THE
IMPORTANCE OF A VILLAGE FLAG AND INITIATING A PROCESS
TO DESIGN AND ADOPT A NEW FLAG FOR THE VILLAGE; 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 4 of the Village Charter states that the Village shall have all the governmental, corporate, and proprietary powers necessary to enable it to conduct municipal government, perform municipal functions, and render municipal services, and may exercise any power for municipal services unless expressly prohibited by law; and

WHEREAS, at its January 9, 2024, regular Village Council meeting, Council gave direction to establish a Village flag with a goal of providing a unifying symbol for all residents within the Village and to encapsulate what the Village represents; and

WHEREAS, flags have been used for thousands of years to represent communities, individuals, and organizations; and

WHEREAS, well-designed municipal flags represent an opportunity to unite a community and contribute to a strong sense of civic pride; and

WHEREAS, the elected officials of the Village desire to foster pride, unity, commitment, and beautification in the community; and

WHEREAS, a well-designed, timeless flag may serve as a symbol of the Village's longevity and aspirations for future growth and prosperity for its households and businesses; and

WHEREAS, in recent years, the principles of flag design promulgated by the North American Vexillological Association have become more widely known and applied to municipal flag design; and

WHEREAS, the Village has an opportunity to engage the entire community in a process to design and display a new, unifying symbol for the community; and

WHEREAS, the Village Council finds that designing a Village flag 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 herein by this reference.

Section 2. **Establishment of Process.** The Village Council hereby approves the process to design and adopt a new flag for the Village as set forth in Exhibit "A," attached hereto.

Section 3. **Authorization of Village Officials.** The Village Manager and/or his/her designee and the Village Attorney are authorized to take all actions necessary to implement the terms and conditions of this Resolution.

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 _____, 2024.

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

ISLAMORADA, VILLAGE OF ISLANDS, VILLAGE COUNCIL FLAG DESIGN PROCESS

The Village Council of Islamorada, Village of Islands, Florida, adopts the following procedures pertaining to the design and adoption of a Village flag:

FLAG DESIGN PROCESS

- A. A Flag Design Panel comprised of seven (7) people appointed by the Village Manager will guide the process.
- B. Community input on flag design elements and flag design submissions will open on April 8, 2024, at 8:00 a.m. and close on May 31, 2024, at 5:00 p.m.
- C. Methods for electronic and hard copy submission of input on flag design elements and flag design submissions will be available during the time period above.
 - 1. All information regarding the process, including surveys and submission forms will be available at www.islamorada.fl.us/flag.
 - 2. Hard copy submission information and official pick-up/drop-off point for design submissions will be at Islamorada, Village of Islands (the "Village") Village Hall (86800 Overseas Highway, Islamorada, FL 33036) during business hours of 8:00 a.m. to 5:00 p.m., Monday through Friday.
 - 3. Submissions and surveys may be returned by US Mail to:
Islamorada, Village of Islands
Attn: Flag Project
86800 Overseas Highway
Islamorada, FL 33036

Entries that are mailed or dropped off must reach Village Hall by 5:00 p.m. on Friday, May 31, 2024.

- D. Input may be collected via a survey (or surveys) which can be completed electronically or in hard copy. If surveys are utilized, respondents will be asked for their input on:
1. Icons or symbols;
 2. Colors;
 3. Landmarks or natural features of the Village;
 4. Important events in the history/community life of the Village; and
 5. Other aspects of flag design for the Village.
- E. Flag design submissions will be received electronically or in hard copy.
1. Flag design proposals may be submitted by any Village resident, Village staff member, or business owner in the Village.
 2. As part of being appointed to the Flag Design Panel, members of the Panel agree to review all submissions anonymously. The submissions process will remain open in accordance with Chapter 119, Florida Statutes. Submitters will disclose their name, contact information and place of residence.
 3. Submitters agree to release all intellectual property rights and allow the Village to use all or any portion of their design.
 4. Submissions must conform to the submission guidelines and must be accompanied by a brief narrative explaining the design.
 5. Submitted designs may be used in their original format, digitized, enhanced, combined with other submissions, or not used at all.
- F. First selection of designs from all submissions and input.
1. The Flag Design Panel may enlist assistance from additional volunteers with relevant experience and diverse backgrounds in reviewing community input and flag design submissions. These additional volunteers and the Flag Design Panel will form the Flag Design Selection Working Group.

2. The Flag Design Selection Working Group will review all input and submissions to produce a limited number of designs for consideration by the Village Council.
3. The Flag Design Selection Working Group may enlist the technical assistance from a volunteer vexillologist from the North American Vexillological Association.
4. In determining the designs to present to the Village Council for consideration, the Flag Design Selection Working Group may use any submission exactly as submitted; may modify a submission, may digitize a submission, may combine elements of two or more submissions, and/or may use survey information to create designs to present to the Village Council.

G. Village Council selection of flag designs for community input.

1. The Flag Design Selection Working Group will forward to the Village Council no more than ten (10) designs for the new flag.
2. Village staff will prepare a Council Communication with the designs and insights from the Flag Design Selection Working Group on the selection of the designs.
3. Each member of the Village Council and the Mayor will identify during the regular agenda of a Council meeting their top three choices (unranked). In the event of a tie, both submissions will be included in the community voting.

H. Community voting.

1. Members of the Village community will have the opportunity to vote online or in hard copy for their one (1) top design.
2. Voters will self-certify that they are Village residents.

3. Voting may be completed on the Village website or via form at the Village Hall.
 4. Efforts will be made to detect and avoid repeat voting.
 5. The Village reserves the right to disqualify votes if unfair or repeat voting is detected.
 6. Voting will be open for a one (1) week period set by Council from 8:00 a.m. the first day of the period until 5:00 p.m. the last day of the period.
 7. The Village Manager, Village Attorney, and Village Clerk will canvass the votes for the finalist flags.
 8. The canvassing members will hold the result of the flag voting in the strictest confidence until the results are released in accordance with Section I below.
- I. Reveal of the new flag design.
1. The new flag design will be revealed by the Mayor at the first regular Village Council meeting after canvassing has been completed.
 2. This will be the first time that the new flag design is announced to the community.



Council Communication

To: Mayor and Village Council
From: Maria Bassett, Finance Director
Date: March 12, 2024
SUBJECT: **Resolution Approving First Budget Amendment for FY 2023-2024 - TAB 15**

Background:

On September 19, 2023, the Village Council approved the FY 2023-2024 budget through adoption of Resolution No. 23-09-102. The adopting Resolution states that the budget establishes an initial limitation on expenditures by department or category total and that the total sum allocated to each department, category or line item for operating expenses may be increased or decreased by the Village Manager in accordance with the provisions of the Resolution and the Village Charter. Further, the Village Manager shall prepare for approval a resolution amending the budget to reflect such department, category or line item reallocation for presentation to the Village Council if overages occur.

The attached Resolution serves to memorialize Village Council approval for a first amendment to the FY 2023-2024 budget to reflect changes in the budget by line item based on activity in the fiscal year through January 31, 2024. There are no changes to the budgets for the Solid Waste Fund, Building Fund, Debt Service Fund, or the Stormwater Fund. Schedules for these funds are included in the agenda package for information.

Analysis:

The column headed "FY 23-24 Budget Amendment – Requested" of Exhibit A to the attached Resolution provides the line item changes to the budget requested to cover budget overages that have been incurred through January 31, 2024.

During the budget preparation process, estimates of reserves are included for each fund. These estimates should be adjusted to actual amounts when those amounts are known. For the FY 2023-2024 budget, the actual reserve amounts (fund balance in governmental funds or cash available in enterprise funds) will not be known until the FY 2022-2023 audit is completed. The budget amendment includes figures based on the preliminary September 30, 2023, trial balance currently being audited. When final numbers are known, they will be reflected in a future budget amendment. The budgeted fund balance and reserve figures reflected provide an estimate of available amounts at year end as the Village starts the FY 2024-2025 budget process.

General Fund

Budget overages in General Fund expenditure accounts by January 31, 2024, are minimal. Most overages can be covered by transfers from other accounts in the same department. The Village Clerk Department budget is being amended to add a total of

\$8,000.00 to cover overages in three accounts with a transfer of funds from the Village Manager Department.

Impact Fee Fund

The budget amendment to the Impact Fee Fund is needed to reflect revenue received that was not budgeted for in FY 2023-2024 in the total amount of \$29,000.00.

Transportation Fund

The budget amendment to the Transportation Fund is needed to reflect Hurricane Irma reimbursement revenue received that was not budgeted for in FY 2023-2024 in the total amount of \$149,300.00.

Affordable Housing Fund

The budget amendment to the Affordable Housing Fund is needed to reflect Commercial In-Lieu-Of Fee revenue received that was not budgeted for in FY 2023-2024 in the total amount of \$75,000.00.

Capital Project Fund

The Capital Project Fund is being amended for a net amount of \$157,000.00. By January 31, 2024, the Village received \$180,000.00 in additional revenue that was not budgeted. \$38,000.00 came from the proceeds on the sale of capital assets, and \$142,00.00 came from Stewardship Act funds for Canal #114. The increased revenues were offset by \$23,000.00 in expenditures not included in the FY 2023-2024 budget. The storyboards at the Hurricane Monument need to be replaced. Replacements ordered in a previous fiscal year were lost. The Village is waiting on one additional storyboard to complete the project. A small project was completed to improve WiFi at Founders Park in the amount of \$23,000.00.

Marina Enterprise Fund

The Marina Enterprise Fund budget is being amended to utilize funds included in the FY 2023-2024 budget for a second boat ramp in the amount of \$64,000.00. \$25,000.00 is being utilized to make substantial improvements to the Marina's fire suppression system following the decking replacement project, and \$39,000.00 is being utilized to install a shade structure over the fuel dispensers.

Wastewater Enterprise Fund

In the Wastewater Fund, the Village has received additional revenues not included in the FY 2023-2024 budget in the total amount of \$65,500.00.

-

Budget Impact:

The budget impact by fund is presented in the "Requested Amendment" column of each funds' budget amendment schedule.

Staff Impact:

No direct staff impact would occur as a result of this budget amendment.

Recommendation:

Staff requests and recommends that the Village Council adopt the Resolution and the amended FY 2023-2024 budget as presented.

- Attachments:**
1. Reso_FY23-24 Bgt Amend 013124_03324 RVCM
 2. Ex A_First FY 23-24 Budget

RESOLUTION NO. 24-

**A RESOLUTION OF THE VILLAGE COUNCIL OF ISLAMORADA,
VILLAGE OF ISLANDS, FLORIDA, AMENDING THE VILLAGE'S
ADOPTED BUDGET FOR FISCAL YEAR 2023-2024; AND
PROVIDING AN EFFECTIVE DATE**

WHEREAS, in accordance with Section 200.065, Florida Statutes and Section 6 of the Village Charter, the Village Council of Islamorada, Village of Islands (the "Village") adopted a Budget for Fiscal Year 2023-2024 by adoption of Resolution No. 23-09-102 on September 19, 2023; and

WHEREAS, pursuant to Section 6 of Resolution No. 23-09-102, the Village Manager is authorized to propose a resolution on a quarterly basis to amend the budget to reallocate department, category or line item budget allocations.

**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. **Budget Amendment.** In accordance with Section (6)(3) of the Village Charter and Section 6 of Resolution No. 23-09-102, the Village Council hereby approves the amendment to the Budget adopted as Exhibit 'A' of Resolution No. 23-09-102 for Fiscal Year 2023-2024 as shown on Exhibit 'A' attached hereto.

Section 3. **Effective Date.** This Resolution shall become effective immediately upon its adoption and shall be reflected in the FY 2023-2024 budget as of January 31, 2024.

PASSED AND ADOPTED this _____ day of _____ 2024.

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 _____

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, VILLAGE ATTORNEY

Islamorada, Village of Islands
FY 23-24 Budget Amendment
January 31, 2024

EXHIBIT A

Fund: 001 - General Fund		BUDGET			FY 23-24 ACTUALS (Unaudited) as of 1/31/2024	FINAL BUDGET v ACTUALS VARIANCE Favorable / (Unfavorable)	Actual as % of Budget Benchmark = 33%
		FY 23-24 Adopted Budget	FY 23-24 Budget Amendment - Requested	Proposed FY 23-24 Amended Budget			
Fund Balance - Beginning, 10/1/2023							
001-280-000	Fund Bal - Nonspendable	262,600.00	-	262,600.00	262,599.53		
001-281-001	Fund Bal - Restricted - MCSO Training	67,500.00	-	67,500.00	70,393.95		
001-282-002	Fund Bal - Committed - Landscape Mitigation	830,400.00	-	830,400.00	758,674.57		
001-283-000	Fund Bal - Assigned - Hurricane Response	7,382,100.00	-	7,382,100.00	7,174,560.18		
001-284-000	Fund Bal - Unassigned	6,062,200.00	-	6,062,200.00	5,738,264.41		
		14,604,800.00	-	14,604,800.00	14,004,492.64		
Revenues							
<u>Taxes</u>							
001-311-000	Ad Valorem Taxes	15,701,300.00	-	15,701,300.00	13,239,722.67	(2,461,577.33)	84.32%
001-315-000	Communication Services Tax	450,000.00	-	450,000.00	101,589.00	(348,411.00)	22.58%
		16,151,300.00	-	16,151,300.00	13,341,311.67	(2,809,988.33)	82.60%
<u>Licenses & Permits</u>							
001-323-700	Franchise Fee - Solid Waste	800,000.00	-	800,000.00	201,420.53	(598,579.47)	25.18%
001-329-000	Other Permits, Fees & Special Assmts	2,500.00	-	2,500.00	750.00	(1,750.00)	30.00%
001-329-001	Vacation Rental Permit Fee	375,000.00	-	375,000.00	299,715.00	(75,285.00)	79.92%
001-329-005	BPAS Application Fee	10,000.00	-	10,000.00	600.00	(9,400.00)	6.00%
001-329-007	In Lieu of Landscape Mitigation Fee	100,000.00	-	100,000.00	56,887.94	(43,112.06)	56.89%
001-329-009	Foreclosure Registration Fee	2,500.00	-	2,500.00	200.00	(2,300.00)	8.00%
		1,290,000.00	-	1,290,000.00	559,573.47	(730,426.53)	43.38%

Islamorada, Village of Islands
FY 23-24 Budget Amendment
January 31, 2024

EXHIBIT A

Fund: 001 - General Fund		BUDGET			FY 23-24 ACTUALS (Unaudited)	FINAL BUDGET v ACTUALS VARIANCE	Actual as % of Budget
		FY 23-24 Adopted Budget	FY 23-24 Budget Amendment - Requested	Proposed FY 23-24 Amended Budget			
					as of 1/31/2024	Favorable / (Unfavorable)	Benchmark = 33%
<u>Intergovernmental</u>							
001-331-002	FEMA SAFER Grant (Fire Rescue)	528,000.00	-	528,000.00	-	(528,000.00)	0.00%
001-331-101	EPA Grant for Oxygen Monitoring	12,000.00	-	12,000.00	-	(12,000.00)	0.00%
001-334-003	FDEP Resilient Florida Grant (#22PLN68)	178,100.00	-	178,100.00	-	(178,100.00)	0.00%
001-335-122	Monroe County Business Tax Distribution	32,000.00	-	32,000.00	15,231.44	(16,768.56)	47.60%
001-335-140	Mobile Home License Tax	1,500.00	-	1,500.00	898.48	(601.52)	59.90%
001-335-150	Alcoholic Beverage License Tax	32,000.00	-	32,000.00	2,531.10	(29,468.90)	7.91%
001-335-180	Local Government Half-Cent Sales Tax Program	1,735,000.00	-	1,735,000.00	338,510.27	(1,396,489.73)	19.51%
001-335-210	Firefighter Supplemental Compensation	10,000.00	-	10,000.00	2,900.00	(7,100.00)	29.00%
001-335-701	FDEP Surcharge Tax - Windley Key	8,500.00	-	8,500.00	2,256.94	(6,243.06)	26.55%
001-336-000	State Payments In Lieu Of Taxes	2,700.00	-	2,700.00	-	(2,700.00)	0.00%
001-337-701	TDC Beach Maintenance Agreement	90,000.00	-	90,000.00	-	(90,000.00)	0.00%
		2,629,800.00	-	2,629,800.00	362,328.23	(2,267,471.77)	13.78%
<u>Fines & Forfeitures</u>							
001-354-000	Code Compliance Lien Payments	150,000.00	-	150,000.00	6,800.00	(143,200.00)	4.53%
001-359-001	MCSO Citation Payments	50,000.00	-	50,000.00	10,889.12	(39,110.88)	21.78%
001-359-002	MCSO Citations - Training Surcharge	5,000.00	-	5,000.00	1,006.56	(3,993.44)	20.13%
		205,000.00	-	205,000.00	18,695.68	(186,304.32)	9.12%
<u>Charges for Services</u>							
001-329-003	Fire Inspection Fee	10,000.00	-	10,000.00	6,650.00	(3,350.00)	66.50%
001-329-004	Developmental Permit Application Fee	75,000.00	-	75,000.00	25,440.00	(49,560.00)	33.92%
001-329-008	Cost Recovery Revenue	25,000.00	-	25,000.00	-	(25,000.00)	0.00%
001-342-200	Special Event Fire Protection Fee	10,000.00	-	10,000.00	4,006.00	(5,994.00)	40.06%
001-342-401	Emergency Management Service Fee	250,000.00	-	250,000.00	75,086.59	(174,913.41)	30.03%
001-347-201	Park Entrance Fee	350,000.00	-	350,000.00	72,067.06	(277,932.94)	20.59%
001-347-501	Pool Entrance Fee	45,000.00	-	45,000.00	6,049.72	(38,950.28)	13.44%

Islamorada, Village of Islands
FY 23-24 Budget Amendment
January 31, 2024

EXHIBIT A

Fund: 001 - General Fund		BUDGET			FY 23-24 ACTUALS (Unaudited)	FINAL BUDGET v ACTUALS VARIANCE	Actual as % of Budget
		FY 23-24 Adopted Budget	FY 23-24 Budget Amendment - Requested	Proposed FY 23-24 Amended Budget			
					as of 1/31/2024	Favorable / (Unfavorable)	Benchmark = 33%
001-347-502	Pool/Park Membership - Resident	20,000.00	-	20,000.00	6,381.32	(13,618.68)	31.91%
001-347-503	Pool/Park Membership - Non-Resident	20,000.00	-	20,000.00	6,806.01	(13,193.99)	34.03%
001-347-901	Recreation Camp Fee	60,000.00	-	60,000.00	-	(60,000.00)	0.00%
001-362-001	Park Facilities Rental Fee	30,000.00	-	30,000.00	11,519.25	(18,480.75)	38.40%
001-362-002	Pool Team Rental Fee	30,000.00	-	30,000.00	6,667.68	(23,332.32)	22.23%
001-362-003	Swim Instruction	70,000.00	-	70,000.00	14,575.00	(55,425.00)	20.82%
001-362-004	Dive Instruction	12,000.00	-	12,000.00	1,600.00	(10,400.00)	13.33%
001-362-005	Tennis Instruction	225,000.00	-	225,000.00	58,475.00	(166,525.00)	25.99%
001-362-006	Water Aerobics Instruction	24,000.00	-	24,000.00	6,622.00	(17,378.00)	27.59%
001-362-007	Synchronized Swim Instruction	14,000.00	-	14,000.00	2,755.00	(11,245.00)	19.68%
001-362-008	Freediving Instruction	14,000.00	-	14,000.00	-	(14,000.00)	0.00%
001-362-009	Fitness Instruction	28,000.00	-	28,000.00	13,137.00	(14,863.00)	46.92%
		1,312,000.00	-	1,312,000.00	317,837.63	(994,162.37)	24.23%
<u>Interest & Miscellaneous</u>							
001-361-000	Interest Revenue	150,000.00	-	150,000.00	136,421.97	(13,578.03)	90.95%
001-369-000	Miscellaneous Revenue	48,000.00	-	48,000.00	13,598.59	(34,401.41)	28.33%
001-369-001	Retail Sales	1,800.00	-	1,800.00	161.82	(1,638.18)	8.99%
001-369-002	General Asphalt Maint Agreement	8,100.00	-	8,100.00	10,666.68	2,566.68	131.69%
001-369-003	Impact Admin Fees	5,000.00	-	5,000.00	5,336.09	336.09	106.72%
001-369-901	WEX Fuel Credit	3,500.00	-	3,500.00	923.76	(2,576.24)	26.39%
		216,400.00	-	216,400.00	167,108.91	(49,291.09)	77.22%
<u>Transfers In</u>							
001-381-000	Transfers In (Building Fund)	84,000.00	-	84,000.00	-	(84,000.00)	0.00%
Total Revenues		21,888,500.00	-	21,888,500.00	14,766,855.59	(7,121,644.41)	67.46%

Islamorada, Village of Islands
FY 23-24 Budget Amendment
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EXHIBIT A

Fund: 001 - General Fund		BUDGET			FY 23-24 ACTUALS (Unaudited) as of 1/31/2024	FINAL BUDGET v ACTUALS VARIANCE Favorable / (Unfavorable)	Actual as % of Budget Benchmark = 33%
		FY 23-24 Adopted Budget	FY 23-24 Budget Amendment - Requested	Proposed FY 23-24 Amended Budget			
Expenditures							
<u>Village Council</u>							
001-0100-511-11	Village Council Salaries	60,000.00	-	60,000.00	20,000.00	40,000.00	33.33%
001-0100-511-21	Payroll Taxes	4,600.00	-	4,600.00	1,530.00	3,070.00	33.26%
001-0100-511-31	Professional Services	180,000.00	-	180,000.00	58,000.00	122,000.00	32.22%
	<i>Gray Robinson (State Lobbyists)</i>	<i>110,000.00</i>	<i>-</i>	<i>110,000.00</i>	<i>36,000.00</i>		
	<i>Thorn Run Partners (Federal Lobbyists)</i>	<i>70,000.00</i>	<i>-</i>	<i>70,000.00</i>	<i>22,000.00</i>		
	<i>Other / Misc</i>	<i>-</i>	<i>-</i>	<i>-</i>	<i>-</i>		
001-0100-511-40	Travel & Per Diem	12,000.00	-	12,000.00	5,295.22	6,704.78	44.13%
001-0100-511-41	Communications	5,500.00	-	5,500.00	784.77	4,715.23	14.27%
001-0100-511-48	PR / Advertising	356,500.00	-	356,500.00	88,107.87	268,392.13	24.71%
	<i>Holiday Decorations (Holiday Lightscares)</i>	<i>105,200.00</i>	<i>-</i>	<i>105,200.00</i>	<i>52,567.00</i>		
	<i>Attention Media / Social Media</i>	<i>75,000.00</i>	<i>-</i>	<i>75,000.00</i>	<i>18,000.00</i>		
	<i>Islamorada Social web services</i>	<i>1,300.00</i>	<i>-</i>	<i>1,300.00</i>	<i>-</i>		
	<i>Agenda & Other Display Ads</i>	<i>20,000.00</i>	<i>-</i>	<i>20,000.00</i>	<i>2,900.00</i>		
	<i>Rotary Fireworks</i>	<i>15,000.00</i>	<i>-</i>	<i>15,000.00</i>	<i>-</i>		
	<i>Charitable Contributions Program</i>	<i>125,000.00</i>	<i>-</i>	<i>125,000.00</i>	<i>-</i>		
	<i>Other / Misc</i>	<i>15,000.00</i>	<i>-</i>	<i>15,000.00</i>	<i>14,640.87</i>		
001-0100-511-51	Office Supplies & Expenses	3,500.00	-	3,500.00	1,054.41	2,445.59	30.13%
001-0100-511-54	Dues & Subscriptions	2,500.00	-	2,500.00	1,574.88	925.12	63.00%
001-0100-511-55	Training	5,000.00	-	5,000.00	300.00	4,700.00	6.00%
		629,600.00	-	629,600.00	176,647.15	452,952.85	28.06%

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EXHIBIT A

Fund: 001 - General Fund		BUDGET			FY 23-24 ACTUALS (Unaudited) as of 1/31/2024	FINAL BUDGET v ACTUALS VARIANCE Favorable / (Unfavorable)	Actual as % of Budget Benchmark = 33%
		FY 23-24 Adopted Budget	FY 23-24 Budget Amendment - Requested	Proposed FY 23-24 Amended Budget			
<u>Village Attorney</u>							
001-0200-514-31	Professional Services	625,000.00	-	625,000.00	227,218.50	397,781.50	36.35%
	<i>Weiss, Serota (Litigation; Legal)</i>	<i>625,000.00</i>	<i>-</i>	<i>625,000.00</i>	<i>227,218.50</i>		
001-0200-514-41	Communications	2,500.00	-	2,500.00	696.68	1,803.32	27.87%
001-0200-514-51	Office Supplies & Expenses	2,500.00	-	2,500.00	7.01	2,492.99	0.28%
001-0200-514-54	Dues & Subscriptions	500.00	-	500.00	-	500.00	0.00%
		630,500.00	-	630,500.00	227,922.19	402,577.81	36.15%
<u>Village Manager</u>							
001-0300-512-12	Regular Salaries & Wages	565,700.00	(11,000.00)	554,700.00	68,705.76	485,994.24	12.39%
001-0300-512-14	Overtime	2,500.00	-	2,500.00	126.79	2,373.21	5.07%
001-0300-512-21	Payroll Taxes	38,100.00	-	38,100.00	5,238.38	32,861.62	13.75%
001-0300-512-22	Retirement Contributions	79,200.00	-	79,200.00	8,185.98	71,014.02	10.34%
001-0300-512-23	Employee Insurance Premiums	80,300.00	-	80,300.00	30,433.11	49,866.89	37.90%
001-0300-512-31	Professional Services	300,000.00	(8,000.00)	292,000.00	85,595.63	206,404.37	29.31%
	<i>Canal Consulting & Monitoring (WSP)</i>	<i>120,000.00</i>	<i>-</i>	<i>120,000.00</i>	<i>16,501.00</i>		
	<i>Vulnerability Assessment (WSP; grant-funded)</i>	<i>58,100.00</i>	<i>-</i>	<i>58,100.00</i>	<i>-</i>		
	<i>Swim Zone (Poseidon)</i>	<i>12,000.00</i>	<i>-</i>	<i>12,000.00</i>	<i>11,535.00</i>		
	<i>Evermorth Care (EAP)</i>	<i>-</i>	<i>-</i>	<i>-</i>	<i>2,945.04</i>		
	<i>Monroe County - Interim Manager</i>	<i>-</i>	<i>-</i>	<i>-</i>	<i>54,614.59</i>		
	<i>Other / Misc</i>	<i>109,900.00</i>	<i>(8,000.00)</i>	<i>101,900.00</i>	<i>-</i>		
001-0300-512-40	Travel & Per Diem	10,000.00	-	10,000.00	3,614.82	6,385.18	36.15%
001-0300-512-41	Communications	6,500.00	-	6,500.00	1,240.52	5,259.48	19.08%
001-0300-512-42	Freight & Postage	-	1,000.00	1,000.00	216.92	783.08	21.69%
001-0300-512-46	Repair & Maintenance	-	5,000.00	5,000.00	2,656.00	2,344.00	53.12%

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EXHIBIT A

Fund: 001 - General Fund		BUDGET			FY 23-24 ACTUALS (Unaudited)	FINAL BUDGET v ACTUALS VARIANCE	Actual as % of Budget
		FY 23-24 Adopted Budget	FY 23-24 Budget Amendment - Requested	Proposed FY 23-24 Amended Budget			
					as of 1/31/2024	Favorable / (Unfavorable)	Benchmark = 33%
001-0300-512-48	PR / Advertising	10,000.00	-	10,000.00	-	10,000.00	0.00%
001-0300-512-49	Other Expenses	15,000.00	-	15,000.00	206.02	14,793.98	1.37%
001-0300-512-51	Office Supplies & Expenses	6,500.00	-	6,500.00	493.87	6,006.13	7.60%
001-0300-512-52	Operating Supplies	-	5,000.00	5,000.00	3,677.44	1,322.56	73.55%
001-0300-512-54	Dues & Subscriptions	13,600.00	-	13,600.00	175.00	13,425.00	1.29%
001-0300-512-55	Training	5,000.00	-	5,000.00	-	5,000.00	0.00%
		1,132,400.00	(8,000.00)	1,124,400.00	210,566.24	913,833.76	18.73%
<u>Village Clerk</u>							
001-0400-512-12	Regular Salaries & Wages	166,500.00	-	166,500.00	48,504.15	117,995.85	29.13%
001-0400-512-14	Overtime	5,000.00	-	5,000.00	3,714.17	1,285.83	74.28%
001-0400-512-21	Payroll Taxes	13,200.00	-	13,200.00	3,943.31	9,256.69	29.87%
001-0400-512-22	Retirement Contributions	23,900.00	-	23,900.00	7,086.05	16,813.95	29.65%
001-0400-512-23	Employee Insurance Premiums	20,900.00	-	20,900.00	8,690.77	12,209.23	41.58%
001-0400-512-31	Professional Services	10,500.00	-	10,500.00	349.94	10,150.06	3.33%
	Municode (Code of Ord Svcs)	5,000.00	-	5,000.00	-		
	Shred Monkeys (document shredding)	2,000.00	-	2,000.00	324.95		
	ADA Document Remediation Svcs	2,500.00	-	2,500.00	-		
	Global Relay (PRRs)	500.00	-	500.00	-		
	Other / Misc	500.00	-	500.00	24.99		
001-0400-512-40	Travel & Per Diem	3,500.00	-	3,500.00	1,609.51	1,890.49	45.99%
001-0400-512-41	Communications	3,500.00	-	3,500.00	832.64	2,667.36	23.79%
001-0400-512-42	Freight & Postage	500.00	2,500.00	3,000.00	2,315.00	685.00	77.17%
001-0400-512-48	PR / Advertising	-	500.00	500.00	28.58	471.42	5.72%

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EXHIBIT A

Fund: 001 - General Fund		BUDGET			FY 23-24 ACTUALS (Unaudited)	FINAL BUDGET v ACTUALS VARIANCE	Actual as % of Budget
		FY 23-24 Adopted Budget	FY 23-24 Budget Amendment - Requested	Proposed FY 23-24 Amended Budget			
					as of 1/31/2024	Favorable / (Unfavorable)	Benchmark = 33%
001-0400-512-51	Office Supplies & Expenses	5,500.00	-	5,500.00	823.27	4,676.73	14.97%
001-0400-512-54	Dues & Subscriptions	18,000.00	5,000.00	23,000.00	20,507.88	2,492.12	89.16%
001-0400-512-55	Training	3,000.00	-	3,000.00	616.44	2,383.56	20.55%
		274,000.00	8,000.00	282,000.00	99,021.71	182,978.29	35.11%
Finance							
001-0500-513-12	Regular Salaries & Wages	473,400.00	-	473,400.00	131,665.37	341,734.63	27.81%
001-0500-513-14	Overtime	10,000.00	-	10,000.00	4,258.55	5,741.45	42.59%
001-0500-513-21	Payroll Taxes	36,400.00	-	36,400.00	10,076.26	26,323.74	27.68%
001-0500-513-22	Retirement Contributions	67,400.00	-	67,400.00	19,366.06	48,033.94	28.73%
001-0500-513-23	Employee Insurance Premiums	72,600.00	-	72,600.00	36,071.13	36,528.87	49.68%
001-0500-513-24	Workers' Compensation	110,000.00	-	110,000.00	54,332.12	55,667.88	49.39%
001-0500-513-31	Professional Services	46,000.00	-	46,000.00	17,953.13	28,046.87	39.03%
	<i>Integrity (Arbitrage)</i>	<i>2,500.00</i>	<i>-</i>	<i>2,500.00</i>	<i>2,953.13</i>		
	<i>Foster & Foster (OPEB Valuation)</i>	<i>5,000.00</i>	<i>-</i>	<i>5,000.00</i>	<i>-</i>		
	<i>Ben Few (Risk Mgmt Svcs)</i>	<i>36,000.00</i>	<i>-</i>	<i>36,000.00</i>	<i>15,000.00</i>		
	<i>Other / Misc</i>	<i>2,500.00</i>	<i>-</i>	<i>2,500.00</i>	<i>-</i>		
001-0500-513-32	Accounting & Auditing Services	65,000.00	-	65,000.00	-	65,000.00	0.00%
001-0500-513-40	Travel & Per Diem	6,000.00	-	6,000.00	2,022.35	3,977.65	33.71%
001-0500-513-41	Communications	3,500.00	-	3,500.00	832.64	2,667.36	23.79%
001-0500-513-42	Freight & Postage	1,500.00	-	1,500.00	576.72	923.28	38.45%
001-0500-513-43	Utilities	55,000.00	-	55,000.00	11,261.21	43,738.79	20.47%
001-0500-513-44	Rentals & Leases	6,000.00	-	6,000.00	1,425.00	4,575.00	23.75%
001-0500-513-45	Insurance	565,500.00	-	565,500.00	236,325.03	329,174.97	41.79%
001-0500-513-48	PR / Advertising	1,000.00	-	1,000.00	447.00	553.00	44.70%
001-0500-513-49	Other Expenses	7,500.00	2,500.00	10,000.00	9,197.46	802.54	91.97%

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Fund: 001 - General Fund		BUDGET			FY 23-24 ACTUALS (Unaudited)	FINAL BUDGET v ACTUALS VARIANCE	Actual as % of Budget
		FY 23-24 Adopted Budget	FY 23-24 Budget Amendment - Requested	Proposed FY 23-24 Amended Budget			
					as of 1/31/2024	Favorable / (Unfavorable)	Benchmark = 33%
001-0500-513-51	Office Supplies & Expenses	7,500.00	-	7,500.00	2,134.93	5,365.07	28.47%
001-0500-513-54	Dues & Subscriptions	33,400.00	-	33,400.00	25,982.70	7,417.30	77.79%
001-0500-513-55	Training	4,000.00	(2,500.00)	1,500.00	245.00	1,255.00	16.33%
		1,571,700.00	-	1,571,700.00	564,172.66	1,007,527.34	35.90%
<u>Planning</u>							
001-0600-515-12	Regular Salaries & Wages	868,700.00	-	868,700.00	165,744.85	702,955.15	19.08%
001-0600-515-14	Overtime	10,000.00	-	10,000.00	509.27	9,490.73	5.09%
001-0600-515-21	Payroll Taxes	67,300.00	-	67,300.00	12,531.85	54,768.15	18.62%
001-0600-515-22	Retirement Contributions	122,400.00	-	122,400.00	23,148.84	99,251.16	18.91%
001-0600-515-23	Employee Insurance Premiums	135,300.00	-	135,300.00	56,448.08	78,851.92	41.72%
001-0600-515-31	Professional Services	50,000.00	-	50,000.00	4,025.67	45,974.33	8.05%
	RES Florida (Eng/Stormwater Rvws)	15,000.00	-	15,000.00	1,297.49		
	McFarland Johnson (Site Plan Rvw)	5,000.00	-	5,000.00	-		
	Liquid Web (CV Portal Host)	2,500.00	-	2,500.00	521.18		
	Rebecca Jetton (Planning Support Svcs)	15,000.00	-	15,000.00	1,900.00		
	Highland Mapping (GIS)	5,000.00	-	5,000.00	-		
	CPH Consulting (Site Plan Rvws)	5,000.00	-	5,000.00	-		
	Other / Misc (Recoding Fees)	2,500.00	-	2,500.00	307.00		
001-0600-515-40	Travel & Per Diem	5,000.00	-	5,000.00	507.83	4,492.17	10.16%
001-0600-515-41	Communications	5,000.00	-	5,000.00	1,211.21	3,788.79	24.22%
001-0600-515-42	Freight & Postage	5,000.00	-	5,000.00	358.89	4,641.11	7.18%
001-0600-515-46	Repair & Maintenance	5,000.00	-	5,000.00	-	5,000.00	0.00%
001-0600-515-48	PR / Advertising	8,000.00	-	8,000.00	4,704.51	3,295.49	58.81%
001-0600-515-51	Office Supplies & Expenses	8,000.00	-	8,000.00	653.15	7,346.85	8.16%

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Fund: 001 - General Fund		BUDGET			FY 23-24 ACTUALS (Unaudited)	FINAL BUDGET v ACTUALS VARIANCE	Actual as % of Budget
		FY 23-24 Adopted Budget	FY 23-24 Budget Amendment - Requested	Proposed FY 23-24 Amended Budget			
					as of 1/31/2024	Favorable / (Unfavorable)	Benchmark = 33%
001-0600-515-52	Operating Supplies	4,000.00	-	4,000.00	2,451.52	1,548.48	61.29%
001-0600-515-54	Dues & Subscriptions	37,000.00	-	37,000.00	36,638.28	361.72	99.02%
001-0600-515-55	Training	6,000.00	-	6,000.00	12.00	5,988.00	0.20%
		1,336,700.00	-	1,336,700.00	308,945.95	1,027,754.05	23.11%
IT & Communications							
001-0700-519-12	Regular Salaries & Wages	330,700.00	-	330,700.00	94,519.09	236,180.91	28.58%
001-0700-519-14	Overtime	2,500.00	-	2,500.00	107.00	2,393.00	4.28%
001-0700-519-21	Payroll Taxes	25,500.00	-	25,500.00	7,146.60	18,353.40	28.03%
001-0700-519-22	Retirement Contributions	46,500.00	-	46,500.00	12,898.70	33,601.30	27.74%
001-0700-519-23	Employee Insurance Premiums	80,300.00	-	80,300.00	10,612.17	69,687.83	13.22%
001-0700-519-31	Professional Services	90,000.00	-	90,000.00	72,512.38	17,487.62	80.57%
	UDT (Managed Svcs)	35,000.00	-	35,000.00	13,149.43		
	UDT (Azure Storage)	7,500.00	-	7,500.00	-		
	Liquid Web (Web Site Host)	2,000.00	-	2,000.00	521.17		
	Global Relay (Email Archive)	20,000.00	-	20,000.00	17,674.56		
	SHI - Xi Leap Cloud Svcs	23,000.00	-	23,000.00	41,167.22		
	Other / Misc	2,500.00	-	2,500.00	-		
001-0700-519-40	Travel & Per Diem	8,000.00	-	8,000.00	522.72	7,477.28	6.53%
001-0700-519-41	Communications	51,800.00	-	51,800.00	12,128.20	39,671.80	23.41%
001-0700-519-44	Rentals & Leases	13,500.00	-	13,500.00	1,460.00	12,040.00	10.81%
001-0700-519-46	Repair & Maintenance	10,000.00	-	10,000.00	21,042.68	(11,042.68)	210.43%
001-0700-519-51	Office Supplies	2,500.00	-	2,500.00	314.69	2,185.31	12.59%

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Fund: 001 - General Fund		BUDGET			FY 23-24 ACTUALS (Unaudited)	FINAL BUDGET v ACTUALS VARIANCE	Actual as % of Budget
		FY 23-24 Adopted Budget	FY 23-24 Budget Amendment - Requested	Proposed FY 23-24 Amended Budget			
					as of 1/31/2024	Favorable / (Unfavorable)	Benchmark = 33%
001-0700-519-52	Operating Supplies	25,000.00	-	25,000.00	3,318.18	21,681.82	13.27%
001-0700-519-54	Dues & Subscriptions	77,800.00	-	77,800.00	23,004.41	54,795.59	29.57%
001-0700-519-55	Training	3,000.00	-	3,000.00	450.00	2,550.00	15.00%
		767,100.00	-	767,100.00	260,036.82	507,063.18	33.90%
<u>Local Law Enforcement (MCSO)</u>							
001-0800-521-12	Regular Salaries & Wages	57,900.00	-	57,900.00	15,724.91	42,175.09	27.16%
001-0800-521-14	Overtime	500.00	-	500.00	-	500.00	0.00%
001-0800-521-21	Payroll Taxes	4,500.00	-	4,500.00	1,100.41	3,399.59	24.45%
001-0800-521-22	Retirement Contributions	8,200.00	-	8,200.00	2,133.85	6,066.15	26.02%
001-0800-521-23	Employee Insurance Premiums	34,100.00	-	34,100.00	4,331.32	29,768.68	12.70%
001-0800-521-31	Professional Services (MCSO Contract)	2,773,000.00	-	2,773,000.00	1,155,387.50	1,617,612.50	41.67%
001-0800-521-40	Travel & Per Diem	5,000.00	-	5,000.00	-	5,000.00	0.00%
001-0800-521-41	Communications	7,500.00	-	7,500.00	1,955.07	5,544.93	26.07%
001-0800-521-42	Freight & Postage	500.00	-	500.00	-	500.00	0.00%
001-0800-521-46	Repair & Maintenance	5,000.00	-	5,000.00	3,050.88	1,949.12	61.02%
001-0800-521-51	Office Supplies & Expenses	2,500.00	-	2,500.00	797.91	1,702.09	31.92%
001-0800-521-52	Operating Supplies	85,000.00	-	85,000.00	21,442.32	63,557.68	25.23%
001-0800-521-54	Dues & Subscriptions	1,500.00	-	1,500.00	3,000.00	(1,500.00)	200.00%
001-0800-521-55	Training	5,000.00	-	5,000.00		5,000.00	0.00%
		2,990,200.00	-	2,990,200.00	1,208,924.17	1,781,275.83	40.43%
<u>Fire Rescue</u>							
001-0900-522-12	Regular Salaries & Wages	3,260,800.00	-	3,260,800.00	1,029,583.84	2,231,216.16	31.57%
001-0900-522-13	Other Salaries & Wages	100,000.00	-	100,000.00	12,406.33	87,593.67	12.41%
001-0900-522-14	Overtime	591,400.00	-	591,400.00	155,982.15	435,417.85	26.38%
001-0900-522-21	Payroll Taxes	302,400.00	-	302,400.00	91,434.84	210,965.16	30.24%

Islamorada, Village of Islands
FY 23-24 Budget Amendment
January 31, 2024

EXHIBIT A

Fund: 001 - General Fund		BUDGET			FY 23-24 ACTUALS (Unaudited)	FINAL BUDGET v ACTUALS VARIANCE	Actual as % of Budget
		FY 23-24 Adopted Budget	FY 23-24 Budget Amendment - Requested	Proposed FY 23-24 Amended Budget			
					as of 1/31/2024	Favorable / (Unfavorable)	Benchmark = 33%
001-0900-522-22	Retirement Contributions	1,249,400.00	-	1,249,400.00	370,712.51	878,687.49	29.67%
001-0900-522-23	Employee Insurance Premiums	513,400.00	-	513,400.00	149,395.91	364,004.09	29.10%
001-0900-522-31	Professional Services	93,500.00	-	93,500.00	26,336.00	67,164.00	28.17%
	Professional ER Svcs (Medical Dir)	65,000.00	-	65,000.00	26,336.00		
	Prof Practice Spt (EMS Billing)	5,000.00	-	5,000.00	-		
	Collection Information Bureau	1,000.00	-	1,000.00	-		
	LifeScan Wellness	20,000.00	-	20,000.00	-		
	Other / Misc	2,500.00	-	2,500.00	-		
001-0900-522-40	Travel & Per Diem	30,000.00	-	30,000.00	1,429.14	28,570.86	4.76%
001-0900-522-41	Communications	51,500.00	-	51,500.00	15,682.88	35,817.12	30.45%
001-0900-522-42	Freight & Postage	1,500.00	1,000.00	2,500.00	1,659.78	840.22	66.39%
001-0900-522-43	Utilities	38,000.00	-	38,000.00	9,132.77	28,867.23	24.03%
001-0900-522-44	Rentals & Leases	200,000.00	-	200,000.00	190,101.60	9,898.40	95.05%
001-0900-522-45	Insurance	20,000.00	10,000.00	30,000.00	28,898.30	1,101.70	96.33%
001-0900-522-46	Repair & Maintenance	220,000.00	-	220,000.00	62,939.06	157,060.94	28.61%
001-0900-522-49	Other Expenses	-	500.00	500.00	119.49	380.51	23.90%
001-0900-522-51	Office Supplies & Expenses	10,000.00	-	10,000.00	452.36	9,547.64	4.52%
001-0900-522-52	Operating Supplies	307,000.00	(11,500.00)	295,500.00	62,899.31	232,600.69	21.29%
001-0900-522-54	Dues & Subscriptions	50,000.00	-	50,000.00	30,382.29	19,617.71	60.76%
001-0900-522-55	Training	45,000.00	-	45,000.00	7,250.00	37,750.00	16.11%
		7,083,900.00	-	7,083,900.00	2,246,798.56	4,837,101.44	31.72%

Islamorada, Village of Islands
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January 31, 2024

EXHIBIT A

Fund: 001 - General Fund		BUDGET			FY 23-24 ACTUALS (Unaudited) as of 1/31/2024	FINAL BUDGET v ACTUALS VARIANCE Favorable / (Unfavorable)	Actual as % of Budget Benchmark = 33%
		FY 23-24 Adopted Budget	FY 23-24 Budget Amendment - Requested	Proposed FY 23-24 Amended Budget			
<u>Code Compliance</u>							
001-1100-524-12	Regular Salaries & Wages	131,400.00	-	131,400.00	39,149.27	92,250.73	29.79%
001-1100-524-14	Overtime	7,500.00	-	7,500.00	811.86	6,688.14	10.82%
001-1100-524-21	Payroll Taxes	10,700.00	-	10,700.00	2,945.14	7,754.86	27.52%
001-1100-524-22	Retirement Contributions	19,400.00	-	19,400.00	5,422.73	13,977.27	27.95%
001-1100-524-23	Employee Insurance Premiums	25,300.00	-	25,300.00	5,641.50	19,658.50	22.30%
001-1100-524-31	Professional Services	20,000.00	-	20,000.00	2,313.00	17,687.00	11.57%
	<i>Billing, Cochran, Lyles, et. al. (Code Magistrate)</i>	15,000.00	-	15,000.00	2,125.00		
	<i>Monroe Cty Clerk of Courts (recordings)</i>	5,000.00	-	5,000.00	188.00		
001-1100-524-40	Travel & Per Diem	4,000.00	-	4,000.00	980.65	3,019.35	24.52%
001-1100-524-41	Communications	5,000.00	-	5,000.00	1,244.00	3,756.00	24.88%
001-1100-524-42	Freight & Postage	2,500.00	-	2,500.00	660.71	1,839.29	26.43%
001-1100-524-46	Repair & Maintenance	10,000.00	(2,500.00)	7,500.00	239.96	7,260.04	3.20%
001-1100-524-51	Office Supplies & Other Expenses	2,500.00	-	2,500.00	543.52	1,956.48	21.74%
001-1100-524-52	Operating Supplies	5,000.00	-	5,000.00	1,121.70	3,878.30	22.43%
001-1100-524-54	Dues & Subscriptions	29,300.00	2,500.00	31,800.00	31,215.81	584.19	98.16%
001-1100-524-55	Training	4,000.00	-	4,000.00	650.00	3,350.00	16.25%
		276,600.00	-	276,600.00	92,939.85	183,660.15	33.60%
<u>Public Works - Roadway Maintenance</u>							
001-1200-541-12	Regular Salaries & Wages	793,900.00	-	793,900.00	210,035.83 *	583,864.17	26.46%
001-1200-541-14	Overtime	20,000.00	-	20,000.00	11,538.50 *	8,461.50	57.69%
001-1200-541-21	Payroll Taxes	62,300.00	-	62,300.00	16,699.68 *	45,600.32	26.81%
001-1200-541-22	Retirement Contributions	109,200.00	-	109,200.00	32,613.19 *	76,586.81	29.87%
001-1200-541-23	Life & Health Insurance	138,000.00	-	138,000.00	35,455.61 *	102,544.39	25.69%
001-1200-541-40	Travel & Per Diem	3,500.00	-	3,500.00	- *	3,500.00	0.00%

Islamorada, Village of Islands
FY 23-24 Budget Amendment
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EXHIBIT A

Fund: 001 - General Fund		BUDGET			FY 23-24 ACTUALS (Unaudited)	FINAL BUDGET v ACTUALS VARIANCE	Actual as % of Budget
		FY 23-24 Adopted Budget	FY 23-24 Budget Amendment - Requested	Proposed FY 23-24 Amended Budget			
					as of 1/31/2024	Favorable / (Unfavorable)	Benchmark = 33%
001-1200-541-41	Communications	18,000.00	-	18,000.00	4,796.20 *	13,203.80	26.65%
001-1200-541-42	Freight & Postage	-	500.00	500.00	13.64 *	486.36	2.73%
001-1200-541-43	Utilities	100,000.00	-	100,000.00	24,508.99 *	75,491.01	24.51%
001-1200-541-44	Rentals & Leases	10,000.00	-	10,000.00	3,002.08 *	6,997.92	30.02%
001-1200-541-46	Repair & Maintenance	370,000.00	-	370,000.00	44,361.09 *	325,638.91	11.99%
	<i>Elevator Inspections</i>	<i>3,500.00</i>	<i>-</i>	<i>3,500.00</i>	<i>-</i>		
	<i>Vehicle R&M</i>	<i>32,000.00</i>	<i>-</i>	<i>32,000.00</i>	<i>-</i>		
	<i>Equipment R&M</i>	<i>20,000.00</i>	<i>-</i>	<i>20,000.00</i>	<i>-</i>		
	<i>Building & Facility R&M</i>	<i>50,000.00</i>	<i>-</i>	<i>50,000.00</i>	<i>-</i>		
	<i>Lower Mat Culvert Project</i>	<i>5,000.00</i>	<i>-</i>	<i>5,000.00</i>	<i>-</i>		
	<i>Fla Keys Aeration Canal Project R&M</i>	<i>15,000.00</i>	<i>-</i>	<i>15,000.00</i>	<i>-</i>		
	<i>Invasive Plant Removal (Stantec)</i>	<i>25,000.00</i>	<i>-</i>	<i>25,000.00</i>	<i>5,250.00</i>		
	<i>Island Pride Cleaning Service</i>	<i>15,000.00</i>	<i>-</i>	<i>15,000.00</i>	<i>3,862.50</i>		
	<i>Other Regular R&M</i>	<i>4,500.00</i>	<i>-</i>	<i>4,500.00</i>	<i>35,248.59</i>		
	<i>Village Hall - seal joints & repaint</i>	<i>200,000.00</i>	<i>-</i>	<i>200,000.00</i>	<i>-</i> x		
001-1200-541-51	Office Supplies	3,000.00	-	3,000.00	430.83 *	2,569.17	14.36%
001-1200-541-52	Operating Supplies	170,000.00	(500.00)	169,500.00	34,129.79 *	135,370.21	20.14%
001-1200-541-54	Dues & Subscriptions	1,700.00	-	1,700.00	- *	1,700.00	0.00%
001-1200-541-55	Training	5,000.00	-	5,000.00	- *	5,000.00	0.00%
001-1200-541-99	Allocation to Transportation Fund	(1,173,000.00)	-	(1,173,000.00)	(271,430.53) *	(901,569.47)	23.14%
		631,600.00	-	631,600.00	146,154.90	485,445.10	23.14%

Islamorada, Village of Islands
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EXHIBIT A

Fund: 001 - General Fund		BUDGET			FY 23-24 ACTUALS (Unaudited) as of 1/31/2024	FINAL BUDGET v ACTUALS VARIANCE Favorable / (Unfavorable)	Actual as % of Budget Benchmark = 33%
		FY 23-24 Adopted Budget	FY 23-24 Budget Amendment - Requested	Proposed FY 23-24 Amended Budget			
<u>Public Works - Fills</u>							
001-1201-541-12	Regular Salaries & Wages	41,100.00	-	41,100.00	11,967.99	29,132.01	29.12%
001-1201-541-14	Overtime	120,000.00	-	120,000.00	34,454.52	85,545.48	28.71%
001-1201-541-21	Payroll Taxes	3,200.00	1,000.00	4,200.00	3,517.65	682.35	83.75%
001-1201-541-22	Retirement Contributions	5,700.00	-	5,700.00	1,588.91	4,111.09	27.88%
001-1201-541-23	Employee Insurance Premiums	5,000.00	-	5,000.00	1,316.80	3,683.20	26.34%
001-1200-541-44	Rentals & Leases	5,000.00	(1,000.00)	4,000.00	-	4,000.00	0.00%
001-1200-541-52	Operating Supplies	2,500.00	-	2,500.00	-	2,500.00	0.00%
		182,500.00	-	182,500.00	52,845.87	129,654.13	28.96%
<u>Parks & Recreation</u>							
001-1300-572-12	Regular Salaries & Wages	1,011,500.00	-	1,011,500.00	246,492.41	765,007.59	24.37%
001-1300-572-13	Other Salaries & Wages	209,400.00	-	209,400.00	37,777.54	171,622.46	18.04%
001-1300-572-14	Overtime	40,000.00	-	40,000.00	11,971.31	28,028.69	29.93%
001-1300-572-21	Payroll Taxes	96,500.00	-	96,500.00	22,275.06	74,224.94	23.08%
001-1300-572-22	Retirement Contributions	151,200.00	-	151,200.00	29,002.53	122,197.47	19.18%
001-1300-572-23	Employee Insurance Premiums	252,400.00	-	252,400.00	71,273.02	181,126.98	28.24%

Islamorada, Village of Islands
FY 23-24 Budget Amendment
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EXHIBIT A

Fund: 001 - General Fund		BUDGET			FY 23-24 ACTUALS (Unaudited)	FINAL BUDGET v ACTUALS VARIANCE	Actual as % of Budget
		FY 23-24 Adopted Budget	FY 23-24 Budget Amendment - Requested	Proposed FY 23-24 Amended Budget			
					as of 1/31/2024	Favorable / (Unfavorable)	Benchmark = 33%
001-1300-572-31	Professional Services	480,800.00	-	480,800.00	103,481.70	377,318.30	21.52%
	Swimming	63,000.00	-	63,000.00	12,015.00	50,985.00	19.07%
	Synchronized Swimming	12,600.00	-	12,600.00	2,533.50		
	Tennis	202,500.00	-	202,500.00	41,769.00		
	Fitness	25,200.00	-	25,200.00	7,791.30		
	Diving	10,800.00	-	10,800.00	1,080.00		
	Freediving	12,600.00	-	12,600.00	-		
	Water Aerobics	21,600.00	-	21,600.00	5,058.90		
	Pool Rehab Consultant	100,000.00	-	100,000.00	18,435.00		
	Concept Design - Pickleball Courts	25,000.00	-	25,000.00	14,544.00		
	Other / Misc	7,500.00	-	7,500.00	255.00		
001-1300-572-40	Travel & Per Diem	3,000.00	-	3,000.00	327.68	2,672.32	10.92%
001-1300-572-41	Communications	35,800.00	-	35,800.00	4,367.84	31,432.16	12.20%
001-1300-572-42	Freight & Postage	500.00	-	500.00	7.57	492.43	1.51%
001-1300-572-43	Utilities	364,000.00	-	364,000.00	87,153.75	276,846.25	23.94%
001-1300-572-44	Rentals & Leases	2,500.00	-	2,500.00	116.85	2,383.15	4.67%
001-1300-572-46	Repair & Maintenance	111,000.00	-	111,000.00	25,231.76	85,768.24	22.73%
001-1300-572-48	PR / Advertising	7,500.00	-	7,500.00	766.30	6,733.70	10.22%
001-1300-572-51	Office Supplies & Expenses	7,500.00	-	7,500.00	1,418.71	6,081.29	18.92%
001-1300-572-52	Operating Supplies	200,000.00	-	200,000.00	49,640.15	150,359.85	24.82%
001-1300-572-54	Dues & Subscriptions	4,000.00	-	4,000.00	886.46	3,113.54	22.16%
001-1300-572-55	Training	3,000.00	-	3,000.00	761.04	2,238.96	25.37%
001-1300-574-49	Special Events	40,000.00	-	40,000.00	29,028.07	10,971.93	72.57%
		3,020,600.00	-	3,020,600.00	721,979.75	2,298,620.25	23.90%

Islamorada, Village of Islands
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EXHIBIT A

Fund: 001 - General Fund		BUDGET			FY 23-24 ACTUALS (Unaudited) as of 1/31/2024	FINAL BUDGET v ACTUALS VARIANCE Favorable / (Unfavorable)	Actual as % of Budget Benchmark = 33%
		FY 23-24 Adopted Budget	FY 23-24 Budget Amendment - Requested	Proposed FY 23-24 Amended Budget			
<u>Transfers Out</u>							
001-9000-581-01	Transfer to Transportation Fund (103)	831,200.00	-	831,200.00	-	831,200.00	0.00%
001-9000-581-06	Transfer to Debt Service Fund (200)	305,000.00	-	305,000.00	558,773.22	(253,773.22)	183.20%
001-9000-581-08	Transfer to Capital Projects Fund (300)	300,000.00	-	300,000.00	-	300,000.00	0.00%
	General Purchases	150,000.00	-	150,000.00	-		
	Landscape Mitigation	150,000.00	-	150,000.00	-		
001-9000-581-43	Transfer to Solid Waste Fund (102)	127,000.00	-	127,000.00	-	127,000.00	0.00%
		1,563,200.00	-	1,563,200.00	558,773.22	1,004,426.78	35.75%
	Total Expenditures	22,090,600.00	-	22,090,600.00	6,875,729.04	15,214,870.96	31.13%
	REVENUES OVER/(UNDER) EXPENDITURES	(202,100.00)	-	(202,100.00)	7,891,126.55		
	Addition to / (Use of) Fund Balance				0.00		
Fund Balance - Ending, 9/30/2024 (Projected)							
001-280-000	Fund Bal - Nonspendable	262,600.00	-	262,600.00	262,599.53		
001-281-001	Fund Bal - Restricted - MCSO Training	62,500.00	-	62,500.00	71,400.51		
001-282-002	Fund Bal - Committed - Landscape Mitigation	780,400.00	-	780,400.00	815,562.51		
001-283-000	Fund Bal - Assigned - Hurricane Response	8,755,400.00	-	8,755,400.00	8,836,240.00		
001-284-000	Fund Bal - Unassigned	4,541,800.00	-	4,541,800.00	11,909,816.64		
		14,402,700.00	-	14,402,700.00	21,895,619.19		

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EXHIBIT A

Fund: 101 - Impact Fee Fund		BUDGET			FY 23-24 ACTUALS (Unaudited)	FINAL BUDGET v ACTUALS VARIANCE	Actual as % of Budget
		FY 23-24 Adopted Budget	FY 23-24 Budget Amendment - Requested	Proposed FY 23-24 Amended Budget			
					as of 1/31/2024	Favorable / (Unfavorable)	Benchmark = 33%
Fund Balance - Beginning, 10/1/2023							
101-282-000	Fund Bal - Committed - Transportation Imp Fees	683,500.00	-	683,500.00	690,458.10		
101-282-001	Fund Bal - Committed - Fire Rescue Imp Fees	500,000.00	-	500,000.00	539,144.03		
101-282-002	Fund Bal - Committed - Parks & Rec Imp Fees	1,286,400.00	-	1,286,400.00	1,193,846.37		
		2,469,900.00	-	2,469,900.00	2,423,448.50		
Revenues							
101-324-110	Impact Fees - Fire Rescue - Residential	30,000.00	-	30,000.00	25,750.93	(4,249.07)	85.84%
101-324-120	Impact Fees - Fire Rescue - Commercial	-	27,000.00	27,000.00	26,798.95	(201.05)	99.26%
101-324-310	Impact Fees - Transportation - Residential	40,000.00	-	40,000.00	26,867.08	(13,132.92)	67.17%
101-324-610	Impact Fees - Parks & Recreation - Residential	150,000.00	-	150,000.00	93,871.10	(56,128.90)	62.58%
101-324-620	Impact Fees - Parks & Recreation - Commercial	-	2,000.00	2,000.00	1,830.55	(169.45)	91.53%
101-361-000	Interest Revenue	20,000.00	-	20,000.00	18,409.38	(1,590.62)	92.05%
Total Revenues		240,000.00	29,000.00	269,000.00	193,527.99	(75,472.01)	71.94%
Expenditures							
101-9000-581-91	Transfer to Cap Proj Fund	899,000.00	-	899,000.00	21,425.56	877,574.44	2.38%
	Fire (Storage Building)	170,000.00	-	170,000.00	5,550.00		
	Parks & Rec (GTH Improvements)	110,000.00	-	110,000.00	-		
	Parks & Rec (KTCP Boardwalk)	12,000.00	-	12,000.00	-		
	Parks & Rec (Plantation Tropical Preserve)	607,000.00	-	607,000.00	15,875.56		
Total Expenditures		899,000.00	-	899,000.00	21,425.56	877,574.44	2.38%
REVENUES OVER/(UNDER) EXPENDITURES		(659,000.00)	29,000.00	(630,000.00)	172,102.43		
Addition to / (Use of) Fund Balance					0.00		
Fund Balance - Ending, 9/30/2024 (Projected)							
101-282-000	Fund Bal - Committed - Transportation Imp Fees	723,500.00	-	723,500.00	717,325.18		
101-282-001	Fund Bal - Committed - Fire Rescue Imp Fees	360,000.00	27,000.00	387,000.00	591,693.91		
101-282-002	Fund Bal - Committed - Parks & Rec Imp Fees	727,400.00	2,000.00	729,400.00	1,289,548.02		
		1,810,900.00	29,000.00	1,839,900.00	2,598,567.11		

Islamorada, Village of Islands
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EXHIBIT A

Fund: 102 - Solid Waste Fund		BUDGET			FY 23-24 ACTUALS (Unaudited) as of 1/31/2024	FINAL BUDGET v ACTUALS VARIANCE Favorable / (Unfavorable)	Actual as % of Budget Benchmark = 33%
		FY 23-24 Adopted Budget	FY 23-24 Budget Amendment - Requested	Proposed FY 23-24 Amended Budget			
Fund Balance - Beginning, 10/1/2023							
102-282-000	Fund Bal - Committed	46,600.00	-	46,600.00	212,444.37		
		46,600.00	-	46,600.00	212,444.37		
Revenues							
102-325-101	Assessment Revenue	2,082,400.00	-	2,082,400.00	1,749,760.18	(332,639.82)	84.03%
102-361-000	Interest Revenue	5,000.00	-	5,000.00	4,757.58	(242.42)	95.15%
102-381-001	Transfer from General Fund	127,000.00	-	127,000.00	-	(127,000.00)	0.00%
	Total Revenues	2,214,400.00	-	2,214,400.00	1,754,517.76	(459,882.24)	79.23%
Expenditures							
102-1200-534-12	Regular Salaries & Wages	14,400.00	-	14,400.00	4,143.15	10,256.85	28.77%
102-1200-534-21	Payroll Taxes	1,100.00	-	1,100.00	341.45	758.55	31.04%
102-1200-534-22	Retirement Contributions	2,100.00	-	2,100.00	562.24	1,537.76	26.77%
102-1200-534-23	Employee Insurance Premiums	1,300.00	-	1,300.00	324.24	975.76	24.94%
102-1200-534-24	Workers' Comp Insurance	500.00	-	500.00	92.30	407.70	18.46%
102-1200-534-31	Professional Services	8,000.00	-	8,000.00	-	8,000.00	0.00%
102-1200-534-43	Solid Waste (Utility) Services	2,186,000.00	-	2,186,000.00	710,876.10	1,475,123.90	32.52%
	Residential Services				688,957.44		
	Quarterly Hazardous Waste Events				9,408.39		
	Special Pick-ups				12,510.27		
1021200-534-45	Insurance	500.00	-	500.00	101.40	398.60	20.28%
102-1200-534-48	Legal Advertisements	500.00	-	500.00	-	500.00	0.00%
	Total Expenditures	2,214,400.00	-	2,214,400.00	716,440.88	1,497,959.12	32.35%
REVENUES OVER/(UNDER) EXPENDITURES		-	-	-	1,038,076.88		
Addition to / (Use of) Fund Balance					-		
Fund Balance - Ending, 9/30/2024 (Projected)							
102-282-000	Fund Bal - Committed	46,600.00	-	46,600.00	1,250,521.25		
		46,600.00	-	46,600.00	1,250,521.25		

Islamorada, Village of Islands
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EXHIBIT A

Fund: 103 - Transportation Fund		BUDGET			FY 23-24 ACTUALS (Unaudited)	FINAL BUDGET v ACTUALS VARIANCE	Actual as % of Budget Benchmark = 33%
		FY 23-24 Adopted Budget	FY 23-24 Budget Amendment - Requested	Proposed FY 23-24 Amended Budget			
					as of 1/31/2024	Favorable / (Unfavorable)	
Fund Balance - Beginning, 10/1/2023							
103-281-001	Fund Bal - Restricted	54,700.00	-	54,700.00	-		
		54,700.00	-	54,700.00	-		
Revenues							
103-312-410	1st Local Option Fuel Tax	294,500.00	-	294,500.00	55,115.83	(239,384.17)	18.72%
103-312-420	2nd Local Option Fuel Tax	234,700.00	-	234,700.00	38,507.08	(196,192.92)	16.41%
103-331-001	FEMA Reimb - Irma	-	141,500.00	141,500.00	141,512.20	12.20	100.01%
103-334-001	FDEM Reimb - Irma	-	7,800.00	7,800.00	7,861.79	61.79	100.79%
103-334-430	FDOT Transit Development Grant	276,700.00	-	276,700.00	-	(276,700.00)	0.00%
103-334-420	FDOT Maintenance Contract	65,000.00	-	65,000.00	-	(65,000.00)	0.00%
103-335-120	State Revenue Sharing - Municipal Fuel	475,400.00	-	475,400.00	166,843.40	(308,556.60)	35.10%
103-338-000	MoCo ILA-Supplemental Gas Tax	22,200.00	-	22,200.00	5,559.00	(16,641.00)	25.04%
103-381-001	Transfer from General Fund (Half Cent Sales Tax)	1,501,200.00	-	1,501,200.00	-	(1,501,200.00)	0.00%
	Total Revenues	2,869,700.00	149,300.00	3,019,000.00	415,399.30	(1,102,400.70)	13.76%
Expenditures							
103-1200-541-01	Freebee Ridesharing Services	553,400.00	-	553,400.00	114,168.00	439,232.00	20.63%
103-1200-541-02	Road Micro-sealing	250,000.00	-	250,000.00	-	250,000.00	0.00%
103-1200-541-04	Road Elevation Planning Study	420,000.00	-	420,000.00	-	420,000.00	0.00%
103-1200-541-99	Public Works Roadways Allocation	1,173,000.00	-	1,173,000.00	-	1,173,000.00	0.00%
		2,396,400.00	-	2,396,400.00	114,168.00	2,282,232.00	4.76%
103-1200-581-01	Transfer to Govtl DS Fund	528,000.00	-	528,000.00	-	528,000.00	0.00%
	Total Expenditures	2,924,400.00	-	2,924,400.00	114,168.00	2,810,232.00	3.90%
REVENUES OVER/(UNDER) EXPENDITURES		(54,700.00)	149,300.00	94,600.00	301,231.30		
Addition to / (Use of) Fund Balance					-		
Fund Balance - Ending, 9/30/2024 (Projected)							
103-281-001	Fund Bal - Restricted	-	149,300.00	149,300.00	301,231.30		
		-	149,300.00	149,300.00	301,231.30		

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EXHIBIT A

Fund: 104 - Affordable Housing Fund		BUDGET			FY 23-24 ACTUALS (Unaudited)	FINAL BUDGET v ACTUALS VARIANCE	Actual as % of Budget
		FY 23-24 Adopted Budget	FY 23-24 Budget Amendment - Requested	Proposed FY 23-24 Amended Budget			
					as of 1/31/2024	Favorable / (Unfavorable)	Benchmark = 33%
Fund Balance - Beginning, 10/1/2023							
104-282-000	Fund Bal - Committed	1,141,700.00	-	1,141,700.00	1,175,790.72		
		1,141,700.00	-	1,141,700.00	1,175,790.72		
Revenues							
104-324-410	Impact Fees - Affordable Housing - Residential	100,000.00	-	100,000.00	68,930.96	(31,069.04)	68.93%
104-324-420	Impact Fees - Affordable Housing - Commercial	5,000.00	75,000.00	80,000.00	74,419.16	(5,580.84)	93.02%
104-361-100	Interest Revenue	15,000.00	-	15,000.00	11,562.19	(3,437.81)	77.08%
104-383-001	Aff Hsng Lease Proceeds	5,300.00	-	5,300.00	-	(5,300.00)	0.00%
	Total Revenues	125,300.00	75,000.00	200,300.00	154,912.31	(45,387.69)	77.34%
Expenditures							
104-0000-554-31	Professional Services	20,000.00	-	20,000.00	2,700.00	17,300.00	13.50%
104-0000-554-83	Grants & Aid to Private Citizens	30,000.00	-	30,000.00		30,000.00	0.00%
	Total Expenditures	50,000.00	-	50,000.00	2,700.00	47,300.00	5.40%
REVENUES OVER/(UNDER) EXPENDITURES		75,300.00	75,000.00	150,300.00	152,212.31		
Addition to / (Use of) Fund Balance					(0.00)		
Fund Balance - Ending, 9/30/2024 (Projected)							
104-282-000	Fund Bal - Committed	1,217,000.00	75,000.00	1,292,000.00	1,328,003.03		
		1,217,000.00	75,000.00	1,292,000.00	1,328,003.03		

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EXHIBIT A

Fund 107 - Building Fund		BUDGET			FY 23-24 ACTUALS (Unaudited)	FINAL BUDGET v ACTUALS VARIANCE	Actual as % of Budget
		FY 23-24 Adopted Budget	FY 23-24 Budget Amendment - Requested	Proposed FY 23-24 Amended Budget			
					as of 1/31/2024	Favorable / (Unfavorable)	Benchmark = 33%
Fund Balance - Beginning, 10/1/2023							
107-281-000	Fund Bal - Restricted - Other Bldg Activities	754,000.00	-	754,000.00	450,052.98		
107-282-000	Fund Bal - Committed - Fla Bldg Code Enf	256,100.00	-	256,100.00	253,938.62		
		1,010,100.00	-	1,010,100.00	703,991.60		
Revenues							
107-316-000	Contractor Registration Fees	25,000.00	-	25,000.00	6,451.00	(18,549.00)	25.80%
107-322-000	Building Permit Fees	1,800,000.00	-	1,800,000.00	631,545.73	(1,168,454.27)	35.09%
107-361-001	Interest Revenue	10,000.00	-	10,000.00	6,623.09	(3,376.91)	66.23%
Total Revenues		1,835,000.00	-	1,835,000.00	644,619.82	(1,190,380.18)	35.13%
Expenditures							
107-1000-524-12	Regular Salaries & Wages	754,700.00	-	754,700.00	166,945.12	587,754.88	22.12%
107-1000-524-14	Overtime	25,000.00	-	25,000.00	3,291.84	21,708.16	13.17%
107-1000-524-21	Payroll Taxes	59,700.00	-	59,700.00	12,914.77	46,785.23	21.63%
107-1000-524-22	Retirement Plan Contributions	109,000.00	-	109,000.00	22,394.49	86,605.51	20.55%
107-1000-524-23	Employee Insurance Benefits	76,100.00	-	76,100.00	34,987.53	41,112.47	45.98%
107-1000-524-24	Workers' Compensation	12,000.00	-	12,000.00	5,009.80	6,990.20	41.75%
107-1000-524-31	Professional Services	833,000.00	-	833,000.00	220,111.39	612,888.61	26.42%
	<i>Harris Computers</i>	<i>3,000.00</i>	<i>-</i>	<i>3,000.00</i>	<i>-</i>		
	<i>M T Causley (Inspections & Plans Rvw)</i>	<i>400,000.00</i>	<i>-</i>	<i>400,000.00</i>	<i>126,271.82</i>		
	<i>All Aspects (Inspections & Plans Rvw)</i>	<i>180,000.00</i>	<i>-</i>	<i>180,000.00</i>	<i>36,720.00</i>		
	<i>Lori Lehr (Watershed Mgmt Plan)</i>	<i>120,000.00</i>	<i>-</i>	<i>120,000.00</i>	<i>50,450.00</i>		
	<i>Weiss, Serota (legal services)</i>	<i>-</i>	<i>-</i>	<i>-</i>	<i>100.00</i>		
	<i>DBPR (Fees to State)</i>	<i>30,000.00</i>	<i>-</i>	<i>30,000.00</i>	<i>6,569.57</i>		
	<i>Building Fee Analysis Consultant</i>	<i>100,000.00</i>	<i>-</i>	<i>100,000.00</i>	<i>-</i>		
107-1000-524-40	Travel & Per Diem	10,000.00	-	10,000.00	1,534.29	8,465.71	15.34%
107-1000-524-41	Communications	6,000.00	-	6,000.00	1,498.70	4,501.30	24.98%
107-1000-524-42	Freight & Postage	2,500.00	-	2,500.00	-	2,500.00	0.00%
107-1000-524-45	Insurance	15,000.00	-	15,000.00	6,033.80	8,966.20	40.23%
107-1000-524-46	Repair & Maintenance	5,000.00	-	5,000.00	-	5,000.00	0.00%

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EXHIBIT A

Fund 107 - Building Fund		BUDGET			FY 23-24 ACTUALS (Unaudited)	FINAL BUDGET v ACTUALS VARIANCE	Actual as % of Budget
		FY 23-24 Adopted Budget	FY 23-24 Budget Amendment - Requested	Proposed FY 23-24 Amended Budget			
					as of 1/31/2024	Favorable / (Unfavorable)	Benchmark = 33%
107-1000-524-48	PR / Advertising	500.00	-	500.00	-	500.00	0.00%
107-1000-524-51	Office Supplies & Other Expenses	10,000.00	-	10,000.00	509.64	9,490.36	5.10%
107-1000-524-52	Operating Supplies	10,000.00	-	10,000.00	542.32	9,457.68	5.42%
107-1000-524-54	Dues & Subscriptions	44,000.00	-	44,000.00	42,825.26	1,174.74	97.33%
107-1000-524-55	Training	7,500.00	-	7,500.00	219.00	7,281.00	2.92%
107-1000-524-64	Capital Outlay - Vehicles	60,000.00	-	60,000.00	-	60,000.00	0.00%
107-9000-581-01	Transfer to General Fund	84,000.00	-	84,000.00	-	84,000.00	0.00%
Total Expenditures		2,124,000.00	-	2,124,000.00	518,817.95	1,605,182.05	24.43%
REVENUES OVER/(UNDER) EXPENDITURES		(289,000.00)	-	(289,000.00)	125,801.87		
<i>Addition to / (Use of) Fund Balance</i>					-		
Fund Balance - Ending, 9/30/2024 (Projected)							
107-281-000	Fund Bal - Restricted - Other Bldg Activities	452,500.00	-	452,500.00	1,581,737.46		
107-282-000	Fund Bal - Committed - Fla Bldg Code Enf	268,600.00	-	268,600.00	282,185.33		
		721,100.00	-	721,100.00	829,793.47		

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EXHIBIT A

Fund: 200 - Debt Service Fund		BUDGET			FY 23-24 ACTUALS (Unaudited)	FINAL BUDGET v ACTUALS VARIANCE	Actual as % of Budget
		FY 23-24 Adopted Budget	FY 23-24 Budget Amendment - Requested	Proposed FY 23-24 Amended Budget			
					as of 1/31/2024	Favorable / (Unfavorable)	Benchmark = 33%
Revenues							
200-381-002	Transfer from Transportation Fund	528,000.00	-	528,000.00	263,692.99	(264,307.01)	49.94%
200-381-003	Transfer from General Fund	305,000.00	-	305,000.00	295,080.23	(9,919.77)	96.75%
Total Revenues		833,000.00	-	833,000.00	558,773.22	(274,226.78)	67.08%
Expenditures							
200-0500-517-71	Principal	528,000.00	-	528,000.00	497,674.52	30,325.48	94.26%
	2013 Paving Loan	435,000.00	-	435,000.00	215,000.00		
	2012 Refunding of Series 2007	93,000.00	-	93,000.00	282,674.52		
200-0500-517-72	Interest	305,000.00	-	305,000.00	61,098.70	243,901.30	20.03%
	2013 Paving Loan	283,000.00	-	283,000.00	48,692.99		
	2012 Refunding of Series 2007	22,000.00	-	22,000.00	12,405.71		
Total Expenditures		833,000.00	-	833,000.00	558,773.22	274,226.78	67.08%
REVENUES OVER/(UNDER) EXPENDITURES		-	-	-	-		
Addition to / (Use of) Fund Balance							

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EXHIBIT A

Fund: 300 - Capital Project Fund		BUDGET			FY 23-24 ACTUALS (Unaudited)	FINAL BUDGET v ACTUALS VARIANCE	Actual as % of Budget
		FY 23-24 Adopted Budget	FY 23-24 Budget Amendment - Requested	Proposed FY 23-24 Amended Budget			
					as of 1/31/2024	Favorable / (Unfavorable)	Benchmark = 33%
Fund Balance - Beginning, 10/1/2023							
300-282-001	Fund Bal - Restricted - Disc Sales Surtax	4,232,500.00	-	4,232,500.00	4,180,124.13		
300-283-000	Fund Bal - Assigned	3,880,500.00	-	3,880,500.00	3,880,500.00		
		8,113,000.00	-	8,113,000.00	8,060,624.13		
Revenues							
300-312-600	Local Govt Discretionary Sales Surtax	\$ 3,500,000.00	\$ -	\$ 3,500,000.00	\$ 624,074.36	(2,875,925.64)	17.83%
	90% for Capital / Infrastructure Purposes	3,150,000.00	-	3,150,000.00	561,666.92		
	10% Limit for General Purposes	350,000.00	-	350,000.00	62,407.44		
300-334-701	FDEP - Rec Trails Pgm Grant (KTCP)	200,000.00	-	200,000.00	-	(200,000.00)	0.00%
300-334-704	Stewardship Act Grant Proceeds	1,584,100.00	142,000.00	1,726,100.00	141,782.59	(1,584,317.41)	8.21%
	LPA0422 - Canal #116 (backfill)	1,469,100.00	-	1,469,100.00	-		
	LPA - Canal #114	-	142,000.00	142,000.00	141,782.59		
	LPA#### - Canal #147	70,000.00	-	70,000.00	-		
	LPA#### - Canal #132	45,000.00	-	45,000.00	-		
300-334-706	Legislative Funding	340,000.00	-	340,000.00	-	(340,000.00)	0.00%
300-337-701	TDC Bricks & Mortar Grant	999,500.00	-	999,500.00	-	(999,500.00)	0.00%
	Splash Pad Renovation	61,500.00	-	61,500.00	-		
	Library Beach Playground	245,000.00	-	245,000.00	-		
	Green Turtle Hammock Pavilion	693,000.00	-	693,000.00	-		
300-361-100	Interest	50,000.00	-	50,000.00	55,591.29	5,591.29	111.18%
300-381-000	Transfer from General Fund (001)	300,000.00	-	300,000.00	-	(300,000.00)	0.00%
	General Fund for General Capital Purchases	150,000.00	-	150,000.00	-		
	Landscape Mitigation (from General Fund)	150,000.00	-	150,000.00	-		

Islamorada, Village of Islands
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EXHIBIT A

Fund: 300 - Capital Project Fund		BUDGET			FY 23-24 ACTUALS (Unaudited) as of 1/31/2024	FINAL BUDGET v ACTUALS VARIANCE Favorable / (Unfavorable)	Actual as % of Budget Benchmark = 33%
		FY 23-24 Adopted Budget	FY 23-24 Budget Amendment - Requested	Proposed FY 23-24 Amended Budget			
300-381-101	Transfer from Impact Fee Fund	899,000.00	-	899,000.00	21,425.56	(877,574.44)	2.38%
	Fire (Storage Building)	170,000.00	-	170,000.00	5,550.00		
	Parks & Rec (GTH Improvements)	607,000.00	-	607,000.00	-		
	Parks & Rec (KTCP Boardwalk)	12,000.00	-	12,000.00	-		
	Parks & Rec (Plantation Tropical Preserve)	110,000.00	-	110,000.00	15,875.56		
300-388-100	Sale of General Capital Assets	-	38,000.00	38,000.00	37,237.89	(762.11)	97.99%
Total Revenues		7,872,600.00	180,000.00	8,052,600.00	880,111.69	(7,172,488.31)	10.93%
Expenditures							
Village Manager							
300-0300-512-62	Canal Restoration Project - #132	45,000.00	-	45,000.00	7,722.60	37,277.40	17.16%
300-0300-512-66	Canal Restoration Project - #116 (back filling)	1,469,100.00	-	1,469,100.00	780,056.70	689,043.30	53.10%
300-0300-512-68	Canal Restoration Project - #147 (back filling)	50,000.00	-	50,000.00	23,872.50	26,127.50	47.75%
IT & Communications							
300-0700-519-64	Capital Outlay - IT & Communications	50,000.00	-	50,000.00	27,402.72	22,597.28	54.81%
Local Law Enforcement (MCSO)							
300-0800-521-31	Prof Svcs - Local Law Enf (Vehicle Amortization)	145,000.00	-	145,000.00	24,028.16	120,971.84	16.57%
Fire Rescue							
300-0900-522-61	Saferoom & Floodproofing (HMGP Grant)	500,000.00	-	500,000.00	66,122.23	433,877.77	13.22%
300-0900-522-62	Storage Building for Portable Generators	300,000.00	-	300,000.00	5,550.00	294,450.00	1.85%
300-0900-522-63	Critical Power (HMGP Grant)	693,000.00	-	693,000.00	457,743.54	235,256.46	66.05%
300-0900-522-64	Capital Outlay - Fire Rescue	609,500.00	-	609,500.00	102,510.00	506,990.00	16.82%
	2023 Rescue	450,000.00	-	450,000.00	-		
	New Fire Hoses for Vehicles	23,000.00	-	23,000.00	-		
	Conex for fire equipment storage	17,500.00	-	17,500.00	-		
	SCBA bottles (25) & Protective wraps (50)	47,000.00	-	47,000.00	59,765.00		
	FS #19 Bathroom Renovation	40,000.00	-	40,000.00	-		
	Ford F-250 Truck Equipment	-	-	-	17,579.00		
	Washers/Extractors (3)	-	-	-	25,166.00		

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EXHIBIT A

Fund: 300 - Capital Project Fund		BUDGET			FY 23-24 ACTUALS (Unaudited)	FINAL BUDGET v ACTUALS VARIANCE	Actual as % of Budget
		FY 23-24 Adopted Budget	FY 23-24 Budget Amendment - Requested	Proposed FY 23-24 Amended Budget			
					as of 1/31/2024	Favorable / (Unfavorable)	Benchmark = 33%
	Gym Equipment (FS #19 & 21)	26,000.00	-	26,000.00	-		
	New Ice Machine	6,000.00	-	6,000.00	-		
<u>Public Works</u>							
300-1200-538-63	Hurricane Monument (storyboard replacements)	-	2,000.00	2,000.00	1,552.24	447.76	77.61%
300-1200-541-62	KTCP Boardwalk	12,000.00	-	12,000.00	-	12,000.00	0.00%
300-1200-541-64	Capital Outlay - Public Works	321,500.00	-	321,500.00	2,240.45	319,259.55	0.70%
	Scag 61 Toro Mowers (2)	28,000.00	-	28,000.00			
	2023 Chevy 2500 CC Pickup (4)	188,000.00	-	188,000.00			
	Polaris Mule	18,500.00	-	18,500.00			
	Pole Barn	25,000.00	-	25,000.00			
	Hot Mix Asphalt Trailer	42,000.00	-	42,000.00			
	LIDAR Data Project (Monroe Cty)	20,000.00	-	20,000.00	2,240.45		
300-1200-541-66	Landscaping Projects	150,000.00	-	150,000.00	34,202.00	115,798.00	22.80%
300-1200-541-67	Green Turtle Hammock Improvements	1,500,000.00	-	1,500,000.00	-	1,500,000.00	0.00%
300-1300-572-68	146 Sunshine (PTP Entrance)	110,000.00	-	110,000.00	15,875.56	94,124.44	14.43%
300-1300-572-69	Library Beach Playground Project	481,300.00	-	481,300.00	145,319.00	335,981.00	30.19%
300-1300-572-70	Library Beach Bathroom Renovation	50,000.00	-	50,000.00	-	50,000.00	0.00%
<u>Parks & Recreation</u>							
300-1300-572-61	Founders Park WiFi Project	-	23,000.00	23,000.00	22,995.00	5.00	99.98%
300-1300-572-64	Capital Outlay - Parks & Recreation	121,500.00	-	121,500.00	55,289.94	66,210.06	45.51%
	Pool Heat Pumps	15,000.00	-	15,000.00	14,950.44		
	John Deer Gator / Club car	15,500.00	-	15,500.00	15,268.50		
	ThorGuard Lightening Detection System	27,000.00	-	27,000.00	-		
	Pool Bldg Office Furniture & Workstations	15,000.00	-	15,000.00	-		
	Pool Bldg New Air Conditioning	-	-	-	6,525.00		
	Diving Boards (3)	24,000.00	-	24,000.00	18,546.00		
	Resident Entrance	25,000.00	-	25,000.00	-		
300-1300-572-65	Founders Park ADA Inclusive Playground	550,000.00	-	550,000.00		550,000.00	0.00%
300-1200-541-67	Solar Lighting Replacement Project	350,000.00	-	350,000.00	4,550.00	345,450.00	1.30%
300-1300-572-71	Splash Pad Renovation	75,000.00	-	75,000.00		75,000.00	0.00%
300-1300-572-72	Great Lawn Event Electric & Lighting	10,000.00	-	10,000.00	6,168.00	3,832.00	61.68%

Islamorada, Village of Islands
FY 23-24 Budget Amendment
January 31, 2024

EXHIBIT A

Fund: 300 - Capital Project Fund		BUDGET			FY 23-24 ACTUALS (Unaudited)	FINAL BUDGET v ACTUALS VARIANCE	Actual as % of Budget
		FY 23-24 Adopted Budget	FY 23-24 Budget Amendment - Requested	Proposed FY 23-24 Amended Budget			
					as of 1/31/2024	Favorable / (Unfavorable)	Benchmark = 33%
<u>Transfers Out</u>							
300-9000-581-93	Transfer to Wastewater Ent (402) Fund	1,000,000.00	-	1,000,000.00	-	1,000,000.00	0.00%
Total Expenditures		8,592,900.00	23,000.00	8,615,900.00	1,783,200.64	6,834,699.36	20.70%
REVENUES OVER/(UNDER) EXPENDITURES		(720,300.00)	157,000.00	(563,300.00)	(903,088.95)		
<i>Addition to / (Use of) Fund Balance</i>					-		
Fund Balance - Ending, 9/30/2023 (Projected)							
300-282-001	Fund Bal - Restricted - Disc Sales Surtax	4,705,200.00	157,000.00	4,862,200.00	3,806,450.95		
300-283-000	Fund Bal - Assigned	2,687,500.00	-	2,687,500.00	3,351,084.23		
		7,392,700.00	157,000.00	7,549,700.00	7,157,535.18		

Islamorada, Village of Islands
FY 23-24 Budget Amendment
January 31, 2024

EXHIBIT A

Fund: 401 - Marina Enterprise Fund		BUDGET			FY 23-24 ACTUALS (Unaudited) as of 1/31/2024	FINAL BUDGET v ACTUALS VARIANCE Favorable / (Unfavorable)	Actual as % of Budget Benchmark = 33%
		FY 23-24 Adopted Budget	FY 23-24 Budget Amendment - Requested	Proposed FY 23-24 Amended Budget			
Net Position							
401-274-000	Net Position - Investment in Capital Assets	3,042,400.00	-	3,042,400.00	4,028,347.83		
401-276-000	Net Position - Unrestricted	1,222,300.00	-	1,222,300.00	932,777.69		
		4,264,700.00	-	4,264,700.00	4,961,125.52		
CASH & CASH EQUIVALENTS, Beginning 10/1/2023							
	Pooled Cash - Operating Account	1,221,600.00	-	1,221,600.00	1,190,200.38		
		1,221,600.00	-	1,221,600.00	1,190,200.38		
Revenues							
401-337-701	Resilient Florida Grant	1,000,000.00	-	1,000,000.00	-	(1,000,000.00)	0.00%
401-337-702	Monroe County Boating Improvement Grant	14,000.00	-	14,000.00	-	(14,000.00)	0.00%
401-347-501	Dock Usage Fee	1,000,000.00	-	1,000,000.00	330,711.12	(669,288.88)	33.07%
401-347-502	Diesel Fuel Sales	140,000.00	-	140,000.00	22,489.32	(117,510.68)	16.06%
401-347-503	Dock Utilities Charge	80,000.00	-	80,000.00	24,500.22	(55,499.78)	30.63%
401-347-504	Ramp Usage Fee	50,000.00	-	50,000.00	9,394.18	(40,605.82)	18.79%
401-347-505	Unleaded Fuel Sales	400,000.00	-	400,000.00	79,468.46	(320,531.54)	19.87%
401-347-506	Miscellaneous Revenue	10,000.00	-	10,000.00	1,860.91	(8,139.09)	18.61%
401-361-100	Interest	12,000.00	-	12,000.00	9,000.81	(2,999.19)	75.01%
	Total Revenues	2,706,000.00	-	2,706,000.00	477,425.02	(2,228,574.98)	17.64%
Expenses							
Debt Service							
401-1400-517-71	Debt Service Principal	12,000.00	1,000.00	13,000.00	12,649.73	350.27	97.31%
401-1400-517-72	Debt Service Interest	2,000.00	-	2,000.00	544.42	1,455.58	27.22%

Islamorada, Village of Islands
FY 23-24 Budget Amendment
January 31, 2024

EXHIBIT A

Fund: 401 - Marina Enterprise Fund		BUDGET			FY 23-24 ACTUALS (Unaudited) as of 1/31/2024	FINAL BUDGET v ACTUALS VARIANCE Favorable / (Unfavorable)	Actual as % of Budget Benchmark = 33%
		FY 23-24 Adopted Budget	FY 23-24 Budget Amendment - Requested	Proposed FY 23-24 Amended Budget			
<u>Personnel</u>							
401-1400-575-12	Regular Salaries & Wages	253,100.00	-	253,100.00	77,109.54	175,990.46	30.47%
401-1400-575-14	Overtime	10,000.00	-	10,000.00	3,698.89	6,301.11	36.99%
401-1400-575-21	Payroll Taxes	20,200.00	-	20,200.00	6,079.73	14,120.27	30.10%
401-1400-575-22	Retirement Contributions	34,500.00	-	34,500.00	9,932.59	24,567.41	28.79%
401-1400-575-23	Life & Health Insurance	32,500.00	-	32,500.00	11,088.94	21,411.06	34.12%
401-1400-575-24	Workers' Compensation	4,200.00	-	4,200.00	1,690.38	2,509.62	40.25%
<u>Operating</u>							
401-1400-575-31	Professional Services	5,000.00	-	5,000.00	-	5,000.00	0.00%
401-1400-575-41	Communications	16,000.00	-	16,000.00	4,515.88	11,484.12	28.22%
401-1400-575-42	Freight & Postage	500.00	-	500.00	6.30	493.70	1.26%
401-1400-575-43	Utilities	141,000.00	-	141,000.00	36,919.68	104,080.32	26.18%
401-1400-575-44	Rentals & Leases	1,000.00	-	1,000.00	-	1,000.00	0.00%
401-1400-575-45	Insurance	95,000.00	-	95,000.00	49,354.94	45,645.06	51.95%
401-1400-575-46	Repairs & Maintenance	63,200.00	-	63,200.00	26,163.98	37,036.02	41.40%
401-1400-575-48	PR / Advertising	25,000.00	-	25,000.00	7,897.85	17,102.15	31.59%
401-1400-575-49	Other Expenses	50,000.00	-	50,000.00	18,091.65	31,908.35	36.18%
401-1400-575-51	Office Supplies	3,500.00	-	3,500.00	714.11	2,785.89	20.40%
401-1400-575-52	Operating Supplies	400,000.00	(1,000.00)	399,000.00	78,741.86	320,258.14	19.73%
401-1400-575-54	Dues & Subscriptions	3,200.00	-	3,200.00	1,082.20	2,117.80	33.82%
<u>Capital Outlay</u>							
401-1400-575-63	Breakwater Restoration	1,000,000.00	-	1,000,000.00	-	1,000,000.00	0.00%
401-1400-575-64	Machinery & Equipment	-	64,000.00	64,000.00	22,200.00	41,800.00	34.69%
	Fire Suppression System Replacement	-	25,000.00	25,000.00	22,200.00		
	Fuel Tank Shade Structure	-	39,000.00	39,000.00	-		

Fund: 401 - Marina Enterprise Fund		BUDGET			FY 23-24 ACTUALS (Unaudited)	FINAL BUDGET v ACTUALS VARIANCE	Actual as % of Budget
		FY 23-24 Adopted Budget	FY 23-24 Budget Amendment - Requested	Proposed FY 23-24 Amended Budget			
401-1400-575-66 Founders Park Boat Ramp II		64,000.00	(64,000.00)	-	as of 1/31/2024	Favorable / (Unfavorable)	Benchmark = 33%
		2,235,900.00	-	2,235,900.00	368,482.67	1,867,417.33	16.48%
REVENUES OVER/(UNDER) EXPENSES		470,100.00	-	470,100.00	108,942.35		
Addition to / (Use of) Net Position					0.00		
CASH & CASH EQUIVALENTS, Ending 9/30/2024							
Pooled Cash - Operating Account		1,691,700.00	-	1,691,700.00	1,299,142.73		
		1,691,700.00	-	1,691,700.00	1,299,142.73		

Islamorada, Village of Islands
FY 23-24 Budget Amendment
January 31, 2024

EXHIBIT A

Fund: 402 - Wastewater Enterprise Fund	BUDGET			FY 23-24 ACTUALS (Unaudited) as of 1/31/2024	FINAL BUDGET v ACTUALS VARIANCE Favorable / (Unfavorable)	Actual as % of Budget Benchmark = 33%
	FY 23-24 Adopted Budget	FY 23-24 Budget Amendment - Requested	Proposed FY 23-24 Amended Budget			

Net Position

402-274-000 Net Position - Investment in Capital Assets
402-276-000 Net Position - Unrestricted

74,962,659.33
31,384,328.28
106,346,987.61

CASH & CASH EQUIVALENTS, Beginning 10/1/2023

Pooled Cash - Operating Account

5,558,700.00	-	5,558,700.00	7,913,750.13
<u>5,558,700.00</u>	<u>-</u>	<u>5,558,700.00</u>	<u>7,913,750.13</u>

Revenues

402-325-101	NPK Assessment Principal/Payoff	200,000.00	-	200,000.00	126,826.24	(73,173.76)	63.41%
402-325-104	RSA Assessment Principal/Payoff	1,300,000.00	-	1,300,000.00	797,475.43	(502,524.57)	61.34%
402-325-106	Wastewater System Development Charges	100,000.00	55,000.00	155,000.00	153,253.87	(1,746.13)	98.87%
402-331-200	HMGF Grant	495,000.00	-	495,000.00	-	(495,000.00)	0.00%
402-334-352	LPA0087 Stewardship Act Grant	2,000,000.00	-	2,000,000.00	-	(2,000,000.00)	0.00%
402-334-706	Legislative Appropriation	150,000.00	-	150,000.00	-	(150,000.00)	0.00%
402-343-501	Wastewater Service Charge	6,900,000.00	-	6,900,000.00	2,239,691.82	(4,660,308.18)	32.46%
402-361-100	Interest	60,000.00	-	60,000.00	49,978.29	(10,021.71)	83.30%
402-369-000	Miscellaneous Revenue	-	10,500.00	10,500.00	10,500.00	-	100.00%
402-381-000	Transfer from Capital Projects Fund	1,000,000.00	-	1,000,000.00	-	(1,000,000.00)	0.00%
Total Revenues		<u>12,205,000.00</u>	<u>65,500.00</u>	<u>12,270,500.00</u>	<u>3,377,725.65</u>	<u>(8,892,774.35)</u>	<u>27.53%</u>

Expenses

Debt Service

402-1500-517-71	Debt Service Principal	4,002,500.00	-	4,002,500.00	1,849,197.09	2,153,302.91	46.20%
402-1500-517-72	Debt Service Interest	1,335,500.00	-	1,335,500.00	679,180.57	656,319.43	50.86%

Personnel

402-1500-535-12	Regular Salaries & Wages	538,800.00	-	538,800.00	159,684.45	379,115.55	29.64%
402-1500-535-14	Overtime	35,000.00	-	35,000.00	18,125.92	16,874.08	51.79%
402-1500-535-21	Payroll Taxes	43,900.00	-	43,900.00	13,332.66	30,567.34	30.37%
402-1500-535-22	Retirement Contributions	80,000.00	-	80,000.00	24,343.50	55,656.50	30.43%
402-1500-535-23	Life & Health Insurance	110,000.00	-	110,000.00	59,291.43	50,708.57	53.90%
402-1500-535-24	Workers' Compensation	10,000.00	-	10,000.00	3,686.60	6,313.40	36.87%

Islamorada, Village of Islands
FY 23-24 Budget Amendment
January 31, 2024

EXHIBIT A

Fund: 402 - Wastewater Enterprise Fund		BUDGET			FY 23-24 ACTUALS (Unaudited)	FINAL BUDGET v ACTUALS VARIANCE	Actual as % of Budget
		FY 23-24 Adopted Budget	FY 23-24 Budget Amendment - Requested	Proposed FY 23-24 Amended Budget			
					as of 1/31/2024	Favorable / (Unfavorable)	Benchmark = 33%
<u>Operating</u>							
402-1500-535-31	Professional Services	1,847,000.00	-	1,847,000.00	380,163.97	1,466,836.03	20.58%
	FKAA - Billing Services	165,000.00	-	165,000.00	13,846.62		
	GSG - Assessment Consultant	27,000.00	-	27,000.00	-		
	KLWTD - Treatment Costs	1,400,000.00	-	1,400,000.00	244,929.14		
	Wade Trim - Engineering	150,000.00	-	150,000.00	48,013.21		
	RES (Water Quality Monitoring)	75,000.00	-	75,000.00	37,500.00		
	Marcum (Page Audit)	-	-	-	34,525.00		
	Raftelis (AIMS Support)	5,000.00	-	5,000.00	-		
	Other / Misc	25,000.00	-	25,000.00	1,350.00		
402-1500-535-40	Travel & Per Diem	5,000.00	-	5,000.00	3,893.72	1,106.28	77.87%
402-1500-535-41	Communications	11,000.00	-	11,000.00	2,761.45	8,238.55	25.10%
402-1500-535-43	Utilities	180,000.00	-	180,000.00	52,734.12	127,265.88	29.30%
402-1500-535-44	Rentals & Leases	65,000.00	-	65,000.00	16,418.50	48,581.50	25.26%
402-1500-535-45	Insurance	285,000.00	-	285,000.00	151,163.48	133,836.52	53.04%
402-1500-535-46	Repairs & Maintenance	510,000.00	-	510,000.00	52,901.34	457,098.66	10.37%
	F J Nugent (repair parts)	30,000.00	-	30,000.00	-		
	K B Vacuum (pump repairs)	65,000.00	-	65,000.00	-		
	Page Excavating	75,000.00	-	75,000.00	36,965.00		
	DoneRite Pumps	50,000.00	-	50,000.00	2,650.00		
	Ferguson (Parts)	25,000.00	-	25,000.00	-		
	Airvac (Vac System repairs & parts)	25,000.00	-	25,000.00	322.76		
	Vehicle R&M	15,000.00	-	15,000.00	3,049.11		
	Generator Maintenance (A1 Powerworks)	15,000.00	-	15,000.00	-		
	Overflow Tank Epoxy Coating	110,000.00	-	110,000.00	-		
	Various - Other / Misc	100,000.00	-	100,000.00	9,914.47		
402-1500-535-48	PR / Advertising	2,000.00	-	2,000.00	-	2,000.00	0.00%
402-1500-535-51	Office Supplies	4,000.00	-	4,000.00	-	4,000.00	0.00%
402-1500-535-52	Operating Supplies	270,000.00	(1,000.00)	269,000.00	124,342.30	144,657.70	46.22%
402-1500-535-54	Dues & Subscriptions	3,000.00	1,000.00	4,000.00	3,742.93	257.07	93.57%
402-1500-535-55	Training	10,000.00	-	10,000.00	200.00	9,800.00	2.00%

Islamorada, Village of Islands
FY 23-24 Budget Amendment
January 31, 2024

EXHIBIT A

Fund: 402 - Wastewater Enterprise Fund		BUDGET			FY 23-24 ACTUALS (Unaudited)	FINAL BUDGET v ACTUALS VARIANCE	Actual as % of Budget
		FY 23-24 Adopted Budget	FY 23-24 Budget Amendment - Requested	Proposed FY 23-24 Amended Budget			
					as of 1/31/2024	Favorable / (Unfavorable)	Benchmark = 33%
<u>Capital Outlay</u>							
402-1500-535-62	SCADA (Star Controls)	250,000.00	-	250,000.00	6,944.25	243,055.75	2.78%
402-1500-535-63	Capital Outlay - Infrastructure <i>Laterals & Infra Adds/Vacuum Pits (Page)</i>	350,000.00	-	350,000.00	292,140.00	57,860.00	83.47%
402-1500-535-64	Capital Outlay - Machinery & Equipment <i>Security Cameras & Badge Entrance</i>	82,000.00	-	82,000.00	-	82,000.00	0.00%
402-1500-535-65	NPK Pump Station Projects	2,000,000.00	-	2,000,000.00	6,138.35	1,993,861.65	0.31%
402-1500-535-66	Capital Outlay - Generator Storage Bldg.	300,000.00	-	300,000.00	-	300,000.00	
402-1500-535-67	Portable Gens & Floodproofing (HMGP)	1,000,000.00	-	1,000,000.00	308,683.14	691,316.86	30.87%
		13,329,700.00	-	13,329,700.00	4,209,069.77	9,120,630.23	31.58%
REVENUES OVER/(UNDER) EXPENSES		(1,124,700.00)	65,500.00	(1,059,200.00)	(831,344.12)		
<i>Addition to / (Use of) Net Position</i>					0.00		
CASH & CASH EQUIVALENTS, Ending 9/30/2024							
Pooled Cash - Operating Account		4,434,000.00	65,500.00	4,499,500.00	7,082,406.01		
		4,434,000.00	65,500.00	4,499,500.00	7,082,406.01		

Islamorada, Village of Islands
FY 23-24 Budget Amendment
January 31, 2024

EXHIBIT A

Fund: 403 - Stormwater Fund		BUDGET			FY 23-24 ACTUALS (Unaudited) as of 1/31/2024	FINAL BUDGET v ACTUALS VARIANCE Favorable / (Unfavorable)	Actual as % of Budget Benchmark = 33%
		FY 23-24 Adopted Budget	FY 23-24 Budget Amendment - Requested	Proposed FY 23-24 Amended Budget			
Net Position							
403-274-000	Net Position - Investment in Capital Assets				1,894,193.61		
403-276-000	Net Position - Unrestricted				410,191.91		
					<u>2,304,385.52</u>		
CASH & CASH EQUIVALENTS, Beginning 10/1/2023							
	Pooled Cash - Operating Account	399,600.00	-	399,600.00	416,110.70		
		<u>399,600.00</u>	<u>-</u>	<u>399,600.00</u>	<u>416,110.70</u>		
Revenues							
403-325-200	Stormwater Assessment	201,700.00	-	201,700.00	157,183.60	(44,516.40)	77.93%
403-361-000	Interest Revenue	3,000.00	-	3,000.00	3,643.14	643.14	121.44%
	Total Revenues	<u>204,700.00</u>	<u>-</u>	<u>204,700.00</u>	<u>160,826.74</u>	<u>(43,873.26)</u>	78.57%
Expenses							
<u>Personnel</u>							
403-1600-538-12	Regular Salaries & Wages	14,400.00	-	14,400.00	4,143.15	10,256.85	28.77%
403-1600-538-21	Payroll Taxes	1,100.00	-	1,100.00	341.34	758.66	31.03%
403-1600-538-22	Retirement Contributions	2,100.00	-	2,100.00	562.24	1,537.76	26.77%
403-1600-538-23	Life & Health Insurance	1,100.00	-	1,100.00	324.23	775.77	29.48%
403-1600-538-24	Workers' Compensation	500.00	-	500.00	92.29	407.71	18.46%
<u>Operating</u>							
403-1600-538-31	Professional Services	267,000.00	-	267,000.00	-	267,000.00	0.00%
403-1600-538-43	Utilities	1,000.00	-	1,000.00	199.31	800.69	19.93%
403-1600-538-45	Insurance	500.00	-	500.00	101.40	398.60	20.28%
403-1600-538-46	Repair & Maintenance	25,000.00	-	25,000.00	-	25,000.00	0.00%
403-1600-538-48	PR / Advertising	1,000.00	-	1,000.00	-	1,000.00	0.00%
403-1600-538-52	Operating Supplies	5,000.00	-	5,000.00	-	5,000.00	0.00%
		<u>318,700.00</u>	<u>-</u>	<u>318,700.00</u>	<u>5,763.96</u>	<u>312,936.04</u>	1.81%
	REVENUES OVER/(UNDER) EXPENSES	(114,000.00)	-	(114,000.00)	155,062.78		
	Addition to / (Use of) Net Position				(0.00)		
CASH & CASH EQUIVALENTS, Ending 9/30/2023							
	Pooled Cash - Operating Account	285,600.00	-	285,600.00	571,173.48		
		<u>285,600.00</u>	<u>-</u>	<u>285,600.00</u>	<u>571,173.48</u>		



Council Communication

To: Mayor and Village Council
From: John Quick, Interim Village Attorney
Date: March 12, 2024
SUBJECT: **Resolution Approving Fourth Amendment To Employee Interchange Agreement with Monroe County - TAB 16**

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. On November 7, 2023, the Village Council approved the Second Amendment to the Employee Interchange Agreement with Monroe County which replaced Ed Koconis as Interim Village Manager with Kimberly Matthews. On February 15, 2024, the Village Council approved the Third Amendment to the Employee Interchange Agreement with Monroe County to renew the Agreement for an additional 60 days beyond March 8, 2024.

Analysis:

Since the Employee Interchange Agreement specifically lists the title of Kimberly Matthews under the Agreement as Interim Village Manager - and to the extent the contract with Robert Cole to serve as Village Manager is approved - Ms. Matthews's title needs to be amended. Accordingly, the title under the Employee Interchange Agreement is being amended to replace "Interim Village Manager" with "Advisor to the Council and the Manager". In addition, the Employee Interchange Agreement is being amended to terminate at 5:00 p.m. on April 5, 2024.

Budget Impact:

If approved, funds will be allocated for this position.

Staff Impact:

N/A

Recommendation:

Attachments:

1. 47L094604-Resolution approving fourth amendment to the employee interchange agreement for Kimberly Matthews to serve as Advisor
2. Fourth amendment to employee interchange agreement

3. 4790425-Fully executed employee interchange agreement with County
4. 47K6709-First Amendment to Employee Interchange Agreement
5. 4815786-Fully executed Second Amendment to Employee Interchange Agreement
6. 24-02-14 Third Renewal Monroe County Employee Interchange Agreement

RESOLUTION NO. 24-

**A RESOLUTION OF THE VILLAGE COUNCIL OF ISLAMORADA,
VILLAGE OF ISLANDS, FLORIDA, APPROVING AN AMENDMENT
OF THE EMPLOYEE INTERCHANGE AGREEMENT WITH MONROE
COUNTY, FLORIDA; 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, at the meeting on November 7, 2023, the Village Council passed Resolution 23-11-122 which approved the Second Amendment to the Agreement ("Second Amendment") which, *inter alia*, replaced Mr. Koconis as Interim Village Manager with Kimberly Matthews ("Ms. Matthews") effective January 8, 2024. Resolution 23-11-122 also approved the appointment of Maria Bassett to

serve as Acting Village Manager from December 7, 2023 – January 7, 2024; and

WHEREAS, at the meeting on February 15, 2024, the Village Council passed Resolution 24-02-14 which approved the Third Amendment to the Agreement (“Third Amendment”) which, *inter alia*, extend the Agreement for an additional sixty (60) days through May 8, 2024; and

WHEREAS, the Agreement and subsequent amendments list the title being filled as Interim Village Manager; and

WHEREAS, with the hiring of Robert Cole to serve as Village Manager, the Agreement needs to be updated to reflect a different role and title for Ms. Matthews while serving in her capacity with the Village; and

WHEREAS, the Village Council finds that amendment of the Agreement to change the title from “Interim Village Manager” to “Advisor to the Council and the Manager” is in the best interest of the Village and its residents; and

WHEREAS, the Village Council finds that amendment of the Agreement to change the end date of the Agreement from May 8, 2024 to April 5, 2024 at 5:00 p.m. is in the best interest of the Village and its residents; and

WHEREAS, the Village Council approves and authorizes the Fourth Amendment to the Agreement (“Fourth Amendment”) (attached as Exhibit “A”); and

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

Section 1. **Recitals.** The above recitals are true and correct and incorporated into this Resolution by this Reference.

Section 2. **Approval of Agreement.** The Village Council finds that the Fourth

Amendment is reasonable and appropriate. In accordance with the agreement of the parties, the Village Council hereby approves the Fourth Amendment.

Section 3. **Execution of Agreement.** The Mayor is authorized to execute the Fourth Amendment 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 the 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 _____, 2024.

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

FOURTH AMENDMENT TO
EMPLOYEE INTERCHANGE AGREEMENT
(ISLAMORADA, VILLAGE OF ISLANDS)

THIS FOURTH 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, 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, on November 16, 2023, the Agreement was amended a second time to extend the Agreement through March 8, 2024; to assign Kimberly Matthews, Senior Director of Strategic Planning & Director of Library for Monroe County, to serve in the position as Interim Village Manager beginning on January 8, 2024; and also 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; and

WHEREAS, on or about February 26, 2024, the Parties approved a Third Amendment, to extend the Agreement until May 8, 2024 while the Village was continuing its search for a Village Manager; and

WHEREAS, the Village anticipates the hiring of a new Village Manager, and wishes to amend the Agreement in order to modify the job title and job description of the County employee assigned to assist the Village in order to have the position provide general advice, counseling, and assistance during the transition period as well as advice regarding some strategic planning issues for the Village; and

WHEREAS, the Parties also wish to amend the Interchange Agreement in order to provide an earlier termination date of April 5, 2024.

NOW, THEREFORE, in consideration of the mutual covenants and provisions contained herein, the Parties agree as follows:

RECITALS

1. Paragraph (1) of the Agreement ("Purpose") is revised to read as follows:
PURPOSE. The purpose of this Agreement is to allow for the assignment of Kimberly Matthews ("Matthews") to serve as Advisor to the Council and the Manager during the transition period while the new Village Manager selected by the Village is being onboarded and beginning his duties.
2. Paragraph (4) of the Agreement ("Duties") is revised to read as follows:
DUTIES: Matthews shall provide general advice, counseling, and assistance during the transition period as well as advice regarding some strategic planning issues for the Village. Matthews shall continue to comply at all times with Chapter 112, part III (Section s112.311 et seq.) of the Florida Statutes, and the Florida Code of Ethics, as set forth in Section 2-52 of the Islamorada Code of Ordinances.
3. Pursuant to paragraph (3) of the Agreement (Term of Agreement), the term of the Employee Interchange Agreement shall end at 5:00 p.m. on April 5, 2024.
4. In all other respects, all terms and conditions set forth in the Agreement as amended remain unchanged and in full force and effect.
5. This Amendment shall be effective upon the date last signed by the Parties below.

THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK

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: _____
Kevin G. Wilson, Acting 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

KEY WEST
500 Whitehead Street
Key West, Florida 33040

MARATHON
3117 Overseas Highway
Marathon, Florida 33050

PLANTATION KEY
88770 Overseas Highway
Plantation Key, Florida 33070

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

BOARD OF COUNTY COMMISSIONERS
OF MONROE COUNTY, FLORIDA

By: _____
As Deputy Clerk

By: [Signature] August 7, 2023
~~Mayor~~ County Administrator
Date:

Approved as to form and legal sufficiency for
Monroe County, Florida:

[Signature]

Cynthia L. Hall, Sr. Ass't County Attorney

ISLAMORADA, VILLAGE OF ISLANDS

By: [Signature]
Mayor
Date: 8/3/23

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

[Signature]
Village Attorney

FILED FOR RECORD
2023 SEP -8 PM 4:57
CLK. CIR. CL.
MONROE COUNTY, FLA.



Ratified by the Board of County Commissioners on September 6, 2023.

(Seal)
Attest: KEVIN MADOK, Clerk

BOARD OF COUNTY COMMISSIONERS
OF MONROE COUNTY, FLORIDA

By: [Signature]
As Deputy Clerk

By: [Signature]
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

Digitally signed by Bryan

Bryan Cook

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.

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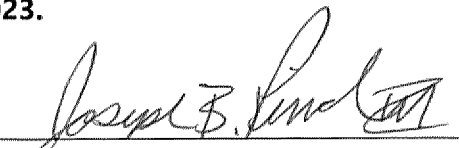
Motion to adopt by Gregg, seconded by Mahoney.

FINAL VOTE AT ADOPTION

VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS

Mayor Joseph B. Pinder III	<u>Yes</u>
Vice Mayor Sharon Mahoney	<u>Yes</u>
Councilman Mark Gregg	<u>Yes</u>
Councilwoman Elizabeth Jolin	<u>Yes</u>
Councilman Henry Rosenthal	<u>No</u>

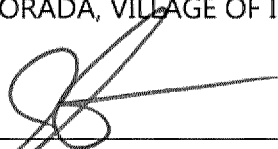
PASSED AND ADOPTED THIS 3 DAY OF August, 2023.

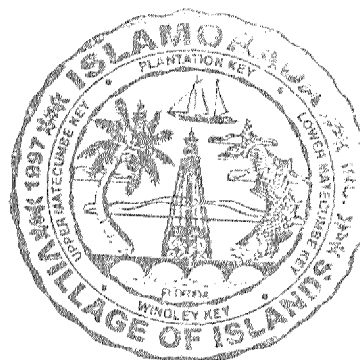

JOSEPH B. PINDER III, MAYOR

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



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:

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.

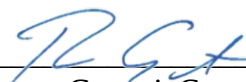
IN WITNESS WHEREOF, the Parties hereto have made and executed this Agreement this _____ day of September 2023.

Approved as to form and legal sufficiency for
Monroe County, only:



Cynthia L. Hall, Sr. Ass't County Attorney

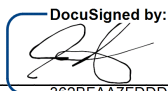
BOARD OF COUNTY COMMISSIONERS
OF MONROE COUNTY, FLORIDA

By: 

Roman Gastesi, County Administrator

Date: September 27, 2023

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

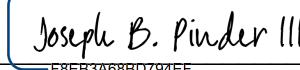
DocuSigned by:


362BFAA7FDD417...

John J. Quick, Village Attorney

ISLAMORADA, VILLAGE OF ISLANDS

DocuSigned by:



F8EB3A68BD794EF...

By: _____

Joseph B. Pinder, III, Mayor

Date: 10/4/2023

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



Kevin Madok, CPA

Clerk of the Circuit Court & Comptroller – Monroe County, Florida

DATE: November 16, 2023

TO: Lindsey Ballard
Aide to the County Administrator

FROM: Liz Yongue, Deputy Clerk

SUBJECT: November 8, 2023 BOCC Meeting

Please see the attached item, which has been added to the record:

T1 2nd Amendment to Interchange Agreement with Village of Islamorada to assign Senior Director Kimberly Matthews to the Village to serve as Interim Village Manager on a temporary basis beginning January 8, 2024, and continuing for up to 60 days; authorization for County Administrator to sign necessary documents.

Should you have any questions please feel free to contact me at (305) 292-3550.

cc: County Attorney
Finance
File

KEY WEST
500 Whitehead Street
Key West, Florida 33040

MARATHON
3117 Overseas Highway
Marathon, Florida 33050

PLANTATION KEY
88770 Overseas Highway
Plantation Key, Florida 33070

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, 2024, 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:



Digitally signed by Cynthia L. Hall
DN: cn=Cynthia L. Hall, o=Monroe
County BOCC, ou, email=hall-
cynthia@monroecounty-fl.gov, c=US
Date: 2023.11.13 17:41:11 -05'00'

Cynthia L. Hall, Sr. Ass't County Attorney

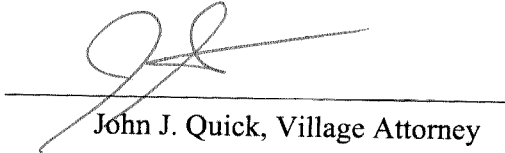
**BOARD OF COUNTY COMMISSIONERS
OF MONROE COUNTY, FLORIDA**

By: Roman Gastesi Digitally signed by Roman Gastesi
Date: 2023.11.16 09:49:15 -05'00'

Roman Gastesi, County Administrator

Date:

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



John J. Quick, Village Attorney

ISLAMORADA, VILLAGE OF ISLANDS

By: Joseph B. Pinder, III
Joseph B. Pinder, III, Mayor

Date:



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.

**Kimberly
Matthews**

Digitally signed by Kimberly
Matthews
Date: 2023.11.02 10:56:17 -04'00'

RESOLUTION NO. 24-02-14

**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**

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, at the meeting on November 7, 2023, the Village Council passed Resolution 23-11-122 which approved the Second Amendment to the Agreement ("Second Amendment") which, *inter alia*, replaced Mr. Koconis as Interim Village Manager with Kimberly Matthews ("Ms. Matthews") effective January 8, 2024. Resolution 23-11-122 also approved the appointment of Maria Bassett to

serve as Acting Village Manager from December 7, 2023 – January 7, 2024; and

WHEREAS, pursuant to the Second Amendment, the term of the Agreement currently runs through March 8, 2024; 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 March 9, 2024; and

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

Section 1. **Recitals.** The above recitals are true and correct and incorporated into this Resolution by this Reference.

Section 2. **Approval of Agreement.** The Village Council finds that a sixty (60) day renewal the Agreement, as amended, is reasonable and appropriate. Pursuant to Section 3 of the Agreement, the Village Council hereby approves a renewal of the Agreement, as amended, for an additional sixty (60) days.

Section 3. **Execution of Agreement.** The Mayor is authorized to execute the Third 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.

Motion to adopt by Mark Gregg, seconded by Sharon 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	Yes

PASSED AND ADOPTED THIS 15th DAY OF FEBRUARY, 2024.

DocuSigned by:
Joseph B. Pinder III
F0EB3A08BD794EF...

JOSEPH B. PINDER III, MAYOR

ATTEST:

DocuSigned by:
Marne K. McGrath
008BA9A9B2704D5...

MARNE MCGRATH, VILLAGE CLERK

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

DocuSigned by:
[Signature]
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JOHN J. QUICK, VILLAGE ATTORNEY



THIRD AMENDMENT TO
EMPLOYEE INTERCHANGE AGREEMENT
(ISLAMORADA, VILLAGE OF ISLANDS)

THIS THIRD 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, 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, on November 16, 2023, the Agreement was amended a second time to extend the Agreement through March 8, 2024; to assign Kimberly Matthews, Senior Director of Strategic Planning & Director of Library for Monroe County, to serve in the position as Interim Village Manager beginning on January 8, 2024; and also 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; and

WHEREAS, the Parties now wish to extend the Agreement for an additional time period of up to sixty (60) days while the Village is continuing its search for a Village Manager;

NOW, THEREFORE, in consideration of the mutual covenants and provisions contained herein, the Parties agree as follows:

RECITALS

1. Pursuant to paragraph (3) of the Agreement (Term of Agreement), the term of the Employee Interchange Agreement shall be extended by an additional sixty (60) days, from March 9, 2024 to May 8, 2024.

2. Paragraph 9 of the Agreement ("Termination") remains in effect, stating that the Agreement may be terminated at any time with mutual consent of the Parties at the conclusion of fourteen (14) calendar days following delivery of an e-mail exchanged between the Village Mayor and County Administrator.

3. Senior Director Kimberly Matthews shall remain assigned to serve in the position of Interim Village Manager.

4. In all other respects, all terms and conditions set forth in the Agreement remain unchanged and in full force and effect.

5. 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:

Cynthia L. Hall, Sr. Ass't County Attorney

BOARD OF COUNTY COMMISSIONERS
OF MONROE COUNTY, FLORIDA

By: _____
Roman Gastesi, County Administrator
Date: _____

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

DocuSigned by:

John J. Quick, Village Attorney

ISLAMORADA, VILLAGE OF ISLANDS

DocuSigned by:

By: _____
Joseph B. Pinder, III, Mayor
Date: _____



Council Communication

To: Mayor and Village Council
From: John Quick, Interim Village Attorney
Date: March 12, 2024
SUBJECT: **Resolution to Approve Village Manager Contract with Robert Cole - TAB 13**

Background:

On February 13, 2024, at its regular Village Council meeting, the Village Council selected Mr. Robert Cole to serve as Village Manager. The Village desires to approve an employment agreement with Mr. Cole to serve as the Village Manager, effective March 13, 2024.

Analysis:

The Village's adopted FY 2023-2024 Village Manager Department budget in the General Fund budget includes funds for the salary and benefits expenditures for the Village Manager. Salary and benefits paid to Mr. Cole as Village Manager will be expensed to the Village Manager Department.

Budget Impact:

Funds for this position have been budgeted.

Staff Impact:

N/A.

Recommendation:

It is recommended that the Village Council approve the appointment of Mr. Cole as the Village Manager and authorize execution of an employment agreement with Mr. Cole to serve as Village Manager by adoption of the attached resolution.

Attachments:

1. 48A8374-Resolution approving Cole Manager agreement
2. 48B5850-Village Manager contract signed by Robert Cole

RESOLUTION NO. 24-

**A RESOLUTION OF THE VILLAGE COUNCIL OF ISLAMORADA,
VILLAGE OF ISLANDS, FLORIDA, APPROVING THE
APPOINTMENT OF ROBERT COLE AS VILLAGE MANAGER;
APPROVING AND AUTHORIZING EXECUTION OF AN
EMPLOYMENT AGREEMENT WITH MR. COLE FOR SERVICE AS
THE VILLAGE MANAGER; AND PROVIDING FOR 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 Statutes; and

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

WHEREAS, on February 13, 2024, at its regular Village Council meeting, the Village Council selected Mr. Robert Cole to serve as Village Manager; and

WHEREAS, the Village Council finds that the Employment Agreement with Mr. Cole as Village Manager, attached as Exhibit "A" (the "Agreement"), is fair and provides reasonable compensation for Mr. Cole to serve as Village Manager; and

WHEREAS, the Village Council finds that it is in the best interests of the Village to approve the appointment of Mr. Cole as Village Manager, and approve and authorize execution of the Agreement with Mr. Cole to serve as Village Manager.

**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. Robert Cole as Village Manager. Mr. Cole's appointment shall be effective as of March 13, 2024.

Section 3. Approval of Agreement. The Village Council finds that the Agreement with Mr. Robert Cole, attached as Exhibit "A," is reasonable and appropriate and is hereby approved. The Mayor is hereby authorized to execute the Agreement.

Section 4. 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 _____, 2024.

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

EMPLOYMENT AGREEMENT
VILLAGE MANAGER

This Employment Agreement (the "Agreement") is made and entered into this _____ day of _____, 2024, between Islamorada, Village of Islands, Florida, a Florida municipal corporation, (the "Village") and Robert Cole ("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 Robert Cole ("Cole") as Village Manager, and Cole 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 Cole as Village Manager to perform the functions and duties specified in the Village's Charter and applicable sections of the Village Code as well as within his job description, 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 referenced above, 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. To that end, the Village Manager is required to have regular communication, which may include standing meetings with each member of the Village Council, in order to discuss Council objectives, the progress and implementation of Council directives, and any pending items and Village business.

1.4 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. 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.

1.5 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.

Section 2. Salary.

2.1 The Village Manager shall receive an initial annual salary in the amount of Two Hundred Thousand Dollars (\$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 and/or salary adjustments consistent with any across-the-board adjustments provided to other Village employees.

2.3 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. Housing.

3.1 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 his employment.

Section 4. Performance Evaluations.

4.1 The Village Council shall evaluate the performance of the Village Manager every 60 days until his or her initial Anniversary Date. Thereafter, the Village Council shall annually evaluate the performance of the Village Manager within 30 days of his or her Anniversary Date. The Human Resources Department shall be responsible for apprising the Village Attorney and Village Council at least sixty (60) prior to the Anniversary date of the due date for the Village Manager's performance evaluation, so that it can be placed on a Village Council agenda.

4.2 At the discretion of each Village Council Member, the Village Manager's evaluation may be performed using a written form provided by the Human Resources Department. To the extent a form

is utilized, the form will evaluate the Village Manager's performance of his duties using a numerical rating system. This assessment will include, but not be limited to the Village Manager's:

- Judgment
- Ethics
- Attitude
- Attendance
- Communication with Council, to include keeping Council members apprised of day-to-day events and information necessary for them to carry out their functions.
- Willingness to hear and implement ideas brought forward by the Council.
- Preparedness for Council meetings.
- Innovativeness and creativity
- Results achieved for projects and ideas implemented by the Village Manager
- Thoroughness and diligence in the performance of his duties
- Aptitude
- Accuracy and thoroughness of information and reports.
- Analysis
- Relationships with members of the Council, the public and staff (including the recruitment and retention of competent staff)
- Execution of policy set by the Village's policymakers (i.e., the Council)
- Supervision, guidance and direction to staff
- Fiscal management skills, including oversight of the Village's capital projects and budget.

4.3 The evaluation form will also allow members of the Council to provide a written narrative regarding the Village Manager's performance, should they choose to do so.

4.4 Once completed, evaluation forms will be returned to the Human Resources Department.

4.5 Instead of a written performance evaluation, Village Council Members may opt to perform a verbal evaluation of the Village Manager. The verbal evaluation will assess the same or similar characteristics as those outlined above.

4.6 The Human Resources Director, with assistance of the Village Attorney, will facilitate the discussion concerning the Village Manager's performance evaluation at a public meeting. However, the Village Council will provide the direct feedback to the Village Manager.

Section 5. Insurance/Retirement Benefits/Life Insurance.

5.1 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").

5.2 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.

5.3 Should the Manual be amended by action of the Village Council, the Village Manager's benefits listed in Section 5.1 shall be changed to match those benefits provided in the amended Manual, provided such changes do not result in any decreased benefits as provided for under Section 5.1.

Section 6. Professional Dues and Expenses.

6.1 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.

6.2 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.

6.3 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 monies upon receipt of duly executed expense or petty cash vouchers, receipts, statements or personal affidavits.

Section 7. Automobile.

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

Section 8. Annual Leave, Sick Leave and Holidays.

8.1 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, except as modified in this Agreement.

8.2 The Village Manager's accrual of the benefits specified in Section 8.1 shall be based upon the Village Manager's initial employment date with the Village of March 13, 2024.

8.3 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, except that he or she shall accrue vacation leave at a rate equivalent to three (3) weeks annually.

Section 9. Travel.

9.1 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.

9.2 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 10. Equipment.

10.1 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 11. Days.

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

Section 12. Indemnification.

12.1 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.

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

12.3 Notwithstanding the provision of Section 12.1, the Village shall not be obligated to indemnify or hold harmless the Village Manager from claims of any nature arising out of the malfeasance of the Village Manager (which is defined to include acts or omissions of the Village Manager that were committed while acting outside the course and scope of his employment or committed in bad faith or with malicious purpose or in a manner exhibiting wanton and willful disregard of human rights, safety, or property), or from personal injury or property damage caused by the intentional misconduct of the Village Manager.

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

Section 13. Bonds.

13.1 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 14. Reduction of Compensation.

14.1 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.

14.2 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 15. Employment Exclusive.

15.1 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 16. Term.

16.1 The term of this Agreement shall be for an initial period of one (1) year from March 13, 2024 to March 13, 2025, unless terminated by either the Village Council or Village Manager, as provided for in Sections 17-20 of this Agreement.

16.2 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.

16.3 For purposes of this Agreement, the Village Manager's Anniversary Date shall be March 13th every annum.

16.4 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 17-20 of this Agreement.

Section 17. Termination.

17.1 In accordance with the Charter, the Village Manager shall serve at the pleasure of the Village Council. Nothing in this Agreement, including Section 16.4 above, shall prevent, limit or otherwise interfere with the right of the Village Council to terminate this Agreement at any time.

17.2 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 18. Termination Without Cause.

Below is a recitation of some instances that could be considered a termination without cause. The following do not constitute every instance that could be considered a termination without cause. Instead, they solely comprise explicit circumstances under which there is a termination without cause for which the payment of severance to the Village Manager is required by the Village. Stated differently, even if the Village Manager's termination is without cause, severance is only required if one of the three circumstances listed below exists.

18.1 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.

18.2 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.

18.3 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 19. Termination For Cause.

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

19.2 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 (v) willful neglect of the duties specified in this Agreement; or (vi) conviction of a felony or plea of no contest to a felony.

Section 20. Resignation.

20.1 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.

20.2 If the Village Manager resigns, then the Village is not obligated to pay severance under Section 21; 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 21. Severance.

21.1 As noted above in Section 18, severance shall only be paid to the Village Manager

when employment is terminated without cause under any of the grounds enumerated in Sections 18.1-18.3.

21.2 If none of the circumstances identified above in Sections 18.1-18.3 exist, the Village is under no obligation whatsoever to provide severance to the Village Manager.

21.3 Conversely, if any of the circumstances described in Sections 18.1-18.3 exist, then 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.

21.4 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. 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 22. Conflict of Interest Prohibition.

22.1 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.

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

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

Section 23. Confidentiality.

23.1 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 24. Miscellaneous Provisions.

24.1 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.

24.2 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.

24.3 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.

24.4 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.

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

24.6 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.

24.7 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.

24.8 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. _____ on _____, and Village Manager have signed and executed this Agreement the day and year first above written.

ISLAMORADA, VILLAGE OF ISLANDS

By: _____
Joseph B. Pinder III, Mayor

ATTEST:

Marne McGrath, Village Clerk

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

John J. Quick, Village Attorney

VILLAGE MANAGER



Robert Cole



Council Communication

To: Mayor and Village Council
From: John Quick, Interim Village Attorney
Date: March 12, 2024
SUBJECT: **Ordinance Amending Section 2-121, Appeals of Code Enforcement Orders - Second Reading - TAB 17**

Background:

Section 2-121(c) of the Village Code indicates that the Village Clerk may prepare the appellate record for appeals of code enforcement orders to the Circuit Court. The Florida Rules of Appellate Procedure provide directions as to who is responsible for the preparation of the appellate record depending on the type of appeal involved.

A Business Impact Estimate has been prepared in accordance with section 166.041(4), Florida Statutes.

Analysis:

The Village Code cannot circumvent or otherwise supersede the Florida Rules of Appellate Procedure which are established by the Florida Supreme Court. As a result, this proposed code amendment would make it clear that the appellate record for any code appeal would be governed by the Appellate Rules.

Budget Impact:

N/A.

Staff Impact:

N/A

Recommendation:

Staff recommends adoption of the attached ordinance.

- Attachments:**
1. 4821919-Ordinance amending code re preparation of record in code enforcement appeals
 2. 4892652-Business Impact Estimate re Ordinance Amending Section 2-121, Appeals of Code Enforcement Orders

ORDINANCE NO.____

AN ORDINANCE OF ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA, AMENDING THE VILLAGE CODE BY AMENDING CHAPTER 2 "ADMINISTRATION," ARTICLE III "CODE COMPLIANCE," DIVISION 2 "ADMINISTRATION AND ENFORCEMENT", SECTION 2-121 "APPEALS OF ORDER"; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE; AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, the Village Council finds that it is necessary to clarify the Village Code's compliance with the Florida Rules of Appellate Procedure for the preparation and transmittal of the official record in an appeal of a code enforcement proceeding to the Circuit Court; and

WHEREAS, the Florida Rules of Appellate Procedure govern the preparation and transmittal of an official record on appeal; and

WHEREAS, the Village Code cannot supersede the Florida Rules of Appellate Procedure on matters related to the preparation and transmittal of an official record on appeal; and

WHEREAS, the Village Council finds that the adoption of this Ordinance is in the best interest of the Village.

NOW, THEREFORE, IT IS HEREBY ORDAINED BY THE VILLAGE COUNCIL OF ISLAMORADA, FLORIDA, AS FOLLOWS:

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

Section 2. Village Code Amended. That Chapter 2 "Administration," Article III "Code Compliance," Division 2 "Administration and Enforcement", Section 2-121 "Appeals Of Order" of the Village Code of Islamorada, Village of Islands, Florida, is hereby amended to read as follows:

Additional text is shown as underlined;

deleted text is shown as ~~strikethrough~~

Chapter 2 – ADMINISTRATION.

ARTICLE III. – Code Compliance.

DIVISION 2. - Administration and Enforcement.

Sec. 2-121. Appeals Of Order.

- (a) An aggrieved party, including the village, may appeal a final order of a code compliance hearing officer to the circuit court. Such an appeal shall not be a hearing de novo but shall be limited to appellate review of the record created before the code compliance hearing officer. An appeal shall be filed within 30 calendar days of the issuance of the order sought to be overturned. Failure to make such appeal within the prescribed 30-day period shall render the findings of the code compliance hearing officer conclusive, binding and final.
- (b) Unless the findings of the code compliance hearing officer are overturned in a proceeding held pursuant to subsection (a) of this section, the findings of the code compliance hearing officer shall be admissible in any proceeding to foreclose on any lien, collect unpaid fines or notices of assessment.
- (c) For purposes of an appeal, ~~the village clerk shall make available, for public inspection and copying,~~ the record upon which each final order of a code compliance hearing officer is based shall be prepared and transmitted to the circuit court in accordance with the Florida Rules of Appellate Procedure. Should the village be required to prepare and transmit the record on appeal, the village clerk shall make charge a reasonable chargefee to the appellant/petitioner, commensurate with the cost for the preparation of the official record on appeal,

and transmittal thereof to the circuit court, and for making certified copies of any record or portion thereof.

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

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

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

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

[Remainder of this page intentionally left blank]

The foregoing Ordinance was offered by _____, who moved for 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 ____
Councilman Mark Gregg ____
Councilwoman Elizabeth Jolin ____
Councilman Henry Rosenthal ____

PASSED on the first reading this _day of _____, 2024.

[Remainder of this page intentionally left blank]

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

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

PASSED AND ADOPTED on the second reading this __day of _____, 2024.

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



BUSINESS IMPACT ESTIMATE¹

Meeting Date: March 12, 2024

Proposed Ordinance Title/Reference

Ordinance Amending Section 2-121, Appeals of Code Enforcement Orders

Summary of Proposed Ordinance and Statement of Public Purpose to be Served

Section 2-121(c) of the Village Code indicates that the Village Clerk may prepare the appellate record for appeals of code enforcement orders to the Circuit Court. The Florida Rules of Appellate Procedure provide directions as to who is responsible for the preparation of the appellate record depending on the type of appeal involved.

Since the Village Code cannot circumvent or otherwise supersede the Florida Rules of Appellate Procedure which are established by the Florida Supreme Court, this proposed code amendment is presented to make it clear that the appellate record for any code appeal would be governed by the Appellate Rules.

Estimate of Direct Economic Impact on Private/For Profit Businesses

a. Estimate of Direct Business Compliance Costs:

A clarification to confirm that these types of appeals are governed by the Florida Rules of Appellate Procedure is not intended to impact any business in the Village.

b. New Charges/Fees on Businesses Impacted:

A clarification to confirm that these types of appeals are governed by the Florida Rules of Appellate Procedure is not intended to impact any charges/fees on businesses in the Village.

c. Estimate of Regulatory Costs:

A clarification to confirm that these types of appeals are governed by the Florida Rules of Appellate Procedure is not intended to impact any regulatory costs.

Good Faith Estimate of Number of Businesses Likely Impacted:

None, as the proposed ordinance is generally applicable and, therefore, does not affect only businesses

Any Additional Information:

N/A

¹ Business Impact Estimate does not apply to the following:

1. Ordinances required for compliance with federal or state law or regulation;
2. Ordinances related to the issuance or refinancing of debt;
3. Ordinances relating to the adoption of budgets or budget amendments, including revenue sources necessary to fund the budget;
4. Ordinances required to implement a contract/agreement;
5. Emergency ordinances;
6. Ordinances relating to procurement;
7. Ordinances enacted to implement the following:
 - a. Part II of Chapter 163, F.S.;
 - b. Sec. 190.005, F.S. and Sec. 190.046, F.S.;
 - c. Sec. 553.73, F.S. (Fla. Building Code);
 - d. Sec. 633.202, F.S. (Fla. Fire Prevention Code).



Council Communication

To: Mayor and Village Council
From: John Quick, Interim Village Attorney
Date: March 12, 2024
SUBJECT: **Ordinance Amending Section 2-236, Purchasing - First Reading - TAB 18**

Background:

Village Council previously gave direction to staff to update the Village's purchasing code, more specifically, the purchasing authority of the Village Manager.

Analysis:

The proposed ordinance would increase the authority of the Village Manager from \$25,000.00 to \$50,000.00. It also authorizes facsimile signatures on checks as authorized by Section 166.34, Florida Statutes, in lieu of a manual signature.

Budget Impact:

N/A

Staff Impact:

N/A

Recommendation:

Staff recommends adoption of the proposed ordinance.

Attachments: 1. 489794902-Ordinance Amending Section 2-236 of Division 2 Purchasing

ORDINANCE NO. ____

AN ORDINANCE OF ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA, AMENDING CHAPTER 2 "ADMINISTRATION", ARTICLE 2-IV "FINANCE", DIVISION 2-IV-2 "PURCHASING", AMENDING SECTION 2-236 "AUTHORITY OF VILLAGE MANAGER" TO UPDATE THE SIGNING AUTHORITY OF CHECKS; AMENDING SECTION 2-237 "GUIDELINES" TO PROVIDE FOR INCREASED AMOUNTS IN PURCHASING AUTHORITY; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE; AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, Chapter 166, Florida Statutes, authorizes municipalities to have the governmental, corporate, and proprietary powers to enable them to conduct municipal government, perform municipal functions, and render municipal services, and may exercise any power for municipal purposes, except when expressly prohibited by law; and

WHEREAS, the Village established, among other things, authorized signatories and withdrawal amounts for certain officers of the Village by Ordinance No. 00-06 on June 8, 2000, as amended by Ordinance No. 01-01, on March 8, 2001, and as further amended by Ordinance No. 08-02, on May 8, 2008; and

WHEREAS, the Village established, among other things, purchasing guidelines and authorizations for limited expenditures by certain officers of the Village by Ordinance No. 00-06 on June 8, 2000, as amended by Ordinance No. 01-01, on March 8, 2001, as amended by Ordinance No. 07-09, on May 1, 2007, and as further amended by Ordinance No. 11-09, on March 24, 2011; and

WHEREAS, the Village Council desires to amend existing provisions under DIVISION 2-IV-2 "PURCHASING" Sections 2-236 and 2-237, to update the authorization of signatories to checks and withdrawals and increase the authorization amounts for expenditures; And

WHEREAS, amending the above referenced provisions are in the best interest of the Village and program participants; and

WHEREAS, the Village Council finds that the provisions of this Ordinance are intended to advance the public health, safety, and welfare of the residents of the Village.

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

Section 1. Recitals. The above recitals are true and correct and are incorporated herein by this reference.

Section 2. Amendment to Subsection 4 of Section 2-326 of the Code.

Subsection 4 of Section 2-326 of the Village Code, titled "Authority Of Village Manager" is hereby *amended* as follows:¹

CHAPTER 2 – ADMINISTRATION.

ARTICLE 2-IV – FINANCE.

DIVISION 2-IV-2- PURCHASING

Section 2-326 – Authority Of Village Manager.

4. Checks or withdrawals up to \$1,000.00 may be signed by the finance director. Checks or withdrawals over \$1,000.00 shall be signed by both the finance director and the village manager. Checks over \$10,000.00 shall be signed by the finance director or village manager and by the mayor or vice-mayor. Any signatures authorized herein may be by facsimile signature as authorized by Section 166.34, Florida Statutes, in lieu of a manual signature.

Section 3. Amendment to Subsections 1, 2, and 3 of Section 2-327 of the Code.

Subsections 1, 2, and 3 of Section 2-327 of the Village Code, titled "Guidelines" is hereby *amended* as follows:¹

CHAPTER 2 – ADMINISTRATION.

ARTICLE 2-IV – FINANCE.

DIVISION 2-IV-2- PURCHASING

Section 2-327 - Guidelines

1. *Purchases less than ~~\$25,000.00~~ 50,000.00.* Purchases of or contracts for materials, supplies, equipment, improvements, or services where the total amount expended is less than \$ ~~25,000.00~~ 50,000.00 and the aggregate total for any single vendor in any single year is less than ~~\$25,000.00~~ 50,000.00 may be made or entered into by the village manager without village council approval.

¹ Deleted text is indicated by a strikethrough and added text is indicated by an underline.

2. *Purchases of ~~\$25,000.00~~ 50,000.00 or more.* Purchases of or contracts for materials, supplies, equipment, improvements, or services where the total amount expended is ~~\$25,000.00~~ 50,000.00 or more shall be awarded by the village council.
3. *Competitive bidding.* Competitive bidding shall apply in the following situations:
 1. As required by state statutes.
 2. As required by federal law.
 3. As required by the terms and conditions of a federal, state or county grant.
 4. Purchase of or contracts for materials, supplies, equipment, improvements, or services where the anticipated cost is estimated to exceed ~~\$25,000.00~~ 50,000.00.

Section 4. Repeal of Conflicting Provisions. The Provisions of the Village of Islamorada Code and all Ordinances or parts of Ordinances in conflict with the provisions of this Ordinance are hereby repealed.

Section 5. Severability. The provisions of this Ordinance are declared to be severable and if any sentence, section, clause or phrase of this Ordinance shall for any reason be held to be invalid or unconstitutional, such decision shall not affect the validity of the remaining sentences, sections, clauses or phrases of the Ordinance but they shall remain in effect it being the legislative intent that this Ordinance shall stand notwithstanding the invalidity of any part.

Section 6. Inclusion in the Code. It is the intention of the Village Council and it is hereby ordained the provisions of this Ordinance shall become and be made part of the Village of Islamorada Code, that sections of this Ordinance may be renumbered or re-lettered to accomplish such intentions, and that the word "Ordinance" shall be changed to "Section" or other appropriate word.

Section 7. Effective Date. This Ordinance shall be effective immediately upon adoption.

[Remainder of this page intentionally left blank]

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

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

PASSED on the first reading this ____ day of _____, 2024.

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

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

PASSED AND ADOPTED on the second reading this ____ day of _____, 2024.

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: John Quick, Interim Village Attorney
Date: March 12, 2024
SUBJECT: **Ordinance Calling for a Referendum to Revise Term Limits -
Second Reading - TAB 19**

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 referendum to modify Council term limits.

During the November 7, 2023 regular Village Council meeting, the draft ordinance passed by a vote of 3-2 with the modification that the ballot question be placed on the November 5, 2024 ballot (rather than March 19, 2024 which was originally included). On November 9, 2023, during the continuation of the November 7 and 9 agenda, a motion for reconsideration of this vote was made. That motion passed by a vote of 3-2.

At its December 14, 2023 meeting, Council gave direction to the Village Attorney to prepare an Ordinance to create a ballot question proposing to remove the term "consecutive" as it relates to the eight-year term limit for Village Councilmembers, thus creating a cumulative time frame.

At its January 9, 2024 meeting, Council passed Ordinance 24-02 to place the ballot question on the November election for the term limit to apply prospectively.

The Village Attorney recently became aware of an out-of-state case which could apply the proposed term limit prospectively, while also retroactively including prior time served on the Council for term limit purposes.

A Business Impact Estimate has been prepared in accordance with section 166.041(4), Florida Statutes.

Analysis:

To avoid any confusion, the Village Attorney drafted this ordinance which would replace Ordinance 24-02 and place new language on the ballot to address the out-of-state case.

Budget Impact:

N/A

Staff Impact:

N/A

Recommendation:

Staff recommends approval of this ordinance.

- Attachments:**
1. 479662705-Ordinance calling for referendum to revise term limits (clarifying language for February RVCM)
 2. 4892604-Business Impact Estimate re proposed term limit election ordinance

ORDINANCE NO. ____

AN ORDINANCE OF ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA, CALLING FOR A REFERENDUM VOTE TO BE HELD WITH THE REGULAR VILLAGE ELECTION ON NOVEMBER 5, 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; REPEALING ORDINANCE NO. 24-02; 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 create a ballot question proposing to remove the term "consecutive" as it relates to the eight year term limit for Village Councilmembers, thus creating a cumulative timeframe; 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, on January 9, 2024, the Village Council passed Ordinance No. 24-02 to place a charter amendment question on the November 5, 2024 ballot which proposes to amended the term of office for Councilmembers; and

WHEREAS, the Village recently became aware of an out-of-state case which could apply the proposed term limit prospectively, while also retroactively including prior time served on the Council for term limit purposes; and

WHEREAS, to avoid any confusion, the Village Council desires to clarify the language of the proposed ballot question; and

WHEREAS, the Village Council desires to submit to the electors of the Village the following proposed Charter Amendment in place of the language set forth in Ordinance No. 24-02.

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:

¹ Deleted text is indicated by a ~~striketrough~~ and added text is indicated by an underline.

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. Beginning with the 2024 Village election, No councilmember shall serve more than eight consecutive years in office.

Section 3. Election Called. A referendum vote is hereby called along with the regular Village election, to be held on November 5, 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 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.

The Village Charter currently provides for an eight-year consecutive term limit. It is proposed that the Village Charter be amended to provide for an eight-year lifetime term limit, whether consecutive or not, beginning with the 2024 Village election.

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, NOVEMBER 5, 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.

The Village Charter currently provides for an eight-year consecutive term limit. It is proposed that the Village Charter be amended to provide for an eight-year lifetime term limit, whether consecutive or not, beginning with the 2024 Village election

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. Repeal of Prior Ordinance. Upon passage of this Ordinance, Ordinance No. 24-02 shall hereby be repealed.

Section 13. 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 _____, 2024.

[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 _____, 2024.

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



BUSINESS IMPACT ESTIMATE¹

Meeting Date: March 12, 2024

Proposed Ordinance Title/Reference

Ordinance Calling for a Referendum to Revise Term Limits.

Summary of Proposed Ordinance and Statement of Public Purpose to be Served

The current Village charter contains the following language on Council term limits: "No councilmember shall serve more than eight consecutive years in office." That provision applies to Councilmembers elected after March 9, 2004.

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 beginning with the 2024 Village election, regardless of whether those years are consecutive in nature.

Estimate of Direct Economic Impact on Private/For Profit Businesses

a. Estimate of Direct Business Compliance Costs:

A change to the term limits for Councilmembers is not intended to impact any business in the Village.

b. New Charges/Fees on Businesses Impacted:

A change to the term limits for Councilmembers is not intended to impact any business in the Village.

c. Estimate of Regulatory Costs:

A change to the term limits for Councilmembers is not intended to impact any regulatory costs.

Good Faith Estimate of Number of Businesses Likely Impacted:

None, as this term limit will only apply to members of the Village Council.

Any Additional Information:

None.

¹ Business Impact Estimate does not apply to the following:

1. Ordinances required for compliance with federal or state law or regulation;
2. Ordinances related to the issuance or refinancing of debt;
3. Ordinances relating to the adoption of budgets or budget amendments, including revenue sources necessary to fund the budget;
4. Ordinances required to implement a contract/agreement;
5. Emergency ordinances;
6. Ordinances relating to procurement;
7. Ordinances enacted to implement the following:
 - a. Part II of Chapter 163, F.S.;
 - b. Sec. 190.005, F.S. and Sec. 190.046, F.S.;
 - c. Sec. 553.73, F.S. (Fla. Building Code);
 - d. Sec. 633.202, F.S. (Fla. Fire Prevention Code).



Council Communication

To: Mayor and Village Council
From: John Quick, Interim Village Attorney
Date: March 12, 2024
SUBJECT: **Ordinance Calling for a Referendum to Establish 4-year Staggered Councilmember Terms - First Reading - TAB 20**

Background:

Section 5(2) of the Village Charter currently provides that the term of office for each Councilmember shall be two (2) years. Presently, all Councilmember seats are up for election at the same time in even-numbered years. At its January regular Village Council meeting, Council gave direction to bring back an ordinance for consideration which would create four-year staggered Councilmember terms.

Historically, the Village has had both 4-year and 2-year terms for Councilmembers. Originally, Councilmember terms were for 4 years. However, pursuant to Ordinance 03-14, which was ultimately approved by the voters at a special election on March 9, 2004, Councilmember terms were reduced to 2 years. The suggestion to reduce Councilmember terms from 4 to 2 years was made by the then-Village Charter Review Committee.

Analysis:

The proposed ordinance, if ultimately approved by the voters, would change the current Councilmember terms from 2 years to 4 years. In doing so, it would also create staggered terms so that every 2 years only a portion of the Councilmember seats would be up for election. In order to establish these staggered terms, the proposed ordinance would award 3 Councilmembers with 4-year terms in the November 2024 election, and 2 Councilmembers with one-time 2-year terms. The 3 members receiving 4-year terms would be any person elected through an unopposed election (up to 3) and then the candidates receiving the highest number of votes in their respective elections for the remaining seats. If no one is elected unopposed, then the 3 Councilmembers receiving the highest number of votes per seat will receive 4-year terms. The remaining 2 elected Councilmembers will receive 2-year terms. Thereafter, the 2 Councilmember seats receiving 2-year terms would be up for election for 4-year terms in November 2026, thus establishing the staggering of terms.

Research indicates that the staggering of terms can begin with the 2024 election, if the ballot question as presented is approved by the voters.

Budget Impact:

Since the Village already has an election for 5 Councilmember seats every 2 years, this should not have a budget impact.

Staff Impact:

Since the Village already has an election for 5 Councilmember seats every 2 years, this should not have a staff impact.

Recommendation:

Attachments: 1. 3L8197304-Ordinance Amending Charter to Provide for Four year staggered terms for March 2024 RVCM

ORDINANCE NO. ____

AN ORDINANCE OF ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA, CALLING FOR A REFERENDUM VOTE TO BE HELD WITH THE GENERAL ELECTION ON TUESDAY, NOVEMBER 5, 2024; PROVIDING FOR SUBMISSION TO THE ELECTORS OF A PROPOSED AMENDMENT TO THE VILLAGE CHARTER PERTAINING TO TERMS OF OFFICE, LENGTH OF TERMS, 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

WHEREAS, the Village Charter of Islamorada, Village of Islands (the "Village") provides that the term of office for Council members shall be two years; and

WHEREAS, the Village Council of Islamorada, Village of Islands (the "Village Council"), gave direction for the Village Attorney to prepare an Ordinance proposing a change in the length of terms for Village Council members from two years to four years and to provide for staggered terms of office; 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 Amendment. 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 read as follows: ¹

If Question No. 1 is approved by referendum:

Section 5(2) *Term of office.* The term of office for councilmembers shall be ~~two~~ four years, effective beginning with the November 2024 election. 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. In order to provide for staggered terms of office, the term of office for the candidates elected at the November 2024 election only shall be split with three candidates serving four-year terms and two candidates serving two-year terms to be implemented upon the certification of the November 2024 election results.

Any candidate elected unopposed in November 2024 pursuant to Section 8(6) of the Village Charter shall receive a four-year term of office ending in November 2028 with no more than two (2) other candidates receiving the highest number of votes respectively per seat elected to a four-year term of office ending in November 2028. The remaining elected candidates shall be elected to a two-year term of office ending in 2026. If no candidates are elected unopposed in November 2024, the three (3) candidates receiving the

¹ Deleted text is indicated by a strikethrough and added text is indicated by an underline.

highest number of votes respectively per seat shall be elected to a four-year term of office ending in November 2028 and the remaining elected candidates shall be elected to a two-year term of office ending in 2026. Commencing with the November 2026 election, all terms of office for councilmembers shall be for four (4) years.

Section 3. Election Called. A referendum vote is hereby called along with the General Election, to be held on Tuesday, November 5, 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 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 Question for the proposed Charter amendment provided for in Section 2 of this Ordinance shall be substantially as follows:

Question No. 1

Increasing Length of Councilmember Terms from Two Years to Four Years with Staggered Terms

It is proposed that the Village Charter be amended to provide for Councilmembers to be elected to a four-year term of office, effective November 2024, including a one-time staggered transition whereby three candidates elected unopposed or receiving the highest number of votes in the November 2024 election receive a four-year term and the

remaining elected candidates receive a two-year term. Thereafter, all terms shall be four years. 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 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, NOVEMBER 5, 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

Increasing Length of Councilmember Terms from Two Years to Four Years with Staggered Terms

It is proposed that the Village Charter be amended to provide for Councilmembers to be elected to a four-year term of office, effective November 2024, including a one-time staggered transition whereby three candidates elected unopposed or receiving the highest number of votes in the November 2024 election receive a four-year term and the remaining elected candidates receive a two-year term. Thereafter, all terms shall be four years. 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 Questions 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.

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 _____, 2024.

[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 _____, 2024.

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

After-Action Report

Update for **March 12, 2024**, Council Meeting

Items are added to this report per direction of a majority of the Village Council provided during meetings of the Village Council. The purpose of this report is to document and track Village Council direction to the Village Manager and subsequently staff provided at public meetings that is not otherwise memorialized through adoption of an ordinance or resolution. The items that appear on the report are to be addressed by the Village Manager and/or responsible staff based on the level of priority determined by the Village Manager. The report will be updated for inclusion in the agenda package of each regular Village Council meeting.

If there are items on the report that the Village Council, Village Manager, or Village Attorney would like to discuss, they may request discussion during the "Supplementary Reports" portion of the agenda. Otherwise, the report is included for informational purposes.

VILLAGE MANAGER (VM)

#VM23-5

Arts & Culture Coordinator

Date of direction: September 19, 2023

Responsible Party: Village Manager

Direction: During budget hearings, Council directed that a non-staff Arts & Culture function be evaluated by the Village Manager.

Actions accomplished:

- Staff confirmed that the scope of the Parks & Recreation Committee pursuant to its establishing resolution does not include an Arts & Culture Coordination function.
- At its meeting on January 9, 2024, the Village Council heard a presentation by Elizabeth Young regarding the County's Council of the Arts and an Art in Public Places Program.
- **Position Posted March 5, 2024**

Next Step(s): **Interviews and selection by HR**

#VM23-6

Strategic Plan

Date of direction: November 7, 2023

Responsible Party: Village Manager

Direction: On November 7, 2023, Council consensus to begin Strategic Planning process at the first Village Council Meeting in January 2024.

Actions accomplished:

- TBD

Next Step(s): **Kimberly Matthews from Monroe County will create a process roadmap that can be used by the Village for a successful SP process.**

#VM23-7

Extension of Tavernier Creek Idle Speed Zone

Date of direction: November 7, 2023

Responsible Party: Environmental Resources Manager

Direction: On 11/07/2023, Council consensus to move forward with looking into an extension of the Tavernier Creek Idle Speed Zone bayside and provide update to Council on 12/12/2023.

Actions accomplished:

- At the December 12, 2023, Regular Village Council Meeting, Environmental Resources Manager Peter Frezza explained the need to extend the idle speed zone and the process to request an extension. The Village Council agreed that the Village should request an extension of the Idle Speed Zone.
- Peter Frezza contacted the Monroe County Marina Resources Office and began the discussion with County staff regarding the potential extension and learned what this would entail.

Council Directed Actions and Policies Status Report

Update for **March 12, 2024**, Council Meeting

- Peter Frezza has been coordinating with Monroe County Marine Resources staff, FWC staff, MCSO staff, and local stakeholders on the logistics and steps needed to extend the zone.
- At their meeting on January 31, 2024, the Monroe County BOCC gave direction to their Marine Resources staff to proceed with moving forward with the necessary permitting steps needed to establish the extension of the Slow Speed Minimum Wake (SSMW) zone.
- Peter Frezza gathered letters of support for establishing the extension.

Next Step(s): Islamorada staff will continue to work with Monroe County, FWC, and the local sheriff's office on the necessary regulatory requirements for the establishment of the extension of the SSMW zone. Completed – will be removed.

#VM23-9

National Audubon Society use of Village-owned property

Date of direction: December 12, 2023

Responsible Party: Environmental Resources Manager

Direction: On September 11, 2023, the Village entered into a Revocable License and Hold Harmless Agreement with the National Audubon Society (NAS) for use of canal front Village-owned property by the NAS to dock up to three research boats and for parking of up to three vehicles. Due to an increase in use of the same property by kayakers and fishers seemingly associated with the use by the NAS, at its meeting on December 12, 2023, the Village Council directed that Village staff should (1) try to determine how other uses are accessing the property, (2) investigate whether use of the basin at the Green Turtle Hammock by the NAS would be a better arrangement for the Village, and (3) confer with the NAS to see if their use of the basin at the Green Turtle Hammock instead would be possible if the Village determines relocation is preferred.

Actions accomplished:

- Village staff have been visiting the property to determine use other than by NAS. No other use has been observed. Village staff have contacted NAS staff to determine any other use of the property as well. NAS staff have not observed anyone else utilizing the property.
- Village staff have contacted NAS Director Jerry Lorenz to discuss the use of the basin at the Green Turtle Hammock rather than the Village owned Machado property. Jerry has indicated that it is a better and more convenient situation for them to utilize the Machado property for their vessels. They would like to continue with this agreement. If the Machado property becomes unavailable to them, they are appreciative and would be interested in discussing the use of the Green Turtle Hammock basin for their vessels.
- Village staff continue to visit the property to determine use. Village staff engaged MCSO to patrol the area, which they have been doing. They have reported that they have not observed any usage other than by NAS staff.
- Monroe County Sheriff's officers routinely patrolled the property and assisted with the removal of one vessel not authorized to moor at the dock.

Next Step(s): Continue to monitor the Village-owned property to determine usage.

#VM24-01

Purchase of Island Community Church Building

Date of direction: January 9, 2024

Responsible Party: Village Manager

Direction: Vice Mayor Mahoney requested a discussion item on the January 9, 2024, Council meeting agenda regarding a proposal that the Village purchase property owned by the Island Community Church to build a new library in cooperation with Monroe County. The Village Council directed the Interim Village Manager, who is also Director of the Library System for Monroe County, to approach the County about this idea. The Council also directed that staff should communicate with the owners of the building to find out their sales price.

Actions accomplished:

- Initial conversations have been held between the Village and County staff.

Next Step(s): A new Islamorada branch library is not on the County's 5 year capital plan. The Village may consider acquisition of property and potential financial contributions from the Village or community sources for a split investment in the building of a facility.

Council Directed Actions and Policies Status Report

Update for **March 12, 2024**, Council Meeting

#VM24-02

Village Flag Contest

Date of direction: January 9, 2024

Responsible Party: Village Manager

Direction: At the January 9, 2024, Council meeting, Council Member Gregg presented information, including a TED Talk video, regarding flags and their significance. Following the presentation, the Village Council directed staff to develop rules and procedures for a Village flag contest. A related resolution needs to be drafted and brought back to the Council for consideration and approval.

Actions accomplished: Initial draft of resolution has been prepared. Revisions and finalization to follow.

Next Step(s): Resolution is on the 3/12/2024 Village Council meeting agenda.

#VM24-03

Training/Onboarding Program for Newly-Elected Council Members

Date of direction: February 13, 2024

Responsible Party: Village Clerk

Direction: At February 13, 2024, Council meeting, Council Member Jolin requested that staff create a formal training and onboarding process for new Council members that they would receive before their first substantive meeting after election. All Village Council members agreed.

Actions accomplished: TBD

Next Step(s): It is anticipated that after the start of the new Village Manager, he will work with the Village Clerk's office to establish this program.

PLANNING (PL)

#PL23-01

Transfer of Development Rights (TDRs) in the Village Code

Date of direction: March 2, 2023

Responsible Party: Planning Director

Direction: On 3/02/2023, Council consensus to address inconsistencies in TDR section of the Code related to habitat classifications.

Actions accomplished:

- In June 2023, the Planning Department had a conference call with DEO regarding the TDR ordinance. The Planning Department received feedback on how to proceed with changes that DEO would support.
- On February 22nd the Planning Director spoke with Rebecca Jetton regarding the Council's request and asked her to begin the work of addressing the inconsistencies and recommending potential changes to the ordinance.

Next Step(s): Rebecca Jetton will continue to work on this item.

#PL23-02

Preexisting Non-conforming Structures, specifically setbacks for tiki huts.

Date of direction: September 21, 2023

Responsible Party: Planning Director

Direction: On September 21, 2023, the Village Council gave direction to create a comprehensive solution for preexisting non-conforming structures, specifically related to setbacks for tiki huts.

Actions accomplished:

- Staff is working with the attorney for the applicant to determine best practices regarding this issue.
- The attorney for the applicant provided some feedback. Staff is still looking at potential "fixes"

Next Step(s): Staff is requesting additional time to work on this issue. We will be able to have some recommendations within the next 3 months.

Council Directed Actions and Policies Status Report

Update for **March 12, 2024**, Council Meeting

#PL23-03

Vacant parcel analysis

Date of direction: September 21, 2023

Responsible Party: Planning Director

Direction: On 9/11/2023, Council gave direction to review all vacant parcels in the Village with regard to potential developability.

Actions accomplished:

- Due to Hurricane Evacuation Report, staff has done preliminary analysis.

Next Step(s): Staff will continue to evaluate vacant lots over the Spring and Summer of 2024.

#PL23-04

Noise Ordinance

Date of direction: September 28, 2023

Responsible Party: Planning Director

Direction: On 9/28/2023, Council consensus to schedule a noise ordinance workshop.

Actions accomplished:

- **The workshop was held on February 22, 2024**

Next Step(s): **Completed – will be removed.**

#PL23-05

Rezoning of properties at Village incorporation

Date of direction: September 28, 2023

Responsible Party: Planning Director

Direction: On 9/28/2023, Council consensus to investigate how properties were rezoned at incorporation and ways to address perceived oversights in rezoning.

Actions accomplished:

- In September 2023, Planning Director and Village Attorney began discussions about potential actions.

Next Step(s): Continue conversation and come up with a plan of action with incoming Village Manager.

#PL23-06

Possible update to Environmental Standards in the Village Code

Date of direction: November 7, 2023

Responsible Party: Planning Director

Direction: On 11/07/2023, Council consensus to compare Environmental Standards in the Village Code with Monroe County and consider updates for more consistency with County.

Actions accomplished:

- Village Biologist/Sr. Environmental Planner has begun looking at the Environmental Standards and comparing with the Monroe County Standards.

Next Step(s): Staff will have a report back to the Council in **April 2024**.

#PL23-07

Human Remains at Tea Table Key

Date of direction: November 7, 2023

Responsible Party: Planning Director and Village Attorney

Direction: On 11/07/2023, Council gave direction to inform current owner of historical report of the discovery of human remains on property and determine if Village has responsibility for any additional reporting.

Actions accomplished:

- **The owner has been made aware of potential human remains on the property. There is no additional reporting for the Village.**

Next Step(s): **Completed – will be removed.**

Council Directed Actions and Policies Status Report

Update for **March 12, 2024**, Council Meeting

#PL23-09

Affordable Housing Unit Reservation

Date of direction: November 9, 2023

Responsible Party: Planning and Development Services

Direction: In response to a request that 8 affordable housing units (from the 300 units expected from the State) be reserved for Coral Bay Marina, the Village Council directed that the Village should adopt a related policy before considering the reservation for Coral Bay Marina. Council also directed that 8 units should be re-reserved for the Woods Avenue lots owned by the Village.

Actions accomplished:

- Monroe County Code section 138-24 (b) explains the criteria for reservations. The application is a letter addressed to the Planning Director requesting the reservation.

Next Step(s): Staff will use this Code section as a template for draft to the Council.

#PL24-01

Accessory Dwelling Units

Date of direction: January 11, 2024

Responsible Party: Planning and Development Services

Direction: The Planning Director should research and prepare a presentation to the Village Council on Accessory Dwelling Units.

Actions accomplished:

- TBD

Next Step(s): TBD

#PL24-02

Elimination of Buffer Requirement in Residential Zoning Districts

Date of direction: February 13, 2024

Responsible Party: Planning and Development Services

Direction: The Planning Director should research and prepare a Code change to eliminate buffer requirements in residential zoning districts. The Planning Director is to recommend to which zoning districts the elimination of buffer requirements should apply.

Actions accomplished:

- TBD

Next Step(s): TBD

#PL24-03

Local Planning Agency

Date of direction: February 13, 2024

Responsible Party: Planning and Development Services

Direction: After a suggestion that the Local Planning Agency (LPA) comprised of residents be eliminated and replaced with the Village Council serving in that capacity, the Council directed that the Planning Director should assess the LPA processes and related costs and return with recommendations on how the LPA might be changed.

Actions accomplished:

- TBD

Next Step(s): TBD

Council Directed Actions and Policies Status Report

Update for **March 12, 2024**, Council Meeting

#PL24-04

Ordinance Related to Variance for Minor Relaxation of Minimum Lot Area

Date of direction: January 11, 2024

Responsible Party: Planning and Development Services

Direction: The Planning Director should revisit the previously considered ordinance related to a lot area variance. The Planning Director should consider only allowing the variances for affordable housing projects and should determine the number of properties affected by this potential change.

Actions accomplished:

- TBD
- **Next Step(s):** TBD

PUBLIC WORKS (PW)

#PW23-01

The Fills

Date of direction: ongoing since 2014

Responsible Party: Public Works Director

Direction: On August 17, 2023, Council adopted Resolution No. 23-08-77 approving consultant to update the Master Plan for the Fills to remove all parking, turn lanes, underpass and passive park amenities and to design demolition of existing parking. At the RVC on December 12, 2023, Councilman Rosenthal expressed concern over the delayed timeline for work on the Fills by FKA and FDOT and its impact on the Village's efforts to control parking and use. The Village Council directed that Village staff should reach out to FDOT to see if boulders could be placed in the areas of the Fills where traffic cones and tape have been placed and in the areas where parking is currently available to effectively create the limitations on parking and use that the Village is ultimately seeking. Council's goal is to decrease overtime expense for staff to sit at the Fills to control access.

Actions accomplished:

- As of November 8, 2023, requisite survey of entire Fills underway.
- On December 13, 2023, Public Works Director A J Engelmeyer spoke with his contact at FDOT about the Village's request to place boulders along the Fills and to ask what could be done to keep people from parking in the clear zone that would result between the boulders and the Overseas Highway.
- By the meeting on January 9, 2024, FDOT confirmed that the Village could place boulders along the right of way on the Fills outside of the clear zone.
- **Staff has confirmed with FDOT that the clear zone for the fills area is 36 feet. All boulders and other above ground hazards are required to be placed outside of the clear zone.**
- **Draft design plans containing the removal of the parking areas and the remediation of the asphalt removed have been provided to staff for review.**

Next Step(s): The Public Works Director **will seek direction for the Village Council on whether they would still like to move forward with placement of boulders in the Fills area. Completed design plans will be given to FDOT for consideration of amending the current agreement.**

#PW23-02

Founders Park Baseball Field Improvement Project

Date of direction: August 17, 2023

Responsible Party: Public Works Director

Direction: Following presentation of preliminary proposal for the update to the baseball field at Founders Park on August 17, 2023, Council gave direction to be kept up-to-date and to be afforded the opportunity provide input at each stage of the project. At its meeting on 12/12/2023, the Village Council authorized the Village Attorney to continue working with the attorney for the Monroe County School District (MCSD) to update the Interlocal Agreement between the two parties. Council also directed the Village Manager to communicate with staff from the MCSD and Coral Shores High School to schedule a community meeting to explain the general concept of the improvement project and seek input from the public.

Council Directed Actions and Policies Status Report

Update for **March 12, 2024**, Council Meeting

Actions accomplished:

- At the November 9, 2023, RVC, the Village Attorney reported that he is reviewing a proposed ILA provided by the School Board and has made changes in the interests of the Village. Per Council direction at the December 12, 2023, RVC, the Village Attorney continues to work on all of the agreements needed between the Village and the MCSD.
- On December 14, 2023, Village staff reached out to Patrick Lefere of the MCSD requesting the best point of contact to coordinate the community meeting and suggesting a meeting in January 2024.
- The Village Attorney confirmed that a final version of the ILA and other related documents will be presented to the Village Council for approval at a future meeting and that no construction will commence until the Village Council has approved the project.
- A community workshop was held by the Village on March 4, 2024. Interim Village Manager Kimberly Matthews facilitated and Patrick Lefere from the MCSD presented, answered questions and took comments from the public.

Next Step(s): The new Village Manager will work with the MCSD on next steps

VILLAGE ATTORNEY (VA)

#VA23-2

Village Manager Contract

Date of direction: November 7, 2023

Responsible Party: Village Attorney

Direction: On November 7 2023, Council consensus to have Village Attorney revise and update the Village Manager contract with respect to reasonable pay range and other elements for Council review and input.

Actions accomplished:

- At the February 13, 2024, Village Council meeting, the Village Council agreed to offer the position of Village Manager to Robert Cole. The Village Council directed that at or before the March 13, 2024 Village Council meeting, the Village Attorney should contact Mr. Cole to finalize an employment contract for presentation to the Village Council.
- Initial contact with Mr. Cole has been made and a more substantive discussion is scheduled for February 19, 2024.

Next Step(s): Approval of Village Manager agreement with Robert Cole. The plan is for it to be completed and presented to the Council on or before March 12, 2024, subject to negotiations since the finalizing of the agreement is not solely within the control of the Village Attorney's office.

#VA23-4

Reimbursement of Professional Fees Incurred to Defend Civil/Criminal/Ethical Lawsuits

Date of direction: December 12, 2023

Responsible Party: Village Attorney

Direction: On December 12, 2023, the Village Council directed that the Village Attorney to draft an ordinance similar to the County ordinance that the Village has adhered to whereby Village Council members, the Village Manager, and Department Heads, may be reimbursed for legal and other professional fees incurred to defend lawsuits claiming civil, criminal or ethical malfeasance whenever the Respondent is found to be not guilty.

Actions accomplished:

- An ordinance for first reading is on the agenda for the January 9, 2024, meeting for Village Council consideration.

Next Step(s): The ordinance passed on first reading. Second reading will occur at the February 13, 2024, Council meeting. The ordinance passed on second reading on February 15, 2024 and is now considered complete.

Council Directed Actions and Policies Status Report

Update for **March 12, 2024**, Council Meeting

#VA23-5

Analysis of collective bargaining agreement related to potential Fire Boat Emergency Response program

Date of direction: December 12, 2023

Responsible Party: Village Attorney

Direction: On December 12, 2023, the Village Council directed that the Village Attorney to analyze the Fire CBA to advise of potential implications which may result from the creation of a Fire Boat Emergency Response program.

Actions accomplished:

- **Awaiting full proposal in order to complete analysis.**

Next Step(s): TBD

#VA24-1

Staggered four year terms for Councilmember

Date of direction: February 13, 2024

Responsible Party: Village Attorney

Direction: On February 13, 2024, the Village Council directed that the Village Attorney prepare an ordinance to place a proposed ballot question on the November 2024 election. The ballot question would be for the proposal to change from 2-year Councilmember terms to 4-year staggered terms

Actions accomplished:

- Initial draft of ordinance has been completed. Additional research as to whether an effective date (if passed) of November 2024 or November 2026 is appropriate is still required.

Next Step(s): Complete research on effective date to finalize ordinance for Council consideration.

FINANCE (FN)

#FN23-01

Purchasing Policy and Procedures Update

Date of direction: August 2, 2023

Responsible Party: Finance Director

Direction: On August 2, 2023, Council gave direction to update the Purchasing Policy and Procedures specific to the dollar amount for Village Manager Authorization.

Actions accomplished:

- In August, 2023, Finance Director gathered the policies of Monroe County and local municipalities for comparison and reached out the Government Finance Officers Association (GFOA) for standard practices, guidance, and future review.
- At its meeting on January 9, 2024, the Village Council directed that the Village's purchasing guidelines should include a "green policy" whereby the Village must consider electric alternatives whenever anything with a motor is being purchased.

Next Step(s): A first reading of an amendment to the Purchasing Ordinance to increase Village Manager authority to \$50,000.00 is included on the 3/12/2024 Council meeting agenda. The Finance Director continues to work on an updated Purchasing Policy and Procedures manual for ultimate presentation to the Village Council.

#FN24-01

Grant Writing Services

Date of direction: January 9, 2024

Responsible Party: Finance Director

Direction: On January 9, 2024, Council gave direction for staff, primarily the Village Manager and Finance Director, to consider the needs of the Village with regard to grant writing services and determined whether contracting the services or hiring a staff position is warranted.

Council Directed Actions and Policies Status Report

Update for **March 12, 2024**, Council Meeting

Actions accomplished:

- Internal discussions including the Interim Village Manager, Finance Director, and Procurement and Grants Administrator have subsequently been held. Staff agreed that it would be helpful to engage the services of a grant writing contractor to potentially find, apply for, and administer grants for the Village to supplement staff efforts.

Next Step(s): The Finance Department has an RFP for grant writing services already drafted from a prior procurement. Staff will update the RFP and publish it by the end of **March 2024**.

PARKS & RECREATION (PR)

#PR23-01

Founders Park Plan

Date of direction: September 19, 2023

Responsible Party: Founders Park Director

Direction: By inclusion in the FY 23-24 budget, the Village Council authorized a project to engage the services of a design engineer to evaluate how additional pickleball courts might be added in Founders Park at the location where there are three courts adjacent to the Community Center. Related discussion was held during the budget process. At its meeting on December 12, 2023, the Village Council clarified that its preference would be to have a full Founders Park Master Plan prepared.

Actions accomplished:

- After the start of the new fiscal year, the Founders Park Director reached out to K2M Design, Inc., which is one of the design engineers in the Village's engineering library of contractors selected as a result of a competitive bid process. K2M provided a cost proposal of \$21,280.00 to develop the requested site plan, and the Village Manager entered into Work Authorization #2 under the existing CSA effective October 30, 2023. K2M is working on the plan. The scope includes a presentation to the Village Council where revisions to draft plans may be requested by the public.
- At its meeting on December 12, 2023, the Village Council clarified that its preference would be to suspend the work being done by K2M under Work Authorization #2, which specified the pickleball court area, and to have a full Founders Park Master Plan prepared, including the areas near Village Hall, and for the plan to consider future needs of the community and other program facilities that might be considered.
- On December 13, 2023, Village staff met with K2M staff to preview plans they had prepared for the pickleball court area. At the meeting, Village staff requested that K2M suspend its services under Work Authorization #2 and provide the Village with a cost quote to prepare a full Founders Park Master Plan.

Next Step(s): A cost proposal from K2M for the expanded services at a cost of \$66,360.00 has been received. The proposal will be held pending the start of a permanent Village Manager. Village staff may subsequently seek guidance from the Village Council on whether the Village should amend Work Authorization No. 2 with K2M or whether the Council would like staff to issue a new RFQ for these services at a future meeting.

FIRE (FR)

#FR23-01

Request to Establish a Marine-Based Emergency Response Program and Acquire Vessel(s)

Date of direction: December 12, 2023

Responsible Party: Fire Chief

Direction: In response to a presentation by and request from the Fire Chief to establish a Marine-Based Emergency Response Program and potentially acquire two vessels (one short-term acquisition through acceptance of a donation and the second a long-term acquisition through use of legislative appropriation funding), the Council directed that the Fire Chief should return with more information regarding the vessel he would like the Village to accept as a donation from the Islamorada Firefighters Benevolent Association and more information on the costs associated with establishing and managing an ongoing program, including CBA implications.

Actions accomplished:

- **The Fire Chief is gathering information for a presentation to the Village Council.**

Next Step(s): **TBD.**

Council Directed Actions and Policies Status Report

Update for **March 12, 2024**, Council Meeting

COMPLETED

#VM23-1

Human Resources Assistant – FY 23-24 Position

Date of direction: September 19, 2023

Responsible Party: Reports to Human Resources Director

Direction: By inclusion in the FY 23-24 adopted budget, the Village Council authorized hiring for this position.

Actions accomplished:

- Position has been filled.

#VM23-2

Planning & Development Services Director – FY 23-24 Position

Date of direction: September 19, 2023

Responsible Party: Reports to Village Manager

Direction: By inclusion in the FY 23-24 adopted budget, the Village Council authorized hiring for this position.

Actions accomplished:

- At a Special Call meeting on January 22, 2024, the Village Council directed that funding for this position be used for an Assistant or Deputy Village Manager position.

Next Step(s): The FTE for this position will be eliminated, and this item will be removed from the After Action Report.

#VM23-3

Resiliency & Sustainability Planner – FY 23-24 Position

Date of direction: September 19, 2023

Responsible Party: Reports to Planning Director

Direction: By inclusion in the FY 23-24 adopted budget, the Village Council authorized hiring for this position.

Actions accomplished:

- Position has been filled.

#VM23-4

Facility & Grounds Maintenance Worker – FY 23-24 Position

Date of direction: September 19, 2023

Responsible Department/Party: Village Manager; Reports to Founders Park Director

Direction: By inclusion in the FY 23-24 adopted budget, the Village Council authorized hiring for this position.

Actions accomplished:

- Position has been filled.

#VM23-8

Explanation of Notification Process for use of Great Lawn by the Florida Keys Mosquito Control District (FKMCD)

Date of direction: December 12, 2023

Responsible Party: Village Manager

Direction: At its meeting on December 12, 2023, the Village Council approved an ILA with the FKMCD to allow the agency to utilize the Great Lawn at Founders Park periodically to refuel helicopters and reload them with product for dissemination via air. The Village Council further directed that staff should return with an explanation of the notification chain for use of the Great Lawn, including notices published on the Village's website and distributed via email and the GoGov application.

Actions accomplished:

- Village staff and FKMCD staff prepared a Memorandum of Understanding detailing the notification process.

Next Step(s): The MOU covering the notification process has been sent to the Village Council via email and will be followed by staff of both parties.

Council Directed Actions and Policies Status Report

Update for **March 12, 2024**, Council Meeting

#VM23-10

Renewal of Attention Media Engagement

Date of direction: December 12, 2023

Responsible Party: Village Manager

Direction: At the RVCM on December 12, 2023, the Village Council directed that the Village Manager should revise the proposed agreement to engage Attention Media for social media outreach services in accordance with comments provided by the Council at that meeting and that the Manager should present a revised agreement at the January 9, 2024 meeting.

Actions accomplished:

- A revised agreement was drafted and included on the January 9, 2024 agenda. The item was removed from the agenda at the beginning of the meeting. Council agreed that the contract should continue on a month-to-month basis.

Next Step(s): On January 22, 2024, the Interim Village Manager provided required 10 days' notice that the Attention Media contract is terminated effective February 1, 2024. This item will be closed.

#PL23-08

Draft List of Village-Owned Properties Appropriate for Affordable Housing

Date of direction: November 9, 2023

Responsible Party: Planning and Development Services

Direction: For inventory list presented to the Village Council (Tab 1 of 11/9/23 agenda), the Council directed that the Village's biologist should review the properties on the list and identify those that contain high hammock and may be considered environmentally sensitive. The Council requested a short narrative on each property to include whether the property is on the bayside or oceanside with aerial photos of each lot with a street view, if possible. The Village Council also requested that the Planning Department review the restrictions that may have been associated with lots donated to the Village for BPAS points.

Actions accomplished:

- Village Biologist has prepared a report on the habitats of the listed properties and presented it to the Village Council at its meeting on January 9, 2024. The Village Council agreed that the first four properties on the list were appropriate for affordable housing development.

Next Step(s): Completed

#VA23-3

Form 6 (Full and Public Disclosure of Financial Interests) Professional Fees

Date of direction: December 12, 2023

Responsible Party: Village Attorney

Direction: On December 12, 2023, the Village Council directed that the Village Attorney should research ethics attorneys that do not work for the Weiss, Serota law firm that the Village might engage to assist Village Council members and the Village Manager to prepare the Form 6 that will be required in 2024.

Actions accomplished:

- The Village Attorney and Interim Village Manager entered into a legal services agreement with Mark Herron of Messer Caparello, PA.

Next Step(s): TBD

#VA23-1

Referendum to increase Council Compensation to \$1,500.00 monthly

Date of direction: November 7, 2023

Responsible Party: Village Attorney

Direction: On 11/07/2023, Council consensus to have Village Attorney draft an ordinance for Council consideration to increase Council compensation to \$1,500.00 monthly through referendum.

Actions accomplished:

- Village Attorney drafting ordinance for presentation to Council on 12/12/2023.

Next Step(s): The ordinance passed on second reading at the January 9, 2024, Council meeting. The item will appear on the November 2024 election ballot.