



Islamorada, Village of Islands

REGULAR VILLAGE COUNCIL MEETING

June 11, 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. PUBLIC COMMENT

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

V. CITIZENS' ADVISORY COMMITTEE REPORTS & APPOINTMENTS

- A.** Nearshore Water Regulations Citizens Advisory Committee Report - Dianne Harbaugh, Chair - **TAB 1**
- B.** Workforce Affordable Housing Citizens Advisory Committee Report - Don Horton, Vice Chair - **TAB 2**
- C.** Parks and Recreation Citizens Advisory Committee Report - Carolyn Wightman, Chair - **TAB 3**

VI. MAYOR / COUNCIL COMMUNICATIONS

- A.** Mayoral Appointments of Committee Council Liaisons - **TAB A**
- B.** Discussion of Development Review Committee (Council Member Jolin) - **TAB B**
- C.** Discussion of Land Acquisition Advisory Committee Draft Action Plan to Retire Development Rights (Council Member Gregg) - **TAB C**

VII. VILLAGE ATTORNEY / VILLAGE MANAGER COMMUNICATIONS

- A.** Village Manager Evaluation - **TAB D**
- B.** Property Disposition Update: Island Silver and Spice Properties, and the Machado Property - **TAB 4**

VIII. CONSENT AGENDA

- A. Approval of Minutes: - **TAB 5**
May 7, 2024 Executive Session
May 7, 2024 Regular Village Council Meeting
May 9, 2024 Land Use Council Meeting
Amended December 12, 2023 Regular Village Council Meeting (Marne McGrath, Village Clerk)
- B. Resolution Approving Recommendation and Agreement for Founders Park Breakwater Restoration Project - **TAB 6** (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 24-07 EVALUATION COMMITTEE FOR SELECTION OF A CONTRACTOR FOR THE FOUNDERS PARK BREAKWATER RESTORATION PROJECT; AUTHORIZING THE VILLAGE MANAGER AND VILLAGE ATTORNEY TO NEGOTIATE AN AGREEMENT FOR THE REQUESTED SERVICES; AUTHORIZING THE VILLAGE MANAGER TO EXECUTE THE AGREEMENT; AUTHORIZING THE VILLAGE MANAGER TO EXPEND BUDGETED FUNDS; AND PROVIDING AN EFFECTIVE DATE
- C. Resolution Approving Work Authorizations with Conch Tree & Landscape Professionals 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 CONCH TREE & LANDSCAPE PROFESSIONALS 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
- D. Resolution Approving FY 2023-2024 Purchases from Municipal Emergency Services for Services and Supplies - **TAB 8** (Terry Abel, Fire Chief)
A RESOLUTION OF THE VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA, APPROVING FISCAL YEAR 2023-2024 EXPENDITURES FROM MUNICIPAL EMERGENCY SERVICES TO SERVICES AND SUPPLIES TO THE FIRE RESCUE DEPARTMENT; AUTHORIZING THE VILLAGE MANAGER TO EXPEND BUDGETED FUNDS; AUTHORIZING A WAIVER OF COMPETITIVE BIDDING; AND PROVIDING FOR AN EFFECTIVE DATE
- E. Resolution Approving the Purchase of the Thorguard Lightning Prediction and Warning System for Founders Park - **TAB 9** (Maria Bagiotti, Founders Park Director)
A RESOLUTION OF THE VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA, APPROVING THE PURCHASE

OF THOR GUARD TG360 LIGHTNING PREDICTION/DETECTION & WARNING SYSTEM FROM THOR GUARD, INC. FOR THE VILLAGE PARKS & RECREATION DEPARTMENT; AUTHORIZING THE VILLAGE MANAGER AND VILLAGE ATTORNEY TO EXECUTE NECESSARY DOCUMENTS; AUTHORIZING THE VILLAGE MANAGER TO EXPEND BUDGETED FUNDS; AUTHORIZING WAIVER OF COMPETITIVE BIDDING; AND PROVIDING FOR AN EFFECTIVE DATE

- F. Request for Authorization to Dispose of Surplus Vehicle - 2008 Ford F-350 - **TAB 10** (Terry Abel, Fire Chief)

A RESOLUTION OF THE VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA, DECLARING THE 2008 FORD F-350 PICK-UP TRUCK AS SURPLUS PROPERTY; AUTHORIZING DISPOSAL OF THE ASSET; AND PROVIDING AN EFFECTIVE DATE

- G. Resolution Approving Interlocal Agreement with Monroe County for FY 2024-2025 Boating Improvement Funds for the Islamorada Buoy Maintenance Program - **TAB 11** (Mary Swaney, Procurements & Grants Administrator)

A RESOLUTION OF THE VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA, APPROVING THE INTERLOCAL AGREEMENT BETWEEN MONROE COUNTY, FLORIDA, AND ISLAMORADA, VILLAGE OF ISLANDS, TO PROVIDE REIMBURSEMENT FUNDING FROM BOATING IMPROVEMENT FUNDS DURING FISCAL YEAR 2024-2025; AUTHORIZING VILLAGE OFFICIALS TO IMPLEMENT THE TERMS AND CONDITIONS OF THE AGREEMENT; AUTHORIZING THE VILLAGE MANAGER TO EXECUTE THE AGREEMENT; AUTHORIZING THE VILLAGE MANAGER TO EXPEND BUDGETED FUNDS; AND PROVIDING FOR AN EFFECTIVE DATE

- H. Resolution Approving Reimbursement of Legal Fees to Joseph B. Pinder III for Defense of Ethics Complaint - **TAB 12** (John Quick, Interim Village Attorney)

A RESOLUTION OF THE VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA, AUTHORIZING THE PAYMENT OF \$2,610.00 TO JOSEPH B. PINDER III FOR REIMBURSEMENT FOR LEGAL SERVICES PERFORMED BY MESSER CAPARELLO, P.A. RELATING TO THE REPRESENTATION OF MAYOR PINDER IN HIS OFFICIAL CAPACITY AS A COUNCILMEMBER; PROVIDING FOR AUTHORIZATION; AND PROVIDING FOR AN EFFECTIVE DATE.

- I. Resolution Ratifying Increasing Authorized Purchases from KB Vacuum through the End of FY 2023-2024 - **TAB 13** (A.J. Engelmeyer, Public Works Director)

A RESOLUTION OF THE VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA, RATIFYING INCREASING AUTHORIZED PURCHASES FROM KB VACUUM SOLUTIONS, LLC. THROUGH THE END OF FY 2023-2024; AUTHORIZING THE

VILLAGE MANAGER TO EXPEND BUDGETED FUNDS; AND PROVIDING FOR AN EFFECTIVE DATE

- J. Resolution Approving a Second Amendment to Work Authorization 2 with CHA Consulting for Capital Projects at the NPK Pump Station - **TAB 14** (A.J. Engelmeyer, Public Works Director)

APPROVING A SECOND AMENDMENT TO CONTINUING SERVICES AGREEMENT AND TO WORK AUTHORIZATION NO. 2 BETWEEN CHA CONSULTING, INC., AND THE VILLAGE FOR DESIGN AND CONSTRUCTION ENGINEERING SERVICES FOR CAPITAL PROJECTS AT THE NORTH PLANTATION KEY (NPK) PUMP STATION

- K. Resolution Approving the Purchase of a SPHD Dump Style Premix Heater for the Public Works Department - **TAB 15** (A.J. Engelmeyer, Public Works Director)

A RESOLUTION OF THE VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA, PIGGYBACKING THE FLORIDA OMNIA PARTNERS CONTRACT NO. 05-77 AND APPROVING THE PURCHASE OF A SPHD DUMP STYLE PREMIX HEATER HOT MIX ASPHALT TRAILER FROM JET – VAC EQUIPMENT COMPANY FOR THE VILLAGE PUBLIC WORKS DEPARTMENT; AUTHORIZING THE VILLAGE MANAGER TO EXECUTE NECESSARY DOCUMENTS; AUTHORIZING THE VILLAGE MANAGER TO EXPEND BUDGETED FUNDS; PROVIDING FOR A WAIVER OF COMPETITIVE BIDDING; AND PROVIDING FOR AN EFFECTIVE DATE

- L. Resolution Approving Interlocal Agreement with Key Largo Fire and Emergency Medical Services District - **TAB 16** (Terry Abel, Fire Chief)

A RESOLUTION OF THE VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA ADOPTING THE INTERLOCAL AGREEMENT BETWEEN THE KEY LARGO FIRE AND EMERGENCY MEDICAL SERVICES DISTRICT AND ISLAMORADA, VILLAGE OF ISLANDS TO PROVIDE LENDING OF FIRE RESCUE EQUIPMENT; 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

- M. Resolution Memorializing the Implementation of Staggered Terms for LPA Members and Extending the Terms of Cheryl Culberson, Lorie LaLonde, and James Rhyne for an Additional Year until May 2026 - **TAB 17** (Marne McGrath, Village Clerk)

A RESOLUTION OF THE VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA, MEMORIALIZING THE EXTENSION OF TERMS FOR LOCAL PLANNING AGENCY MEMBERS CHERYL CULBERSON, LORIE LALONDE, AND JAMES RHYNE THROUGH MAY 2026 TO IMPLEMENT

**STAGGERED TERMS AS REQUIRED BY ORDINANCE 23-05;
AND PROVIDING AN EFFECTIVE DATE**

IX. RESOLUTIONS

- A.** Resolution Approving the Recommendation and Agreement for RFP 24-09 Founders Park Master Plan - **TAB 18** (Maria Bagiotti, Founders Park Director)

A RESOLUTION OF THE VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA APPROVING THE SELECTION AND RECOMMENDATION OF THE RFP 24-09 EVALUATION COMMITTEE FOR THE COMPLETION OF A MASTER PLAN FOR FOUNDERS PARK; AUTHORIZING THE VILLAGE MANAGER AND VILLAGE ATTORNEY TO NEGOTIATE AN AGREEMENT FOR THE PROJECT; AUTHORIZING THE VILLAGE MANAGER TO EXECUTE THE AGREEMENT; AUTHORIZING THE VILLAGE MANAGER TO EXPEND BUDGETED FUNDS; APPROVING A BUDGET AMENDMENT; AND PROVIDING FOR AN EFFECTIVE DATE

- B.** Resolution Approving FDOT SFY 2024 Public Transit Service Development Program Grant Agreement for Expanded Ridesharing Services - **TAB 19** (Mary Swaney, Procurements & Grants Administrator, Robert Cole, Village Manager)

A RESOLUTION OF THE VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA, ACCEPTING THE GRANT AWARD FROM THE FLORIDA DEPARTMENT OF TRANSPORTATION; APPROVING THE GRANT AGREEMENT G2M67 BETWEEN THE FLORIDA DEPARTMENT OF TRANSPORTATION AND ISLAMORADA, VILLAGE OF ISLANDS TO PROVIDE REIMBURSEMENT FUNDING FOR PUBLIC TRANSPORTATION DEVELOPMENT THROUGH EXPANSION OF THE FREEBEE PROGRAM; AUTHORIZING THE VILLAGE MANAGER TO EXECUTE THE AGREEMENT; AUTHORIZING VILLAGE OFFICIALS TO IMPLEMENT THE TERMS AND CONDITIONS OF THE AGREEMENT; AUTHORIZING THE VILLAGE MANAGER TO EXPEND BUDGETED FUNDS; AND PROVIDING AN EFFECTIVE DATE

- C.** Resolution Approving Agreement for Freebee Ridesharing Services in Conjunction with FDOT SFY24 Public Transit Service Development Grant (Year 1) - **TAB 20** (Mary Swaney, Procurements & Grants Administrator, Robert Cole, Village Manager)

A RESOLUTION OF THE VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA, APPROVING EXECUTION OF AN AGREEMENT WITH BEEFREE, LLC., d/b/a FREEBEE WITH EXTENDED SERVICE HOURS; AUTHORIZING VILLAGE OFFICIALS TO IMPLEMENT THE TERMS AND CONDITIONS OF THE AGREEMENT; AUTHORIZING THE VILLAGE MANAGER TO EXPEND BUDGETED FUNDS; AUTHORIZING THE VILLAGE MANAGER TO EXECUTE THE AGREEMENT; PROVIDING FOR A WAIVER OF COMPETITIVE BIDDING; AND PROVIDING AN EFFECTIVE DATE

X. ADJOURNMENT

XI. AFTER ACTION REPORT

A. June 11, 2024 After Action Report

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

Near Shore Water Regulation Citizens' Advisory Committee Meeting, Report
April 30, 2024

- a. The committee heard an update from the Sheriff's Department. The committee was delighted to hear that the Department is currently interviewing for a new marine officer and that there will be a new vessel in their fleet for marine operations. The committee also heard about plans for staffing and coverage for the upcoming Memorial Day holiday.
- b. The committee heard from a local captain regarding concerns about increasing user pressures, safety concerns, and potential disturbance to seagrass habitat at the Founders Park Breakwaters. The committee is taking time to research the issue and consider possible solutions and will return to council with formal recommendations at a future meeting.
- c. The committee continues to anticipate the release of the Florida Keys National Marine Sanctuary final management plan and rules in the summer of 2024.
- d. Committee members continue to discuss signage needs at the Whale Harbor Idle Speed Zone. The committee is exploring signage procurement and placement opportunities with private property owners and Whale Harbor, however, the committee may make additional requests for support from Council regarding this issue in the future.
- e. The committee heard an update from staff on the status of the Tavernier Creek Slow Speed / Minimum Wake Zone extension. The committee is happy to hear that the application to FWC is near completion and appreciate staff efforts for this important water safety issue.

From: Don Horton
Sent: Wednesday, June 5, 2024 4:49 PM
To: jennifer.deboisbriand@islamorada.fl.us; robert.cole@islamorada.fl.us
Cc: Amie Owens <amie@icm.build>
Subject: council update from the affordable housing committee

Mayor and Council,

For the record, I am Don Horton, Vice Chair of your Affordable Housing Committee

At the last Affordable housing committee meeting we discussed the recent decision that council made related to the three hundred early out affordable units. It was a surprise to the committee that our council had set aside such a large number of allocations without input from the committee. Although we realize we are only an advisory committee, we were never asked by this council, our opinion on how the units should be distributed, All of the members present were, well let's say dismayed.

I presented the committee with a draft document that we reviewed and had hoped to present this council. That document, although needed to be reviewed by legal and by Jennifer was an advanced and comprehensive document that addressed how many units could be allocated, how they should be categorized and how they should be distributed. It addressed a specific criterion for reservation of rights, that even included a fee schedule recommendation and the steps for reservations of rights and finally it addressed specific and quantifiable amounts the Village could use for distribution of funding out of the mitigation fund. It even had addressed allowances for larger project where they would be required to have Low-income obligations instead of just moderate income limits (a first for the Village). We had hope and actually voted on this document as a recommendation to eventually be presented to council for further action. I'm sure you can get a copy of that report from staff if you're interested or perhaps it's a moot point.

The committee also reviewed the most recent fact sheet and were pleased to see that changes were made that could possibly help more people to qualify for affordable homes and Habitat homes.

We discussed the method for accessing funding out of the affordable housing trust fund and there was a consensus on the committee to come up with a criterion to approve funding requests, so it's fair to all. We agreed that each member would bring three ideas to the committee, so we had several options to score an applicant. Look for this in the near future...

The committee was looking forward to the Community Workshop that was scheduled for June 4th to discuss Accessory Dwelling Units, but that was postponed for an undisclosed reason, so I hope that will be rescheduled in the near future.

Lastly, we are hopeful that the compliance monitoring initiatives will be advanced and commenced as soon as possible. We have long waited for the final version of the warning letter to the homeowners who are renting affordable units to comply with the reporting requirements and to bring in proof that the income levels of the renters and the rental rolls are following the deed restrictions in place on those units. We don't know if there's no reporting..

Other than that, I am here if there are any questions.



Council Communication

To: Mayor and Village Council
From:
Date: June 11, 2024
SUBJECT: Parks and Recreation Citizens Advisory Committee Report - Carolyn Wightman, Chair - TAB 3

Background:

Analysis:

Budget Impact:

Staff Impact:

Recommendation:

Attachments: 1. 2024 May - Report to Village Council

Report to Village Council

Parks & Recreation Citizen Advisory Committee

Meeting Date, Thursday, May 16 at 4 PM

Meeting was attended by 9 members of the Committee.
2 excused absences.

Topic #1 – Presented by Maria Bagiotti and Annie Onsgard

A Zero-Tolerance for Alcohol policy has been established at Founders Park due to increased episodes with visitors consuming alcohol on the beach and surrounding area. Many guests have been asked to leave, and each situation puts strain on Park Staff as well as needing to have more security and/or Police on standby if needed.

As a result, Parks Staff and Village Manager have made the decision to raise the rates for non-residents using the Park on weekends. This will be in effect through Labor Day, or until further notice. In addition, police detail have been scheduled from 12:00noon-8:00pm to assist park staff with enforcement of the park rules.

New rates are: \$15.00 Adult and \$10.00 Youth/Senior

The committee voted unanimously to support this new policy.

Topic #2

The entire Committee walked to the baseball field for personal inspection of the field. Rich Russell, Parks & Rec Committee Vice Chairman as well as past Baseball Coach and Athletic Director at Coral Shore High School, gave on-site opportunity to see the field, as it just completes the High School's five months use of the field for baseball season. He pointed out how some of the possibilities for proposed updates might look and how they might impact, or not impact, trees, home plate position, etc. The Committee found it very valuable to have that hand-on overview.

We returned to the committee meeting room for further discussion & public comment. Baseball Coach Tony Hammon personally reported on the experiences this season regarding the condition of the field and needs for consideration of some of the updates that are being discussed.

Committee is prepared now for further evaluation as specific proposals are presented. It is expected that there will be much input, both by the committee and the public.

There are 4 different considerations we feel will guide us all as we progress on ballfield renovations. No special order:

***Environmental impact**

- Water use
- Water run off
- Chemicals
- Trees

***Budget**

- Initial expense of ground covering
- Maintenance issues
- Special mower or equipment needed

***Safety**

- Different sports
- Injuries

***Shared use – 5 & 7 months**

- Mixed use
- Lines for different sports
- Transition times between sports, mixed use, & baseball

Since the renewal of interlocal agreement between the School Board and the Village is just being completed by the attorneys this was as far as we could go.

Further discussion

All additional discussions related to the contract with staff and an outside consultant for overall use of the Park.

When this is finally approved, the committee is prepared to be actively involved in these conversations.

Committee members are being invited to 'volunteer' if there are specific areas they'd like to personally focus on. For example, to things like

- Putting Green
- Placement of Playground equipment
- Pickle Ball courts
- Separate entrance to Park for Village Residents
- Etc.

For consideration to Council:

As you look at 'overall Master Plan for Founders Park' agreement with an outside consultant, consider possibility that these discussions might also include Village PROPERTIES. For example, prospective uses of Silver & Spice, Island Community Church, etc.

Previous meeting since reporting to Council

Capital Project Updates

- Solar Lighting Fixtures Replacement
- Splash Pad Surface Replacement
- Pool Resurface, Locker Room Refurbish, and Install First Aid/Lifeguard Station
- Founders Park Beach Inclusive Playground

The Committee held an open meeting date for the month of June if all the items on the agenda were not covered. All the items were discussed, and the next meeting will be scheduled as needed.



Council Communication

To: Mayor and Village Council
From: Marne McGrath, Village Clerk
Date: June 11, 2024
SUBJECT: **Mayoral Appointments of Committee Council Liaisons - TAB A**

Background:

Section 2-334 notes that the Mayor shall annually appoint a Council Member Liaison to each committee. The Council Liaison is to provide periodic updates to the Council on their appointed committee, as requested by Council. At the May 7 Council Meeting a discussion was held regarding the appointment of Council Liaisons to our Citizens Advisory Committees. Council Members were asked to share their preference of committees on which they would like to serve.

The Council Liaison will serve in a mostly collaborative role, which is consistent with how many other municipalities handle Council Liaison roles. They would not need to attend their Committee's meetings but could coordinate with the Chair to review their reports and speak on activities of their committee should the need arise during Council Meetings. All committees are listed for the Mayor's consideration.

Workforce/Affordable Housing Citizens' Advisory Committee
Historic Preservation Commission
Local Planning Agency (LPA)
Land Acquisition Advisory Committee
Near Shore Water Regulation Committee
Parks and Recreation Committee
Youth Council

Analysis:

Council Member Jolin expressed her willingness to serve wherever needed, with the exception of the Historic Preservation Committee.

Council Member Gregg prefers to serve with either the LPA, Land Acquisition Advisory Committee, or Workforce/Affordable Housing Advisory Committee.

Council Member Rosenthal would prefer to serve on the Historical Preservation Commission.

Budget Impact:

There is no budget impact associated with this item.

Staff Impact:

There is no staff impact but Staff Liaisons will be available to brief Council Liaisons on the activities and goals of their committees.

Recommendation:

For the Mayor to make the appointment of Council Liaisons

Attachments: None



Council Communication

To: Mayor and Village Council
From: Marne McGrath, Village Clerk
Date: June 11, 2024
SUBJECT: Discussion of Development Review Committee (Council Member Jolin)
- TAB B

Background:

Councilwoman Jolin will discuss the Monroe County Development Review Committee's form and function and solicit conversation around whether Islamorada would benefit from a similar additional procedural layer.

Analysis:

Budget Impact:

Staff Impact:

Recommendation:

Attachments: 1. Monroe County Development Review Committee - Official Website
2. DRC Agenda 05.20.24

DEVELOPMENT REVIEW COMMITTEE

The Development Review Committee (DRC) is required for items being reviewed. The DRC shall be composed of the Planning Director or his or her designee and the planner in charge of the particular item being considered, and depending on the application being reviewed, may also include Public Works division personnel, Health Department personnel, the building official or his or her designee, a county biologist and any other county employee or official designated by the County Administrator or the Planning Director. The DRC also may include representatives of each local, regional, state or federal agency that has entered into an intergovernmental agreement with the county for coordinated development review when appropriate. A representative of the Department of Economic Opportunity shall serve as an ex officio member of the DRC as long as the county is located within an area of critical state concern.

The duties are as follows:

1. To meet at least once a month to consider such business as is prescribed by this article including:
 1. Reviewing all applications for development approval as set forth in the code.
 2. Reviewing all applications for amendments to the plan.
2. To maintain such minutes and records as are required by state law.
3. Any action reviewing a permit application shall not preclude the applicant's right to be present when his project is discussed before this body.
4. Draft staff reports prepared for the items before the DRC shall be given to the Planning Director and the applicant.
5. Public comments by members not in the department of planning may be in writing and delivered to the DRC, the Planning Director and communicated to the applicant.
6. A final staff report, considering DRC recommendations and other relevant information shall be prepared after the DRC meeting for those items proceeding to the Planning Commission.

Next Scheduled DRC Meeting:

- [Monday, May 20, 2024](#)

Agendas

- [Current Agenda / View All](#)
- [Agendas/View Planning Calendar](#)

Minutes

[Most Recent / View All](#)

Appeals

If a person decides to appeal any decision made by the board with respect to any matter considered at such meeting or hearing, he or she will need a record of the proceedings, and that, for such purpose, he or she may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based.

ADA Assistance

If you are a person with a disability who needs special accommodations in order to participate in meeting proceedings, please contact the County Administrator's Office, by phoning 305-292-4441, between the hours of 8:30 a.m. and 5 p.m., no later than five (5) calendar days prior to the scheduled meeting; if you are hearing or voice impaired, call "711."

- [Accommodation Request Form](#)

Members

Name	Representing
Emily Schemper	Sr. Director, Planning and Environmental Resources
Michael Roberts	Assistant Director, Environmental Resources
Cheryl Cioffari	Assistant Director of Planning
Devin Tolpin	Planning & Development Review Manager
Rick Griffin	Building Official / Sr. Director Building Dept.
Craig Marston	Fire Marshal
Representative	Engineering Services
Representative	FL Department of Transportation
Representative	Department of Economic Opportunity

Ordinance

- [006-2010](#)

DEVELOPMENT REVIEW COMMITTEE

MONDAY, MAY 20, 2024

AGENDA

The **Monroe County Development Review Committee** will conduct a **virtual** meeting on **Monday, May 20, 2024**, via Communications Media Technology (CMT), beginning at **1:00 PM**.

Please click the link below to join the webinar:

<https://mcbocc.zoom.us/j/82338576254>

Or iPhone one-tap :

US: +16465189805,,82338576254# or +16699006833,,82338576254#

Or Telephone:

Dial(for higher quality, dial a number based on your current location):

US: +1 646 518 9805 or +1 669 900 6833

Webinar ID: 823 3857 6254

International numbers available: <https://mcbocc.zoom.us/j/82338576254>

CALL TO ORDER

ROLL CALL

DRC MEMBERS:

Emily Schemper, Senior Director of Planning and Environmental Resources

Mike Roberts, Assistant Director, Environmental Resources

Chery Cioffari, Assistant Director of Planning

Devin Tolpin, Planning & Development Review Manager

Rey Ortiz, Assistant Building Official

Craig Marston, Fire Marshal

Brian Oppenheimer, Deputy Fire Marshal

Judy Clarke, Engineering

Christina Gardner, Naval Air Station Key West

Shereen Yee Fong, FDOT Representative

Yazmin Valdez, Department of Economic Opportunity

STAFF MEMBERS:

Peter Morris, Assistant County Attorney

Matt Restaino, Senior Planner

Barbara Powell, Senior Policy Advisor

Debra Roberts, Senior Planning Commission Coordinator

CHANGES TO THE AGENDA

MINUTES FOR APPROVAL: April 23, 2024

MEETING:

1. 92330 OVERSEAS HIGHWAY, LLC, 92330 OVERSEAS HIGHWAY, TAVERNIER, MILE MARKER 92: A PUBLIC MEETING CONCERNING A REQUEST FOR A MINOR CONDITIONAL USE PERMIT FOR PROPERTY LEGALLY DESCRIBED AS LOTS 1, 2, 3, 4, 5 AND 6, TAVERNIER BEND, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 2, PAGE(S) 74, OF THE PUBLIC RECORDS OF MONROE COUNTY, FLORIDA, HAVING PARCEL IDENTIFICATION NUMBER 00487310-000000. THE REQUESTED APPROVAL IS REQUIRED FOR THE REDEVELOPMENT OF EIGHT (8) ATTACHED MARKET RATE DWELLING UNITS INTO SEVEN (7) ATTACHED AFFORDABLE DWELLING UNITS WITHIN AN EXISTING MIXED-USE BUILDING. (FILE 2023-169)

2. REFRESHMENT SERVICES, INC., 5510 MACDONALD AVENUE, STOCK ISLAND, MILE MARKER 5: A PUBLIC MEETING CONCERNING A REQUEST FOR AN AMENDMENT TO A MINOR CONDITIONAL USE PERMIT FOR PROPERTY LEGALLY DESCRIBED AS LOTS ONE (1), TWO (2), THREE (3), FOUR (4), FIVE (5), SIXTEEN (16), SEVENTEEN (17), EIGHTEEN (18), NINETEEN (19) AND TWENTY (2), OF BLOCK THIRTY-SIX, ACCORDING TO GEORGE L. MACDONALD'S PLAT OF PART OF SAID STOCK ISLAND, RECORDED IN PLAT BOOK NUMBER 1, PAGE 55, MONROE COUNTY, FLORIDA, PUBLIC RECORDS, HAVING PARCEL IDENTIFICATION NUMBER 00124940-000000. THE REQUESTED APPROVAL IS REQUIRED FOR THE DEVELOPMENT OF A NEW 7,400 SQUARE FOOT WAREHOUSE ON PROPERTY WITH AN EXISTING LIGHT INDUSTRIAL USE. (FILE 2023-178)

3. AN ORDINANCE BY THE MONROE COUNTY BOARD OF COUNTY COMMISSIONERS AMENDING THE MONROE COUNTY TIER OVERLAY DISTRICT MAP FROM TIER I TO TIER III AS BY DAVID DEHAAS GROSSECK ON BEHALF OF DONNA J. WILSON, BRIAN C. WILSON, SHELLEY W. AVIRETT AND RICHARD T. WILSON, FOR UNDEVELOPED PROPERTY LOCATED AT NORTH OCEAN DRIVE, KEY LARGO, LEGALLY DESCRIBED AS SECTION 29 TOWNSHIP 60 RANGE 40 ISLAND OF KEY LARGO PART OF GOVERNMENT LOT 2, HAVING PARCEL ID NUMBER 00083200-000000; COUNTY ROAD 905. (FILE 2024-014)

4. MONROE COUNTY COMPREHENSIVE PLAN LAND AUTHORITY, 30447 OLEANDER BOULEVARD, BIG PINE KEY, MILE MARKER 30.5 (SENDER SITE) AND 31562 AVENUE D, BIG PINE KEY, MILE MARKER 31 (RECEIVER SITE): A PUBLIC MEETING CONCERNING A REQUEST FOR A MINOR CONDITIONAL USE PERMIT. THE REQUESTED APPROVAL IS FOR THE TRANSFER OF ONE (1) PERMANENT TRANSFERRABLE ROGO EXEMPTION (TRE) FROM THE SENDER SITE PROPERTY DESCRIBED AS LOTS 1, 2, 15, 16, AND 17, BLOCK 8, PALM VILLA, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 1, PAGE 89, PUBLIC RECORDS OF MONROE COUNTY, FLORIDA, HAVING PARCEL IDENTIFICATION NUMBER 00278950-000000 TO THE RECEIVER PROPERTY DESCRIBED AS LOT 15, BLOCK 22, BIG PINE COVE ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 3, PAGE 131, OF THE PUBLIC RECORDS OF MONROE COUNTY, FLORIDA, HAVING PARCEL IDENTIFICATION NUMBER 00308540-000100. (FILE 2024-058)

5. MONROE COUNTY COMPREHENSIVE PLAN LAND AUTHORITY, 31030 AVENUE E, BIG PINE KEY, MILE MARKER 31 (SENDER SITE) AND 31574 AVENUE D, BIG PINE KEY, MILE MARKER 31 (RECEIVER SITE): A PUBLIC MEETING CONCERNING A REQUEST FOR A MINOR CONDITIONAL USE PERMIT. THE REQUESTED APPROVAL IS FOR THE TRANSFER OF ONE (1) PERMANENT TRANSFERRABLE ROGO EXEMPTION (TRE) FROM THE SENDER SITE PROPERTY DESCRIBED AS LOTS 15 AND 16, SANDS SUBDIVISION, BIG PINE KEY, AS RECORDED IN PLAT BOOK 1, PAGE 65, OF THE PUBLIC RECORDS OF MONROE COUNTY, FLORIDA, HAVING PARCEL IDENTIFICATION NUMBER 00303660-000000 TO THE RECEIVER PROPERTY DESCRIBED AS LOT 17, BLOCK 22, BIG PINE COVE ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 3, PAGE 131, OF THE PUBLIC RECORDS OF MONROE COUNTY, FLORIDA, HAVING PARCEL IDENTIFICATION NUMBER 00308540-000200. (FILE 2024-059)

Please visit the Monroe County Website at www.monroecounty-fl.gov for meeting agenda updates and information regarding the various options available to the public to view the live meeting and/or to make public comments on certain agenda items.

ADA ASSISTANCE: If you are a person with a disability who needs special accommodations in order to participate in this proceeding, please contact the County Administrator's Office, by phoning (305) 292-4441, between the hours of 8:30 a.m. - 5:00 p.m., no later than five (5) calendar days prior to the scheduled meeting; if you are hearing or voice impaired, call "711".



Council Communication

To: Mayor and Village Council
From: Marne McGrath, Village Clerk
Date: June 11, 2024
SUBJECT: Discussion of Land Acquisition Advisory Committee Draft Action Plan to Retire Development Rights (Council Member Gregg) - TAB C

Background:

Councilman Gregg will revisit the Land Acquisition Advisory Council Draft Action Plan to Retire Development Rights and engage the Council in discussion of current status and future needs.

Analysis:

Budget Impact:

Staff Impact:

Recommendation:

Attachments: 1. DRAFT_LAAC_Action_Plan 2022 rev. (1)
2. policy 1-3.1.2

LAND ACQUISITION ADVISORY COMMITTEE DRAFT ACTION PLAN TO RETIRE DEVELOPMENT RIGHTS

EXECUTIVE SUMMARY

This Action Plan has been prepared by the Islamorada, Village of Islands Land Acquisition Advisory Committee (LAAC), in conjunction with Village staff. The result are a set of recommendations to the Village Council regarding approaches, including policies and programs, by which development rights can be retired from vacant lands within the Village, while protecting landowner property rights. A listing and description of mechanisms that can achieve these goals, along with the pros and cons of each mechanism is provided in each of two key areas. First, alternative mechanisms to outright land acquisition are described. These mechanisms provide incentives to encourage individuals to become stewards of habitat parcels. The second key area explores mechanisms for outright financing of land acquisition.

A short list of strategies was prepared after considering possible mechanisms to achieve these goals, discovered through telephone surveys of other communities and extensive research conducted by LAAC members. Several strategies were considered but not supported by the LAAC including establishing a partnership with the Land and Sea Trust in Marathon, establishing a land bank and adding a taxation surcharge on property valuation.

On April 9, 2001, the LAAC sponsored a public workshop to help evaluate the various mechanisms. This workshop was poorly attended but led to invitations being made to land acquisition, land law and land stewardship experts from Florida to assist the Committee and Village Council through sharing of their knowledge of issues raised during the research phase. A June 7, 2001 luncheon workshop was held towards this end, and responses to prepared discussion questions were incorporated into the research.

The recommendations contained within this Action Plan will be only one component of a complete conservation lands strategy to be developed by the LAAC. Other important aspects to be addressed in the future are means to identify acquisition properties considering a multiplicity of acquisition goals including the urgency of acquiring particular properties. Finally, the LAAC recognizes that land acquisition goes hand in hand with a need to ensure land management to protect and enhance the qualities for which properties are acquired. Therefore, programs for land management will also be considered in the upcoming year.

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I PURPOSE

A. LAAC MANDATE AND MISSION

The Land Acquisition Advisory Committee was established by Islamorada, Village of Islands in May 1999, by Resolution 99-05-23, to assist coordination of a land acquisition program between the Village Council and the Monroe County Land Authority, and to implement the goals, policies and objectives of the Comprehensive Plan pursuant to Chapter 9.3 of the Village Land Development Regulations. A Statement of Philosophy, and a Mission Statement & Goals were adopted to guide the Committee.

B. COMPREHENSIVE PLAN POLICY

The Village's Comprehensive Plan **recognizes** the value added to the community from this Committee's work and outlines a program to strategically plan a comprehensive land acquisition strategy.

Policy 1-3.1.3: Establish Programs for Conservation of Lands Within Islamorada.

Within one year of the effective date of the Comprehensive Plan, the Islamorada Village of Islands Council shall adopt an Action Plan for the Village, to be developed by the Village's Land Acquisition Advisory Committee, in conjunction with Village staff. This Action Plan shall recommend the best means for land acquisition and conservation including retiring development rights from the vacant lands within the Village, while protecting private property rights, and may include programs such as: a general tax; a transfer tax; tax reduction for easements; unity of title; voluntary dedication; establishment of a Land Trust; outright acquisition; grantsmanship and/or fundraising events. The Action Plan shall include a system for continued monitoring, evaluation and update of the adopted programs.

Also, within one year of the effective date of the Comprehensive Plan, a Land Acquisition Selection System shall be adopted to affirm the Village's future conservation/ecological infrastructure, in coordination with the Monroe County Land Authority, current and proposed Land Development Regulations, and Comprehensive Plan policies. Within one year of the adoption of the Land Acquisition Selection System, evaluation of each of the current LAAC priority properties and other potential conservation properties in the Village shall be completed and shall result in an amended conservation lands listing. Subsequently, during the following budget cycle, the Village shall prepare a Capital Investment Plan for land acquisition and purchase of development rights in coordination with regional, State, Federal and private non-profit programs, including but not limited to the Department of Environmental Protection (CARL), the Monroe County Land Authority, the Department of Community Affairs and other agencies with an interest in conservation lands. This Capital Investment Plan shall be incorporated into the Village's Capital Improvement Program.

The Village shall continue to coordinate with regional, State, Federal and private non-profit programs, including but not limited to Department of Environmental Protection (CARL), the Monroe County Land Authority (Florida Forever), the Trust for Public Lands, and the Department of Community Affairs (Florida Communities Trust) for the acquisition of properties consistent with the Action Plan.

C. VACANT LANDS ANALYSIS AND SCOPE OF CHALLENGE

Analysis of Undeveloped Lands

A land use analysis was required as part of the Islamorada, Village of Islands Comprehensive Plan. According to the Monroe County Property Appraiser (1999), conservation lands are the second largest land use category in the Village, comprising 1,182 acres equal to 31% of all land within the Village. The vast majority of these environmentally sensitive lands are publicly owned, acquired through State programs such as the Conservation and Recreation Lands (CARL), Preservation 2000, and Florida Forever programs, and often with assistance of the Monroe County Land Authority.

An additional 562 acres of vacant land are scattered throughout the Village, representing approximately 15% of Village's total land area. Map 1: Vacant Lands Inventory uses the Village's Land Acquisition Advisory Committee's (LAAC) physical land use inventory (1999) and the Monroe County Property Appraiser's parcel data (1999) to identify all undeveloped parcels within the Village.

Vegetative Communities. Also as part of the Comprehensive Plan analysis, vacant parcels were classified according to their associated vegetative communities. These communities are described as primarily native, primarily disturbed, primarily wetlands, and a combination of disturbed and native lands.

TABLE 1: VACANT LAND ANALYSIS

CLASSIFICATION	# OF PARCELS	% OF TOTAL # OF LOTS	ACRES	% OF TOTAL ACREAGE
Native	369	25.4%	253.4	44.0%
Disturbed	1020	70.1%	291	50.5%
Wetlands	11	0.8%	1.3	0.2%
Disturbed/Native	55	3.8%	30.1	5.2%
TOTAL	1455	100%	576	100%

Sources: Village of Islamorada Land Acquisition Advisory Committee, 1999; Monroe County Property Appraiser, 1999

Of the vacant parcels, only eleven privately owned parcels are known to support wetland vegetation, and therefore have restrictions on development. Many wetland parcels are already in public ownership and are designated as conservation properties. Approximately 25% of the vacant parcels and 44% of the total acreage of vacant lands are classified as having native vegetation. Therefore, development on approximately 253 acres of the 576 total vacant acres may be limited due the presence of native habitat. This leaves 74% of all vacant lots (1086 parcels) and almost 56% of all land area (322 acres) in the disturbed, and disturbed with native vegetation land classifications.

Insert Vacant Lands Inventory Map from Comprehensive Plan here.



Figure 1. Cap Rock Transitional Ecosystem

Flood Zone Constraints. Development of many of these native parcels may be further constrained by flood zone of the property. Native parcels within the VE flood zone comprise 21% of all vacant parcels within the Village.

Limited Parcel Size. The vast majority of vacant parcels in the Village, 94%, are less than one acre in size, with only 1% in excess of five acres. The largest vacant parcel in the Village is approximately 16 acres. Conversely, parcels less than 3,000 square feet comprise nearly 6% of all vacant parcels, amounting to 81 cases.

TABLE 2: VACANT PARCEL SIZE

ACREAGE RANGE	# OF PARCELS	% OF TOTAL
Less than one acre	1388	93.6%
One to 4.9 acres	79	5.3%
5 to 16 acres	15	1.0%
TOTAL	1482	100%

Sources: Monroe County Property Appraiser, 1999; Solin & Associates, Inc., 1999

Contiguous Vacant Parcels. Parcels can be combined into larger single parcels where they share common boundaries. Potential for combining contiguous parcels increases when common ownership exists. In the Comprehensive Plan, parcels were identified for both contiguity and ownership. Findings from this analysis indicate that 167 cases arise where contiguous vacant parcels are held in common ownership. The number of parcels that could be combined into a single parcel affects 307 parcels. This analysis did not include the number of vacant parcels in common ownership with an adjacent developed parcel. The impacts generated from residential development can be reduced by placing one unit or home on contiguous parcels that are combined into a single parcel.

Summary of Vacant Parcel Analysis. In summary, the Village's 1,455 vacant parcels represent 576 acres. In total, 44% of all vacant land is classified as having native vegetation, while 21% of the vacant native parcels lie within the VE flood zone,

further constraining development. Most parcels are relatively small for development purposes, and only 15 vacant parcels larger than five acres in size remain.



Figure 2. Tropical Hardwood Hammock

Inventory of Acquisitions to Date

Appendix 'A', Land Acquisition Properties Update, lists properties placed in ownership of Islamorada, Village of Islands since incorporation, including donations and acquisitions by other agencies on behalf of the Village. Grant applications valued at over \$2.41 million for FY 2001/02, for land acquisition and management, including exotics removal and restoration have also been completed and submitted to the relevant agencies, by the Community Enhancement Division of the Village's Planning and Development Services Department.

Additional to acquired lands, the Planning and Development Services Department maintains an inventory of all properties on which conservation easements or restrictive covenants have been placed either voluntarily and are known to the Village, or more typically, as a requirement of the development permit process.

II MECHANISMS TO RETIRE DEVELOPMENT RIGHTS

This section of the Action Plan report includes those mechanisms researched by the Land Acquisition Advisory Committee, and forms the basis of recommendations to the Islamorada Village Council.

A. INCENTIVES TO ENCOURAGE LAND STEWARDSHIP

1. Encourage Private Land Stewardship Through Incentives

The following mechanisms recognize that incentives are needed to encourage landowners to come forward to protect vacant parcels having conservation value, and for creating new conservation lands through restoration.

i. Provide an Ad Valorem Taxation Reduction for Conservation Easements

A conservation easement is a legal agreement effected under Chapter 704.06, Florida Statutes, between a landowner and a charity, land trust or government agency that perpetually limits uses of land in order to protect its conservation and open space values, while the landowner continues to own the property. A conservation easement may apply to just a portion of the property, and need not require public access. Future owners also will be bound by the easements terms. The land trust or government agency is responsible for ensuring the easement's terms are followed. Conservation easements can provide a strong incentive for private landowners to protect their land.

A landowner sometimes sells a conservation easement, but usually easements are donated. If the donation benefits the public by permanently protecting important conservation resources and meets other federal tax code requirements it can qualify as a tax-deductible charitable donation. The amount of the donation is the difference between the land's value with the easement and its value without the easement.

President Bush's 2001/02 budget proposal includes a plan to cut in half landowners' capital gains taxes when they permanently protect open space by selling land or a conservation easement to a nonprofit land trust or a public conservation agency, as an incentive for landowners to consider conservation.

Importantly, a conservation easement can be essential for passing land on to the next generation. By removing the land's development potential, the easement lowers its market value, thereby resulting in ad valorem property tax savings. Whether the easement is donated during life or by will, it can make a critical difference in the heirs' ability to keep the land intact.

At this time, according to staff at the Monroe County Property Appraiser, tax assessments do not differentiate between the market value of parcels with conservation easements or restrictive covenants and those without. Therefore, there are currently no tax deductions for properties with conservation easements regardless of the terms of the easement.

Parcels rendered unbuildable due to environmental constraints are assessed differently than parcels made unbuildable due to human intervention. For example some unbuildable parcels with significant wetlands are assessed at \$50.00 so that there is no tax on them. According to Property Appraiser staff, if in the future unbuildable parcels are reflected through the market by lower values, then the appraisers would evaluate those parcels with easements and covenants for reassessment.

Assessment for taxation purposes of 'environmentally endangered' properties on which a conservation easement has been placed, is governed by Chapter 193.501, Florida Statutes. Section 193.501(3)(a) specifies for qualifying covenants that are enacted for longer than 10 years, *"...the property appraiser, in valuing such land for tax purposes, shall consider no factors other than those relative to its value for the present use, as restricted by any conveyance or covenant under this section."*



Figure 3. Buttonwood mangrove association

Experts consulted indicated that a property owner can petition the Property Appraiser or challenge the appraised value based on demarcation of a conservation easement which is registered on the property deed. The Property Appraiser must assign value to the land which exists, based on the utility of the land. If there is no utility or use of the land, then it has no value as value of land is reflected in the right to build as placed in the development interest of a parcel. Therefore, this provision for ad valorem taxation reductions extends to the retirement of voluntary removal of partial rights from a portion of parcel. The rights given up, considering the size of lot,

permitted density, or whether accessory uses will be allowed on it would be reflected as a prorated scale of taxation incentives for the various levels of protection. Other rights than construction associated with a parcel (mineral, underground) may have value.

ii. Purchase Development Rights (PDR's)

The purchase of development rights can save taxpayer dollars as the expenditure for the rights can offset the need for public investments in infrastructure to support land development. In this mechanism, the local government buys the future development rights from willing sellers but allows continued ownership and use of the land for non-development purposes such as limited recreation, access or green space. A permanent conservation easement or restrictive covenant is recorded in the property deed and transfers with the land, thus ensuring its long term protection. This cost effective mechanism provides both a cash incentive and eligibility for an ad valorem taxation reduction, and helps ensure ongoing maintenance such as garbage removal by the property owner.

The purchase of development rights could be facilitated by the Village or a land trust by providing matching funds through a conservation easement bank, an endowment or other funding mechanism, to help homeowners or homeowners associations to purchase conservation easements for vacant, undeveloped parcels.

The value of the PDR would be established by the amount of development rights to be removed from the property, following a continuum of land use. Restriction of future uses of a parcel to a swing set, for example, may reflect removal of 10% of the property value, or a swimming pool 50%. Ten or so boilerplate easements would be adequate to reflect prorating of the various restrictions that would be placed on the deed. When 100% of the rights are removed, the market value of the property would be assigned to the parcel. PDR's in the Village were valued at \$15,000 per acre several years ago.

iii. Encourage Unity of Title

A Unity of Title merges multiple properties together under common ownership. While the unity limits the types of development of the merged properties (i.e. a vacant lot merged with a lot with a house on it is limited to accessory uses thus extinguishing the development right for principle structures), unities can be reversed contingent upon the language contained within the unity, which can specify when and under what circumstances a reverse can take place and who is authorized to do so. The document would be drafted by the Village and can be specific to each case.

The main difference between a unity and a combination of title is that they are filed in two different offices. Unities of title are recorded with the Clerk of the Court while a combination of title is recorded with the Property Appraiser

on standardized forms and can be reversed without notification to the Village. There is no fee associated with a combination of title, while legal fees are assessed for the unity since it is a legal document. For the purposes of the Village, combinations are reflected in the property record card, while unities of title are not.

There is no protection from development such as land clearing associated with either of these records, but they can limit principle uses on a property. They are typically instituted if the principle structure on a property does not meet density requirements, if a structure straddles two different properties, or if accessory uses on the adjoining property are desired.

When the titles of two properties are unified, the Property Appraiser would assess the property at a higher rate due to the increased size and resulting estate nature. Yet, it is to the owners' advantage to show a diminution of the value of the property in order to qualify for taxation benefits. Therefore, property owners wishing to gain advantage for conservation lands protection would not benefit by unifying two properties, but would be better off to keep the properties separate and remove the development rights from one of the parcels, for valuation purposes.

iv. Facilitate Private Purchase of Contiguous Lots

The Monroe County Land Authority has developed a program to help homeowners on Big Pine Key retire rights on vacant lots adjacent to their own parcels, to keep them as conservation lots. Under this program, adjacent landowners share the costs of purchasing the land. Ownership goes to the adjacent landowner with a conservation easement in favor of the County registered on title by the owner. It is possible to expand this concept to assist neighbors, or homeowners associations to purchase any lots within their subdivisions for which they are willing to assume management responsibility. Again, it is to the landowners' advantage to not unify properties.

vi. Establish a Mitigation Bank of Restoration Funds

By creating a bank of available land restoration funds for restricted properties, the Village could encourage owners of scarified or disturbed properties to protect them through placing a conservation easement or restrictive covenant on them. Funds could be accessed by landowners for replanting the lots with native vegetation to restore the habitat. An inventory of lots for which restoration funds have been expended would need to be kept by the Village and an annual inspection undertaken to ensure that the properties are being protected.

2. Facilitate Conservation Using TDR's

To protect land from development in an area designated for conservation, the development rights are separated from the land and transferred to another area that

can better accommodate the development. These rights can thereby be sold to compensate the owner of the land designated for conservation. To have value, the TDR's must allow increased levels of development elsewhere that are not already permitted.

i. **Create Regulations That Promote TDR's for Land Conservation**

The Village's Comprehensive Plan includes policies to encourage TDR's. Sender and receiver sites will be designated through the Land Development Regulation process.

3. **Encourage Voluntary Dedication and Funds for Acquisition**

i. **Establish a Community Land Trust**

Community Land Trusts (CLT's) are increasingly being used to provide affordable housing, and preserve farmland and open space. There are over 1,200 local and regional land trusts in the United States, which acquire land and then put it to the use for which the trust was created. As a tax-exempt charitable organization, a land trust can acquire land through charitable donations that may result in tax savings for the grantor landowners. A municipality can establish a land trust as a 501(C)(3) and appoint people to the governing unit of the trust, but not the majority. A key benefit of a non-governmental organization (NGO) establishing a trust is that people may be more likely to donate to an NGO than a governmental entity. Often, the trust may recoup its investment by selling the property to the local government at a lower price than the government would otherwise have to pay.

CLT's are increasingly used to acquire land to create permanently affordable housing. By taking the land out of the speculative market, the trust insulates the property from future price escalation. The CLT controls the type of housing that is built on the land and may lease it at very low rates to developers who are willing to build housing that meets criteria established by the trust.

There are specific costs associated with operating a land trust established for conservation purposes. Any donation to the trust above \$5,000 requires that an appraisal be conducted to assist the IRS with taxation of the property. Other costs include long-term scrutiny and management of the parcel. On Sanibel Island, when you donate or sell a conservation easement, at the time of the transfer an Easement Documentation Report is prepared, detailing the existing conditions on the property, to be used as evidence to resolve disagreements about changes to the property over time. The Nature Conservancy requires \$10,000 for monitoring for large parcels and a donation of \$5,000 per parcel as a legal fund. The larger the acquisition, the more the donations sought from the owner or others for land management. Both non-profit and government need to ask for enough to cover these costs

when donations are made. Small parcels are even more difficult to track than large, with small residential lots costing about \$100 per year.

The Florida Keys Land and Sea Trust, located in Marathon, purchased the Crane Point Hammock property and continues to manage this reserve.



Photo 4. Beach Transition Zone

iii. **Encourage Donations of Land**

Donating land for conservation releases landowners from the responsibility of managing the land and can provide substantial income tax deductions if donations are made to 501(c)(3) organizations, and estate tax benefits, while avoiding any capital gains taxes that would have resulted from selling the property.

Remainder Interest. Donating a remainder interest in land is another way to give land. In this scenario, a landowner can continue to live on the land and retain a reserved life estate. In this arrangement, the property is donated during the owners' lifetime, but the owner continues to live on and use the property. Upon death (or sooner as desired by the landowner), the land trust or government agency gains full title and control over the property. By donating a remainder interest, landowners may be eligible for an income tax deduction when the gift is made. The deduction is based on the fair market value of the donated property less the expected value of the reserved life estate.

Donation by Will. If a landowner wants to own and control their land during their lifetime, but assure its protection after death, wills can be used to donate it. Landowners should make sure the chosen recipient is willing and able to receive the gift.

Charitable Gift Annuity. This option allows landowners to protect their property by donating it to a land trust, and to receive income during their

lifetime by using the land as a charitable gift annuity. In a charitable gift annuity, an agreement is made to transfer certain property to a charity, and the charity makes regular annuity payments to one or two beneficiaries specified by the donor for life. This gift of land usually qualifies for a charitable income tax deduction at the time of the gift, based on the value of the land less the expected value of the annuity payments.

Charitable Remainder Unitrust. Another option for donating property and receiving regular income is a charitable remainder unitrust. Using this mechanism, land is placed in a trust, first putting a conservation easement on it if it is to be protected. Then the trustee sells the land and invests the net proceeds from the sale. One or more beneficiaries specified by the donor receive payments each year for a fixed term or for life, then the trustee turns the remaining funds in the trust over to the land trust. The gift qualifies for a charitable income tax deduction when the land is put in the trust, based on the value of the land less the expected value of the payments.

Charitable gift annuities and charitable remainder unitrusts are most useful for highly appreciated land, the sale of which would incur high capital gains tax.

Bargain Sale. If a landowner needs immediate income from selling land, yet would like the property to go to a land trust, a bargain sale might be the answer. In a bargain sale, land is sold to a land trust for less than its fair market value. This not only makes it more affordable for the land trust, but offers several benefits to the seller: it provides cash, avoids some capital gains tax, and entitles the seller to a charitable income tax deduction based on the difference between the land's fair market value and its sale price.

iv **Create an Endowment**

Creating and building endowments is an essential responsibility for the boards of non-profit organizations. Endowments are defined as funds used to accumulate those assets that have been donated on the condition that the principal of the gift is to be kept intact and that only the investment income it produces can be used to meet the organizations needs. Endowment funds are investment vehicles whose principal is never touched and will continue in perpetuity. Only the interest or dividend earnings are spent.

Non-profit organizations are required to report assets and statements of activity under three funds: unrestricted, temporarily restricted, and permanently restricted. Unrestricted funds are those that may be used for any purpose deemed appropriate for the organization, such as the organization's operations. Both types of restricted funds are those funds that can only be used for the purpose defined, including donor restrictions and grants. In addition, the board may also launch campaigns to solicit donations

for specific projects. When a solicitation is made for a stated purpose, even if the donor does not state specifically in the letter of transmittal that it is restricted, if the donor is responding to a solicitation for a specific purpose the donation can be considered restricted. Temporarily restricted funds include all monies restricted by outside donors and grantors. Permanently restricted funds are the true endowment funds.

There is no limit on the size of gift that can start an endowment fund; even a very small gift can be used to start one. Further gifts will help the fund grow. Large endowments that allow for ongoing programs are typically named after donors, for example, the Richie Rich Endowment Fund. Even though a donor may begin an endowment fund for an organization, the board has the responsibility for making sure that all the accounting, investment and usage policies are in place so that good stewardship of the donor restricted endowment is maintained.

It is possible for a municipality to create an endowment, but again difficulties may be encountered in encouraging donors to give to a government agency. Alternatively, the Charter of a separate entity such as a land trust or foundation could specify that money would be spent in a particular manner, following clear criteria.



Photo 5.
Turtle Beach

B. FINANCING OUTRIGHT ACQUISITION

Public land acquisition for conservation or other purposes can often save local taxpayers money. Studies show that in many cases the taxpayer costs of providing, maintaining or operating infrastructure to accommodate growth are greater than the costs of outright acquisition of the development parcels. Such a study has not been undertaken for Islamorada.

1. Dedicate a Percentage of the Annual Budget

The Village budget for Fiscal 2000/2001 contains a separate line item for land acquisition (\$50,000), and a line item for land acquisition as a percentage of the Islamorada Founders Park Loan (\$90,000), totaling \$140,000. A policy requiring a rollover of these funds, if unspent, into the next budget year would assure that the maximum amount of dedicated revenue is available for land acquisition.

2. Dedicate a Percentage of Unanticipated Excess Village Revenue

This mechanism would dedicate all or a percentage of excess Village revenues to land acquisition rather than rolling it over into a future budget. This may happen if, for example, property values accrue faster than projected resulting in more money coming into the general fund. This would require that the Village Council adopt a policy to dedicate all or a percentage of unanticipated budget excesses to a land acquisition account. This would first require a budget amendment to account for excess revenues and an amendment to the expenditures to transfer the revenues to the acquisition account.

3. Dedicate all TDR Funds in Lieu and Other Relevant Revenues

TDR's, which are used by developers to acquire needed density rights for a development site, require that a restrictive covenant be placed on the sender parcel. Restricted parcels, however, may not be the priority properties targeted by the Village. Funds in lieu could be provided to the Village to be used to target acquisition of specific environmentally sensitive lands or other Village priorities. Other revenues generated from planning activities, such as funds in lieu of land acquisition points under the ROGO system could also be dedicated to a growing fund for land acquisition.

4. Establish Development Impact Fees

In North Hampton, money is provided for land acquisition and parks through a development fee when there is a zoning change. The Village already requires impact fees to be charged for new development. Because the Village is focused mainly on redevelopment, there is not as much potential for this mechanism in the Village.

5. Purchase with Bonds

In early March 2001, the North Hampton, Coastal New Hampshire Conservation Committee passed a bond issue where they will get \$4 million each year for the next 4 years to buy property for conservation and recreation, along with a matching grants program. The bond is \$.40 cents per \$1000 assessment. Many town meetings were

held on the issue. The matching grants sold the program to the citizenry. A foundation is being established to give a comfort level to citizens who are not happy with giving the money to the town.

Such a purchase would require a vote. Sarasota, Fort Lauderdale and Brevard County have all enacted bonds. The concern is that there are other high budget items such as wastewater currently being considered by the Islamorada Village Council. Therefore, the timing may not be good at this time. Land trusts as well as municipalities can float a bond to contract or leverage additional grant money. This is typically done to get a fixed amount of money that is needed immediately, not so much for gradual acquisition. Choosing this option requires a comprehensive understanding of the long-term acquisition needs, goals and a strategic plan.

6. Utilize Forms of Taxation with Exemptions

The Land Acquisition Advisory Committee believes that any form of taxation for land acquisition should be placed before registered voters as a non-binding referendum. Such referenda are popular in the United States. In the year 2000, according to the Land Trust Alliance, voters passed 83% of 209 State and local referenda to fund land conservation, committing about \$7.5 billion in tax dollars. Broward County, for example, held a referendum for \$400 million dollars. Therefore taxation for a \$100,000 home with a homestead exemption would be \$38.00/annum/household.

i. Ad Valorem Tax

An ad valorem or general tax refers to a raising of the millage rate. This is not a popular or palatable option to LAAC members. If the property goes up in value, a surcharge would be paid. North Hampton does something like this. If a house is valued at less than a certain amount, the additional millage would be waived. Alternatively, the extra millage could be paid only on non-homesteaded properties. There may be exemptions to payment of this tax: affordable housing, primary residence (homestead), residential or commercial exemptions. Vacation rental properties have greater impacts therefore should not have an exemption. Millage rates would be high with exemptions.

In Islamorada, Village of Islands, with a current taxable value (2000) of \$1,172,529,213, a ½ mil increase would result in approximately \$600,000 (\$586,264).

Any such referenda could specify a set period of time during which the tax will be effective, a limitation on use of the funds for matching grants only, or other provisions to stretch the public contribution.

ii. Title Transfer Tax, Newcomer Tax or Documentary Stamps

Transfer tax is a property sales tax either paid by the buyer or the seller. Given an assumed conservative estimate of \$60,000,000 in property sales annually, minus \$10,000,000 for affordable housing exemptions, in Islamorada, a .05% transfer tax on an average priced \$250,000 home would

be \$1,250, or \$300,000 per annum for the Village. Again, exemptions would need to be determined. Enacting such a tax requires that enabling legislation be passed by the State of Florida. Islamorada, Village of Islands is exploring this option.

iii. Excise Tax

An excise tax is a governmental levy on specific goods produced and consumed inside a country, including liquor, gasoline, tobacco and luxury goods. The Internal Revenue Service collects these taxes on behalf of the states and municipalities. Such a tax would impact businesses selling these goods.

iv. Tourist Development Tax

In the Florida Keys in 2001, the Tourist Development Council (TDC) dedicated a portion of bed tax revenues to 'brick and mortar' investments (including shoreline improvements) to increase the quality of life for Florida Keys residents. This funding could be increased. The mandates of the TDC could be expanded by an act of legislature to include land acquisition to protect the character and beauty of the Florida Keys. It is anticipated that such a proposal would be supported by the Monroe County BOCC, but would require a citizen referendum.

v. Gas Tax

Dade County added 5% to the gas tax to accomplish specified projects. Monroe County could do this as well. Again, tourists as well as locals would contribute to these funds.

7. Borrow Money

Borrowing money is a good deal as long as the property purchased with it appreciates in value. Currently (August 2001), loans can be contracted at 3% interest, whereas property values are increasing at a faster rate.

8. Grantsmanship

Innumerable grants are widely available to fund land acquisition and related stewardship projects. For example, many foundations with environmental or conservation mandates dedicate funds to other groups to carry out their work. There are many grants available, including for example, the Great Outdoors Conservancy and Bass Pro Shops. Additionally, there are professional organizations, which compile catalogues of institutions that provide grant opportunities. Financial resources are necessary to access these catalogues.

Other hurdles to good grantsmanship include planning to demonstrate qualification, the availability of staff resources to apply for potential grants and the ability to utilize the funding once it becomes available. Resources need to be available for this to be a viable option.

A non-profit foundation can hire a grants writer to work on grants on a full time basis with a percentage dedicated towards the administration. A grant writer who works on a contingency could be hired by a municipality. However, it can take up to ten months to receive funds, therefore there needs to be a draw down available to them.

9. Community Fundraising and Educational Events

Education is imperative to ensure land stewardship. The LAAC could lead the development of a brochure to draw attention to land stewardship issues. North Hampton used this approach to rally support for their bond issue. Brochures and other education materials can also be used to attract people who you want to make donations, to a land trust for example.

10. Contributor Recognition

Kiosks, plaques, public art, plantings or other forms of recognition are essential to acknowledge donors who have helped preserve the ecology of Islamorada.

11. Existing Funding Programs

Ongoing programs for funding land acquisition and management activities including Infrastructure Sales Tax, assistance of the Monroe County Land Authority, the Preservation 2000 Program, CARL and other agency programs will be ongoing.

Appendix 'A'
Land Acquisition Properties Update October 2001

This listing provides a status update of properties on the Land Acquisition Advisory Committee's acquisition list and other properties that have been acquired by government agencies within Islamorada, since Village incorporation.

PROPERTY DESCRIPTION	LEGAL DESCRIPTION	ACQUISITION STATUS
Edward & Margaret Mabbs Donation CLOSED	A portion of Tracts 'A', 'B' and 'C', LYSILOMA, as recorded in Plat Book 5 at Page 115 of the Public Records of Monroe County and all of the lanes within; Approx. MM 89	A Warranty Deed transferring this outstanding conservation property to the Village was executed June 8, 2000. A funding application for exotic removal and ecological restoration, as required, is now being prepared by staff.
Sea Oats Beach CLOSED	Lower Matecumbe Key Pt Lot 3 (Parcel C); and Matecumbe Ocean Beach Section A Revised Plat PB2-103 Lower Matecumbe Pt. of Tract 1 Parcel C; Lower Matecumbe Key; Approx MM 75	At their March 9, 2000 meeting, the Village Council agreed to accept a donation of two Sea Oats Beach parcels from the Nature Conservancy. A Reserved Conservation Easement restricts use of the properties to passive uses that do not interfere with the conservation values of the property. The Village has submitted a funding request to the Department of Community Affairs (DCA) for beach re-nourishment and re-vegetation.
Barrenson Property CLOSED	Meets & bounds description; Plantation Key behind Crum; Approx. MM 85	This property, which consists of 45 acres of mangroves was purchased by the MCLA in January 2001. As it is part of the CARL project, the land will be transferred to the State for management.
Wollard Parcel CLOSED	Metes & bounds description; Upper Matecumbe Key; Approx. MM 80	This parcel is owned by the BOCC/MCLA. It was purchased with FCT funds. The Village has requested that the BOCC transfer the property to the Village by means of the BOCC approving an amendment to the FCT contract.

Roth Property CLOSED	Pt. Gvt. Lot 3 (.60 acres) and Adj. Pt. of Canal and TR D less N 80' Plantation Tropical Park totaling 3.2 acres; Approx. MM 90.5	In January 2000, Mr. Joe Roth offered this property to the Village. In December 2000, the Village Council approved Resolution 00-12-47 supporting a Lease-Purchase Agreement between the Village and the Trust for Public Land (TPL) and in February 2001, the TPL closed on the property. The Village has indicated to the TPL that full funding of this property is the Village's grant application priority for this fiscal. A site visit was held on May 15, 2001 by the LAAC to review the terms of the grant. Public interest in this meeting indicated a need for public consultation when developing the required management plan to describe how the terms of the grant should be met. This grant specifies that exotic removal and ecological restoration of the property take place immediately as priority terms of the grant. A funding application for this work is now being prepared by staff.
MM 83 Median Site (Rosenblatt Parcels) CLOSED	Lots 16, 17 and 18, Block 1, Ocean View Subdivision, Upper Matecumbe Key; Approx. MM 83	In April 2001, the MCLA closed on three of the median hammock lots, the Rosenblatt parcels, on Upper Matecumbe, and in May 2001 Warranty Deeds were transferred to the Village. These properties were purchased with Preservation 2000 bonds and are subject to a conservation easement which restricts potential uses of the properties to conservation and recreational uses. A funding application for exotic removal and ecological restoration is now being prepared by staff.
Lower Matecumbe Hammocks (Placid and Caylor) CLOSING	Matecumbe Ocean Bay Sec 2;NE'LY 425.20' ft SW'LY 1072 ft of TR B; Matecumbe Ocean Bay Sec 2;NE'LY 346 ft SW'LY 1072 ft of TR B; Lower Matecumbe, Approx. MM 76.5	These two properties were purchased by the MCLA and will be turned over to CARL. A resolution to do so is on the BOCC Agenda next month.

Keoskie Tract CLOSING	Pt. Gvt. Lot 2 Pt SE ¼ of NE ¼ PB1-70, Plantation Key or Long Island, Approx. MM 90	In April 2001, the Trust for Public Lands (TPL) and the MCLA started discussions regarding acquisition of this property. A contract has now been signed with the owner, and the details of a tri-party agreement should be finalized this month. TPL will buy the property, and the MCLA will buy it from TPL and transfer ownership to the Village, with a conservation easement in favor of the MCLA on title.
Plantation Key Median Hammocks (Hershoff & Partners) CLOSING	There are numerous properties here on Plantation Key; Approx. MM90 Closing are: Block 2, Lots 1 through 4, Key Heights Section 1 and Lot 1, Tropical Coral Reef Estates	In September 2001, an Inter-local Agreement between the Village and the MCLA was executed allowing the MCLA to move forward with the transfer of five (5) median hammock lots on Plantation Key, using Preservation 2000 bond proceeds. Warranty Deeds are now being prepared. Use of these hammock lots will be restricted by conservation easement.
Lural – Kulisky Oceanfront Sites	Lot 4, Bay Btm. Adj. to Lots 5 & 6 PB1-101; Lots 5 & 6, Plantation Key or Long Island; Approx. MM 87	Negotiations for this site are temporarily on hold.

Harriette Goldsmith Site	PB3-93; Pt. Lot 7; Upper Matecumbe; Approx. MM 80.4	This property was placed under contract between the MCLA and Mrs. Goldsmith in March 2001. A 50 ft. by 250 ft. encroachment from Max's Marina has slowed this process down, due to concerns of potential contamination. It was proposed that the encroachment area be sold to Max's, bringing the marina owners into the negotiation to settle with Mrs. Goldsmith. Currently, Max's Marina is for sale.
MM 83 Median Site	Lots 1, 2, 3, 4, & 5; Islamorada Business Sites, Upper Matecumbe Key; Approx. MM 83	The MCLA continues to negotiate with the three landowners of these conservation parcels. Circle K has expressed willingness to negotiate but the process is moving slowly; the Russell's are considering selling as they explore all options; the Peacon-Leatherman parcel is unlikely to be acquired.
Choate	Tract 6, Pt. Gvt. Lots 1, 2, & 3; Pt. Tract 5, Lots 1, 2, & 3; etc.; Island of Upper Matecumbe; Approx. MM 80	The Monroe County Land Authority (MCLA) continues to negotiate with the landowners in the hope of acquiring this conservation tract. This property is also on the CARL list.
Sojourn Site	Pt. Tract 5; Lower Matecumbe Key; Approx. MM 74.9	In January 2001, the owner indicated a willingness to sell and was directed to the MCLA to negotiate. This parcel supports the commercial fishery. Should the Village acquire this parcel, the current use would need to be discontinued as the lands would be acquired with conservation dollars. It is not appropriate that the Village negotiate on this parcel due to displacement of the fishery and potential contamination on the site. Therefore, acquisition of this parcel is on hold indefinitely by the MCLA but the Village may choose to pursue the parcel independently.

Gloria Crum + 2 adjacent sites	Pt. SW ¼ of SE ¼ Plantation Key or Long Island; Approx. MM 86	This property is a red mangrove wetland with water flow on site. According to Mark Rosch, the State would already own the wetland portions. Considering the small amount of upland, the owner is asking too high a price due to highway frontage and the negotiation has been placed low on the priority list.
Webster Wetlands	Pt. Gvt. Lot 1-2-3-4; Bay Bottom NW'LY & Adj to Pt Gov't Lots 1-2-3-4; Lower Matecumbe Key; Lot 1, Lot 2 & 2A, Blk A, White Marlin Beach; Lower Matecumbe Key; Approx. MM 74	Like the Crum site, this site is primarily red mangrove wetland, therefore owned largely by the State, and has been placed low on the priority list.
Kiyashka	Bay Btm Adj Tract 2,3, & 6; Bay Btm Adj Tract 1 & 4; Tract 2, 3, 4, & 6 of Subdivision of Lots 3-4, Upper Matecumbe, Approx. MM 81	As the property owner is seeking a larger sum than anticipated for this property, the MCLA is not aggressively pursuing acquisition. However, the MCLA is not closing the book on this property.
Peacon – Leatherman	The Peacon-Leatherman Tract; Upper Matecumbe Key Tr 2; Approx. MM 83	Owners of this parcel are not willing sellers. This oceanfront lot is tied with one of the MM 83 median hammocks. It seems imminent that the owners will apply for a TRE to build on the ocean property.

Appendix 'B'

Expert Consultation Workshop
Discussion Questions



LAAC LUNCHEON THURSDAY JUNE 7, 2001

Invited Are:

Tom McDonald, CPA	FAX: 852-5763
Mitch Bernstein, WSHPG, Attorney	FAX: (305) 854-2323
Kevin Mooney, Trust for Public Lands	FAX: (850) 222-3133
Chris Bergh, Land Conservation Program Manager	
Florida Chapter Nature Conservancy	FAX: (305) 292-1763
Bob Burns, Associate Director of Protection,	
Florida Chapter Nature Conservancy	FAX: (407) 682-3077
Mark Gregg, Attorney	FAX: 453-9427

Land Acquisition Advisory Committee (LAAC) members and staff of the Community Planning and Development Services Department are pleased that you will be able to join us for lunch on June 7, 2001 from 11:30 to 2:00, in the Village Council Chambers at Islamorada Founders Park.

Over the last eight months, the LAAC has been preparing an action plan for retiring development rights from vacant parcels within Islamorada. This research details incentives that can be used to encourage private land stewardship and mechanisms for raising funds with which parcels can be purchased outright. Ultimately, the research will result in a set of advisory recommendations to the Islamorada Village Council regarding short, intermediate and long range actions that the Village can take to achieve land acquisition and management goals.

During the luncheon, the LAAC would like your ideas and input in your area of expertise to help answer unresolved questions that remain at this late stage in the research. With your help, the LAAC will better be able to measure the pros and cons of pursuing various tactics, and be better able to advise the Council on these issues.

A list of questions that the LAAC would like to discuss has been attached to this mail out, along with a short list of the mechanisms that are under examination.

We look forward to lively discussion at this meeting and thank-you again for agreeing to attend. Please call Theresa Szymanis, AICP, Village Planner at (305) 664-2345, if you have any questions.

**LAAC Luncheon Thursday June 7, 2001
11:30 – 2:00 at Village Council Chambers, Founders Park**

Discussion Questions:

1. What incentives can a municipality use to encourage homeowners to purchase adjacent properties for ‘conservation’ purposes?
2. What are the necessary procedures to reflect restrictive covenants or conservation easements on the property tax rolls? How would this differ if the easement or covenant were placed on all of the lot (no use) or part of the lot (accessory uses only)? How would this mechanism be implemented?
3. How does the purchase of development rights (PDR’s) work? How is the market value of PDR’s established?
4. Can the Village form and manage a non-profit entity such as a Land Trust? What are the relative taxation and other advantages of being a municipality or a separate non-profit entity such as a Land Trust for accepting donations of land, money or accessing grants?
5. What are the relative advantages of establishing a Community Land Trust versus a Foundation?
6. Can a municipality create and manage an endowment?
7. Can a not-for-profit entity other than a municipality, a Foundation for example, purchase a bond to leverage matching grant funds?
8. For Islamorada, what are the key variables that may demonstrate that it costs more to grow than to not grow? How do we offset the negative perception that taxes will increase if conservation properties are purchased and removed from the tax rolls?
9. How does the excise tax on luxury goods work from a coordination perspective? Is this a potential source of land acquisition revenue?
10. Do you have any other splendid ideas for providing incentives or raising revenues for land acquisition and management that have worked successfully in other areas?

DRAFT ACTION PLAN TABLE OF CONTENTS

II MECHANISMS TO RETIRE DEVELOPMENT RIGHTS

A. INCENTIVES TO ENCOURAGE LAND STEWARDSHIP

1. Encourage Private Land Stewardship Through Incentives
 - vi. Provide an Ad Valorem Taxation Reduction for Conservation Easements
 - vii. Purchase Conservation Easements
 - viii. Utilize Restrictive Covenants
 - ix. Purchase of Development Rights (PDR's)
 - x. Encourage Unity of Title
 - xi. Facilitate Private Purchase of Contiguous Lots
 - xii. Establish a Mitigation Bank of Restoration Funds
2. Facilitate Conservation Using Transferable Development Rights (TDR's)
 - i. Create Regulations That Promote TDR's for Land Conservation
3. Encourage Voluntary Dedication and Funds for Acquisition
 - iv. Establish a Community Land Trust
 - v. Establish a Foundation
 - vi. Encourage Donation of Land
 - iv. Create an Endowment

B. FINANCING OUTRIGHT ACQUISITION

1. Dedicate a Percentage of the Annual Budget
6. Dedicate a Percentage of Unanticipated Excess Village Revenue
7. Establish a Policy to Dedicate Revenues Acquired From Planning Mitigation
8. Establish Development Impact Fees
9. Purchase with Bonds
10. Establish a Toll on U.S. 1
7. Utilize Forms of Taxation with Exemptions
 - i. Ad Valorem Tax
 - ii. Title Transfer Tax or Documentary Stamps
 - vi. Excise Tax
 - vii. Sales Sur Tax
 - viii. Infrastructure Sales Tax
 - ix. One Cent Tourist Sales Tax
7. Borrow Money
8. Grantsmanship
12. Community Fundraising and Educational Events
13. Contributor Recognition
14. Existing Funding Programs

Policy 1-3.1.2: Maintain Programs For Conservation Of Lands Within Islamorada

The Islamorada Village of Islands Council shall maintain an Action Plan for the Village, developed by the Village's Land Acquisition Advisory Committee, in conjunction with Village staff. This Action Plan shall recommend the best means for land acquisition and conservation including retiring development rights from the vacant lands within the Village, while protecting private property rights, and may include programs such as: a general tax; a transfer tax; tax reduction for easements; unity of title; voluntary dedication; establishment of a Land Trust; outright acquisition; grantsmanship and/or fundraising events. The Action Plan shall include a system for continued monitoring, evaluation and update of the adopted programs.

The Land Acquisition Selection System shall be maintained to affirm the Village's future conservation/ecological infrastructure, in coordination with the Monroe County Land Authority, current and proposed Land Development Regulations, and Comprehensive Plan policies. Evaluation of each of the current LAAC priority properties and other potential conservation properties in the Village shall be completed, and shall result in an amended conservation lands listing. Subsequently, during the following budget cycle, the Village shall prepare a Capital Investment Plan for land acquisition and purchase of development rights in coordination with regional, State, Federal and private non-profit programs, including but not limited to the Department of Environmental Protection (CARL), the Monroe County Land Authority, the Department of Community Affairs and other agencies with an interest in conservation lands. This Capital Investment Plan shall be incorporated into the Village's Capital Improvement Program.

The Village shall continue to coordinate with regional, State, Federal and private non-profit programs, including but not limited to the Department of Environmental Protection (CARL/Florida Forever), the Monroe County Land Authority, the Trust for Public Lands, and the Department of Community Affairs (Florida Communities Trust) for the acquisition of properties consistent with the Action Plan.





Council Communication

To: Mayor and Village Council
From: Evie Engelmeyer, Human Resources Director
Date: June 11, 2024
SUBJECT: Village Manager Evaluation - TAB D

Background:

On March 12, 2024, Islamorada entered into an employment agreement with Robert Cole. Section 4 of the employment agreement layouts the Performance Evaluation process. The Village Manager will be reviewed every 60 days for the first year of employment, split into six (6) rating periods and then evaluated annually. Each Village Council Member will participate in one-on-one meetings with the Village Manager after the rating period closes. The council can provide an evaluation in written format or can provide their evaluation verbally.

Analysis:

The past rating period one started March 13 and ended May 13. All evaluations (written and verbal) were completed prior to the end of day May 24. There were two (2) written evaluations and three (3) verbal evaluations conducted.

Budget Impact:

Staff Impact:

Recommendation:

Attachments:

1. R_Cole Eval #1 Gregg
2. R_Cole Eval #1 Jolin



Islamorada, Village of Islands
Village Manager Performance Evaluation
Evaluation period: 1 through N/A

Mark Greegg *
Elected Official's Name

The purpose of this evaluation form is to assess the performance of the Village Manager, Robert Cole, who must be evaluated every sixty (60) days pursuant to his employment contract, which was approved by the Village Council on March 12, 2024. Mr. Cole will be evaluated on the following dates for the time periods noted:

Rating Period	Start Date	End Date	Due Date to HR	RVCM Public Review
Period #1	March 13, 2024	May 13, 2024	May 24, 2024	June 11, 2024
Period # 2	May 14, 2024	July 13, 2024	July 24, 2024	August 6, 2024
Period #3	July 14, 2024	September 12, 2024	September 24, 2024	October 8, 2024
Period #4	September 13, 2024	November 12, 2024	November 25, 2025	December 10, 2024
Period #5	November 13, 2024	January 12, 2025	January 24, 2025	February 11, 2025*
Period #6	January 13, 2025	March 14, 2025	March 24, 2025	April 8, 2025*

*2025

Council

meeting calendar is not published. Dates of meetings may change

INSTRUCTIONS FOR EVALUATOR:

- 1) Please circle from the list above which time period this evaluation form covers.
- 2) The numerical rating system used in conjunction with this evaluation form is from 1-5, with 1 being the lowest score, and 5 being the highest. The rating scale is defined as follows:

NUMERICAL SCORING	TITLE	DESCRIPTION
1	Poor	Performance was consistently below expectations and/or reasonable progress towards critical goals was not made. Significant improvement is needed in one or more areas.
2	Unsatisfactory	Performance failed to meet expectations and/or one or more of the most critical goals were not met.

* Items left blank indicate that not enough time has passed working with Mr. Cole to provide a full and fair evaluation. Mark Greegg 5/24/24

- e) ☒ Self-starter.

Add the values from above and enter the subtotal ____ ÷ 5 = ____ score for this category

2. PROFESSIONAL SKILLS AND STATUS (Please attach a separate sheet if you wish to write a narrative response in addition to the score you have placed in any of the categories below. Specific examples may be utilized).

- a) _____ Perform duties as may be prescribed by the Charter.
b) _____ Demonstrates a capacity for innovation and creativity.
c) _____ Anticipates and analyzes problems to develop effective approaches for solving them.
d) _____ Willing to try new ideas proposed by Council and/or staff.
e) _____ Sets a professional example by regularly reporting to work, and by handling affairs of the public office in a fair and impartial manner.

Add the values from above and enter the subtotal ____ ÷ 5 = ____ score for this category

3. RELATIONS WITH MEMBERS OF THE COUNCIL (Please attach a separate sheet if you wish to write a narrative response in addition to the score you have placed in any of the categories below. Specific examples may be utilized).

- a) _____ Executes directives of the Council and keeps the members apprised of substantive day-to-day matters as a whole, as opposed to informing any one member or minority group.
b) _____ Sets meeting agendas and implement goals that reflect the guidance of the Council and avoids unnecessary involvement in administrative actions.
c) ☒ Attends all meetings of the Council and is prepared to take part in the discussion.
d) _____ Facilitates decision-making by providing useful recommendations and information regarding Village business to members of the Council to enable the members to carry out their functions.
e) _____ Responds well to requests, ideas, advice, and constructive criticism by members of the Council.

Add the values from above and enter the subtotal ____ ÷ 5 = ____ score for this category

4. POLICY EXECUTION (Please attach a separate sheet if you wish to write a narrative response in addition to the score you have placed in any of the categories below. Specific examples may be utilized).

- a) _____ Implements actions in accordance with the intent of the Council, with tangible results achieved for projects and ideas implemented by the Village Manager.
b) _____ Supports the actions of the Council after a decision has been reached, both inside and outside the organization.
c) _____ Understands, supports, and enforces local government's laws, policies, and ordinances.
d) _____ Reviews ordinances and policies/procedures periodically to suggest improvements to their effectiveness.
e) _____ Offers workable alternatives to the Council for changes in law or policy when an existing policy or ordinance is no longer practical.

Add the values from above and enter the subtotal ____ ÷ 5 = ____ score for this category

5. REPORTING (Please attach a separate sheet if you wish to write a narrative response in addition to the score you have placed in any of the categories below. Specific examples may be utilized).

- a) ☒ Provides regular information and reports to the Council concerning matters of importance.
- b) ☐ Responds in a timely manner to special report requests from the Council.
- c) ☐ Takes the initiative to provide information, advice, and recommendations to the Council on matters that are non-routine and not administrative in nature.
- d) ☐ Produces accurate, comprehensive, and concise reports to the Council with subject matters that are pertinent to Village business.
- e) ☐ Demonstrates transparency in the production and handling of reports so that affairs of the Village are open to public inspection/comment.

Add the values from above and enter the subtotal ____ ÷ 5 = ____ score for this category

6. CITIZEN RELATIONS (please attach a separate sheet if you wish to write a narrative response in addition to the score you have placed in any of the categories below. Specific examples may be utilized).

- a) ☐ Responsive to requests from citizens.
- b) ☐ Demonstrates a dedication to service to the community and its citizens.
- c) ☐ Maintains a non-partisan approach in dealing with the news media.
- d) ☐ Meets with and listens to members of the community to discuss and address their concerns.
- e) ☐ Makes sufficient effort to maintain and ensure citizen satisfaction with Village services.

Add the values from above and enter the subtotal ____ ÷ 5 = ____ score for this category

7. STAFFING (Please attach a separate sheet if you wish to write a narrative response in addition to the score you have placed in any of the categories below. Specific examples may be utilized). If you wish to discuss the Village Manager's direction and leadership of a particular department, please attach a separate sheet doing so.

- a) ☐ Recruits and retains competent personnel for staff positions.
- b) ☐ Properly supervises staff to ensure improvements in any areas of substandard performance.
- c) ☐ Stays accurately informed and appropriately concerned about employee relations (e.g., recruitment, hiring, retention, separations, etc.).
- d) ☐ Ensures department directors are reaching their goals.
- e) ☐ Promotes and ensures training and development opportunities are available for employees at all levels of the organization.

Add the values from above and enter the subtotal ____ ÷ 5 = ____ score for this category

8. SUPERVISION (Please attach a separate sheet if you wish to write a narrative response in addition to the score you have placed in any of the categories below. Specific examples may be utilized).

- a) ☐ Provides sufficient autonomy to departments directors which encourages them to make decisions within their jurisdictions with minimal Village Manager involvement, yet maintains general control of operations by providing the right amount of communication to the staff.

- b) _____ Instills confidence and promotes initiative in subordinates through supportive rather than restrictive controls for their programs while still monitoring operations at the department level.
- c) _____ Develops and maintains a friendly and informal relationship with the staff and work force in general, yet maintains the professional dignity of the Village Manager's Office.
- d) _____ Sustains or improves staff performance by evaluating the performance of staff members at least annually, setting goals and objectives for them, periodically assessing their progress, and providing appropriate feedback and guidance.
- e) _____ Exercises direction and control over all departments and divisions.

Add the values from above and enter the subtotal ____ ÷ 5 = ____ score for this category.

9. FISCAL MANAGEMENT (Please attach a separate sheet if you wish to write a narrative response in addition to the score you have placed in any of the categories below. Specific examples may be utilized)

- a) _____ Presents a budget and budgetary recommendations in an intelligent and accessible format.
- b) _____ Presents a balanced budget to provide services to the community at a level directed by the Council.
- c) _____ Appropriately monitors and manages fiscal activities of the organization, to ensure that the best possible use of available funds is made, conscious of the need to operate the Village efficiently and effectively.
- d) _____ Oversees the various capital projects of the Village to ensure timely completion and within budget.
- e) _____ Have charge of the department of finance under his control and administer the financial affairs of the Village.

Add the values from above and enter the subtotal ____ ÷ 5 = ____ score for this category

10. COMMUNITY (Please attach a separate sheet if you wish to write a narrative response in addition to the score you have placed in any of the categories below. Specific examples may be utilized)

- a) _____ Ensures that employees display an attitude and feeling of helpfulness, courtesy and sensitivity with respect to contact with the public.
- b) _____ Promotes and provides information in response to public inquiries regarding activities, services or potential employment development with the Village.
- c) _____ Establishes and maintains a liaison with private organizations, service groups or individuals involved in areas of concern that relate to Village services or activities.
- d) _____ Cooperates with other regional, state and federal government agencies.
- e) _____ Fosters relationships with the community and maintains an image of the Village to the community that represents service, enthusiasm and professionalism.

Add the values from above and enter the subtotal ____ ÷ 5 = ____ score for this category.

FOR USE BY HUMAN RESOURCES ONLY

TOTAL SCORE FOR ALL CATEGORIES = _____

VILLAGE MANAGER PERFORMANCE (Based on rating system above) = _____

3	Satisfactory	Performance met expectations in terms of quality of work, efficiency and timeliness. The most critical goals were met.
4	Very Satisfactory	Performance exceeded expectations. All goals, objectives and targets were achieved beyond the established standards.
5	Outstanding	Performance represents an extraordinary level of achievement and commitment in terms of quality and time, technical skills and knowledge, ingenuity, creativity and initiative. The employee demonstrated exceptional job mastery in all areas of major responsibility.

3) Once completed, please sign the evaluation form in the space below, and return it to the Human Resources Director, Evie Engelmeyer, via email to hr@islamorada.fl.us.

4) **You do not need to tabulate the final or overall scores.** The Human Resources Director will tabulate the total numerical score and otherwise summarize comments made on the Evaluation Form and any attachments. These results will be provided to the Council via email correspondence. The Village Manager's performance will be assessed numerically as follows:

- 4.5-5.0 = Outstanding
- 3.5-4.499= Very Satisfactory
- 2.5-3.499=Satisfactory
- 1.5-2.499= Unsatisfactory
- 1-1.499= Poor

5) The results of the evaluation will be included on the agenda for discussion at the next scheduled Council meeting and the discussion will be facilitated by the Human Resources Director.

* Items marked "X" indicate Satisfactory performance based upon personal observation, but more time required to provide a full and fair evaluation


Elected Official's Signature

5/24/24
Date Submitted

INDIVIDUAL CHARACTERISTICS (Please attach a separate sheet if you wish to write a narrative response in addition to the score you have placed in any of the categories below. Specific examples may be utilized).

- a) ☒ Diligent and thorough in the discharge of duties while maintaining high ethical standards.
- b) ☐ Exercises good judgment and possesses the requisite aptitude.
- c) ☒ Displays enthusiasm, cooperation and will to adapt.
- d) ☒ Exhibits composure, appearance and attitude appropriate for an executive position.



Islamorada, Village of Islands
Village Manager Performance Evaluation
Evaluation period: 3/13/24 through 5/13/24

Elizabeth John
Elected Official's Name

The purpose of this evaluation form is to assess the performance of the Village Manager, Robert Cole, who must be evaluated every sixty (60) days pursuant to his employment contract, which was approved by the Village Council on March 12, 2024. Mr. Cole will be evaluated on the following dates for the time periods noted:

Rating Period	Start Date	End Date	Due Date to HR	RVCM Public Review
Period #1	March 13, 2024	May 13, 2024	May 24, 2024	June 11, 2024
Period # 2	May 14, 2024	July 13, 2024	July 24, 2024	August 6, 2024
Period #3	July 14, 2024	September 12, 2024	September 24, 2024	October 8, 2024
Period #4	September 13, 2024	November 12, 2024	November 25, 2025	December 10, 2024
Period #5	November 13, 2024	January 12, 2025	January 24, 2025	February 11, 2025*
Period #6	January 13, 2025	March 14, 2025	March 24, 2025	April 8, 2025*

*2025 Council meeting calendar is not published. Dates of meetings may change

INSTRUCTIONS FOR EVALUATOR:

- 1) Please circle from the list above which time period this evaluation form covers.
- 2) The numerical rating system used in conjunction with this evaluation form is from 1-5, with 1 being the lowest score, and 5 being the highest. The rating scale is defined as follows:

NUMERICAL SCORING	TITLE	DESCRIPTION
1	Poor	Performance was consistently below expectations and/or reasonable progress towards critical goals was not made. Significant improvement is needed in one or more areas.
2	Unsatisfactory	Performance failed to meet expectations and/or one or more of the most critical goals were not met.
		Performance met expectations in terms of quality of work, efficiency and timeliness. The most critical goals were met.

3	Satisfactory	
4	Very Satisfactory	Performance exceeded expectations. All goals, objectives and targets were achieved beyond the established standards.
5	Outstanding	Performance represents an extraordinary level of achievement and commitment in terms of quality and time, technical skills and knowledge, ingenuity, creativity and initiative. The employee demonstrated exceptional job mastery in all areas of major responsibility.

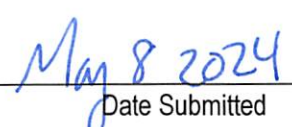
3) Once completed, please sign the evaluation form in the space below, and return it to the Human Resources Director, Evie Engelmeyer, via email to hr@islamorada.fl.us.

4) **You do not need to tabulate the final or overall scores.** The Human Resources Director will tabulate the total numerical score and otherwise summarize comments made on the Evaluation Form and any attachments. These results will be provided to the Council via email correspondence. The Village Manager's performance will be assessed numerically as follows:

- 4.5-5.0 = Outstanding
- 3.5-4.499= Very Satisfactory
- 2.5-3.499=Satisfactory
- 1.5-2.499= Unsatisfactory
- 1-1.499= Poor

5) The results of the evaluation will be included on the agenda for discussion at the next scheduled Council meeting and the discussion will be facilitated by the Human Resources Director.


Elected Official's Signature


Date Submitted

INDIVIDUAL CHARACTERISTICS (Please attach a separate sheet if you wish to write a narrative response in addition to the score you have placed in any of the categories below. Specific examples may be utilized).

- a) _____ Diligent and thorough in the discharge of duties while maintaining high ethical standards.
- b) _____ Exercises good judgment and possesses the requisite aptitude.
- c) _____ Displays enthusiasm, cooperation and will to adapt.
- d) _____ Exhibits composure, appearance and attitude appropriate for an executive position.
- e) _____ Self-starter.

Add the values from above and enter the subtotal $___ \div 5 =$ 5 score for this category

2. PROFESSIONAL SKILLS AND STATUS (Please attach a separate sheet if you wish to write a narrative response in addition to the score you have placed in any of the categories below. Specific examples may be utilized).

- a) 5 Perform duties as may be prescribed by the Charter.
- b) 1 Demonstrates a capacity for innovation and creativity.
- c) 1 Anticipates and analyzes problems to develop effective approaches for solving them.
- d) 1 Willing to try new ideas proposed by Council and/or staff.
- e) 1 Sets a professional example by regularly reporting to work, and by handling affairs of the public office in a fair and impartial manner.

Add the values from above and enter the subtotal $___ \div 5 =$ 5 score for this category

3. RELATIONS WITH MEMBERS OF THE COUNCIL (Please attach a separate sheet if you wish to write a narrative response in addition to the score you have placed in any of the categories below. Specific examples may be utilized).

- a) 5 Executes directives of the Council and keeps the members apprised of substantive day-to-day matters as a whole, as opposed to informing any one member or minority group.
- b) 1 Sets meeting agendas and implement goals that reflect the guidance of the Council and avoids unnecessary involvement in administrative actions.
- c) 1 Attends all meetings of the Council and is prepared to take part in the discussion.
- d) 1 Facilitates decision-making by providing useful recommendations and information regarding Village business to members of the Council to enable the members to carry out their functions.
- e) 1 Responds well to requests, ideas, advice, and constructive criticism by members of the Council.

Add the values from above and enter the subtotal $___ \div 5 =$ 15 score for this category

4. POLICY EXECUTION (Please attach a separate sheet if you wish to write a narrative response in addition to the score you have placed in any of the categories below. Specific examples may be utilized).

- a) 5 Implements actions in accordance with the intent of the Council, with tangible results achieved for projects and ideas implemented by the Village Manager.
- b) 1 Supports the actions of the Council after a decision has been reached, both inside and outside the organization.
- c) 1 Understands, supports, and enforces local government's laws, policies, and ordinances.
- d) 1 Reviews ordinances and policies/procedures periodically to suggest improvements to their effectiveness.
- e) 4 Offers workable alternatives to the Council for changes in law or policy when an existing policy or ordinance is no longer practical.

Add the values from above and enter the subtotal $___ \div 5 =$ 15 score for this category

5. REPORTING (Please attach a separate sheet if you wish to write a narrative response in addition to the score you have placed in any of the categories below. Specific examples may be utilized).

- a) 5 Provides regular information and reports to the Council concerning matters of importance.

- b) _____ Responds in a timely manner to special report requests from the Council.
- c) _____ Takes the initiative to provide information, advice, and recommendations to the Council on matters that are non-routine and not administrative in nature.
- d) _____ Produces accurate, comprehensive, and concise reports to the Council with subject matters that are pertinent to Village business.
- e) _____ Demonstrates transparency in the production and handling of reports so that affairs of the Village are open to public inspection/comment.

Add the values from above and enter the subtotal ____ ÷ 5 = ____ score for this category

6. CITIZEN RELATIONS (please attach a separate sheet if you wish to write a narrative response in addition to the score you have placed in any of the categories below. Specific examples may be utilized).

- a) _____ Responsive to requests from citizens.
- b) _____ Demonstrates a dedication to service to the community and its citizens.
- c) _____ Maintains a non-partisan approach in dealing with the news media.
- d) _____ Meets with and listens to members of the community to discuss and address their concerns.
- e) _____ Makes sufficient effort to maintain and ensure citizen satisfaction with Village services.

Add the values from above and enter the subtotal ____ ÷ 5 = ____ score for this category

7. STAFFING (Please attach a separate sheet if you wish to write a narrative response in addition to the score you have placed in any of the categories below. Specific examples may be utilized). If you wish to discuss the Village Manager's direction and leadership of a particular department, please attach a separate sheet doing so.

- a) _____ Recruits and retains competent personnel for staff positions.
- b) _____ Properly supervises staff to ensure improvements in any areas of substandard performance.
- c) _____ Stays accurately informed and appropriately concerned about employee relations (e.g., recruitment, hiring, retention, separations, etc.).
- d) _____ Ensures department directors are reaching their goals.
- e) _____ Promotes and ensures training and development opportunities are available for employees at all levels of the organization.

Add the values from above and enter the subtotal ____ ÷ 5 = ____ score for this category

8. SUPERVISION (Please attach a separate sheet if you wish to write a narrative response in addition to the score you have placed in any of the categories below. Specific examples may be utilized).

- a) _____ Provides sufficient autonomy to departments directors which encourages them to make decisions within their jurisdictions with minimal Village Manager involvement, yet maintains general control of operations by providing the right amount of communication to the staff.
- b) _____ Instills confidence and promotes initiative in subordinates through supportive rather than restrictive controls for their programs while still monitoring operations at the department level.

- c) 5 Develops and maintains a friendly and informal relationship with the staff and work force in general, yet maintains the professional dignity of the Village Manager's Office.
- d) 7 Sustains or improves staff performance by evaluating the performance of staff members at least annually, setting goals and objectives for them, periodically assessing their progress, and providing appropriate feedback and guidance.
- e) 5 Exercises direction and control over all departments and divisions.

Add the values from above and enter the subtotal ____ ÷ 5 = ____ score for this category.

9. FISCAL MANAGEMENT (Please attach a separate sheet if you wish to write a narrative response in addition to the score you have placed in any of the categories below. Specific examples may be utilized)

- a) 7 Presents a budget and budgetary recommendations in an intelligent and accessible format.
- b) 7 Presents a balanced budget to provide services to the community at a level directed by the Council.
- c) 5 Appropriately monitors and manages fiscal activities of the organization, to ensure that the best possible use of available funds is made, conscious of the need to operate the Village efficiently and effectively.
- d) 5 Oversees the various capital projects of the Village to ensure timely completion and within budget.
- e) 5 Have charge of the department of finance under his control and administer the financial affairs of the Village.

Add the values from above and enter the subtotal ____ ÷ 5 = ____ score for this category

10. COMMUNITY (Please attach a separate sheet if you wish to write a narrative response in addition to the score you have placed in any of the categories below. Specific examples may be utilized)

- a) 5 Ensures that employees display an attitude and feeling of helpfulness, courtesy and sensitivity with respect to contact with the public.
- b) _____ Promotes and provides information in response to public inquiries regarding activities, services or potential employment development with the Village.
- c) _____ Establishes and maintains a liaison with private organizations, service groups or individuals involved in areas of concern that relate to Village services or activities.
- d) _____ Cooperates with other regional, state and federal government agencies.
- e) _____ Fosters relationships with the community and maintains an image of the Village to the community that represents service, enthusiasm and professionalism.

Add the values from above and enter the subtotal ____ ÷ 5 = ____ score for this category.

.....
FOR USE BY HUMAN RESOURCES ONLY

TOTAL SCORE FOR ALL CATEGORIES = _____

VILLAGE MANAGER PERFORMANCE (Based on rating system above) = _____

.....
*some of these categories
don't apply in these
early stages of development
→ overall performance 5*

EMPLOYEE COMMENTS:

The employee's signature below certifies that the employee has had the opportunity to review and discuss the appraisal with the evaluator but does not necessarily mean the employee agrees with the appraisal.

_____	_____
Employee Signature	Human Resources Signature
_____	_____
Date	Date
_____	_____
5/10/24	5/10/24



Council Communication

To: Mayor and Village Council
From: Robert Cole, Village Manager
Date: June 11, 2024
SUBJECT: **Property Disposition Update: Island Silver and Spice Properties, and the Machado Property - TAB 4**

Background:

At its meeting held on May 09, 2024, the Village Council directed Manager Cole to investigate options for productive use of the Village-owned parcels commonly referred to as Island Silver and Spice (81981 Overseas Highway) and the Machado property. The Staff Analysis Section relates the requested recommendation.

Analysis:

Considering the charge from Council, the discussion today is intended to gain Council consensus on a suggested strategy for returning the Island Silver and Spice property and the Machado property to productive use, rather than remaining idle as Village land holdings. Should Council support the suggested approach, staff will proceed with drafting the required documents and initiating the procurement process, with a potential contract award in September or October 2024.

Both the Islamorada Comprehensive Plan and Strategic Plan express strong support for affordable and workforce housing, including strategies for advancing related goals. Land conservation also receives strong support.

Given that the Island Silver and Spice property is fronting on U.S.-1 and is situated in proximity to a variety of commercial enterprises, it makes a great deal of sense to consider the site for deed-restricted affordable or workforce housing, perhaps in combination with some form of first floor retail or other business use suitable for the site. Indeed, the same property was included in a 2023 list of [Suitable Village-Owned Properties](#) identified by staff and Council for potential affordable and/or workforce housing projects. Therefore, I recommend that staff develop an RFQ seeking qualified firms interested in working with the Village to plan, develop, construct, and operate affordable and/or workforce housing at the Island Silver and Spice Property.

With respect to the Machado property, I suggest the same general procurement approach. A portion (one parcel) of the Machado property was also included in the Suitable Village-Owned Property report listed above, though other parcels on the site were found not suitable due to sensitive environmental attributes. Importantly, and not unlike the balance of Islamorada, housing affordability is a recurring problem with recruiting Village employees. Local housing costs negatively impact salary negotiations and the depth of the candidate pool we are able to draw from. If employee housing were available nearby, as in the case of the Machado

property, our recruitments would be more attractive in the marketplace and we would have another valuable tool to use in salary negotiations; personnel costs are a major driver of the municipal budget, and employee housing could help reduce such costs. Interestingly, it may be possible to unify (combine) the Machado parcels such that the entire square footage of the combined lot may be used to establish the number of authorized affordable or workforce housing units to target on a smaller portion of the unified lot. Should that be possible and occur, areas of the unified lot with environmentally significant attributes could remain fully protected and the desired number of housing units could be directed to portions of the unified lot not featuring important habitat, thus supporting both affordable housing and environmental goals for the site.

While both properties are discussed separately above, it may also be possible to identify a single partner responsible for both redevelopment projects, should Council be desirous of proceeding. Furthermore, it should be noted that any prospective RFQ would include the need to incorporate building and site sustainability and energy efficiency and conservation goals that exceed the minimum requirements of the Florida Building Code.

Budget Impact:

Apart from staff effort to develop the RFQ(s), there is no budget impact at this time.

Staff Impact:

Staff effort associated with drafting a circulating the prospective RFQ(s).

Recommendation:

Direct staff to proceed with drafting and issuing the RFQ(s).

Attachments: None



Council Communication

To: Mayor and Village Council
From: Marne McGrath, Village Clerk
Date: June 11, 2024
SUBJECT: **Approval of Minutes: - TAB 5**
May 7, 2024 Executive Session
May 7, 2024 Regular Village Council Meeting
May 9, 2024 Land Use Council Meeting
Amended December 12, 2023 Regular Village Council Meeting

Background:

Minutes for the Village Council Meetings held May 7 and May 9, 2024, and Executive Session held May 7, 2024 are submitted for Council's review and approval.

Amended minutes from the December 12, 2023 Regular Village Council Meeting are presented for correction. The phrase "and candidates" has been struckthrough on Page 6, Item E - Discussion Regarding New Form 6 Requirements and Related Professional Fees. Legal has clarified that professional fees associated with filing Ethics Form 6 - Full Financial Disclosure are available to elected officials only.

Analysis:

Budget Impact:

Staff Impact:

Recommendation:

Attachments:

1. 05 07 2024 Regular Village Council Minutes
2. 05 07 2024_Executive Session Minutes
3. 05 09 2024 Land Use Village Council Minutes
4. 12122023_RVCM - Amended Minutes



Islamorada, Village of Islands

REGULAR VILLAGE COUNCIL MEETING

May 7, 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 5:32 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

Firefighter Mohammed Abukahok led the Pledge of Allegiance and Tony Hammon started the meeting with a prayer.

III. AGENDA: Requests for Deletion / Emergency Additions

Council Member Henry Rosenthal requested moving Consent Agenda Tabs 4, 5, and 6 to the Regular Agenda.

Interim Village Attorney John Quick asked to move Tab Y, concerning the purchase of the church at 83250 Overseas Highway, to the May 9 Land Use Council Meeting agenda.

IV. REPORTS, PRESENTATIONS AND ANNOUNCEMENTS

A. Proclamation Declaring May 19 - 25, 2024, as Emergency Medical Services Week -**TAB 1**

Mayor Pinder read the proclamation and declared May 19 - 24 as EMS Week.

B. Monroe County Micro-Transit On-Demand Service Update

Monroe County Transit Director Richard Clark presented an analysis of the countywide transit situation and summarized the findings. He noted the County is applying for a grant to implement a ferry from Islamorada, Marathon, and Key West. He reported that the Microtransit RFP evaluation committee selected FreeBee. Mr. Clark indicated that if the long-term goal is consistent Countywide transit, the Village needs to decide on partnership options with the County.

Village Manager Rob Cole noted the next steps would be to contact DOT regarding the grant funds and ask them to modify the terms. He noted DOT is accepting as long as we can make a decision by June 12, therefore Council would

have to consider the matter at the June meeting.

Council was generally in favor of pursuing discussions with DOT and BOCC.

C. Monroe County Schools Baseball Update

Monroe County Schools Executive Director of Operations and Planning Patrick LaFere summarized the School District's process, noting he had met with Village Manager Rob Cole to discuss proposed improvements to the ball field. They were bringing the Interlocal Agreement forward tonight. If approved, they would come back with an operating agreement to specify the requested improvements. Mr. LaFere stressed that no design was proposed at this time and indicated that public and council involvement was crucial. He noted the School Board and Village Council must agree on each step.

D. Canal 147 Lower Matecumbe Restoration Project & Proposed New Special Assessment

Environmental Resource Manager Pete Frezza summarized the proposed special assessment to restore Canal 147 noting the work plan for canal restoration has been incorporated into our Comp Plan. He noted that in an evaluation to determine which canals were most in need of restoration Canal 147 was number one. He indicated that the canal needs organic removal, an air curtain and backfilling. He noted the willingness of the affected homeowners to participate. We have a \$2.5 million grant to fund everything up to the operation and routine maintenance of the air curtain. The total annual cost is estimated to be around \$22,515 for residents to fund the system, which would be between \$1000 - \$1250 per homeowner.

Mr. Frezza announced that he was holding a meeting on Thursday, May 9 to share prospective costs with homeowners. He noted that a vote of residents would decide whether we do this. He noted that no action was required by Council at this time, and this item was for Council's edification.

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:

Roland Moore
Alina Davis
Van Cadenhead
Deb Gillis
David Helker
Don Horton
Terry Abel

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

VI. MAYOR / COUNCIL COMMUNICATIONS

A. Discussion Surrounding Prioritization of BPAS and Administrative Relief Allocations (Council Member Gregg) **POCKET**

Council Member Mark Gregg introduced the item noting his wish to get a conversation going about how the Village would deal with upcoming Administrative Relief cases.

Council generally agreed that this conservation should come from the Planning Department, not a Council Member.

Planning Director Jennifer DeBoisbriand noted she recently submitted a timeline for Council approval on this subject. She indicated that the timeline had this conversation coming to Council around August.

VII. VILLAGE ATTORNEY / VILLAGE MANAGER COMMUNICATIONS

A. Committee Ordinance Old Business - LPA Appointments, Staggered Terms and Council Liaison Assignments - **TAB 2**

Village Clerk Marne McGrath introduced the item, noting that there were no openings on the LPA and that all current members were interested in continuing, so there were no new applicants.

Village Manager Rob Cole suggested Council determine which members should have their terms extended to accomplish staggered terms. It was agreed to extend the terms of the three applicants who received the most nominations in the first round. A resolution would be submitted for approval in June to extend the terms of Cheryl Culberson, Lorie LaLonde, and James Rhyne for an additional year.

It was also noted that the ordinance requires each committee to have a Council Liaison to facilitate discussions between committees and the Council and to report back to Council. The discussion on liaisons was moved to the Thursday meeting.

VIII. CONSENT AGENDA

Mayor Joseph B. Pinder III opened public comment.

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

ACTION:	Motion to approve Consent Agenda items 3 and 7 VIII. by Sharon Mahoney 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

A. Approval of Minutes from April 9, 2024 Regular Village Council Meeting, and April 11, 2024 Land Use Village Council Meeting - **TAB 3 (Marne McGrath, Village Clerk)**

- B. Resolution Approving and Ratifying FY 23-24 Purchases from F.J. Nugent for the Wastewater Department - **TAB 7** (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

IX. RESOLUTIONS

- A. Resolution Approving Recommendation and Agreement for Plantation Tropical Preserve Gazebo Project - **TAB 4** (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 24-08 EVALUATION COMMITTEE FOR SELECTION OF A CONTRACTOR FOR THE PLANTATION TROPICAL PRESERVE PROJECT; AUTHORIZING THE VILLAGE MANAGER AND VILLAGE ATTORNEY TO NEGOTIATE AN AGREEMENT FOR THE REQUESTED SERVICES; AUTHORIZING THE VILLAGE MANAGER TO EXECUTE THE AGREEMENT; AUTHORIZING THE VILLAGE MANAGER TO EXPEND BUDGETED FUNDS; AND PROVIDING AN EFFECTIVE DATE

Mayor Joseph B. Pinder III opened public comment.

Speakers included:
Van Cadenhead

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

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

Motion passed with a 5:0 vote

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

NAYS: None

ABSTAIN: None

- B. Interlocal Agreement with the School Board of Monroe County for Recreational Improvement and Use of Village Facilities - **TAB X** (Robert Cole, Village Manager)

A RESOLUTION OF THE VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA, APPROVING AN INTERLOCAL AGREEMENT WITH THE SCHOOL BOARD OF

MONROE COUNTY, FLORIDA REGARDING THE PROVISION OF ENHANCED RECREATION FACILITIES AND OPPORTUNITIES WITHIN THE VILLAGE; AUTHORIZING THE VILLAGE MANAGER TO EXECUTE THE INTERLOCAL AGREEMENT; PROVIDING FOR IMPLEMENTATION, CORRECTIONS, AND AN EFFECTIVE DATE.

The item was moved up in the agenda to consideration after Tab 4.

Village Manager Rob Cole noted this agreement is to license the School District to use the baseball field as it was and no renovation plan was attached to this item.

Mayor Joseph B. Pinder III opened public comment.

Speakers included:

Deb Gillis
Tony Hammon
Rich Russell
Van Cadenhead
Alina Davis

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

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

- C. Resolution Approving Recommendation and Agreement for Surveillance Camera System - **TAB 5** (Vince Tarves, Systems Engineer)

A RESOLUTION OF THE VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA, APPROVING THE FINAL RANKINGS AND RECOMMENDATIONS OF THE RFP 24-04 EVALUATION COMMITTEE FOR SELECTION OF A CONTRACTOR FOR THE SURVEILLANCE CAMERA SYSTEM 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

Mayor Joseph B. Pinder III opened public comment.

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

ACTION: Motion to approve item VIII.C. by 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

Mayor Pinder called recess to the meeting at 8:26 p.m.

- D. Resolution Approving Ranking of Proposals and Negotiation of an Agreement for the Inclusive Playground for Founders Park Beach - **TAB 6** (Maria Bagiotti, Founders Park Director)

A RESOLUTION OF THE VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA, APPROVING THE RANKING OF THE RFP 24-06 EVALUATION COMMITTEE FOR DESIGN AND INSTALLATION OF AN INCLUSIVE PLAYGROUND FOR FOUNDERS PARK BEACH; AUTHORIZING THE VILLAGE MANAGER AND VILLAGE ATTORNEY TO NEGOTIATE AN AGREEMENT; AND PROVIDING AN EFFECTIVE DATE

Mayor Pinder reconvened the meeting at 8:51 p.m.

Founders Park Director Maria Bagiotti noted that this project was budgeted in response to a request to upgrade play equipment. The Evaluation Team selected Playmore, who submitted three different designs and installed the new playground at Library Beach. Ms. Bagiotti noted this was an item only to approve the ranking of the companies and there was no design to be considered at this time. She noted an application was in for TDC funding, which would be decided in June.

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 IX.D. 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

- E. Amended 2024 Building Permit Allocation System (BPAS) Quarterly Distribution Schedule - **TAB 8** (Jennifer DeBoisbriand , Planning Director)

A RESOLUTION OF THE VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA, AMENDING THE 2024 TOTAL AMOUNT OF NONRESIDENTIAL FLOOR AREA AND RESIDENTIAL DWELLING UNITS, QUARTERLY ALLOCATIONS, AND THE DISTRIBUTION OF ALLOCATIONS BETWEEN CATEGORIES OF THE BUILDING PERMIT ALLOCATION SYSTEM FOR 2024; AND PROVIDING FOR AN EFFECTIVE DATE

Planning Director Jennifer DeBoisbriand introduced the amended quarterly BPAS allocation.

Mayor Joseph B. Pinder III opened public comment.

Speakers included:

Deb Gillis

Ty Harris

Donna Carbrera

Luis Martinez

Don Horton

David Helker

Van Cadenhead

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

ACTION: Motion to approve item IX.E. by Sharon Mahoney second by Elizabeth Jolin;
Motion passed with a 4:1 vote

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

NAYS: Mark Gregg

ABSTAIN: None

- F. Resolution Approving Donation of Motor Vessel from the Islamorada Firefighter's Benevolent Association and Establishing Fire Marine Emergency Response Program - **TAB 9** (Terry Abel, Fire Chief)

A RESOLUTION OF THE VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA, ACCEPTING THE DONATION OF A FIRE BOAT FROM ISLAMORADA FIREFIGHTERS' BENEVOLENT ASSOCIATION; THE APPROVING A DONATION AGREEMENT IN CONNECTION WITH THE ACCEPTANCE OF THE FIRE BOAT; AUTHORIZING THE VILLAGE MANAGER TO EXECUTE THE DONATION AGREEMENT; PROVIDING FOR THE FINANCE DIRECTOR TO MAKE THE APPROPRIATE CHANGES TO THE VILLAGE FINANCIAL STATEMENTS TO REFLECT THE ACCEPTANCE OF THE ASSET; PROVIDING FOR THE FIRE CHIEF TO ESTABLISH A MARINE-BASED EMERGENCY RESPONSE PROGRAM; AND PROVIDING AN EFFECTIVE DATE

Fire Chief Terry Abel stated that State Representative Lauren Melo introduced a \$300,000 appropriation for a marine emergency boat and the Firefighter Benevolent Association donated a boat to use as a stopgap. Chief Abel indicated the budget impact was expected to be around \$50,000 per year based on the spending of other departments with this type of program.

Mayor Joseph B. Pinder III opened public comment.

Speakers included:
State Rep. Lauren Melo

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

ACTION:	Motion to approve item IX.F. 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

- G.** Resolution Approving Purchase of Real Property Located at 83250 Overseas Highway and Associated Budget Amendment - **TAB Y - Moved to 5/9 Land Use Meeting** (Robert Cole, Village Manager)
A RESOLUTION OF THE VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA, APPROVING THE PURCHASE AND SALE AGREEMENT BETWEEN ISLAMORADA, VILLAGE OF ISLANDS AND ISLAND COMMUNITY CHURCH, INC.; AUTHORIZING VILLAGE OFFICIALS TO EXECUTE, DELIVER AND IMPLEMENT THE TERMS AND CONDITIONS OF THE PURCHASE AND SALE AGREEMENT; PROVIDING FOR AUTHORIZATION; AND PROVIDING FOR AN EFFECTIVE DATE.

This item was moved to the May 9 agenda.

X. MOTIONS

- A.** Motion to Amend November Village Council Meeting Schedule to Hold the Regular Village Council Meeting on November 19, 2024, and the Land Use Council Meeting on November 21, 2024 (Marne McGrath, Village Clerk)

Village Clerk Marne McGrath noted the November 5 Election would not be certified by the County and Village Boards of Canvassers until November 18. Moving the meetings to the following week gives the new Council the opportunity to begin their service in November rather than having to wait for the December meeting.

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 X.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

- B.** Authorization for the Village Manager to Enter into a Letter of Intent for the Purchase of a 2025 Freightliner M2 Plus Cab and Chassis
- **TAB 10** (Terry Abel, Fire Chief)

Fire Chief Terry Abel noted the request was for permission for a Letter of Intent to authorize the Village Manager to purchase a cab and chassis. The Village has to get the letter in by May 15 to have work begin this year. He noted they were reusing the frame to reduce expenses. He also reported that they had a verbal agreement with Key Largo and Marathon in case they need a truck in case of an emergency.

ACTION: Motion to approve item X.B. 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

XI. SUPPLEMENTARY REPORTS

A. After Action Report

There was no comment on the report.

XII. ADJOURNMENT

Council Member Henry Rosenthal moved to adjourn the meeting at 9:57 p.m.

ISLAMORADA, VILLAGE OF ISLANDS
VILLAGE COUNCIL EXECUTIVE SESSION
Case No. 23-CA-000440-P4:24-cv-10038-KMM
Administrative Center and Public Safety Headquarters
86800 Overseas Hwy, 3rd Floor Conference Room
Islamorada, Florida 33036

MINUTES
Tuesday, May 7, 2024
4:00pm

1. CALL TO ORDER

Mayor Pinder called the public meeting to order for an attorney-client session.

ROLL CALL

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

Absent: None

2. MAYOR STATEMENT TO ATTORNEY:

At 4:00 p.m. Mayor Pinder noted the Council was about to hold an attorney/client session in accordance with Florida Statute 286.011(8) regarding the litigation styled as:

Mary L. Barley, et al. v. Islamorada, Village of Islands, et al., in the United States District Court in and for the State of Florida, Case No. 4:24-cv-10038-KMM

The session was estimated to last 1.5 hours and the following people were in attendance at the meeting:

- a. Mayor Buddy Pinder; Vice Mayor Sharon Mahoney; Council Members Elizabeth Jolin, Mark Gregg, and Henry Rosenthal;
- b. Village Manager Rob Cole;
- c. Village Attorney, John Quick; and
- d. Special Counsel, Eric Stettin.

These proceedings were recorded by a certified court reporter who was present in the room. At the conclusion of all litigation discussed, the transcript would be made part of the public record.

All individuals not named left the room.

3. COMMENCE ATTORNEY / CLIENT SESSION

4. CONCLUDE ATTORNEY / CLIENT SESSION

Mayor Pinder announced he was reopening the public meeting at 5:15 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

6. CONCLUDE OPEN MEETING

Mayor Pinder announced the meeting was adjourned. The time was 5:17 p.m.

Marne McGrath, Village Clerk



Islamorada, Village of Islands **LAND USE VILLAGE COUNCIL MEETING**

May 9, 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 05:36 p.m.

II. PLEDGE OF ALLEGIANCE

Don Horton led the Pledge of Allegiance and Tony Hammon started the meeting with a prayer.

III. AGENDA: Requests for Deletion / Emergency Additions

Council Member Elizabeth Jolin requested to defer Tabs E and F for more information. There was a consensus to defer the quasi-judicial hearings.

Council Member Jolin moved to defer Tabs E and F to a date certain of October 8 and to include a full analysis and robust public input on administrative relief, early out affordable allocations, affordable housing allocations, and BPAS from the Planning Department

Planning Director Jennifer DeBoisbriand noted the timeline for these items was distributed at the March meeting with an August - October schedule for presentation to Council. Director DeBoisbriand indicated that items to be covered include vacant parcel analysis, early outs, the 300 affordable allocations, admin relief, and future BPAS with a robust public engagement process. She indicated a recommendation would come at the October 8 Council Meeting.

A second motion was made to direct Legal to prepare a moratorium on the acceptance of new administrative relief applications.

Mayor Joseph B. Pinder III asked that the Planning Department send certified letters to all administrative relief applicants to update them on the timeline.

Mayor Joseph B. Pinder III read a letter from Ethics Commission regarding the dismissal of his recent complaint.

Vice Mayor Sharon Mahoney requested a short discussion about administrative interference expressing concerns regarding allegations of Council improperly approaching staff. Interim Village Attorney John Quick referred to the Charter section concerning non-interference by Council. He noted Council was prohibited from

approaching staff for anything but readily available information. Anything substantive would go through Village Manager or Village Attorney for legal requests. Village Manager Rob Cole noted he would share this directive with staff and delineate guidelines. Mayor Pinder indicated this would include no Council Members meeting with staff without the Village Manager or Village Attorney.

Council Member Elizabeth Jolin requested to pull Tab B for the reasons noted in above conversation. She stated it would be premature to discuss this now with no analysis of how to best use them. Concerning Tab B, Planning Director Jennifer DeBoisbriand noted that Council requested at the last meeting as to how many early out allocations should be available for Village Use. Discussion ensued and it was decided to consider Tab B as scheduled.

ACTION: Motion to defer Tabs E and F to a date certain of October 8 and to include a full analysis and robust public input on administrative relief, early out affordable allocations, affordable housing allocations, and BPAS from the Planning Department by Elizabeth Jolin second by Mark Gregg; Motion passed with a 3:2 vote

AYES: Mark Gregg, Elizabeth Jolin, Henry Rosenthal

NAYS: Sharon Mahoney, Joseph B. Pinder III

ABSTAIN: None

ACTION: Motion to direct Legal to prepare a moratorium on for new admin relief applications and bring back for Council consideration item III. by Mark Gregg second by Elizabeth Jolin; Motion passed with a 3:2 vote

AYES: Mark Gregg, Elizabeth Jolin, Henry Rosenthal

NAYS: Sharon Mahoney, Joseph B. Pinder III

ABSTAIN: None

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:

Joe Wischmeier
Ty Harris
Chris Trentine
Van Cadenhead

Village Manager Rob Cole noted that Giannetti Contractors, FKAA's vendor to work on the pipe replacement had authority to use the former Island Silver and Spice lot as a staging area until March of 2025.

Holly Ernstes-Jones
Don Horton

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

V. MAYOR / COUNCIL COMMUNICATIONS

- A. Discussion of Council Liaison Appointments (From May 7 RVCM)
Council Members were asked to follow up with the Village Clerk within a week to indicate which committees they would like to serve on.

VI. VILLAGE ATTORNEY / VILLAGE MANAGER COMMUNICATIONS

There were none.

VII. RESOLUTIONS

- A. Awarding Early Evacuation Affordable Residential Building Permit Allocations For Quarter 1 Of 2024 - **TAB A** (Jennifer DeBoisbriand , Planning Director)

A RESOLUTION OF THE VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA, APPROVING RESIDENTIAL BUILDING PERMIT ALLOCATION SYSTEM RANKINGS AND AWARDING EARLY EVACUATION AFFORDABLE RESIDENTIAL BUILDING PERMIT ALLOCATIONS FOR QUARTER 1 OF 2024, BORROWING EIGHT (8) UNITS FROM QUARTER 2 OF 2024 FOR ALLOCATION IN QUARTER 1 OF 2024; AND PROVIDING FOR AN EFFECTIVE DATE

Planning Director Jennifer DeBoisbriand summarized the request to award an allocation for eight affordable units for Coral Bay Marina. She noted this request was borrowing early evacuation allocations from Quarter 2.

Mayor Joseph B. Pinder III opened public comment.

Speakers included:

Joe Wischmeier
Don Horton

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

ACTION: Motion to approve item VII.A. by Sharon Mahoney 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

- B. Reservation of Early Evacuation Affordable Allocations for Village Use - **TAB B** (Jennifer DeBoisbriand , Planning Director)

A RESOLUTION OF THE VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA, APPROVING THE RESERVATION OF BUILDING PERMIT ALLOCATION SYSTEM (BPAS) EARLY-EVACUATION WORKFORCE AFFORDABLE DWELLING UNIT ALLOCATIONS TO ISLAMORADA, VILLAGE OF ISLANDS; AND PROVIDING FOR AN EFFECTIVE DATE

Planning Director Jennifer DeBoisbriand noted the request of Council to look at reserving allocations for the Village and the potential for Village owned affordable

properties.

Discussion ensued on how to reserve a specific number for the Village's use while distributing allocations already specified for particular projects.

Mayor Joseph B. Pinder III opened public comment.

Speakers included:

Joe Wischmeier
Ty Harris
Alina Davis
Van Cadenhead

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

After further discussion it was determined to reserve 165 allocations for the Village's use.

ACTION:	Motion to approve reserving 165 allocations and include in analysis stated earlier in the meeting item VII.B. 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

- C. Establishing A Reservation Policy For Affordable BPAS Allocations - **TAB C** (Jennifer DeBoisbriand , Planning Director)

A RESOLUTION OF THE VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA, APPROVING THE ESTABLISHMENT OF GUIDELINES FOR THE RESERVATION OF BUILDING PERMIT ALLOCATION SYSTEM (BPAS) EARLY-EVACUATION WORKFORCE AFFORDABLE DWELLING UNIT ALLOCATIONS; AND PROVIDING FOR AN EFFECTIVE DATE

This item was removed from the agenda.

- D. Resolution Approving Purchase of Real Property Located at 83250 Overseas Highway and Associated Budget Amendment - **TAB Y - Moved from 5/7 Agenda** (Robert Cole, Village Manager)

A RESOLUTION OF THE VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA, APPROVING THE PURCHASE AND SALE AGREEMENT BETWEEN ISLAMORADA, VILLAGE OF ISLANDS AND ISLAND COMMUNITY CHURCH, INC.; AUTHORIZING VILLAGE OFFICIALS TO EXECUTE, DELIVER AND IMPLEMENT THE TERMS AND CONDITIONS OF THE PURCHASE AND SALE AGREEMENT; PROVIDING FOR AUTHORIZATION; AND PROVIDING FOR AN EFFECTIVE DATE.

Village Manager Rob Cole introduced the request. Village Attorney distributed signed agreement at beginning of meeting noting a sale price of \$3.95 million. It was noted that the

property had a \$4.4 million appraised value and a national pharmaceutical chain was interested in acquiring the property. The agreement would permit the occupant to stay for no more than one year and be responsible for all costs during their tenancy.

Mayor Pinder opened Public Comment.

Speakers included:
Van Cadenhead
Joe Wischmeier
Alina Davis

Later in the discussion, Mayor Pinder allowed a second public comment period and speakers included:

Tony Hammon
Ty Harris

Council Member Elizabeth Jolin announced she would be commenting but recused herself from vote for a conflict of interest.

Discussion ensued and a compromise was made to permit the purchase to move forward but that the Village Manager explore the option to potentially sell the Machado and the former Island Silver & Spice properties.

ACTION: Motion to approve VII.D. by Mark Gregg second by Sharon Mahoney.

Motion passed with a 5:0 vote

AYES: Mark Gregg, Sharon Mahoney, Joseph B. Pinder III

NAYS: Henry Rosenthal

ABSTAIN: Elizabeth Jolin

ACTION: Motion to Direct staff to bring back options to use or dispose of Machado and Island Silver & Spice Properties VII.D. 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. ORDINANCES

- A.** Extension of the Temporary Moratorium on Market Rate Residential BPAS Applications. - **First Reading - TAB D** (John Quick, Interim Village Attorney)

AN ORDINANCE OF ISLAMORADA, VILLAGE OF ISLANDS,

FLORIDA, EXTENDING THE TEMPORARY MORATORIUM ESTABLISHED PURSUANT TO ORDINANCE NO. 23-10 RELATING TO THE ACCEPTANCE OF NEW MARKET RATE RESIDENTIAL BUILDING PERMIT ALLOCATION SYSTEM (BPAS) APPLICATIONS (WITH OR WITHOUT LAND DEDICATIONS); PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; PROVIDING FOR THE TRANSMITTAL OF THIS ORDINANCE TO THE STATE DEPARTMENT OF COMMERCE; AND PROVIDING FOR AN EFFECTIVE DATE UPON THE APPROVAL OF THIS ORDINANCE BY THE STATE DEPARTMENT OF COMMERCE.

Planning Director Jennifer DeBoisbriand indicated that this was the first reading of an ordinance to extend the moratorium on Market Rate BPAS Applications. After the second reading, it would extend the moratorium to February 2025. The ordinance did not go to LPA as their approval is not required.

Mayor Joseph B. Pinder III opened public comment.

Speakers included:

Joe Wischmeier
Van Cadenhead
Holly Erstnes-Jones

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

ACTION:	Motion to approve item VIII.A. by Sharon Mahoney 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

IX. QUASI-JUDICIAL

- A.** Administrative Relief - 122 Iroquois St - **TAB E** (Jennifer DeBoisbriand , Planning Director)

A RESOLUTION OF THE VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA, CONSIDERING THE REQUEST BY CHRIS TRENTINE FOR ADMINISTRATIVE RELIEF FROM THE VILLAGE BUILDING PERMIT ALLOCATION SYSTEM (BPAS) FOR PROPERTY LOCATED AT 122 IROQUOIS, PLANTATION KEY, AS LEGALLY DESCRIBED IN EXHIBIT "A"; PROVIDING FOR TRANSMITTAL TO THE DEPARTMENT OF COMMERCE; AND PROVIDING FOR AN EFFECTIVE DATE

This item was removed from the agenda.

- B.** Administrative Relief - 33 Flamingo Hammock Rd - **TAB F** (Jennifer DeBoisbriand , Planning Director)

**A RESOLUTION OF THE VILLAGE COUNCIL OF ISLAMORADA,
VILLAGE OF ISLANDS, FLORIDA, CONSIDERING THE
REQUEST BY ISLAND CONSTRUCTION MANAGEMENT INC
FOR ADMINISTRATIVE RELIEF FROM THE VILLAGE BUILDING
PERMIT ALLOCATION SYSTEM (BPAS) FOR PROPERTY
LOCATED AT 33 FLAMINGO HAMMOCK RD, UPPER
MATECUMBE, AS LEGALLY DESCRIBED IN EXHIBIT "A";
PROVIDING FOR TRANSMITTAL TO THE DEPARTMENT OF
COMMERCE; AND PROVIDING FOR AN EFFECTIVE DATE**

This item was removed from the agenda.

X. ADJOURNMENT

Council Member Henry Rosenthal moved to adjourn the meeting at 8:58 p.m.



Islamorada, Village of Islands

REGULAR VILLAGE COUNCIL MEETING

REVISED

December 12, 2023 - 5:30 PM
Founders Park Community Center
87000 Overseas Highway
Islamorada, FL 33036

AMENDED MINUTES

I. CALL TO ORDER / ROLL CALL

Mayor Joseph B. Pinder III called the meeting to order at 5:31 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

Rich Russell led the Pledge of Allegiance and Pastor Tony Hammon started the meeting with a prayer.

III. AGENDA: Requests for Deletion / Emergency Additions

Council Member Henry Rosenthal expressed his preference for Consent Agenda item titles to be read.

Mayor Joseph B. Pinder III asked to discuss properties that were rezoned upon incorporation on the January agenda. He asked to move Tab 21 up to be heard at the end of the presentations as representatives of the Florida Keys Mosquito Control District had come from Key West to attend the meeting.

Interim Village Attorney John Quick noted the Monroe County Board of Commissioners was meeting the next day and asked to move Tab 12 to the end of the agenda or to be heard first thing at the Thursday meeting.

IV. REPORTS, PRESENTATIONS AND ANNOUNCEMENTS

A. Election of Mayor and Vice Mayor TAB 1

ACTION: Motion to Nominate Buddy Pinder as Mayor item IV.A. by Mark Gregg second by Sharon Mahoney;
Motion Passed with a 5:0
AYES: Mark Gregg, Elizabeth Jolin, Henry Rosenthal, Sharon Mahoney, Joseph B. Pinder III
NAYS: None
ABSTAIN: None

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

B. Wastewater Audit Presentation from Marcum TAB 2

Moizes Ariza and Robert Burton of Marcum LLC presented the findings of the Wastewater Audit Report.

- For the period of review, Page invoiced for 2,340 vacuum pit ring repairs at a cost of \$2,786,850 and 446 valve repairs at a cost of \$524,274.
- Marcum selected a representative sample of vacuum pit ring repairs and valve repairs and was able to confirm the completion of the scope of work for the selected repairs.
- During testing of Federal Grant Applications, Marcum observed instances of services being performed by Page before the Village entered into a formal agreement with Page.

Interim Village Manager Maria Bassett summarized the circumstances that led to work being done by Page before entering into a formal agreement.

C. Report on Coral Shores High School Baseball Field Upgrades at Founders Park TAB 3

Interim Village Manager Maria Bassett summarized that school representatives requested a meeting with former Village Manager Oravec, and then after he left they met with Finance Director Maria Bassett and Park Director Maria Bagiotti. The consensus from that meeting was that they would let the Village know when the school got closer to making progress on the project. Former Village Manager Ted Yates had assigned DPW Director AJ Engelmeyer to coordinate with the school. School representatives held several meetings with Director Engelmeyer

and discussed desired improvements, but no agreements have been executed with the School Board.

School District Executive Director of Operations and Planning Patrick LaFere said the project hadn't started yet. He noted no design work had been done and that the basic scope of work was all that had been discussed thus far. Mr. LaFere indicated they seek to replace and expand the existing structures and wanted to replace the grass with astroturf. He indicated the School was open to community discussions and workshops to get input from the public. Mr. LaFere also noted that nothing would happen without agreement between the district, school, and Village.

Council requested that staff organize a community meeting to familiarize interested parties with the proposed scope of work. Concern was expressed about the rumored plan to remove trees from the ballfield.

Interim Village Attorney John Quick noted he was working with the schools to update the interlocal agreement of which the recorded and executed original was missing.

Mayor Joseph B. Pinder III opened public comment was opened at 6:25 p.m.

Speakers included:

Steve Friedman

Tom Raffanello

Van Cadenhead

Alina Davis

Rich Russell

Tony Hammon

Chair of the Florida Keys Citizens Coalition, Capt. Ed Davidson

Jennifer LaVoie

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

- D. Resolution Approving an Interlocal Agreement with the Florida Keys Mosquito Control District (FKMCD) **TAB 21** (Terry Abel, Fire Chief)
A RESOLUTION OF THE VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA, APPROVING AN INTERLOCAL AGREEMENT BETWEEN ISLAMORADA, VILLAGE OF ISLANDS, AND THE FLORIDA KEYS MOSQUITO CONTROL DISTRICT PURSUANT TO CHAPTER 163, FLORIDA STATUTES; AND PROVIDING FOR AN EFFECTIVE DATE

Andrea Leal, Director of Mosquito Control District, noted the district was completely helicopter-based. The helicopters treat areas with BTI, a soil-based bacterium that is only effective for mosquito larvae. Ms. Leal noted there was no toxicity to humans and the formula was approved for pest control in organic farming operations. It did have mild toxicity to bees, but the program was targeted over water only. Ms. Leal noted they didn't have a set schedule, but were reactive to what they saw out in the field.

For the After Action Report, staff was directed to find out what the chain of command would be, how it would be communicated to the community, and to clarify the process for this new procedure.

Mayor Joseph B. Pinder III opened public comment.

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

ACTION: Motion to approve the request as submitted item IV.D. by Mark Gregg second by Sharon Mahoney;
Motion passed with a 5:0

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

NAYS: None

ABSTAIN: None

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:

Chair of the Florida Keys Citizens Coalition, Capt Ed Davidson
Van Cadenhead
Tom Raffanello
Joe Wischmeier
Alina Davis
Sue Miller
Don Horton

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

VI. CITIZENS' ADVISORY COMMITTEE REPORTS & APPOINTMENTS

A. Parks and Recreation Advisory Committee Report - Carolyn Wightman **TAB 4**

Chair Wightman acknowledged the new Committee members, noted that they met in November, and summarized ongoing initiatives.

At 7:34 p.m. video streaming issues cut off a portion of Parks and Recreation Committee Chair Wightman's report.

B. Local Planning Agency Report - Deb Gillis **TAB 5**

LPA Chair Deb Gillis reported on the November meeting and summarized several

ongoing initiatives. Chair Gillis' report was inadvertently made while we were experiencing technical issues; consequently, there is no video or audio of her report.

At 7:58 p.m. the video streaming issues were resolved and the meeting reconvened.

VII. MAYOR / COUNCIL COMMUNICATIONS

At 7:34 p.m. streaming video issues cut a portion of Parks and Recreation Committee Chair Wightman's report. LPA Chair Deb Gillis' report was given during technical difficulties; consequently, there is no video or audio of her report.

A break was requested to address the streaming issues. The meeting reconvened at 7:58 p.m.

A. Discussion Regarding the Fills (Councilmember Rosenthal) TAB 6

Council Member Henry Rosenthal thanked MCSO Capt. Paul for the electronic signage at either end of the Village promoting the holiday displays.

Regarding the Fills Council Member Rosenthal noted that Council had approved a plan to restore the Fills to their natural state. He noted that the Council approved CPH updating the Master Plan and that rope and post barrier would be installed. Council Member Rosenthal indicated he had recently spoken to several FDOT officials, who noted that there would be delays while needed work was performed in the area. He noted that work on the Village's approved plan would probably not occur until 2025.

Vice Mayor Sharon Mahoney asked if it was possible to place large boulders every six feet or so to stop drivers from parking on the Fills and to reduce the DPW overtime hours currently spent patrolling the area.

Council directed staff to ask FDOT if we can place boulders along the Fills. DPW Director Engelmeyer was appointed to reach out to FDOT.

B. Discussion Regarding Request from Near Shore Water Citizen's Advisory Committee Regarding Tavernier Creek Idle Speed Zone (Council Consensus) TAB 7

Environmental Resources Manager Pete Frezza showed a map of Tavernier Creek indicating the current idle speed zone and proposed extension.

Council directed staff to pursue the extension of the idle speed zone.

C. Discussion Regarding Kayaks Launching at Vacant Village-owned Property (Vice Mayor Mahoney) TAB 8

Council directed staff to monitor the area to assess whether there is a problem with kayaks launching there and asked for a report on the situation and potential remedies at the January meeting.

D. Discussion Regarding Timeline for Presentation of Ridesharing Service Advisory Selection Panel's Recommendation to Council (Vice Mayor Mahoney) TAB 9

Vice Mayor Sharon Mahoney announced the RFP for rideshare services was out. It was noted that the selection panel would assess and score the bids with the hope of getting in on the January agenda. Acting Village Manager Maria Bassett noted that there had been requests to extend the bid closing date and that even if the deadline was not extended the closing date did not give a lot of time for the panel to review and rank the bids.

In light of the requests for extension and the tight January deadline, Vice Mayor Mahoney recommended that the item be placed on the February agenda. Ms. Bassett indicated she would reach out to Rideshare Panel Chair Jim Lashley to determine how long of an extension would be appropriate.

E. Discussion Regarding New Form 6 Requirements and Related Professional Fees (Councilman Gregg)

Council Member Mark Gregg noted that the new requirement for local elected officials to file a full financial disclosure had led to deep concern throughout the state. The disclosure, commonly known as Form 6, was very comprehensive and much more complicated to complete than the Form 1 disclosure that had been required before the Legislature changed the law.

The form is for the calendar year 2023 and must be submitted through the Department of Ethics online portal by July 1, 2024. Significant fees would be assessed for late submittals.

Mr. Gregg expressed concern that the average person would have a hard time completing Form 6 on their own. He asked that the Council consider reimbursing Council Members for costs associated with completing the form.

It was further noted that candidates for Council would also be required to complete the form, although their information would not be disclosed to the public unless they were elected.

Council directed Interim Village Attorney John Quick to create a resolution or ordinance that permits election officials ~~and candidates~~ to have an Ethics attorney assist with the preparation of Form 6.

Council further asked for an ordinance that would require mandatory payment of all legal costs for elected officials if they were sued for an ethics violation in their capacity as a Council Member and were successful in having the charges dismissed.

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.

VIII. VILLAGE ATTORNEY / VILLAGE MANAGER COMMUNICATIONS

A. Village Attorney Announcement of Shade Session

Interim Village Attorney John Quick noted that a shade session would be held on January 9, 2024, at 4:00 p.m. regarding *Gulizio v Islamorada*.

B. Request for Direction Regarding Reports for Inclusion in the Agenda: After-Action Report, Village Manager Update, Weiss Serota Billing, Financial Reports, and Planned Travel by Council and Staff **TAB 10**

Acting Village Manager and Finance Director Maria Bassett asked for direction on various reports that had been requested by several different Council Members.

She suggested the Council memorialize which reports would be included in the agenda packet as supplementary reports. The reports would not be for discussion purposes, but to keep the Council and community informed. Ms. Bassett noted that it would be appropriate to update our procedures to reflect the process so that it would not be at the manager's discretion.

Council directed:

- Implementation of a quarterly Village Manager Update to share accomplishments of staff over the reporting period.
- Reinstatement of the After Action Report to memorialize Council directives made during the Council Meetings.
- A summary to date of Weiss Serota's billing.
- Creation of a Planned Travel Report for elected officials and staff who would be traveling on Village business.
- The reports would be considered a non-discussion item unless a Council Member wished to pull something for discussion.

It was noted that financial reports were already available on the Village website and Council found that to be sufficient.

Acting Village Manager and Finance Director Maria Bassett indicated that a capital improvements report would be online as well.

C. Discussion regarding Establishment of a Marine-Based Emergency Response Program by the Fire Rescue Department

Chief Terry Abel requested the establishment of a marine-based emergency

response program that would allow our paramedics to get to injured boaters faster. He noted the Coast Guard and Fish and Wildlife Commission no longer had round-the-clock service on the water. He indicated that he had been searching for a boat for this purpose and found one recently.

The Firefighter Benevolent Association purchased the boat with the hopes of donating it to the Village. Chief Abel indicated that the Council would need to accept the donation of the boat to start the program. He noted that he was looking for a second boat to have one on either side of the community if needed. The Coast Guard agreed to donate training for our firefighters to operate the vessel. Chief Abel announced that Rep. Melo had submitted an appropriations request for a marine emergency response vessel for the department.

Council directed staff to research the costs associated with the program and the impact on the Firefighters' CBA. Once those factors were determined, it would be appropriate for Council to consider a resolution establishing the program before accepting the donation from the Benevolent Association.

At 9:59 p.m. Mayor Joseph B. Pinder III moved to extend the meeting for 20 minutes.

Chief Abel introduced June Smith, who was attending via Zoom. Ms. Smith lost her daughter to a boating accident in the Keys and was a catalyst for creating a program here. She recounted her family's experience trying to get timely medical care after the accident and urged the Council to consider establishing a marine-based emergency response program.

D. Discussion Regarding Manager Contract and Negotiations TAB 11

This tab was moved to the December 14th agenda.

E. Discussion and Direction Regarding Florida Commerce Hurricane Evacuation Baseline Modeling and Prospective Modeling for (Potential) Future BPAS Allocations TAB 12

This tab was moved to the December 14th agenda.

IX. CONSENT AGENDA

(All items on the Consent Agenda are considered routine by the Village Council and will be approved by one motion. There will be no separate discussion of these items unless a Councilmember so requests, in which event, the item will be moved to the Main Agenda.) Council Member Henry Rosenthal pulled Tab 16 for discussion at the Thursday meeting.

Mayor Joseph B. Pinder III opened public comment.
There being no one wishing to speak, Mayor Pinder closed public comment.

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

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

NAYS: None

ABSTAIN: None

A. Approval of Meeting Minutes: TAB 13

November 7, 2023 Regular Village Council Meeting
November 9, 2023 Land Use Village Council Meeting (Marne McGrath, Village Clerk)

- B. Resolution Approving an Interlocal Agreement with the Monroe County Comprehensive Plan Land Authority Regarding the Administration of Land Acquisition Programs TAB 14** (Peter Frezza, Environmental Resources Manager)

A RESOLUTION OF THE VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA, APPROVING AN INTERLOCAL AGREEMENT WITH THE MONROE COUNTY COMPREHENSIVE PLAN LAND AUTHORITY, REGARDING THE ADMINISTRATION OF LAND ACQUISITION PROGRAMS; 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

- C. Resolution Renewing an Agreement with RES Florida Consulting, LLC, for Continued Water Quality and Benthic Vegetation Monitoring in Village Canals TAB 15** (Peter Frezza, Environmental Resources Manager)

A RESOLUTION OF THE VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA, APPROVING A RENEWAL OF THE AGREEMENT BETWEEN ISLAMORADA, VILLAGE OF ISLANDS AND RES FLORIDA CONSULTING, LLC FOR WATER QUALITY AND BENTHIC VEGETATION MONITORING IN VILLAGE CANALS; 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 RENEWAL; AND PROVIDING FOR AN EFFECTIVE DATE.

- D. Resolution Approving Update to Council Procedures TAB 16** (John Quick, Interim Village Attorney)

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

- E. Resolution Approving Purchases from SHI International Corp. for FY 2023-2024 **TAB 17** (Vince Tarves, Systems Engineer)

**A RESOLUTION OF THE VILLAGE COUNCIL OF ISLAMORADA,
VILLAGE OF ISLANDS, FLORIDA, APPROVING PURCHASES
FROM SHI INTERNATIONAL CORP. (SHI) FOR THE VILLAGE IT
& COMMUNICATIONS DEPARTMENT; AUTHORIZING THE
VILLAGE MANAGER TO EXECUTE NECESSARY DOCUMENTS;
AUTHORIZING THE VILLAGE MANAGER TO EXPEND
BUDGETED FUNDS; AUTHORIZING WAIVER OF COMPETITIVE
BIDDING; AND PROVIDING FOR AN EFFECTIVE DATE**

- F. Resolution Approving an Agreement with United Data Technologies for IT Network Monitoring Services **TAB 18** (Ramon Navarro, Network Engineer)

**A RESOLUTION OF THE VILLAGE COUNCIL OF ISLAMORADA,
VILLAGE OF ISLANDS, FLORIDA APPROVING AN AGREEMENT
WITH UNITED DATA TECHNOLOGIES FOR INFORMATION
TECHNOLOGY (IT) NETWORK MONITORING SERVICES;
AUTHORIZING VILLAGE OFFICIALS TO IMPLEMENT THE
TERMS AND CONDITIONS OF THE AGREEMENT;
AUTHORIZING THE VILLAGE MANAGER TO EXPEND
BUDGETED FUNDS; AUTHORIZING THE VILLAGE MANAGER
TO EXECUTE THE NON-EXCLUSIVE AGREEMENT;
AUTHORIZING WAIVER OF COMPETITIVE BIDDING; AND
PROVIDING FOR AN EFFECTIVE DATE**

- G. Resolution Approving FY 2022-2023 Year-End Budget Amendment **TAB 19** (Maria Bassett, Finance Director)

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

X. RESOLUTIONS

- A. Resolution Approving Agreement with Attention Media, LLC **TAB 20** (John Quick, Interim Village Attorney)

**A RESOLUTION OF THE VILLAGE COUNCIL OF ISLAMORADA,
VILLAGE OF ISLANDS, FLORIDA, APPROVING A ONE YEAR
AGREEMENT WITH ATTENTION MEDIA, LLC TO PROVIDE A
SOCIAL MEDIA AND OUTREACH PROGRAM; AUTHORIZING
VILLAGE OFFICIALS TO IMPLEMENT THE TERMS AND
CONDITIONS OF THE AGREEMENT; AUTHORIZING THE**

**VILLAGE MANAGER TO EXPEND BUDGETED FUNDS;
AUTHORIZING THE VILLAGE MANAGER TO EXECUTE THE
AGREEMENT; PROVIDING FOR A WAIVER OF COMPETITIVE
BIDDING; AND PROVIDING FOR AN EFFECTIVE DATE**

Acting Village Manager and Finance Director Maria Bassett noted that at the September 28th meeting staff requested direction regarding the Attention Media contract, as it was expiring at the end of the month. Ms. Bassett noted she revised the contract after discussions with Carlos Garcia of Attention Media and then gave it to Village Attorney John Quick for continuing negotiations, which was why it had taken so long to return to the agenda.

It was noted that Mr. Garcia seemed resistant to working under the Village Manager in coordination with the PIO, and appeared to be under the impression that he reported directly to the Village Council. It was noted that according to the Village Charter, the only Charter Officers working directly for the Council were the Village Manager and Village Attorney. Therefore, Mr. Garcia could not be a direct report to the Council. Discussion ensued about Mr. Garcia's level of autonomy and his contractual relationship being different from other vendors working with the Village.

Mayor Pinder extended the meeting for ten minutes at 10:19 p.m.
Mayor Pinder extended the meeting for ten minutes at 10:30 p.m.

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.

Mayor Pinder extended the meeting for five minutes at 10:36 p.m. and again at 10:46 p.m.

After further discussion, Interim Village Attorney John Quick suggested extending the current contract for a month and bringing back a revised contract at the January meeting.

ACTION: Motion to approve extending the agreement for one month from today item X.A. by Mark Gregg second by Henry Rosenthal;

Motion passed with a 5:0

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

NAYS: None

ABSTAIN: None

- B.** Resolution Approving Final Ranking and Recommendation of the Auditor Selection Committee **TAB 22** (Maria Bassett, Finance Director)

A RESOLUTION OF THE VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA; APPROVING THE FINAL RANKING AND RECOMMENDATION OF THE AUDIT COMMITTEE FOR THE SELECTION OF THE VILLAGE'S AUDITOR; AUTHORIZING THE VILLAGE MANAGER AS THE COUNCIL'S DESIGNEE TO NEGOTIATE A PROFESSIONAL AUDITING SERVICES CONTRACT FOR FUTURE CONSIDERATION OF THE VILLAGE COUNCIL; AND PROVIDING AN EFFECTIVE DATE

This item was moved to the December 14 agenda.

- C. Resolution Approving Settlement Agreement in the Matter of Glynn Heirs v. Islamorada, Village of Islands **TAB 23** (John Quick, Interim Village Attorney)

A RESOLUTION OF THE VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA, APPROVING THE MEDIATED SETTLEMENT AGREEMENT RELATING TO THE GLYNN PROPERTY DESCRIBED HEREIN; AUTHORIZING VILLAGE OFFICIALS TO EXECUTE, DELIVER AND IMPLEMENT THE TERMS AND CONDITIONS OF THE SETTLEMENT AGREEMENT; PROVIDING FOR AUTHORIZATION; AND PROVIDING FOR AN EFFECTIVE DATE

This item was moved to the December 14 agenda.

XI. ORDINANCES

- A. Ordinance Amending the Village Code to Modify the Vessel Exclusion Zone/Swim Area Generally Located off of Port Antigua and White Marlin Beach on Lower Matecumbe Key - **First Reading TAB 24** (Peter Frezza, Environmental Resources Manager)

AN ORDINANCE OF ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA, AMENDING CHAPTER 66 "WATERWAYS", ARTICLE I "IN GENERAL", SECTION 66-2 "OPERATION OF VESSELS IN RESTRICTED AREAS" OF THE VILLAGE CODE TO MODIFY THE VESSEL EXCLUSION ZONE/SWIM AREA GENERALLY LOCATED OFF OF PORT ANTIGUA AND WHITE MARLIN BEACH ON LOWER MATECUMBE KEY, AS FURTHER DESCRIBED ON EXHIBIT "A"; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE; AND PROVIDING FOR AN EFFECTIVE DATE

This item was moved to the December 14 agenda.

- B. Ordinance Relating to Trespass on Public Property - **Second Reading TAB 25** (John Quick, Interim Village Attorney)

AN ORDINANCE OF ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA, AMENDING CHAPTER 50 "STREETS, SIDEWALKS

AND OTHER PUBLIC PLACES”, ARTICLE I “GENERAL”, CREATING SECTION 50-2 TO BE ENTITLED “TRESPASS WARNINGS; AUTHORIZATION TO ISSUE TRESPASS WARNING FOR PUBLIC PROPERTY; AND APPEAL PROCESS” OF THE VILLAGE CODE RELATING TO TRESPASS ON PUBLIC PROPERTY WITHIN THE VILLAGE; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE; AND PROVIDING FOR AN EFFECTIVE DATE

This item was moved to the December 14 agenda.

- C.** Ordinance Calling for a Referendum to Revise Term Limits - **on Motion for Reconsideration of vote on first reading TAB 26** (John Quick, Interim Village Attorney)

This item was moved to the December 14 agenda.

- D.** Ordinance Calling for a Referendum to Increase Council Compensation - **First Reading TAB 27** (John Quick, Interim Village Attorney)

AN ORDINANCE OF ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA, PROVIDING FOR AN INCREASE IN COMPENSATION FOR VILLAGE COUNCIL MEMBERS; PROVIDING FOR REFERENDUM TO BE HELD WITH THE REGULAR VILLAGE ELECTION ON NOVEMBER 5, 2024; PROVIDING FOR SUBMISSION TO THE ELECTORS OF A PROPOSED AMENDMENT TO THE VILLAGE CHARTER PERTAINING TO INCREASED COMPENSATION FOR COUNCIL MEMBERS; PROVIDING FOR REQUISITE BALLOT LANGUAGE; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CHARTER/CONFORMITY OF AMENDMENT; PROVIDING FOR THE REPEAL OF CONFLICTING PROVISIONS; AND PROVIDING AN EFFECTIVE DATE

This item was moved to the December 14 agenda.

- E.** Ordinance Amending Administrative Procedures Platting - **First Reading TAB 28** (John Quick, Interim Village Attorney)
- AN ORDINANCE OF ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA, AMENDING CHAPTER 30 “LAND DEVELOPMENT REGULATIONS”, ARTICLE IV “ADMINISTRATIVE PROCEDURES”, DIVISION 10 “PLATTING”, SECTION 30-431 OF THE VILLAGE CODE; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE; AND PROVIDING FOR AN EFFECTIVE DATE.**

This item was moved to the December 14 agenda.

- F. Ordinance Amending Administrative Procedures Zoning in Progress - **First Reading TAB 29** (John Quick, Interim Village Attorney)
AN ORDINANCE OF ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA, AMENDING CHAPTER 30 "LAND DEVELOPMENT REGULATIONS", ARTICLE IV "ADMINISTRATIVE PROCEDURES", DIVISION 2 "DEVELOPMENT REVIEW PROCESS", SECTION 30-212 OF THE VILLAGE CODE TO CREATE A ZONING IN PROGRESS PROVISION; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE; AND PROVIDING FOR AN EFFECTIVE DATE.

This item was moved to the December 14 agenda.

XII. MOTIONS

- A. Approval of 2024 Regular Council Meeting Schedule **TAB 30** (Marne McGrath, Village Clerk)
MOTION TO ADOPT THE PROPOSED 2024 MEETING CALENDAR AND RESCIND THE 2024 LAND USE COUNCIL MEETING CALENDAR APPROVED ON OCTOBER 10, 2023

This item was moved to the December 14 agenda.

XIII. ADJOURNMENT

The rest of the agenda was continued to December 14 and Council Member Henry Rosenthal moved to adjourn the meeting at 10:52 p.m.



Council Communication

To: Mayor and Village Council
From: Peter Frezza, Environmental Resources Manager
Date: June 11, 2024
SUBJECT: **Resolution Approving Recommendation and Agreement for Founders Park Breakwater Restoration Project - TAB 6**

Background:

The Founders Park Breakwater (the "breakwater") was constructed in the 1960s out of native fill, armor stone and concrete and since that time has experienced damage, erosion, and settling of armor stones due to repetitive flooding from storm events and sea level rise. After 60 years, the breakwater has experienced washouts, has been severely degraded and no longer functions as originally designed. However, even if the breakwater had not degraded, the original 1960s design would be inadequate to safeguard the marina and park infrastructure from current and rising sea level and marine conditions.

The breakwater creates a barrier to protect the entire Founders Park marina infrastructure and vessels from flooding and wave events. This infrastructure and park amenities include fuel tanks, fuel pumps, electric service lines, water lines, sewage pump out system, docks, boat ramp, pavilion, and dock office. As the marina is in Founders Park, the breakwater also provides the first layer of protection to the adjacent park infrastructure such as the tennis courts and amphitheater. Repair and stabilization of the breakwater is necessary to protect this infrastructure from damage and loss associated with sea level rise and future storm event flooding and to protect the vessels that utilize the marina.

Analysis:

On February 29, 2024, the Village issued RFP 24-07 to solicit proposals from qualified firms to furnish all necessary supervision, labor, tools, parts, and equipment required to complete the Founders Park Breakwater Restoration Project, (the "Project"). RFP 24-07 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 24-07 was published on DemandStar.com and on the Village's website from February 29, 2024, through the submittal deadline of April 10, 2024, and notices were posted on the Village's Facebook page and in a local newspaper. To answer questions posed about the RFP, Addendum No. 1 was published on March 18, 2024; Addendum No. 2 was published on March 20, 2024; Addendum No. 3 was published on March 25, 2024; Addendum No. 4 was published on March 27, 2024; Addendum No. 5 was published on April 2, 2024.

The Village received a total of ten (10) proposals in response to RFP 24-07. One of the proposals was found to be unresponsive and was removed from consideration and review. To evaluate and rank the proposals, an Evaluation Committee (the "Committee") was established by the Village Manager. The evaluation committee was comprised of Environmental

Resources Manager Peter Frezza, Review Engineer Robert Mather and Public Works Director AJ Engelmeyer. Cost is not the only factor considered during an evaluation. Consideration is also given to each firm's organization, experience with similar projects, qualifications, and proposed timeline for completion of the Project.

The nine responsive proposals were reviewed and scored by the Committee in a publicly noticed meeting on May 10, 2024. A maximum of 100 points were available in the scoring system per Committee member, for a total maximum score by the Committee of 300 points. The Committee ranked the proposals as follows according to the criteria and point system provided in the RFP.

Rank	Proposer/Firm Name	Points	Total Cost Proposal
1	Earth Tech Enterprises	272	\$1,827,000
2	Adventure Environmental	260	\$1,866,000
2	LPS Contracting	260	\$1,787,000
3	CHC Marine Services	243	\$2,092,280
4	Kearns Construction	242	\$2,085,720
5	DockMasters	234	\$1,664,773
6	Coral Construction	219	\$2,265,510
7	Native Construction	189	\$2,199,037.44
8	Charley Toppino & Sons	184	\$2,164,129

Adoption of the proposed Resolution would approve the ranking of the RFP 24-07 Evaluation Committee, the recommended selection of Earth Tech Enterprises Inc. ("Earth Tech") to construct the Founders Park Breakwater Restoration Project and authorize the Village Manager to enter into an Agreement with Earth Tech to complete the Project at a cost not to exceed of \$1,827,000.00.

Budget Impact:

The proposed cost for the Project is \$1,827,000.00. If optional culvert repair and asphalt paving are removed from the Project scope, the Project cost could be reduced to \$1,665,200.00. The Village has been awarded a grant of \$1,903,754.00 for construction of the Project from the Florida Department of Environmental Protection through the Resilient Florida program. Costs of this Project are being accounted for in the Plantation Yacht Harbor Marina Fund. Grant funding will be accounted for and tracked in this fund and the Marina funds will be reimbursed for the expenditures through the grant funding. A capital outlay of \$1,000,000.00 from this fund has been included in the FY 2023-2024 budget for the restoration project. If approved, an appropriate capital outlay from the Marina Fund would be included in the FY 2024-2025 budget for the project. Construction is expected to begin at the end of FY 2023-2024 and be completed within FY 2024-2025.

Staff Impact:

Village staff would move forward with finalizing the Agreement for the Project. Village staff, including the Environmental Resources Manager, Review Engineer and Public Works Director would communicate with Earth Tech to coordinate the timing of the services and inspect the

work during the Project. The Village Finance Department and Project Manager would track expenditures.

Recommendation:

It is recommended that the Village Council adopt the proposed resolution thereby approving the recommended selection of Earth Tech for the Project and authorizing the Village Manager to enter into an Agreement with Earth Tech in substantially the form provided as Exhibit “1” to the proposed Resolution.

- Attachments:**
1. Resolution_RFP 24-07_ Founders Park Breakwater Restoration Project
 2. Exhibit 1_Form of Agreement_Breakwater Restoration Project-draftvmgs
 3. Exhibit A_Earth Tech Enterprises_proposal_reduced

RESOLUTION NO. 24-

A RESOLUTION OF THE VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA, APPROVING THE FINAL RANKINGS AND RECOMMENDATIONS OF THE RFP 24-07 EVALUATION COMMITTEE FOR SELECTION OF A CONTRACTOR FOR THE FOUNDERS PARK BREAKWATER RESTORATION PROJECT; AUTHORIZING THE VILLAGE MANAGER AND VILLAGE ATTORNEY TO NEGOTIATE AN AGREEMENT FOR THE PROJECT; AUTHORIZING THE VILLAGE MANAGER TO EXECUTE THE AGREEMENT; AUTHORIZING THE VILLAGE MANAGER TO EXPEND BUDGETED FUNDS; AND PROVIDING AN EFFECTIVE DATE

WHEREAS, given the potential for future storm surge, sea level rise, and further erosion, Islamorada, Village of Islands (the "Village") is planning to restore the breakwater at Plantation Yacht Harbor Marina within Founders Park to safeguard the harbor and marine facilities; and

WHEREAS, the Village has completed the design and permitting for a construction project to restore the breakwater at Founders Park; and

WHEREAS, the Village has been awarded a grant of \$1,903,754.00 for construction of the project from the Florida Department of Environmental Protection through the Resilient Florida program; and

WHEREAS, on February 29, 2024, the Village issued Request for Proposals (RFP) 24-07 to solicit proposals from qualified firms to construct the Founders Park Breakwater Restoration Project (the "Project"); and

WHEREAS, RFP 24-07 was issued in accordance with Sec. 2-327(b) and (c)(4) of the Village's Purchasing Guidelines in the Village Code of Ordinances; and

WHEREAS, the Village received a total of nine (9) responsive proposals in connection with

RFP 24-07 following the advertisement period; and

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

WHEREAS, the Committee reviewed the nine responsive proposals received using the selection criteria detailed in RFP 24-07 and recommends selection of the highest-ranked proposal from Earth Tech Enterprises Inc. for construction of the Project for an amount not to exceed One Million Eight Hundred Twenty-Seven Thousand Dollars (\$1,827,000.00); and

WHEREAS, the Village Council finds that approval and selection of Earth Tech Enterprises Inc. 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 ranking of the proposals as provided by the Committee and the selection of Earth Tech Enterprises Inc. to construct the Project.

Section 3. **Authorization of Village Officials.** The Village Manager or designee and the Village Attorney are authorized to negotiate an agreement with Earth Tech Enterprises Inc. substantially in the form attached hereto as Exhibit "1", for an amount not to exceed One Million Eight Hundred Twenty-Seven Thousand Dollars (\$1,827,000.00) to construct the Project. If such negotiations are unsuccessful, then the Village Manager or designee and the Village Attorney are authorized to negotiate with the second ranked contractor.

Section 4. **Execution of Agreement.** The Village Manager is authorized to execute the Agreement with Earth Tech Enterprises Inc. on behalf of the Village, to execute any other required documents to implement the terms and conditions of the Agreement, and to execute any extension 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.

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

AGREEMENT

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

ISLAMORADA, VILLAGE OF ISLANDS

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

and

Earth Tech Enterprises Inc.

a Florida 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 construction services for the stabilization, elevation and reestablishment of the approximately 1,700-foot-long Breakwater surrounding the Founders Park Marina in a timely and responsive timeframe (the "Project").

Section 1.02 On February 29, 2024, the VILLAGE issued Request for Proposals No. 24-07 for the Project, including all Exhibits and Addenda (the "RFP").

Section 1.03 On April 10, 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.

Section 2.05 CONTRACTOR agrees at onset of construction to complete a 20-foot test section of the breakwater restoration to confirm the correct placement of material and filter fabric. The test section will need to be approved by the engineer of record before payment is made to the CONTRACTOR and commencing further work.

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.

Section 3.04 CONTRACTOR agrees to restrict construction activities of the Project to weekdays only from 8:00 AM to 5:00 PM, unless otherwise authorized by the Village.

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 **One Million Eight Hundred Twenty-Seven Thousand and no/100 Dollars (\$1,827,000.00).**

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 - \$1,000,000 per occurrence, \$1,000,000 per Accident for bodily injury and \$1,000,000 per accident for property damage; and

Pollution Liability \$1,000,000 per claim and in the aggregate Contractor shall purchase and maintain pollution liability insurance against claims for damages arising out of the assessment, removal, remediation, transport and/or handling of hazardous materials, including but not limited to mold, asbestos, and lead. The policy shall include a minimum limit of not less than \$1,000,000.00 per claim and in the aggregate. Said pollution liability policy shall include and list as additional insureds the Village, include coverage for its respective officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of all such additional insureds; and, the insurance afforded to these additional insureds shall provide primary coverage for all claims covered thereby (including as applicable those arising from both ongoing and completed operations) on a non-contributory basis.

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 including Exhibit "D" to the RFP, MEASUREMENT AND PAYMENT, attached hereto as Exhibit "C". 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: Chris Gehring/President
Earth Tech Enterprises, Inc.
6180 Federal Court
Fort Myers, FL 33905
cg@earthtechenterprises.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.

[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 President, duly authorized officer to execute same.

VILLAGE

ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA

By: _____

Robert Cole, 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, Village Attorney

CONTRACTOR

By: _____

Print Name: _____

Title: _____

Date: _____

Witnesses:

Print Name: _____

Print Name: _____

Exhibit "A"

FORM OF CONTRACTOR'S PROPOSAL

Exhibit "B"

PROJECT TIMELINE

Form of Agreement

Exhibit "C"

MEASUREMENT AND PAYMENT

Form of Agreement



**Islamorada, Village of Islands, Florida
REQUEST FOR PROPOSALS
FOUNDERS PARK BREAKWATER RESTORATION PROJECT
(RFP 24-07)**



April 10, 2024

Submitted By:

**Earth Tech Enterprises, Inc.
6180 Federal Court
Fort Myers, Florida 34116
239-774-1223**

cg@earthtechenterprises.com



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1. Cover Letter



April 10, 2024

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

RE: FOUNDERS PARK BREAKWATER RESTORATION PROJECT -(RFP 24-07)

Dear Selection Committee,

Earth Tech Enterprises, Inc. (**Earth Tech**) is pleased to submit our attached response to the request for qualifications **FOUNDERS PARK BREAKWATER RESTORATION PROJECT -(RFP 24-07)**

Our firm understand that if selected as the vendor for this work, would be the guardian of the Islamorada, Village of Islands and its citizens' best interests. We believe the enclosed will clearly demonstrate that Earth Tech has the experience, skills and financial strength required to complete this project.

Incorporated in 2000, Earth Tech is State of Florida Certified General Contractor specializing in complex civil work, environmental construction, shoreline hardening and beach renourishments. Earth Tech is primarily a self-performing contractor employing over 150 full time professionals including project managers, working superintendents, specialized heavy equipment operators and construction administration staff. Based in Fort Myers, Florida Earth Tech has a resume of numerous successfully completed beach, shoreline and waterway improvement projects throughout the state and the Florida Keys

The personnel and subcontractors we employ to accomplish our work include industry veterans with extensive experience in breakwaters and rock construction. The company and the proposed team have a history of working with limited staging areas, strict environmental permitting constraints, meeting accelerated schedules and active public input and involvement.

Notably, Earth Tech has been awarded and completed numerous projects in the Florida Keys for **Monroe County, City of Key West, USACE and the Florida Department of Environmental Protection.**

Earth Tech Enterprises, Inc. is committed to providing the required financial resources, equipment and personnel to complete this undertaking. We welcome the opportunity to work with Islamorada, Village of Islands.

This proposal shall remain in effect for one hundred eighty (180) days.

Sincerely,

Ben Figley – Vice President

6180 Federal Court Fort Myers, Florida 33905 239-774-1223 Fax 239-774-1227



For this project, Earth Tech has assembled an outstanding team of construction professionals. Their collective abilities and past experience with similar projects and achievements will ensure success on this project.

Chris Gehring, Earth Tech's President will serve as the **Principal in Charge** for this important undertaking. Chris is responsible for the overall direction of the project schedule and coordination of company resources. Chris will be in constant communication with site personnel addressing issues and resolving problems to keep the flow of the project running smoothly. Chris will have an active role in project meetings with the design team, county staff and other stake holders. **Chris was Project Executive for all of our previous Monroe County Water Quality Improvement Projects; Air Curtain Installation at Canals #266 and #287 and currently Canal #290 and Augmented Aeration Waterway Improvements Water Quality Improvement Projects Canals #48, #59, #79 and #80.**

Butch McGovern will be the **Senior Project Manager**. He is a seasoned project manager and State of Florida licensed General Contractor with over 30 years project management experience in complex civil and building construction projects. On this project Butch will provide overall planning and administrative support to the Project Executive and On-site Project Manager. He will handle the pre-construction activities, submittal process, permit coordination, sub-contractor management, complete monthly billings, manage the project closeout and keep the design team/owner up to date on all aspects of the project. He will also participate in all project coordination meetings and meet with the design team, county staff and other stakeholders as needed. **Butch was Project Executive for all of our previous Monroe County Water Quality Improvement Projects; Air Curtain Installation at Canals #266 and #287 and currently Canal #290 and Augmented Aeration Waterway Improvements Water Quality Improvement Projects Canals #48, #59, #79 and #80.**

Robert Rodgers, Senior Marine Project Superintendent. Robert has an extensive background in marine, canal and waterway restoration projects. He has a dual role as manager of all of the company's marine projects. He brings to this project over 40 years of field management experience and is extremely familiar with working the same regulatory agencies that will have oversight on this project, he has completed project with tight sight constraints, accelerated schedules and subject to high levels of public interest. Throughout his career Robert has proven to be outstanding at managing the work that Earth Tech will self-perform and the coordination



3. Project Management Experience/Project Examples:



Key Employees- (Marine & Beach Related Project Experience)

Name	Role	Industry Experience
Chris Gehring	President	35
Ben Figley	Vice President	25
Butch McGovern	Sr. Project Manager	35
Robert Rogers	Sr. Superintendent Marine Operations Manager	40
Derek Lippold	Superintendent	28
Morgan Gehring	Superintendent	30
Paul Cotton	Superintendent	25
John Eckerle	Accounting Manager	20
Steve Basho	Operations/ Fleet Manager	25



Chris Gehring – President

Chris is the company principal who established Earth Tech Enterprises, Inc. in 2000. Chris is also formed **Aggrisource L.L.C., South Grove Mine L.L.C. and Bell Mine L.L.C.** Aside from supplying all Earth Tech Projects, these operations manufacture and distribute fill materials, rip-rap and ballast stone. The companies have supplied numerous marine projects that were constructed for the FDOT, U.S. Army Corp and SFWMD.

For over 35 years he has worked on numerous complex and unique large scale civil and marine construction projects. He has worked throughout Southwest and Southeastern Florida and the Florida Keys. Since establishing the company, it has grown to employee 125 professionals and has average annual revenues above \$100,000,000. The company enjoys a healthy surety bonding line (60M aggregate 30M single project)

During his tenure the company was acquired in 2022 by Seagate Development Group, Inc. (www.seagatedevelopmentgroup.com) making Earth Tech Enterprises, Inc a part of the Seagate companies. Seagate's full-service offerings include new construction, custom renovation, interior design, management and leasing services and site development offerings. The combined business units have more than \$1 billion in projects under development, contributing to significant industry impact in the state of Florida and beyond.

Chris has personally managed significant Civil site development undertakings similar in size and scope to this project. This includes projects in and around environmentally sensitive areas and those with aggressive completion schedules.

Chris is actively involved in every project from start to finish including consultation with the owner through permitting, budgeting and project closeout.

Similar Project Experience- Marine and waterways

Collier County Beach Re-nourishment projects 2004, 2014, 2016, 2018, 2021
Harbor Bay Design Build master seawall project
Wild Blue and Vista Blue seawall and shoreline protection projects
Doctors Pass South Jetty and Erosion Control
Naples Oyster Reef
Lakes Park Littoral Zone Project
Regatta Landings – Mitigation project
Rosemary Canal Clean-up
Port Bougainvillea –dredging / fill (Key Largo Florida)
City of Bonita Springs – Oak Creek Canal Restoration Phase I and II
Manatee Habitat Restoration Project Picayune Strand
Reef Construction: Charlotte County Artificial Reef, Sarasota Reef Construction



Name: Bernard "Butch" McGovern CGC

Company: Earth Tech Enterprises, Inc.
Senior Marine Project Manager
6180 Federal Court
Fort Myers, Florida 33905

Contact: cell (239) 980-2611
Work (239) 774-1223
butch@earthtechenterprises.com

Work History: 1996-2000- Shell Point Retirement Communities-Owner Representative
2000-2008 Owen-Ames-Kimball Co.- Division Manager/Shareholder
2009-2014 Wherry Trucklines/Green waste disposal – Business Operations Manager
2/2014 – present Earth Tech Enterprises, Inc.
Sr. Project Manager- Operations Manager

Certifications: State of Florida General Contractor License #CGC058184
State of Florida Community Association Manager
OSHA 10, OSHA 30 CPR and First aid training
B.S. Finance
Graduate M.B.A.-corporate concentration

Responsibilities: Project Management and project administration

(sample)

Industry Experience; Constructed Breakwaters along the intracoastal waterway with off shore/near Shore Reefs, (US Army Corp Projects), truck haul
Indies West Hurricane Ian Rip/Rap -shoreline/armor stone repairs (2023)
Harbor Bay Master Seawall Repairs – 6.5 miles vinyl seawall w/cap (2021)
Naples Oster Reef Construction Naples – reef balls oyster reefs (2019)
Lido Key Hurricane and Storm Repair Project – (2) groins, 4,800 tn granite armor stone (2021)
Doctors Pass Naples- Rock groins, Offshore T groin, Breakwater (2018)
Lynn Hall Park Emergency Truck haul dune construction (2019)
Immokalee Sand Mine-start up tailings pond dredge 185,000 cy (2019-2022)
Smathers's Beach Renourishment Key West 20,000 ton truck in haul (2019)
Collier County Beach Restoration – 370,000 tons truck haul (2016, 2018, 2023)
Longboat Key Beach Restoration – 425,000 ton truck haul (2016, 2017, 2018)



Name: Robert Rogers

Company: Earth Tech Enterprises, Inc.
Marine Project Manager
6180 Federal Court
Fort Myers, Florida 33905

Contact: cell (941) 266-6304
Work (239) 774-1223
robrogers@mail.com

Work History: 9/1994 -12/2004 FF Land Development, LLC
Principal owner
1/2004-1/2014 American Marine Construction
Principal owner
2/2015 – present Earth Tech Enterprises, Inc.
Marine Operations Manager

Certifications: State of Florida 6-20 All Lines Claims Adjuster License
U.S. Army Corp of Engineers CQM-C Certificate
OHSa 10, HAZWOP, MSHA training, CPR and first aid

Responsibilities: Manager of all marine projects and staff

(sample)

Beach Experience; West Palm Beach, Florida Constructed Breakwaters along the intracoastal waterway with 1 to 2ton Armor stone Near Shore Reefs, dredging, sand placement (US Army Corp Projects) (2004-2006)

Indies West Hurricane Ian Rip/Rap -shoreline/armor stone repairs (2023)

Naples Oster Reef Construction Naples – reef balls oyster reefs (2019)

Lido Key Hurricane and Storm Repair Project – (2) groins, 4,800 tn granite armor stone (2021)

Doctors Pass Naples- Rock groins, Offshore T groin, Breakwater (2018)

Immokalee Sand Mine-start up tailings pond dredge 185,000 cy (2019-2022)

Smathers's Beach Renourishment Key West 20,000 ton truck in haul (2021)

Collier County Beach Restoration – 770,000 tons truck haul (2016, 2018,2022)

Longboat Key Beach Restoration – 425,000 ton truck haul (2016, 2017,2018)

Hide away Beach shoreline protection project 70,000 cy dredge/place (2015)



3b. Examples of similar projects completed

Wild Blue Shoreline Construction (completed November 2020)

Fort Myers, Florida

Project Cost \$2,336,000

Client Contact

Pulte Home Corporation

9240 Estero Park Commons Blvd

Estero, FL 33901

239-495-4800

mike.hueniken@pulte.com

Manmade waterbody shoreline creation on lake banks located in Wild Blue development

- Permitted thru FDEP and SWFMD
- 2.5 miles of lake bank
- Environmental protection and turbidity control with 0 NTU requirement past outfall structure
- Coordination with seawall construction (as by Earth Tech Enterprises)
- Imported fill, graded and created lake slopes with littoral shelves
- Furnished and installed 6,500 ton of toe stone of various sizes
- Installation of co-co mat stabilization material
- Installation of planting on lake slope and at top of bank



West Martello Hurricane Seawall Repair Project Key West Florida - completed October 2022

Project Cost \$ 2,677,700

Client Contact:

Cary Vick

Monroe County Engineering Project Management

1100 Simonton Street, Suite 2-216

Key West, FL 33040

305-295-4339

Vick-cary@monroecounty-fl-gov

FEMA funded repair project. Repairs to seawall cap, stabilize and anchor wall below mean high water, Located and historical area of Key West

- Permitted FDEP, US Army Corp, NOAA Florida Keys Marine Sanctuary
- Environmental protection and turbidity control 0 NTU into Atlantic Ocean
- Sheet Pile – coffer dam
- Chip cap, repair reinforcing steel, form and pour with high strength mortar
- Chemical grouting below mudline (injection of Hyrohobic foam) to seal cracks and voids
- Remedial repairs to rip/rap, backfill behind wall with FDEP approved beach sand

(PRE- CONSTRUCTION PHOTO)



Shoreview Boat Ramp and shoreline improvements (completed January 2021)

Sarasota, Florida

Project Cost \$ 510,000

Client Contact

Pulte Home Corporation

9240 Estero Park Commons Blvd

Estero, FL 33901

239-495-4800

mike.hueniken@pulte.com

Manmade waterbody shoreline with boat ramp and rip/rap lake banks located in the Shoreview development

- Permitted thru FDEP and SWFMD
- Environmental protection and turbidity control with 0 NTU requirement past outfall structure
- Imported fill, graded and created lake slopes
- Boat ramp –concrete filled articulated block mat
- Furnished and installed 1,000 ton of limestone rip/rap various sizes
- Installation of Vinyl Sheet pile wall with cap
- Installation of floating dock system
- Installation of planting on lake slope and at top of bank



Regatta Landing – Ecosystem Restoration/Mitigation Project (completed September 2020)

Naples, Florida

Cost \$ 201,450

Owner Contact

Walter G. Fluegel, MBA, AICP
Land Department Purchasing Director, Lennar Homes LLC
10481 Ben C Pratt, Six Mile Cypress Pkwy
Fort Myers, FL 33966
239-225-6912- Direct Line

Walter.Fluegel@lennar.com

Mitigation project on Naples Bay. Spoil removals, material transportation used barges transiting through Naples Bay.

- FDEP/Us Army Corp Permitted
- Environmental protection and turbidity monitoring
- Installation of Shoreline erosion control fabrics
- 2.5 acres of exotic removals
- Offsite removal of existing spoil piles
- Installation of native grasses and mangroves



Oyster Reef Renovation June 2019 Completion

Naples, Florida

Project Cost \$ 695,000

Client

Katie, Laakonen Director Dept of Natural Resources
City of Naples Natural Resources
295 Riverside Circle
Naples, FL 33102
239-213-1031

klakkonen@naplesgov.com

Construction of Oyster Reefs in Naples Bay for water quality improvement project funded in part by NOAA Fisheries

- FDEP/Us Army Corp Permitted
- Environmental protection and turbidity monitoring
- Construction of 27 oyster habitat pods
- 500 l.f. of wave attenuation structure
- Stone filled marine mattress system w/ 160 concrete reef balls
- 600 tons of 2'-3' rip-rap border
- 1,800 tons of oversized washed shell (locally sourced)
- Record survey for agency permits
- Installation of day markers and educational signs
- Extensive project oversight by stakeholders, NOAA Fisheries, FDEP, FWC and Florida Gulf Coast University



Rock Groin Installation- Lido Key Hurricane and Storm Repair Project
U.S. Army Corp Project # W912EP190027 (completed May 2021)

Lido Key, Florida

Project Cost \$ 1,942,735

Client Contact

Cottrell Contracting Corporation

Michael Kay P.E., Project Manager

328 North Battlefield Blvd

Chesapeake, VA. 23320

757-547-9611

mikek@cottrellcontracting.com

- Us Army Corp Permitted and inspected
- Environmental protection and turbidity monitoring
- Construction of **(2) armor stone rock groins**
- Rail car transport and truck transport of Granite Armor stone from quarry in Sparta Georgia
- Beach excavation and placement of stone filled marine mattress system – **22,000 s.f.**
- Placement of **4,800 tons** of granite armor stone (bulk density 165lb/cf 2ton-6ton stone)
- Provided full time QAQC officer, US Army Corp approved work plan prior construction
- Coordination with beach fill from off shore borrow area, never closed beach to public



Doctors Pass South Jetty and Erosion Control Structures (completed May 2018)
Naples, Florida

Project Cost \$ 2,047,626

Client Contact

Collier County, Florida

Gary McAlpin P.E. Coastal Zone Manager

2800 North Horseshoe Drive

Naples, FL 34104

239-252-5342

GaryMcAlpin@colliergov.net

Rehabilitation of existing rock groin, rock jetty, new construction of rock groin and spur off jetty

- FDEP/Us Army Corp Permitted
- Environmental protection and turbidity monitoring
- 8,500 tons of Armor Stone
- 1,900 tons of Bedding Stone
- 24,000 square feet of geogrid/filter fabric
- Supply and install navigational signs/day markers



Indies West Association – Hurricane Ian Rip-Rap Repairs completed February 2024

Naples, Florida

Cost \$ 252,450

Owner Contact

Dawn Strouse – Association Manger

Indies West Association

2200 Gulf Shore Blvd North

Naples, FL 34102

239-261-8822

Indieswestnaples@gmail.com

Shoreline repair – completed from upland and barges in Doctors Pass Naples Florida

- FDEP/City of Naples Environmental Permits
- Repairs to 400' of existing rip-rap
- Environmental protection and turbidity monitoring
- Installation of erosion control fabrics
- 2' - 6' rip-rap placed within existing rip-rap



4. Project Approach:

FOUNDERS PARK BREAKWATER RESTORATION PROJECT

Operations Plan/work plan- project approach

SCOPE OF WORK

The Project is owned by **ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA**

Earth Tech Enterprises, Inc, (Contractor) will furnish all labor, materials, and equipment, and supervision performing all tasks necessary associated with the improvements to the existing breakwater and shoreline. Including planting of mangroves and installation of an asphalt path.

The work will be completed per the contract plans and technical specifications prepared by the engineer of record CPH The Contractor is aware that they are also responsible to meet the requirements of the. conditions of the FDEP Permit, USACE permits and associated permits.

SCHEDULE

The contractor understands the time is of the essence. Commencement of the work will begin immediately after the Notice to proceed. Contractor and Owner will determine a mutual agreeable prior to start of the work. A substantial Completion and Final Completion date will be agreed upon. Contractor will make every effort to accelerate the scheduled completion dates.

WORK SCHEDULE & HOURS OF OPERATIONS

Work will begin after the Owner's Notice of Proceed.

The work will take place Monday-Friday 7a.m.-5 p.m. No work will take place before 7 a.m. or after 5 p.m.

PROTECTION OF EXISTING STRUCTURES

The Contractor will preserve and protect all existing, equipment, dune vegetation trees, mangroves, and grass) adjacent to the work site, which are not to be removed and which do not unreasonably interfere with the work required under this contract.

The Contractor will protect from damage all existing improvements, sidewalks and utilities (1) at or near the work site and (2) on adjacent property of a third party. Prior to work each access area the contractor will contact Sunshine 811 mark the locations of any public utilities in the

work area. The contractor will also coordinate with the Town regarding the location of existing utilities that should be made known to the contractor

Contractor to determine means and methods for temporary protections but generally it will include safety fencing, signs, ground protection (plywood or composite mats) and markings.

ORDER OF THE WORK

On road dump trucks and tractor trailers with flat will transport the armor stone and #57 . from Bell Mine (Fort Myers, Florida) The designated access points will be used to bring the materials to the contractor's stockpile areas on the site Contractor will use skid loaders to haul fill construction area. Excavators will place armor stone and bedding stone. Contractor will hand work bedding stone as required.

All work shall be subject to the issued environmental Permits and Technical Specifications.

The intent of the order of work is to minimize impact to those who use the existing facilities.

The following are the general description of the tasks associated with the project

- Mobilization/staging
- Set up MOT for materials coming in
- Temporary pedestrian access routes, temporary fencing at initial work zone
- Install protection for upland vegetation and culverts
- Install silt fence and other erosion controls as required by SWPP
- Install floating turbidity barriers
- Initial survey control and construction staking
- Site preparation, existing rock placement, initial grading
- Culvert repairs
- Installation of filter fabric #57 stone and setting of armor stone
- Prepare stabilized subgrade for asphalt path
- Installation of lime rock base, compact, prepare for paving
- Installation of paving for asphalt path
- Installation of mangrove plantings
- Upland restoration of staging area beach access points
- Clean-up/de-mobilization of equipment
- As built survey
- Project and permit closeout

On road dump trucks and tractor trailers with flat will transport the armor stone and #57 . from Bell Mine (Fort Myers, Florida) The designated access points will be used to bring the materials to the contractor's stockpile areas on the site Contractor will use skid loaders to haul fill construction area. Excavators will place armor stone and bedding stone. Contractor will hand work bedding stone as required.

All work shall be subject to the issued environmental Permits and Technical Specifications.

PROJECT MEETINGS AND DAILY REPORTING (sample daily report attached)

Formal project meetings will be conducted at convenient time at date for all project stakeholders.

ARMOR STONE AND BEDDING STONE REPORTING

The contractor will use Bell Mine (Fort Myers, Florida) for the specified Armor Stone and bedding stone. Bell Mine is a facility owned and operated by Earth Tech/Seagate

Contractor to coordinate the transport of materials on their trucks the site. The onsite project manager will work closely with the mine to coordinate the daily dispatch of trucks and management of the truck loading.

The Contractors Chain of Custody (COC) Plan covers the operation and management from Bell Mine to the Work areas. The COC Plan shall include the methods used to track the weight, volume, and content of each truck delivered to the Work area each day. The COC Plan includes posting data in electronic and hard-copy format that can be reconciled on a daily-basis.

PROJECT CONTACTS, ROLES AND RESPONSIBILITIES: EARTH TECH ENTERPRISES

Name	Cell Phone	E-mail	Role
Chris Gehring	239-571-0204	cg@earthtechenterprises.com	Overall management of site operations
Robert Rogers	941-266-6304	robrogers@mail.com	Senior Site Superintendent, Safety Manager
Butch McGovern	239-980-2611	butch@earthtechenterprises.com	Project Executive, Administrative and PM support

Steve Basho	239-774-1223	stephen@earthtechenterprises.com	Equipment & personnel, company operations
Richard Biellier	239-774-1223	richard@earthtechenterprises.com	Applications for payments & project accounting

EQUIPMENT

Heavy equipment to be used to complete this work includes:

- (1) John Deere 470 Excavator
- (1) John Deere 544-wheel loader w/forks
- (1) Kubota Skid Steer
- (1) Laymor Sweeper
- (1) Pick-up truck with tools
- (1) Kubota 4X4 utility vehicle

Road tech – composite mats

Misc. small tools, personal protection devices and safety supplies

Contractor may substitute equipment as necessary to expedite the work.

PERSONNEL

Contractor personnel are experienced professionals and tradesmen with years of experience and are expected to consist of 4-6 individuals including a full-time supervisor

- On superintendent (1)
- Foreman (1)
- Skilled Heavy Equipment Operators (2)
- Laborers /flagmen (1)
- ETE administrative support staff as required

PROPOSED SUB-CONTRACTORS

Name	Scope of Responsibility
Earth Tech Environmental 10600 Jolea Avenue Bonita Springs, Florida 34135 (239) 304-0030	• Mangrove Planting

Don Brown- President	
Oceanside Solutions 1180 Patrick Drive Satellite Beach, Florida 32937 (321) 312-3343 Joe Dotto P.E. - President	• Survey and layout

STAGING & STOCKPILE AREAS

The contractor proposes to use the beach access areas provided by the owner. Contractor will use these locations as ingress/egress off the public roadways.

Prior to mobilization a meeting will be held with all stakeholder including Town staff. The scope of work and access needs for the project will be reviewed including limits of removals. Contractor intends to place safety fencing, barricades and safety signage around staging area to define limits and identify that the area is an active construction site.

Contractor shall confine will confine equipment, and operations of personnel to areas permitted by ordinances, and the requirements of the Contract Documents. The Contractor will not store equipment in excess of what is needed for this Contract.

No operations or project-related Equipment will be in, on, or over existing mangroves or otherwise protected areas and vegetation. The Contractor must control noise and must control wind-blown sand and dust while using the construction access and staging area. The Contractor is responsible for preparation and restoration of the construction access and staging areas.

SAFETY ENVIRONMENTAL COMPLIANCE

In general, the work will be executed in such a way as to minimize the exposure and inconvenience to the residents, visitors and general public. Contractor will provide flagmen and spotters coordinate the ingress and egress of in haul trucks from the approved route to site and back on to the approved route.

Prior to work orange safety fence and signage will be erected to identify work areas that are closed to public access. Directional signage will be installed to direct pedestrian traffic away from the work areas. Spotters will be present to ensure that beach goers and the general public remains outside of the work zone. Contractor will make provisions to ensure that suitable walking paths to the beach are available at all times for beach goers and pedestrians.

An escort will be present any time heavy equipment is traversing outside the work zone. The fence and safety signs can be removed/relocated to accommodate any changes in site conditions or as needed to ensure minimal disruption/closure of the owner.

ENVIRONMENTAL COMPLIANCE

Contractors' personnel are aware of the sensitive nature of the existing beach plantings, mangroves, dune plantings, wildlife and general beach area. Equipment storage, staging area, fueling area and trash disposal areas will be limited to approved upland locations. Pre-cautions will be taken to avoid having equipment and personnel in areas that are outside of the fill template.

Contractor is aware that wildlife include possible protective species may be present in work area.

Contractor has read all permits and is aware of environmental issues present. Contractor will have required work zone notification signs related to manatees in the work zone

Daily housekeeping, site clean-up and sweeping of roadways will be done as well other appropriate best management practices to maintain compliance with the SWPP and other permits.

Contractor will keep the appropriate daily log to monitor turbidity and sediment to maintain compliance with the FDEP permit and NPDES permit.

MAINTENANCE OF TRAFFIC

Maintenance of traffic will be per FDOT index 600. Contractor will provide a MOT plan prior to start of hauling. Plan can be supplemented as required to ensure the maximum efforts are made to make the motoring public aware of the project.

SURVEY

Contractor will comply with the survey, control and reporting provisions of the Plans and Technical Specifications by contracting with Oceanside Solutions a Florida licensed, professional engineering and surveying services firm. This firm has extensive survey experience with shoreline protection and rock breakwater projects.

As noted above licensed professional surveyor will establish lines of control, center lines, benchmarks and elevations as required for the contractors' work. A grade stake log will keep (see separate example of log).

Prior start of the work the surveyor will review pre-construction survey provided by the owner.

A record drawing and stake log will be produced as the work progresses. Upon final completion a record survey will be provide in the format required to comply with permits

All surveying markers will be removed upon acceptance of each section of the work. The grade stake log will be provided as a part of the project closeout.

DEMOBILIZATION

Upon completion of the work, contractor will remove all erosion control devices, grade stakes, temporary fencing, safety devices, safety signage, construction equipment and any temporary storage facilities.

the staging and access area will be restored to their pre-project condition.

PROJECT CLOSEOUT

After all inspections of the work have been completed all required closeout documents will be furnished in accordance with contract documents.

A record survey will be provided to the engineer of record to confirm that the work has been completed in conformance with the design and permit documents

Final application for payment will be submitted to the engineer for approval.



5. Contractor References

Public Clients

Collier County, Florida

Andrew Miller P.E. - Director Coastal Zone Management
2685 South Horseshoe Drive, Suite 103
Naples, Florida 34014
239-252-2966
Andrew.miller@colliercountyfl.gov

City of Key West, Florida

Public Works Department
633 Palm Avenue
City of Key West, Florida 33040
305-809-3759

Lee County, Florida

Phil Gillogly- Project Manager Public Works /Natural Resources
1500 Monroe Street
Fort Myers, Florida 33901
239-533-8124
pgillogly@leegov.com

Town of Long Boat Key

Isac Brownman, Director Public Works Department
600 General Harris Street
Long Boat Key, Florida 34228
941-361-1988
ibrownman@longboatkey.org

Monroe County, Florida

Cary Vick - Director of Project Management
1100 Simonton Street Room 2-216
Key West, Florida 33040
305-295-4339
Vick-cary@monroecounty-fl.gov



6. Cost Proposal

Bid Form provided in Exhibit "C". attached

Earth Tech Enterprises, Inc agrees that the cost proposal remains in effect for one hundred eighty (180) days.

Earth Tech Enterprises, Inc. also acknowledges the following addendum issued prior to the bid opening:

#1	3/18/2024
#2	3/20/2024
#3	3/25/2024
#4	3/27/2024
#5	4/2/ 2024

Exhibit "C"



Architects
Environmental
M/E/P
Surveyors

Engineers
Landscape Architects
Planners
Transportation/Traffic

EARTH TECH ENTERPRISES, INC.

ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA FOUNDER'S PARK BREAKWATER REHABILITATION BID SCHEDULE					
Item	Item Description	Unit	Unit Price	Quantity	Total
1	Mobilization	LS	\$ 200,000.00	1	\$ 200,000.00
2	Demobilization	LS	\$ 200,000.00	1	\$ 200,000.00
3	Survey Layout, Project Documentation, As-builts	LS	\$ 125,000.00	1	\$ 125,000.00
4	Erosion and Sediment Control	LS	\$ 100,000.00	1	\$ 100,000.00
5	Breakwater Construction				
5a	Armor Stone	TON	\$ 190.00	3,000	\$ 570,000.00
5b	Bedding Stone - Crushed Limestone	TON	\$ 190.00	2,100	\$ 399,000.00
5c	Asphalt Pavement*	SF	\$ 10.00	14,080	\$ 140,800.00
5d	Filter Fabric	SY	\$ 30.00	1,500	\$ 45,000.00
	Breakwater Construction Subtotal				\$ 1,779,800.00
6	Mangrove Planting	LS	\$ 26,200.00	1	\$ 26,200.00
7	Culvert Repairs*	LS	\$ 21,000.00	1	\$ 21,000.00
Project Total					1,827,000.00

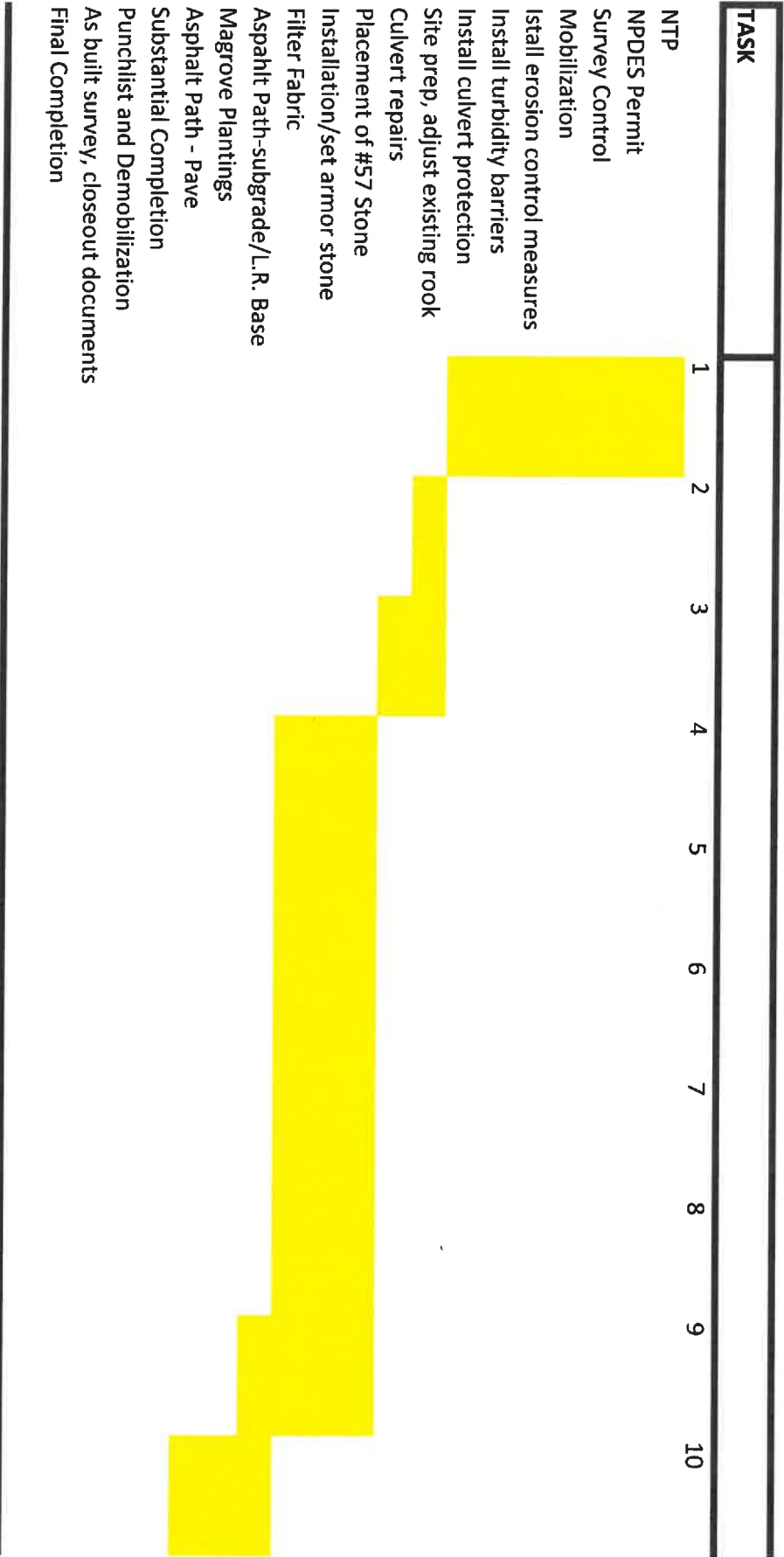
ONE MILLION EIGHT HUNDRED TWENTY SEVEN THOUSAND DOLLARS AND ZERO C

*The Village reserves the right to remove the asphalt pavement and the culvert repair from the scope of the project



7. Timeline

Founders Park Breakwater Restoration Project Preliminary Construction Schedule



Work Week M-F



	11	12	13	14
11				
12				
13				
14				



8. Ability to obtain Bonds

Please see attached letter confirming that is awarded the project, Earth Tech Enterprises, Inc. can provide a payment and performance bond equal to 100% of the value of the contract.



Council Communication

To: Mayor and Village Council
From: Peter Frezza, Environmental Resources Manager
Date: June 11, 2024
SUBJECT: **Resolution Approving Work Authorizations with Conch Tree & Landscape Professionals for Planting Projects within the Village - TAB 7**

Background:

In accordance with its Comprehensive Plan, Islamorada, Village of Islands (the "Village"), continues to enhance general community appearance as well as to preserve and enhance open space and natural landscapes. Effective April 13, 2023, the Village and Conch Tree & Landscape Professionals, Inc. ("Conch Tree") entered into a Non-Exclusive Continuing Services Agreement ("CSA") for professional landscaping services resulting from a competitive bid process (RFQ# 23-03) to create a library of companies to provide landscaping, tree trimming, and mangrove trimming services to the Village.

Total payments to Conch Tree for landscaping services in FY 2023-2024 are \$28,625.00. Village staff would like to issue Work Authorization #4, attached hereto as Exhibit "1", for a planting project at the entrance to the Founders Park pool and community center at a cost not to exceed \$3,600.00, increasing the total to date in FY 2023-2024 to \$32,225.00.

Analysis:

The attached Resolution would approve Work Authorization #4 with Conch Tree, and it would authorize an additional \$27,775.00 in FY 2023-2024 for a total of \$60,000.00.

Budget Impact:

The cost of landscaping projects is accounted for in the Capital Project Fund. The revenue source is transfers of Landscape Mitigation Funds from the General Fund to the Capital Project Fund. The FY 2023-2024 Capital Project Fund budget includes \$150,000.00 in transfers of Landscape Mitigation Funds to the Capital Project Fund.

Staff Impact:

The Village's Environmental Resources Manager and Public Works Director oversee the landscaping projects and coordinate as needed.

Recommendation:

It is recommended that the Village Council adopt the attached Resolution, thereby approving payments to Conch Tree & Landscape Professionals, Inc., in FY 2023-2024 and allowing for continued landscaping projects within the Village.

- Attachments:**
1. Resolution_FY 23-24 Purchasing Auth_Conch_061124 RVCM
 2. Exhibit 1_WA#4 Conch Tree_Founders Park Office entrance
 3. Exhibit A_Founders Park Office new landscape 2024_proposal

RESOLUTION NO. 24-

A RESOLUTION OF THE VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA, APPROVING WORK AUTHORIZATION NO. 4 WITH CONCH TREE & LANDSCAPE PROFESSIONALS INC FOR COMPLETION OF PLANTING PROJECTS WITHIN THE VILLAGE; AUTHORIZING THE VILLAGE MANAGER TO EXPEND BUDGETED FUNDS; AUTHORIZING THE VILLAGE MANAGER TO EXECUTE WORK AUTHORIZATION NO. 4 AND SUCH OTHER WORK AUTHORIZATIONS UP TO THE BUDGETED AMOUNT OF FUNDS; AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, Islamorada, Village of Islands (the "Village"), continues to enhance general community appearance and promote natural landscapes and habitat through native tree plantings within open spaces within the Village; and

WHEREAS, the Village has proposed a native plant landscaping project at the Founders Park pool and community center entrance; and

WHEREAS, the Village is in need of an independent contractor to provide the services to complete the planting project and other planting projects throughout the Village through September 30, 2024; and

WHEREAS, pursuant to RFQ 23-03, the Village entered into a current Continuing Services Agreement with Conch Tree & Landscape Professionals ("Conch Tree") for landscaping and tree trimming services; and

WHEREAS, the Village Council of Islamorada, Village of Islands, (the "Village Council") has determined that approval of Work Authorization No. 4 for a planting project at the entrance to the Founders Park pool and community center at a cost not to exceed \$3,600.00 (the "Project") and such other Work Authorizations as necessary with Conch Tree for planting projects in FY 2023-

2024 in a total amount not to exceed \$60,000.00 is in the best interest of the Village and its residents.

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

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

Section 2. Approval of Work Authorizations. The Village Council hereby approves Work Authorization No. 4 with Conch Tree for the Project, attached as Exhibit "A" in an amount not to exceed \$3,600.00. In addition, the Village Council hereby approves such further Work Authorizations with Conch Tree for additional planting as set forth in such Work Authorizations for an additional not to exceed \$27,775.00 for a total compensation not to exceed \$60,000.00 in FY 2023-2024.

Section 3. Authorization of Village Officials. The Village Manager and/or designee and the Village Attorney are authorized to take all actions necessary to implement the terms and conditions of Work Authorization No. 4 and such additional Work Authorizations in FY 2023-2024.

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 Work Authorization No. 4 in the amount not to exceed \$3,600.00 and such further Work Authorizations in FY 2023-2024 in an amount not to exceed \$27,775.00.

Section 5. Authorization of Village Manager to Execute. The Village Manager is hereby authorized to execute Work Authorization No. 4, and such further Work Authorizations in the form attached hereto as Exhibit "A" with such changes as may be approved by the Village Attorney.

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

FINAL VOTE AT ADOPTION

VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS

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

PASSED AND ADOPTED THIS ____ DAY OF _____, 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

PROJECT AGREEMENT

Between

ISLAMORADA, VILLAGE OF ISLANDS

And

CONCH TREE AND LANDSCAPE PROFESSIONALS INC.

For

Work Authorization No. 4

Professional Landscaping Services

This Project Agreement between ISLAMORADA, VILLAGE OF ISLANDS (hereinafter referred to as "VILLAGE") and CONCH TREE AND LANDSCAPE PROFESSIONALS INC. (hereinafter referred to as "CONSULTANT"), hereby authorizes the CONSULTANT to provide the services as set forth below:

WHEREAS, the VILLAGE and CONSULTANT have entered into a continuing services agreement dated April 13, 2023, pursuant to RFQ #23-03, (the "Continuing Contract") and CONSULTANT has been approved to provide the services contemplated herein; and

WHEREAS, the VILLAGE and CONSULTANT desire to enter into this Work Authorization for the CONSULTANT to provide landscaping services to remove all bougainvillea from in front of Founders Park pool office and plant 70 (3 gallon) cocoplum plants in its place as more further described in Exhibit "A" attached hereto (the "Project"), in accordance with the terms and conditions of this Work Authorization.

The VILLAGE and CONSULTANT agree as follows:

SECTION 1. SCOPE OF SERVICES

1.1 The CONSULTANT shall provide Professional Landscaping services to the VILLAGE for the Project as described in the "Project Description" attached as Exhibit "A" to complete the Founders Park Pool Office Planting Project.

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

1.3 The VILLAGE may request changes that would increase, decrease, or otherwise modify the Scope of Services. Such changes must be contained in a written change order executed by the parties in accordance with the provisions of the Continuing Contract, prior to any deviation from the terms of the Project Agreement, including the initiation of any extra work.

SECTION 2. DELIVERABLES

As part of the Scope of Services the CONSULTANT shall provide to the VILLAGE the following Deliverables:

- *Remove all bougainvillea from in front of Founders Park pool office, haul away*
- *Install 70 3-gallon cocoplum*
- *Purchase, deliver, install 20 bags of brown mulch*
- *Water every day for 2 weeks and then every other day for 2 weeks (total of 21 days)*

Unless otherwise stated, the CONSULTANT will provide draft and site plans, and other materials prepared for the Project in both paper and electronic formats as appropriate, excluding material that is available only as photocopy to the VILLAGE. The VILLAGE shall be provided copies of all correspondence from CONSULTANT to any public or private entity or individual and all correspondence received by the CONSULTANT for the Project.

SECTION 3. TERM/TIME OF PERFORMANCE/DAMAGES

3.1 Term. This Project Agreement shall commence on the date this Project Agreement is fully executed by all parties and shall continue in full force and effect through, **December 31, 2024**, unless otherwise terminated pursuant to Section 6 or other applicable provisions of this Project Agreement. The Village Manager may extend the term of this Project Agreement through written notification to the CONSULTANT. Such extension shall not exceed (30) days. No further extensions of this Project Agreement shall be effective unless authorized by the Village Manager.

3.2 Commencement. The CONSULTANT'S services under this Project Agreement and the time frames applicable to this Project Agreement shall commence upon the date provided in a written Notice to Proceed ("Commencement Date") provided to the CONSULTANT from the Village Manager through the issuance of a Purchase Order. The CONSULTANT shall not incur any expenses or obligations for payment to third parties prior to the issuance of the Notice to Proceed of Commencement.

3.3 Contract Time. Upon receipt of the Notice to Proceed, the CONSULTANT shall commence services to the VILLAGE on the Commencement Date, and shall continuously perform services to the VILLAGE, without interruption.

3.4 All limitations of time set forth in this Project Agreement are of the essence.

SECTION 4. AMOUNT, BASIS AND METHOD OF COMPENSATION

4.1 Lump Sum Compensation. VILLAGE agrees to pay CONSULTANT an amount not to exceed Three Thousand Six Hundred Dollars and no Cents **(\$3,600.00)** as compensation for performance of all services related to the Project. It is understood that the method of compensation is that of lump sum which means that CONSULTANT shall perform all services set forth for total compensation in the amount stated above. Said lump sum includes but is not limited to, compensation for all fees, expenses, and out-of-pocket costs of the CONSULTANT.

4.2 Reimbursables. It is acknowledged and agreed to by CONSULTANT that the amount set forth in Section 4.1 includes Direct Expenses and describes the maximum extent of VILLAGE'S obligation to reimburse CONSULTANT for direct, non-salary expenses, but does not constitute a limitation, of any sort, upon CONSULTANT'S obligation to incur such expenses in the performance of services hereunder.

SECTION 5. BILLING AND PAYMENTS TO THE CONSULTANT

5.1 Invoices.

5.1.1 Lump Sum Compensation. CONSULTANT shall submit invoices which are identified by the specific Work Authorization Number on a monthly basis and in a timely manner. These invoices shall identify the nature of the work performed, the phase of work, and the estimated percent of work accomplished. Invoices for each phase shall not exceed the amounts allocated to said phase. The statement shall show a summary of fees with accrual of the total and credits for portions paid previously.

5.1.2 Disputed Invoices. In the event all or a portion of an invoice submitted to the VILLAGE for payment to the CONSULTANT is disputed, or additional backup documentation is required, the Village Manager shall notify the CONSULTANT within fifteen (15) working days of receipt of the invoice of such objection, modification or additional documentation request. The CONSULTANT shall provide the VILLAGE with a written response and any additional information requested by the VILLAGE within five (5) working days of the date of the VILLAGE'S notice. The VILLAGE may request additional information, including but not limited to, all invoices, time records, expense records, accounting records, and payment records of the CONSULTANT. The VILLAGE, at its sole discretion, may pay to the CONSULTANT the undisputed portion of the invoice.

5.2 Suspension of Payment. In the event that the VILLAGE becomes credibly informed that any representations of the CONSULTANT, provided pursuant to Subparagraph 5.1, are wholly or partially inaccurate, or in the event that the CONSULTANT is not in compliance with any term or condition of this Project Agreement, the VILLAGE may withhold payment of sums then or in the future otherwise due to the CONSULTANT until the inaccuracy, or other breach of Project Agreement, and the cause thereof, is corrected to the VILLAGE'S reasonable satisfaction.

5.3 Final Payment. Submission of the CONSULTANT'S invoice for final payment and reimbursement shall constitute the CONSULTANT'S representation to the VILLAGE that, upon

receipt from the VILLAGE of the amount invoiced, all obligations of the CONSULTANT to others, including its Subconsultants, incurred in connection with the Project, shall be paid in full. The CONSULTANT shall deliver to the VILLAGE all documents and computer files requested by the VILLAGE evidencing payment to any and all subcontractors, and all final specifications, plans or other documents as dictated in the Scope of Services and Deliverables. Acceptance of final payment shall constitute a waiver of all claims against the VILLAGE by the CONSULTANT.

SECTION 6. TERMINATION/SUSPENSION

6.1 For Cause. This Project Agreement may be terminated by either party upon three (3) calendar days written notice to the other for breach of any material term or condition of this Project Agreement. In the event that CONSULTANT abandons this Project Agreement or causes it to be terminated by the VILLAGE, the CONSULTANT shall indemnify the VILLAGE against any loss pertaining to this termination. In the event that the CONSULTANT is terminated by the VILLAGE for cause and it is subsequently determined by a court of competent jurisdiction that such termination was without cause, such termination shall thereupon be deemed a termination for convenience under Section 6.2 and the provisions of Section 6.2 shall apply.

6.2 For Convenience. This Project Agreement may be terminated by the VILLAGE for convenience upon five (5) calendar days written notice to the CONSULTANT. In the event of such a termination, the CONSULTANT shall incur no further obligations in connection with the Project and shall, to the extent possible terminate any outstanding subconsultant obligations. The CONSULTANT shall be compensated for all services performed to the satisfaction of the VILLAGE and reimbursable expenses incurred prior to the date of termination. In such event, the CONSULTANT shall promptly submit to the VILLAGE its invoice for final payment and reimbursement which invoice shall comply with the provisions of Paragraph 5.1. Under no circumstances shall the VILLAGE make payment of profit to the CONSULTANT for services which have not been performed.

6.3 Assignment Upon Termination. Upon termination of this Project Agreement, the work product of the CONSULTANT shall become the property of the VILLAGE and the CONSULTANT shall, within ten (10) working days of receipt of written direction from the VILLAGE, transfer to either the VILLAGE or its authorized designee, all work product in its possession, including but not limited to, designs, specifications, drawings, studies, reports and all other documents and digital data in the possession of the CONSULTANT pertaining to this Project Agreement. Upon the VILLAGE'S request, the CONSULTANT shall additionally assign its rights, title and interest under any subcontractor's agreements to the VILLAGE.

6.4 Suspension for Convenience. The VILLAGE shall have the right at any time to direct the CONSULTANT to suspend its performance, or any designated part thereof, for any reason whatsoever, or without reason, for a cumulative period of up to five (5) calendar days. If any such suspension is directed by the VILLAGE, the CONSULTANT shall immediately comply with same. In the event the VILLAGE directs a suspension of performance as provided herein, through no fault of the CONSULTANT, the VILLAGE shall pay the CONSULTANT as full compensation for such

suspension the CONSULTANT'S reasonable costs, actually incurred and paid, of demobilization and remobilization.

SECTION 7. PERSONNEL ASSIGNED TO PROJECT

7.1 The CONSULTANT shall assign only qualified personnel to perform any services concerning this Project. At the time of execution of this Project Agreement, the parties anticipate that the following named individuals will perform those supervisory or primary functions indicated:

<u>NAME</u>	<u>FUNCTION</u>
Shane Volland	Owner

So long as the individuals named above remain actively employed or retained by the CONSULTANT, they shall perform the functions indicated next to their names. Furthermore, the VILLAGE reserves the right to reject any proposed substitution for any of the above-named individuals, and the VILLAGE shall have the further right to require that any individual assigned to the Project by the CONSULTANT be removed from the Project and reassigned for good cause.

SECTION 8. INCORPORATION OF CONTINUING CONTRACT

All terms and conditions of the Continuing Contract not specifically modified by this Project Agreement shall remain in full force and effect and are incorporated into and made a part of this Project Agreement by this reference as though set forth in full.

SECTION 9. SEVERABILITY

If any provision of this Project Agreement or its application to any person or situation shall to any extent, be invalid or unenforceable, the remainder of this Project Agreement, and the application of such provisions to persons or situations other than those to which it shall have been held invalid or unenforceable shall not be affected thereby, and shall continue in full force and effect, and be enforced to the fullest extent permitted by law.

SECTION 10. MISCELLANEOUS

10.1 Public Records. VILLAGE is a public agency subject to Chapter 119, Florida Statutes. To the extent that CONTRACTOR is acting on behalf of VILLAGE pursuant to Section 119.0701, Florida Statutes, CONTRACTOR shall:

- a. Keep and maintain public records that ordinarily and necessarily would be required to be kept and maintained by VILLAGE were VILLAGE performing the services under this Project Agreement;
- b. Provide the public with access to such public records on the same terms and conditions that the County would provide the records and at a cost that does not exceed that provided in Chapter 119, Florida Statutes, or as otherwise provided by law;
- c. Ensure that public records that are exempt or that are confidential and exempt from public record requirements are not disclosed except as authorized by law; and
- d. Meet all requirements for retaining public records and transfer to VILLAGE, at no cost, all public records in possession of the CONTRACTOR upon termination of this Project Agreement and destroy any duplicate public records that are exempt or confidential and exempt. All records stored electronically must be provided to the VILLAGE.

IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS PROJECT AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 305-664-6412, Clerk@islamorada.fl.us, or by mail: Village Clerk, 868800 Overseas Highway, Islamorada, FL 33036.

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

10.3 E-Verify. CONTRACTOR shall comply with Section 448.095, Fla. Stat., "Employment Eligibility," including the registration and use of the E-Verify system to verify the work authorization status of employees. Failure to comply with Section 448.095, Fla. Stat. shall result in termination of this Contract. Any challenge to termination under this provision must be filed in the Circuit Court no later than 20 calendar days after the date of termination. If this Project Agreement is terminated for a violation of the statute by CONTRACTOR, CONTRACTOR may not be awarded a public contract for a period of 1 year after the date of termination.

10.4 Scrutinized Companies. CONTRACTOR certifies that it and its subconsultants are not on the Scrutinized Companies that Boycott Israel List. Pursuant to Section 287.135, F.S., the VILLAGE may immediately terminate this Project Agreement at its sole option if the CONTRACTOR or its subconsultants are found to have submitted a false certification; or if CONTRACTOR, or its subconsultants are placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of the Project Agreement.

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

VILLAGE

ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA

By: _____
Robert Cole, Village Manager

The ____ day of _____, 20__.

AUTHENTICATION:

Marne McGrath, Village Clerk

(SEAL)

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

John J. Quick, Village Attorney

CONSULTANT

CONCH TREE & LANDSCAPE PROFESSIONALS INC.

By:_____

Print Name:_____

Title:_____

The ____ day of _____, 20__.

AUTHENTICATE:

Secretary

Print Name

WITNESSES:

Print Name:_____

Print Name:_____



Exhibit A

Conch Tree and Landscape Pro's Inc.

*P. O. Box 372283
Key Largo FL 33037
Phone 305 4511900
Fax (844)213-1809
Licensed & Insured*

April 18, 2024
Attn: Pete Frezza

Scope of Work

1) Remove all bougainvillea from in front of Founders Park pool office, haul away.

Total: \$300.00

Initial for service: _____

2) Install 70 3-gallon cocoplum.

Total: \$ 1000.00

Initial for service: _____

3) Purchase, deliver, install 20 bags of brown mulch.

Total: \$200.00

4) Water everyday for 2 weeks and then every other day for 2 weeks. 21 days.

Total: \$2100.00

Initial for service: _____

Grand Total: \$3600.00

Islamorada, Village of Islands

Conch Tree and Landscape Professionals Inc.

Date: _____

Date: _____



Council Communication

To: Mayor and Village Council
From: Terry Abel, Fire Chief
Date: June 11, 2024
SUBJECT: **Resolution Approving FY 2023-2024 Purchases from Municipal Emergency Services for Services and Supplies - TAB 8**

Background:

The Islamorada, Village of Islands ("Village") Fire Rescue Department requires certain specialized services and supplies related to components used to provide emergency services. The Village Fire Rescue Department has historically purchased the Services and Supplies from Municipal Emergency Services (MES) as the preferred vendor capable of providing the Services and Supplies at a competitive cost, with experienced representatives and free in-service training for new products and services performed in house whenever possible.

Pursuant to Section 2-327 of the Village's Code of Ordinances relating to the Village's purchasing guidelines, the Village Manager has the authority to make purchases or enter into contracts for purchases of materials, supplies, equipment, improvements, or services where the total amount expended is less than \$25,000.00 and the aggregate total for any single vendor in any single year is less than \$25,000.00. Purchases of or contracts for purchases of materials, supplies, equipment improvements, or services where the total amount expended is \$25,000.00 or more shall be awarded by the Village Council.

The Village's Purchasing Ordinance provides for piggybacking on an existing contract with the state, a state agency, another municipality, a political subdivision or a statewide professional association when such contract was awarded by a competitive bidding process and the contract extends the prices, terms and conditions for such goods or services to the state's municipalities.

Analysis:

Lake County, Florida, completed a competitive bidding process for Fire Equipment, Supplies and Services. MES was awarded contract 22-730G with Lake County on August 1, 2022, with modifications made September 13, 2022, August 1, 2023, and September 14, 2023, for two annual terms that will expire July 31, 2025. MES has agreed to extend the terms and conditions of its Lake County Term Contract to the Village.

Adoption of the proposed resolution would authorize the expenditures from MES in an amount not to exceed \$50,000.00 for Fiscal Year 2023-2024 and approve a waiver of competitive bidding for these purchases.

The Village was awarded Assistance to Firefighters Grant #EMW-2021-FG-07729, adopted

via Resolution 22-10-105. An Invitation to Bid 23-09 was issued to solicit proposals with no resulting submittals, a competitively bid award was located from Lake County. Via Resolution 23-09-109 the expenses in the amount of \$25,166.00 was authorized for expenditure however the need to continue to use the vendor exceeding previous expenditure amount with MES.

Budget Impact:

Payments to MES are reflected in the Operating Supplies and Capital Asset account in the Fire Rescue Department Budget in the General Fund. The FY 2023-2024 approved budget for Fire Rescue Department Operating Supplies is \$307,000.00, which includes the purchase of Services and Supplies from MES.

Staff Impact:

Fire Rescue Department staff and Finance Department staff would monitor costs incurred against the total budget to ensure the expenditures do not exceed \$50,000.00 during the fiscal year without approval by the Village Council.

Recommendation:

Staff recommends that the Village Council adopt the attached Resolution thereby approving FY 2023-2024 expenditures for services from MES and approving a waiver of competitive bidding.

- Attachments:**
1. 2_Reso_FY23-24 MES Purchases
 2. Lake County Contract 22-730G (Mod 3)

RESOLUTION NO. 23-

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

WHEREAS, the Islamorada, Village of Islands ("Village") Fire Rescue Department requires certain specialize services and supplies and related components to provide emergency services; and

WHEREAS, the Village Fire Rescue Department identified Municipal Emergency Services. ("MES"), as the preferred vendor capable of providing the Services and Supplies timely, at competitive prices, and providing training for new products and equipment; and

WHEREAS, pursuant to Section 2-328(a) of the Village's Code of Ordinances concerning waiver of competitive bidding, the requirements of Section 2-327 relating to competitive bidding may be waived by the Village Council upon a documented finding that the purchase of the particular goods or services without competitive bidding is in the best interest of the Village; and

WHEREAS, pursuant to Section 2-328(b) of the Village's Code of Ordinances concerning waiver of competitive bidding, the requirements of Section 2-327 relating to competitive bidding may be waived by the Village Council through use of an existing contract with the state, a state agency, another municipality, a political subdivision or a statewide professional association when such contract was awarded by a competitive bidding process and the contract extends the prices, terms and conditions for such goods or services to the state's municipalities; and

WHEREAS, following a competitive bidding process conducted by Lake County, Florida, MES entered into contract (22-730-G) with Lake County for Fire Equipment, Supplies and Services; and

WHEREAS, MES has agreed to extend the terms and conditions of the Agreement with Lake County to the Village; and

WHEREAS, the Village Council finds that approval of Fiscal Year 2023-2024 not to exceed amount of \$50,000.00 for Services and Supplies from MES and a waiver of competitive bidding is in the best interest of the Village.

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

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

Section 2. **Approval of Fiscal Year Expenditures.** The Village Council hereby approves an amount not to exceed Fifty Thousand Dollars (\$50,000.00) for Services and Supplies purchased from MES.

Section 3. **Authorization of Fund Expenditure.** Notwithstanding the limitations imposed upon the Village Manager pursuant to the Village's Purchasing Procedures Ordinance, the Village Manager is authorized to expend budgeted funds for purchases from MES for Fiscal Year 2023-2024.

Section 4. **Approval of Waiver of Competitive Bidding.** In accordance with Section 2-238(a) and (b) of the Village Code, the Village Council waives the purchasing provisions of the Village Code to utilize the services of MES without conducting a competitive bid process.



MODIFICATION OF CONTRACT

Modification Number: Three (3) Effective Date: 9/14/2023	Contract Number: 22-730G Title: Fire Equipment, Supplies, and Services Effective Date: 08/01/2022
Contracting Officer: Gretchen Bechtel, CPPB E-mail: gretchen.bechtel@lakecountyfl.gov Telephone Number: 352-343-9765	Contractor Name and Address: Name: Municipal Emergency Services, Inc Address: 12 Turnberry Ln, 2nd Floor City: Sandy Hook, CT 06482 ATTENTION: jrobinson@mesfire.com; rmclester@mesfire.com
Issued By: Procurement Services Lake County Administration Building 315 W. Main St., Suite 441 Tavares, Florida 32778-7800	
INSTRUCTIONS: Contractor shall sign Signature Block showing acceptance of the below written modification and <u>return this form to Procurement Services within ten (10) days after receipt</u> . Once fully executed, a copy of this modification will be returned to the Contractor to attach to the original Contract.	
DESCRIPTION OF MODIFICATION: Contract modification to ADD additional manufacturers and services per the attached pricing sheets.	
CONTRACTOR SIGNATURE BLOCK Signature: Print Name: <u>Jamie Robinson</u> Title: <u>Regional Vice President</u> Date: <u>9/18/2023</u> E-mail: <u>jrobinson@mesfire.com</u> Secondary E-mail: _____	LAKE COUNTY SIGNATURE BLOCK Signature: Print Name: Gretchen Bechtel, Title: Contracting Officer II Date: 2023.09.18 08:42:16 -04'00' Digitally signed by Gretchen Bechtel, Contracting Officer II
Distribution: Original – Bid File Copy – Contractor Contracting Officer	



MODIFICATION OF CONTRACT

Modification Number: Two (2) Effective Date: 8/1/2023	Contract Number: 22-730G Title: Fire Equipment, Supplies, and Services Effective Date: 08/01/2022
Contracting Officer: Gretchen Bechtel, CPPB E-mail: gretchen.bechtel@lakecountyfl.gov Telephone Number: 352-343-9765	Contractor Name and Address: Name: Municipal Emergency Services, Inc Address: 12 Turnberry Ln, 2nd Floor City: Sandy Hook, CT 06482 ATTENTION: jrobinson@mesfire.com; rmclester@mesfire.com
Issued By: Procurement Services Lake County Administration Building 315 W. Main St., Suite 441 Tavares, Florida 32778-7800	
INSTRUCTIONS: Contractor shall sign Signature Block showing acceptance of the below written modification and <u>return this form to Procurement Services within ten (10) days after receipt</u> . Once fully executed, a copy of this modification will be returned to the Contractor to attach to the original Contract.	
DESCRIPTION OF MODIFICATION: Contract modification to extend the agreement for two annual terms to expire on 07/31/2025.	
CONTRACTOR SIGNATURE BLOCK Signature: <u>Ward Petrie</u> Print Name: <u>Ward Petrie</u> Title: <u>SVP Finance</u> Date: <u>4/10/23</u> E-mail: <u>wpetrie@mesfire.com</u> Secondary E-mail: _____	LAKE COUNTY SIGNATURE BLOCK Signature: _____ Print Name: Gretchen Bechtel, Title: Contracting Officer II Date: _____ Digitally signed by Gretchen Bechtel, Contracting Officer II Date: 2023.04.11 07:59:40 -04'00'
Distribution: Original – Bid File Copy – Contractor Contracting Officer	



MODIFICATION OF CONTRACT

Modification Number: One (1) Effective Date: 9/13/2022	Contract Number: 22-730G Title: Fire Equipment, Supplies, and Services Effective Date: 08/01/2022
Contracting Officer: Gretchen Bechtel, CPPB E-mail: gretchen.bechtel@lakecountyfl.gov Telephone Number: 352-343-9765	Contractor Name and Address: Name: Municipal Emergency Services, Inc Address: 12 Turnberry Ln, 2nd Floor City: Sandy Hook, CT 06482 ATTENTION: jrobinson@mesfire.com; rmclester@mesfire.com
Issued By: Procurement Services Lake County Administration Building 315 W. Main St., Suite 441 Tavares, Florida 32778-7800	
INSTRUCTIONS: Contractor shall sign Signature Block showing acceptance of the below written modification and <u>return this form to Procurement Services within ten (10) days after receipt.</u> Once fully executed, a copy of this modification will be returned to the Contractor to attach to the original Contract.	
DESCRIPTION OF MODIFICATION: Contract modification to add the highlighted manufacturers and pricing per the attached.	
CONTRACTOR SIGNATURE BLOCK Signature: _____ Print Name: <u>Jamie Robinson</u> Title: <u>Regional Vice President</u> Date: <u>9/13/22</u> E-mail: <u>jrobinson@mesfire.com</u> Secondary E-mail: _____	LAKE COUNTY SIGNATURE BLOCK Signature: _____ Print Name: Gretchen Bechtel, CPPB, Title: Contracting Officer II Date: _____ Digitally signed by Gretchen Bechtel, CPPB, Contracting Officer II Date: 2022.09.15 08:19:49 -04'00'
Distribution: Original – Bid File Copy – Contractor Contracting Officer	

<i>Municipal Emergency Services</i>			
ITEM #	SAVE AND SUBMIT AS AN EXCEL FILE		
1	www.mesfire.com		
	SHOP LOCATION		
2a	3789 62 Ave North Pinellas Park FL 33781		
2b	Jamie Robinson		
2c	Labor for Equipment Repair (not under warranty)	\$0.00	per hour
2d	Pickup or delivery services offered?	Yes	
2e	Pick up / delivery fee for Equipment	\$0.00	per call

The following information is required for price redetermination consideration.

Which does the firm use: Diesel fuel or Gasoline?	
Assuming prices quoted include costs for vehicles, maintenance, repair, insurance, fuel, wages, insurances, other employee benefits, materials, overhead, operating expenses, etc., what percentage of the rate is directly attributed to the cost of fuel?	0
Assuming prices quoted include costs for vehicles, maintenance, repair, insurance, fuel, wages, materials, overhead, operating expenses, etc., what percentage of the rate is directly attributed to the cost of wages?	0
Assuming prices quoted include costs for vehicles, maintenance, fuel, wages, insurances, other employee benefits, materials, overhead, operating expenses, etc., what percentage of the rate is directly attributed to the cost of materials?	0

Lake County is exempt from all taxes (Federal, State, Local). A Tax Exemption Certificate will be furnished upon request for any direct purchasing. Contractor will be responsible for payment of taxes on all materials purchased by the Contractor for the project.

LIST MANUFACTURER SUPPORTED.			
3	MANUFACTURER	Hourly Service Rate	Factory Authorized Service Center? YES/NO
	Hurst ED/EWXT/E3 service - per tool	\$250.00	Yes
	Hurst High Pressure service - per tool	\$140.00	Yes
	Hurst Low Pressure service - per tool	\$140.00	Yes
	Hurst High Pressure pump service - per pump	\$525.00	Yes
	Hurst Low Pressure pump service - per pump	\$525.00	Yes
	Hurst extension hose - flush	\$125.00	Yes
	Hurst extension hose - visual inspection	\$50.00	Yes
	Hurst cord reel - flush	\$175.00	Yes
	Hurst cord reel - visual inspection	\$50.00	Yes
	Hurst non warranty repairs - labor rate per hour	\$160.00	Yes
	Lift bag set inspection (1 regulator, 1 controller, hoses)	\$100.00	Yes

[illegible]

<i>Municipal Emergency Services</i>				
SAVE AND SUBMIT AS AN EXCEL FILE				
FIRM'S WEBSITE:		www.mesfire.com		
Warehouse Location(s):		3789 62nd Avenue North Pinellas Park, FL 33781 AZ, CA, CO, CT, IL, IN, MD, MI, NC, NE, NY, TX, WA		
Contact Information For Emergency/Disaster Services (24/7)				
Name:		Jamie Robinson		
Email:		jrobinson@mesfire.com		
Emergency Phone:		727-686-0020		
List manufacturer brands supported.				
MANUFACTURER	Percent Off List	In Stock / Lead Time	Freight Included	WEBSITE
3M Company	15%		No	
5.11	10%		No	
Able 2 Sho Me	10%		No	
Action	25%		No	
AH Stock	10%		No	
Ajax	5%		No	
Akron Brass	20%		No	
Alcolite (Sam Carbis)	10%		No	
Amerex	List+10%		No	
American Firewear	15%		No	
Anchor Industries	10%		No	
Angus	20%		No	
Ansul Foam	15%		No	
Avon Manufacturing	5%		No	
B&B Enterprises	15%		No	
Bates (Wolverine)	10%		No	
Bayco/NightStick	10%		No	
Bayly Hat Company	List		No	
Black Diamond	15%		No	
Blackinton	10%		No	
Blauer	List		No	
Boston Leather	20%		No	
Bridgehill	List		No	
Bullard - helmets	20%		No	
Bullard - other	10%		No	
CET Pumps	15%		No	
Chemguard	10%		No	
Circul Air	List		No	
CMC Rescue	3%		No	
Code 3	20%		No	
Collins Dynamics (Rom Corp)	22%		No	
Condor Footwear	5%		No	
Council Tools	20%		No	

Courtland Boot Jack	List	No	
Crew Boss	20%	No	
Danner/LaCrosse	5%	No	
Decon Systems (Saunaray)	List	No	
Dicke Tool	15%	No	
Dragonfire (J Scott Solutions)	20%	No	
DuPont	5%	No	
Dutyman	5%	No	
Eastern Fire Equipment Services	5%	No	
Edison	20%	No	
Edwards & Cromwell	10%	No	
Edwards Garment Company	5%	No	
Edwards MFG	10%	No	
Elbeco	5%	No	
Elkhart Brass	20%	No	
Energizer	List	No	
Ergodyne	20%	No	
ESS	20%	No	
Euramco	15%	No	
EVAC Systems	5%	No	
Fechheimer/Flying Cross	5%	No	
Federal Signal Corp	20%	No	
Fire Hooks Unlimited	List+10%	No	
Fire Innovations	10%	No	
Fire Research (FRC)	15%	No	
Fire Soaps	5%	No	
Fire Wipes	5%	No	
Firecom	5%	No	
Firecraft - gloves	10%	No	
Firecraft - Sensit	5%	No	
Fire-Dex	10%	No	
First Tactical	10%	No	
Flamefighter	20%	No	
Fol-Da-Tank	20%	No	
Foxfire	10%	No	
FoxFury	10%	No	
Fresh Gear	5%	No	
FSI North America	List	No	
Gemtor	20%	No	
Gerber	List	No	
GH Armor	Per NASPO	No	
Glassmaster Wehr	15%	No	
Grace Industries	List	No	
Gripflex Corporation	List	No	
Groves/Ready Rack	List	No	
Hale Fire Pumps	List	No	
Hammerhead (Gear Keeper)	15%	No	
Hannay Reels	10%	No	
Harrington	25%	No	
Hebert	List	No	
Hero Wipes	5%	No	
Hero's Pride	5%	No	
HexArmor	15%	No	
Homeland 6 (H6 Tactical)	10%	No	
Honeywell - boots	10%	No	
Honeywell - helmets & parts	10%	No	
Honeywell Analytics	List+5%	No	

Honeywell/Morning Pride - PPE	10%		No	
Hope Uniform Company	List		No	
Hot Shields	5%		No	
Hotstick	List		No	
Humat	List		No	
Hurst	5%		No	
Husky	25%		No	
Hydra Shield	12%		No	
Industrial Scientific - accessories	List		No	
Industrial Scientific - monitors	10%		No	
J-Tek/CMJ manufacturing	List		No	
Justrite	20%		No	
Kappler	List		No	
Kochek	25%		No	
Koehler Mfg	20%		No	
Kroll	10%		No	
Kussmaul	List		No	
Lakeland	10%		No	
Leatherhead Tools	20%		No	
Liberty Uniform Mfg Co	List		No	
Lightning X	10%		No	
Lion Uniforms	10%		No	
Little Giant	5%		No	
Mag Instruments	10%		No	
Majestic Hoods	20%		No	
Majestic Hoods - Gore	List		No	
Makita	List		No	
Matex	15%		No	
Mechanix Gloves	10%		No	
Mustang Survival	10%		No	
Natale (Circle D)	15%		No	
National Foam	5%		No	
National River Supply (NRS)	10%		No	
Norco Gas	List		No	
NUPLA	15%		No	
OHD	List		No	
Original Footwear	5%		No	
Pacific Helmets	5%		No	
Pacific Reflex	15%		No	
Paul Conway Shields	10%		No	
Pelican	List+10%		No	
Performance Advantage Company (PAC)	10%		No	
Petzl	20%		No	
PGI	5%		No	
Pigeon Mountain Industries (PMI)	10%		No	
Plastix Plus	5%		No	
PMI Rope	10%		No	
Point Blank	Per NASPO		No	
Premier Emblem	5%		No	
Propper	5%		No	
Protective Industrial Products (PIP)	10%		No	
R&B Fabricators	10%		No	
Radians	10%		No	
RAE Systems	5%		No	
Redback Boots	15%		No	
Rescue 42	5%		No	
Rescue Technology	5%		No	

RevolveAir	List	No	
Rice Hydro	10%	No	
Ringers	List	No	
RIT Safety Solutions	10%	No	
Rock N Rescue	10%	No	
Royce Shields	5%	No	
Salomon	10%	No	
Samuel Broome	5%	No	
San Mar	10%	No	
Savox	List	No	
SCBAS	15%	No	
Scott Safety- gas detection	5%	No	
Scott Safety- SCBA and parts	List	No	
Scott Safety- thermal imager parts	List	No	
Scott Safety- thermal imagers	5%	No	
Scotty Firefighter	15%	No	
Seek Thermal	5%	No	
Sensible Mounts	15%	No	
Shelby Gloves	List	No	
Silent Partner Technologies	List	No	
Simulaids	List	No	
SM Smith	5%	No	
Smith & Warren	10%	No	
Snap Tite/All-American/Firequip	10%	No	
Solomon	5%	No	
Solutions Safety (Citrosqueeze)	5%	No	
South Park	20%	No	
Southeastern Shirt Company	5%	No	
Spiewak	5%	No	
Stallion Air	List	No	
Statpacks	10%	No	
Steck	10%	No	
Sterling Rope	15%	No	
Streamlight	15%	No	
Supervac	5%	No	
Survival Armor	Per NASPO	No	
Tactsquad	5%	No	
Target Solutions	List	No	
Task Force Tips (TFT)	5%	No	
Task Force Tips- Blitzfire/G-Force Series	List	No	
Team Equipment	List	No	
Team Wendy	List	No	
Teledyne	5%	No	
Teelite	5%	No	
Tempest - VS series batteries & access.	List+5%	No	
Tempest/Leader Fans	10%	No	
Thorogood/Weinbrenner boots	15%	No	
TNT Tools	10%	No	
Topps	List+10%	No	
Toxic Suppression	List	No	
True North	10%	No	
Tru-Spec	10%	No	
Turtle Plastics	List	No	
Tyco	10%	No	
UltraTec Special Effects	15%	No	
Under Armour	5%	No	
Underwater Kinetics	List	No	

Various mfgs - compressor service parts	5%		No	
Veridian - PPE	25%		No	
Veridian- gloves, hoods, accessories	10%		No	
Vetter	List		No	
VF Imagewear	5%		No	
Vizcon	List		No	
W. Alboum Hat Company	List		No	
Warthog	5%		No	
Waterous	List		No	
Weldon	25%		No	
Whelen Engineering	15%		No	
Williams Foam	List		No	
Workrite	10%		No	
Yates	5%		No	
Zephyr	List		No	
Ziamatic/Zico	List		No	
Custom motor trousers/breeches (MES)	List		No	
Sewing/embroidery/alterations (MES)	List		No	



CONTRACT NO. 22-730G
For
Fire Equipment, Supplies, and Services

LAKE COUNTY, FLORIDA, a political subdivision of the State of Florida, through its Board of County Commissioners (hereinafter "County") does hereby accept, with noted modifications, if any, the bid of **Municipal Emergency Services, Inc.** (hereinafter "Contractor") to supply **Fire Equipment, Supplies, and Services** to the County pursuant to County Bid number 22-730 with any included addenda (hereinafter "Bid"), with an opening date of 4/28/2022, and Contractor's Bid response dated 4/25/2022, thereto with all County Bid provisions governing.

A copy of the Contractor's signed Bid is attached hereto and incorporated herein, thus making it a part of this Contract except that any items not awarded have been struck through. The attachments noted below (if any) are attached hereto and are also made a part of this Contract.

ATTACHMENTS:

Addendum 1 & 2, Exhibit A – Scope of Work, Exhibit B – Insurance Requirements, Attachment 1 – Submittal Form with General Terms & Conditions acceptance, Attachment 2 – Pricing Sheet

No financial obligation under this Contract shall accrue against the County until a specific purchase transaction is completed pursuant to the terms and conditions of this Contract.

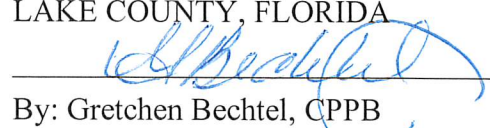
Contractor shall submit the documents hereinafter listed prior to commencement of this Contract: **N/A**

The County's Procurement Services Director shall be the sole judge as to the fact of the fulfillment of this Contract, and upon any breach thereof, shall, at his option, declare this Contract terminated, and for any loss or damage by reason of such breach, whether this Contract is terminated or not, said Contractor and their surety for any required bond shall be liable.

This Contract is effective from 8/1/2022 through 7/31/2023, except the County reserves the right to terminate this Contract immediately for cause and/or lack of funds and with thirty (30) day written notice for the convenience of the County. This Contract provides for two (2) two (2) year renewals at Lake County's sole option at the terms noted in the Bid.

Any and all modifications to this Contract must be in writing signed by the County's Procurement Services Director.

LAKE COUNTY, FLORIDA


By: Gretchen Bechtel, CPPB

Contracting Officer II

Date: 07/26/2022

Distribution: Original-Bid File
Copy-Contractor
Copy-Department



Office of Procurement Services

P.O. Box 7800 • 315 W. Main St., Suite 441 • Tavares, FL 32778

SOLICITATION: Fire Equipment, Supplies, and Services

04/12/2022

Vendors are responsible for the receipt and acknowledgement of all addenda to a solicitation. Confirm acknowledgement by including an electronically completed copy of this addendum with submittal. Failure to acknowledge each addendum may prevent the submittal from being considered for award.

THIS ADDENDUM DOES NOT CHANGE THE DATE FOR RECEIPT OF PROPOSALS.

QUESTIONS/RESPONSES

- Q1. Section 5.0 Method of Award - Is it the County's intention to award to multiple vendors as they have done in the past?
- R1. Per Section 5.0 Method of Award; The County reserves the right to make awards on a lowest price basis by individual item, group of items, all or none, or a combination; with one or more Vendors**
- Q2. Section 3.0 Delivery Requirements and Acceptance – bid calls for delivery of all products within 10 calendar days. For items in stock this is possible, but for items on order the delivery time will vary by product and brand. The delivery time can be given when a quote is requested.
- R2. Per Section 3.0 Delivery Requirements and Acceptance Section 3.5.1 Back order may be cancelled after the shipment period has lapsed. Cancellation of orders are at the discretion of the County.**
- Q3. Certain manufacturers are now including a significant surcharge to our cost which is in addition to the list price. For the county to purchase these brands off this contract, a surcharge will need to be allowed.
- R3. The solicitation provides for percent off list price. Cost shall be in accordance with contract pricing. Any additional fees shall be borne of the vendor.**

ACKNOWLEDGEMENT

Firm Name: Municipal Emergency Services

I hereby certify that my electronic signature has the same legal effect as if made under oath; that I am an authorized representative of this vendor and/or empowered to execute this submittal on behalf of the vendor.

Signature of Legal Representative Submitting this Bid: *Jamie Robinson*

Date: 4/25/22

ADDENDUM NO. #2

22-730

Print Name: Jamie Robinson

Title: Regional Vice President

Primary E-mail Address: jrobinson@mesfire.com

Secondary E-mail Address: rmclester@mesfire.com



Office of Procurement Services

P.O. Box 7800 • 315 W. Main St., Suite 441 • Tavares, FL 32778

SOLICITATION: Fire Equipment, Supplies, and Services

03/28/2022

Vendors are responsible for the receipt and acknowledgement of all addenda to a solicitation. Confirm acknowledgement by including an electronically completed copy of this addendum with submittal. Failure to acknowledge each addendum may prevent the submittal from being considered for award.

THIS ADDENDUM DOES NOT CHANGE THE DATE FOR RECEIPT OF PROPOSALS.

QUESTIONS/RESPONSES

Q1. I reviewed the attachments for bid 22-730 on Lake County's website and it doesn't look like the attachments have any items that need to be priced. Is there a file with the equipment and supplies you would like pricing for?

R1. Attachments 2A and 2B – The vendor shall list manufacturer brands supported.

Q2. I am looking at the Bid/RFP Number: 22-730 bid opportunity and wanted to find if I am not seeing the Attachment 2B, properly? I have opened and downloaded, but I am not seeing any of the equipment or supplies listed.

R2. Attachments 2A and 2B – The vendor shall list manufacturer brands supported.

ACKNOWLEDGEMENT

Firm Name: Municipal Emergency Services

I hereby certify that my electronic signature has the same legal effect as if made under oath; that I am an authorized representative of this vendor and/or empowered to execute this submittal on behalf of the vendor.

Signature of Legal Representative Submitting this Bid: *Jamie Robinson*

Date: 04/25/22

Print Name: Jamie Robinson

Title: Regional Vice President

Primary E-mail Address: jrobinson@mesfire.com

Secondary E-mail Address: rmclester@mesfire.com

FIRE EQUIPMENT, SUPPLIES, AND SERVICES

The County is establishing a vendor pool for fire equipment, supplies, and services. The County does not guarantee a dollar amount to be expended on any resulting contract(s).

1. SCOPE OF SERVICES

All items purchased shall be in accordance with all governmental standards to include, but not be limited to, those issued by the Occupational Safety and Health Administration (OSHA), the National Institute of Occupational Safety Hazards (NIOSH), and the National Fire Protection Association (NFPA). MSDS sheets shall be provided with the shipment of any hazardous materials as required by 29 CFR 1910.1200.

2. CONTRACTOR'S RESPONSIBILITIES

Contractor shall:

- 2.1. Provide a website address for product and price lists for viewing and downloading.
- 2.2. Provide (upon request) a downloadable file of current catalog and manufacturer's price lists for the brands quoted.
- 2.3. Provide all labor, material, and equipment necessary for contract performance.
- 2.4. Provide an intensive training program to County staff regarding the use of the products or services supplied.
 - 2.4.1. Contractor shall bare all costs of registration fees, manuals, texts, or instructional materials associated with the required training.
 - 2.4.2. Training shall be at no additional cost to the County.

3. DELIVERY REQUIREMENTS AND ACCEPTANCE

- 3.1. Deliveries shall be FOB Destination – Inside Delivery.
- 3.2. Delivery will be to a county location named during order placement.
- 3.3. Deliveries shall be made within ten (10) calendar days and during regular business hours
 - 3.3.1. Monday through Friday, 8:00 a.m. to 5:00 p.m.
 - 3.3.2. Excludes County Holidays
- 3.4. Emergency orders shall be delivered within forty-eight (48) hours.
 - 3.4.1. The County will advise when the order is an emergency.
 - 3.4.2. Emergency/Disaster deliveries may be required during non-business hours.
- 3.5. Back orders shall be filled within ten (10) calendar days from the initial scheduled delivery.
 - 3.5.1. Back orders may be cancelled after shipment period has lapsed.

FIRE EQUIPMENT, SUPPLIES, AND SERVICES

3.6. County staff may pick-up in person if authorized in writing by supervisor.

3.6.1. Contractor shall maintain a copy of the written authorization.

3.7. County reserves the right to cancel an order after the order shipment period has lapsed.

4. REBATES AND SPECIAL PROMOTIONS

4.1. All rebates and special promotions offered by a manufacturer shall be passed on to the County.

4.2. Contractor shall be responsible to notify the County of rebates or special promotions.

4.3. Special promotions shall be offered to the County if pricing is lower than contract pricing.

5. REPAIR SERVICES

5.1. Hourly rates shall be straight-time and be full compensation for labor, equipment use, travel time, and any other incidentals.

5.2. Contractor shall possess all required equipment necessary to make effective repairs.

5.3. Contractor shall be factory certified to service equipment.

5.4. Contractor shall assume risk of loss or damage to County property until returned and accepted by County.

5.5. Contractor shall submit a written estimate for each service project.

5.5.1. The estimate shall be itemized and include:

5.5.1.1. Anticipated start date and completion date.

5.5.1.2. Number of hours at contracted hourly wages for project completion

5.5.1.3. List price of materials and discount per Attachment 2 – Pricing Sheet.

5.5.1.4. Lump sum estimates are not acceptable.

5.6. No work shall commence without a written Notice to Proceed.

5.7. All materials, workmanship, and equipment shall be subject to inspection and approval.

5.8. The Contractor shall correct all deficiencies/defects in work failing to conform to standard within ten (10) calendar days of notification at Contractor's expense.

6. TRAINING

6.1. Contractor shall supply a minimum of one (1) comprehensive repair and parts manual.

6.1.1. Manuals shall be included with equipment upon delivery.

FIRE EQUIPMENT, SUPPLIES, AND SERVICES

6.1.2. Manuals may be electronic.

7. WARRANTY REQUIREMENTS

- 7.1. The Contractor agrees that all materials shall be new, warranted for their merchantability, and fit for a particular purpose.
- 7.2. The Contractor agrees that the product and/or service furnished shall be covered by the most favorable commercial warranty.
- 7.3. Contractor shall assume the risk of loss of damage to the County's property during possession and until delivery and acceptance of property to the County.
- 7.4. The Contractor shall correct all apparent or latent deficiencies, defects in work, or any work that fails to conform at the Contractor's expense within ten (10) calendar days.

[The remainder of this page intentionally left blank]

A. CONTRACTOR will purchase and maintain at all times during the term of this Contract, without cost or expense to the COUNTY, policies of insurance as indicated below, with a company or companies authorized to do business in the State of Florida, and which are acceptable to the COUNTY, insuring the CONTRACTOR against any and all claims, demands, or causes of action, for injuries received or damage to property relating to the performance of duties, services, or obligations of the CONTRACTOR under the terms and provisions of the Contract. An original certificate of insurance, indicating that CONTRACTOR has coverage in accordance with the requirements of this section must be received and accepted by the COUNTY prior to contract execution or before any work begins. It will be furnished by CONTRACTOR to the COUNTY'S Project Manager and Procurement Services Director within five working days of such request. The parties agree that the policies of insurance and confirming certificates of insurance will insure the CONTRACTOR in accordance with the following minimum limits:

i. General Liability insurance on forms no more restrictive than the latest edition of the Occurrence Form Commercial General Liability policy (CG 00 01) of the Insurance Services Office or equivalent without restrictive endorsements, with the following minimum limits and coverage:

Each Occurrence/General Aggregate	\$1,000,000/2,000,000
Products-Completed Operations	\$2,000,000
Personal & Adv. Injury	\$1,000,000
Fire Damage	\$50,000
Medical Expense	\$5,000
Contractual Liability	Included

ii. Automobile liability insurance, including owned, non-owned, and hired autos with the minimum Combined Single Limit of \$1,000,000

iii. Workers' compensation insurance based on proper reporting of classification codes and payroll amounts in accordance with Chapter 440, Florida Statutes, and any other applicable law requiring workers' compensation (Federal, maritime, etc.). If not required by law to maintain workers compensation insurance, the CONTRACTOR must provide a notarized statement that if he or she is injured, he or she will not hold the COUNTY responsible for any payment or compensation.

iv. Employers Liability with the following minimum limits and coverage:

Each Accident	\$1,000,000
Disease-Each Employer	\$1,000,000
Disease-Policy Limit	\$1,000,000

B. Lake County, a Political Subdivision of the State of Florida, and the Board of County Commissioners, will be named as additional insured as their interest may appear all applicable policies. Certificates of insurance must identify the RFP or ITB number in the Description of Operations section on the Certificate.

C. CONTRACTOR must provide a minimum of 30 days prior written notice to the County of any change, cancellation, or nonrenewal of the required insurance.

D. Certificates of insurance must evidence a waiver of subrogation in favor of the COUNTY, that coverage must be primary and noncontributory, and that each evidenced policy includes a Cross Liability or Severability of Interests provision, with no requirement of premium by the COUNTY.

E. CONTRACTOR must provide a copy of all policy endorsements, reflecting the required coverage, with Lake County listed as an additional insured along with all required provisions to include waiver of subrogation. Contracts cannot be completed without this required insurance documentation. A certificate of insurance (COI) will not be accepted in lieu of the policy endorsements.

F. Certificate holder must be:

LAKE COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA,
AND THE BOARD OF COUNTY COMMISSIONERS.

P.O. BOX 7800

TAVARES, FL 32778-7800

G. All self-insured retentions will appear on the certificates and will be subject to approval by the COUNTY. At the option of the COUNTY, the insurer will reduce or eliminate such self-insured retentions; or CONTRACTOR will be required to procure a bond guaranteeing payment of losses and related claims expenses.

H. The COUNTY will be exempt from, and in no way liable for, any sums of money, which may represent a deductible or self-insured retention in any insurance policy. The payment of such deductible or self-insured retention will be the sole responsibility of the CONTRACTOR or subcontractor providing such insurance.

I. CONTRACTOR will be responsible for subcontractors and their insurance. Subcontractors are to provide Certificates of Insurance to the COUNTY evidencing coverage and terms in accordance with the CONTRACTOR'S requirements.

J. Failure to obtain and maintain such insurance as set out above will be considered a breach of contract and may result in termination of the contract for default.

K. Neither approval by the COUNTY of any insurance supplied by CONTRACTOR, nor a failure to disapprove that insurance, will relieve CONTRACTOR of full responsibility of liability, damages, and accidents as set forth herein.

[The remainder of this page is intentionally left blank.]

The undersigned hereby declares that: Municipal Emergency Services Inc has examined and accepts the specifications, terms, and conditions presented in this Solicitation, satisfies all legal requirements to do business with the County, and to furnish **FIRE EQUIPMENT, SUPPLIES, AND SERVICES** for which Submittals were advertised to be received no later than 3:00 P.M. Eastern time on the date stated in the solicitation or as noted in an addenda. Furthermore, the undersigned is duly authorized to execute this document and any contracts or other transactions required by award of this Solicitation.

1.0 TERM OF CONTRACT

The Contract will be awarded for an initial one (1) year term with the option for two (2) subsequent two (2) year renewals. Renewals are contingent upon mutual written agreement.

The Contract will commence upon the first day of the next calendar month after Board approval. The Contract remains in effect until completion of the expressed and implied warranty periods. The County reserves the right to negotiate for additional services/items similar in nature not known at time of solicitation.

2.0 PAYMENT

The Contractor shall email the County's using department (egminer@lakecountyfl.gov) an accurate invoice within 30 calendar days after delivery. Invoices should reference the purchase/task order, ship date, tracking number, and ship-to address, list price, percent discount, and unit cost. Failure to submit invoices in the prescribed manner will delay payment.

Payments will be tendered in accordance with the Florida Prompt Payment Act, Part VII, Chapter 218, Florida Statutes. The County will remit full payment on all undisputed invoices within 45 days from receipt by the appropriate County using department. The County will pay interest not to exceed 1% per month on all undisputed invoices not paid within 30 days after the due date.

All pricing will be FOB Destination unless otherwise specified in this solicitation document. Pricing submitted will remain valid for a ninety (90) day period.

Vendor accepts MasterCard for payment: YES

3.0 CERTIFICATION REGARDING LAKE COUNTY TERMS AND CONDITIONS:

I certify that I have reviewed the [General Terms and Conditions for Lake County Florida](#) and accept the Lake County General Terms and Conditions dated 5/6/21 as written including the Proprietary/Confidential Information section. YES

Failure to acknowledge may result in Submittal being deemed non-responsive.

4.0 CERTIFICATION REGARDING FELONY CONVICTION:

Has any officer, director, or an executive performing equivalent duties, of the bidding entity been convicted of a felony during the past ten (10) years? NO

5.0 CONFLICT OF INTEREST DISCLOSURE CERTIFICATION:

Except as listed below, no employee, officer, or agent of the firm has any conflicts of interest, real or apparent, due to ownership, other clients, contracts, or interests associated with this project; and, this Submittal is made without prior understanding, agreement, or connection with any

corporation, firm, or person submitting a proposal for the same services, and is in all respects fair and without collusion or fraud. Click or tap here to enter text.

6.0 CERTIFICATION REGARDING BACKGROUND CHECKS:

Under any County Contract that involves Contractor or subcontractor personnel working in proximity to minors, the Vendor hereby confirms that any personnel so employed will have successfully completed an initial, and subsequent annual, Certified Background Check, completed by the Contractor at no additional cost to the County. The County retains the right to request and review any associated records with or without cause, and to require replacement of any Contractor employee found in violation of this requirement. Contractor shall indemnify the County in full for any adverse act of any such personnel in this regard. Additional requirements may apply in this regard as included within any specific contract award. YES

7.0 DISADVANTAGED BUSINESS ENTERPRISE PROGRAM

The County does not establish specific goals for minority set-asides however, participation by minority and non-minority qualified firms is strongly encouraged. If the firm is a minority firm or has obtained certification by the State of Florida, Office of Supplier Diversity, (OSD) (CMBE), please indicate the appropriate classification(s) not applicable not applicable and enter OSD Certification Number Click or tap here to enter text. and enter effective date Click or tap to enter a date. to date Click or tap to enter a date.

8.0 FEDERAL FUNDING REQUIREMENT:

N/A

9.0 RECIPROCAL VENDOR PREFERENCE:

N/A

10.0 GENERAL VENDOR INFORMATION:

Firm Name: Municipal Emergency Services INC
Street Address: 12 Turnberry Ln 2nd Floor
City: Sandy Hook State and ZIP Code: CT, 06482
Mailing Address (if different): 3789 62nd Avenue North
Telephone: 727-521-2135 Fax: 727-525-1819
Federal Identification Number / TIN: 651051374
DUNS Number: 048167923

11.0 SUBMITTAL SIGNATURE:

I hereby certify the information indicated for this Submittal is true and accurate and that my electronic signature shall have the same legal effect as if made under oath; that I am an authorized representative of this Vendor and/or empowered to execute this Submittal on behalf of the Vendor. I, individually and on behalf of the Vendor, acknowledge and agree to abide by all terms and conditions contained in this solicitation as well as any attachments, exhibits, or addenda.

Name of Legal Representative Submitting this Proposal: *Jamie Robinson*

Date: 4/25/2022

Print Name: Jamie Robinson

Title: Regional Vice President

Primary E-mail Address: jrobinson@mesfire.com

Secondary E-mail Address: rmclester@mesfire.com

The individual signing this Submittal affirms that the facts stated herein are true and that the response to this Solicitation has been submitted on behalf of the aforementioned Vendor.

[The remainder of this page is intentionally blank]



Council Communication

To: Mayor and Village Council
From: Maria Bagiotti, Founders Park Director
Date: June 11, 2024
SUBJECT: **Resolution Approving the Purchase of the Thorguard Lightning Prediction and Warning System for Founders Park - TAB 9**

Background:

In June of 2007, the Village of Islamorada identified the need for advanced weather monitoring technology and purchased the existing Thor Guard Lightning Prediction & Warning System Model L75B that is currently operational at Founders Park. This system monitors and predicts the threat of lightning by measuring changes and shifts of the earth's electrostatic atmosphere within 25 square miles of the facility. The system delivers an automated "red alert" signal (via horn) warning park users to seek shelter for impending storms as well as an automated "all clear" signal (via horn) to indicate safe weather conditions. This proprietary lightning prediction and detection system has proven to be reliable and critical to the safe operation of daily activities, programs, and major special events at Founders Park for over 16 years.

The existing system has reached its lifespan; parts are no longer available for hardware replacement nor is it compatible for the latest software integration. At this time, a system upgrade is necessary and imperative to ensure the life and safety of our citizens and visitors to Founders Park.

Analysis:

Thor Guard continues to be industry leading and the only commercially available prediction system with its proprietary software technology. Thor Guard has the unique ability to not only predict lightning before the first strike occurs, but it also provides a site-specific reading, whereas all other weather monitoring systems are providing lightning data purchased from offsite weather networks.

The TG360 system and weather station provides a new level of prediction and detection technology, with faster atmospheric data acquisition and proven algorithms for all storm predictions. It provides severe storm warnings including tornados, live radar with lightning and weather data available on various devices and can be made viewable to the public on the Village's website.

The new system has additional warning capabilities for other emergencies such as an active shooter scenario. It provides temperature, heat index alerts, humidity, dewpoint, solar radiation data, wind speed and direction, Evapotranspiration (ET) Rates and rainfall measurements. The system's features are also set to comply with all state high school and NCAA (college & university) weather safety guidelines.

Thor Guard is designed and manufactured here in the USA, includes a three-year warranty on Thor Guard 360 Assembly, a two-year warranty for all Voice of Thor products, and Lifetime Software Upgrades. This system is also used by many Florida Counties and municipalities including those in Dade and Broward Counties; associations such as the PGA Tour (Golf), National Collegiate Athletic Association, as well as National and Federal agencies including NASA.

Section 2-327(b) of the Village's Code of Ordinances related to purchasing guidelines states that purchases of or contracts for materials, supplies, equipment, improvements, or services where the total amount expended is \$25,000.00 or more to a single vendor in a single year shall be awarded by the Village Council. Section 2-328(3) of the Code states that competitive bidding may be waived when only one vendor possesses the unique and singularly available capability to meet the requirements of the solicitation, such as technical qualifications, ability to deliver at a particular time or services from a public utility.

The attached Resolution presented for Village Council consideration and approval would authorize the purchase of the above-described Thor Guard TG360 Lightning Prediction & Warning System by waiving competitive bidding due to the "sole source" vendor justification.

Budget Impact:

Exhibit "A" includes the cost quote from Thor Guard, Inc. totaling \$28,329.00 The quote provided by Thor Guard, Inc.

The Thor Guard Lightning Prediction & Warning System would be expensed to the Capital Outlay expenditure account for the Parks & Recreation Department in the General Fund. The FY 2023-2024 adopted budget for this account includes \$27,000. This quote reflects a price increase since the FY 2023-2024 budget was finalized.

Staff Impact:

No changes in staffing would result from the approval of the Resolution to authorize the purchase from Thor Guard, Inc. The new system will provide improved safety measures for the staff and public.

Recommendation:

It is recommended that the Village Council adopt the Resolution thereby approving the purchase of the Thor Guard TG360 Lightning Prediction & Warning System from Thor Guard, Inc.

- Attachments:**
1. Resolution 2024_Thor Guard TG360 Purchase
 2. Thor Guard Brochure
 3. Thor Guard Quote
 4. Thor Guard Sole Source

RESOLUTION NO. 24-

A RESOLUTION OF THE VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA, APPROVING THE PURCHASE OF THOR GUARD TG360 LIGHTNING PREDICTION/DETECTION & WARNING SYSTEM FROM THOR GUARD, INC. FOR THE VILLAGE PARKS & RECREATION DEPARTMENT; AUTHORIZING THE VILLAGE MANAGER AND VILLAGE ATTORNEY TO EXECUTE NECESSARY DOCUMENTS; AUTHORIZING THE VILLAGE MANAGER TO EXPEND BUDGETED FUNDS; AUTHORIZING WAIVER OF COMPETITIVE BIDDING; AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, Islamorada, Village of Islands (the "Village") identifies the need to replace the existing Thor Guard L75B Lightning Prediction/Detection & Warning System for the Village Parks & Recreation Department at Founders Park; and

WHEREAS, the Village obtained a quote from Thor Guard, Inc. ("Thor Guard") for the purchase of the TG360 Lightning Prediction/Detection & Warning System, attached hereto as Exhibit "1"; and

WHEREAS, the Village desires to accept the sole source quote submitted by Thor Guard for the purchase of the TG360 Lightning Prediction/Detection & Warning System as Thor Guard is the sole manufacturer of the proprietary technology and desired safety system; and

WHEREAS, the Village desires to approve a waiver of the Village's competitive bidding requirements and the purchase of the Thor Guard TG360 Prediction/Detection & Warning System for a cost of Twenty Eight Thousand Three Hundred Twenty Nine and 00/100 (\$28,329.00); and

WHEREAS, the Village Council finds that the purchase of the Thor Guard TG360 for the Parks & Recreation Department (and Founders Park) 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 Purchase. The Village Council hereby accepts the sole source quote, attached hereto as Exhibit "1", submitted by Thor Guard for the purchase of the TG360 Lightning Prediction/Detection & Warning System for a total cost of Twenty Eight Thousand Three Hundred Twenty Nine and 00/100 (\$28,329.00).

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

Section 4. Execution of Documents. The Village Manager and the Village Attorney are hereby authorized to execute any required documents on behalf of the Village and to effectuate the purchase.

Section 5. 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 purchase the lightning prediction/detection & warning system.

Section 6. Waiver of Purchasing Provisions. In accordance with Section 2-2327(b) and Section 2-328(3) of the Village Code, the Village Council waives the purchasing provisions of the Village Code to purchase through the "Sole Source" vendor without conducting a competitive bid process.

Section 7. 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 PINDER III, MAYOR

ATTEST:

MARNIE MCGRATH, VILLAGE CLERK

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

JOHN QUICK, VILLAGE ATTORNEY

**THOR
GUARD**
THOR GUARD TG 360

LIGHTNING PREDICTION AND DETECTION - COMBINED!



THOR GUARD MODEL TG 360

THOR GUARD began manufacturing Lightning Prediction Systems in 1973. Over the years, we have analyzed millions of hours of Lightning Strike Data with over a billion hours of operations - all for the purpose of continually improving our unique Prediction and Detection Technology incorporating state-of-the-art hardware. THOR GUARD's ongoing goal is to continue creating and distributing the safest Lightning Warning Systems in the World and doing so with our own exceptional Designers, Engineers and Meteorologists!



THOR GUARD's New TG 360 sets an incredible level of Prediction And Detection Technology never seen before combining entirely new Detection Technology, faster Atmospheric Data Acquisition and proven algorithms for all Storm Predictions. Our team has created a System responding to the demands of our customers. THOR GUARD's most advanced technology ever for those who demand and deserve the best!

FEATURES

THOR GUARD 360 with Weather Station

- Atmospheric Sampling
 - Greater Than 170,000 Samples Per Second
- 50 Ms Decision Process Tree
- Output Voltage Analysis Range +/- 70 Volts Minimum
- Triple Aspect Electrostatic Analysis For Predictions
- Electrostatic Lightning Detection
 - Providing Distance And Direction
- Lightning Detection Acquisition Time
 - Eight Millionths Of A Second
- NCAA Lightning Detection Protocol (User Selectable)
- Site-specific Severe Storm Prediction And Detection
- Site-specific Tornado Prediction And Detection
- Level One And Level Two Heat Index Alerts
- Wind Speed and Direction, Temperature, Humidity, Dewpoint, Solar Radiation Data
- ET Rates and Rainfall Measurements
- Gens (Guardian Emergency Notification System)
- 3 Year Warranty On THOR GUARD 360 Assembly
- Lifetime Software Upgrades
- Voice Of Thor Horn And Strobe Warning Systems
- New System Controlled By One
 - Or More 32 Bit Processors
- Three Strobe Light Options For Operations
 - (Lightning And Heat Index)
- Durable ASA Horn Structures,
 - Air Compressor Powered
- Solar Powered Remote Horns Controlled
 - By Proprietary THOR GUARD RF Systems
- Self Diagnostic LED Indicator Light- External
- Long Lasting Battery-typically Three To Five Years
- Solar Charging Or AC Power Options
- New Balanced Charging System
 - On All Voice Of Thor Units
- System Activation Automatic
 - Or Through Manual Remote Activation
- 2 Year Warranty All THOR GUARD VOT Products
- Designed And Manufactured In America

THOR**GUARD****THOR GUARD TG 360****SELECTED SPECIFICATIONS**

MODEL	THOR GUARD 360 (TG 360)
SAFETY SPECIFICATION	TUV (Ntrl), CE
POWER REQUIREMENT	Voltage: 120-240 Volts AC, 50-60 Hz, Single Phase Power: 10A, 50 Watts
POWER SUPPLY	Ubiquiti Network's EdgeRouter POE Model Erpoe-5 48 Volt 1.25a Power Supply Safety Requirements; CE
ETHERNET CABLE	Alpha Wire P/n 76021 Outdoor Rated Cat5 Industrial Ethernet UL C-ul Type Cmr 75c Ft4 Ansi/-tia-568-c C2 Catse Verified Ce Rohs (Sequential Footage Markings)
BASE MANAGEMENT SYSTEM	Windows 8 or Higher, 10 Preferred
SENSOR AND TG360 MODULE	5 Pounds 20 Inches High, 6 Inch Diameter
VOT COMM-LINK CABLE	Alpha Cat5 P/n 76021 (Outdoor Rated)
VOT HORN CABLE	General Cable 234600, 12 Awg Four Conductor
VOT HORN CLUSTER	ASA Dome and Mounting Plate Assembly Weight: 8 Pounds (Less Cable) Sound Output: 113 Db@ 10 Feet, 700 Yard 360 Degree Sound Dispersion (Adjustable)
STROBE LIGHTS	Amber Standard: Blue and White Optional Whelen 51 Series Caution and Warning (Lightning) OR Level 1 and Level 2 Heat Index Notifications Dimensions: 3.9" H, 5.2" D, Weight 1 Pound (Excludes Cable): West Penn Aq224. 18awg 2 Conductor
RF SPECIFICATIONS	Frequency: 27.255mhz Fsk Output Power: 4 and 12 Watts West Penn Rg58/u Coaxle Ohn 95% Tinned Copper



Lightning Prediction
Sensor
(Maintenance Free)



VOT BD or VOT RC



VOT Horn



LED Strobe Light

Approvals: (UL) C(UL) Listed. FCC
Specifications and Features Subject to Change Without Notice

THOR GUARD, Inc. 1193 Sawgrass Corporate Parkway, Sunrise, FL 33323
 Tel 954.835.0900 888.571.1212 Fax 954.835.0808 Email: sales@thorguard.com
www.thorguard.com



Quotation

Date:	April 8, 2024		
System Quote for :	Village of Islamorada - Founder's Park		
Attn:	Maria Bagiotti (W) 305.853.1685		
Email:	maria.bagiotti@islamorada.fl.us		
From:	Pat Bennett © 954.816.0894, pat.bennettpga@gmail.com		
	Quantity	Selling Price	Optional Equipment
Thor Guard TG360 Lightning Prediction System. Includes Lightning Prediction Sensor, Prediction Module, up to 250' POE Cable, DEHNpatch Outdoor Surge Protector, Davis GroWeather Station and Computer.	1	\$17,200.00	
ThorServer Software - Annual Software Upgrade & Data Management Fee Required. Includes ThorServer Software Console and ThorMobile/ThorTV	1	\$1,500.00	
Thor Base Drive (VOTBD360) With Transmitter, Horn Cluster, and Strobe Light	1	\$3,990.00	
PMA - Preventive Maint. Agreement			\$675.00
Outdoor Strobe Light	1	\$315.00	
Permit - Opening and closing All Permit Fees and Wind Calcs. Engineering drawings	Upgrade	\$0.00	
Hardware - 4" Wall Brackets, Tap-cons, SS Screws, IMC Pipe Misc.	1	\$485.00	
UPS - Line Conditioner, Surge Proctor, Line Conditioner, 2 Hr Battery Back-up	1	\$315.00	
Freight Pat will deliver	1	\$0.00	
Installation Staff Training, Testing, and Follow-up Consultations	1	\$4,524.00	
Total		\$28,329.00	\$675.00

ALL PRICES ABOVE EXCLUDE APPLICABLE STATE OR LOCAL TAXES

FREIGHT : FOB Sunrise, FL. (Prepaid and invoiced to customer) - Excludes Duties and Taxes

QUOTATION VALID FOR 90 DAYS FROM ISSUE DATE.

Approved by (customer signature): _____

Date: _____



April 10th, 2024

Ms. Maria Bagiotti
Ms. Anne Onsgard
Founder's Park
87000 Overseas Highway
Isla Morada, FL 33036

Via Email: Anne.Onsgard@islamorada.fl.us & Maria.Bagiotti@islamorada.fl.us

Dear Ms. Maria Bagiotti & Ms. Anne Onsgard:

THOR GUARD, Inc is the sole manufacturer and sole, authorized marketer of THOR GUARD Lightning Prediction and Warning Systems. THOR GUARD is the only company in the world that manufactures a true lightning prediction system based on changes and shifts of earth's electrostatic atmosphere.

THOR GUARD products are American made. All aspects of our business including our executive team, employees, research, development, and manufacturing are based in Sunrise, Florida.

THOR GUARD products are designed and operate through the use of our exclusive proprietary technology. Our Patent and Trademark numbers are 4,095,221 and 2,390,039, respectively. THOR GUARD has not authorized any company or individual to manufacture our products or utilize our unique trade secret engineering and software systems. We are not a franchisor. Only authorized sales and services representatives of THOR GUARD have access to authentic, THOR GUARD products as well as the service expertise to properly install and maintain our systems.

We hope this position statement provides you with the necessary information to distinguish THOR GUARD lightning prediction technology from existing lightning detection systems which assert to compete with THOR GUARD.

Thank you for your continued support of THOR GUARD products. Please contact us if you have any questions or require additional information.

Very truly yours,

Bob Dugan
Chief Executive Officer/President



Council Communication

To: Mayor and Village Council
From: Terry Abel, Fire Chief
Date: June 11, 2024
SUBJECT: **Request for Authorization to Dispose of Surplus Vehicle - 2008 Ford F-350 - TAB 10**

Background:

Pursuant to the Village's Fixed Asset Policy and Procedures, adopted and approved by the Village Council through adoption of Resolution No. 10-01-12, the Village has the discretion to dispose of any of its property if it is considered surplus, fully depreciated, damaged beyond reasonable repair, or if the continued use of the asset is considered to be uneconomical or inefficient. Disposal options include selling to other government agencies, public auction, sealed bid auction, or by donation to private non-profit making agencies. If obsolete or totally useless, the asset may be disposed of as scrap.

The Village's Fixed Asset Policy and Procedures also states that unless otherwise lost or destroyed, fixed asset disposal methods shall be approved by the Village Manager for assets with an initial acquisition value of less than \$25,000.00. The Village Council must approve disposal of fixed assets whose initial acquisition value is \$25,000.00 or greater.

Analysis:

At this time, the Village has one (1) capital asset originally purchased for more than \$25,000.00 that staff has determined is no longer reliable. Staff has determined that the subject asset, a 2008 Ford F-350 pick-up truck assigned to the Fire Rescue Department, has exceeded its useful life. The asset was replaced earlier this year with a new F-250 pick-up truck.

The 2008 F-350 was used extensively for response and recovery within the Village following Hurricane Irma. The vehicle was used daily for inspections for years and then utilized as a utility vehicle for moving fire rescues myriad of assorted trailers. The vehicle has served our community well for 16 years.

Standard guidance for truck replacement is to plan for replacement of the vehicle every 8 years; however, the Village's Fire Rescue Department was able to extend the life of the truck well beyond that standard guidance. Because of its age and our salt air environment, the F-350 is beginning to experience multiple electrical and mechanical issues. The F-350 was originally purchased for the Islamorada Fire Rescue in November 2006 and was delivered in spring 2007. The original purchase price was \$27,368.00.

The attached resolution authorizes Village staff to declare the asset surplus, remove it from the Village's asset inventory and dispose of per Village policy. The Village typically auctions

its surplus vehicles via GovDeals, from which proceeds would be minimal (likely less than \$5,000.00).

Budget Impact:

The asset is fully depreciated. Once the asset is auctioned and processed, it would be removed from the Village's inventory and insurance policies. The auction proceeds will be returned to the General Fund.

Staff Impact:

Fire Department staff will coordinate with Finance staff to assist with auction and transfer of the vehicle to winner bidder, including all supporting documentation.

Recommendation:

Staff recommends that the Village Council approve the attached resolution, thereby approving the declaration of the asset as surplus and allowing for proper disposal.

Attachments: 1. Reso_F-350 surplus 7 11 24

RESOLUTION NO. _____

**A RESOLUTION OF THE VILLAGE COUNCIL OF ISLAMORADA,
VILLAGE OF ISLANDS, FLORIDA, DECLARING THE 2008 FORD F-
350 PICK-UP TRUCK AS SURPLUS PROPERTY; AUTHORIZING
DISPOSAL OF THE ASSET; AND PROVIDING AN EFFECTIVE DATE**

WHEREAS, Islamorada, Village of Islands (the "Village") has established a policy and enacted procedures for the disposition of surplus property owned by the Village; and

WHEREAS, the Village's 2008 Ford F-350 pick-up truck has exceeded its useful life as a Village asset and has been replaced with a new vehicle; and

WHEREAS, the Village Manager has recommended that the F-350 Pick-up Truck, which was originally purchased for \$27,368.00, be declared surplus property; and

WHEREAS, the Village Council finds that disposal of the 2008 Ford F-350 is in the best interests 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. Disposal of Surplus Property. The Village Council hereby declares the 2008 Ford F-350 Pick-up Truck a surplus asset and authorizes the Village Manager to dispose of the surplus vehicle. The Village Manager is authorized to take all necessary and expedient action to effectuate the disposal of the surplus vehicle through auction on GovDeals.com.

Section 3. Effective Date. This resolution shall be effective immediately upon its adoption.

FINAL VOTE AT ADOPTION

VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS

Mayor Joseph B. Pinder III _____

Vice Mayor Sharon Mahoney _____

Councilman Mark Gregg _____

Councilman Henry Rosenthal _____

Councilman Elizabeth Jolin _____

PASSED AND ADOPTED THIS 11TH DAY OF JUNE, 2024.

JOSEPH B. PINDER III, MAYOR

ATTEST:

MARNIE MCGRATH, VILLAGE CLERK

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

JOHN QUICK, VILLAGE ATTORNEY



Council Communication

To: Mayor and Village Council
From: Mary Swaney, Procurements & Grants Administrator
Date: June 11, 2024
SUBJECT: **Resolution Approving Interlocal Agreement with Monroe County for FY 2024-2025 Boating Improvement Funds for the Islamorada Buoy Maintenance Program - TAB 11**

Background:

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

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

Since 2012, the Village has applied for and received supplemental assistance for annual system maintenance from Monroe County Boating Improvement Funds ("BIF") allocated for local boating-related activities that enhance public access for recreational boaters. On April 1, 2024, the Village submitted a Municipality Funding Request to Monroe County (the "County"), requesting Fourteen Thousand Dollars (\$14,000.00) in reimbursement from BIF of anticipated Fiscal Year 2024-2025 Program costs. The County approved the Village's funding request at the May 15, 2024, Board of County Commissioners ("BOCC") meeting for reimbursement of Program costs up to Fourteen Thousand Dollars (\$14,000.00) and authorized the County to prepare an Interlocal Agreement ("Agreement") with the Village. The Agreement was transmitted to the Village on May 16, 2024, for Village Council approval and execution by Village officials.

Analysis:

The proposed resolution authorizes the Village to enter into an Agreement (Exhibit "A" to the resolution) that would provide for reimbursement of Program costs up to Fourteen Thousand Dollars (\$14,000.00) for eligible expenditures incurred during Fiscal Year 2024-2025. The

County requires that the Village Council approve the Agreement prior to execution by the Village Manager and the BOCC.

Eligible expenditures would be those incurred between October 1, 2024 and September 1, 2025. Reimbursable costs would include replacement buoys; the labor to inspect, clean and repair or replace buoys and anchoring materials as needed; supplies for replacement buoys, lines, anchors and stickers, labor and supplies for buoy installations; and printing and distribution of educational materials advising boaters about safety issues and waterway marker information.

Budget Impact:

During the past three fiscal years, the eligible expenditures averaged \$14,707.00 per year. With approval of the Agreement, the County would provide reimbursement of eligible program costs up to Fourteen Thousand Dollars (\$14,000.00) upon project completion and submission of the required invoicing and payment documentation. The Village's Project cost share would be expended from the Plantation Yacht Harbor Marina's Fiscal Year 2024-2025 operating budget, in the Repairs and Maintenance expenditure account.

Note: The Village competitively bid the Nearshore Buoy and Sign Installation and Maintenance services through RFP 23-13. Through this competitive procurement, the Village entered into a five-year agreement for the services with Poseidon Marine Towing Corp.

Staff Impact:

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

Recommendation:

It is recommended that the Village Council adopt the proposed resolution, thereby approving the Agreement with Monroe County for the reimbursement of up to \$14,000.00 in buoy maintenance program costs incurred in Fiscal Year 2024-2025.

Attachments:

1. Resolution_MoCo_BIF_ILA_2025
2. Exhibit_A_ILA Islamorada_FY25(2)

RESOLUTION NO. 24-

A RESOLUTION OF THE VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA, APPROVING THE INTERLOCAL AGREEMENT BETWEEN MONROE COUNTY, FLORIDA, AND ISLAMORADA, VILLAGE OF ISLANDS, TO PROVIDE REIMBURSEMENT FUNDING FROM BOATING IMPROVEMENT FUNDS DURING FISCAL YEAR 2024-2025; AUTHORIZING VILLAGE OFFICIALS TO IMPLEMENT THE TERMS AND CONDITIONS OF THE AGREEMENT; AUTHORIZING THE VILLAGE MANAGER TO EXECUTE THE AGREEMENT; AUTHORIZING THE VILLAGE MANAGER TO EXPEND BUDGETED FUNDS; AND PROVIDING FOR AN EFFECTIVE DATE

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

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

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

WHEREAS, on April 1, 2024, the Village submitted a Municipality Funding Request to the County requesting Fourteen Thousand Dollars (\$14,000.00) for reimbursement of Program costs expended during Fiscal Year 2024-2025, which include operation and maintenance of the Village's existing 1200' offshore buoy maintenance program, labor and supplies for the buoy installation at newly permitted locations as the need arises, and for printing and distribution of educational materials advising boaters about boating safety issues and waterway marker information; and

WHEREAS, on May 15, 2024, the BOCC approved the Village's BIF Municipality Funding Request for FY 2022-2023 in the amount of Fourteen Thousand Dollars (\$14,000.00); and

WHEREAS, Monroe County staff has prepared an Interlocal Agreement ("Agreement") providing the terms and conditions for reimbursement to the Village of approved Fiscal Year 2024-2025 expenditures in an amount not to exceed Fourteen Thousand Dollars (\$14,000.00); and

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

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

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

Section 2. **Approval of Agreement.** The Village Council hereby approves the Agreement between Monroe County and the Village for the reimbursement of Fiscal Year 2024-2025 Project costs from Boating Improvement Funds, attached hereto as Exhibit "A", together with such non-material changes as may be acceptable to the Village Manager and approved as to form and legality by the Village Attorney.

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

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

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

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

Motion to adopt by _____, seconded by _____.

FINAL VOTE AT ADOPTION

VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS

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

PASSED AND ADOPTED THIS ____ DAY OF _____, 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

INTERLOCAL AGREEMENT

THIS INTERLOCAL AGREEMENT (Agreement) is entered into as of this ____ day of _____, 2024, between the Board of County Commissioners of Monroe County, Florida, a political subdivision of the State of Florida (the "COUNTY" or "BOCC") and Islamorada, Village of Islands, a municipal corporation organized and existing under the laws of the State of Florida (the "VILLAGE" or the "CONTRACTOR").

WITNESSETH:

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

WHEREAS, the VILLAGE has requested that the COUNTY provide reimbursement funding in the amount of \$14,000 from BIF for costs to be incurred during FY'25 for regulatory buoy maintenance; and

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

WHEREAS, at the May 15, 2024, regular BOCC meeting the Board of County Commissioners of Monroe County, Florida, approved the selection of the BIF funding request submitted by the VILLAGE and to provide funding in the amount of \$14,000;

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

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

- 1.1 The foregoing recitals are true and correct and are hereby incorporated as if fully stated herein.
- 1.2 Payment in an amount not to exceed \$14,000 for regulatory buoy maintenance.
- 1.3 To receive payment, the VILLAGE shall submit all requests for payment and applicable invoices to the Senior Administrator of the COUNTY's Marine Resources Office by September 1, 2025. The invoices must describe the services performed, together with proof that payment has been made to the VILLAGE'S sub-contractor(s). All documentation shall be forwarded to the County Clerk for payment. Any other documentation requested by the Clerk shall be provided.
- 1.4 By submitting a request for payment the VILLAGE represents that it has complied with all of its purchasing requirements.
- 1.5 Funding of this Agreement is contingent upon an annual appropriation by the COUNTY.

Section 2. Term.

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

Section 3. Termination and Default.

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

Section 4. Indemnification.

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

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

Section 5. Notices.

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

If to Monroe County: Kevin Wilson
Acting County Administrator
Monroe County
Historic Gato Building
1100 Simonton Street
Key West, Florida 33040

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

If to Village: Robert Cole
Village Manager
Islamorada, Village of Islands
86800 Overseas Highway
Islamorada, FL 33036

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

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

Section 6. Regulatory Powers.

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

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

Section 7. Attorneys Fees and Waiver of Jury Trial.

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

Section 8. Governing Law.

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

Section 9. Access to Records and Audits.

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

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

inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.

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

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

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

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO

PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS, BRIAN BRADLEY AT PHONE# 305-292-3470 BRADLEY-BRIAN@MONROECOUNTY-FL.GOV, MONROE COUNTY ATTORNEY'S OFFICE 1111 12TH Street, SUITE 408, KEY WEST, FL 33040.

Section 10. Non-Assignability

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

Section 11. No Third-Party Beneficiaries.

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

Section 12. Non-Waiver of Immunity.

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

Section 13. Privileges and Immunities.

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

Section 14. Independent Contractor.

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

Section 15. Severability.

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

Section 16. Survival of Provisions.

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

Section 17. Waiver.

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

Section 18. Funding.

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

Section 19. Authority.

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

Section 20. Section Headings.

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

Section 21. Execution in Counterparts.

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

Section 22. Entire Agreement/Modification/Amendment.

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

[THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK.]

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

BOARD OF COUNTY COMMISSIONERS
OF MONROE COUNTY, FLORIDA

BY: _____
Mayor Holly Merrill Raschein

(SEAL)

ATTEST: Kevin Madok, Clerk

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY BY:

BY: _____
As Deputy Clerk

Assistant County Attorney

ISLAMORADA, VILLAGE OF ISLANDS,
FLORIDA

Robert Cole, Village Manager
Date: _____

(SEAL)

ATTEST: Marne McGrath, Village Clerk

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

BY: _____
Clerk

BY: _____

Printed Name: _____



Council Communication

To: Mayor and Village Council
From: John Quick, Interim Village Attorney
Date: June 11, 2024
SUBJECT: **Resolution Approving Reimbursement of Legal Fees to Joseph B. Pinder III for Defense of Ethics Complaint - TAB 12**

Background:

On or about September 25, 2023, a complaint was initiated with the Florida Commission on Ethics against Mayor Pinder in connection with his official capacity as a member of the Village Council for alleged ethics violations. On or about April 19, 2024, the Florida Commission on Ethics issued a finding of no probable cause in connection with the complaint and dismissed the matter.

The Village Code provides for the reimbursement of legal fees for the successful defense of an ethics complaint. In addition, Florida common law also allows for the reimbursement of legal fees for the successful defense of a matter arising out of and/or in connection with the performance of Mayor Pinder's official duties and serves a public purpose.

Additional information about Mayor Pinder's attorney on this matter, Mark Herron, can be found here: [Law firm bio for Mark Herron](#)

Analysis:

The attached resolution approves the payment of \$2,610.00 to Joseph B. Pinder III for reimbursement of legal expenses incurred with Messer Caparello, P.A., in connection with its successful representation in the ethics complaint filed against Mayor Pinder in his official capacity as a councilmember.

Budget Impact:

The payment to Mayor Pinder would be expensed to the Village Council Professional Services expenditure account in the General Fund. If needed, a budget amendment would be presented to the Village Council at the end of the fiscal year to address any budget overage in this account.

Staff Impact:

The Finance Department will process the payment of \$2,610.00 to Joseph B. Pinder III for reimbursement of legal services relating to the representation of Mayor Pinder in the now dismissed ethics matter.

Recommendation:

Staff recommends adoption of the attached resolution, thereby approving the payment of \$2,610.00 to Joseph B. Pinder III for reimbursement of legal services relating to the now dismissed ethics matter.

- Attachments:**
1. 48U7371-Resolution for reimbursement of legal fees re ethics complaint against Mayor Pinder
 2. Public Report - Pinder
 3. 2023-11-8 Oct inv - JPinder
 4. 2024-2-6 Jan inv - JPinder
 5. 2024-5-9 April inv - JPinder

RESOLUTION _____

A RESOLUTION OF THE VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA, AUTHORIZING THE PAYMENT OF \$2,610.00 TO JOSEPH B. PINDER III FOR REIMBURSEMENT FOR LEGAL SERVICES PERFORMED BY MESSER CAPARELLO, P.A. RELATING TO THE REPRESENTATION OF MAYOR PINDER IN HIS OFFICIAL CAPACITY AS A COUNCILMEMBER; PROVIDING FOR AUTHORIZATION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, on or about September 25, 2023, an ethics complaint was filed against Mayor Pinder with the Florida Commission on Ethics in connection with his official capacity as a member of the Village Council; and

WHEREAS, Section 2-33(b) of the Village Code states as follows: "Defense of Officials. The village council shall reimburse any Official for his/her Legal Expenses incurred in successfully defending any criminal, civil, ethics, and/or administrative legal action brought against the Official for any action taken by the Official while acting within the scope of his/her duties and responsibilities. This provision includes instances when such Official is charged with a violation of any provision of the Code of Ethics for Public Officers and Employees, Part III, Chapter 112, Florida Statutes, or any applicable Village ethics ordinances. The provision of Legal Defense is limited to the payment of Legal Expenses to Counsel for the purpose of defending actions or proceedings in accordance with the provisions of this section. This section shall not apply to any action brought or initiated by the Village against an Official."; and

WHEREAS, Section 2-33(d) of the Village Code further states, *inter alia*, that "[s]uch reimbursement shall be authorized by the village council only at such time as it is finally determined in the litigation that the Official (if he/she is still serving as such) is not liable for his/her actions taken within the scope of his/her duties and responsibilities as an Official."; and

WHEREAS, Section 2-33(g) of the Village Code also states, *inter alia*, that "[t]he provisions of this section shall apply to all actions and proceedings pending upon or instituted after the effective date of this section. As used herein, an action shall be construed to be pending where the action has not been tried, or if tried where the judgment has not become final by reason of the completion of any appellate proceedings."; and

WHEREAS, on or about April 19, 2024, the Florida Commission on Ethics found no probable cause and dismissed the complaint; and

WHEREAS, in addition to the provisions of the Village Code, Florida common law allows for the reimbursement of legal expenses in connection with the defense of a matter challenging actions taken in an official capacity in certain circumstances; and

WHEREAS, former Mayor Pinder incurred \$2,610.00 in legal fees relating to a matter involving his official capacity as a Village official; and

WHEREAS, the Village Council finds the fees to be reasonable and agrees to pay for such legal fees and authorizes the Village Manager to take all steps necessary to effectuate the intent and purpose of this Resolution; and

WHEREAS, the Village Council finds that the ethics complaint here arises out of and/or is in connection with performance of Mayor Pinder's official duties and serves a public purpose; and

WHEREAS, the Village Council finds that this Resolution is in the best interest and welfare of the residents of the Village.

NOW THEREFORE BE IT RESOLVED 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. **Payment of Legal Fees Approved.** The Village Council hereby approves payment of \$2,610.00 to Joseph B. Pinder III for reimbursement of expenses for legal services performed by Messer Caparello, P.A. in connection with their representation of Mayor Pinder in his official capacity as a councilmember.

Section 3. **Authorization.** The Village Manager is hereby authorized to take all steps necessary to effectuate the intent and purpose of this Resolution.

Section 4. **Effective Date.** This resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED this ____ day of June, 2024.

Motion to adopt by _____. Seconded by _____.

Remainder of this page intentionally left blank.

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

APR 24 2024

BEFORE THE
STATE OF FLORIDA
COMMISSION ON ETHICS

COMMISSION ON ETHICS

In re JOSEPH PINDER, III,

Respondent.

Complaint No. 23-225

PUBLIC REPORT

Based on the preliminary investigation of this complaint and the recommendation of the Commission's Advocate, the Commission on Ethics finds there is no probable cause to believe the Respondent, while serving as a member of the Islamorada Village Council in Islamorada, Florida, violated Article II, Section 8(h)(2), Florida Constitution, by using public funds for his election campaign; and that there is no probable cause to believe the Respondent violated Section 112.313(6), Florida Statutes, by using public funds for his election campaign, as alleged in the complaint.

Accordingly, this complaint is dismissed with the issuance of this public report.

ORDERED by the State of Florida Commission on Ethics meeting in public session on Friday, April 19, 2024.

Date

April 24, 2024

Ashley Lukis

Chair, Florida Commission on Ethics

AL/kbh

cc: Mr. Mark Herron, Attorney for Respondent
Ms. Melody A. Hadley, Commission Advocate
Ms. Cheryl Meads, Complainant

MESSER CAPARELLO, P.A.
 2618 CENTENNIAL PLACE
 TALLAHASSEE, FLORIDA 32308
 TELEPHONE (850)222-0720
 E.I.N. 59-2921100

JOSEPH PINDER
 102 EAST RIDGE RD.
 ISLAMORADA FL 33036

Page: 1
 11/08/2023
 Account No: 6391-27738
 Invoice No: 497528

ETHICS 23-225

Fees

			Hours	
10/03/2023	MH	Reviewed email memoranda from Joseph Pinder re ethics complaint 23-225; reviewed complaint; conferred by telephone with Joseph Pinder re same; prepared email memoranda to Joseph Pinder re same; prepared letter to Kerri Stillman (Ethics) et al representation;	0.70	
10/24/2023	MH	Received telephone call from Joseph Pinder re telephone call from Marian Lambeth (Ethics) re interview request; conferred by telephone with Marian Lambeth re same / interview not related to complaint; conferred by telephone with Joseph Pinder re same; prepared email memorandum to Marian Lambeth re same;	0.30	
		For Current Services Rendered	1.00	300.00

Recapitulation

<u>Timekeeper</u>	<u>Hours</u>	<u>Rate</u>	<u>Total</u>
MARK HERRON	1.00	\$300.00	\$300.00

Total Current Work	300.00
Balance Due	<u>\$300.00</u>
Please Remit	<u>\$300.00</u>

ALL INVOICES DUE UPON RECEIPT.
 TO PAY ONLINE USE THE FOLLOWING LINK:
<https://messercaparello.securepayments.cardpointe.com/pay?total=0.00>
 THANK YOU FOR YOUR PROMPT PAYMENT.

MESSER CAPARELLO, P.A.
2618 CENTENNIAL PLACE
TALLAHASSEE, FLORIDA 32308
TELEPHONE (850)222-0720
E.I.N. 59-2921100

JOSEPH PINDER
102 EAST RIDGE RD.
ISLAMORADA FL 33036

Page: 1
11/08/2023
Account No: 6391

PLEASE INCLUDE THIS PAGE WITH PAYMENT

Previous Balance	Fees	Expenses	Advances	Payments	Balance
6391-27738 ETHICS 23-225 0.00	300.00	0.00	0.00	0.00	<u>\$300.00</u>

ALL INVOICES DUE UPON RECEIPT.
TO PAY ONLINE USE THE FOLLOWING LINK:
<https://messercaparello.securepayments.cardpointe.com/pay?total=0.00>
THANK YOU FOR YOUR PROMPT PAYMENT.

MESSER CAPARELLO, P.A.
2618 CENTENNIAL PLACE
TALLAHASSEE, FLORIDA 32308
TELEPHONE (850)222-0720
E.I.N. 59-2921100

JOSEPH PINDER
102 EAST RIDGE RD.
ISLAMORADA FL 33036

Page: 1
02/06/2024
Account No: 6391-27738
Invoice No: 498381

ETHICS 23-225

Fees

Hours

11/14/2023	MH	Returned telephone call to Joseph Pinder re Ethics interview / another case; conferred by telephone with Marian Lambeth (Ethics) re same; conferred by telephone with Joseph Pinder re same / no need for interview;	0.20
12/14/2023	MH	Reviewed voice mail message from Joseph Pinder re potential ethics issue; conferred by telephone with Joseph Pinder re same / gift reporting issue	0.10
01/16/2024	MH	Reviewed voice mail message from Mayor Pinder re status / developments re investigation; conferred by telephone with Mayor Pinder re same;	0.30
01/19/2024	MH	Returned telephone call to Marian Lambeth (Ethics) re scheduling investigative interview; prepared email memorandum to Buddy Pinder re same;	0.20
01/22/2024	MH	Reviewed voice mail message / text message / email memorandum from Joseph Pinder re Ethics investigative interview; called Marian Lambeth (Ethics) re same; prepared email memoranda to Joseph Pinder re same / Monday, January 29 @9:30;	0.30
01/26/2024	MH	Received telephone message / email memorandum from Marian Lambeth (Ethics) re need to reschedule investigative interview; prepared email memorandum to Joseph Pinder re same;	0.20
01/29/2024	MH	Reviewed email memorandum from Joseph Pinder re alternative dates for investigative interview; prepared email memorandum to Marian Lambeth (Ethics) re same; reviewed email memorandum from Marian Lambeth re same; prepared email memorandum to Joseph Pinder re same / investigative interview Wednesday January 31 @ 9:00 a.m.; called / left voice mail message confirming same;	0.30
01/30/2024	MH	Reviewed voice mail message / email memorandum from Joseph Pinder re need to reschedule investigative interview; conferred by	

JOSEPH PINDER

ETHICS 23-225

Page: 2
 02/06/2024
 Account No: 6391-27738
 Invoice No: 498381

		telephone with Joseph Pinder re same; conferred by telephone with Marian Lambeth (Ethics) re same; prepared text message to Joseph Pinder conforming interview rescheduled to 2 PM / January 31, 2024;	Hours		
			0.30		
01/31/2024	MH	Prepared and attended Ethics Commission investigative interview; reviewed complaint re same;	1.30		
		For Current Services Rendered	3.20		960.00
Recapitulation					
	<u>Timekeeper</u>		<u>Hours</u>	<u>Rate</u>	<u>Total</u>
	MARK HERRON		3.20	\$300.00	\$960.00
	Total Current Work				960.00
	Previous Balance				\$300.00
<u>Payments</u>					
11/14/2023		Payment Received, Thank You.			-300.00
	Balance Due				<u>\$960.00</u>
	Please Remit				<u>\$960.00</u>

ALL INVOICES DUE UPON RECEIPT.
 TO PAY ONLINE USE THE FOLLOWING LINK:
<https://messercaparello.securepayments.cardpointe.com/pay?total=0.00>
 THANK YOU FOR YOUR PROMPT PAYMENT.

MESSER CAPARELLO, P.A.
2618 CENTENNIAL PLACE
TALLAHASSEE, FLORIDA 32308
TELEPHONE (850)222-0720
E.I.N. 59-2921100

JOSEPH PINDER
102 EAST RIDGE RD.
ISLAMORADA FL 33036

Page: 1
02/06/2024
Account No: 6391

PLEASE INCLUDE THIS PAGE WITH PAYMENT

Previous Balance	Fees	Expenses	Advances	Payments	Balance
6391-27738 ETHICS 23-225					
300.00	960.00	0.00	0.00	-300.00	<u>\$960.00</u>

ALL INVOICES DUE UPON RECEIPT.
TO PAY ONLINE USE THE FOLLOWING LINK:
<https://messercaparello.securepayments.cardpointe.com/pay?total=0.00>
THANK YOU FOR YOUR PROMPT PAYMENT.

MESSER CAPARELLO, P.A.
2618 CENTENNIAL PLACE
TALLAHASSEE, FLORIDA 32308
TELEPHONE (850)222-0720
E.I.N. 59-2921100

JOSEPH PINDER
102 EAST RIDGE RD.
ISLAMORADA FL 33036

Page:
05/08/202
Account No: 6391-2773
Invoice No: 49937

ETHICS 23-225

<u>Fees</u>			Hours
02/09/2024	MH	Received telephone call from Joseph Pinder re status / developments re Ethics Commission investigation;	0.20
03/14/2024	MH	Reviewed email memoranda from Joseph Pinder re comments re Report of Investigation; reviewed Report of Investigation re same; prepared notes re Report of Investigation;	0.30
03/15/2024	MH	Received telephone call from a from Joseph Pinder re response to Report of Investigation / none;	0.10
03/22/2024	MH	Reviewed Advocate's Recommendation / letter from Millie Fulford (Ethics) re same; prepared email memorandum to Joseph Pinder re same;	0.40
03/25/2024	MH	Received telephone call from Joseph Pinder re Advocate's Recommendation / response; prepared / filed response to Advocate's Recommendation;	0.40
04/02/2024	MH	Received telephone call from Joseph Pinder re status / developments / notice of hearing;	0.10
04/04/2024	MH	Received telephone call from Joseph Pinder re concerns about news article concerning status of ethics complaint / probable cause hearing; reviewed news article re same; conferred (by telephone) with Kerrie Stillman (Ethics) re same; received telephone call from Joseph Pinder re response to same / waiver of confidentiality; prepared letter to Kerrie Stillman re same;	1.00
04/08/2024	MH	Received telephone call from Joseph Pinder re status / developments re waiver of confidentiality; reviewed letter from Ethics Commission acknowledging waiver of confidentiality; prepared email memorandum to Joseph Pinder re same;	0.20
04/11/2024	MH	Reviewed voice mail message from Joseph Pinder re status / developments re waiver of confidentiality / media reports;	0.10
04/12/2024	MH	Reviewed telephone call from Joseph Pinder re status / developments re waiver of confidentiality / media reports;	0.10
04/18/2024	MH	Received telephone call from Joseph Pinder re impending probable cause hearing / notice to Adams Publishing; reviewed notice to Adams Publishing re defamatory articles; prepared for probable cause hearing;	0.60
04/19/2024	MH	Prepared for and attend probable cause hearing; conferred by telephone / text message with Buddy Pinder re same;	0.80

JOSEPH PINDER

ETHICS 23-225

Page: 2
05/08/2024
Account No: 6391-27738
Invoice No: 499371

			Hours		
04/29/2024	MH	Reviewed Public Report dismissing complaint; prepared email memorandum to Joseph Pinder re same; For Current Services Rendered	0.20 4.50		<u>1,350.00</u>
			Recapitulation		
			<u>Timekeeper</u>	<u>Hours</u>	<u>Rate</u>
			MARK HERRON	4.50	\$300.00
					<u>\$1,350.00</u>
			Total Current Work		
			Previous Balance		
			<u>Payments</u>		
02/15/2024		Payment Received, Thank You.			
			Balance Due		
			Please Remit		

ALL INVOICES DUE UPON RECEIPT.
TO PAY ONLINE USE THE FOLLOWING LINK:
<https://messercaparello.securepayments.cardpointe.com/pay?total=0.00>
THANK YOU FOR YOUR PROMPT PAYMENT.



Council Communication

To: Mayor and Village Council
From: A.J. Engelmeyer, Public Works Director
Date: June 11, 2024
SUBJECT: **Resolution Ratifying Increasing Authorized Purchases from KB Vacuum through the End of FY 2023-2024 - TAB 13**

Background:

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

KB Vacuum Solutions, LLC ("KB Vacuum") is the sole source vendor for vacuum pump repair and maintenance services and materials for the Village's wastewater pumps. It is imperative that we have funding for repair and maintenance to quickly assist any misfires that may occur in the future.

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 KB Vacuum for FY 2023-2024.

Analysis:

From the beginning of Fiscal Year 2023-2024, through May 23, 2024, the Village has paid KB Vacuum \$73,397.16 for repair and maintenance, with \$6,602.84 remaining for purchases. The Wastewater Department estimates that an additional \$35,000.00 in maintenance from KB Vacuum is needed through the end of the fiscal year, and staff seeks Council approval of the additional purchases.

The attached Resolution would approve the additional purchases in the amount of \$35,000.00 in additional purchases from KB vacuum through the remainder of FY 2023-2024. The total purchasing authorization for KB Vacuum in FY 2023-2024 would be \$115,000.00 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 KB Vacuum 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 KB Vacuum.

Attachments: 1. Resolution

RESOLUTION NO. 24-

A RESOLUTION OF THE VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA, RATIFYING INCREASING AUTHORIZED PURCHASES FROM KB VACUUM SOLUTIONS, LLC. 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"), utilizes KB Vacuum as a sole source provider for repair and maintenance of its pumps 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 KB Vacuum in FY 2023-2024; and

WHEREAS, the Village estimates it will need to purchase an additional \$35,000.000 in repair and maintenance from KB Vacuum through the remainder of FY 2023-2024, which ends on September 30, 2023; and

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

WHEREAS, the Village Council of Islamorada, Village of Islands (the "Village Council") finds that approval of additional purchases from KB Vacuum in the amount of \$35,000.00 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 Thirty-Five Thousand and 00/100 (\$35,000.00) in parts from KB Vacuum 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.

{Remainder of this page intentionally left blank}

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



Council Communication

To: Mayor and Village Council
From: A.J. Engelmeyer, Public Works Director
Date: June 11, 2024
SUBJECT: **Resolution Approving a Second Amendment to Work Authorization 2 with CHA Consulting for Capital Projects at the NPK Pump Station - TAB 14**

Background:

On September 29, 2014, the Village published a Request for Letters of Interest and Qualifications for Professional General Engineering and Architectural Services (RFQ 14-02). At its regular meeting on January 22, 2015, the Village Council adopted Resolution No. 15-01-11, thereby approving the final ranking and recommendations of the RFQ 14-02 review committee. Eckler Engineering, Inc. ("Eckler"), now known as, CHA Consulting Inc. ("CHA") was approved for architectural and engineering services through this process, and a Continuing Services Agreement ("CSA") was entered into between Eckler and the Village effective June 5, 2015, through June 4, 2020.

In October 2017 and March 2019, breaks occurred in the Village's wastewater conveyance force main ("CFM"). On June 18, 2019, the Village issued Purchase Order 19-0155 to Eckler to perform an evaluation of the breaks and to make recommendations for improvement of the CFM system. PO 19-0155 was in the amount of \$18,799.00 for these services and represented Work Authorization No. 1 under the CSA. The findings and recommendations for improvement of the CFM and addressing issues that they believed led to the CFM breaks included projects at the North Plantation Key ("NPK") pump station.

At its meeting on September 30, 2021, the Village Council adopted Resolution No. 21-09-98 approving the First Amendment to Work Authorization No. 2 under the CSA to engage CHA to provide design and construction engineering services in order to address issues at the NPK pump station to prevent future force main breaks estimated to cost \$675,000.00. Amended Work Authorization No. 2 terminates on September 30, 2023.

Since the time that CHA was engaged for the NPK pump station projects, another CFM break occurred in November 2020. Additionally, in May 2021, an incident occurred at the NPK pump station where the wet well pumps failed. Staff subsequently provided an update to the Village Council at its meeting on May 20, 2021, regarding the wet well pump failures.

After the wet well pump failures occurred in May 2021, CHA suggested that the NPK transfer pump station be converted to an in-line booster station. This option had been suggested previously but was not considered due to the cost. When the Wastewater Utility Enterprise Fund budget was presented during the FY 2021-2022 budget preparation process, staff provided preliminary information to the Village Council regarding the recommendation that the

pump station configuration be converted to an in-line booster pump station and included cost estimates.

Under the First Amendment to Work Authorization No. 2, CHA provided a new proposal to provide design and construction engineering services to the Village for a changed and expanded scope of work for the projects at the NPK pump station. The changed and expanded scope of work includes conversion of the NPK transfer pump station to an in-line booster pump station.

Analysis:

Exhibit A to the Resolution at Attachment 1 is the Second Amendment to the CSA between CHA and the Village to provide design and construction engineering services through September 30, 2025. The Amendment extends the termination date from June 4, 2020, to September 30, 2025, updates contact information for notices to the Village.

Exhibit B to the Resolution at Attachment 1 is the Second Amendment to Work Authorization No. 2 under the CSA. This Amendment extends the termination date from September 30, 2023, to September 30, 2025.

Budget Impact:

The costs of CHA's services would be accounted for in the Village's Wastewater Enterprise Fund and are included in project costs budgeted for in the Wastewater Utility Enterprise Fund budget. The project is expected to take up to two years to complete; therefore, the FY 2023-2024 Wastewater Enterprise Fund adopted budget includes \$2 million for project costs offset by \$2 million in Stewardship Act Grant proceeds.

Staff Impact:

The Public Works and Wastewater Director would coordinate all activities under the Amended CSA and Amended Work Authorization No. 2 with CHA Consulting.

Recommendation:

Staff recommends that the Village Council pass and adopt the attached resolution, thereby approving the Second Amendment to the CSA with CHA and approving the Second Amendment to Work Authorization No. 2.

Attachments:

1. Resolution
2. Exhibit A
3. Exhibit B

RESOLUTION NO. 24-

A RESOLUTION OF THE VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA, APPROVING A SECOND AMENDMENT TO THE CONTINUING SERVICES AGREEMENT AND A SECOND AMENDMENT TO WORK AUTHORIZATION NO. 2 BETWEEN CHA CONSULTING, INC. AND ISLAMORADA, VILLAGE OF ISLANDS FOR DESIGN AND CONSTRUCTION ENGINEERING SERVICES FOR PROJECTS AT THE NORTH PLANTATION KEY (NPK) PUMP STATION; AUTHORIZING VILLAGE OFFICIALS TO IMPLEMENT THE TERMS AND CONDITIONS OF THE AMENDMENTS; AUTHORIZING THE VILLAGE MANAGER TO EXPEND BUDGETED FUNDS; AUTHORIZING THE VILLAGE MANAGER TO EXECUTE THE AMENDMENTS; AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, Islamorada, Village of Islands (the "Village") entered into a Continuing Services Agreement (the "Agreement") with Eckler Engineering, Inc., now known as CHA Consulting Inc. ("CHA") for architectural and engineering services effective June 5, 2015, through June 4, 2020; and

WHEREAS, in October 2017 and in March 2019, breaks occurred in the Village's wastewater conveyance force main ("CFM"), and CHA was engaged under Work Authorization No. 1 to perform an analysis of the cause of the breaks and to propose recommendations to address issues identified as causing the CFM breaks; and

WHEREAS, CHA identified pressure fluctuation issues at the North Plantation Key ("NPK") pump station and proposed projects at the NPK pump station to address the issues in addition to projects to address other outstanding issues identified by staff at the NPK pump station; and

WHEREAS, on May 7, 2019, the Village Council adopted Resolution No. 20-05-37, thereby approving Work Authorization No. 2 under the Agreement to engage CHA to provide design and construction engineering services for the NPK pump station projects; and

WHEREAS, under the First amendment to Work Authorization No. 2 the scope of the work for the projects at the NPK pump station has been changed and expanded to include conversion of the NPK transfer pump station from a wet well configuration to an in-line booster pump station; and

WHEREAS, on September 30, 2021, the Village Council adopted Resolution No. 21-09-98 thereby extending the termination dates of both the Agreement and Work Authorization No. 2 (the "Work Authorization") under the Agreement, to provide the aforementioned expanded services; and

WHEREAS, the Village Council of Islamorada, Village of Islands (the "Village Council") finds that approval of a Second Amendment to the Agreement (Exhibit "A") and approval of a Second Amendment to the Work Authorization with CHA to extend both to September 30, 2025, 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 Amendments. The Village Council hereby approves the Second Amendment to the Agreement, a copy of which is attached hereto as Exhibit "A," and the Second Amendment to Work Authorization No. 2 (collectively, the "Amendments") between CHA and the Village to provide engineering services, a copy of which is attached as Exhibit "B," together with such non-material changes as may be acceptable to the Village Manager and approved as to form and legality by the Village Attorney.

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

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 Amendments.

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

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

**SECOND AMENDMENT
CONTINUING SERVICES AGREEMENT
BETWEEN
ISLAMORADA, VILLAGE OF ISLANDS
AND
ECKLER ENGINEERING, INC., NOW KNOW
AS CHA CONSULTING INC.**

THIS AMENDMENT to the Continuing Services Agreement (the "Second Amendment") is made between **CHA CONSULTING INC.**, formerly known as **ECKLER ENGINEERING, INC.**, a Florida corporation ("CONSULTANT") and **ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA**, a Florida municipal corporation (the "VILLAGE").

WHEREAS, CONSULTANT and the VILLAGE entered into a certain Continuing Services Agreement (the "Agreement") effective June 5, 2015; and

WHEREAS, on September 30, 2021, the parties entered into a First Amendment to modify the termination date of the Agreement, the contact information for notices, and the Consultant Fee Schedule.

WHEREAS, the parties now desire to enter into this Second Amendment to modify the termination date of the Agreement and to update the contact information for notices.

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

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

* * *

SECTION 3. TERM/TERMINATION

3.1 **Term of Agreement.** – This Continuing Service Agreement shall commence on the date this instrument is fully executed by all parties and shall continue in full force and effect ~~for period of five (5) years therefrom~~ through September 30-2023-2025, unless and until terminated pursuant to Section 3.2, 3.3, or other applicable sections of this Agreement. Each Project Agreement shall specify the period of service agreed to by the VILLAGE and the CONSULTANT for services to be rendered under said Project Agreement.

SECTION 21. NOTICES

Whenever either party desires to give notice to the other, it must be given by hand delivery or written notice, sent by certified United States mail, with return receipt requested or a nationally recognized private mail delivery service, addressed to the party for whom it is intended, at the place last specified, and the place for giving of notice in compliance with the provisions of this paragraph. For the present, the parties designate the following as the respective places for giving of notice, to-wit:

FOR THE CONSULTANT:

~~Eckler Engineering, Inc~~ CHA Consulting, Inc.
4700 Riverside Drive, Suite 110
Coral Springs, Florida 33067
Telephone: 954-510-4700
Facsimile: 954-755-2741

FOR VILLAGE:

Islamorada, Village of Islands
~~Gregory J. Oravec~~ Robert Cole, Village Manager
86800 Overseas Highway
Islamorada, Florida 33036
Telephone: 305-664-6400
Facsimile: 305-664-6464

Copy: ~~Roger V. Bryan~~ John Quick, Village Attorney
Islamorada, Village of Islands
86800 Overseas Highway
Islamorada, Florida 33023
Telephone: 305-664-6418
Facsimile: 305-504-8989

* * *

Section 2. No Further Modifications. All other terms and conditions of the existing Agreement, as previously amended not in conflict or superseded by this Second Amendment shall remain in full force and effect as if set forth herein.

Section 3. Effective Date. This Second Amendment shall be effective upon execution.

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

Attest:

ISLAMORADA, VILLAGE OF ISLANDS

Marne McGrath, Village Clerk

By: _____
Robert Cole, Village Manager

Date: _____

Attest:

CHA CONSULTING, INC.

Secretary
Print Name: _____

By: _____
Print Name: _____

Title: _____

Date: _____

WITNESSES:

Print Name: _____

Print Name: _____

**SECOND AMENDMENT TO PROJECT AGREEMENT
BETWEEN
ISLAMORADA, VILLAGE OF ISLANDS AND
CHA CONSULTING, INC. FOR
WORK AUTHORIZATION NO. 2**

This Second Amendment to the Project Agreement for Work Authorization No. 2 (the "Second Amendment") is made and entered into this _____ day of _____, 2024, by and between **ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA**, a Florida municipal corporation (the "VILLAGE") and **CHA CONSULTING, INC., formerly known as ECKLER ENGINEERING, INC.**, A Florida corporation (the "CONSULTANT").

The VILLAGE and CONSULTANT previously entered into a Project Agreement for Work Authorization No. 2, dated June 1, 2020 (the "Project Agreement"), pursuant to the provisions contained in the "Continuing Services Agreement" between the VILLAGE and CONSULTANT dated June 5, 2015 (the "Continuing Services Agreement"). The First Amendment amended Section 3 as to termination date and Section 4 as to amount of Lump Sum Payment and replaced Exhibit "1," the Scope of Services, Exhibit "2," the Lump Sum Compensation, and Exhibit "3," the Project Schedule.

This Second Amendment restates and duplicates the Project Agreement, as previously amended in all respects other than as reflected in strike-through/add format below reflecting the changes made by this Second Amendment and constitutes and is deemed a "Change Order," as defined and required in the Continuing Services Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and conditions set forth in this Second Amendment, the parties hereby amend the Project Agreement as follows:

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

SECTION 3. TERM/TIME OF PERFORMANCE/DAMAGE

3.1 Term. This Project Agreement shall commence as of January 26, 2020, and shall continue in full force and effect through September 30, ~~2023~~ 2025, unless otherwise terminated pursuant to Section 6 or other applicable provisions of this Project Agreement. The Village Manager, in his sole discretion, may extend the term of this Agreement through written notification to the CONSULTANT. Such extension shall not exceed sixty (60) days. No further extensions of this Agreement shall be effective unless authorized by the Village Council.

3.2 Contract Time. CONSULTANT shall commence services to the VILLAGE on the Commencement Date and shall continuously perform services to the VILLAGE without interruption, in accordance with the time frames set forth in the amended "Project Schedule," a copy of which is attached and incorporated into this Agreement as Exhibit "3." The number of calendar days from the Commencement Date, through the date set forth in the Project Schedule

for completion of the Project or the date of the actual completion of the Project, whichever shall last occur, shall constitute the Contract Time.

3.3. All limitations of time set forth in this Agreement are of the essence.

Section 2. Exhibits. Exhibit "3," the Project Schedule of the Project Agreement is hereby deleted and replaced in its entirety by revised Exhibit 3, attached hereto and made a part hereof.

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

Section 4. Effective Date. This Second Amendment shall be effective upon execution.

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

Attest:

ISLAMORADA, VILLAGE OF ISLANDS

Marne McGrath, Village Clerk

By: _____
Robert Cole, Village Manager

Date: _____

CHA CONSULTING, INC.

By: _____
Signature

Title

Date

Witness



Council Communication

To: Mayor and Village Council
From: A.J. Engelmeyer, Public Works Director
Date: June 11, 2024
SUBJECT: **Resolution Approving the Purchase of a SPHD Dump Style Premix Heater for the Public Works Department - TAB 15**

Background:

The Village Public Works Department needs a Hot Mix Asphalt Trailer for Public Works Department services to add to its heavy equipment fleet, and staff requests authorization to purchase a new SPHD Dump Style Premix Heater. The Village does not currently have a pothole patcher.

The use of a Hot Mix Asphalt Trailer for Public Works would allow proper asphalt patching techniques to be utilized and the elimination of the use of cold patching. Hot mix asphalt patching provides a superior finished product for many more years compared to cold patching. The heater elements of the trailer allow for multi day use of the hot mix asphalt and the ability to use reclaimed asphalt millings (recycling of asphalt). These additional features will help to reduce the cost and time needed for repairs within Islamorada.

Analysis:

Section 2-327(c)(4) of the Village's Code of Ordinances (the "Code") which relates to purchasing guidelines, provides that the "purchase of or contracts for materials, supplies, equipment, improvements or services where the anticipated cost is estimated to exceed \$25,000.00" must be competitively bid. Per Section 2-328(2), of the Village Code relating to Waiver of Competitive Bidding, the requirements of Section 2-327(c)(4) may be waived "by use of an existing contract with the state, a state agency, another municipality, a political subdivision or a statement professional association when such contract was awarded by a competitive bidding process and the contract extends the prices, terms and conditions for such goods or services to the state's municipalities."

The attached resolution would approve the purchase of a new SPHD Dump Style Premix Heater Hot Box Asphalt Trailer utilizing the OMNIA Partners (NCPA) Contract # 05-77 from Jet – Vac Equipment Company LLC. in the amount of \$88,901.00. The base Hot Mix Asphalt Trailer is priced at \$43,415.00, and the additions total \$41,486.00. Exhibit A to the Resolution is the detailed price quote.

Because the Village is a governmental agency, purchase of the new Hot Mix Asphalt Trailer must go through a single point of contact at Jet – Vac Equipment Company LLC. who handles governmental sales throughout North America. Due to this requirement, it is not possible to obtain price quotes directly from other dealers. The local government is referred back to the government sales contact at the Jet – Vac Equipment Company LLC. By purchasing through

the OMNIA Partners contract, the Village is assured that it is receiving the lowest pricing and that the pricing was determined through a competitive bid process.

Budget Impact:

Funds in the amount of \$42,000.00 for this purchase were included in the approved FY 2023-2024 Capital Projects Fund budget. The proposed expenditure for the purchase of the SPHD Dump Style Premix Heater Hot Mix Asphalt Trailer authorized by this Resolution would be \$88,901.00, an increase of \$46,901.00 over the amount included in the budget.

Depending on the outcome of other purchase activities for the Public Works Department by the end of the 2023-2024 fiscal year, a budget amendment to increase the transfer from the General Fund to cover the cost of this item that exceeds the amount included in the FY 2023-2024 budget would be presented to the Village Council for approval at year-end, if needed.

Staff Impact:

There is no staff impact associated with this purchase.

Recommendation:

It is recommended that the Village Council adopt the Resolution, thereby approving the purchase of the SPHD Dump Style Premix Heater for the Village Public Works Department.

Attachments:

1. Resolution
2. Exhibit A

RESOLUTION NO. 24-

A RESOLUTION OF THE VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA, PIGGYBACKING THE FLORIDA OMNIA PARTNERS CONTRACT NO. 05-77 AND APPROVING THE PURCHASE OF A SPHD DUMP STYLE PREMIX HEATER HOT MIX ASPHALT TRAILER FROM JET – VAC EQUIPMENT COMPANY FOR THE VILLAGE PUBLIC WORKS DEPARTMENT; AUTHORIZING THE VILLAGE MANAGER TO EXECUTE NECESSARY DOCUMENTS; AUTHORIZING THE VILLAGE MANAGER TO EXPEND BUDGETED FUNDS; PROVIDING FOR A WAIVER OF COMPETITIVE BIDDING; AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, Islamorada, Village of Islands (the “Village”) needs a new Hot Mix Asphalt Trailer for the Village Public Works Department; and

WHEREAS, the purchase of a new Hot Mix Asphalt Trailer for the Village Public Works Department was budgeted for as capital outlay in the adopted FY 2023-2024 Capital Projects Fund Budget; and

WHEREAS, the Village desires to piggyback and utilize the OMNIA Partners (NCPA) Contract #05-77 and accept the competitive bid submitted by Jet – Vac Equipment Company LLC. for the purchase of SPHD Dump Style Premix Heater for use by the Public Works Department; and

WHEREAS, the Village Council desires to approve the purchase of the SPHD Dump Style Premix Heater from Jet – Vac Equipment Company LLC. at a cost not to exceed the prices set forth in Exhibit “A” attached hereto; and

WHEREAS, the Village Council finds that the purchase of the SPHD Dump Style Premix Heater for the Public Works Department and approval of a waiver of competitive bidding for the purchase 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 Piggyback Purchase. The Village Council hereby approves the piggyback of the OMNIA Partners Contract #05-77 and accepts the bid submitted by Jet – Vac Equipment Company LLC. for the purchase of a SPHD Dump Style Premix Heater for the Village Public Works Department, at a cost not to exceed Eighty-Eight Thousand Nine Hundred and One and 00/100 Dollars (\$88,901.00) as set forth in Exhibit “A” attached hereto.

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

Section 4. Execution of Documents. The Village Manager and the Village Attorney are hereby authorized to execute any required documents on behalf of the Village and authorized to implement the terms and conditions of any documents necessary to effectuate the purchase.

Section 5. 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 purchase the public works equipment.

Section 6. Waiver of Competitive Bidding. In accordance with Section 2-328(1) and (2) of the Village Code, the Village Council waives the competitive bidding purchasing provision of the Village Code to piggyback on the OMNIA Partners (NCPA) Contract # 05-77.

Section 7. 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.

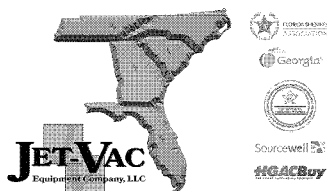
JOSEPH B. PINDER, MAYOR

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



5746 Broad Street
SUMTER, SC 29154

4036 Bennett Road
COOKEVILLE, TN 38506

5500 S Cobb Drive, Bld 200, Suite 210
ATLANTA, GA 30339

1350 Sheeler Avenue, Building 12, Unit 7
APOPKA, FL 32703

www.jet-vac.com

Exhibit "A"

Ship To: Islamorada
Public Works
86800 Overseas Hwy
Islamorada, FL 33036-3162

Invoice To: Islamorada, Village Of Islands
87000 Overseas Hwy
Islamorada FL 33036

Attention: Kristiana Patience

Branch 60 - POMPANO		
Date 05/21/2024	Time 9:20:35 (O)	Page 1
Account No ISLAM001	Phone No 3056646450	Est No 02 Q00091
Ship Via Delivered		Purchase Order
Tax ID No		
		Salesperson TG1 / HH1

EQUIPMENT ESTIMATE - NOT AN INVOICE

Description ** Q U O T E ** EXPIRY DATE: 09/30/2024 Amount

OMNIA Partners (NCPA) Contract
Roadway Maintenance Equipment and Supplies
Region 14 ESC - TX
Contract Number: 05-77
September 1, 2022 - September 30, 2025

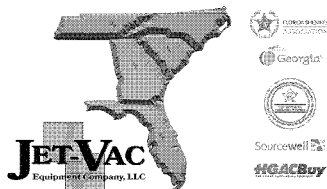
Stock #: E002480 Serial #: 4S9PHD3Y3PS127099 84901.00
New ST -

Stepp Dump Style Premix Heater 3.0 CY (4 Ton) Diesel
Each base unit includes: Diesel Burner, Automatic
Temperature Controls, Hydraulic Dump, Oil Jacket, Battery
Charger, Electric Brakes, and a 2 Light System (\$43,415)

Standard Options Included in Total:
Diesel Burner Enclosure (\$677)
Electric Overnight Heat 220V 3000W (hot mix use) (\$6,301)
Flush Mounted Strobe Light (SET OF 2) (\$931)
Compactor Plate Carrier (\$2,215)
(2) Stainless Steel Tool Holders (\$170/ea.)
Washdown System (\$1,022)
Hose Reel for washdown (\$766)
Shovel Cleaning Compartment (\$995)
Wacker WP 1550 AW Plate Compactor (\$4,063)
Tack Tank w/ Diesel Burner and Pumping System, and Honda
Engine (\$16,255)
LED Lights (\$538)
Compactor Plate Carrier Hold Down (\$618)
Electric Overnight Heat for Tack Tank 110V 1500W (\$1,959)
Hose Reel for Tack Hose (\$983)
LED Work Lights (\$223)
Bulldog Electric Jack (\$3,600)

Accounts not paid within 30 days of the date of the invoice are subject to a
1.5% monthly finance charge.

Thank You For Your Business!



5746 Broad Street
SUMTER, SC 29154

4036 Bennett Road
COOKEVILLE, TN 38506

5500 S Cobb Drive, Bld 200, Suite 210
ATLANTA, GA 30339

1350 Sheeler Avenue, Building 12, Unit 7
APOPKA, FL 32703

www.jet-vac.com

Ship To: Islamorada
Public Works
86800 Overseas Hwy
Islamorada, FL 33036-3162

Invoice To: Islamorada, Village Of Islands
87000 Overseas Hwy
Islamorada FL 33036

Attention: Kristiana Patience

Branch 60 - POMPANO		
Date 05/21/2024	Time 9:20:35 (O)	Page 2
Account No ISLAM001	Phone No 3056646450	Est No 02 Q00091
Ship Via Delivered	Purchase Order	
Tax ID No		
		Salesperson TG1 / HH1

EQUIPMENT ESTIMATE - NOT AN INVOICE

Description	** Q U O T E **	EXPIRY DATE: 09/30/2024	Amount
	Miscellaneous Charges/Credits =====		
EQP SHIPPING	Qty: 1 Price:	4000.00	4000.00
		Subtotal:	88901.00
Authorization: _____		Quote Total:	88901.00

Accounts not paid within 30 days of the date of the invoice are subject to a
1.5% monthly finance charge.

Thank You For Your Business!



Council Communication

To: Mayor and Village Council
From: Terry Abel, Fire Chief
Date: June 11, 2024
SUBJECT: **Resolution Approving Interlocal Agreement with Key Largo Fire and Emergency Medical Services District - TAB 16**

Background:

Islamorada Fire Rescue typically runs three frontline rescues with one reserve rescue for details, holiday weekends, or when maintenance or repairs are needed for a frontline rescue. Currently we have one frontline rescue out of service with permission granted last council meeting to sign a letter of intent to start replacing that rescue. Unfortunately, the reserve rescue that has been frontline for the past few months is now also out of service with our mechanic stating repairs are more than the value of the vehicle. Station 19 is our station with the fewest calls however now with another rescue out of service when a 911 requires the Station 19 to respond with the engine apparatus to provide emergency response and then utilize another rescue from another station to transport the patient. This is not the best-case scenario and currently has not affected any patient care however it does take two stations out of service for any medical emergency call requiring transport in Station 19's area of response.

We are trying to secure the attached interlocal agreement with Key Largo Fire and Emergency Medical Services District (The District) to allow Islamorada Fire Rescue to utilize the use of their reserve truck (Rescue 76) until our new rescue arrives. The new rescue was ordered in the fall of 2022 and is slated for delivery June 30, 2024. When large incidents occur currently there is an automatic sharing of resources and staffing via mutual aid assistance allowed via mutual aid agreements between each department within Monroe County, the State Emergency Response Plan (SERP) for all departments within the State and the State Mutual Aid Agreement (SMAA) for participating departments throughout the State; however typically that is apparatus with personnel. With this interlocal agreement scenario we would be loaned a rescue, and staffed with our personnel.

Analysis:

Through this Interlocal Agreement with The District, the Village may formally request the loaning of Reserve Rescue 76, from their fleet.

When unfortunate events occur and multiple pieces of equipment suffer mechanical failures that are deemed not worth making their repairs to the equipment and the resources to protect the health and safety of citizens can no longer come from local resources this interlocal would allow for the shortage found locally to be augmented with The District resources. A proven method to augment emergency resources in a cost effective and timesaving manner is through the implementation of interlocal agreements such as the one proposed for approval.

The interlocal is included as Exhibit 1 to the attached Resolution.

Budget Impact:

N/A

Staff Impact:

N/A

Recommendation:

It is recommended that the Village Council adopt the attached Resolution, thereby approving the Interlocal Agreement with The District.

- Attachments:**
1. 48W961102-Resolution Approving the ILA with Key Largo Fire and EMS District
 2. ILA Between Islamorada and KLFEMS Re Lending of Apparatus

RESOLUTION NO. 24-

A RESOLUTION OF THE VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA, APPROVING THE INTERLOCAL AGREEMENT BETWEEN KEY LARGO FIRE AND EMERGENCY MEDICAL SERVICES DISTRICT AND ISLAMORADA, VILLAGE OF ISLANDS TO PROVIDE FOR LENDING OF FIRE RESCUE EQUIPMENT; AUTHORIZING EXECUTION OF THE INTERLOCAL AGREEMENT; AUTHORIZING VILLAGE OFFICIALS TO IMPLEMENT THE TERMS AND CONDITIONS OF THE INTERLOCAL AGREEMENT; AUTHORIZING THE VILLAGE CLERK TO FILE THE INTERLOCAL AGREEMENT WITH THE CLERK OF THE CIRCUIT COURT FOR MONROE COUNTY, FLORIDA; AND PROVIDING AN EFFECTIVE DATE

WHEREAS, Islamorada, Village of Islands (the "Village") Fire Rescue typically runs three frontline rescue vehicles and has one reserve rescue vehicle; and

WHEREAS, mutual aid agreements between each department within Monroe County, and the Village provide for automatic sharing of resources and staffing when large incidents occur, but does not provide for the loaning of rescue vehicles; and

WHEREAS, the Village is in the process of replacing certain rescue vehicles, however the Village is in need of the use of additional rescue vehicles; and

WHEREAS, Key Largo Fire and Emergency Medical Services District (the "District") has agreed to allow the Islamorada Fire Rescue to utilize the District's reserve truck ("Rescue 76"), when needed; and

WHEREAS, the Village Council of the Village ("Village Council") finds that entering into the Interlocal Agreement with the District provides for the health, safety and welfare of the citizens of the Village in the best interest of the Village and its residents.

NOW THEREFORE, BE IT RESOLVED BY THE VILLAGE COUNCIL OF ISLAMORADA,

VILLAGE OF ISLANDS, FLORIDA, AS FOLLOWS:

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

Section 2. **Approval of Agreement.** The Village Council hereby approves the Interlocal Agreement with the District, as set forth in Exhibit "1" attached hereto.

Section 3. **Execution of Agreement.** The Village Manager is authorized to execute the Interlocal Agreement with the District, on behalf of the Village, to execute any required documents to implement the terms and conditions of the Interlocal Agreement, and to execute any extension and/or amendments to the Interlocal Agreement, subject to approval as to form and legality by the Village Attorney.

Section 4. **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 Interlocal Agreement.

Section 5. **Authorization of Village Clerk to File.** The Village Clerk is hereby authorized and directed, pursuant to Section 163.01 (11), Florida Statutes, to file with the Clerk of the Circuit Court in and for Monroe County, Florida a fully executed original of the Interlocal Agreement.

Section 6. **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

INTERLOCAL AGREEMENT
Between
ISLAMORADA, VILLAGE OF ISLANDS
And
THE KEY LARGO FIRE AND EMERGENCY MEDICAL
SERVICES DISTRICT
For
Lending of Fire Rescue Equipment

THIS AGREEMENT is entered into by and between Islamorada, Village Of Islands (hereinafter referred to as the “Village”), a municipal corporation duly incorporated pursuant to the laws of the State of Florida, with administrative offices at 86800 Overseas Highway Islamorada, FL 33036, and the Key Largo Fire and Emergency Medical Services District (hereinafter referred to as the “Fire District”), a legally established Independent Special Fire District under Florida Statutes 189 and 191, and under Laws of Florida 2005-329, with administrative offices at 1 East Drive, Key Largo, Florida, 33037.

WHEREAS, the Village possesses Home Rule powers pursuant to Article VIII, Section 2(b), Florida Constitution, and Section 166.021, Florida Statutes; and

WHEREAS, the Fire District is an independent special fire control district of the State of Florida pursuant to Chapter 191 of the Florida Statutes and its Enabling Legislation and exercises authority granted to it through General and Special Laws; and

WHEREAS, the Florida Interlocal Cooperation Act of 1969, Section 163.01, Florida Statutes, encourages and empowers local governmental units to cooperate with one another on matters of mutual interest and advantage, and provides for interlocal agreements between local governmental units on matters of mutual interest; and

WHEREAS, the Village and Fire District have agreed to cooperate to their mutual advantage and to the advantage of the taxpayers, residents, and visitors of Monroe County, in a manner provided in this Agreement, whereby the Fire District will donate/lend to the Village a response apparatus; and

WHEREAS, the Village and Fire District mutually benefit by this Agreement, which will increase fire prevention measures to improve safety and emergency response within Monroe County; and

WHEREAS, the Village and Fire District are authorized by Florida Statutes to enter into an agreement, but shall not be deemed to authorize the delegation of the constitutional or statutory duties of Village or Fire District officers, and the parties expressly deny any intent, expressed or implied, in this Agreement to provide for a delegation of such constitutional or statutory duties; and

NOW THEREFORE, in consideration of the foregoing and other good and valuable

consideration, the receipt of which is hereby acknowledged, the Parties hereby agree as follows:

SECTION 1. INCORPORATION OF RECITALS

The Recitals as set forth above are incorporated into the terms of this Agreement as if set out herein at length.

SECTION 2. FIRE DISTRICT AND VILLAGE OBLIGATIONS

2.1 Fire District agrees to provide for, from time to time during the term of the Agreement, the ability of the Village to borrow the following property, subject to the terms and conditions set forth in the respective conveyance instruments:

a. Rescue 76 (hereinafter the "Fire Apparatus")

2.2 The Fire Apparatus will be operated by persons employed by the Village that are trained to use said equipment. The need to borrow such equipment is due to specialized work activities requiring equipment that the Village does not own or has been deemed out of service.

2.3 The Fire Chief or his designee for the Village and the Fire Chief for the Fire District shall coordinate activities associated with this Agreement.

2.4 The Village and the Fire District agree that each party will be responsible for its own acts or omissions and the results thereof and shall not be responsible for the acts or omissions of the other party or the results thereof as a result of the undertakings agreed to in this Agreement. Under this Agreement, each party further agrees that it will indemnify and/or defend the other party, at the other party's option, for any injury to persons or damage to property resulting in any manner from a negligent act or omission of the indemnifying party or anyone directly or indirectly employed by the indemnifying party which arise from the undertakings agreed to in this Agreement.

2.5 Pursuant to 768.28, Florida Statutes, neither party waives any defense of sovereign immunity, nor increases the limits of its liability, upon entering into this Agreement. This Agreement does not contain any provision that requires one party to indemnify or insure the other party for the other party's negligence, or to assume any liability for the other party's negligence.

2.6 Each party to this Agreement expressly retains all rights, benefits and immunities of sovereign immunity that they presently enjoy under the Constitution and Statutes of the State of Florida, and particularly with respect to Chapter 768, Florida Statutes. Notwithstanding anything set forth in this Agreement to the contrary, nothing in this Agreement shall be deemed as a waiver of immunity or limits of liability of either party beyond any statutory limited waiver of immunity or limits of liability which may have been adopted by the Florida Legislature or may be adopted by the Florida Legislature and any liability of either party for damages shall not exceed the statutory limits of liability, regardless of the number or nature of any claim which may arise including but not limited to a claim sounding in tort, equity or contract.

SECTION 3. TERMINATION

3.1 This Agreement shall be in effect for five (5) years from the date signed by both parties unless previously terminated, and shall be subject to renewal for three (3) additional one (1) year terms upon agreement of both parties.

3.2 This Agreement may be terminated by either party for convenience, and without cause, with ten (10) days written notice to the non-terminating party at the following addresses:

Islamorada, Village of Islands
Office of the Village Manager
86800 Overseas Highway
Islamorada, FL 33036

Key Largo Fire Rescue and EMS District
Fire Chief
1 East Drive
Key Largo, Florida, 33037

VILLAGE
ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA

By: _____
Robert Cole, Village Manager

The ____ day of _____, 2024.

AUTHENTICATION:

Marne McGrath, Village Clerk

(SEAL)

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

John J. Quick, Village Attorney

KEY LARGO FIRE RESCUE AND EMS DISTRICT

By: _____
Tony Allen, Chairman

The ____ day of _____, 2024.



Council Communication

To: Mayor and Village Council
From: Marne McGrath, Village Clerk
Date: June 11, 2024
SUBJECT: **Resolution Memorializing the Implementation of Staggered Terms for LPA Members and Extending the Terms of Cheryl Culberson, Lorie LaLonde, and James Rhyne for an Additional Year until May 2026 - TAB 17**

Background:

Ordinance 23-05 was adopted in April 2023 to change the process for appointing committee members, to add staggered two-year terms. An application period was established, and interested residents were invited to apply online or in person. Appointments were made to the LPA on September 28, 2023.

Because the two-year appointments made in September did not contemplate staggered terms, staff reached out to all seven current members to determine if any were interested in a shortened term to help us get back on cadence. At the May 7, 2024 staff recommended that Council consider extending either three or four existing appointments for an additional year to implement the staggered terms.

Analysis:

The Village Council nominated the current LPA members in two rounds. The first round had a five-way tie, which led to a second round of nominations. Council determined it would be most equitable to extend the terms of the three LPA members who received the most nominations in the first round. Therefore, staff requests Council adopt the resolution extending the terms of Cheryl Culberson, Lorie LaLonde, and James Rhyne to expire in May 2026. The remaining four members' terms will expire in May 2025, which accomplishes the goal of staggering terms.

Budget Impact:

There is no budget impact associated with this item.

Staff Impact:

There is no staff impact.

Recommendation:

Adopt the resolution extending the terms of LPA members Cheryl Culberson, Lorie LaLonde, and James Rhyne to expire in May 2026.

Attachments: 1. Resolution to Implement LPA Staggered Terms

RESOLUTION NO. 24-

**A RESOLUTION OF THE VILLAGE COUNCIL OF ISLAMORADA,
VILLAGE OF ISLANDS, FLORIDA, MEMORIALIZING THE
EXTENSION OF TERMS FOR LOCAL PLANNING AGENCY
MEMBERS CHERYL CULBERSON, LORIE LALONDE, AND JAMES
RHYNE THROUGH MAY 2026 TO IMPLEMENT STAGGERED
TERMS AS REQUIRED BY ORDINANCE 23-05; AND PROVIDING
AN EFFECTIVE DATE**

WHEREAS, Islamorada, Village of Islands, Florida (the "Village") adopted Ordinance 23-05 Amending Chapter 2 "Administration" Creating Article V; and

WHEREAS, Section 2-333, Terms of Office; requires that each member shall serve for a term of two (2) years, with the terms of the members being staggered each board, committee, or commission; and

WHEREAS, on September 28, 2023, the Village Council appointed seven members to the Local Planning Agency (LPA); and

WHEREAS, each Council Member was asked to nominate seven applicants, and after the first round three applicants obtained enough nominations to move forward and a five-way tie for the remaining four seats culminated in a second round of nominations; and

WHEREAS, on May 7 the Village Council determined that in order to stagger terms as required it would be prudent to extend the terms of the three members who were nominated in the first round; 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. **Extension of Terms.** The Village Council hereby extends the terms of the

Page 1 of 3

following LPA Members by one year, to expire in May 2026.

Cheryl Culberson
Lorie LaLonde
James Rhyne

Section 3. **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



Council Communication

To: Mayor and Village Council
From: Maria Bagiotti, Founders Park Director
Date: June 11, 2024
SUBJECT: **Resolution Approving the Recommendation and Agreement for RFP 24-09 Founders Park Master Plan - TAB 18**

Background:

Founders Park is the center of the Village's park system. Located at 87000 Overseas Highway, the 42-acre park offers open space and a full suite of amenities for residents and visitors. The purchase of the Founders Park property was a significant undertaking by the new Village Council soon after incorporation of the Village on December 31, 1997. Over the years, the Village has made significant improvements and constructed amenities in the park and makes changes to the amenities from time to time based upon the popularity of specific activities. At no time has the Village engaged a consultant to complete a Founders Park master planning process.

On March 12, 2024, the Village Council gave direction to seek the services of a demonstrated professional park planning specialists or consulting firm to evaluate the existing conditions of Founder's Park, gather input from the community, staff and Village Council to discuss challenges, opportunities, and community preferences to create a Master Plan for Founders Park.

Analysis:

The Village issued Request for Proposals ("RFP") 24-09 on March 21, 2024 to solicit proposals from qualified consultants and consulting firms to provide a Master Plan for Founder's Park (the "Project"). The scope of services defined in the RFP was as follows:

The successful proposer shall evaluate the current condition of each of the facilities and elements within Founder's Park. Utilizing various strategies to maximize participation, implement a public engagement plan that captures resident's needs, desires, and concerns regarding Founder's Park and recreational amenities within the park. Meet with Village staff and council members to discuss planning challenges, costs and implementation timetables.

Provide a draft master plan that presents various alternatives, allowing village council and community input prior to finalization.

The draft plan should present findings from the community engagement, discuss overcoming planning challenges, i.e., pickleball courts, pool modifications, park usage, include planning level cost estimates and provide for project sequencing for implementation of the plan.

Present the draft master plan to Village staff, the community and Village Council at a public meeting for direction on drafting a final Master Plan. The finalized Master Plan shall reflect the desired vision for Founder’s Park as determined by the citizens, appointed and elected officials, and other stakeholders through community participation. The Final Master Plan should provide specific elements to be undertaken in order to achieve the desired results that include planning level cost estimates, specified materials, and project sequencing.

RFP 24-09 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 24-04 was published on DemandStar.com and on the Village’s website from March 21, 2024, through the submittal deadline and was also advertised through email distribution, on Facebook and in the local newspaper for one week.

The Village received a total of four (4) proposals in response to RFP 24-09 by the submittal deadline of April 22, 2024. To evaluate the proposals, an Evaluation Committee (the “Committee”) was established by the Village Manager. The evaluation committee was comprised of Founders Park Director Maria Bagiotti, Planning Director Jennifer DeBoisbriand and Senior Environmental Planner Daniel Parobok. The proposals were reviewed and scored by the Evaluation Committee in a publicly noticed meeting on May 1, 2024. As no firms were eligible for local preference, a maximum of 100 points was available in the scoring system, for a total maximum score of 300 points from the three-member Committee.

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 approach to the project, including public engagement, and proposed timeline for completion. For the Founders Park Master Plan, the proposed project approach, similar projects completed by the firms, and the qualifications and expertise of project team members were especially significant in the evaluation process.

The Committee ranked the proposals as follows utilizing the criteria and point system set forth in the RFP.

Rank	Proposer Name	Points	Cost Proposal	Timeline
1	Miller Legg	255	\$175,750.00 \$152,750.00 + (optional) \$23,000 for statistically valid survey	10 months
2	CPH	238	\$60,000.00	163 days / approx. 5.5 months
3	Kimley Horn	219	\$297,500.00 + optional 3D exhibits @ \$2,500 each 3D exhibit	9 months
4	Saltz Michelson Architects	176	\$415,000.00	16 weeks / approx. 4 months

Adoption of the proposed Resolution would approve the ranking of the RFP 24-09 Evaluation Committee, approve the recommended selection of Miller Legg to complete the Founders Park Master Plan and authorize the Village Manager to enter into an Agreement with Miller Legg to complete the project. The proposal from Miller Legg is provided as Exhibit “A” to the Form of Agreement attached to the proposed resolution.

Budget Impact:

The proposed cost for the Project is \$175,750.00. Staff believes the optional statistically valid survey (\$23,000) is an important community engagement tool to complement other planned activities; the price without the survey is \$152,750.00. The project revenue source is the Parks and Recreation Department Professional Services account in the General Fund. Because the adopted Fiscal Year 2023-2024 Budget does not include funding for the Project, a budget amendment is necessary to increase the Parks and Recreation Department General Fund expenditures budget by up to \$175,750.00, if approved.

Staff Impact:

The Founders Park Director would coordinate scheduling, implementation, and oversee completion of the Project. The Parks and Recreation Committee would also be engaged throughout the process.

Recommendation:

It is recommended that the Village Council adopt the proposed resolution thereby approving the recommended selection of Miller Legg for the Project, authorizing the Village Manager to enter into an Agreement with Miller Legg in substantially the form provided as Exhibit "1" to the proposed resolution and approving a budget amendment.

- Attachments:**
1. Resolution - Founders Park Master Plan approving Miller Legg and Agreement
 2. Exhibit 1 Agreement for Founders Park Master Plan with Miller Legg and Assoc
 3. Exhibit_A_Miller Legg-Proposal_RFP 24-09

RESOLUTION NO. 24-

A RESOLUTION OF THE VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA APPROVING THE SELECTION AND RECOMMENDATION OF THE RFP 24-09 EVALUATION COMMITTEE FOR THE COMPLETION OF A MASTER PLAN FOR FOUNDERS PARK; AUTHORIZING THE VILLAGE MANAGER AND VILLAGE ATTORNEY TO NEGOTIATE AN AGREEMENT FOR THE PROJECT; AUTHORIZING THE VILLAGE MANAGER TO EXECUTE THE AGREEMENT; AUTHORIZING THE VILLAGE MANAGER TO EXPEND BUDGETED FUNDS; APPROVING A BUDGET AMENDMENT; AND PROVIDING FOR 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 conservation properties and recreation areas for sports activities, family gatherings and community events; and

WHEREAS, Founders Park is the center of the Village's park system offering a full suite of amenities for residents and visitors; and

WHEREAS, the Village has made significant improvements and constructed amenities in the park and makes changes to the amenities from time to time based upon the popularity of specific activities; and

WHEREAS, on March 12, 2024, the Village Council gave direction to seek the services of a demonstrated professional park planning specialist or consulting firm to create a Master Plan for Founders Park (the "Project"); and

WHEREAS, the Village prepared and advertised Request for Proposals ("RFP") 24-09 to solicit proposals from qualified consultants and consulting firms to complete the Project; and

WHEREAS, RFP 24-09 was issued in accordance with Sec. 2-327(b) and (c)(4) of the Village's Purchasing Guidelines in the Village Code of Ordinances; and

WHEREAS, the Village received four (4) proposal in response to RFP 24-09; and

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

WHEREAS, the Committee reviewed the four proposals using the selection criteria detailed in RFP 23-09 and recommends selection of the highest-ranked proposer, Miller Legg, for the Project for an amount not to exceed One Hundred Seventy Five Thousand Seven Hundred Seven Fifty and 00/100 Dollars (\$175,750.00) to complete the Project; and

WHEREAS, the Village Council finds that selection and approval of entering into an Agreement with Miller Legg 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 Miller Legg 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 Miller Legg, Inc. substantially in the form attached hereto as Exhibit "1", for completion of the Project in an amount not to exceed One Hundred Seventy Five Thousand Seven Hundred Seven Fifty and 00/100 Dollars (\$175,750.00).

Section 4. **Execution of Agreement.** The Village Manager is authorized to execute the Agreement with Miller Legg 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. **Approval of a Budget Amendment.** The Village Council approves a budget amendment in the Parks and Recreation General Fund in the amount of One Hundred Seventy Five Thousand Seven Hundred Seven Fifty and 00/100 Dollars (\$175,750.00) for the Professional Services account.

Section 7. **Effective Date.** This Resolution shall take effect immediately upon its adoption.

**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 ON 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

MILLER LEGG & ASSOCIATES, 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 services to provide a Master Plan for Founder's Park in a timely and responsive timeframe (the "Project").

Section 1.02 On March 21, 2024, the VILLAGE issued Request for Proposals No. 24-09 for the Project, including all Exhibits and Addenda (the "RFP").

Section 1.03 On April 22, 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 its subcontractors' negligent 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 **One Hundred Seventy Five Thousand Seven Hundred and Fifty and no/100 Dollars (\$175,750.00).**

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.

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 shall indemnify and hold harmless the VILLAGE and its officers and employees from liabilities, damages, losses, and costs, including but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the CONTRACTOR and other persons employed or utilized by the CONTRACTOR, in the performance of the 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, for reasons other than the VILLAGE's breach of this Agreement, 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, upon payment to CONTRACTOR pursuant to the payment terms of this Agreement.

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: Michael D. Kroll/President
Miller Legg & Associates, Inc.
1845 NW 112 Avenue, Suite 211
Miami, FL 33172-1840
MKroll@millerlegg.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.

**[ANY CONTRACT DOCUMENTS FROM RFP SHALL BE INSERTED IN AGREEMENT
BEGINNING ON THE FOLLOWING PAGE]**

[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: _____
Robert Cole, 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: _____

Exhibit "A"
FORM OF CONTRACTOR'S PROPOSAL

Form of Agreement

Exhibit "B"

PROJECT TIMELINE

Form of Agreement



**Qualifications for
RPF #24-09**

Founder's Park Master Plan

April 22, 2024
Miller Legg #24-00106

COPY





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Request for Proposal Islamorada, Village Of Islands Founder's Park Master Plan

RFP 24-09

Miller Legg Proposal 24-00106



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1. Cover Letter

April 22, 2024

Village Clerk
Islamorada, Village of Islands
86800 Overseas Highway
Islamorada, FL 33036

RE: Founder's Parks Master Plan
RFP # 24-09/ ML #24-00106

Dear Evaluation Committee Members:

For the residents that enjoy the trails, beach, aquatic, field and court facilities, festivals, concerts and the marina at Founder's Park, Islamorada is undertaking a Master Plan to ensure the needs of these residents as well as the future recreational needs are met at Founder's Park. For that reason, Miller Legg is pleased to submit our unique qualifications to Islamorada, Village of Islands, for your Founder's Park Master Plan (MP). We are committed, eager and prepared to provide the Village with our park planning expertise, knowledge, and experience for a successful Master Plan.

The advantages of having Miller Legg collaborate with you to develop Islamorada's Founders Park Master Plan include:

✦ Our Miller Legg Team is led by the Project Management Team of Lumy Fuentes, MLA, Project Manager, Jack Kardys, MS, and Mike Kroll, RLA, FASLA. They have demonstrated success on park planning and programming, public outreach, municipal collaboration, and recreation design acumen.

✦ Jack Kardys, MS, will serve as Senior Recreational Planner. He is a Parks and Recreation Subject Matter Expert (SME) who has served as the former Director of the Miami-Dade County Parks, Recreation and Open Space Department and Past President of the NRPA.

✦ The Miller Legg Team's relevant Parks Master Planning experience and our comprehensive community engagement process will bring a truly unique perspective to the Founders Park Master Plan that considers the needs and wants of the community/stakeholders, and the fiscal and operational realities of the Village. Miller Legg's multi-disciplinary approach to Park Master Planning will ensure that the recreational, social and environmental needs of Islamorada are met.

✦ Based in South Florida since 1965, the Miller Legg Team has completed over 250 parks and planning projects. We understand how critical the Founders Park Master Plan is and we have an established Master Plan Team including 11 dedicated and available staff for the project. This Team's planning expertise paired with our sustainable park design experience will provide the Village with a Master Plan that is implementable and will meet the recreational needs for future generations.

We understand the Master Plan shall anticipate additional pickleball courts, aquatic facility modifications, School Board proposed baseball improvements, ever increasing event opportunities' impacts on adjacent neighborhoods and on-going marina/boat ramp operations.

As you will see throughout our qualifications, we clearly demonstrate our firm to be the most knowledgeable and best qualified to prepare and implement the Founder's Park Master Plan.

Some of our Similar Park Master Plan projects include:

Boca Raton North Park Master Plan
City of Tamarac East Side Parks Feasibility Study
City of Miami Sewell Park Master Plan
Manatee County Tom Bennett Park Master Plan
Boca Raton Red Reef Master Plan
Vizcaya Museum and Gardens Master Plan
City of Weston Parks and Recreation Master Plan
City of South Miami Parks and Recreation Master Plan

As requested, below are three (3) clients for whom Miller Legg has completed Master Plans within the last two (2) years.

1. Project: North Park Master Plan
Briann Harms, Executive Director
Greater Boca Raton Beach and Parks District
The Swim & Racquet Center
21618 St. Andrews Boulevard
Boca Raton, FL 33433
(561) 347-3941 / bharms@mybocaparks.org
2. Project: Weston Parks and Recreation Master Plan
Kara Petty, Director of Parks & Recreation
City of Weston
20200 Saddle Club Road
Weston, FL 33327
(954) 389-4321 / kpetty@westonfl.org
3. Project: Vizcaya Museum & Gardens Master Plan
Craig Aquart, AIA, NOMA, CMI, Principal
MC Harry Architects
2780 SW Douglas Road, Suite 302
Coral Gables, FL 33133
(305) 445-3765 / caquart@mcharry.com

As the Principal-in-Charge, I will ensure that Islamorada, Village of Islands, has the Miller Legg Team's corporate commitment of key staff and resources to meet your project budget and schedule. I am an authorized agent of the firm. Should you require any additional information, please contact me by phone at (954) 628-3651, email: mkroll@millerlegg.com, or at our office located at the address in our letterhead.

Sincerely,



Michael D. Kroll, RLA, FASLA
President

2. Company Overview

Iulemarada, Village of Islands
Beach - Playground - Picnic Area
Pavilion - Volleyball Court
Park Hours: Sunrise to Sunset

• Swim at your Own Risk • No Glass Containers • No Alcoholic Beverages • No Dogs • No Fishing • No Motor Boats/ PWC • No Open Fires • No Overnight Parking • No Camping • No Loud Music • Use Park Grills Only	• Nadar a su Propio Riesgo • No Botellas de Vidrio • No Bebidas Alcohólicas • No Perros • No Pescar • No Equipos Personales Motorizados • No Encender Fuegos • Prohibido Parquear de Noche • No Acampar • Música Alta no Permitida • Solamente se Permite Utilizar Parrillas del Parque
--	---

NO SMOKING **NO FUMAR**

2. Company Overview

Miller Legg is a statewide award-winning consulting firm that brings together the elements of planning, landscape architecture and urban design, engineering, surveying, environmental wetlands consulting, environmental engineering and geographic information systems services.

Miller Legg works successfully to improve communities and create environments for a variety of clients. Client sectors include municipal and county government such as parks and recreation departments, transportation, healthcare, education, federal and international. This offers our clients a firm of seasoned professionals who are leaders in the Florida consulting industry.

Miller Legg is attuned to unique municipal features of parks and recreation facilities such as those found in Islamorada, Village Of Islands, including active and passive park features, open space, greenways and trails, community, recreational, and neighborhood parks, as well as ADA compliance.

Miller Legg, established in 1965, has locations in Sunrise (headquarters), Miami, Port St. Lucie, and Tampa. **For Founder's Park Master Plan, we have dedicated our Parks sector Team of 11 professional staff to be assigned to the project**, as reflected in our project organizational chart in this section. They are located in our Miami, Sunrise and Tampa offices.



The firm's landscape architecture services include: parks, recreation and open space planning, commercial planning, urban design, streetscape, signage design, graphic design, planting, hardscape, irrigation, project theming, contract administration, construction observation services, plan review, horticultural consulting and arboriculture.



The firm's planning services include: land planning, comprehensive planning, community planning, development plans review, redevelopment planning, landscape architecture, urban design, parks, recreation and open space planning and design, site planning design and processing, Development of Regional Impact (DRI) studies, Land Use Plan amendments, rezoning applications, concurrency studies, due diligence studies, community relations, grant writing assistance and applications, and plat preparation and processing.



The firm's engineering services include: utilities design and modeling (such as surface water management, drainage system design, water and sanitary sewer design and permitting, and pump station design), utility coordination, traffic engineering, streets and highways design, street lighting design, pavement marking and signage design, parks and recreation design, master planning, municipal engineering, construction monitoring and full Construction Engineering Inspection (CEI) and management services.



The firm's surveying services include: land surveying such as boundary, land title, route, right-of-way, design and control, topographic, Subsurface Utility Engineering (SUE), as-built, tree, and hydrographic surveys, construction layout, Construction Engineering Inspection (CEI) surveys, field monumentation, sketches and descriptions for acquisitions and easements, and GPS data collection. In addition, we provide quantity (earthwork) surveys, condominium surveys, title document analysis, plot plans, and expert witness testimony.



The firm's environmental consulting services include: habitat assessment and restoration planning, wetlands investigations and delineations, management plans, grant writing, jurisdictional determinations, threatened and endangered species assessments and permitting, environmental due diligence, National Pollution Discharge Elimination System (NPDES) compliance, stream restoration, water quality monitoring

2. Company Overview

processing, mitigation monitoring and compliance, protected upland and tree permitting, ecosystem analysis, grant writing and floodplain analysis and re-evaluation.



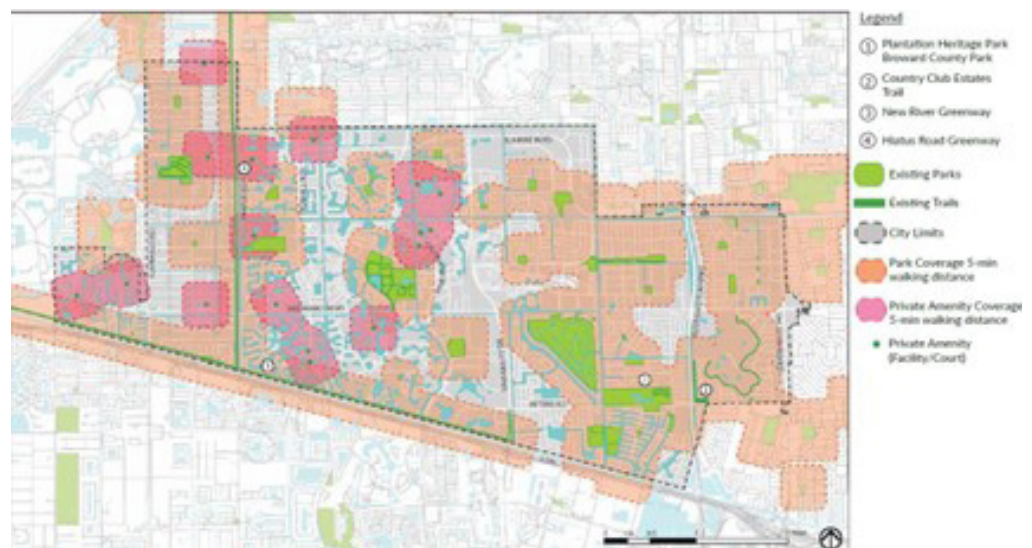
The firm's GIS consulting services include: GIS database design, data conversion and processing; GIS/GPS integration; GPS data collection and system design, map production, remote sensing application and digital image collection, environmental modeling, feasibility and implementation studies, and municipal asset management.

The firm has completed numerous municipal, county, state and federal projects ranging from neighborhood improvement and redevelopment projects, educational facilities site planning, cemeteries, neighborhood parks and golf course designs to aviation facilities, regional water and sewer utilities, streetscapes, and streets and highways.

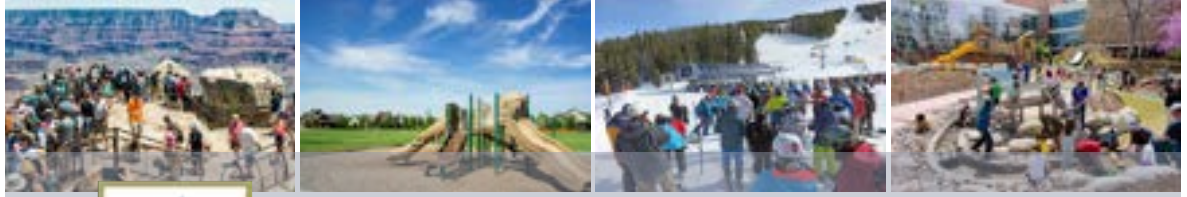
Additionally, the firm has successfully completed several thousand private sector projects including residential developments from two to 7,000 acres, industrial and office sites, hotels and theme park facilities, marinas, golf courses, hospitals and medical office complexes, commercial properties, retail shopping centers and franchise properties.

The firm has been involved with more than 200,000 acres of project design development in Florida. Our approach to each project is best characterized by a "partnering relationship". We dedicate ourselves to learning the culture of our clients, and their specific concerns, desires and needs, much like an extension of their own offices. We consistently strive to maintain time schedules and to provide factual and frequent communication.

Miller Legg prides itself on its team approach to the interdisciplinary needs unique to the project and client. We provide responsive, personalized, quality service to value-conscious private clients and select government agencies, who desire the very best in planning and design.



2. Company Overview



RRC
ASSOCIATES

www.rrcassociates.com
(303) 449-6558 | info@rrcassociates.com

RRC Associates offers services in research, planning, and economic/feasibility analysis to parks and recreation departments, local governments, public agencies, corporations, and private developers. In addition, RRC has experience with a variety of specialized recreation topics and situations and frequently works with resort communities and ski area operators, trade associations, destination marketing organizations, airports, non-profits, and others interested in recreation, tourism, and quality of life topics. The company, founded in 1983, is currently made up of 16 professionals with extensive experience and qualifications to meet the needs and challenges of recreation-oriented organizations.

The RRC team uses proven research tools to conduct quantitative and qualitative studies to support needs assessments, master plans and other specialized evaluations. Through extensive consulting work with a variety of clients, the staff at RRC is knowledgeable about best practices, industry benchmarks, market trends, and the wide range of programs and approaches that are being used by recreation and tourism organizations throughout North America.

RRC Associates strives for a pragmatic approach that balances innovation, customization, and providing proven services at a reasonable cost. The firm takes pride in our demonstrated ability to meet a project's time and budget requirements. Our firm's small size permits us to offer a very personal level of service to our clients; senior members of the firm are highly involved in every project

SERVICES OFFERED

Surveys and Market Research

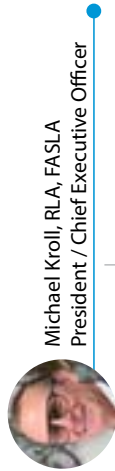
- Visitor Profile Studies
- Branding and Advertising Research
- Parks, Recreation and Open Space Surveys
- Market Studies and Strategic Analysis
- Customer/User Satisfaction Surveys
- Demographic Research
- Community Surveys/Performance Evaluations
- Site Selection Research

Special Client Services

- General Consultation
- Project Team Coordination and Management
- Financial Presentation Packages
- Public Participation Workshops
- Strategic Project Positioning

Community Planning

- Parks and Recreation Program Analysis
- Housing Needs Assessments
- Tourism Development Research
- Population and Employment Research
- Economic Development Planning
- Economic Impact Analysis
- Fiscal Impact Analysis
- Program Development and Optimization
- Project Feasibility Analysis
- Public Processing and Approvals Goals and Policy Formulation



Michael Kroll, RLA, FASLA
President / Chief Executive Officer

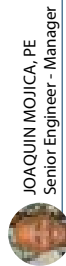


DYLAN LARSON, SWPS, CEP, GTA
Vice President / Chief Operating Officer

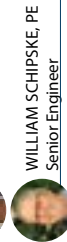


Leslie Hernandez, CPA
Vice President / Chief Financial Officer

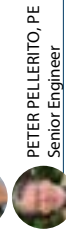
ENGINEERING



JOAQUIN MOJICA, PE
Senior Engineer - Manager



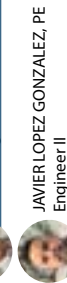
WILLIAM SCHIPSKE, PE
Senior Engineer



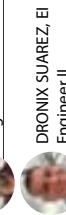
PETER PELLERITO, PE
Senior Engineer



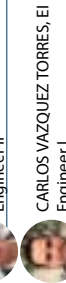
MARTIN GRINBANK
Senior Engineer



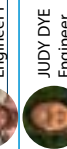
JAVIER LOPEZ GONZALEZ, PE
Engineer II



DRONIX SUAREZ, EI
Engineer II



CARLOS VAZQUEZ TORRES, EI
Engineer I



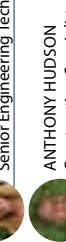
JUDY DYE
Engineer



MICHAEL DUNSHEE
CAD Manager/Senior Civil Designer



YINET JORGE
Senior Engineering Technician



ANTHONY HUDSON
Construction Specialist

ENVIRONMENTAL



WILLIAM MOHLER, CA, PWS, CLI, TRAQ
Senior Biologist



MATTHEW DANCHE, MS, CA
Biologist II



JENNIFER SHIPLEY
Environmental Scientist III



KEVIN CHASKALSON
Environmental Technician

LANDSCAPE ARCHITECTURE



BRIAN SHORE, RLA
Senior Landscape Architect - Manager



JACK KARDYS
Senior Recreation Planner



MIGUEL JUNCAL, RLA, CA
Landscape Architect II



NELSON PEREZ
Landscape Designer II



ANDREW PEREDA, MLA
Landscape Designer II



LIUDMILA FUENTES, MLA
Landscape Designer II



MICHAEL BRADLEY, MLA
Landscape Designer II



JARRED RANDALL
Landscape Designer II

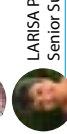


JESSICA ROMER
Landscape Technician

SURVEYING



MARTIN ROSSI, PSM
Senior Surveyor - Manager



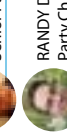
LARISA PODOLSKAYA, CST I
Senior Survey Specialist



SANDRO ELVIR, CST I
Surveyor



TRACY BLOUNT
Senior Party Chief



RANDY DRIGGERS
Party Chief



MARIO PLA LOSADO
Instrument Operator



REYMON FUENTES
Instrument Operator

BUSINESS DEVELOPMENT



CARA PASQUALE
Director of Business Development



KATHIE BRENNAN, CPSM
Senior Business Development Specialist



SHERRY RINI
Senior Business Development Specialist

ACCOUNTING



DONNA DE LUCIA
Project Accountant II

ST. LUCIE OFFICE

MIAMI OFFICE

TAMPA OFFICE

GAINESVILLE OFFICE

2. Company Overview

2. Company Overview



LIUDMILA FUENTES, MLA
Project Manager

MICHAEL KROLL, RLA, FASLA
Principal-in-Charge

MILLER LEGG

PRIMARY RESPONSIBILITIES:

Inventory Analysis
Level of Service
Public Involvement
Site Analysis
Needs Assessment
Community Outreach
Project Webpage
Trends Analysis
Program Analysis
Level of Service
GIS-based Mapping/Data
Capital Recommendations and Costing
Draft and Final Feasibility Study Documents

JACK KARDYS, MS
Senior Recreation Planner

LIUDMILA FUENTES, MLA
Recreation Planner / Public Outreach

MIGUEL JUNCAL, RLA, CA
Recreation Planner / Landscape Architect

MICHAEL BRADLEY, MLA
Recreation Planner

ANDREW PEREDA, MLA
Landscape / Irrigation Designer

JESSICA ROMER
Recreation Planner

BRIAN SHORE, RLA
Landscape Architect / Planner

DYLAN LARSON, SPWS, CEP, GTA
Sustainability Principal

JENNIFER SHIPLEY
Planning Technician

WILLIAM MOHLER, CA, PWS, CLI
GIS Specialist



OPTIONAL SERVICES
Survey Design & Implementation
Economic and Feasibility Planning
Recreational Market Research
Strategic Analysis
Policy Formulation

KAILYN HASKOVEC
Associate

ETHAN ADAMS
Associate

KARA SNAWDER
Senior Data Analyst

Miller Legg Project Organizational Chart

2. Company Overview



Years of Experience: 39

Years With the Firm: 37

Registrations & Certifications:

Registered Landscape Architect, FL,
1989

Fellow American Society of Landscape
Architects, 2014

Education:

Bachelor of Landscape Architecture,
Landscape Architecture
University of Florida, 1986

Graduate Studies, Urban and Regional
Planning
Florida State University, 1989

Professional and Civic Activities:

Member, Florida Recreation and Parks
Association

Michael Kroll, RLA, FASLA

Principal-in-Charge

Relevant Project Experience:

Greater Boca Raton Beach and Parks District North Park Master Plan - Miller Legg prepared a Master Plan for North Park which reflected the District's desire to provide a diverse recreational amenity at this 212-acre property for City residents while considering the specific desires and concerns of the adjacent residential communities. The Plan addressed North Park's future facilities, uses, programs, operation, maintenance and funding and recommended Park modifications, improvements, enhancements and additional uses. Recreational elements included passive park facilities (trails, walking paths, open fields/areas), golf course/facilities, active park uses (playgrounds, tennis courts, sport courts, aquatics), community center/facilities and potential revenue-generating opportunities. Miller Legg is currently preparing the design documents for North Park.

City of Weston Parks & Recreation Master Plan - Miller Legg developed a Parks and Recreation Plan (PRMP) which incorporated recommendations for provision of future facilities programs and services, land acquisition and development, maintenance, operations and management. A master-planned 27-square-mile community of 68,000 residents in Broward County, Weston had 242 open space and park acres and 16 existing parks offering a variety of recreational and athletic amenities and activities. The Master Plan components included Department Mission Vision and Objectives, Community Inventory and Assessment, Needs Assessment, Level of Service Standards, Parks and Recreation Strategic Plan, Recreation Trends Analysis, Recreation Programming Plan, ADA Transition Plan, Community Relations and Marketing Plan,

Community Health and Environmental Responsibility Plan.

Vizcaya Museum & Gardens Master Plan Refinement - Located on Biscayne Bay in Miami, Vizcaya is the 50-acre historical Villa and gardens of industrialist James Deering and is designated as a National Historic Landmark. Miller Legg was the landscape architect and traffic/transportation consultant for the Vizcaya Museum and Gardens Master Plan refinement. The Master Plan refinement focused on the entire Vizcaya property, especially the integration of Vizcaya Village into the educational and historical guest experience, incorporating historical agrarian and horticultural aspects of the Vizcaya Village into the guest experience. Miller Legg collaborated with Quinn Evans Architects and MC Harry Architects for Miami-Dade County and the Vizcaya Museum and Gardens Trust. Additional services are currently being provided for the casino mound and grottos.

Additional Relevant Experience:

City of Miami Sewell Park Master Plan

Manatee County Tom Bennett Park Master Plan

Boca Raton Red Reef Master Plan

City of Plantation Parks & Recreation Master Plan

City of Tamarac East Side Parks Feasibility Study

City of Palm Coast/Flagler County Parks and Recreation Master Plan

City of Homestead Biscayne Everglades Trail Western Expansion Feasibility Study

City of Miramar Park Master Plan

City of South Miami Parks and Recreation Master Plan

Professional Experience:

During his extensive career, Mr. Kroll has been actively involved in projects ranging from parks master plans to large scale habitat restoration and international urban redevelopment projects.

Mr. Kroll's diverse professional experience has led to projects that successfully integrate environmental, planning and landscape architectural services. Under his leadership, Miller Legg develops project solutions that respond to the natural environment, respect the social fabric and create sustainable aesthetic spaces.



2. Company Overview



Years of Experience: 7

Years With the Firm: 6

Registrations & Certifications:

FDOT Intermediate Maintenance of Traffic, FL, 2015

Education:

Master of Landscape Architecture
Florida International University,
2018

Bachelor of Urban Design
Florida Atlantic University, 2014

Continuing Education:

Crime Prevention Through
Environmental Design Practitioner
Seminar, 2013

Professional and Civic Activities:

Member, Florida Recreation and Parks
Association

Liudmila Fuentes, MLA

Project Manager

Relevant Project Experience:

Greater Boca Raton Beach and Parks

District North Park Master Plan - Miller Legg prepared a Master Plan for North Park which reflected the District's desire to provide a diverse recreational amenity at this 212-acre property for City residents while considering the specific desires and concerns of the adjacent residential communities. The Plan addressed North Park's future facilities, uses, programs, operation, maintenance and funding and recommended Park modifications, improvements, enhancements and additional uses. Recreational elements included passive park facilities (trails, walking paths, open fields/areas), golf course/facilities, active park uses (playgrounds, tennis courts, sport courts, aquatics), community center/facilities and potential revenue-generating opportunities. Miller Legg is currently preparing the design documents for North Park.

City of Weston Parks & Recreation

Master Plan - Miller Legg developed a PRMP which incorporated recommendations for provision of future facilities programs and services, land acquisition and development, maintenance, operations and management. A master-planned 27-square-mile community of 68,000 residents in Broward County, Weston had 242 open space and park acres and 16 existing parks offering a variety of recreational and athletic amenities and activities. The Master Plan components included Department Mission Vision and Objectives, Community Inventory and Assessment, Needs Assessment, Level of Service Standards, Parks and Recreation Strategic Plan, Recreation Trends Analysis, Recreation Programming Plan, ADA Transition Plan, Community Relations and

Marketing Plan, Community Health and Environmental Responsibility Plan.

City of Plantation Parks & Recreation

Master Plan - Miller Legg prepared the City's first PRMP. The firm provided comprehensive recreation planning based on research of existing facilities and programs, recreation opportunities and needs analyses specific to City of Plantation demographics to develop programming, budget and operational needs for a 10-year horizon. Public Outreach to effectively gather and disseminate information during Plan development was an important focus of the project. Public workshops assisted in determining community recreation needs and desires. Recreation sites were reviewed, along with future expansion opportunities to accommodate program requirements. The final Master Plan included a 10-year capital improvement plan for the implementation of proposed Plan improvements.

City of Tamarac East Side Parks

Feasibility Study - The Miller Legg team conducted a needs assessment and feasibility study containing exhibits, graphics and renderings to address potential new recreation facilities in the eastern portion of Tamarac. The scope included comprehensive recreation planning based on research of existing facilities and programs, recreation opportunities and a needs assessment specific to the study area demographics to develop programming, budget, operational needs and an analysis of funding opportunities for the proposed improvements.

Additional Relevant Experience:

**City of Palm Coast/Flagler County
Parks and Recreation Master Plan**

**City of Oakland Park Parks Master
Plan Update**

Professional Experience:

Lumy is a Project Manager leading the firm's Parks and Recreation Master Planning, and active and passive park design.

In addition to municipal and county parks and recreation planning and design, other public sector clients include county agencies and the Florida Department of Transportation for landscape and hardscape design.



2. Company Overview



Years of Experience: 43
Years With the Firm: 1

Registrations & Certifications:
Human Resource Management Certificate
Strategic Planning Certificate
Driving Government Performance

Education:
Master of Science, Management
St. Thomas University, 2001
Bachelor of Arts, Sports Administration
St. Thomas University, 1982

Publications & Presentations:
Adjunct Professor, FIU, Organizational Behavior/Mngmt, Recreation Programming, Svcs Marketing, 2001 to 2007
Chairman of the Sports Facility Development Committee, MDSC, 2007 to 2015
Executive Board Member, Miami-Dade Sports Commission (MDSC), 2007 to 2015
Instructor, Florida Recreation and Park Association, Joe Abraham Leadership Academy, 2008 to Present
Public Realm Master Planning presentations in Amsterdam, Netherlands, Keynote Speaker, 2015 and 2016

Affiliations:
Chairman of the Board, National Recreation and Park Association (NRPA), September 2018 - September 2020.

Jack Kardys, MS

Senior Recreation Planner

Professional Experience:

Mr. Kardys joined Miller Legg as a Project Manager and Senior Recreation Planner for the firm's parks and recreational projects. He is a parks and recreation Subject Matter Expert (SME), having earned numerous awards that recognize his leadership and achievements. He was Director of the Miami-Dade Parks, Recreation and Open Space (PROS) Department for 10 years, as well as serving in other capacities including Assistant Director for Operations and Region Manager. He is a Past Chairman of the Board of the National Recreation and Parks Association (NRPA) and has been involved with the Florida Recreation and Parks Association (FRPA), including multiple times as a speaker / panelist at the annual conferences.

He was selected as a 2022 Legend by the American Academy for Parks and Recreation Administration (AAPRA), which recognizes distinguished administrators, educators, citizen advocates and policy makers who have made outstanding contributions to the field of Parks and Recreation.

Relevant Project Experience:

- Winter Haven Master Plan Operations and Maintenance Analysis
- FRPA P3 Youth Sports and Community Recreation Standards and Strategic Planning
- Doral, FL Recreation Program Planning (phase 1)
- Monroe County Parks and Beaches Strategic Planning/Opportunities Analysis
- Miami-Dade Marina Business Planning and WRAP Implementation (phase 2)
- Plan Z for Miami P3 Consortium
- City of Las Vegas Operations and Maintenance Plan

- Tamarac, FL Park Foundation Strategic Plan
- Tamarac Recreation Program CAPRA Training
- Miami-Dade Human Capital Leadership Training Program Plan
- Park Foundation of Miami-Dade Dedicated Funding Initiative
- John Pennekamp Foundation Strategic Plan
- Doral, FL Organizational & Process Review and CAPRA Accreditation
- Miami-Dade Recreation Plan Implementation Program
- Monroe County, FL Rowell's Waterfront Park Master Plan
- Miami-Dade Facility Maintenance Implementation Program
- Philadelphia, Pa Recreation Program Plan
- Florida Inland Waterways District and Miami-Dade Waterfront Recreation Access Plan (WRAP)
- Atlanta, Ga ULI Technical Assistance Panel for DDA "The Stitch"
- Park and Open Space Systems Master Plan adopted by the Board of County Commissioners and Miami Dade County School Board in 2008.
- Responsible for \$461,571,000 in 478 Capital Construction Projects with \$264,900,000 completed and \$196,671,000 in progress between 2007 and 2016.

Noteworthy Accomplishments:

- Chairman of the Board of the National Recreation and Park Association (NRPA), September 2018 - September 2020. Accomplishments included:
- 5-year Strategic Plan
 - Hiring new CEO
 - Established Diversity, Equity and Inclusion Task Force / strategic initiatives
 - LWCF Great Outdoors Act signed into law

2. Company Overview



Years of Experience: 20

Years With the Firm: 15

Registrations & Certifications:

Registered Landscape Architect, FL,
2014

Certified Arborist, FL, 2018

FDOT Intermediate Maintenance of
Traffic, FL, 2019

Education:

Bachelor of Landscape Architecture,
Minor in Environmental Sciences
University of Florida, 2004

Continuing Education:

FDOT LAP Training Certificate, 2018

FDOT Specifications Package
Preparation Training Certificate,
2017

RainBird Landscape Irrigation Design
Process Certificate, 2018

Professional & Civic Activities:

Member, American Society of
Landscape Architects

Member, International Society of
Arboriculture

Miguel Juncal, RLA, CA

Recreation Planner / Landscape Architect

residential and commercial projects. Certified Arborist services include tree species identification and inventories, tree surveys and canopy mapping, destroyed/damaged tree assessments, tree value estimates, tree grading, tree species selection for planting, mangrove trimming oversight and tree permitting.

Relevant Project Experience:

Vizcaya Museum & Gardens Master Plan Refinement - Located on Biscayne Bay in Miami, Vizcaya is the 50-acre historical Villa and gardens of industrialist James Deering and is designated as a National Historic Landmark. Miller Legg was the landscape architect and traffic/transportation consultant for the Vizcaya Museum and Gardens Master Plan refinement. The Master Plan refinement focused on the entire Vizcaya property, especially the integration of Vizcaya Village into the educational and historical guest experience, incorporating historical agrarian and horticultural aspects of the Vizcaya Village into the guest experience. Miller Legg collaborated with Quinn Evans Architects and MC Harry Architects for Miami-Dade County and the Vizcaya Museum and Gardens Trust. Additional services are currently being provided for the casino mound and grottos.

City of Miami E.G. Sewell Park Master Plan – Miller Legg is providing program development, pre-design, master planning design, public involvement workshops, construction documents and construction administration services for the 10.33- acre park on the Miami River. Park elements include passive walkways through park and preserve areas, pavilions, an eco-trail, baywalk, hardscape, floating docks, kayak launch, seawall/living shoreline,

wayfinding and historical information signage.

City of Miami Gardens Rolling Oaks Regional Park - Providing civil engineering, landscape architecture, surveying and SUE services for renovation of this Regional Park including a recreation building, renovated restroom facilities, expansion of walking trail with lighting, distance marker, and exercise stations, new pavilions, new parking lot, refurbished basketball and tennis courts, new fencing, new shaded playgrounds, new landscaping and irrigation, addition of horseshoe pits, sand volleyball, mini golf and splashpad.

City of Coral Gables Cooper and Moore Parks - Miller Legg is providing landscape architecture and civil engineering services for improvements to the Cooper and Moore Parks in Miami. Our scope includes schematic park design and tree assessment, landscape architecture design, irrigation design, site civil design and photometric lighting plan. Miller Legg will also provide community outreach, bidding assistance and construction administration. Design improvements to the Parks include lighting infrastructure for security and holiday lights, a new playground with play equipment for various ages, fitness equipment, and drinking fountains. With these Parks on separate parcels of land, specific design attention was critical in tying the Parks spaces together with new walkways, a unifying buffer wall, and revamping Park signage and wayfinding.

Additional Relevant Experience:

City of Miami Armbrister Park Community Center

City of Miami Morningside Park Tennis Center

Professional Experience:

Mr. Juncal is a Landscape Architect and Certified Arborist focused on a variety of public and private landscape architecture projects including active and passive park landscape design, higher educational facilities, roadway landscaping and irrigation, as well as



2. Company Overview



Years of Experience: 5
Years With the Firm: 4

Registrations & Certifications:

Registered Landscape Architect, FL, 2023

Education:

Master of Landscape Architecture
Florida International University, 2019
Bachelor of Arts, Religion; Minor in
Education
Florida State University, 2014

Professional Experience:

Mr. Bradley is a Recreation Planner and Landscape Architect supporting the firm's projects including municipal parks and recreation master plans, park landscape, hardscape and irrigation design, educational facilities as well as streetscape for the Florida Department of Transportation.

Relevant Project Experience:

Greater Boca Raton Beach and Parks District North Park Master Plan - Miller Legg prepared a Master Plan for North Park which reflected the District's desire to provide a diverse recreational amenity at this 212-acre property for City residents while considering the specific desires and concerns of the adjacent residential communities. The Plan addressed North Park's future facilities, uses, programs, operation, maintenance and funding and recommended Park modifications, improvements, enhancements and

Michael Bradley, RLA

Recreation Planner

additional uses. Recreational elements included passive park facilities (trails, walking paths, open fields/areas), golf course/facilities, active park uses (playgrounds, tennis courts, sport courts, aquatics), community center/facilities and potential revenue-generating opportunities. Miller Legg is currently preparing the design documents for North Park.

City of Miami E.G. Sewell Park Master Plan - Miller Legg is providing program development, pre-design, master planning design including public involvement workshops, construction documents and construction administration services for Sewell Park. The open passive Park elements include passive walkways and preserve areas, pavilions, an eco-trail, baywalk, hardscape, floating docks, kayak launch, seawall/living shoreline, wayfinding and historical information signage. The scope includes landscape architecture, irrigation, civil engineering, topographical surveying, SUE, certified arborist, structural, electrical and geotechnical engineering, archeological, permitting, bidding assistance and limited construction administration. Miller Legg will also conduct a Bonneted Bat survey and perform a bathymetric survey for the seawall component. The firm is assisting the City to gather community stakeholder input during the design process.

City of Plantation Parks & Recreation Master Plan - Miller Legg prepared the first Plantation Parks and Recreation Master Plan. The firm provided comprehensive recreation planning based upon research of existing facilities and programs, recreation opportunities and needs analyses specific to City of Plantation demographics to develop programming, budget and operational

needs for a 10-year horizon. Public Outreach to effectively gather and disseminate information during Plan development was an important focus of the project. Public workshops assisted in determining community recreation needs and desires. Recreation sites were reviewed, along with future expansion opportunities to accommodate program requirements. The final Master Plan included a 10-year capital improvement plan for the implementation of proposed Plan improvements.

Vizcaya Museum & Gardens Master Plan Refinement - Located on Biscayne Bay in Miami, Vizcaya is the 50-acre historical Villa and gardens of industrialist James Deering and is designated as a National Historic Landmark. Miller Legg was the landscape architect and traffic/transportation consultant for the Vizcaya Museum and Gardens Master Plan refinement. The Master Plan refinement focused on the entire Vizcaya property, especially the integration of Vizcaya Village into the educational and historical guest experience, incorporating historical agrarian and horticultural aspects of the Vizcaya Village into the guest experience. Miller Legg collaborated with Quinn Evans Architects and MC Harry Architects for Miami-Dade County and the Vizcaya Museum and Gardens Trust. Additional services are currently being provided for the casino mound and grottos.

Additional Relevant Experience:

- City of Weston Parks & Recreation Master Plan
- City of Homestead Biscayne Everglades Trail Western Expansion Feasibility Study

2. Company Overview



Years of Experience: 9

Years With the Firm: 8

Registrations & Certifications:

FDOT Intermediate Maintenance of Traffic, FL, 2022

Education:

Master of Landscape Architecture
Florida International University, 2015

Associate in Arts
Miami Dade College, 2012

Professional Experience:

Mr. Pereda is a Landscape / Irrigation Designer responsible for public and private landscape architectural and irrigation design projects including active and passive park landscape design and roadway landscaping and irrigation projects.

Prior to joining Miller Legg, he was with a local landscape architectural firm for one year as a Landscape Designer.

Relevant Project Experience:

Greater Boca Raton Beach and Parks District North Park Master Plan - Miller Legg prepared a Master Plan for North Park which reflected the District's desire to provide a diverse recreational amenity at this 212-acre property for

Andrew Pereda, MLA

Landscape / Irrigation Designer

City residents while considering the specific desires and concerns of the adjacent residential communities. The Plan addressed North Park's future facilities, uses, programs, operation, maintenance and funding and recommended Park modifications, improvements, enhancements and additional uses. Recreational elements included passive park facilities (trails, walking paths, open fields/areas), golf course/facilities, active park uses (playgrounds, tennis courts, sport courts, aquatics), community center/facilities and potential revenue-generating opportunities. Miller Legg is currently preparing the design documents for North Park.

Vizcaya Museum & Gardens Master Plan Refinement - Located on Biscayne Bay in Miami, Vizcaya is the 50-acre historical Villa and gardens of industrialist James Deering and is designated as a National Historic Landmark. Miller Legg was the landscape architect and traffic/transportation consultant for the Vizcaya Museum and Gardens Master Plan refinement. The Master Plan refinement focused on the entire Vizcaya property, especially the integration of Vizcaya Village into the educational and historical guest experience, incorporating historical agrarian and horticultural aspects of the Vizcaya Village into the guest experience. Miller Legg collaborated with Quinn Evans Architects and MC Harry Architects for Miami-Dade County and the Vizcaya Museum and Gardens Trust. Additional services are currently being provided for the casino mound and grottos.

City of Weston Parks and Recreation Master Plan - Miller Legg developed a municipal parks and recreation plan (PRMP) which incorporated recommendations for provision of

future facilities programs and services, land acquisition and development, maintenance, operations and management. A master-planned 27-square-mile community of 68,000 residents in Broward County, Weston had 242 open space and park acres and 16 existing parks offering a variety of recreational and athletic amenities and activities. The Master Plan components included Department Mission Vision and Objectives, Community Inventory and Assessment, Needs Assessment, Level of Service Standards, Parks and Recreation Strategic Plan, Recreation Trends Analysis, Recreation Programming Plan, ADA Transition Plan, Community Relations and Marketing Plan, Community Health and Environmental Responsibility Plan.

City of Coral Gables Cooper and Moore Parks - Miller Legg is providing landscape architecture and civil engineering services for improvements to the Cooper and Moore Parks in Miami. Our scope includes schematic park design and tree assessment, landscape architecture design, irrigation design, site civil design and photometric lighting plan. Miller Legg will also provide community outreach, bidding assistance and construction administration. Design improvements to the Parks include lighting infrastructure for security and holiday lights, a new playground with play equipment for various ages, fitness equipment, and drinking fountains. With these Parks on separate parcels of land, specific design attention was critical in tying the Parks spaces together with new walkways, a unifying buffer wall, and revamping Park signage and wayfinding.

Additional Relevant Experience:

City of Miami E.G. Sewell Park Master Plan

Oakland Park Wag Dog Park

2. Company Overview



Years of Experience: 2

Years With the Firm: 2

Education:

Bachelor of Landscape Architecture,
Landscape Architecture, Minor in
Sustainability & Built Environment
University of Florida, 2023

Professional & Civic Activities:

Associate Member, American Society
of Landscape Architects

Professional Experience:

Ms. Romer is a Recreation Planner and Landscape Designer supporting the firm's projects including those in the public sector such as South Florida municipalities and FDOT. Her experience includes landscape design, parks master planning and hardscape design.

Jessica Romer

Recreation Planner / Landscape Designer

Relevant Project Experience:

City of Weston Parks and Recreation

Master Plan - Miller Legg developed a PRMP which incorporated recommendations for provision of future facilities programs and services, land acquisition and development, maintenance, operations and management. A master-planned 27-square-mile community of 68,000 residents in Broward County, Weston had 242 open space and park acres and 16 existing parks offering a variety of recreational and athletic amenities and activities. The Master Plan components included Department Mission Vision and Objectives, Community Inventory and Assessment, Needs Assessment, Level of Service Standards, Parks and Recreation Strategic Plan, Recreation Trends Analysis, Recreation Programming Plan, ADA Transition Plan, Community Relations and Marketing Plan, Community Health and Environmental Responsibility Plan.

Greater Boca Raton Beach and Parks

District North Master Plan - Miller Legg prepared a Master Plan for North Park which reflected the District's desire to provide a diverse recreational amenity at this 212-acre property for City residents while considering the specific desires and concerns of the adjacent residential communities. The Plan addressed North Park's future facilities, uses, programs, operation, maintenance and funding and recommended Park modifications, improvements, enhancements and additional uses. Recreational elements included passive park facilities (trails, walking paths, open fields/areas), golf course/facilities, active park uses (playgrounds, tennis courts, sport courts, aquatics), community center/facilities and potential revenue-generating opportunities. Miller Legg is

currently preparing the design documents for North Park.

City of Coral Gables Cooper and Moore

Parks - Under our continuing services contract with the City of Coral Gables, Miller Legg is providing landscape architecture and civil engineering services for the improvements to the Cooper and Moore Parks. Our scope includes schematic park design and tree assessment, landscape architecture design, irrigation design, site civil design and photometric lighting plan. Miller Legg will also provide community outreach, bidding assistance and construction administration. Design improvements to the parks include lighting infrastructure for security and holiday lights, a new playground with play equipment for various ages, fitness equipment, and drinking fountains. With these Parks on separate parcels of land, specific design attention was critical in tying the Parks spaces together with new walkways, a unifying buffer wall, and revamping Park signage and wayfinding.

Town of Davie Judy Paul Farm Park at Governor Leroy Collins Grounds

- The first phase of the Farm Park consists of 20-acres of development including an educational center, riding arena, stables, farmers market and playground. The Park is being built to preserve the rural lifestyle of Davie. Miller Legg is providing civil engineering, surveying, landscape architecture, and environmental services as part of the MC Harry team. The landscape architecture scope includes planting design, irrigation design and pedestrian and equestrian trails.

2. Company Overview



Years of Experience: 24
Years With the Firm: 24

Registrations & Certifications:

Registered Landscape Architect, FL,
2005
FDOT Intermediate Maintenance of
Traffic, FL, 2013

Education:

Bachelor of Science, Landscape
Architecture
North Carolina A&T State
University, 2000

Continuing Education:

Eminent Domain for Landscape
Architects, 2013
FDOT Landscape Highway Seminar,
2005, 2006, 2008 and 2013
FDOT Plan Reviewer's Workshop,
November 2006 and November
2007
FDOT Specifications Package
Preparation Training Certificate,
2016
Irrigation: The End to Water Waste in
Landscapes 2013
LAP Project Inception to Notice to
Proceed, October 2007

Professional Experience:

Mr. Shore has significant experience in landscape architectural design, landscape construction services and planning for a variety of public and private projects.

Brian Shore, RLA

Landscape Architect / Planner

Specialties include landscape, hardscape, and irrigation design services for all aspects of active and passive park design, health-care campuses, as well as streetscape and roadway projects including the FDOT. Other experience includes various residential and commercial projects. Mr. Shore is a Senior Associate of the firm.

Relevant Project Experience:

City of South Miami Parks and Recreation Master Plan - Miller Legg prepared the first City of South Miami Parks and Recreation Master Plan. The professional services for this Master Plan included comprehensive planning, recreation planning, significant maintenance planning, landscape architecture, and public outreach services. To develop programming, budget, and operational needs for a 10-year horizon, our team researched existing facilities and recreation opportunities, and needs analyses specific to South Miami demographics. Public outreach services included a public online survey, multiple public presentations and workshops.

City of Oakland Park Parks & Recreation Master Plan - Miller Legg was the City of Oakland Park's Planning and Design consultant responsible for preparing a 20-year Master Plan for its city-wide Recreation Programs and Parks. This City of 44,000 residents has a system of 24-parks and recreation facilities with a staff of 45 responsible for maintenance and management. Miller Legg prepared a Master Plan with an implementation approach which will take the City to the year 2030 in updates to the recreation element of the comprehensive plan and physical development of many new parks while systematically updating the existing inventory. This project approach

included development of an inventory of existing facilities and resources, creation of a customized web site for communication with the public, inventorying existing residents and community stakeholders, development of physical plans, and establishment of budgets and schedules for implementation over a 5-10-20 year time frame. The entire project required six workshops, interviews with all public officials and current City Commissioners in order to establish support for adoption of the plan within a 12-month time frame.

City of Tamarac East Side Parks Feasibility Study - The Miller Legg team conducted a needs assessment and feasibility study containing exhibits, graphics and renderings to address potential new recreation facilities in the eastern portion of Tamarac. The scope included comprehensive recreation planning based on research of existing facilities and programs, recreation opportunities and a needs assessment specific to the study area demographics to develop programming, budget, operational needs and an analysis of funding opportunities for the proposed improvements.

Additional Relevant Experience:

- City of Tamarac Landscape Master Plan Update
- City of Sunny Isles Beach Pelican Community Park
- City of Coconut Creek Oak Trails Park Improvements
- Lauderhill Sports Park
- City of Delray Beach Pompey Park Community Center and Campus Design
- City of Lauderdale Lakes C-13 Western Greenway
- Village of Wellington Park Gymnasium

2. Company Overview



Years of Experience: 21

Years With the Firm: 21

Registrations & Certifications:

FDEP Qualified Stormwater
Management Inspector, FL, 2011

Education:

Bachelor of Arts, Geology
Hartwick College, 1993

Continuing Education:

FDOT LAP Certification Webinar, 2015

Jennifer Shipley

Planning Technician

Relevant Project Experience:

City of Plantation Parks & Recreation Master Plan - Miller Legg prepared the first Plantation Parks and Recreation Master Plan. The firm provided comprehensive recreation planning based upon research of existing facilities and programs, recreation opportunities and needs analyses specific to City of Plantation demographics to develop programming, budget and operational needs for a 10-year horizon. Public Outreach to effectively gather and disseminate information during Plan development was an important focus of the project. Public workshops assisted in determining community recreation needs and desires. Recreation sites were reviewed, along with future expansion opportunities to accommodate program requirements. The final Master Plan included a 10-year capital improvement plan for the implementation of proposed Plan improvements.

City of Miramar Master Park Plan - The update of the City's Master Park Plan involves significant research to update the existing data. Future recreational needs through the year 2020 are outlined in this report. Additional information prepared for this project includes demographics, geographic information systems (GIS) maps, resident needs surveys, agency coordination, and public workshops.

City of Homestead Biscayne-Everglades Greenway Trail - For this 3.2 mile, 12-foot-wide Biscayne Everglades Greenway shared-use trail project, Miller Legg provided landscape architectural, engineering, surveying and environmental service including preparation of FDOT-approved construction documents, design of regulatory and wayfinding signs,

pavement markings, safe pedestrian push button crossing and necessary drainage within the C-103 Canal. The scope was based upon a 2017 Florida Shared-use Non-Motorized Trail Agreement between the City of Homestead and FDOT.

Monterra Greenway and Bike Path -

Designed the greenway/park with a one mile bike trail within the 27 acres of the FPL easement that bisects the Monterra property as part of the Broward County Greenway System. The firm routed the recreational trail/bike trail, lay-out of fitness stations, tot-lots, shade structures and multi-use courts, parking and access to the trail, security fencing and access gates and landscaping. Planting and irrigation plans, along with miscellaneous hardscape design, were provided. The greenway and bike path connected to each of the residential and commercial phases of the Monterra development.

Broward County Convention Center Master Plan - Broward County

developed a Master Plan for future expansion of the Convention Center including the addition of a hotel, urban park/open space development and associated parking structure(s) on a 44-acre site that lies within the City limits of Fort Lauderdale, adjacent to Port Everglades. Miller Legg assisted with master plan services including site analysis and feasibility study, site access and circulation plan including a preliminary traffic mitigation plan, conceptual on-site and off-site parking options study, and participation in community forums and workshop outreach meetings, as well as preparation of the community report.

Additional Relevant Experience:

Plantation Parks Wetlands Project
Doral Glades Park Boardwalk and Wetland Preserve

Professional Experience:

Ms. Shipley is a Planning Technician responsible for research and integrating research into master plans, connectivity, demographics, budgets, children's park programming, as well as a thorough understanding of regulatory permitting. In addition, her experience includes environmental components such as wetland determination and delineation, wetland mitigation design and monitoring, threatened and endangered species surveys and assessments, benthic surveys, coral, seagrass, and mangrove surveys and monitoring.

2. Company Overview



Years of Experience: 30

Years With the Firm: 29

Registrations & Certifications:

Professional Wetland Scientist, 1999
Certified Landscape Inspector, FL, 2013
Authorized Gopher Tortoise Agent, FL, 2012

Wetland Delineation Certification, 1995
Certified Environmental Professional, 2004

Education:

Bachelor of Science, Biology and
Business Administration
University of Wisconsin - Stevens
Point, 1994
Master of Business Administration
Nova Southeastern University, 1998

Professional Experience:

Mr. Larson has significant experience in sustainable environmental consulting in Florida and is responsible for overseeing and performing studies and investigations on biological and ecological impacts affecting the firm's projects. This includes field evaluations, assessments, recommendations and report writing.

Dylan has established himself as a valuable leader and team member on a variety of the firm's projects that have involved environmental issues. Specific responsibilities include: wetland jurisdictional determination, dredge

Dylan Larson, SPWS, CEP, GTA

Sustainability Principal

and fill permitting, wetland mitigation design, mitigation monitoring, recommendations for maintenance procedures, coordination and oversight of environmental GIS applications, and assistance with plan preparations and mitigation. In addition, Dylan is a Principal and member of the firm's Leadership Council.

Relevant Project Experience:

Boca Raton Red Reef Park Master Plan Update

- Miller Legg prepared a revised Master Plan, Report and Recommendations for Red Reef Park, which included the unique Gumbo Limbo Nature Center. The Master Plan addressed the Park's 67 acres of existing facilities, structures, uses and demands, as well as operation and maintenance procedures, and recommended suitable modifications, improvements, enhancements, and additional potential uses. In addition, the Master Plan included opinions of probable costs for recommended capital improvements, modifications, repairs, renovations or operational maintenance recommendations. Items of the facilities analyzed included buildings, pavements, sidewalks, landscaping, boardwalks, dune crossovers, lifeguard facilities, parking control systems and all related infrastructure. Some tasks were required due to normal deterioration, while others were the result of aesthetic considerations or requirements to maintain existing levels of service. Miller Legg reviewed and evaluated comments, suggestions and directions from the City of Boca Raton staff and public service groups such as the Friends of Gumbo Limbo.

Broward County Convention Center

Master Plan - Broward County developed a Master Plan for future expansion of the Convention Center

including the addition of a hotel, urban park/open space development and associated parking structure(s) on a 44-acre site that lies within the City limits of Fort Lauderdale, adjacent to Port Everglades. Miller Legg assisted with master plan services including site analysis and feasibility study, site access and circulation plan including a preliminary traffic mitigation plan, conceptual on-site and off-site parking options study, and participation in community forums and workshop outreach meetings, as well as preparation of the community report.

Plantation Preserve - This 213-acre project involved the design of an Audubon-certified par 72 championship golf course incorporating a 1.5-mile linear trail recreational component within the center of the proposed golf course, as well as 1,000 feet of entrance roadway relocated for SW 70th Avenue from SR 842/Broward Boulevard.

Funding for this project was secured through the Florida Communities Trust (FCT), the Broward County Open Space Fund and the sale of on-site created wetland credits. Services Miller Legg provided included: overall project management as well as *site master planning*, wetland mitigation design and environmental permitting, surveying, landscape architecture, engineering services, stormwater management, flora and fauna evaluation, archaeological coordination and construction services.

Additional Relevant Experience:

- City of Lauderdale Lakes C-13 Pedestrian Trail, Area 1
- City of Homestead Biscayne-Everglades Greenway Trail
- City of Fort Lauderdale Mills Pond Park Environmental Construction Observation
- Doral Glades Park Boardwalk and Wetland Preserve

2. Company Overview



Years of Experience: 16

Years With the Firm: 11

Registrations & Certifications:

FDEP Qualified Stormwater Management Inspector, FL, 2011

Professional Wetland Scientist, 2021

FDOT Intermediate Maintenance of Traffic, FL, 2016

Certified Landscape Inspector, FL, 2014

Advanced Airport Wildlife Hazard Management, 2014

Certified Arborist, 2014

Broward County Basic Tree Pruning, FL, 2012

SFWMD Certified Airboat Pilot

Education:

Bachelor of Science, Ecology & Biology,
Minor in Geography

Florida Atlantic University, 2008

Certificate of Environmental Studies

Florida Atlantic University, 2005

Professional Experience:

Mr. Mohler is a GIS Specialist, Certified Arborist and Certified Landscape Inspector providing a variety of services to both public and private sector clients, including: tree species identification and inventories, tree surveys and canopy mapping, destroyed/damaged tree assessments, tree value estimates, tree grading, tree species selection for planting, mangrove trimming oversight and tree permitting.

William Mohler, III, CA, PWS, CLI

GIS Specialist

Relevant Project Experience:

City of Plantation Plantation Preserve

Linear Trail - Miller Legg provided a maintenance assessment of the one-mile Plantation Preserve mitigation area and linear trail. The assignment included a tree and vegetation assessment of existing conditions on the trail and preserve, maintenance program recommendations, quantification of dead or dying plant material and recommendations for preventing future survivorship issues; all of which were presented in a report to the City. Miller Legg played a significant role in the project management and design of the Plantation Preserve and Golf Club development, beginning in 2003, and continues to conduct ongoing environmental monitoring.

City of Miami Beach Boardwalk II Update Topographic Survey and GIS Mapping

- Miller Legg updated a topographic and Coastal Construction Control Line survey for the DEP Coastal Construction permit which was part of the design of improvements to a beach boardwalk in Miami Beach. The dune vegetation survey included herbaceous, shrub and tree species. Vegetation data was collected using a sub-meter Trimble GPS unit. This data was brought into a GIS program and maps were created indicating dominant species coverage with related percentages. In addition, a tree inventory for coastal tree species and associated attributes was conducted by our Certified Arborists and displayed on digital maps. Work was completed as a subconsultant to Coastal Systems International, Inc.

Doral Glades Park Boardwalk and Wetland Preserve - The City of Doral completed development of Doral Glades Park, a 25-acre recreational

facility in the northeast of the City. Both passive and active elements were planned, including playing fields, community and nature pavilions, fishing pier, walking trail and wetland boardwalk. Miller Legg was involved in the design and construction of the wetlands and boardwalk, using GIS and surface water management support. This effort included coordination with the City on permit compliance, exotic species removal, native species and maintenance programs; value engineering and design for the boardwalks and piers. Miller Legg developed a Wetland Mitigation Plan including GIS maps and habitat evaluation for placement of the boardwalks in ideal locations within the wetland. These Plans captured data from the original permits issued by environmental agencies. Further, Miller Legg prepared construction drawings for the upland boardwalk, pavilion, wetland boardwalk and fishing pier. Finally, the firm was responsible for the preparation of environmental resource permit (ERP) modification applications for boardwalk and planting in wetland areas.

City of Pembroke Pines West Pines

Soccer Park - A 56-acre active and passive municipal park in Pembroke Pines. This park's features included four soccer fields and one football facility as well as providing other active park elements with passive park facilities such as a boardwalk and 21 acres of wetlands mitigation area. Services included civil engineering, surveying, wetlands mitigation planning, assistance with grant writing, and mitigation construction observation.

Additional Relevant Experience:

City of Fort Lauderdale Mills Pond Park Environmental Construction Observation



CONTACT

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E: kailyn@rrcassociates.com

W: rrcassociates.com

Kailyn Haskovec

Associate

ABOUT

Kailyn brings a unique perspective to the RRC Associates team with a background in state and local government, parks and recreation, transportation, and social research. Kailyn can interpret qualitative and quantitative data to provide strategic recommendations and policy direction. She has assisted with a variety of parks and recreation studies, community surveys, market analyses, and tourism sentiment research. Kailyn is the project manager for the parks and recreation research sector. She guides each stage of the process from project kick-off, to questionnaire design and analysis and reporting. As a prior public servant in a parks and recreation department, she is passionate about assisting parks and recreation agencies utilize community feedback to draft strategic plans and goals.

EDUCATION

Master of the Environment, Sustainable Planning and Management: University of Colorado, 2018

Bachelor of Arts, Sociology minors in Environmental Studies and Public Policy, Planning and Management: University of Oregon, 2014

PROFESSIONAL EXPERIENCE

2023 to present	Associate RRC Associates, Boulder, CO
2021 to 2023	Research Analyst, RRC Associates, Boulder, CO
2019 to 2021	Program Coordinator, RRC Associates, Boulder, CO
2019 to 2020	Process Improvement Intern, Colorado Department of Transportation, Denver, CO
2017 to 2018	Graduate Research Assistant, National Parks Conservation Association, Boulder, CO

RELEVANT WORK EXPERIENCE

Parks, Recreation & Community Needs Assessments

Alachua County, FL
Deltona, FL
Weston, FL
City of Palm Coast & Flagler County, FL
Tamarac, FL
Seminole County, FL
Boca Raton, FL

Tourism, Visitor, Special Event and Economic Research

Beaver Creek Mountain Resort, CO
Visit Walla Walla, WA
City of Lafayette, CO
Town of Vail, CO

Ski Area Market Assessments

Mt. Garibaldi, BC
The Balsams, NH
Quarry Road, ME
Saddleback, ME

Outdoor Recreation Research

Quandary Peak, CO
Jefferson County Open Space, CO
Upper Colorado Wild and Scenic Stakeholder Group, CO
American Whitewater
Various national parks



RRC
ASSOCIATES



CONTACT

P: 303-396-1619

E: Ethan@rrcassociates.com

W: rrcassociates.com

Ethan Adams

Associate

ABOUT

Based in Kaysville, Utah, Ethan is a highly skilled data analyst and social scientist with diverse work history and experience. With a Master of Arts in Applied Sociology, Ethan has a demonstrated history of applying academic theory and statistical research methodology to grounded public issues faced by community leaders. At RRC Associates, Ethan has applied his extensive knowledge of online survey design platforms and data management software to strengthen RRC's existing procedures while expanding the scope and capabilities of customized data collection methods. Ethan has worked on a wide variety of municipal research projects, including surveys that have informed parks and recreation services, housing issues, and city-wide master plan developments. Additionally, he's skilled in conducting tourism, employment, and event focused economic analyses for resorts, communities, and destinations across the country.

EDUCATION

Master of Arts in Applied Sociology, University of Northern Colorado 2018

Bachelor of Arts in Sociology, Minor in Psychology, University of Northern Colorado 2016

PROFESSIONAL EXPERIENCE

2018 to present	Associate, RRC Associates, Boulder, CO
2017 to 2018	Social Research Associate, UNC Social Research Lab, Greeley, CO
2016 to 2018	Research Assistant, University of Northern Colorado, Greeley, CO

RELEVANT WORK EXPERIENCE

Parks & Recreation Needs Assessments

Broward County, FL
City of Palm Coast and Flagler County, FL
Seminole County, FL
Desert Recreation District, CA
Boca Raton, FL
Jacksonville, FL
Hampton, VA
Tamarac, FL
Orlando, FL

Affordable Housing Surveys

Roaring Fork Valley, CO
Boulder, CO
San Miguel County, CO

Citizen/Comprehensive Plan Surveys

Grand Junction, CO
Lafayette, CO
Meeker, CO
Vail, CO

Tourism/ Visitor Research

Aspen Skiing Company, CO
Beaver Creek Tourism and Event, CO
Bend, OR
Breckenridge Tourism Office, CO
Golden Isles Convention & Visitors, GA
Park City, CO
Sierra-at-Tahoe, CA
Town of Vail, CO
Visit Estes Park, CO



CONTACT

P: 405-623-7268

E: kara@rrcassociates.com

W: rrcassociates.com

Kara Snawder

Senior Data Analyst

ABOUT

Based in Melbourne, Florida, Kara is a social scientist with extensive experience in quantitative data analysis. Her personal philosophy is rooted in using statistical rigor to produce actionable solutions and intuitive summaries of complex data. With graduate-level training in Sociology and Statistics, Kara has applied this philosophy to national, regional, and locally distributed surveys. She is skilled in using both descriptive and inferential quantitative methods, with extensive training in regression modeling for diverse data structures, and is highly adept in data management, visualization, and summarization. At RRC, Kara is involved with a variety of projects pertaining to recreational tourism, visitation, economic impact, community sentiment, and market assessment.

EDUCATION

Master of Science in Applied Statistics: Indiana University, 2020

Master of Arts in Sociology: University of Oklahoma, 2017

Bachelor of Arts in Sociology and Psychology: University of Oklahoma, 2014

PROFESSIONAL EXPERIENCE

2023 to present	Senior Data Analyst, RRC Associates, Boulder, CO
2021 to 2023	Data Analyst, RRC Associates, Boulder, CO
2019 to 2021	Associate Instructor, Indiana University, Bloomington, IN
2017 to 2021	Research Assistant, Indiana University, Bloomington, IN
2015 to 2017	Research Assistant, University of Oklahoma, Norman, OK

RELEVANT WORK EXPERIENCE

Parks and Recreation

National Park Service
National Socioeconomic Monitoring
Great Smoky Mountains National Park
Saguaro National Park
Great Sand Dunes National Park
PEPC User Study
Colorado Parks and Wildlife
Boca Raton, FL
Menifee, CA
Weston, FL
Scarborough, ME

Policy Surveys

Gunnison, CO

Ski and Snowboard Research

National Ski Areas Association:
Kottke End of Season Study
Demographic Study
Economic Impact Study
Ski Utah
North Carolina Ski Areas Association
Canadian Ski Council
Grand Targhee Resort, WY
Whitefish Mountain Resort, MT

Travel and Tourism

Visit Bend, OR
Visit Sun Valley and SUN Airport, ID
Vail, CO



3. Project Management Experience / Project Examples

Greater Boca Raton Beach and Parks District North Park Master Plan

Boca Raton, Florida

Miller Legg prepared a Master Plan for North Park which reflected the District's desire to provide a diverse recreational amenity at this 212-acre property for City residents while considering the specific desires and concerns of the adjacent residential communities. The Plan addressed North Park's future facilities, uses, programs, operation, maintenance and funding and recommended Park modifications, improvements, enhancements and additional uses. Recreational elements included passive park facilities (trails, walking paths, open fields/areas), golf course/facilities, active park uses (playgrounds, tennis courts, sport courts, aquatics), community center/facilities and potential revenue-generating opportunities. Miller Legg is currently preparing the design documents for North Park.

Client Reference:

Ms. Briann Harms, Executive Director
Greater Boca Raton Beach & Park
District

300 South Military Trail
Boca Raton, FL 33486
(561) 347-3941

bharms@mybocaparks.org

Start/End Dates: 10/21 - 11/22

Key ML Staff:

Michael Kroll, RLA, FASLA
Liudmila Fuentes, MLA
Michael Bradley, RLA
Andrew Pereda, MLA
Jessica Romer



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3. Project Experience / Examples

City of Weston

Parks & Recreation Master Plan

Weston, Florida

The City of Weston selected Miller Legg as the **Prime Consultant** to develop a municipal parks and recreation plan to incorporate recommendations for provision of future facilities programs and services, land acquisition and development, maintenance, operations and management. A master-planned 27-square-mile community of 68,000 residents in Broward County, Weston currently has 242 open space and park acres and 16 existing parks offering a variety of recreational and athletic amenities and activities. The Master Plan components included Department Mission Vision and Objectives, Community Inventory and Assessment, Needs Assessment, Level of Service Standards, Parks and Recreation Strategic Plan, Recreation Trends Analysis, Recreation Programming Plan, ADA Transition Plan, Community Relations and Marketing Plan, Community Health and Environmental Responsibility Plan.

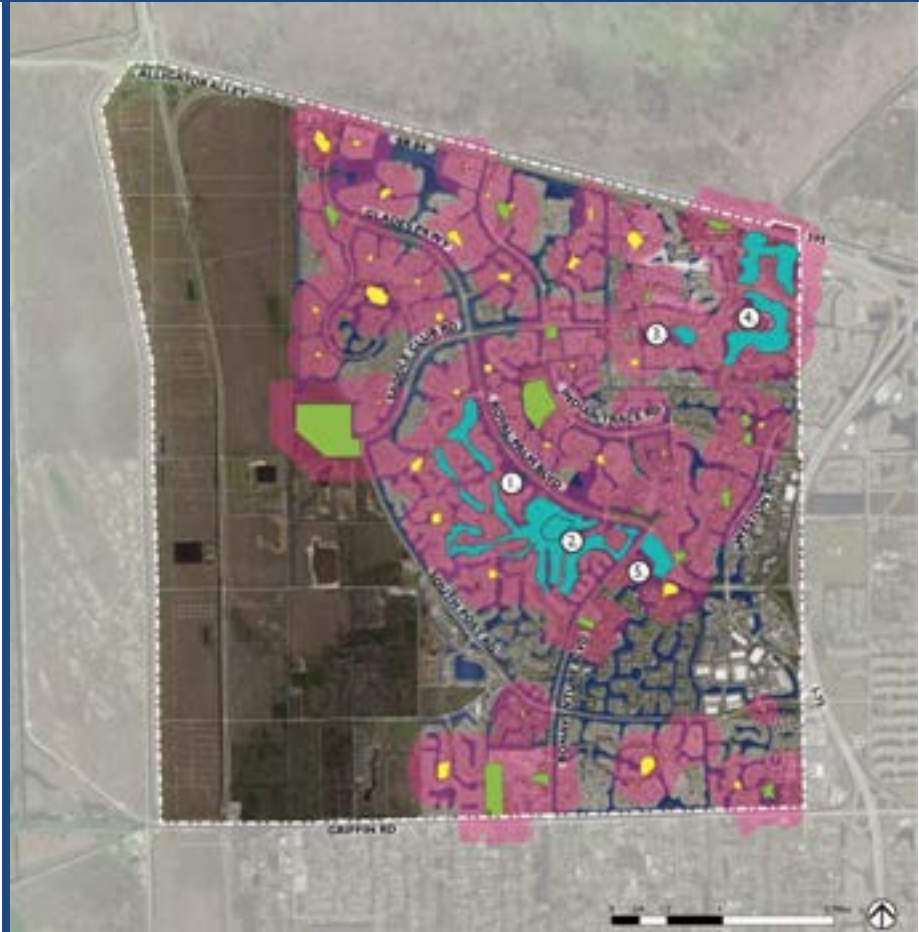
Client Reference:

Ms. Kara Petty
Director Parks & Recreation
City of Weston
20200 Saddle Club Road
Weston, FL 33327
(954) 389-4321
kpetty@westonfl.org

Start/End Dates: 12/21 - 8/23

Key ML Staff:

Michael Kroll, RLA, FASLA
Liudmila Fuentes, MLA
Andrew Pereda, MLA
Jessica Romer



Vizcaya Museum & Gardens Master Plan Refinement

Coral Gables, Florida

Located on Biscayne Bay in Miami, Florida, Vizcaya is the 50-acre historical Villa and gardens of industrialist James Deering and is designated as a National Historic Landmark. Miller Legg was the landscape architect and traffic / transportation consultant for the Vizcaya Museum and Gardens Master Plan refinement. The Master Plan refinement focused on the entire Vizcaya property, especially the integration of the Vizcaya village into the educational and historical guest experience at Vizcaya. Miller Legg collaborated with Quinn Evans Architects and MC Harry Architects on this historical restoration project for Miami-Dade County and the Vizcaya Museum and Gardens Trust. Additional services are currently being provided for the casino mound and grottos.

Client Reference:

Mr. Craig Aquart, AIA
Principal
MC Harry Associates, Inc.
2780 SW Douglas Road, Suite 302
Miami, FL 33133
(305) 445-3765
caquart@mcharry.com

Start/End Dates: 10/15 - 1/24

Key ML Staff:

Michael Kroll, RLA, FASLA
Michael Bradley, RLA
Andrew Pereda, MLA



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3. Project Experience / Examples

City of Plantation Parks & Recreation Master Plan

Plantation, Florida

Miller Legg was selected as the **Prime Consultant** to prepare the first Plantation Parks and Recreation Master Plan. The firm provided comprehensive recreation planning based upon research of existing facilities and programs, recreation opportunities and needs analyses specific to City of Plantation demographics to develop programming, budget and operational needs for a 10-year horizon. Public Outreach to effectively gather and disseminate information during Plan development was an important focus of the project. Public workshops assisted in determining community recreation needs and desires. Recreation sites were reviewed, along with future expansion opportunities to accommodate program requirements. The final Master Plan included a 10-year capital improvement plan for the implementation of proposed Plan improvements.

Client Reference:

Ms. Patricia O'Toole, CPRP
Assistant Director/Parks & Recreation
City of Plantation
400 NW 73rd Avenue
Plantation, FL 33317
(954) 452-2514
potoole@plantation.org

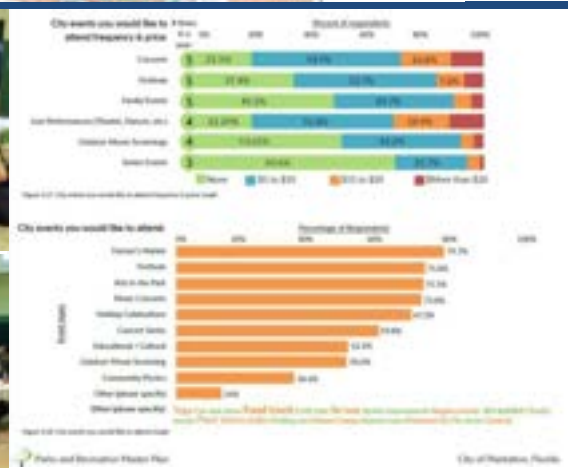
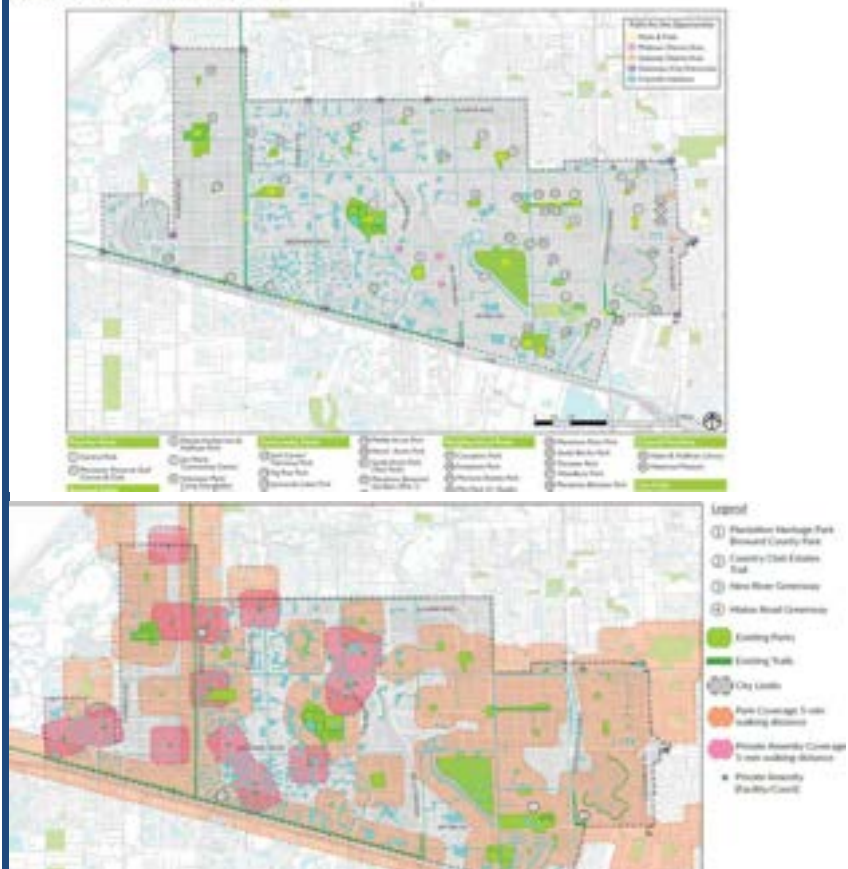
Start/End Dates: 4/19 - 1/20

Key ML Staff:

Michael Kroll, RLA, FASLA
Liudmila Fuentes, MLA
Michael Bradley, RLA
Jennifer Shipley
Dylan Larson, SPWS, CEP, GTA

Public Art Site Opportunities

This is a map of key Public Art Site Opportunities, indicating the primary sites for public art identified through this planning process. Opportunities may arise that are not on this map.



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3. Project Experience / Examples

City of Tamarac East Side Parks Feasibility Study

Tamarac, Florida

As the **Prime Consultant**, Miller Legg conducted a needs assessment and feasibility study to address potential new recreation facilities in the eastern portion of the City of Tamarac. The scope included comprehensive recreation planning based on research of existing facilities and programs, recreation opportunities and a needs assessment specific to the study area demographics in order to develop programming, budget and operational needs for the proposed improvements. Community input was gathered via various survey platforms and City staff and public workshops were scheduled to refine recreation needs and desires. The final deliverable was a Feasibility Study containing a 10-year Capital Improvement Plan for the implementation of the proposed improvements and acquisitions, an analysis of funding opportunities and a narrative report to outline the process and results.

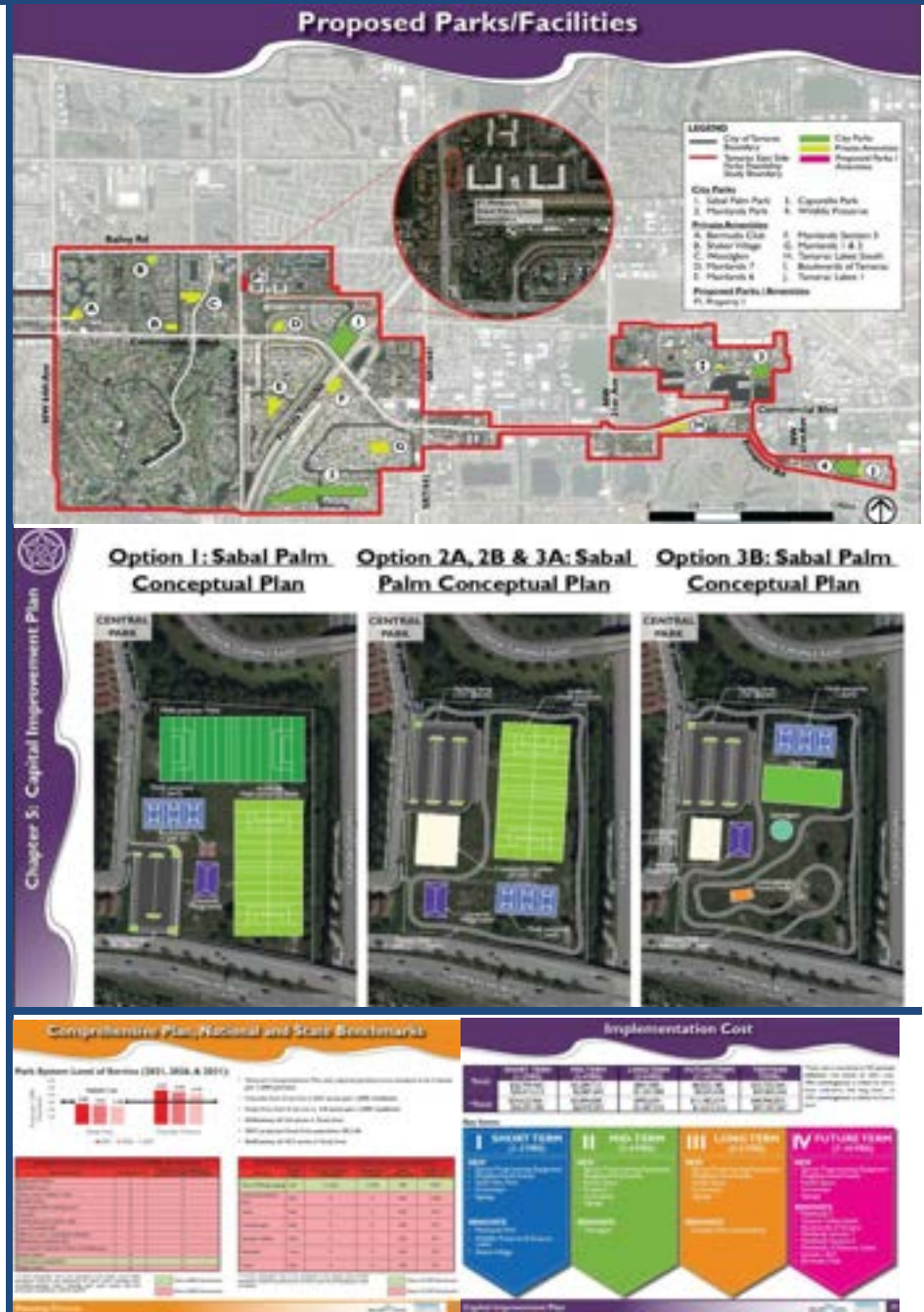
Client Reference:

Mr. Greg Warner (now at Deerfield Beach)
Director of Parks & Recreation
City of Tamarac
6001 Nob Hill Road
Tamarac, FL 33321-6200
(954).480-4483
gwarner@deerfield-beach.com

Start/End Dates: 9/20 - 6/21

Key ML Staff:

Michael Kroll, RLA, FASLA
Liudmila Fuentes, MLA
Michael Bradley, RLA



MILLER **LEGG**

Oakland Park, Florida

Michael Kroll, RLA, FASLA
Brian Shore, RLA



Parks And Recreation Master Plans

3. Project Experience / Examples

City of South Miami Parks and Recreation Master Plan

South Miami, Florida

As the **Prime Consultant**, Miller Legg prepared the first City of South Miami Parks and Recreation Master Plan. The professional services for this Master Plan included comprehensive planning, recreation planning, significant maintenance planning, landscape architecture, and public outreach services. To develop programming, budget, and operational needs for a 10-year horizon, our team researched existing facilities and recreation opportunities, and needs analyses specific to South Miami demographics. Public outreach services included a public online survey, multiple public presentations and workshops.

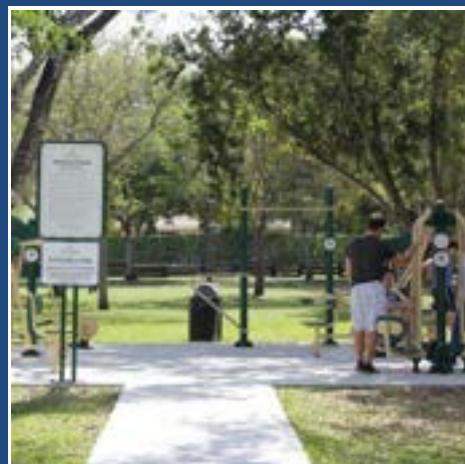
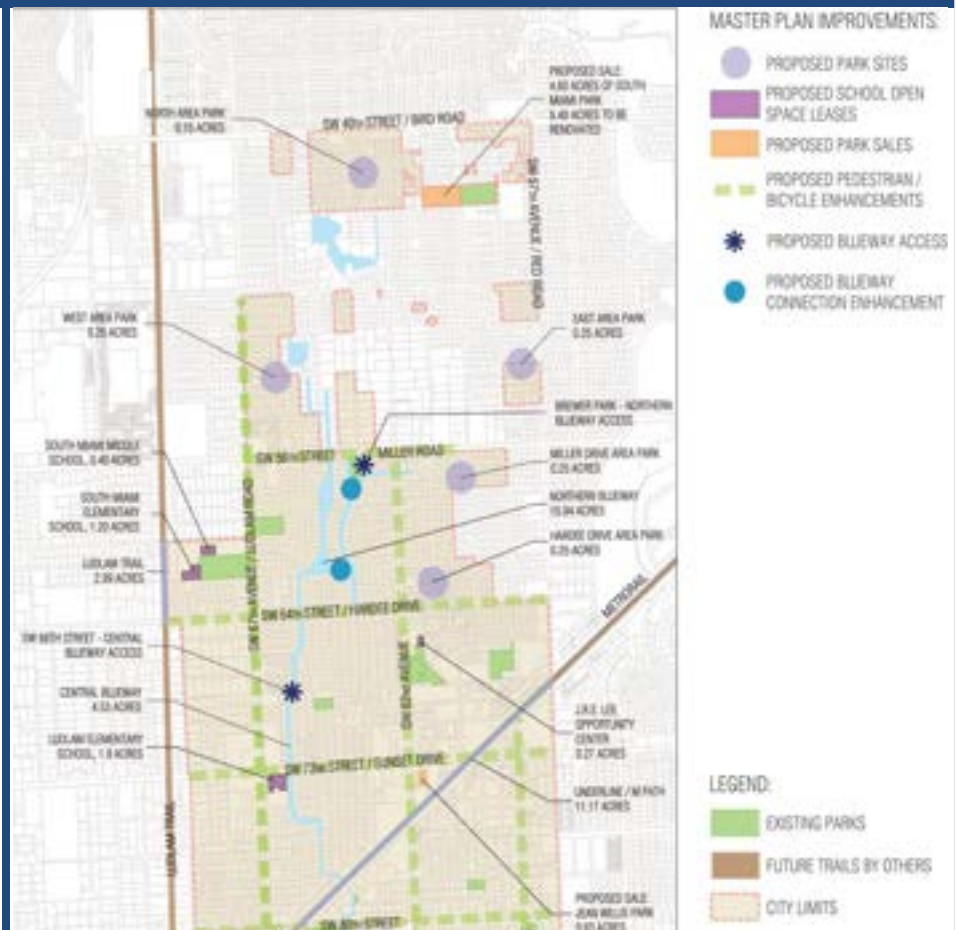
Client Reference:

Mr. Quentin Pough
Director of Parks & Recreation
City of South Miami
6130 Sunset Drive
South Miami, FL 33143
(305) 663-6338
QPough@southmiamifl.gov

Start/End Dates: 3/15 – 4/18

Key ML Staff:

Michael Kroll, RLA, FASLA
Brian Shore, RLA



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3. Project Experience / Examples

City of Palm Coast - Flagler County Parks and Recreation Master Plan

Palm Coast, Florida

Miller Legg is currently working with the City of Palm Coast and Flagler County on their Parks and Recreation Master Plan as a subconsultant to Berry Dunn. Miller Legg is providing data collection, public involvement, needs and priorities assessment, visioning planning, and action plan and strategies implementation services for this PRMP collaboration between the City of Palm Coast and Flagler County.

Using GPS and GIS technology, a comprehensive assessment was carried out to evaluate the City and County trail system. Part of the public engagement includes focus group meetings with selected key stakeholders and public workshops. Miller Legg is providing expertise in park design and cost-effective strategies to aid with the completion of a 10-year Master Plan.

Client Reference:

Mr. Art Thatcher, MPA, CPRP
Manager
Berry Dunn
2211 Congress Street
Portland, ME 04102
757.592.3103
art@berrydunn.com

Start/End Dates: 2/23 - 2/24

Key ML Staff:

Michael Kroll, RLA, FASLA
Liudmila Fuentes, MLA



2. Betty Stefk Trail System

Location: Within Washington Oaks Garden State Park, 4000 W. Washington Blvd., Palm Coast, FL 32137

Length: 4.1 Miles

Assessed Date: 3/1/2013

Comments: Trail along shore landscape of moderate difficulty terrain.

Evaluation of: Content & Comments		Evaluation of: Trail Design and Assessment	
Component	Score	Component	Score
Trail to Topography	1	Trail Channel	0
Directional Signage	1		
Informational Kiosk	0		
Trailway Signage	2		
Seating	0		
Water Fountain	0		
Restrooms	0		
Parking	0		
Coverage	1		
Access/Entrance	0		
Shade	0		
Lighting	0		
Total	10		

Comments:
1. Trail Markers
2. Information and parking within State Park
3. Trail to Topography and water fountain



3. Project Experience / Examples



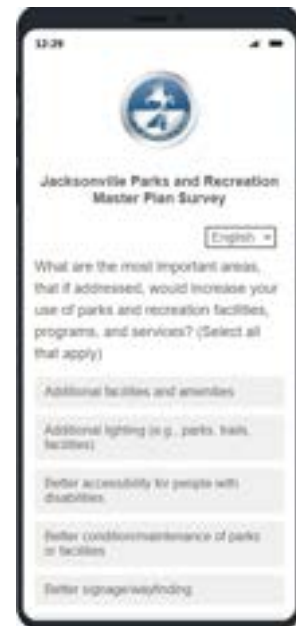
RRC

**Parks and Recreation Master Plan
Community Survey Research**

RRC has extensive experience with parks, recreation, open space, and trails community surveys for cities, counties, recreation districts, and also at the state level. Specifically, RRC has strong experience in Florida. The goal of the studies is to obtain citizen input on a variety of topics related to parks and recreation use, values, and community priorities for future improvements. Many studies also have particular emphasis on gauging support for community recreation centers and aquatic facilities. A variety of research techniques are used in the studies, including mailed surveys, Internet, user surveys, and focus groups. Current satisfaction levels with existing facilities and programs are also measured, as is the relative importance of specific new priorities, facilities, and policies most desired and needed by the communities. Results and conclusions from the research help guide the development of parks and recreation master plans in the communities.

Some of our Florida clients include:

- Seminole County, FL Parks and Recreation
- Alachua County, FL Park and REcreation
- Tamarac, FL East Side Parks
- Deltona, FL Parks and Recreation
- Boca Raton, FL Parks and Recreation
- Weston, FL Parks and Recreation
- City of Palm Coat and Flagler County, FL Parks and Recreation
- Broward County, FL Parks and Recreation
- Martin County, FL Parks and Recreation
- West Palm Beach, FL Parks and Recreation
- North Miami Beach, FL Parks and Recreation
- Maitland, FL Parks, Recreation, Open Space & Pathways
- St. Cloud, FL Parks and Recreation
- City of Orlando, FL Families, Parks and Recreation
- Pompano Beach, FL
- Lee County, FL Homeowner Survey
- City of Marathon, FL Homeowner Survey
- Monroe County, FL Homeowner & Employer Surveys
- Tamarac, FL Parks Feasibility Study Survey



3. Project Experience / Examples

There is no truer representation of a consultant's qualifications and performance than reference letters received from clients. Some of our recent **Parks and Recreation Master Plan** client letters are included below.



3. Project Experience / Examples

Reference Letters



3. Project Experience / Examples

Miller Legg has extensive experience with public sector clients providing services for Master Plan contracts similar to the scope of that described in this RFP for Islamorada, Village of Islands. Miller Legg is well versed in working with multiple stakeholders and delivering successful parks and recreational facilities. We have prepared parks master plans, and we have successfully designed individual parks. Some of our current and recent recreational project experience has been with municipalities including the Cities of Miami, South Miami, Homestead, Coral Gables, Miami Beach, Miami Gardens, Doral, Sunny Isles Beach, Weston, Plantation, Tamarac, Oakland Park, Lauderhill, Miramar, Pembroke Pines, Palm Coast/Flagler County, Opa-Locka, as well as the Towns of Davie and Jupiter, Miami-Dade, Broward, St. Lucie, Orange, Brevard, Flagler, Volusia, Manatee, as well as Orange City, School Board of Broward County, and Florida Atlantic and Florida International Universities.



As a result of our significant park planning experience in Florida, the Miller Legg Team members comprehend the unique aspects of Parks and Recreation Master Planning, from the perspective of budgeting, programming, funding, capital improvement and long-term operation and maintenance. All our key project professionals have longstanding experience in Florida and have the technical support and resources to perform all the necessary services needed for this Contract.

Some parks and recreational facilities projects which demonstrate our expertise are displayed in chart format below. Further narrative on our work for parks and recreational organizations and clients in developing comprehensive Parks and Recreation Master Plans can be found earlier in this Tab.

Park	Master Planning	Golf	Passive	Active	Landscape Architecture	Engineering	Environmental	Permitting
City of Oakland Park Parks and Recreation Master Plan	✓	✓	✓	✓	✓		✓	
City of Opa-Locka Parks and Recreation Master Plan	✓	✓	✓	✓	✓		✓	
City of Palm Coast / Flagler County Parks Master Plan	✓	✓	✓	✓	✓		✓	
City of Plantation Parks and Recreation Master Plan 	✓	✓	✓	✓	✓		✓	
City of Weston Parks and Recreation Master Plan	✓	✓	✓	✓	✓		✓	
City of Tamarac East Side Parks Feasibility Study	✓		✓	✓	✓		✓	
City of Tamarac Master Plan	✓		✓	✓	✓			
City of South Miami Parks and Recreation Master Plan	✓		✓	✓	✓		✓	
Boca Raton Red Reef Park Master Plan	✓	✓	✓	✓	✓		✓	
Pembroke Pines Streetscape/Greenway Design Guidelines	✓				✓	✓		✓
Miramar Master Park Plan	✓		✓	✓	✓			
Parks Master Planning Services for the City of Orange City	✓		✓	✓	✓			
City of Miami Lakes Streetscape Master Plan	✓				✓			
Plantation Preserve & Golf Club	✓	✓	✓		✓	✓	✓	✓
Palm Beach South County Park		✓	✓		✓	✓	✓	✓
Palm Harbor Golf Course Redevelopment		✓				✓		✓
Osprey Point Golf Course (South County Regional Park) 		✓				✓	✓	✓

3. Project Experience / Examples

Park	Master Planning	Golf	Passive	Active	Landscape Architecture	Engineering	Environmental	Permitting
Royal Palm Yacht & Country Club		✓				✓		
City of Miami Gardens Rolling Oaks Regional Park				✓	✓			✓
Victoria Park		✓	✓		✓	✓	✓	✓
Weston Hills Country Club		✓	✓		✓	✓	✓	✓
Rolling Hills Country Club		✓				✓	✓	✓
Savannah Commons Recreation Center		✓		✓	✓	✓		✓
Stoneybrook East Golf Community		✓				✓		
Emerald Bay Resort	✓	✓			✓	✓		
FDOT D4 Orangebrook Golf Course Study		✓					✓	
Ironhorse Golf Course		✓						✓
Lake Forest Master Plan	✓	✓			✓			
Los Batos Golf Course	✓	✓			✓			
Man-O-War Country Club	✓	✓						
Ho Na Golf Course	✓	✓						
Carlin Park						✓		✓
Juno Park Boat Ramp and Parking Lot Renovations								✓
Boynton Beach Oceanfront Park Boardwalk			✓		✓	✓	✓	✓
Broward County Parks and Recreation West Lake Park	✓				✓	✓	✓	✓
Anne Kolb Nature Center at West Lake Center			✓			✓	✓	✓
FDOT Sheridan Street Boardwalk							✓	✓
City of Hollywood Charnow Park				✓		✓	✓	✓
John U. Lloyd State Park								
BCPR Coconut Point Park					✓			✓
BCPR Fisherman's Landing Park					✓			✓
Brevard County Valkaria Community Oceanfront Park					✓			✓
Brevard County Waterfront Parks					✓			✓
City of Coral Springs Kiwanis Park			✓				✓	✓
City of Coral Springs Red Lichen Sanctuary			✓			✓	✓	✓
City of Coral Springs Sandy Ridge Sanctuary			✓		✓		✓	✓
BCPR Long Key Natural Area/Habitat Restoration Project			✓			✓	✓	✓
BCPR Miramar Pineland Nature Center			✓		✓			✓
Waterway Park Mitigation Bank			✓			✓		✓
Lauderdale Lakes C-13 Greenway			✓	✓	✓	✓	✓	✓
Palm Beach County Riverbend Park			✓			✓	✓	✓
Royal Palm Beach Pines Natural Area			✓			✓		✓
City of Plantation Volunteer Park			✓				✓	✓
BCPR Secret Woods Park Dock			✓				✓	✓
BCPR Snake Warrior's Island Natural Area			✓					

3. Project Experience / Examples

Park	Master Planning	Golf	Passive	Active	Landscape Architecture	Engineering	Environmental	Permitting
City of Miramar Linear Park / University Drive			✓					✓
BCPR South Fork New River			✓				✓	
BCPR Tradewinds Park Equestrian Trails	✓		✓		✓			
City of Fort Lauderdale Mills Pond Park			✓				✓	
City of Pembroke Pines Wetlands Park	✓		✓			✓	✓	✓
City of Weston C-11 Canal Trail			✓		✓			✓
City of Belle Isle Montmark Park			✓		✓			✓
Town of Davie Berman's Park Preserve			✓				✓	✓
City of Winter Park Howell Creek Preserve			✓		✓			
Town of Davie Trail Guides			✓			✓		
St. Lucie County Summerlin Park Dock			✓				✓	✓
St. Lucie County River Park Marina			✓				✓	✓
Volusia County Colby Alderman Park	✓		✓					✓
South County Park Main Access Road				✓			✓	✓
PBCP Coconut Cove Water Park & Recreation Area				✓		✓		✓
Broward College Pines Recreation Park				✓			✓	✓
Broward College Tigertail Recreation Center				✓	✓	✓		✓
Brevard County Micco Park				✓	✓	✓		✓
Capehart Community Park				✓	✓			✓
City of Coral Springs Sportsplex				✓			✓	✓
City of Fort Lauderdale Joseph C. Carter Park Improvements				✓	✓	✓		✓
City of Margate Calypso Cove Water Park				✓	✓	✓		✓
City of Miami Gibson Park Design Criteria Report				✓		✓		
City of Miami Jose Marti Park Gymnasium				✓				
City of Miami Moore Park Master Plan Design Criteria Report	✓			✓		✓		
City of Miami Orange Bowl Field at Moore Park				✓		✓		✓
City of Miramar Ansin Community Center				✓	✓	✓		✓
City of Miramar Recreation Redevelopment Plan				✓	✓			
City of Miramar Sunset Lakes Park Planning				✓	✓			
City of Pembroke Pines Central Park				✓	✓			
City of Pembroke Pines Flamingo Park Expansion				✓	✓	✓		✓
City of Pembroke Pines Recreation Center				✓		✓	✓	✓
Pembroke Pines SW Pines Nature and Recreation Park				✓		✓	✓	✓
City of Port St. Lucie McChesney Park Soccer Field Expansion				✓	✓	✓		✓
City of Port St. Lucie Torino Park Master Plan	✓			✓		✓		
City of Sunny Isles Beach Artificial Turf				✓		✓		✓
City of Sunny Isles Beach Pelican Community Park				✓	✓	✓		✓
City of Weston Athletic Park	✓			✓	✓	✓	✓	✓

3. Project Experience / Examples

Park	Master Planning	Golf	Passive	Active	Landscape Architecture	Engineering	Environmental	Permitting
Indian Trail Community Park - Phase I	✓			✓				
Gene Polk Park Improvements	✓			✓	✓			✓
Green Springs Park	✓			✓	✓			✓
Hallandale Beach Foster Park Improvements				✓		✓		✓
Jessica Clinton Park				✓		✓		✓
John Prince Park Campground Improvements				✓		✓		✓
Lake Fairview Park/Trotters Park Conceptual Master Plan	✓			✓				
Lake Lytal Park Improvements				✓		✓		✓
Lakewood Ranch Regional Park Expansion				✓		✓	✓	✓
Lummas Park				✓		✓		✓
Manatee County Kinnan Park	✓			✓	✓	✓	✓	✓
Manatee County Bennett Park Master Plan	✓			✓	✓	✓	✓	✓
Manatee County PROS Continuing Service	✓			✓	✓	✓		
Miami-Dade County PROS Bailes Road Park				✓				
Miami-Dade County PROS Claire Rosichan Park				✓				
Miami-Dade County PROS Eureka Park				✓				
Miami-Dade County PROS Palm Glades Park -				✓				
Orlando Cultural Park Conceptual Master Plan	✓			✓				
Palm Beach County Buttonwood Park				✓		✓		✓
Palm Beach County Okeetee Park Improvements				✓		✓		✓
Palm Beach County Parks and Recreation District Park "K"				✓				
Port St. Lucie Boating Access Study				✓			✓	
Riverbend Park Phase One				✓			✓	✓
Rock Lake Park	✓			✓	✓			✓
South Orange Youth Sports Complex	✓			✓	✓			✓
St. Lucie County Paradise Park				✓		✓	✓	✓
Town of Davie Clark Park				✓	✓			
Town of Davie Math Igler Park				✓	✓			✓
Town of Davie SW 58th Avenue Park Surveying				✓				
Village of Wellington Park Gymnasium				✓		✓		✓
Broward County Parks Vista View Park Expansion				✓				
Wellington K-Park				✓		✓		✓
West Jupiter Recreation Center				✓	✓	✓		✓





4. Cost Proposal

4. Cost Proposal



Islamorada, Village of Islands Founder's Park Master Plan Cost Proposal



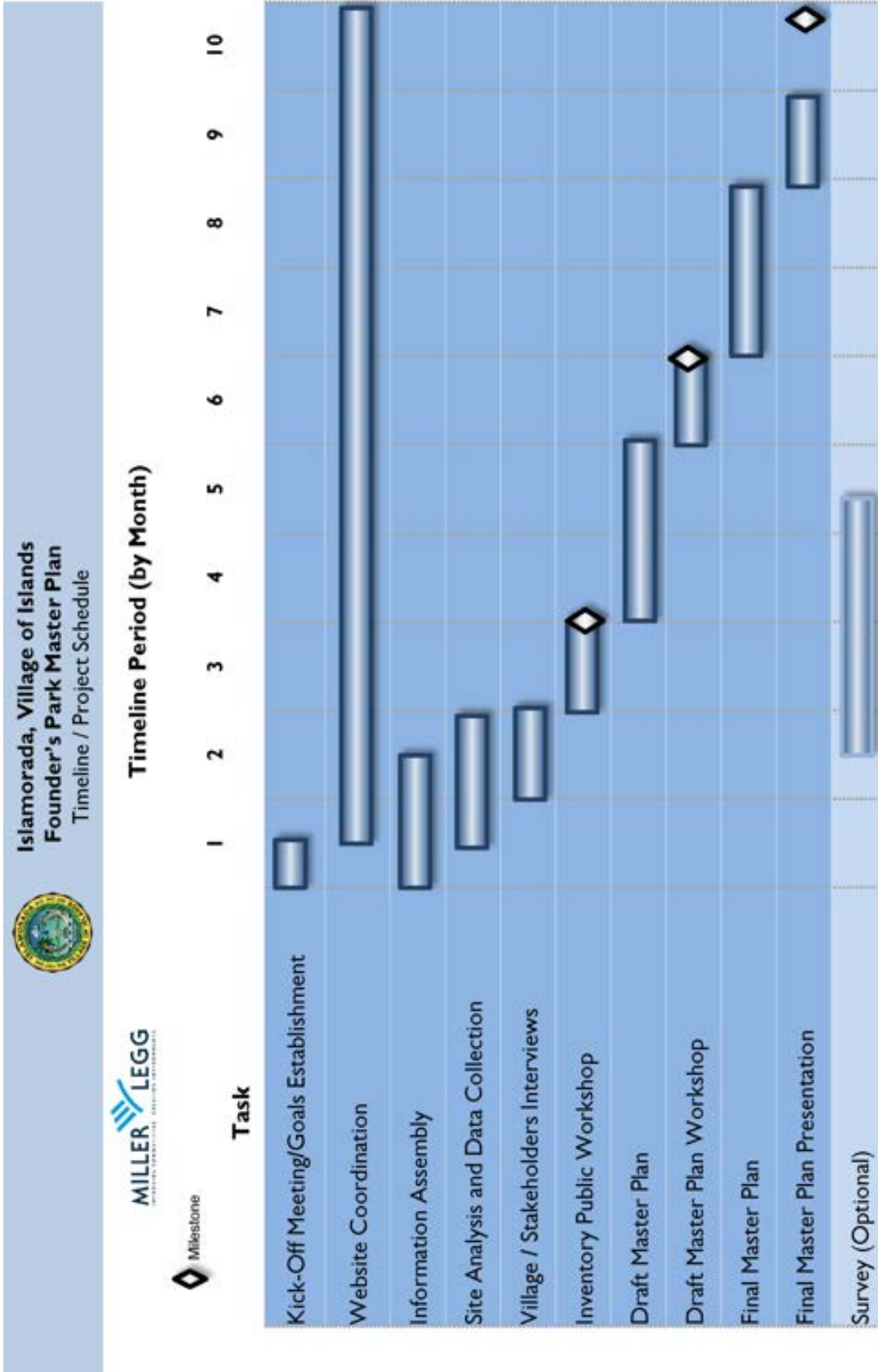
Task	Costs
Kick-Off Meeting/Goals Establishment	\$ 5,500
Website Coordination	\$ 3,500
Information Assembly	\$ 6,250
Site Analysis and Data Collection	\$ 9,000
Village / Stakeholders Interviews	\$ 10,000
Inventory Public Workshop	\$ 16,500
Draft Master Plan	\$ 50,000
Draft Master Plan Workshop	\$ 12,500
Final Master Plan	\$ 33,500
Final Master Plan Presentation	\$ 6,000
Total (without the Survey-Optional)	\$ 152,750
Survey (Optional) – Statistically-Valid Survey	\$ 23,000
Survey (Optional) – Open Link Survey	\$ 14,000

Proposal remains in effect for ninety (90) days.



5. Timeline / Project Schedule

5. Timeline / Project Schedule





6. Project Approach

6. Project Approach

Founder's Park is the Village's recreational and social Jewel that provides diverse passive and active recreation amenities for the entire community. With its athletic facilities, marina operations, cultural events, and municipal and public safety services, Founder's Park could be considered the Village's most important 42 acres. The combination of the Park's popularity, limited available green space throughout the Florida Keys and an ever evolving and growing public demand for accessible recreational open space make a well thought out Master Plan critical to sustaining and enhancing the quality of life for the Islamorada community.



Miller Legg's analysis and development of a phased Master Plan for Founder's Park will consider not only current Park uses but also recreation trends, enhanced recreational opportunities, public events, parking requirements, marina operations, infrastructure needs, accessibility, connectivity, operational needs and impacts on the adjacent community of the 42-acre Founder's Park. The ultimate goal is to maximize efficient use of space and connectivity for Founder's Park while providing flexibility to respond to Village resident's recreational needs and future recreational trends.



As Miller Legg's park planning specialists have developed hundreds of park designs and master plans, we are excited for the opportunity to collaborate with the Village for the Founder's Park Master Plan and implement your Vision.



With Islamorada's population of just over 7,000 residents, Founder's Park is the center of the Village's park system. The diverse amenities of active, passive, and open space uses at Founder's Park demonstrates the Village's commitment to providing a quality recreational system to its residents.

In addition to providing recreational facilities, spaces and events at Founder's Park, key aspects that the Master Plan will address include, sea-level rise resiliency, noise and traffic impacts on adjacent neighborhoods, traffic and queuing impacts on US 1, Coral Shores High

School baseball field agreements, and efficient Public Safety response and services.

The Miller Legg Team's proven master planning process provides the basis to develop Founder's Park Master Plan that will be capable of being implemented in today's challenging regulatory and economic climate. The process described below has been successful in the development of park master plans with diverse recreation uses for Weston Regional Park, Broward County West Lake Park, Miami Sewell Park, and Boca Raton North Park and Red Reef Parks. This planning approach has also led to successfully implemented system-wide parks and recreation master plans for the Cities of Weston, Plantation, Oakland Park, Tamarac, South Miami, Orange City, and Miramar. Each of these projects has utilized the same recreation planning process, with varying degrees of emphasis depending on the unique nature of each individual park and community, in the establishment of implementable recommendations and standards.



6. Project Approach

Communication between the Miller Legg Team and the Village's Project Manager is critical to the Founder's Park Master Plan's success. As outlined in the following Project Plan and Management Plan, there will be numerous review meetings between our Team and the Village, including as needed opportunities for immediate in-person access to Miller Legg staff residing and working in Monroe County. In addition, regular monthly updates will be conducted with the Village Project Manager on the Master Plan progress throughout the 10-month schedule of this project.

Miller Legg has developed a successful Project Plan and Management Plan process comprised of the following components:

✦ Initial Site Evaluation and Kick-Off Meeting/Consultation

The Miller Legg Team will meet with Village and Parks and Recreation Department leadership to memorialize the Village's mission, concept/vision and scope/objectives to be achieved at Founder's Park, as well as specific, tangible products or outcomes to be produced.

✦ Preparation of an Interactive Webpage

Miller Legg will coordinate with the Village to organize a page within the Village's existing website to assist in data gathering and dissemination of project information during the Founder's Park Master Plan development. Miller Legg will assist the Village in establishing the webpage to alert residents to this new resource. The webpage will be updated with news related to the progress of the Master Plan and to communicate activities associated with it. Other social media outlets (Facebook, Instagram, X, etc.) are also effective tools utilized for keeping the public involved in and informed about the process. This is one tool successfully utilized to maximize participation in the Master Plan.



✦ Information Assembly

Once the vision, goals and objectives have been established, Miller Legg will thoroughly review relevant Village data that is available for this Master Plan process, including existing recreation programs and amenities at Founder's Park, demographics, economic impact, market and socio-economic data such as current facility demands and operations, and the following documents:

- o Existing utilities and their capacities within the Park
- o Ingress/egress and parking configuration to meet demands and applicable standards
- o Facility utilization data
- o Existing Park plans, construction documents, and as-builts
- o Parks and Recreation Department Strategic Plan, Implementation and Action Plans
- o Parks and Recreation Events Policy
- o Founder's Park Aquatic Study



6. Project Approach

Site Analysis and Data Collection

The Miller Legg Team will perform a detailed site analysis of all Founder's Park amenities including the athletic fields, Tennis Complex, Marina, Aquatic Center and Community Center. Analysis of all infrastructure, parking, accessibility, safety and capacity of the Park, along with evaluating location of Park elements for efficient use of space will be key component of this task. Park elements include not only restrooms, marina, amphitheater, concessions, and courts, but also fields, playgrounds, pavilions, trails and landscape.

All of Founder's Park's structures, including the aquatic center/ Parks and Recreation Department Office, concessions, restrooms and tennis building, will have a cursory assessment for general building conditions. A detailed assessment of current systems, structural, finish, and accessibility issues will not be conducted as part of the Master Plan process.

Identifying existing on-site and adjacent utilities and coordinating early in the design process with the utility providers (FPL, Village of Islamorada, Florida Keys Aqueduct Authority, etc.) to understand design constraints (easements, setbacks, utility expansions) will ensure that the Founder's Park Master Plan design avoids all current and future utility conflicts. Key utilities will include overhead and underground power, natural gas, telecom, water and wastewater, stormwater, and infrastructure coordination. Utilizing available Village and County Geographic Information System (GIS) data and the collected inventory data; a map of the parcels and other necessary illustrative materials will be prepared for use in future public meetings.

Our thorough understanding of and experience with coastal habitats will allow Miller Legg's biologists and environmental professionals to evaluate the existing habitats and assess the Park's and Plantation Hammock Preserve's natural resources. In addition to the extensive mangroves along the marina breakwater, they will determine if other on-site flora and fauna include potential threatened and endangered species for analysis/issues and future recommendations. As we have successfully provided at other municipal park projects, our Miller Legg Team will consider opportunities to integrate these natural resources as a Park amenity.

Utilizing the site analysis and data collection, the Miller Legg Team will prepare an opportunities, constraints, and issues exhibit(s).

Village Interviews: Over a two-day period, the Miller Legg Team will conduct in-person interviews with Village Council members, Parks and Recreation Department Staff, Public Works Department on-site staff, and Parks and Recreation Citizen's Advisory Committee members to discuss existing amenities, use of space and connectivity, and their thoughts on the future needs, trends and preferences for Founder's Park.



6. Project Approach

Scheduling of these meetings will be coordinated by the Parks and Recreation staff with these stakeholders and the Miller Legg Team.

Public Engagement Survey (Optional)

Although not a requirement to achieve a successful Park Master Plan, surveys can be a key part of all planning projects to reflect the quantitative needs of a community most accurately. Stakeholder meetings, focus groups, and public meetings are typically attended by active interested parties and users. A survey is the only defensible mechanism that provides feedback from residents who may wish to but are not currently active in the Village's Park and Recreation systems.

RRC Associates (RRC) has collaborated with Miller Legg on Park Master Planning projects and has conducted over 175 surveys for park planning projects throughout the country. If desired by the Village, RRC can create a Village-wide statistically valid community needs assessment survey to be mailed to randomly selected households in Islamorada.

We would recommend a **census style approach to ensure statistical validity**, in which we send a password protected invitation to all households, rather than to a random sample. This helps to ensure that we get a robust response and a more representative respondent sample. This approach has been very effective in communities of similar size and demographics as Islamorada.

The statistically-valid survey will provide critical Founder's Park specific information in determining community recreation needs, priorities, ability and access to participate, recreational preferences, level of awareness, current usage levels, and demographic information for long-range planning efforts.

To **increase response rates**, and to provide for broad community participation from interested residents, Miller Legg can also create a web-based **Open Link Survey**, where all members of the community will be able to take the online survey. Hard copies of the survey will also be made available from the Village at the request of the resident.

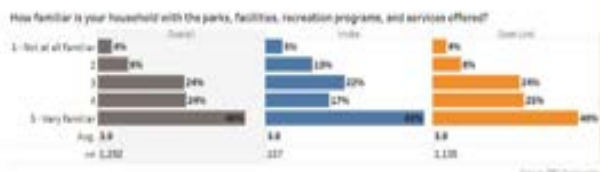
Questions will be drafted based on information gathered throughout the inventory process as well as from staff, Village leadership, and stakeholder input. Miller Legg will ask questions about the types of programs, facilities, and services residents want, level of current usage of Founder's Park amenities, primary providers of services, alternative providers, quality and satisfaction levels with existing services and facilities, priorities, level of awareness of Village-operated programs and facilities, and willingness to pay for new services and facilities. These questions will be supplemented with others about specific, identified community issues, as deemed appropriate.



6. Project Approach

Familiarity with Parks and Recreation Facilities

Respondents are very familiar with the parks and recreation programs and facilities offered by the City. The average rating overall is 3.5 on a scale of 1-5 with 5 being "very familiar."



Miller Legg will create an online survey of up to three pages in length (including cover letter). To help improve response rates, we also anticipate that the Islamorada Parks and Recreation Department would assist with marketing and creating public awareness of the survey through social media and other channels, such as Village Community News emails, Village YouTube videos, local newspaper, radio, local TV, Village of Islamorada website, etc.

The Miller Legg Team has substantial experience in designing surveys specifically for parks and recreation issues that are

effective and representative of both users and non-users. The survey will be easily understood, and the results of overall needs will be tallied and summarized. All respondent comments will be included in the final report.

Inventory and Analysis Public Workshop

A Public Workshop will provide the community an opportunity to provide additional input regarding their vision for Founder's Park. Additionally, using digital and social media platforms, Miller Legg can collect additional input from the various stakeholders within the community.



The Public Workshop can occur in-person during the evening at a Village facility, and/or virtually over a standard Zoom meeting-type format if desired. The Miller Legg Team will present a discussion of goals and objectives, results of the inventory, survey, site analysis, and program development. The public will then be engaged through participatory activities that solicit their desired activities, programs, events and design for Founder's Park.



In addition to the Public Workshop, the Miller Legg Team will conduct a **similar interactive meeting with the Parks and Recreation Department Staff**. This is important to identify key concerns and issues related to the operational and maintenance aspects of Founder's Park, as well as a thorough understanding of the day-to-day activities/uses at the Park.



Once the stakeholders have shared their input on proposed improvements, the Miller Legg Team will synthesize comments received during the workshops with public comments and input from the survey and other social media channels.

The Team will then prepare a follow-up memorandum for the Village with detailed results of this workshop including the activities and input received from the participants.

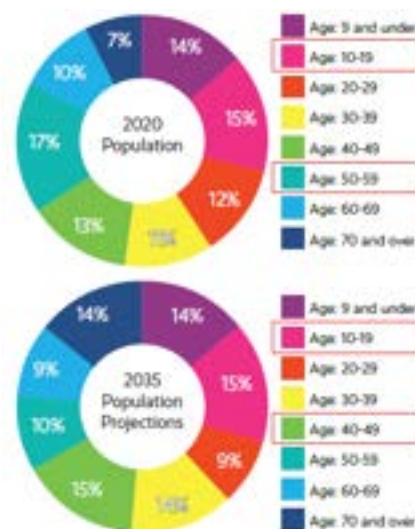
6. Project Approach

Plan Development

The Founder's Park Master Plan will not only address community recreation needs, site plans for the park's new, renovated and preserved areas but also other important elements including efficient use of space and connectivity between the Park elements, improved signage and wayfinding, existing and future utilities, identifying existing IT infrastructure for future public use including safety and security components (as we have done for all of our municipal parks), as well as planning level opinions of probable construction costs, potential funding sources and schedules for the prioritized list of projects.

Recreational trends play a large role in a truly successful Master Plan. These trends significantly depend upon the demographics of a community. *The Miller Legg Team brings an unparalleled expertise crucial to anticipating the facilities and programs necessary to meet the ever-changing demographics* of the Village of Islamorada. Utilizing the expertise with national recreational trends and their effects on our population, Miller Legg's Jack Kardys, MS, an NRPA Board Member, will ensure that the Founder's Park Master Plan will consider the current and future needs of the Village.

After thoroughly reviewing the above information, the Miller Legg Team will prepare the Founder's Park Program Elements and up to two (2) preliminary Draft Master Plan Concepts incorporating input from the public, stakeholders, Parks and Recreation staff, and Village Council. These Concepts will focus on short-term improvements to ensure the safety and welfare as well as future new facilities improvement/renovation of current facilities, and existing areas/facilities of Founder's Park to preserve and maintain.



Draft Master Plan



The Miller Legg Team will meet with the Village to review the preliminary Draft Master Plan Concepts. This review will be conducted with the Parks and Recreation Staff. Based upon comments from this, the Miller Legg Team will prepare the Draft Master Plan. This Draft Master Plan will be reviewed with the Parks Department, Parks and Recreation Citizen's Advisory Committee, as well as other Village Departments including members of Departments most affected including Public Works, and Planning and Development.

After initial comments are received during the review of the Draft Plan, Miller Legg will prepare a preliminary Opinion of Probable Cost to outline the budget for the Founder's Park Master Plan.

The Draft Master Plan will outline the proposed implementation, the financing opportunities and operational expectations for costs and staffing.

6. Project Approach

At this point, the Miller Legg Team will also consider opportunities for creative financing of the Founder's Park Master Plan. Miller Legg prides ourselves in finding these creative solutions for our public sector clients. ***This was exemplified by Miller Legg developing a strategy at Plantation Preserve that provided \$2 million of funding from private sources that paid for 30-acres of natural wetland area construction and perpetual maintenance operations.*** Working with the Village to identify these opportunities as well as more typical grant funding sources will give the Village the greatest fiscal approach to carry out the Master Plan improvements.

❖ Draft Master Plan Workshop

The Miller Legg Team will conduct a presentation of the Draft Master Plan to Village Council and the community. This presentation will be conducted at a scheduled Council Workshop. The Council Workshop will provide an opportunity for the Council and public to review the Draft Master Plan Concepts and to provide input regarding the proposed recommendations for Founder's Park.

❖ Final Master Plan

The Miller Legg Team will synthesize comments received during the Draft Master Plan Workshop. Based upon this input, Miller Legg will prepare the Final Master Plan that outlines its proposed implementation, opinion of probable cost for capital improvements, phasing, financing opportunities and operational costs, and staffing and revenue potential.

The Miller Legg Team will meet with the Village Parks and Recreation Project Manager to ratify contents to be documented in the Master Plan, including input received from the community. Beyond the Parks and Recreation Department, it is recommended that this meeting also include members of Departments most affected including Public Works and Planning and Development to make sure there is an opportunity for their input to the Master Plan.

The Founder's Park Final Master Plan document will include the Plan, text, maps, and project sequencing outlining the process, results, and recommendations.



Subtotal of 1. Park Systems:			
SHORT TERM (1-3YRS)	MID-TERM (4-6YRS)	LONG TERM (7-10YRS)	TEN YEAR TOTAL
\$780,000	\$572,500	\$420,000	\$1,772,500
Subtotal of 2. Athletic Facilities :			
SHORT TERM (1-3YRS)	MID-TERM (4-6YRS)	LONG TERM (7-10YRS)	TEN YEAR TOTAL
\$22,614,900	\$30,583,800	\$8,706,500	\$61,905,200
Subtotal of 3. Indoor Recreation:			
SHORT TERM (1-3YRS)	MID-TERM (4-6YRS)	LONG TERM (7-10YRS)	TEN YEAR TOTAL
\$30,520,000	\$35,450,000	\$2,480,000	\$68,450,000
Subtotal of 4. Programs and Events:			
SHORT TERM (1-3YRS)	MID-TERM (4-6YRS)	LONG TERM (7-10YRS)	TEN YEAR TOTAL
\$1,080,000	\$1,040,000	\$1,340,000	\$3,460,000
Subtotal of 5. Trails & Bike/Pedestrian Facilities:			
SHORT TERM (1-3YRS)	MID-TERM (4-6YRS)	LONG TERM (7-10YRS)	TEN YEAR TOTAL
\$100,000	\$50,000	\$0	\$150,000



6. Project Approach

Final Master Plan Council Presentation

Miller Legg will prepare for and conduct a public presentation of the Final Master Plan to the Village Council for adoption. This presentation will take place at a regular Council Meeting to formally present the Final Master Plan to the Council for ratification. Council Members will also be encouraged to engage in the Public Workshop and internal meetings with staff, so they are well versed in the Master Plan's development and recommendations prior to this presentation.

 Goal 1: Continue to Improve Department Operational Efficiencies Improve aspects of the municipal organizational structure that support the provision and oversight of the Village's parks, recreation facilities, programs, and activities. <i>Objective 1.1 - Review and optimize current and future organizational structure, reporting, streamlined activities, and services.</i>	 Goal 2: Increase Financial Opportunities Continue to find new and innovative means to provide Plantation residents with additional recreation opportunities. <i>Objective 2.1 - Develop specific events and activities opportunities.</i> <i>Objective 2.2 - Develop and implement a system to manage private/public master-planned throughout all parks and facilities.</i> <i>Objective 2.3 - Implement a comprehensive system that establishes a structure to manage the Park Department.</i>	 Goal 3: Continue to Improve Programs and Service Delivery Increase awareness of Plantation's existing skills, recreation opportunities and enhance program offerings to meet existing and future community needs. <i>Objective 3.1 - Explore opportunities to increase recreational activities based on demand and trends.</i> <i>Objective 3.2 - Explore opportunities to increase the number of cultural events based on demand and trends.</i> <i>Objective 3.3 - Develop and update the Park and Recreation Master Plan.</i>	 Goal 4: Improve Facilities and Amenities Improve existing park amenities and recreation facilities to create better user experiences, increase the usage of parks, and elevate levels of satisfaction. <i>Objective 4.1 - Expand greenways and trail connectivity.</i> <i>Objective 4.2 - Develop new amenities, including park improvements to trails and picnic areas.</i> <i>Objective 4.3 - Develop and implement a system to evaluate the condition of recreational facilities.</i>
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Implementation

As part of the Draft and Final Master Plan, Miller Legg will outline priority projects and project sequencing to complete the projects and cost estimates associated with each project.





7. Miller Legg Company Licenses



7. Miller Legg Company Licenses

**State of Florida
Department of State**

I certify from the records of this office that MILLER, LEGG & ASSOCIATES, INC. is a corporation organized under the laws of the State of Florida, filed on March 15, 1995.

The document number of this corporation is P95000021117.

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 January 17, 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 Seventeenth day of January, 2024



Secretary of State

Tracking Number: 7504013700

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

<https://www.sos.fl.us/VerifyCertificateOfStatus/CertificateAuthentication>

 **Department of Business & Professional Regulation**

HOME CONTACT US MY ACCOUNT

11:50:10 AM 1/16/2024

ONLINE SERVICES

- Apply for a License
- Verify a License
- View Food & Lodging Inspection
- File a Complaint
- Continuing Education Course Search
- View Application Status
- First Exam Information
- Unlicensed Activity Search
- AB&T Delinquent Invoice & Activity List Search

LICENSEE SEARCH OPTIONS

Data Contained in Search Results is Current As Of 01/04/2024 11:50 AM.

Search Results - 4 Records

Please see our [glossary of terms](#) for an explanation of the license status shown in these search results. For additional information, including any complaints or discipline, click on the name.

License Type	Name	Name Type	License Number/Rank	Status/Expires
Engineering Business Registry	MILLER LEGG	DBA	7318 Registry	Current
Main Address*: 13600 NW 57th STREET SUWAISE, FL 33025 Mailing Address*: 13600 NW 57th STREET SUWAISE, FL 33025				
Registered Landscape Architect	MILLER LEGG & ASSOCIATES INC.	DBA	LA0001336 Landscape Arc	Current, Active 11/30/2025
Main Address*: 1207 TERRY STONE COURT WESTON, FL 33026				
Landscape Architecture Business Information	MILLER LEGG & ASSOCIATES INC.	Primary	Business Info	Current, Active
Main Address*: 5747 N ANDREWS WAY PORT LAUDERDALE, FL 33066				
Engineering Business Registry	MILLER, LEGG & ASSOCIATES, INC.	Primary	7318 Registry	Current
Main Address*: 13600 NW 57th STREET SUWAISE, FL 33025 Mailing Address*: 13600 NW 57th STREET SUWAISE, FL 33025				

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* denotes
Main Address - This address is the Primary Address on file
Mailing Address - This is the address where the mail associated with a particular license will be sent (if different from the Main or License Location addresses)
License Location Address - This is the address where the place of business is physically located.

2025 Blue Stone Road, Tallahassee, FL 32309 Email: [Customer Contact Center](#) Customer Contact Center 850-487-1389

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Under Florida law, email addresses are public records. If you do not want your email address released in response to a public-records request, do not send electronic mail to this entity. Instead, contact the office by phone or by regular mail. If you have any questions, please contact 850-487-1389. *Pursuant to Section 450.27(1), Florida Statutes, effective October 1, 2012, licenses issued under Chapter 450, F.S. must provide the Department with an email address if they have one. The email provided may be used for official communication with the licensee. However, email addresses are public records. If you do not wish to supply a personal address, please provide the Department with an email address which can be made available to the public. Please see our Chapter 450 page to determine if you are affected by this change.



8. Miller Legg Certificate of Insurance

8. Miller Legg Certificate of Insurance

ACORD		CERTIFICATE OF LIABILITY INSURANCE		DATE (MM/DD/YYYY) 02/19/2024		
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 Aon Risk Services Central, Inc. 4220 Duncan Avenue Suite 401 St Louis, MO 63110		CONTACT NAME PHONE FAX E-MAIL ADDRESS		INSURER(S) AFFORDING COVERAGE NAME#		
INSURED Miller Legg & Associates, Inc. 13680 NW 5 Street, Suite 200 Sunrise, FL 33325 USA		INSURER A: TOWICH AMER INS CO INSURER B: AMERICAN GUAR & LIAB INS INSURER C: PACIFIC INS CO LTD INSURER D: INSURER E: INSURER F:		16535 16247 10046 		
COVERAGES		CERTIFICATE NUMBER: 750001036		REVISION NUMBER:		
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.						
LINE	TYPE OF INSURANCE	ADD/DEDUCT AND/AVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PROJECT ☐ LOC ☐ OTHER		0104293036	11/01/23	11/01/24	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (See schedule) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/PROP AGG \$ \$ 2,000,000 \$ 300,000 \$ 15,000 \$ 2,000,000 \$ 4,000,000 \$ 4,000,000 \$
A	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ HIRE AUTOS ONLY ☐ SCHEDULED AUTOS NON-OWNED AUTOS ONLY		BAP4293037	11/01/23	11/01/24	CORROD SINGLE DRFT SEA-BARRIERS BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) \$ \$ 2,000,000 \$ \$ \$
B	☒ UMBRELLA/LIAB ☒ OCCUR ☐ EXCESS LINE ☐ CLAIMS-MADE ☐ CDD ☐ RETENTIONS		EXP4459742	11/01/23	11/01/24	EACH OCCURRENCE AGGREGATE \$ \$ 10,000,000 \$ 10,000,000 \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/EMPLOYEE/CLERK/ETC (Mandatory in FL) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N ☒ N ☐ A	WC6293035	11/01/23	11/01/24	☒ PER STATUTE ☐ OTHER E.L. EACH ACCIDENT E.L. DISEASE - EX-EMPLOYEE E.L. DISEASE - POLICY LIMIT \$ 1,000,000 \$ 1,000,000 \$ 1,000,000
C	Professional Liability		93 ON 0585217-23	12/15/23	12/15/24	Per Claim/agg \$M/10M
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 995, Additional Resources Schedule, may be attached if more space is required)						
For Proposal Purposes						
CERTIFICATE HOLDER Miller Legg & Associates, Inc. 13680 NW 5 Street, Suite 200 Sunrise, FL 33325 USA			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 Aon Risk Services Central, Inc.			
ACORD 25 (2016/03) jameen.coats@aon.com 750001036			© 1988-2015 ACORD CORPORATION. All rights reserved. The ACORD name and logo are registered marks of ACORD			



Contact:

Michael Kroll, RLA, FASLA

President

954.628.3651

mkroll@millerlegg.com





Council Communication

To: Mayor and Village Council
From: Mary Swaney, Procurements & Grants Administrator, Robert Cole, Village Manager
Date: June 11, 2024
SUBJECT: **Resolution Approving FDOT SFY 2024 Public Transit Service Development Program Grant Agreement for Expanded Ridesharing Services - TAB 19**

Background:

FREEBEE BACKGROUND:

Freebee is a company based in Miami that provides local transportation in electric vehicles free of charge to riders through requests via a smartphone app. The service is successful in many cities and districts in South Florida and continues to expand to new service areas. Freebee is funded primarily by municipal funds through agreements with local governments as part of local public transportation plans and in combination with private advertising dollars through placement of ads on the Freebee vehicles.

Freebee Managing Partner Jason Siegel originally introduced Freebee, the public transit service Freebee provides, the carbon emissions savings potential, and other program benefits, during a presentation to the Village Council in July 2018. The Village Council initially approved a six-month Freebee trial program that began in November 2018. Based on the popularity of the trial program, the Council has approved annual agreements with Freebee that included incremental service expansions and service improvements over the years. Full details of expansions and improvements are described in the agenda item for consideration of the proposed Agreement with Freebee.

The current services are provided utilizing three Freebee vehicles that are in operation on the following schedule:

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

* The proposed new hours will be 7AM to 12AM for three vehicles operating seven days per week, subject to further negotiation with FDOT, as briefly described below.

FDOT PUBLIC TRANSIT GRANT BACKGROUND:

The Florida Department of Transportation (“FDOT”) Public Transit Service Development Program Grant (the “FDOT Transit Development Grant”) is available specifically for new transit service development. The Village did not apply for the grant when Council was first considering the Freebee services because the Council wanted to start with a trial program and the timing of the grant application deadline and grant funding period would have delayed implementation of services by a year or more.

Because the Village had already entered into an agreement for services with Freebee, when applying for an FDOT Transit Development Grant, the Village needed to propose an expansion to existing services to be eligible for the funding. Expansion may include the addition of vehicles, increased route areas, and increased service hours. Expanded service hours was selected as the tool to access the FDOT grant opportunity.

At the direction of the Village Council to apply for state funds for the Freebee program, in May 20, 2022, Village staff applied for the FDOT Transit Development Grant for funding for an expansion of Freebee’s services. Through the grant, the schedule for Freebee’s services would be expanded to provide all three Freebee vehicles to be in service from 7:00 a.m. to 12:00 a.m. (17 hours) seven days per week based on discussions with the Village Council and Freebee about the preferred schedule and increasing the availability of vehicles to expand ridership and improve customer service. Upon accepting this FDOT grant, staff will contact FDOT in an effort to modify the grant terms in order to move away from specified operating hours to a total number of service hours, thereby maintaining the minimum operating availability standards while maximizing the flexibility necessary to support effective and efficient service. It should also be noted that Monroe County has launched a separate Freebee initiative involving Key West and Stock Island, with plans to expand the service to other areas, including Islamorada. Once the County is ready to provide local service, staff will work with Freebee, FDOT, and Monroe County to facilitate the transition to the County-operated and managed program.

On October 26, 2022, FDOT notified the Village that its application for State Fiscal Year 2024 (SFY24) funding was approved. Total annual costs as proposed by Freebee for three vehicles to operate seven days per week, 17 hours per day (total 357 hours per week instead of 210 hours per week) would be \$553,330.00. The grant would provide 50% funding (\$276,665.00), and the Village’s share would also be \$276,665.00. For the Village, this would be an annual decrease of \$65,839.00 from the current annual amount under the current contract while providing expanded services.

The FDOT Public Transit Service Development Program can provide funding for up to three years if program funding is made available by the state each year. The SFY24 period would be Year 1 of three years. Due to the number of applications they receive each year and the limited amount of funds available, FDOT requires applicants to apply for funding each year. To be in a good position for the grant funding in future fiscal years, the Village’s application included a request for funding over a three-year period to continue the expanded services and costs. The grant application for FDOT SFY25 (Year 2) funding was submitted in May 2023; notification of award was received on October 9, 2023. The application for SFY26 (Year 3) funding was submitted on May 9, 2024; notification regarding award would be expected in October 2024. To apply for an additional three-year period of funding after SFY 26, the Village would need to expand services in some other way (i.e., add vehicles, lengthen the route, increase hours). Any proposal for such expansion would be offered for consideration at a later date.

Analysis:

Grant funding cannot begin until full execution of the Grant Agreement developed by FDOT (provided as Exhibit "A" to the proposed resolution). FDOT transmitted the Grant Agreement to the Village for execution on August 10, 2023. A resolution was drafted to allow the Council to accept the FDOT Transit Development Grant Agreement and direct the Interim Village Manager to execute the Agreement at the September 7, 2023, Village Council meeting. At that meeting, the Village Council gave direction to consider alternative ridesharing services through a competitive procurement process and to defer acceptance of the FDOT grant until that process could be accomplished.

Approval of the proposed resolution authorizing execution of the grant on June 11, 2024, would allow the Village to take advantage of a portion of the SFY24 funding. The executed Agreement would be transmitted to the FDOT and become effective when returned to the Village fully executed. The exact timeline is not established, but the FDOT fiscal year ends June 30, so it is expected the Village would receive the fully executed agreement soon after that date. The term of the Agreement would be from the date of execution through December 31, 2024. This would allow the Village to benefit from five or more months of 50% funding through the grant.

For efficiency, it is recommended that the grant be approved for the services as currently provided in the document. Changes to the service hours and/or number of vehicles could be evaluated during the months after implementation of the newly expanded services and a request to amend the grant agreement for Year 2 could be submitted for FDOT consideration.

If the Village Council accepts the award to fund 50% of the increased cost of expanded services, the Village and Freebee would need to enter into an agreement for the expanded services effective during the remaining term of the 2024 FDOT Transit Development Grant Agreement.

Budget Impact:

The current Freebee services are provided at a cost of \$342,504.00 annually paid in twelve (12) payments of \$28,542.00 and are accounted for in the Transportation Fund. The cost of the expanded services would be \$553,330.00 annually paid in twelve (12) payments of \$46,110.00. The grant would provide 50% funding (\$276,665.00), and the Village's share would also be \$276,665.00. This would result in a \$65,839.00 annualized reduction of expenditures in the Transportation Fund while providing an increased level of service.

It should again be noted (as per narrative in the Staff Analysis Section) that Monroe County is amidst launching Freebee service in Key West and Stock Island, with service expansion planned for the balance of Monroe County, including Islamorada. Our program would transfer to Monroe County at that time.

Staff Impact:

Village staff would coordinate the activities of the Grant Agreement and submit reimbursement requests.

Recommendation:

It is recommended that the Village Council approve the proposed resolution approving the Grant Agreement and authorizing the Village Manager to execute all necessary documents to implement the terms of the Agreement.

Attachments:

1. Resolution-FDOT_Transit_Grant-Year_1
2. Exhibit 1 FDOT Transit Program Grant_SFYZ4

RESOLUTION NO. 24-

A RESOLUTION OF THE VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA, ACCEPTING THE GRANT AWARD FROM THE FLORIDA DEPARTMENT OF TRANSPORTATION; APPROVING THE GRANT AGREEMENT G2M67 BETWEEN THE FLORIDA DEPARTMENT OF TRANSPORTATION AND ISLAMORADA, VILLAGE OF ISLANDS TO PROVIDE REIMBURSEMENT FUNDING FOR PUBLIC TRANSPORTATION DEVELOPMENT THROUGH EXPANSION OF THE FREEBEE PROGRAM; AUTHORIZING THE VILLAGE MANAGER TO EXECUTE THE AGREEMENT; AUTHORIZING VILLAGE OFFICIALS TO IMPLEMENT THE TERMS AND CONDITIONS OF THE AGREEMENT; AUTHORIZING THE VILLAGE MANAGER TO EXPEND BUDGETED FUNDS; AND PROVIDING AN EFFECTIVE DATE

WHEREAS, Islamorada, Village of Islands (the "Village") is committed to reducing road congestion and reducing carbon emissions residents and visitors; and

WHEREAS, Freebee is a company based in Miami that provides local transportation in electric vehicles free of charge to riders through requests via a smartphone app.; and

WHEREAS, the Village Council initially approved a six-month Freebee trial program that began in November 2018 and subsequently approved annual agreements with Freebee that included incremental service expansions and service improvements over the years; and

WHEREAS, the Florida Department of Transportation ("FDOT") Public Transit Service Development Program Grant (the "FDOT Transit Development Grant") is available specifically for new transit service development; and

WHEREAS, in May 20, 2022, Village staff applied for the FDOT Transit Development Grant for funding for an expansion Freebee's services eligible for FDOT Transit Development Grant Funding; and

WHEREAS, on October 26, 2022, FDOT notified the Village that its application for FDOT Transit Development Grant State Fiscal Year 2024 (SFY24) funding for fifty percent (50%) of the Five Hundred Fifty Three Thousand Three Hundred Thirty dollar (\$553,330.00) annual cost for the Freebee services was approved; and

WHEREAS, on August 10, 2023, FDOT transmitted the Grant Agreement to the Village for execution; and

WHEREAS, the grant funding for fifty percent of the cost of the services cannot be implemented until full execution of the Grant Agreement developed by FDOT, attached hereto as Exhibit "A"; and

WHEREAS, the Village Council finds that acceptance of the FDOT Transit Development Grant and approval 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 incorporated into this Resolution by this Reference.

Section 2. **Acceptance of Grant and Approval of Agreement.** The Village Council hereby accepts the Florida Department of Transportation ("FDOT") Public Transit Service Development Program Grant G2M67 between the FDOT and the Village for reimbursement of fifty percent (50%) of costs for the expansion of Freebee services, attached hereto as Exhibit "1", together with such non-material changes as may be acceptable to the Village Manager and approved as to form and legality by the Village Attorney.

Section 3. **Execution of Agreement.** The Village Mayor is authorized to execute the

Agreement on behalf of the Village, to execute any other required agreements and/or documents to implement the terms and conditions of the Agreement and to execute any extensions and/or amendments to the Agreement, subject to the approval as to form and legality by the Village Attorney.

Section 4. **Authorization of Village Officials.** The Village Manager and/or his designee and the Village Attorney are authorized to take all actions necessary to implement the terms and conditions of the Agreement.

Section 5. **Authorization of Funds 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 6. **Effective Date.** This Resolution shall become effective immediately upon its adoption.

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	_____
Councilman Mark Gregg	_____
Councilwoman Elizabeth Jolin	_____
Councilman Henry Rosenthal	_____

JOSEPH B. PINDER III, MAYOR

ATTEST:

MARNE MCGRATH, VILLAGE CLERK

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

JOHN J. QUICK, INTERIM VILLAGE ATTORNEY

**PUBLIC TRANSPORTATION
GRANT AGREEMENT**

Financial Project Number(s): (item-segment-phase-sequence) 452162-1-84-01	Fund(s): Work Activity Code/Function: Federal Number/Federal Award Identification Number (FAIN) – Transit only:	DPTO 215 N/A N/A	FLAIR Category: 088774 Object Code: 751000 Org. Code: 55062020629 Vendor Number: F650830851006
Contract Number: G2M67	Federal Award Date:	N/A	
CFDA Number: N/A	Agency SAM/UEI Number:	N/A	
CFDA Title: N/A			
CSFA Number: 55.012			
CSFA Title: Public Transit Service Development Program			

THIS PUBLIC TRANSPORTATION GRANT AGREEMENT ("Agreement") is entered into _____, by and between the State of Florida, Department of Transportation, ("Department"), and Islamorada Village of Islands, ("Agency"). The Department and the Agency are sometimes referred to in this Agreement as a "Party" and collectively as the "Parties."

NOW, THEREFORE, in consideration of the mutual benefits to be derived from joint participation on the Project, the Parties agree to the following:

- 1. Authority.** The Agency, by Resolution or other form of official authorization, a copy of which is attached as **Exhibit "D", Agency Resolution** and made a part of this Agreement, has authorized its officers to execute this Agreement on its behalf. The Department has the authority pursuant to Section(s) 341.051, Florida Statutes, to enter into this Agreement.
- 2. Purpose of Agreement.** The purpose of this Agreement is to provide for the Department's participation in Islamorada Village of Islands will extend its Freebee service hours for all three (3) vehicles to start at 7 AM and end at 12 AM, as further described in **Exhibit "A", Project Description and Responsibilities**, attached and incorporated into this Agreement ("Project"), to provide Department financial assistance to the Agency, state the terms and conditions upon which Department funds will be provided, and to set forth the manner in which the Project will be undertaken and completed.
- 3. Program Area.** For identification purposes only, this Agreement is implemented as part of the Department program area selected below (select all programs that apply):

- ☐ Aviation
- ☐ Seaports
- ☒ Transit
- ☐ Intermodal
- ☐ Rail Crossing Closure
- ☐ Match to Direct Federal Funding (Aviation or Transit)
- ☐ (Note: Section 15 and Exhibit G do not apply to federally matched funding)
- ☐ Other

- 4. Exhibits.** The following Exhibits are attached and incorporated into this Agreement:

- ☒ Exhibit A: Project Description and Responsibilities
- ☒ Exhibit B: Schedule of Financial Assistance
- ☐ *Exhibit B1: Deferred Reimbursement Financial Provisions
- ☐ *Exhibit B2: Advance Payment Financial Provisions
- ☐ *Exhibit B3: Alternative Advanced Pay (Transit Bus Program)
- ☐ *Exhibit C: Terms and Conditions of Construction
- ☒ Exhibit D: Agency Resolution
- ☒ Exhibit E: Program Specific Terms and Conditions
- ☒ Exhibit F: Contract Payment Requirements
- ☒ *Exhibit G: Audit Requirements for Awards of State Financial Assistance

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- ___ *Exhibit H: Audit Requirements for Awards of Federal Financial Assistance
___ *Exhibit I: Certification of Disbursement of Payment to Vehicle and/or Equipment Vendor
___ *Additional Exhibit(s):

*Indicates that the Exhibit is only attached and incorporated if applicable box is selected.

5. Time. Unless specified otherwise, all references to “days” within this Agreement refer to calendar days.

6. Term of Agreement. This Agreement shall commence upon full execution by both Parties (“Effective Date”) and continue through December 31, 2024. If the Agency does not complete the Project within this time period, this Agreement will expire unless an extension of the time period is requested by the Agency and granted in writing by the Department prior to the expiration of this Agreement. Expiration of this Agreement will be considered termination of the Project. The cost of any work performed prior to the Effective Date or after the expiration date of this Agreement will not be reimbursed by the Department.

a. ___ If this box is checked the following provision applies:

Unless terminated earlier, work on the Project shall commence no later than the ___ day of ___, or within ___ days of the issuance of the Notice to Proceed for the construction phase of the Project (if the Project involves construction), whichever date is earlier. The Department shall have the option to immediately terminate this Agreement should the Agency fail to meet the above-required dates.

7. Amendments, Extensions, and Assignment. This Agreement may be amended or extended upon mutual written agreement of the Parties. This Agreement shall not be renewed. This Agreement shall not be assigned, transferred, or otherwise encumbered by the Agency under any circumstances without the prior written consent of the Department.

8. Termination or Suspension of Project. The Department may, by written notice to the Agency, suspend any or all of the Department’s obligations under this Agreement for the Agency’s failure to comply with applicable law or the terms of this Agreement until such time as the event or condition resulting in such suspension has ceased or been corrected.

- a. Notwithstanding any other provision of this Agreement, if the Department intends to terminate the Agreement, the Department shall notify the Agency of such termination in writing at least thirty (30) days prior to the termination of the Agreement, with instructions to the effective date of termination or specify the stage of work at which the Agreement is to be terminated.
- b. The Parties to this Agreement may terminate this Agreement when its continuation would not produce beneficial results commensurate with the further expenditure of funds. In this event, the Parties shall agree upon the termination conditions.
- c. If the Agreement is terminated before performance is completed, the Agency shall be paid only for that work satisfactorily performed for which costs can be substantiated. Such payment, however, may not exceed the equivalent percentage of the Department’s maximum financial assistance. If any portion of the Project is located on the Department’s right-of-way, then all work in progress on the Department right-of-way will become the property of the Department and will be turned over promptly by the Agency.
- d. In the event the Agency fails to perform or honor the requirements and provisions of this Agreement, the Agency shall promptly refund in full to the Department within thirty (30) days of the termination of the Agreement any funds that were determined by the Department to have been expended in violation of the Agreement.
- e. The Department reserves the right to unilaterally cancel this Agreement for failure by the Agency to comply with the Public Records provisions of Chapter 119, Florida Statutes.

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- a. The estimated total cost of the Project is \$553,330. This amount is based upon **Exhibit "B", Schedule of Financial Assistance**. The timeline for deliverables and distribution of estimated amounts between deliverables within a grant phase, as outlined in **Exhibit "B", Schedule of Financial Assistance**, may be modified by mutual written agreement of the Parties and does not require execution of an **Amendment to the Public Transportation Grant Agreement**. The timeline for deliverables and distribution of estimated amounts between grant phases requires an amendment executed by both Parties in the same form as this Agreement.
- b. The Department agrees to participate in the Project cost up to the maximum amount of \$276,665 and, the Department's participation in the Project shall not exceed 50.00% of the total eligible cost of the Project, and as more fully described in **Exhibit "B", Schedule of Financial Assistance**. The Agency agrees to bear all expenses in excess of the amount of the Department's participation and any cost overruns or deficits involved.

10. Compensation and Payment:

- a. **Eligible Cost.** The Department shall reimburse the Agency for allowable costs incurred as described in **Exhibit "A", Project Description and Responsibilities**, and as set forth in **Exhibit "B", Schedule of Financial Assistance**.
- b. **Deliverables.** The Agency shall provide quantifiable, measurable, and verifiable units of deliverables. Each deliverable must specify the required minimum level of service to be performed and the criteria for evaluating successful completion. The Project and the quantifiable, measurable, and verifiable units of deliverables are described more fully in **Exhibit "A", Project Description and Responsibilities**. Modifications to the deliverables in **Exhibit "A", Project Description and Responsibilities** requires a formal written amendment.
- c. **Invoicing.** Invoices shall be submitted no more often than monthly by the Agency in detail sufficient for a proper pre-audit and post-audit, based on the quantifiable, measurable, and verifiable deliverables as established in **Exhibit "A", Project Description and Responsibilities**. Deliverables and costs incurred must be received and approved by the Department prior to reimbursement. Requests for reimbursement by the Agency shall include an invoice, progress report, and supporting documentation for the deliverables being billed that are acceptable to the Department. The Agency shall use the format for the invoice and progress report that is approved by the Department.
- d. **Supporting Documentation.** Supporting documentation must establish that the deliverables were received and accepted in writing by the Agency and must also establish that the required minimum standards or level of service to be performed based on the criteria for evaluating successful completion as specified in **Exhibit "A", Project Description and Responsibilities** has been met. All costs invoiced shall be supported by properly executed payrolls, time records, invoices, contracts, or vouchers evidencing in proper detail the nature and propriety of charges as described in **Exhibit "F", Contract Payment Requirements**.
- e. **Travel Expenses.** The selected provision below is controlling regarding travel expenses:

☒ Travel expenses are NOT eligible for reimbursement under this Agreement.

☐ Travel expenses ARE eligible for reimbursement under this Agreement. Bills for travel expenses specifically authorized in this Agreement shall be submitted on the Department's Contractor Travel Form No. 300-000-06 and will be paid in accordance with Section 112.061,

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Florida Statutes, and the most current version of the Department's Disbursement Handbook for Employees and Managers.

- f. Financial Consequences.** Payment shall be made only after receipt and approval of deliverables and costs incurred unless advance payments are authorized by the Chief Financial Officer of the State of Florida under Chapters 215 and 216, Florida Statutes, or the Department's Comptroller under Section 334.044(29), Florida Statutes. If the Department determines that the performance of the Agency is unsatisfactory, the Department shall notify the Agency of the deficiency to be corrected, which correction shall be made within a time-frame to be specified by the Department. The Agency shall, within thirty (30) days after notice from the Department, provide the Department with a corrective action plan describing how the Agency will address all issues of contract non-performance, unacceptable performance, failure to meet the minimum performance levels, deliverable deficiencies, or contract non-compliance. If the corrective action plan is unacceptable to the Department, the Agency will not be reimbursed. If the deficiency is subsequently resolved, the Agency may bill the Department for the amount that was previously not reimbursed during the next billing period. If the Agency is unable to resolve the deficiency, the funds shall be forfeited at the end of the Agreement's term.

- g. Invoice Processing.** An Agency receiving financial assistance from the Department should be aware of the following time frames. Inspection or verification and approval of deliverables shall take no longer than 20 days from the Department's receipt of the invoice. The Department has 20 days to deliver a request for payment (voucher) to the Department of Financial Services. The 20 days are measured from the latter of the date the invoice is received or the deliverables are received, inspected or verified, and approved.

If a payment is not available within 40 days, a separate interest penalty at a rate as established pursuant to Section 55.03(1), Florida Statutes, will be due and payable, in addition to the invoice amount, to the Agency. Interest penalties of less than one (1) dollar will not be enforced unless the Agency requests payment. Invoices that have to be returned to an Agency because of Agency preparation errors will result in a delay in the payment. The invoice payment requirements do not start until a properly completed invoice is provided to the Department.

A Vendor Ombudsman has been established within the Department of Financial Services. The duties of this individual include acting as an advocate for Agency who may be experiencing problems in obtaining timely payment(s) from a state agency. The Vendor Ombudsman may be contacted at (850) 413-5516.

- h. Records Retention.** The Agency shall maintain an accounting system or separate accounts to ensure funds and projects are tracked separately. Records of costs incurred under the terms of this Agreement shall be maintained and made available upon request to the Department at all times during the period of this Agreement and for five years after final payment is made. Copies of these records shall be furnished to the Department upon request. Records of costs incurred include the Agency's general accounting records and the Project records, together with supporting documents and records, of the Contractor and all subcontractors performing work on the Project, and all other records of the Contractor and subcontractors considered necessary by the Department for a proper audit of costs.
- i. Progress Reports.** Upon request, the Agency agrees to provide progress reports to the Department in the standard format used by the Department and at intervals established by the Department. The Department will be entitled at all times to be advised, at its request, as to the status of the Project and of details thereof.
- j. Submission of Other Documents.** The Agency shall submit to the Department such data, reports, records, contracts, and other documents relating to the Project as the Department

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may require as listed in **Exhibit "E", Program Specific Terms and Conditions** attached to and incorporated into this Agreement.

- k. **Offsets for Claims.** If, after Project completion, any claim is made by the Department resulting from an audit or for work or services performed pursuant to this Agreement, the Department may offset such amount from payments due for work or services done under any agreement that it has with the Agency owing such amount if, upon written demand, payment of the amount is not made within 60 days to the Department. Offsetting any amount pursuant to this paragraph shall not be considered a breach of contract by the Department.
- l. **Final Invoice.** The Agency must submit the final invoice on the Project to the Department within 120 days after the completion of the Project. Invoices submitted after the 120-day time period may not be paid.
- m. **Department's Performance and Payment Contingent Upon Annual Appropriation by the Legislature.** The Department's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. If the Department's funding for this Project is in multiple fiscal years, a notice of availability of funds from the Department's project manager must be received prior to costs being incurred by the Agency. See **Exhibit "B", Schedule of Financial Assistance** for funding levels by fiscal year. Project costs utilizing any fiscal year funds are not eligible for reimbursement if incurred prior to funds approval being received. The Department will notify the Agency, in writing, when funds are available.
- n. **Limits on Contracts Exceeding \$25,000 and Term more than 1 Year.** In the event this Agreement is in excess of \$25,000 and has a term for a period of more than one year, the provisions of Section 339.135(6)(a), Florida Statutes, are hereby incorporated:

"The Department, during any fiscal year, shall not expend money, incur any liability, or enter into any contract which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such contract. The Department shall require a statement from the comptroller of the Department that funds are available prior to entering into any such contract or other binding commitment of funds. Nothing herein contained shall prevent the making of contracts for periods exceeding 1 year, but any contract so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years; and this paragraph shall be incorporated verbatim in all contracts of the Department which are for an amount in excess of \$25,000 and which have a term for a period of more than 1 year."
- o. **Agency Obligation to Refund Department.** Any Project funds made available by the Department pursuant to this Agreement that are determined by the Department to have been expended by the Agency in violation of this Agreement or any other applicable law or regulation shall be promptly refunded in full to the Department. Acceptance by the Department of any documentation or certifications, mandatory or otherwise permitted, that the Agency files shall not constitute a waiver of the Department's rights as the funding agency to verify all information at a later date by audit or investigation.
- p. **Non-Eligible Costs.** In determining the amount of the payment, the Department will exclude all Project costs incurred by the Agency prior to the execution of this Agreement, costs incurred after the expiration of the Agreement, costs that are not provided for in **Exhibit "A", Project Description and Responsibilities**, and as set forth in **Exhibit "B", Schedule of Financial Assistance**, costs agreed to be borne by the Agency or its contractors and subcontractors for

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not meeting the Project commencement and final invoice time lines, and costs attributable to goods or services received under a contract or other arrangement that has not been approved in writing by the Department. Specific unallowable costs may be listed in **Exhibit "A", Project Description and Responsibilities**.

11. General Requirements. The Agency shall complete the Project with all practical dispatch in a sound, economical, and efficient manner, and in accordance with the provisions in this Agreement and all applicable laws.

- a. **Necessary Permits Certification.** The Agency shall certify to the Department that the Agency's design consultant and/or construction contractor has secured the necessary permits.
- b. **Right-of-Way Certification.** If the Project involves construction, then the Agency shall provide to the Department certification and a copy of appropriate documentation substantiating that all required right-of-way necessary for the Project has been obtained. Certification is required prior to authorization for advertisement for or solicitation of bids for construction of the Project, even if no right-of-way is required.
- c. **Notification Requirements When Performing Construction on Department's Right-of-Way.** In the event the cost of the Project is greater than \$250,000.00, and the Project involves construction on the Department's right-of-way, the Agency shall provide the Department with written notification of either its intent to:
 - i. Require the construction work of the Project that is on the Department's right-of-way to be performed by a Department prequalified contractor, or
 - ii. Construct the Project utilizing existing Agency employees, if the Agency can complete said Project within the time frame set forth in this Agreement.
- d. ☐ If this box is checked, then the Agency is permitted to utilize its own forces and the following provision applies: **Use of Agency Workforce.** In the event the Agency proceeds with any phase of the Project utilizing its own forces, the Agency will only be reimbursed for direct costs (this excludes general overhead).
- e. ☐ If this box is checked, then the Agency is permitted to utilize **Indirect Costs: Reimbursement for Indirect Program Expenses** (select one):
 - i. ☐ Agency has selected to seek reimbursement from the Department for actual indirect expenses (no rate).
 - ii. ☐ Agency has selected to apply a de minimus rate of 10% to modified total direct costs. Note: The de minimus rate is available only to entities that have never had a negotiated indirect cost rate. When selected, the de minimus rate must be used consistently for all federal awards until such time the agency chooses to negotiate a rate. A cost policy statement and de minimis certification form must be submitted to the Department for review and approval.
 - iii. ☐ Agency has selected to apply a state or federally approved indirect cost rate. A federally approved rate agreement or indirect cost allocation plan (ICAP) must be submitted annually.
- f. **Agency Compliance with Laws, Rules, and Regulations, Guidelines, and Standards.** The Agency shall comply and require its contractors and subcontractors to comply with all terms and conditions of this Agreement and all federal, state, and local laws and regulations applicable to this Project.

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- g. Claims and Requests for Additional Work.** The Agency shall have the sole responsibility for resolving claims and requests for additional work for the Project. The Agency will make best efforts to obtain the Department's input in its decisions. The Department is not obligated to reimburse for claims or requests for additional work.

12. Contracts of the Agency:

- a. Approval of Third Party Contracts.** The Department specifically reserves the right to review and approve any and all third party contracts with respect to the Project before the Agency executes or obligates itself in any manner requiring the disbursement of Department funds, including consultant and purchase of commodities contracts, or amendments thereto. If the Department chooses to review and approve third party contracts for this Project and the Agency fails to obtain such approval, that shall be sufficient cause for nonpayment by the Department. The Department specifically reserves unto itself the right to review the qualifications of any consultant or contractor and to approve or disapprove the employment of the same. If Federal Transit Administration (FTA) funds are used in the Project, the Department must exercise the right to third party contract review.
- b. Procurement of Commodities or Contractual Services.** It is understood and agreed by the Parties hereto that participation by the Department in a project with the Agency, where said project involves the purchase of commodities or contractual services where purchases or costs exceed the Threshold Amount for CATEGORY TWO per Section 287.017, Florida Statutes, is contingent on the Agency complying in full with the provisions of Section 287.057, Florida Statutes. The Agency's Authorized Official shall certify to the Department that the Agency's purchase of commodities or contractual services has been accomplished in compliance with Section 287.057, Florida Statutes. It shall be the sole responsibility of the Agency to ensure that any obligations made in accordance with this Section comply with the current threshold limits. Contracts, purchase orders, task orders, construction change orders, or any other agreement that would result in exceeding the current budget contained in **Exhibit "B", Schedule of Financial Assistance**, or that is not consistent with the Project description and scope of services contained in **Exhibit "A", Project Description and Responsibilities** must be approved by the Department prior to Agency execution. Failure to obtain such approval, and subsequent execution of an amendment to the Agreement if required, shall be sufficient cause for nonpayment by the Department, in accordance with this Agreement.
- c. Consultants' Competitive Negotiation Act.** It is understood and agreed by the Parties to this Agreement that participation by the Department in a project with the Agency, where said project involves a consultant contract for professional services, is contingent on the Agency's full compliance with provisions of Section 287.055, Florida Statutes, Consultants' Competitive Negotiation Act. In all cases, the Agency's Authorized Official shall certify to the Department that selection has been accomplished in compliance with the Consultants' Competitive Negotiation Act.
- d. Disadvantaged Business Enterprise (DBE) Policy and Obligation.** It is the policy of the Department that DBEs, as defined in 49 C.F.R. Part 26, as amended, shall have the opportunity to participate in the performance of contracts financed in whole or in part with Department funds under this Agreement. The DBE requirements of applicable federal and state laws and regulations apply to this Agreement. The Agency and its contractors agree to ensure that DBEs have the opportunity to participate in the performance of this Agreement. In this regard, all recipients and contractors shall take all necessary and reasonable steps in accordance with applicable federal and state laws and regulations to ensure that the DBEs have the opportunity to compete for and perform contracts. The Agency and its contractors and subcontractors shall not discriminate on the basis of race, color, national origin or sex in the award and performance of contracts, entered pursuant to this Agreement.

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13. Maintenance Obligations. In the event the Project includes construction or the acquisition of commodities then the following provisions are incorporated into this Agreement:

- a. The Agency agrees to accept all future maintenance and other attendant costs occurring after completion of the Project for all improvements constructed or commodities acquired as part of the Project. The terms of this provision shall survive the termination of this Agreement.

14. Sale, Transfer, or Disposal of Department-funded Property:

- a. The Agency will not sell or otherwise transfer or dispose of any part of its title or other interests in real property, facilities, or equipment funded in any part by the Department under this Agreement without prior written approval by the Department.
- b. If a sale, transfer, or disposal by the Agency of all or a portion of Department-funded real property, facilities, or equipment is approved by the Department, the following provisions will apply:
 - i. The Agency shall reimburse the Department a proportional amount of the proceeds of the sale of any Department-funded property.
 - ii. The proportional amount shall be determined on the basis of the ratio of the Department funding of the development or acquisition of the property multiplied against the sale amount, and shall be remitted to the Department within ninety (90) days of closing of sale.
 - iii. Sale of property developed or acquired with Department funds shall be at market value as determined by appraisal or public bidding process, and the contract and process for sale must be approved in advance by the Department.
 - iv. If any portion of the proceeds from the sale to the Agency are non-cash considerations, reimbursement to the Department shall include a proportional amount based on the value of the non-cash considerations.
- c. The terms of provisions "a" and "b" above shall survive the termination of this Agreement.
 - i. The terms shall remain in full force and effect throughout the useful life of facilities developed, equipment acquired, or Project items installed within a facility, but shall not exceed twenty (20) years from the effective date of this Agreement.
 - ii. There shall be no limit on the duration of the terms with respect to real property acquired with Department funds.

15. Single Audit. The administration of Federal or State resources awarded through the Department to the Agency by this Agreement may be subject to audits and/or monitoring by the Department. The following requirements do not limit the authority of the Department to conduct or arrange for the conduct of additional audits or evaluations of Federal awards or State financial assistance or limit the authority of any state agency inspector general, the State of Florida Auditor General, or any other state official. The Agency shall comply with all audit and audit reporting requirements as specified below.

Federal Funded:

- a. In addition to reviews of audits conducted in accordance with 2 CFR Part 200, Subpart F – Audit Requirements, monitoring procedures may include but not be limited to on-site visits by Department staff and/or other procedures, including reviewing any required performance and financial reports, following up, ensuring corrective action, and issuing management decisions on weaknesses found through audits when those findings pertain to Federal awards provided

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through the Department by this Agreement. By entering into this Agreement, the Agency agrees to comply and cooperate fully with any monitoring procedures/processes deemed appropriate by the Department. The Agency further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Department, State of Florida Chief Financial Officer (CFO), or State of Florida Auditor General.

- b. The Agency, a non-Federal entity as defined by 2 CFR Part 200, Subpart F – Audit Requirements, as a subrecipient of a Federal award awarded by the Department through this Agreement, is subject to the following requirements:
 - i. In the event the Agency expends a total amount of Federal awards equal to or in excess of the threshold established by 2 CFR Part 200, Subpart F – Audit Requirements, the Agency must have a Federal single or program-specific audit conducted for such fiscal year in accordance with the provisions of 2 CFR Part 200, Subpart F – Audit Requirements. **Exhibit “H”, Audit Requirements for Awards of Federal Financial Assistance**, to this Agreement provides the required Federal award identification information needed by the Agency to further comply with the requirements of 2 CFR Part 200, Subpart F – Audit Requirements. In determining Federal awards expended in a fiscal year, the Agency must consider all sources of Federal awards based on when the activity related to the Federal award occurs, including the Federal award provided through the Department by this Agreement. The determination of amounts of Federal awards expended should be in accordance with the guidelines established by 2 CFR Part 200, Subpart F – Audit Requirements. An audit conducted by the State of Florida Auditor General in accordance with the provisions of 2 CFR Part 200, Subpart F – Audit Requirements, will meet the requirements of this part.
 - ii. In connection with the audit requirements, the Agency shall fulfill the requirements relative to the auditee responsibilities as provided in 2 CFR Part 200, Subpart F – Audit Requirements.
 - iii. In the event the Agency expends less than the threshold established by 2 CFR Part 200, Subpart F – Audit Requirements, in Federal awards, the Agency is exempt from Federal audit requirements for that fiscal year. However, the Agency must provide a single audit exemption statement to the Department at FDOTSingleAudit@dot.state.fl.us no later than nine months after the end of the Agency’s audit period for each applicable audit year. In the event the Agency expends less than the threshold established by 2 CFR Part 200, Subpart F – Audit Requirements, in Federal awards in a fiscal year and elects to have an audit conducted in accordance with the provisions of 2 CFR Part 200, Subpart F – Audit Requirements, the cost of the audit must be paid from non-Federal resources (*i.e.*, the cost of such an audit must be paid from the Agency’s resources obtained from other than Federal entities).
 - iv. The Agency must electronically submit to the Federal Audit Clearinghouse (FAC) at <https://harvester.census.gov/facweb/> the audit reporting package as required by 2 CFR Part 200, Subpart F – Audit Requirements, within the earlier of 30 calendar days after receipt of the auditor’s report(s) or nine months after the end of the audit period. The FAC is the repository of record for audits required by 2 CFR Part 200, Subpart F – Audit Requirements. However, the Department requires a copy of the audit reporting package also be submitted to FDOTSingleAudit@dot.state.fl.us within the earlier of 30 calendar days after receipt of the auditor’s report(s) or nine months after the end of the audit period as required by 2 CFR Part 200, Subpart F – Audit Requirements.
 - v. Within six months of acceptance of the audit report by the FAC, the Department will review the Agency’s audit reporting package, including corrective action plans and

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management letters, to the extent necessary to determine whether timely and appropriate action on all deficiencies has been taken pertaining to the Federal award provided through the Department by this Agreement. If the Agency fails to have an audit conducted in accordance with 2 CFR Part 200, Subpart F – Audit Requirements, the Department may impose additional conditions to remedy noncompliance. If the Department determines that noncompliance cannot be remedied by imposing additional conditions, the Department may take appropriate actions to enforce compliance, which actions may include but not be limited to the following:

1. Temporarily withhold cash payments pending correction of the deficiency by the Agency or more severe enforcement action by the Department;
 2. Disallow (deny both use of funds and any applicable matching credit for) all or part of the cost of the activity or action not in compliance;
 3. Wholly or partly suspend or terminate the Federal award;
 4. Initiate suspension or debarment proceedings as authorized under 2 C.F.R. Part 180 and Federal awarding agency regulations (or in the case of the Department, recommend such a proceeding be initiated by the Federal awarding agency);
 5. Withhold further Federal awards for the Project or program;
 6. Take other remedies that may be legally available.
- vi. As a condition of receiving this Federal award, the Agency shall permit the Department or its designee, the CFO, or State of Florida Auditor General access to the Agency's records, including financial statements, the independent auditor's working papers, and project records as necessary. Records related to unresolved audit findings, appeals, or litigation shall be retained until the action is complete or the dispute is resolved.
- vii. The Department's contact information for requirements under this part is as follows:

Office of Comptroller, MS 24
605 Suwannee Street
Tallahassee, Florida 32399-0450
FDOTSingleAudit@dot.state.fl.us

State Funded:

- a. In addition to reviews of audits conducted in accordance with Section 215.97, Florida Statutes, monitoring procedures to monitor the Agency's use of state financial assistance may include but not be limited to on-site visits by Department staff and/or other procedures, including reviewing any required performance and financial reports, following up, ensuring corrective action, and issuing management decisions on weaknesses found through audits when those findings pertain to state financial assistance awarded through the Department by this Agreement. By entering into this Agreement, the Agency agrees to comply and cooperate fully with any monitoring procedures/processes deemed appropriate by the Department. The Agency further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Department, the Department of Financial Services (DFS), or State of Florida Auditor General.
- b. The Agency, a "nonstate entity" as defined by Section 215.97, Florida Statutes, as a recipient of state financial assistance awarded by the Department through this Agreement, is subject to the following requirements:
 - i. In the event the Agency meets the audit threshold requirements established by Section 215.97, Florida Statutes, the Agency must have a State single or project-specific audit conducted for such fiscal year in accordance with Section 215.97, Florida Statutes; applicable rules of the Department of Financial Services; and

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Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. **Exhibit "G", Audit Requirements for Awards of State Financial Assistance**, to this Agreement indicates state financial assistance awarded through the Department by this Agreement needed by the Agency to further comply with the requirements of Section 215.97, Florida Statutes. In determining the state financial assistance expended in a fiscal year, the Agency shall consider all sources of state financial assistance, including state financial assistance received from the Department by this Agreement, other state agencies, and other nonstate entities. State financial assistance does not include Federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.

- ii. In connection with the audit requirements, the Agency shall ensure that the audit complies with the requirements of Section 215.97(8), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2)(e), Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.
- iii. In the event the Agency does not meet the audit threshold requirements established by Section 215.97, Florida Statutes, the Agency is exempt for such fiscal year from the state single audit requirements of Section 215.97, Florida Statutes. However, the Agency must provide a single audit exemption statement to the Department at FDOTSingleAudit@dot.state.fl.us no later than nine months after the end of the Agency's audit period for each applicable audit year. In the event the Agency does not meet the audit threshold requirements established by Section 215.97, Florida Statutes, in a fiscal year and elects to have an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, the cost of the audit must be paid from the Agency's resources (*i.e.*, the cost of such an audit must be paid from the Agency's resources obtained from other than State entities).
- iv. In accordance with Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, copies of financial reporting packages required by this Agreement shall be submitted to:

Florida Department of Transportation
Office of Comptroller, MS 24
605 Suwannee Street
Tallahassee, Florida 32399-0405
FDOTSingleAudit@dot.state.fl.us

And

State of Florida Auditor General
Local Government Audits/342
111 West Madison Street, Room 401
Tallahassee, FL 32399-1450
Email: flaudgen_localgovt@aud.state.fl.us

- v. Any copies of financial reporting packages, reports, or other information required to be submitted to the Department shall be submitted timely in accordance with Section 215.97, Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.
- vi. The Agency, when submitting financial reporting packages to the Department for audits done in accordance with Chapters 10.550 (local governmental entities) or

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10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date the reporting package was delivered to the Agency in correspondence accompanying the reporting package.

vii. Upon receipt, and within six months, the Department will review the Agency's financial reporting package, including corrective action plans and management letters, to the extent necessary to determine whether timely and appropriate corrective action on all deficiencies has been taken pertaining to the state financial assistance provided through the Department by this Agreement. If the Agency fails to have an audit conducted consistent with Section 215.97, Florida Statutes, the Department may take appropriate corrective action to enforce compliance.

viii. As a condition of receiving state financial assistance, the Agency shall permit the Department or its designee, DFS, or the Auditor General access to the Agency's records, including financial statements, the independent auditor's working papers, and project records as necessary. Records related to unresolved audit findings, appeals, or litigation shall be retained until the action is complete or the dispute is resolved.

c. The Agency shall retain sufficient records demonstrating its compliance with the terms of this Agreement for a period of five years from the date the audit report is issued and shall allow the Department or its designee, DFS, or State of Florida Auditor General access to such records upon request. The Agency shall ensure that the audit working papers are made available to the Department or its designee, DFS, or State of Florida Auditor General upon request for a period of five years from the date the audit report is issued, unless extended in writing by the Department.

16. Notices and Approvals. Notices and approvals referenced in this Agreement must be obtained in writing from the Parties' respective Administrators or their designees.

17. Restrictions, Prohibitions, Controls and Labor Provisions:

a. **Convicted Vendor List.** A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity; may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

b. **Discriminatory Vendor List.** In accordance with Section 287.134, Florida Statutes, an entity or affiliate who has been placed on the Discriminatory Vendor List, kept by the Florida Department of Management Services, may not submit a bid on a contract to provide goods or services to a public entity; may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity.

c. **Non-Responsible Contractors.** An entity or affiliate who has had its Certificate of Qualification suspended, revoked, denied, or have further been determined by the Department to be a non-responsible contractor, may not submit a bid or perform work for the construction or repair of a public building or public work on a contract with the Agency.

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- d. **Prohibition on Using Funds for Lobbying.** No funds received pursuant to this Agreement may be expended for lobbying the Florida Legislature, judicial branch, or any state agency, in accordance with Section 216.347, Florida Statutes.
- e. **Unauthorized Aliens.** The Department shall consider the employment by any contractor of unauthorized aliens a violation of Section 274A(e) of the Immigration and Nationality Act. If the contractor knowingly employs unauthorized aliens, such violation will be cause for unilateral cancellation of this Agreement.
- f. **Procurement of Construction Services.** If the Project is procured pursuant to Chapter 255, Florida Statutes, for construction services and at the time of the competitive solicitation for the Project, 50 percent or more of the cost of the Project is to be paid from state-appropriated funds, then the Agency must comply with the requirements of Section 255.0991, Florida Statutes.
- g. **E-Verify.** The Agency shall:
 - i. Utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Agency during the term of the contract; and
 - ii. Expressly require any subcontractors performing work or providing services pursuant to the state contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term.
- h. **Executive Order 20-44.** Pursuant to Governor's Executive Order 20-44, if the Agency is required by the Internal Revenue Code to file IRS Form 990 and is named in statute with which the Department must form a sole-source, public-private agreement; or through contract or other agreement with the State, annually receives 50% or more of its budget from the State or from a combination of State and Federal funds, Recipient shall submit an Annual Report to the Department, including the most recent IRS Form 990, detailing the total compensation for each member of the Agency executive leadership team. Total compensation shall include salary, bonuses, cashed-in leave, cash equivalents, severance pay, retirement benefits, deferred compensation, real-property gifts, and any other payout. The Agency shall inform the Department of any changes in total executive compensation during the period between the filing of Annual Reports within 60 days of any change taking effect. All compensation reports shall detail the percentage of executive leadership compensation received directly from all State and/or Federal allocations to the Agency. Annual Reports shall be in the form approved by the Department and shall be submitted to the Department at fdotsingleaudit@dot.state.fl.us within 180 days following the end of each tax year of the Agency receiving Department funding.
- i. **Design Services and Construction Engineering and Inspection Services.** If the Project is wholly or partially funded by the Department and administered by a local governmental entity, except for a seaport listed in Section 311.09, Florida Statutes, or an airport as defined in Section 332.004, Florida Statutes, the entity performing design and construction engineering and inspection services may not be the same entity.

18. Indemnification and Insurance:

- a. It is specifically agreed between the Parties executing this Agreement that it is not intended by any of the provisions of any part of this Agreement to create in the public or any member thereof, a third party beneficiary under this Agreement, or to authorize anyone not a party to this Agreement to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this Agreement. The Agency guarantees the payment of all just claims for materials, supplies, tools, or labor and other just claims against the Agency or any

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subcontractor, in connection with this Agreement. Additionally, the Agency shall indemnify, defend, and hold harmless the State of Florida, Department of Transportation, including the Department's officers and employees, from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of the Agency and persons employed or utilized by the Agency in the performance of this Agreement. This indemnification shall survive the termination of this Agreement. Additionally, the Agency agrees to include the following indemnification in all contracts with contractors/subcontractors and consultants/subconsultants who perform work in connection with this Agreement:

"To the fullest extent permitted by law, the Agency's contractor/consultant shall indemnify, defend, and hold harmless the Agency and the State of Florida, Department of Transportation, including the Department's officers and employees, from liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness or intentional wrongful misconduct of the contractor/consultant and persons employed or utilized by the contractor/consultant in the performance of this Agreement.

This indemnification shall survive the termination of this Agreement."

- b. The Agency shall provide Workers' Compensation Insurance in accordance with Florida's Workers' Compensation law for all employees. If subletting any of the work, ensure that the subcontractor(s) and subconsultant(s) have Workers' Compensation Insurance for their employees in accordance with Florida's Workers' Compensation law. If using "leased employees" or employees obtained through professional employer organizations ("PEO's"), ensure that such employees are covered by Workers' Compensation Insurance through the PEO's or other leasing entities. Ensure that any equipment rental agreements that include operators or other personnel who are employees of independent contractors, sole proprietorships, or partners are covered by insurance required under Florida's Workers' Compensation law.
- c. If the Agency elects to self-perform the Project, then the Agency may self-insure. If the Agency elects to hire a contractor or consultant to perform the Project, then the Agency shall carry, or cause its contractor or consultant to carry, Commercial General Liability insurance providing continuous coverage for all work or operations performed under this Agreement. Such insurance shall be no more restrictive than that provided by the latest occurrence form edition of the standard Commercial General Liability Coverage Form (ISO Form CG 00 01) as filed for use in the State of Florida. The Agency shall cause, or cause its contractor or consultant to cause, the Department to be made an Additional Insured as to such insurance. Such coverage shall be on an "occurrence" basis and shall include Products/Completed Operations coverage. The coverage afforded to the Department as an Additional Insured shall be primary as to any other available insurance and shall not be more restrictive than the coverage afforded to the Named Insured. The limits of coverage shall not be less than \$1,000,000 for each occurrence and not less than a \$5,000,000 annual general aggregate, inclusive of amounts provided by an umbrella or excess policy. The limits of coverage described herein shall apply fully to the work or operations performed under the Agreement, and may not be shared with or diminished by claims unrelated to the Agreement. The policy/ies and coverage described herein may be subject to a deductible and such deductibles shall be paid by the Named Insured. No policy/ies or coverage described herein may contain or be subject to a Retention or a Self-Insured Retention unless the Agency is a state agency or subdivision of the State of Florida that elects to self-perform the Project. Prior to the execution of the Agreement, and at all renewal periods which occur prior to final acceptance of the work, the Department shall be provided with an ACORD Certificate of Liability Insurance reflecting the coverage described herein. The Department shall be notified in writing within ten days of any cancellation, notice of cancellation, lapse, renewal, or proposed change to any policy or coverage described herein. The Department's approval or failure to disapprove any policy/ies,

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coverage, or ACORD Certificates shall not relieve or excuse any obligation to procure and maintain the insurance required herein, nor serve as a waiver of any rights or defenses the Department may have.

- d. When the Agreement includes the construction of a railroad grade crossing, railroad overpass or underpass structure, or any other work or operations within the limits of the railroad right-of-way, including any encroachments thereon from work or operations in the vicinity of the railroad right-of-way, the Agency shall, or cause its contractor to, in addition to the insurance coverage required above, procure and maintain Railroad Protective Liability Coverage (ISO Form CG 00 35) where the railroad is the Named Insured and where the limits are not less than \$2,000,000 combined single limit for bodily injury and/or property damage per occurrence, and with an annual aggregate limit of not less than \$6,000,000. The railroad shall also be added along with the Department as an Additional Insured on the policy/ies procured pursuant to the paragraph above. Prior to the execution of the Agreement, and at all renewal periods which occur prior to final acceptance of the work, both the Department and the railroad shall be provided with an ACORD Certificate of Liability Insurance reflecting the coverage described herein. The insurance described herein shall be maintained through final acceptance of the work. Both the Department and the railroad shall be notified in writing within ten days of any cancellation, notice of cancellation, renewal, or proposed change to any policy or coverage described herein. The Department's approval or failure to disapprove any policy/ies, coverage, or ACORD Certificates shall not relieve or excuse any obligation to procure and maintain the insurance required herein, nor serve as a waiver of any rights the Department may have.
- e. When the Agreement involves work on or in the vicinity of utility-owned property or facilities, the utility shall be added along with the Department as an Additional Insured on the Commercial General Liability policy/ies procured above.

19. Miscellaneous:

- a. **Environmental Regulations.** The Agency will be solely responsible for compliance with all applicable environmental regulations and for any liability arising from non-compliance with these regulations, and will reimburse the Department for any loss incurred in connection therewith.
- b. **Non-Admission of Liability.** In no event shall the making by the Department of any payment to the Agency constitute or be construed as a waiver by the Department of any breach of covenant or any default which may then exist on the part of the Agency and the making of such payment by the Department, while any such breach or default shall exist, shall in no way impair or prejudice any right or remedy available to the Department with respect to such breach or default.
- c. **Severability.** If any provision of this Agreement is held invalid, the remainder of this Agreement shall not be affected. In such an instance, the remainder would then continue to conform to the terms and requirements of applicable law.
- d. **Agency not an agent of Department.** The Agency and the Department agree that the Agency, its employees, contractors, subcontractors, consultants, and subconsultants are not agents of the Department as a result of this Agreement.
- e. **Bonus or Commission.** By execution of the Agreement, the Agency represents that it has not paid and, also agrees not to pay, any bonus or commission for the purpose of obtaining an approval of its application for the financing hereunder.
- f. **Non-Contravention of State Law.** Nothing in the Agreement shall require the Agency to observe or enforce compliance with any provision or perform any act or do any other thing in

**PUBLIC TRANSPORTATION
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contravention of any applicable state law. If any of the provisions of the Agreement violate any applicable state law, the Agency will at once notify the Department in writing so that appropriate changes and modifications may be made by the Department and the Agency to the end that the Agency may proceed as soon as possible with the Project.

- g. Execution of Agreement.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall constitute the same Agreement. A facsimile or electronic transmission of this Agreement with a signature on behalf of a party will be legal and binding on such party.
- h. Federal Award Identification Number (FAIN).** If the FAIN is not available prior to execution of the Agreement, the Department may unilaterally add the FAIN to the Agreement without approval of the Agency and without an amendment to the Agreement. If this occurs, an updated Agreement that includes the FAIN will be provided to the Agency and uploaded to the Department of Financial Services' Florida Accountability Contract Tracking System (FACTS).
- i. Inspector General Cooperation.** The Agency agrees to comply with Section 20.055(5), Florida Statutes, and to incorporate in all subcontracts the obligation to comply with Section 20.055(5), Florida Statutes.
- j. Law, Forum, and Venue.** This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. In the event of a conflict between any portion of the contract and Florida law, the laws of Florida shall prevail. The Agency agrees to waive forum and venue and that the Department shall determine the forum and venue in which any dispute under this Agreement is decided.

IN WITNESS WHEREOF, the Parties have executed this Agreement on the day and year written above.

AGENCY Islamorada Village of Islands

STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: D6-Director of Transportation Development

STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION
Legal Review:

To: Simon.Huang@dot.state.fl.us

FLORIDA DEPARTMENT OF TRANSPORTATION FUNDS APPROVAL

G2M67

8/3/2023

CONTRACT INFORMATION

Contract:	G2M67
Contract Type:	GD - GRANT DISBURSEMENT (GRANT)
Method of Procurement:	G - GOVERNMENTAL AGENCY (287.057,F.S.)
Vendor Name:	ISLAMORADA, VILLAGE OF ISLANDS
Vendor ID:	F650830851006
Beginning Date of This Agreement:	08/02/2023
Ending Date of This Agreement:	12/31/2024
Contract Total/Budgetary Ceiling:	ct = \$276,665.00
Description:	SFY24-SERVICE DEVELOPEMENT GRANT FOR ISLAMORADA

FUNDS APPROVAL INFORMATION

FUNDS APPROVED/REVIEWED FOR ROBIN M. NAITOVE, CPA, COMPTROLLER ON 8/3/2023

Action:	Original
Reviewed or Approved:	APPROVED
Organization Code:	55062020629
Expansion Option:	A1
Object Code:	751000
Amount:	\$276,665.00
Financial Project:	45216218401
Work Activity (FCT):	215
CFDA:	
Fiscal Year:	2024
Budget Entity:	55100100
Category/Category Year:	088774/24
Amendment ID:	O001
Sequence:	00
User Assigned ID:	
Enc Line (6s)/Status:	0001/04

Total Amount: \$276,665.00

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
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EXHIBIT A

Project Description and Responsibilities

A. Project Description (description of Agency's project to provide context, description of project components funded via this Agreement (if not the entire project)): Islamorada Village of Islands entered a service contract with Freebee for three (3) vehicles beginning October 2018. The current schedule provides for one (1) vehicle to start at 7:00 AM and the other two (2) vehicles start service at 12:00 PM. All three (3) vehicles would end service at 12:00 AM.

This project is to extend Freebee service hours by having all three (3) vehicles start at 7:00 AM and end service at 12:00 AM.

B. Project Location (limits, city, county, map): Islamorada Village of Islands/Islamorada, FL/Monroe

C. Project Scope (allowable costs: describe project components, improvement type/service type, approximate timeline, project schedule, project size): "Service Development Projects specifically include projects involving the use of new technologies, services, routes, or vehicle frequencies; the purchase of special transportation services, and other such techniques for increasing service to the riding public as are applicable to specific localities and transit user groups. Projects involving the application of new technologies or methods for improving operations, maintenance, and marketing in public transit systems can be funded through the Service Development program. Eligible capital costs are any costs that would be defined as capital costs by the Federal Transit Administration. Examples would include, but not be limited to: the acquisition of buses for fleet and service expansions; transfer facilities; intermodal terminals and park and ride facilities; and passenger amenities, such as passenger shelters and bus stop signs. Eligible net operating costs are all operating costs of a project; less any federal funds, fares, or other sources of income to the project."

D. Deliverable(s): Islamorada Village of Islands will extend Freebee service hours by having all three (3) vehicles start at 7:00 AM and end service at 12:00 AM.

The project scope identifies the ultimate project deliverables. Deliverables for requisition, payment and invoice purposes will be the incremental progress made toward completion of project scope elements. Supporting documentation will be quantifiable, measurable, and verifiable, to allow for a determination of the amount of incremental progress that has been made, and provide evidence that the payment requested is commensurate with the accomplished incremental progress and costs incurred by the Agency.

E. Unallowable Costs (including but not limited to): N/A

F. Transit Operating Grant Requirements (Transit Only):

Transit Operating Grants billed as an operational subsidy will require an expenditure detail report from the Agency that matches the invoice period. The expenditure detail, along with the progress report, will be the required deliverables for Transit Operating Grants. Operating grants may be issued for a term not to exceed three years from execution. The original grant agreement will include funding for year one. Funding for years two and three will be added by amendment as long as the grantee has submitted all invoices on schedule and the project deliverables for the year have been met.

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EXHIBIT B

**Schedule of Financial Assistance
TRANSIT OPERATING ONLY**

FUNDS AWARDED TO THE AGENCY PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

A. Fund Type and Fiscal Year:

Financial Project Number	Fund Type	FLAIR Category	State Fiscal Year	Object Code	CSFA/CFDA Number	CSFA/CFDA Title or Funding Source Description	Funding Amount
452162-1-84-01	DPTO	088774	2024	751000	55.012	Public Transit Service Development Program	\$276,665.00
Total Financial Assistance							\$276,665.00

B. Operations Phase - Estimate of Project Costs by Budget Category:

Budget Categories <i>Operations (Transit Only) *</i>	State	Local	Federal	Total
Salaries	\$0	\$0	\$0	\$0
Fringe Benefits	\$0	\$0	\$0	\$0
Contractual Services	\$276,665	\$276,665	\$0	\$553,330
Travel	\$0	\$0	\$0	\$0
Other Direct Costs	\$0	\$0	\$0	\$0
Indirect Costs	\$0	\$0	\$0	\$0
Totals	\$276,665	\$276,665	\$0	\$553,330

* Budget category amounts are estimates and can be shifted between items without amendment (because they are all within the Operations Phase).

C. Cost Reimbursement

The Agency will submit invoices for cost reimbursement on a:

☐ Monthly
☒ Quarterly
☐ Other:

basis upon the approval of the deliverables including the expenditure detail provided by the Agency.

Scope Code and/or Activity Line Item (ALI) (Transit Only)	30.09.01
--	----------

BUDGET/COST ANALYSIS CERTIFICATION AS REQUIRED BY SECTION 216.3475, FLORIDA STATUTES:

I certify that the cost for each line item budget category has been evaluated and determined to be allowable, reasonable, and necessary as required by Section 216.3475, Florida Statutes. Documentation is on file evidencing the methodology used and the conclusions reached.

Simon Huang

Department Grant Manager Name

Signature

Date

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EXHIBIT D

AGENCY RESOLUTION

PLEASE SEE ATTACHED

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
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**EXHIBIT E
PROGRAM SPECIFIC TERMS AND CONDITIONS – TRANSIT**

(Service Development)

- 1. Conformance with Enabling Legislation.** This Agreement is in conformance with Section 341.051, F.S.
- 2. Bus Transit System.** In accordance with Section 341.061, F.S., and Rule Chapter 14-90, Florida Administrative Code, the Agency shall submit and the Department shall have on file, an annual safety certification that the Agency has adopted and is complying with its adopted System Safety Program Plan pursuant to Rule Chapter 14-90, F.A.C., and has performed annual safety inspections of all buses operated.
- 3. Transit Vehicle Inventory Management.** The agency will follow the Department's Transit Vehicle Inventory Management Procedure (725-030-025), which outlines the requirements for continuing management control, inventory transfer and disposal actions. This procedure pertains ONLY to capital procurements of rolling stock using the FTA Section 5310, Section 5311, Section 5316, and Section 5317 programs as the funding source, or where the Department participates in 50% or more of the public transit vehicle's purchase price. This may include vehicles purchased under the State Transit Block Grant Program, State Transit Corridor Program, State Transit Service Development Program, or other applicable Department programs.
- 4. Progress Reports.** The Agency will submit Semi-Annual Progress Reports on monthly ridership data. Reports are due no later than January 30th for the period ending December 31st and July 30th for the period ending June 30th.
- 5. Project Goals and Service Data.** The Agency must report on work efforts and provide a detailed, side-by-side comparison of the project goals and actual service data.
- 6. Submittal of Proposed Timeline.** The Agency will submit a Proposed Time Line for Service Development Activities prior to the commencement of the project.
- 7. Final Report.** At any time when it becomes necessary to terminate the project or at the end of the two years, a Final Report will be submitted by the Agency. This report will accompany the Final Invoice for reimbursement. The Final Report will include the following:
 - a) An evaluation of the attainment of the goals and objectives.
 - b) The reasons any of the goals were not met.
 - c) The benefit accrued by the Agency.
 - d) A statement of the Agency's intent to continue with the service demonstrated.

-- End of Exhibit E --

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EXHIBIT F

**Contract Payment Requirements
Florida Department of Financial Services, Reference Guide for State Expenditures
Cost Reimbursement Contracts**

Invoices for cost reimbursement contracts must be supported by an itemized listing of expenditures by category (salary, travel, expenses, etc.). Supporting documentation shall be submitted for each amount for which reimbursement is being claimed indicating that the item has been paid. Documentation for each amount for which reimbursement is being claimed must indicate that the item has been paid. Check numbers may be provided in lieu of copies of actual checks. Each piece of documentation should clearly reflect the dates of service. Only expenditures for categories in the approved agreement budget may be reimbursed. These expenditures must be allowable (pursuant to law) and directly related to the services being provided.

Listed below are types and examples of supporting documentation for cost reimbursement agreements:

(1) Salaries: A payroll register or similar documentation should be submitted. The payroll register should show gross salary charges, fringe benefits, other deductions and net pay. If an individual for whom reimbursement is being claimed is paid by the hour, a document reflecting the hours worked times the rate of pay will be acceptable.

(2) Fringe Benefits: Fringe Benefits should be supported by invoices showing the amount paid on behalf of the employee (e.g., insurance premiums paid). If the contract specifically states that fringe benefits will be based on a specified percentage rather than the actual cost of fringe benefits, then the calculation for the fringe benefits amount must be shown.

Exception: Governmental entities are not required to provide check numbers or copies of checks for fringe benefits.

(3) Travel: Reimbursement for travel must be in accordance with Section 112.061, Florida Statutes, which includes submission of the claim on the approved State travel voucher or electronic means.

(4) Other direct costs: Reimbursement will be made based on paid invoices/receipts. If nonexpendable property is purchased using State funds, the contract should include a provision for the transfer of the property to the State when services are terminated. Documentation must be provided to show compliance with Department of Management Services Rule 60A-1.017, Florida Administrative Code, regarding the requirements for contracts which include services and that provide for the contractor to purchase tangible personal property as defined in Section 273.02, Florida Statutes, for subsequent transfer to the State.

(5) In-house charges: Charges which may be of an internal nature (e.g., postage, copies, etc.) may be reimbursed on a usage log which shows the units times the rate being charged. The rates must be reasonable.

(6) Indirect costs: If the contract specifies that indirect costs will be paid based on a specified rate, then the calculation should be shown.

Contracts between state agencies, and/or contracts between universities may submit alternative documentation to substantiate the reimbursement request that may be in the form of FLAIR reports or other detailed reports.

The Florida Department of Financial Services, online Reference Guide for State Expenditures can be found at this web address <https://www.myfloridacfo.com/Division/AA/Manuals/documents/ReferenceGuideforStateExpenditures.pdf>.

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EXHIBIT G

AUDIT REQUIREMENTS FOR AWARDS OF STATE FINANCIAL ASSISTANCE

THE STATE RESOURCES AWARDED PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

SUBJECT TO SECTION 215.97, FLORIDA STATUTES:~

Awarding Agency: Florida Department of Transportation
State Project Title: Public Transit Service Development Program
CSFA Number: 55.012
***Award Amount:** \$276,665

*The award amount may change with amendments

Specific project information for CSFA Number 55.012 is provided at: <https://apps.fldfs.com/fsaa/searchCatalog.aspx>

COMPLIANCE REQUIREMENTS APPLICABLE TO STATE RESOURCES AWARDED PURSUANT TO THIS AGREEMENT:

State Project Compliance Requirements for CSFA Number 55.012 are provided at:
<https://apps.fldfs.com/fsaa/searchCompliance.aspx>

The State Projects Compliance Supplement is provided at: <https://apps.fldfs.com/fsaa/compliance.aspx>



Council Communication

To: Mayor and Village Council
From: Mary Swaney, Procurements & Grants Administrator, Robert Cole, Village Manager
Date: June 11, 2024
SUBJECT: **Resolution Approving Agreement for Freebee Ridesharing Services in Conjunction with FDOT SFY24 Public Transit Service Development Grant (Year 1) - TAB 20**

Background:

Freebee is a company based in Miami that provides local transportation in electric vehicles free of charge to riders through requests via a smartphone app. The service is successful in many cities and districts in South Florida and continues to expand. Freebee is funded primarily by municipal funds through agreements with local governments as part of the local public transportation plans and in combination with private advertising dollars through placement of ads on the Freebee vehicles.

Freebee Managing Partner Jason Siegel originally introduced Freebee, the public transit service the company provides, the carbon emissions savings potential, and other program benefits during a presentation to the Village Council in July 2018. Details of the services provided to the Village including service improvements and service expansions are described below.

• **Trial Program:**

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

• **Service Expansion/Two-year Agreement:**

At the May 30, 2019, Village Council Meeting, Jason Spiegel made a presentation detailing a possible expansion of the Freebee program with two (2) XL vans, thereby making it possible to serve all areas of the Village. At that meeting, Council authorized the Village Manager to enter

into an agreement to extend the Freebee services under the current agreement to allow time for Mr. Spiegel to further research larger vehicle options and costs. At its July 18, 2019 meeting, the Village Council approved a two-year Agreement with Freebee for a Village-wide program utilizing the two (2) XL vans to travel Village wide and one (1) golf cart style vehicle continuing to provide service on Upper Matecumbe.

The operating hours with the new Agreement were expanded from four (4) days to six (6) days per week for 70 hours of service per week per vehicle. The two-year agreement began in March 2020 when Freebee acquired and put into service the two new larger vehicles. The Agreement provided for the cost of the services at \$317,280.00 annually, paid in twelve (12) payments of \$26,440.00. With an adjustment in the contract term for suspension of service associated with the Coronavirus Pandemic, the two-year agreement terminated May 31, 2022.

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

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

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

- **Current Agreement Effective June 1, 2022**

At its meeting on May 12, 2022, the Council adopted Resolution No. 22-05-36 approving an agreement with Freebee effective June 1, 2022, to June 30, 2023. The agreement was subsequently extended by the Village Council on June 8, 2023 for a term through the time the FDOT Public Transit Service Development Program Grant (the "FDOT Transit Development Grant") becomes effective. The new agreement included the following new provisions:

- Vehicles in the Freebee fleet for the Village would include two Tesla X 7-passenger vehicles and one XL Vans instead of one Tesla X and two XL Vans. Freebee based the recommended change on feedback received from passengers saying they prefer to be picked up in the Tesla. Additionally, the Teslas have over two (2) times the battery range capacity, greatly reducing the out-of-service periods for charging. The Tesla X seats a maximum of seven (7) passengers, and the XL vans seat a maximum of nine (9) passengers and can accommodate a wheelchair. Freebee reported that the XL vans

are rarely at maximum capacity. The change helped to increase ridership while decreasing wait times.

- The Agreement effective June 1, 2022, included a new monthly rate of \$28,542.00, which was an increase of \$2,102.00 per month or 8%. The total contract cost for the 13-month term was \$371,046.00 (\$342,504 per year).
 - The Agreement effective June 1, 2022, continued to provide 70 hours of operation for the three vehicles, but the schedule was changed so that the three vehicles would no longer follow the same schedule (usually 10:00 a.m. to 10:00 p.m. with service to 12:00 a.m. on Fridays and Saturdays). The current service is available seven days per week, and service for one vehicle starts at 7:00 a.m. Through this change, the hours of operation were expanded to provide services beginning at 7:00 a.m. but provides only one vehicle in service during those early hours and one vehicle from 10:00 p.m. to midnight. The following schedule was adopted and became effective July 1, 2022:

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

* Pursuant to the new Freebee Agreement and the FDOT granty terms, the new schedule will feature three vehicles operating from 7AM to 12AM; however, please also note pending staff negotiation with FDOT, as briefly described in the Staff Analysis Section.

- **FDOT Public Transit Grant**

The Florida Department of Transportation (“FDOT”) Public Transit Service Development Program Grant (the “FDOT Transit Development Grant”) is available specifically for new transit service development. To be eligible for the funding, existing Freebee services in the Village would need to be expanded with the addition of vehicles, increased route areas, and/or increased service hours.

At the direction of the Village Council to utilize state funds for the Freebee program, in May 2022, Village staff applied for the FDOT SFY 2024 Transit Development Grant for funding for an expansion of Freebee’s services eligible for the FDOT Transit Development Grant to begin as early as July 1, 2023, coinciding with the State fiscal year of July 1 to June 30.

The Village was subsequently awarded the FDOT SFY 2024 grant to provide 50% funding for the proposed expanded program to provide all three Freebee vehicles to operate seven (7) days per week from 7:00 AM to 12:00 AM. The Village received the FDOT Grant Agreement for approval in August 2023; the Agreement requires approval of the Village Council, and it also appeared on tonight's agenda for Council consideration.

- **Proposed New Freebee Agreement to be Effective from the date of execution through December 31, 2024**

To meet the provisions of the program funded by the FDOT 2024 Public Transit Services Development Grant, the proposed new Freebee Agreement includes the following provisions:

- Vehicles in the Freebee fleet for the Village would continue to include two Tesla X 7-passenger vehicles and one XL Van with all three vehicles operating seven days per week from 7:00 AM to 12:00 AM.
- The daily operation of all three vehicles from 7:00 AM to 12:00 AM is an expansion of services from 210 hours per week to 357 hours per week. The annual Freebee program costs would increase from \$342,504.00 to \$553,330.00. Village Council acceptance of the FDOT grant would allow reimbursement from FDOT in the amount of \$276,665.00. The Village's share would also be \$276,665.00. This would result in a \$65,839.00 annual reduction of expenditures while providing a significantly expanded program.
- The proposed Freebee Agreement would be effective from July 1, 2024, for a period of twelve months with the option to renew for two (2) additional twelve (12) month periods with Village Council approval.
- The proposed Agreement provides for termination by either party for convenience upon forty-five (45) days' written notice.

Provisions in the Agreement have been added to allow changes to the services to be provided, as it is contemplated that the Village will request an amendment to the FDOT Transit Grant, as discussed in the Staff Analysis Section.

Analysis:

The expanded service, as outlined in the FDOT grant and Freebee contract, is anticipated to increase ridership and decrease wait times while also reducing total program cost using FDOT Transit Development Grant funding, which provides a 50/50 match; see Budget Impact Section for financial implications.

It should be noted that, subsequent to FDOT grant acceptance, staff will request an amendment to the FDOT Transit Grant. While the expanded service initially proposed contemplated specific hours of operation, staff will negotiate with FDOT to convert the specified hours of operation into a more flexible total number of hours. In that fashion, operating hours can be adjusted to promote the most effective and efficient service levels, as supported by ridership data. Additionally, the Village may seek authority to charge a rider fee consistent with the model Monroe County is deploying for their Key West and Block Island Freebee initiative, which is planned for county-wide expansion, including Islamorada. Following a period of three to six months while the County tests their rider fee, the Village will consider doing the same, thereby making it easier to integrate into the County program once they are ready.

Budget Impact:

Annual budget impact: The current Freebee services are provided at a cost of \$342,504.00 annually paid in twelve (12) payments of \$28,542.00 and are accounted for in the Transportation Fund. The cost of the expanded services would be \$553,330.00 annually paid in twelve (12) payments of \$46,110.00. The grant would provide 50% funding (\$276,665.00), and the Village's share would also be \$276,665.00. This would result in a \$65,839.00 annualized reduction of expenditures in the Transportation Fund while providing an increased level of service.

Budget impact for the remainder of FY 2023-2024: Reimbursement for 50% of the expanded program costs for the months of July, August and September 2024 would result in

reimbursement of \$69,166.25 through the FDOT Transit Grant and a reduction of expenditures for the three months of the expanded program costs from the Transportation Fund of \$16,459.75.

Budget impact for FY 2024-2025: The remainder of the Year 1 grant funding would also reimburse 50% of the expanded program costs for October, November and December 2024. Beginning January 2025, the grant funding would come from FDOT Transit Grant Year 2. The Year 2 Grant Agreement is anticipated to be transmitted to the Village in August 2024 for Village Council approval.

The Fiscal Year 2023-2024 Transportation Fund budget includes all necessary funds for Freebee Ridesharing Services for the remainder of the current fiscal year. Funds will be proposed for Fiscal Year 2024-2025 and future years during the budget preparation process, noting that a partnership with Monroe County is developing at this time, making our current Agreement somewhat of a bridge effort to ensure no gaps in Freebee service. For added context, Monroe County has launched a Freebee program serving Key West and Stock Island; they plan to expand that service county-wide, including Islamorada. Should Monroe County be successful in that regard, we plan to transfer our Freebee program to Monroe County to operate and manage. Because Monroe County is introducing the Freebee program with a rider fee, our local program may follow suit within three to six months, or so. Once the fee model has been tested and validated by Monroe County, implementing the same fee locally will help with transitioning the service to Monroe County once they are ready to expand their service territory to include Islamorada.

Staff Impact:

Village staff would continue to coordinate services with Freebee.

Recommendation:

It is recommended that the Village Council adopt the proposed resolution approving the Agreement for Freebee Ridesharing Services for the expanded program.

- Attachments:**
1. Resolution Approving Freebee Agreement
 2. Exhibit 1 Freebee Agreement

RESOLUTION NO. 24-

A RESOLUTION OF THE VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA, APPROVING EXECUTION OF AN AGREEMENT WITH BEEFREE, LLC., d/b/a FREEBEE WITH EXTENDED SERVICE HOURS; AUTHORIZING VILLAGE OFFICIALS TO IMPLEMENT THE TERMS AND CONDITIONS OF THE AGREEMENT; AUTHORIZING THE VILLAGE MANAGER TO EXPEND BUDGETED FUNDS; AUTHORIZING THE VILLAGE MANAGER TO EXECUTE THE AGREEMENT; PROVIDING FOR A WAIVER OF COMPETITIVE BIDDING; AND PROVIDING AN EFFECTIVE DATE

WHEREAS, Islamorada, Village of Islands (the "Village") experiences heavy vehicular traffic and traffic delays especially during the peak tourist season; and

WHEREAS, the Village Council of Islamorada, Village of Islands (the "Village Council"), has sought measures to reduce vehicular traffic within Islamorada; and

WHEREAS, BEEFREE, LLC. d/b/a Freebee ("Freebee") developed a service to provide local transportation utilizing electric vehicles and has implemented the environmentally friendly transit service in many South Florida communities; and

WHEREAS, Freebee local transit services are funded by a combination of private advertising dollars and municipal funds through an Agreement with the local government; and

WHEREAS, the Village Council initially approved a six-month trial period beginning November 2019 for the Freebee services limited to Upper Matecumbe Key, assigned funds in the Fiscal Year 2018-2019 Budget to fund the service and subsequently approved an extension of the trial period to prepare for an expansion of Freebee services in response to the popularity of the local transit program and requests to expand the program to all areas of the Village; and

WHEREAS, in July 2019, the Village Council approved a two-year Agreement with Freebee for to provide a Village-wide local transit services program and has approved budgeted funds annually to continue the program; and

WHEREAS, the Village-wide services began March 1, 2020 and have continued through the approval of subsequent agreements and incremental service expansions and enhancements, with suspension of services only during April and May 2020 at the beginning of the COVID-19 pandemic; and

WHEREAS, the Village Council desired to expand the hours of service of the Freebee vehicles and directed staff to apply for the Florida Department of Transportation ("FDOT") Public Transit Service Development Program Grant (the "FDOT Transit Development Grant") that is available specifically to fund new transit service development; and

WHEREAS, the Village was awarded the FDOT SFY 2024 grant to provide fifty percent (50%) funding for the expanded program proposed in the grant application that includes an increase of cumulative vehicle service hours from 210 hours per week to 357 hours per week; and

WHEREAS, the Village Council accepted the FDOT Transit Development Grant at its meeting on June 11, 2023; and

WHEREAS, the Village Council finds that entering into a new Agreement with Freebee to continue the Village-wide local transit services program for residents and visitors, expand the services provided utilizing FDOT Transit Development Grant funds and a waiver of competitive bidding 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 Agreement. The Village Council hereby approves the Agreement with BEEFREE, LLC., d/b/a Freebee, as set forth in Exhibit "1" 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 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 hereby authorized to expend budgeted funds for the services in an amount not exceed Five Hundred Fifty-three Thousand Three Hundred and no/100 Dollars (\$553,330.00).

Section 5. Execution of Agreement. The Village Manager is authorized to execute the Agreement with BEEFREE, LLC., d/b/a Freebee, 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 6. Waiver of Competitive Bidding. In accordance with Section 2-328(1) of the Village Code, the Village Council waives the competitive bidding purchasing provisions of the Village Code to utilize the services of BEEFREE, LLC., d/b/a Freebee.

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, VILLAGE ATTORNEY

AGREEMENT

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

ISLAMORADA, VILLAGE OF ISLANDS

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

and

BEEFREE, LLC,

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

WITNESSETH:

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

Article 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 transportation services to residents and tourists within the Village.

Section 1.02 CONTRACTOR has developed a service to provide no-fare local transportation utilizing electric vehicles ("Freebees") and has implemented the environmentally friendly transit service in several South Florida communities.

Section 1.03 The VILLAGE approved a six-month trial period for the Freebee services limited to Upper Matecumbe Key, assigned funds in the Fiscal Year 2018-2019 Budget to fund the services, and subsequently approved a two-month extension of the trial period.

Section 1.04 The trial period for CONTRACTOR's Freebee service from November 29, 2018 to May 28, 2019, which was subsequently extended to July 31, 2019, has been popular with both residents and visitors, and residents requested expansion of Freebee services to provide transportation to all four (4) islands of the Village.

Section 1.05 On July 8, 2019, the VILLAGE received a proposal from CONTRACTOR to continue providing and expanding mobile application-based transportation and marketing services to VILLAGE residents, tourists, and visitors via CONTRACTOR's 100% electric and customized low-speed vehicles known as "Freebees" (the "Services").

Section 1.06 On July 18, 2019, the Village Council of Islamorada, Village of Islands adopted Resolution No. 19-07-48, thereby accepting the proposal from CONTRACTOR and authorizing the Village to negotiate an Agreement with CONTRACTOR for the proposed services.

Section 1.07 The Village and CONTRACTOR entered into an Agreement on October 15, 2019 that provided for a term of twenty-four (24) months from the date of delivery and deployment of new vehicles able to travel Village-wide. The Agreement was extended by two (2) months in acknowledgement of a two-month suspension of services and payments during the COVID-19 pandemic, and it terminated on May 31, 2022.

Section 1.08 On May 12, 2022, the Village Council approved an agreement between VILLAGE and CONTRACTOR for the continued provision of the Services through June 30, 2023, for seventy (70) hours per week according to a staggered schedule whereby all three vehicles would operate different hours for a total annual cost of \$342,504.00.

Section 1.09 The Agreement dated May 12, 2022, was extended by the Village Council on June 8, 2023 to continue in its entirety until approval of the Public Service Transit Grant from the Florida Department of Transportation ("FDOT") for the State Fiscal Year 2024 intended to reimburse the Village for fifty percent (50%) of an expanded program to be implemented by CONTRACTOR.

Section 1.10 The FDOT drafted and transmitted a Grant Agreement to the Village on August 10, 2023 that was approved by the Village Council on June 11, 2024 with a term to begin upon full execution by both parties.

Section 1.11 VILLAGE and CONTRACTOR desire to enter into this Agreement for the continued provision of the Services as set forth herein, including the expanded service hours with all vehicles in service from 7:00 AM to 12:00 AM seven days per week in conjunction with the FDOT Grant Agreement.

Section 1.12 The Village Manager is authorized to execute an agreement with CONTRACTOR for services related to the scope of work set forth in the Rates and Services Addendum attached hereto as Exhibit "A" as it may be amended through mutual agreement of the VILLAGE and CONTRACTOR, and as directed by the Village Manager and as more particularly described herein.

Article II. SCOPE OF WORK

Section 2.01 The CONTRACTOR shall furnish all of the materials, tools, supplies, and labor necessary to perform all of the work described in the Rates and Services Addendum, a copy of which is attached hereto and specifically made a part of this Agreement as Exhibit "A" as it may be amended through mutual agreement of the VILLAGE and CONTRACTOR, and as directed by Village Manager.

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 manpower to perform the services to be provided by CONTRACTOR 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 contract shall be subcontracted beyond that shown on List of Major Subcontractors submitted to the VILLAGE by CONTRACTOR, unless CONTRACTOR obtains prior written consent from the VILLAGE. Approved subcontractors shall be subject to each provision of this contract and CONTRACTOR shall be responsible and indemnify the VILLAGE for its subcontractors' negligent acts, errors or omissions.

Article III. TIME FOR COMPLETION

Section 3.01 The CONTRACTOR shall commence services as directed by VILLAGE and in accordance with a project implementation timeline to be provided to CONTRACTOR by the VILLAGE. CONTRACTOR shall perform all services in a timely manner in accordance with the project timeline and as stated in Exhibit "A" to this Agreement.

Section 3.02 This Agreement and the services hereunder shall commence on July 1, 2024, or the date the Village receives the fully executed Grant Agreement from the FDOT, whichever is later, and shall continue for twelve (12) months from the date of commencement.

Section 3.03 Anything to the contrary notwithstanding, minor adjustment to the timetable for completion approved by VILLAGE in advance, in writing, will not constitute a delay by CONTRACTOR. Furthermore, a delay due to an Act of God, fire, lockout, strike or labor dispute, riot or civil commotion, act of public enemy or other cause beyond the control of CONTRACTOR shall extend this Agreement for a period equal to such delay and during this period such delay shall not constitute a delay by CONTRACTOR.

Article IV. CONTRACT PRICE AND GUARANTEES

Section 4.01 The VILLAGE hereby agrees to pay CONTRACTOR for the faithful performance of this Agreement, for services rendered in accordance with the Rates and Services Addendum attached hereto as Exhibit "A" as it may be amended through mutual agreement of the VILLAGE and CONTRACTOR, and as directed by the Village Manager. Prices for work completed by the CONTRACTOR shall be as reflected in CONTRACTOR's Rates and Services Addendum attached hereto and made a part hereof as Exhibit "A". A total contract price hereto is referred to as Contract Sum and shall not exceed **Five Hundred Fifty-three Thousand Three Hundred and no/100 Dollars (\$553,330.00) per annum.**

Section 4.02 The VILLAGE will make payments to CONTRACTOR for completed and proper work and in the amounts stated in Exhibit "A" as it may be amended through mutual agreement of the VILLAGE and CONTRACTOR, and as directed by the Village Manager, in accordance with the Local Government Prompt Payment Act in Chapter 218, Florida Statutes.

Section 4.03 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 per occurrence; \$5,000,000 annual general aggregate; and

Vehicle Liability (Owned, non-owned and hired vehicles) - \$1,000,000 per Occurrence, \$1,000,000 per Accident for bodily injury and \$1,000,000 per accident for property damage.

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

Article 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 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 shall indemnify and hold harmless the VILLAGE and its officers and employees from liabilities, damages, losses, and costs, including but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the CONTRACTOR and other persons employed or utilized by the CONTRACTOR, in the performance of the 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
DESCRIPTION OF AMENDMENT
ESTIMATED COST FOR ADDITION OR CHANGE TO PROJECT

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 and the services hereunder shall commence on July 1, 2024, and shall continue for twelve (12) months from the date of commencement.

Section 10.02 This Agreement may be terminated by either party for cause, or the VILLAGE for convenience, upon forty-five (45) days written notice. If this Agreement is terminated by either party for convenience, the CONTRACTOR shall be paid its compensation for services performed to termination date. In the event that the CONTRACTOR abandons this Agreement or causes it to be terminated in a manner not permitted under the terms of the Agreement, 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 10.03 This Agreement may be terminated by either party for cause upon fifteen (15) days written notice by the party not in default providing the defaulting party with a specific description of the default and an opportunity to cure. If this Agreement is terminated by either party for cause, the CONTRACTOR shall be paid its compensation for services satisfactorily performed to the termination date.

Section 10.04 The Term of this Agreement may be extended upon mutual written Agreement of CONTRACTOR and the VILLAGE for two (2) additional terms of twelve (12) months, subject to approval by the Village Council.

Article XI. MISCELLANEOUS

Section 11.01 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 11.02 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 11.03 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 11.04 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 11.05 Ownership of Documents. Reports, surveys, plans, studies and other data provided in connection with this Agreement are and shall remain the property of VILLAGE, upon payment to CONTRACTOR pursuant to the payment terms of this Agreement.

Section 11.06 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 11.07 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 11.08 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 11.09 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:	Jason Spiegel, Managing Partner BEEFREE, LLC d/b/a FREEBEE 2312 N. Miami Avenue Miami, Florida 33127 jason@ridefreebee.com

Section 11.10 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 11.11 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 11.12 Headings. Headings herein are for convenience of reference only and shall not be considered on any interpretation of this Agreement.

Section 11.13 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 11.14 Governing Law. This Agreement shall be governed by the laws of the State of Florida with venue lying in Monroe County, Florida.

Section 11.15 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 11.16 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 11.17 Waiver. Failure of the VILLAGE to insist upon strict performance of any provision or condition of this Agreement, or to execute any right therein contained, shall not be construed as a waiver or relinquishment for the future of any such provision, condition, or right, but the same shall remain in full force and effect.

[Signature Page To Follow]

[SIGNATURE PAGE TO AGREEMENT]

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

VILLAGE

ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA

By: _____
Robert Cole, 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

By: _____

Print Name: _____

Title: _____

Date: _____

Witness: _____

Print Name: _____

Exhibit "A"
BEEFREE, LLC
"RATES AND SERVICES ADDENDUM"

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

This Rates and Services Addendum ("Addendum") supplements the Agreement between BEEFREE, LLC ("BEEFREE") and ISLAMORADA, VILLAGE OF ISLANDS ("the VILLAGE"), made and entered into on the 1st day of July, 2024 (the "Agreement"). This Addendum is subordinate to, and fully incorporates the terms and conditions of the Agreement, unless expressly stated otherwise herein. In consideration of the promises and covenants contained herein, and for good and valuable consideration, BEEFREE and VILLAGE (collectively, the "Parties"), intending to be legally bound, hereby agree as follows:

1. Term. The term of the Services set forth under this Addendum shall commence on July 1, 2024, and shall continue for twelve (12) months, unless amended by mutual consent of the Village and BEEFREE, terminated sooner or extended pursuant to the terms of the Agreement.
2. Services. This Addendum is limited in scope to the following services (the "Services"), which BEEFREE agrees to provide to VILLAGE. The Services specified herein in section 2.a. and 5.a. may be amended through mutual agreement of the VILLAGE and BEEFREE at the direction of the Village Manager at the rates specified herein (the "Rates"):
 - a. BEEFREE will provide three (3) "Freebee" vehicles (One (1) XL van and two (2) Tesla X vehicles) dedicated to VILLAGE (the "Vehicles") for the duration of the Term. At least one of the Vehicles dedicated to VILLAGE will be wheelchair accessible, and BEEFREE will otherwise use its best efforts to be and remain in compliance with all Americans with Disabilities Act ("ADA") requirements. BEEFREE shall be responsible for providing appropriate training to its drivers who will be operating the wheelchair accessible Vehicle, including but not limited to, training as to the operation of the ramping system and securing of wheelchairs.
 - b. BEEFREE will operate the Vehicles within VILLAGE's designated service area at all times during VILLAGE's operating hours (weather and conditions permitting) as reflected in Section 5 herein, with the exception being when a driver takes their thirty (30) minute meal break. At such times during a driver break, two (2) vehicles will be in operation and BEEFREE will try to limit this to downtime in service. BEEFREE agrees that, to the extent feasible, at all times during VILLAGE's operating hours, at least one (1) wheelchair-accessible Vehicle will be available to accommodate passengers, upon request, and BEEFREE will operate the ramping system and secure any wheelchairs to the vehicle should such accommodations be requested.
 - c. Prior to the beginning of the Term, BEEFREE will add VILLAGE as an additional insured on BEEFREE's automobile insurance policy (of at least \$1 million), and on BEEFREE's general liability policy (of at least \$5 million). VILLAGE will remain as an additional

insured on said policies throughout the Term. BEEFREE must also otherwise comply with the insurance requirements as set forth in the Agreement.

- d. BEEFREE will assist VILLAGE in developing a marketing plan to encourage ridership on the Vehicles during the Term.
 - e. Beginning with the first month of the Term and continuing for each month of the Term thereafter, BEEFREE will provide VILLAGE with a monthly report showing data and analytics related to ridership in the Vehicles for the preceding month(s). BEEFREE will provide these reports within ten (10) business days of the last day of each month, unless another time frame is agreed to between the Parties.
 - f. BEEFREE agrees that any questions, complaints, or concerns reported to BEEFREE (through its drivers or otherwise) regarding ADA issues will be reported to the VILLAGE within one business day.
3. Rates. As consideration for the Services listed above, VILLAGE shall pay BEEFREE at the following Rates:
- a. The total payment for the Services to be provided under this Addendum shall not exceed Five Hundred Fifty-three Thousand Three Hundred and no/100 Dollars (\$553,330.00) per annum, with the ability to subsidize total payment with advertising revenue, as stipulated under Section 5(d) herein.
 - b. The breakdown for the Services charge is as follows:
1 XL Vehicle and 2 Tesla X Vehicles
Service: Monday - Sunday
One Hundred Nineteen (119) Hours of labor per vehicle weekly
Cost: \$553,300.00 Annually
4. Payment Terms. VILLAGE agrees to pay the Rates in monthly installments, as follows:
- a. Twelve (12) payments of \$46,110.00 per month, payable on or before the 15th day of each month, beginning the first month of the Term of this Agreement.
5. Additional Terms.
- a. VILLAGE's operating hours, as contemplated in Section 2.b. above, shall be as follows: Monday through Sunday, 7:00 a.m. to 12:00 a.m. These hours may be modified by mutual written agreement of the Parties as ridership data becomes available throughout the Term.
 - b. VILLAGE shall be responsible for providing a location for installation of the fast chargers. Any costs always associated therewith after acceptance of the delivery will be the responsibility of BEEFREE. Notwithstanding the foregoing, all fast chargers delivered to VILLAGE by BEEFREE shall remain the property of BEEFREE and shall be subject to return upon conclusion of the Term.
 - c. BEEFREE will operate the Vehicles in VILLAGE'S designated service area as delineated in the attached map.

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

After-Action Report

Update for **June 11, 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): No applicants as of yet, though the recruitment continues. Staff reports that we have received a large number of clicks on the posting, but the specialized skills required and part-time nature of the opportunity may be contributing to failure to convert clicks to applicants.

#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:

- Kimberly Matthews from Monroe County was to create a process roadmap to be used by the Village for a successful SP process. Ms. Matthews reported that the process roadmap would be delivered on or before April 08, the last day of her authorized support to Village operations under the agreement with Monroe County.

Next Step(s): Village is focusing on the Comp Plan update and will roll in an Implementation Element. The Comp Plan RFP was released on May 29, 2024 as RFP 24-10. Upon Completion of the Comp Plan, the Village will initiate a strategic planning cycle to bridge Comp Plan updates.

#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.

Council Directed Actions and Policies Status Report

Update for **June 11, 2024**, Council Meeting

Actions accomplished:

- Initial conversations have been held between the Village and County staff.
- Church is proceeding with rezoning application, leaving possibility for application withdrawal should Village purchase discussions advance.
- 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. In order to move forward effectively, Monroe County decision-makers must be project partners early on. To reduce any potential risk associated with land acquisition and the ability of the vision to be realized, Monroe County leadership needs to be integrated into the discussion to ensure their support for either amending the five-year plan based on local financial support to advance the project through construction or be willing to accept delivery of a completed project reflecting any design requirements they may wish to impose. Such an agreement should be memorialized in writing to ensure both parties commit the resources necessary to design, build, and operate the new facility. Absent such agreement, any advance acquisition carries with it some level of risk associated with not realizing the intended outcome.
- **Zoning Map and FLUM amendments were considered at the April 11 Council Meeting and passed on first reading.**

Next steps: The Village Manager is working with Legal regarding purchase of the property.

#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: Resolution to establish the contest was adopted at the 3/12/2024 Village Council meeting.

The VM advised Council that anticipated flag design process will be delayed, as time is needed to designate both staff and community member participation, as specified in the resolution. This is a great project and needs adequate planning to execute well.

This project may fall under the Assistant to the Village Manager.

Next Step(s): The Assistant to the Village Manager position has been filled and the new hire will begin in June.

#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: The Village Manager is working with the Clerk and counsel to compile appropriate resource materials and an onboarding schedule.

November meeting dates were moved to November 17 and 19 an effort to seat the new Council immediately after election results are certified.

Next Step(s): New Council Candidate Orientation will be held on Thursday, November 7 from 5:00 p.m. to 8:00 p.m.

#VM24-04

Relocation of Public Works Materials and Machinery from Founders Park

Date of Direction: April 9, 2024

Responsible Party: Village Manager

Direction: Council directed staff to research suitable properties and authorized the Village Manager to pursue Council's stated goal to remove the DPW operations from Founders Park

Council Directed Actions and Policies Status Report

Update for **June 11, 2024**, Council Meeting

Actions Accomplished: Council Members Gregg and Rosenthal indicated they were aware of sites that may potentially be a fit. Council Member Jolin and Vice Mayor Mahoney indicated they could be available for a Special Call meeting if necessary. The Village has entered into a Letter of Intent with Island Community Church for as purchase price of \$3.995M. It is anticipated that a purchase contract will be presented for Council consideration at the May 07 regular meeting. An appraisal is pending. Provided the purchase is approved with proposed terms and conditions, Island Community Church will continue to use the facility for Sunday services for a period not to exceed one year.

Next Step(s): TBD

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.
- Daniel Parobok & Rebecca Jetton have provided Planning Director with Draft

Next Step(s): Planning Director reviewing draft.

#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"
- Staff has proposed a code amendment that would allow tiki huts on docks.

Next Step(s): The code amendment will be brought to the LPA on June 10, 2024.

#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.
- A deeper analysis of vacant parcels has been completed.

Next Step(s): Staff will continue to analyze and drill down the vacant parcel list.

#PL23-05

Rezoning of properties at Village incorporation

Date of direction: September 28, 2023

Responsible Party: Planning Director

Council Directed Actions and Policies Status Report

Update for **June 11, 2024**, Council Meeting

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 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.
- Daniel Parobok presented his analysis to the Council on April 11th.
- **Council has asked for additional review and recommendations.**

Next Step(s): **Staff will look to incorporate this as part of the Comprehensive Plan update.**

#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. The 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.
- Staff presented policy guidelines at April 09 meeting.
- **After discussion about the overarching plan for affordable allocations and the Vote of the Village Council to reserve all remaining allocations for Village Use, the policy and resolution was withdrawn.**

Next Step(s): **Completed**

#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:

- **Staff had scheduled, advertised and began preparations for a workshop on June 4, 2024.**
- **Village Manager cancelled the workshop.**

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.

Council Directed Actions and Policies Status Report

Update for **June 11, 2024**, Council Meeting

Actions accomplished:

- Daniel Parobok is working on a code amendment to accomplish this item.

Next Step(s): The Code amendment will be before the LPA on June 10, 2024.

#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

#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:

- Code amendment was reviewed by the LPA at its meeting on May 13, 2024.

Next Step(s): Code amendment will be heard on first reading by the Council on June 13, 2024

#PL24-05

Full Analysis, including Public Input on Administrative Relief, Early Out Affordable Housing Allocations and BPAS

Date of direction: May 13, 2024

Responsible Party: Planning and Development Services

Direction: The Planning Director should complete a full analysis of administrative relief, early out affordable housing allocations and BPAS including robust public input and provide the analysis back to the Village Council.

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 RVCM on December 12, 2023, Councilman Rosenthal expressed concern over the delayed timeline for work on the Fills by FKAA 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.

Council Directed Actions and Policies Status Report

Update for **June 11, 2024**, Council Meeting

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.
- **FDOT Permit Application for removal of parking areas and the remediation of the asphalt removed is pending.**

Next Step(s): The Public Works Director will begin project once permit approval has been granted by FDOT. Work to be completed by public works department.

#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.

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.
- Draft ILA and Operating Agreement has been with School Board attorneys since March 7.
- **The Village Manager met with MCS Superintendent Theresa Axford and Patrick LaFere on April 23**

Next Step(s): The Interlocal Agreement, which is the umbrella agreement that has been in effect for several years and authorizes School use of our existing baseball facilities, will be renewed prior to any agreement regarding the baseball field licensing.

Monroe County Schools will make a brief presentation to Council at the May 7 meeting, outlining their proposed path forward to gain consensus on a prospective field renovation and associated operating plan.

VILLAGE ATTORNEY (VA)

#VA24-2

Legislative Priorities Workshop

Date of direction: April 9, 2024

Responsible Party: Village Attorney

Direction: Schedule a legislative priorities workshop before the end of June as required in Council's Meeting Procedures.

Council Directed Actions and Policies Status Report

Update for **June 11, 2024**, Council Meeting

Actions accomplished: Ryan Matthews of GrayRobinson presented a Legislative session wrap-up summarizing actions taken and noted that the Legislature is expected to convene for its 2025 session in March. He surmised that a June workshop would give a good lead time to finalize legislative priorities by the late fall.

Next step(s): . The workshop is scheduled for June 11, 2024 at 4:30 p.m.

#VA24-03

Sister City Agreement – Additional Information

Date of direction: April 9, 2024

Responsible party: Village Attorney

Direction: Staff to bring back additional information on Sister City program

Actions accomplished: TBD

Next Steps: TBD

FINANCE (FN)

#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.

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 discuss this need with the Village Manager to determine whether to publish an RFP.

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.

The Village Council directed that the Village Attorney analyze the Fire CBA to advise of potential implications which may result from the creation of a Fire Boat Emergency Response program. Village Attorney is awaiting full proposal in order to complete analysis.

Actions accomplished:

- The Fire Chief is gathering information for a presentation to the Village Council.
- Item was considered and approved at the May 7 Council meeting.

Next Step(s): Completed – item will be removed from the report.

Council Directed Actions and Policies Status Report

Update for June 11, 2024, Council Meeting

PARKS & RECREATION

#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.
- Direction was given to staff at the Village Council meeting on Tuesday, March 12, 2024, to move forward with an RFP to solicit proposals from qualified consultants and consulting firms to provide a Master Plan for Founders Park.

Next Step(s)

The RFP was issued on Thursday, March 21, 2024, and the deadline for proposal submittals is Monday, April 22, 2024, 3:00pm. Four sealed proposals were submitted in response to the RFP. An Evaluation Committee is assigned to review, evaluate, and rank the proposals on Wednesday, May 1, 2024. The "Committee's" recommendation on approving the final ranking will be presented to Village Council at a future meeting date. **The meeting date is scheduled for Tuesday, June 11, 2024.**

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:

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- 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.

#VM23-10

Renewal of Attention Media Engagement

Date of direction: December 12, 2023

Responsible Party: Village Manager

Direction: At the RVC 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

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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.

#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.
- 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.

Council Directed Actions and Policies Status Report

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- 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.

#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.

#PL23-07

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:

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- 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.

#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.

#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

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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.

#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.
- Ordinance passed on first reading. Second reading will occur at the next regular Village Council meeting.

Next Step(s): Ordinance failed on second reading. This item will be removed from the report.

#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): This item has been rolled into item FR #23-01

#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.
- First reading passed and adopted on 3/12/2024..

Next Step(s): A second reading of an amendment to the Purchasing Ordinance to increase Village Manager authority to \$50,000.00 is included on the 4/9/2024 Council meeting agenda. Ordinance failed on second reading. This item will be removed from the report.

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