



# Islamorada, Village of Islands

## REGULAR VILLAGE COUNCIL MEETING

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October 8, 2024 - 5:30 PM  
Founders Park Community Center  
87000 Overseas Highway  
Islamorada, FL 33036

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

### AGENDA

- I. CALL TO ORDER / ROLL CALL**
- II. PLEDGE OF ALLEGIANCE**
- III. AGENDA: Requests for Deletion / Emergency Additions**
- IV. REPORTS, PRESENTATIONS AND ANNOUNCEMENTS**
  - A. FDOT Monroe County Freight Plan Presentation **TAB 1****
- V. PUBLIC COMMENT**

(This is general public comment. It provides an opportunity for the public to speak about matters not scheduled elsewhere on the agenda. The mayor opens public comment on agenda items throughout the meeting.)
- VI. CITIZENS' ADVISORY COMMITTEE REPORTS & APPOINTMENTS**
  - A. Motion to Consider Appointment of Nicholas Kross to the Nearshore Waters Citizens' Advisory Committee **TAB 2****
- VII. MAYOR / COUNCIL COMMUNICATIONS**
- VIII. VILLAGE ATTORNEY / VILLAGE MANAGER COMMUNICATIONS**
- IX. CONSENT AGENDA**
  - A. Approval of Meeting Minutes: **TAB 3****
    - Budget Hearing #1 - September 5, 2024
    - Regular Village Council Meeting - September 10, 2024
    - Land Use Village Council Meeting - September 12, 2024
    - Special Village Council Meeting - September 17, 2024
    - Budget Hearing #2 - September 17, 2024 (Marne McGrath, Village Clerk)
  - B. Resolution Approving Agreement with Aqua Waste Repairs, Inc., for Canal 132 Gravity Infiltration Well Installation Services **TAB 4** (Peter Frezza, Environmental Resources Manager)**

**A RESOLUTION OF THE VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA, APPROVING THE RECOMMENDATION OF THE RFP 24-14 EVALUATION COMMITTEE FOR SELECTION OF A CONTRACTOR FOR THE CANAL 132 INFILTRATION WELL 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**

- C. Resolution Approving Work Authorization No. 1 with RES Florida Consulting, LLC. for Initiating Breakwater/Artificial Reef Feasibility Study for Sea Oats Beach and Upper Matecumbe Beach **TAB 5** (Alyssa Panzer, SRC Coordinator)

**A RESOLUTION OF THE VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA, APPROVING WORK AUTHORIZATION NO. 1 WITH RES FLORIDA CONSULTING LLC FOR BREAKWATER/ARTIFICIAL REEF FEASIBILITY STUDY AT SEA OATS BEACH AND UPPER MATECUMBE BEACH; AUTHORIZING VILLAGE OFFICIALS TO IMPLEMENT THE TERMS AND CONDITIONS OF THE PROJECT AGREEMENT; AUTHORIZING THE VILLAGE MANAGER TO EXPEND BUDGETED FUNDS; AUTHORIZING THE VILLAGE MANAGER TO EXECUTE THE WORK AUTHORIZATION NO 1; AND PROVIDING FOR AN EFFECTIVE DATE**

- D. Resolution Approving Agreement No. KG002 Between the FDEP and the Village Relating to Funding through the Florida Keys Stewardship Act **TAB 6** (Peter Frezza, Environmental Resources Manager)

**A RESOLUTION OF THE VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA, APPROVING DEP AGREEMENT NO. KG002 BETWEEN THE STATE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION AND THE VILLAGE RELATED TO FLORIDA KEYS STEWARDSHIP ACT FUNDING; AUTHORIZING VILLAGE OFFICIALS TO TAKE ALL STEPS NECESSARY TO FINALIZE AND IMPLEMENT THE TERMS AND CONDITIONS OF THE AGREEMENT; AUTHORIZING THE VILLAGE MANAGER TO EXECUTE THE AGREEMENT; AND PROVIDING FOR AN EFFECTIVE DATE**

- E. Resolution Ratifying the Purchase of a Wireless Microphone System with Mixer from BISDigital for Council Chambers **TAB 7** (Vince Tarves, Systems Engineer)

**A RESOLUTION OF THE VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA, RATIFYING THE PURCHASE OF A WIRELESS MICROPHONE SYSTEM WITH MIXER FROM BISDIGITAL FOR THE COUNCIL CHAMBERS TO PROVIDE AUDIO FOR VILLAGE MEETINGS; AUTHORIZING THE VILLAGE MANAGER TO EXPEND BUDGETED FUNDS; AND PROVIDING FOR AN EFFECTIVE DATE**



- F. Resolution Approving Recommendation of TGM Medical Corp/ Dr. Thomas Morrison and Agreement for Medical Director Services **TAB 8** (Terry Abel, Fire Chief)  
**A RESOLUTION OF THE VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA, APPROVING RECOMMENDATIONS OF THE RFP 24-16 EVALUATION COMMITTEE FOR MEDICAL DIRECTOR SERVICES TO THE VILLAGE; AUTHORIZING THE VILLAGE MANAGER AND VILLAGE ATTORNEY TO ENTER INTO AND AGREEMENT FOR THE REQUESTED SERVICES; AUTHORIZING THE VILLAGE MANAGER TO EXPEND BUDGETED FUNDS; AND PROVING FOR AN EFFECTIVE DATE**
- G. Request for Authorization to Dispose of Surplus Vehicle - 2008 Freightliner **TAB 9** (Terry Abel, Fire Chief)  
**A RESOLUTION OF THE VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA, DECLARING THE 2008 FREIGHTLINER M2 AS SURPLUS PROPERTY; AUTHORIZING DISPOSAL OF THE ASSET; AND PROVIDING AN EFFECTIVE DATE**
- H. Resolution Approving Work Authorization No. 5 Between Wade Trim, Inc., and the Village for FY 2024-2025 Services **TAB 10** (A.J. Engelmeyer, Public Works Director)  
**A RESOLUTION OF THE VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA, RATIFYING AND APPROVING WORK AUTHORIZATION NO. 5 BETWEEN WADE TRIM, INC., AND ISLAMORADA, VILLAGE OD ISLANDS, TO PROVIDE GENERAL ENGINEERING SERVICES AND WASTEWATER UTILITY-RELATED ENGINEERING SERVICES; AUTHORIZING VILLAGE OFFICIALS TO IMPLEMENT THE TERMS AND CONDITIONS OF WORK AUTHORIZATION NO. 5; AUTHORIZING THE VILLAGE MANAGER TO EXPEND BUDGETED FUNDS; AUTHORIZING THE VILLAGE MANAGER TO EXECUTE THE WORK AUTHORIZATION; AND PROVIDING FOR AN EFFECTIVE DATE**
- I. Resolution Approving Work Authorization No. 2 Between Page Excavating and the Village for FY 2024-2025 Services **TAB 11** (A.J. Engelmeyer, Public Works Director)  
**A RESOLUTION OF THE VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA, RATIFYING AND APPROVING WORK AUTHORIZATION NO. 2 BETWEEN PAGE EXCAVATING, INC. AND ISLAMORADA, VILLAGE OF ISLANDS, TO PROVIDE WASTEWATER SUPPORT SERVICES AS NEEDED; AUTHORIZING VILLAGE OFFICIALS TO IMPLEMENT THE TERMS AND CONDITIONS OF WORK AUTHORIZATION NO. 2; AUTHORIZING THE VILLAGE MANAGER TO EXPEND BUDGETED FUNDS; AUTHORIZING THE VILLAGE MANAGER TO EXECUTE THE WORK AUTHORIZATION; AND PROVIDING FOR AN EFFECTIVE DATE**

- J. Resolution Approving Work Authorization No. 5 with MT Causley LLC and the Village of Islamorada **TAB 12** (Sheila Denoncourt, Chief Building Official)

**A RESOLUTION OF THE VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA, APPROVING WORK AUTHORIZATION NO. 5 BETWEEN M. T. CAUSLEY, LLC, AND ISLAMORADA, VILLAGE OF ISLANDS, TO PROVIDE GENERAL SUPPORT SERVICES TO THE BUILDING SERVICES DEPARTMENT; AUTHORIZING VILLAGE OFFICIALS TO IMPLEMENT THE TERMS AND CONDITIONS OF WORK AUTHORIZATION NO. 5; AUTHORIZING THE VILLAGE MANAGER TO EXPEND BUDGETED FUNDS; AUTHORIZING THE VILLAGE MANAGER TO EXECUTE THE WORK AUTHORIZATION; AND PROVIDING FOR AN EFFECTIVE DATE**

- K. Resolution Approving First Amendment to Cooperative Professional Services Agreement with All Aspects Inspection Services, LLC, for Building Support Services **TAB 13** (Sheila Denoncourt, Chief Building Official)

**A RESOLUTION OF THE VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA, APPROVING A FIRST AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT BETWEEN ALL ASPECTS INSPECTION SERVICES, LLC, AND ISLAMORADA, VILLAGE OF ISLANDS, TO PROVIDE BUILDING PERMIT PLANS REVIEW AND INSPECTION SERVICES TO THE BUILDING SERVICES DEPARTMENT; APPROVING THE WAIVER OF COMPETITIVE BIDDING; AUTHORIZING THE VILLAGE MANAGER TO EXPEND BUDGETED FUNDS; AND PROVIDING FOR AN EFFECTIVE DATE**

- L. Resolution Increasing Building Department Inspections Services from All Aspects Inspection Services, LLC for FY 23/24 **TAB 14** (Sheila Denoncourt, Chief Building Official)

**A RESOLUTION OF THE VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA, RATIFYING INCREASING AUTHORIZED BUILDING DEPARTMENT INSPECTION SERVICES FROM ALL ASPECTS INSPECTION SERVICES, LLC THROUGH THE END OF FY 2023-2024; AUTHORIZING THE VILLAGE MANAGER TO EXPEND BUDGETED FUNDS; AND PROVIDING FOR AN EFFECTIVE DATE**

- M. Resolution Approving Auditing Services for Fiscal Year End September 30, 2024 **TAB 15** (Lisa Lynch, Finance Director)

**A RESOLUTION OF THE VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA; APPROVING THE ENGAGEMENT FOR PROFESSIONAL AUDITING SERVICES WITH CHRISTOPHER, SMITH, LEONARD, AND STANELL PA, FOR THE FISCAL YEAR ENDING SEPTEMBER 30, 2024; AUTHORIZING THE VILLAGE MANAGER TO EXECUTE THE ENGAGEMENT AGREEMENT; AUTHORIZING VILLAGE OFFICIALS TO IMPLEMENT THE TERMS AND CONDITIONS OF THE PROFESSIONAL AUDITING SERVICES ENGAGEMENT; AUTHORIZING**

**THE EXPENDITURE OF BUDGETED FUNDS; AND PROVIDING FOR AN EFFECTIVE DATE**

**X. RESOLUTIONS**

- A.** Resolution Approving Second Budget Amendment FY23-24 **TAB 16**  
(Lisa Lynch, Finance Director)

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

- B.** Resolution Approving Award of RFP 24-15 for Two Storage Buildings for Emergency Backup Generators **TAB 17** (Terry Abel, Fire Chief, A.J. Engelmeyer, Public Works Director)

**A RESOLUTION OF THE VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA, APPROVING THE RECOMMENDATION OF THE RFP 24-15 EVALUATION COMMITTEE FOR SELECTION OF A CONTRACTOR FOR THE GENERATOR STORAGE BUILDINGS CONSTRUCTION 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**

- C.** Amendment to Village Personnel Policy Manual **TAB 18** (Robert Cole, Village Manager)

**A RESOLUTION OF THE VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA ADOPTING AN AMENDMENT TO THE VILLAGE PERSONNEL POLICY MANUAL, SECTION 10 – EMPLOYEE BENEFITS; AUTHORIZING VILLAGE OFFICIALS TO IMPLEMENT THE TERMS AND CONDITIONS OF THE PERSONNEL POLICY MANUAL; AND PROVIDING FOR AN EFFECTIVE DATE**

- D.** Resolution Approving the Second Amendment to the Contractual Services Agreement for Solid Waste Services to Allow a Rate Increase for Commercial and Residential Rates for FY2024-2025 **TAB 19** (Lisa Lynch, Finance Director)

**A RESOLUTION OF THE VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA APPROVING SECOND AMENDMENT TO CONTRACTUAL SERVICES AGREEMENT FOR SOLID WASTE, YARD WASTE AND RECYCLING COLLECTION AND DISPOSAL SERVICES WITH ISLAND DISPOSAL COMPANY; AUTHORIZING VILLAGE MANAGER AND VILLAGE ATTORNEY TO ENTER INTO THE SECOND AMENDMENT TO AGREEMENT FOR THE REQUESTED SERVICES; AUTHORIZING THE VILLAGE MANAGER TO IMPLEMENT THE TERMS AND**

**CONDITIONS OF THE SECOND AMENDMENT; AND PROVIDING  
FOR AN EFFECTIVE DATE**

**XI. ADJOURNMENT**

**Options for Viewing the Village Council Meeting:**

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

[https://www.islamorada.fl.us/departments/communications/live\\_village\\_broadcast\\_meeting.php](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](mailto: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](mailto:ADA@islamorada.fl.us) at least 48 hours before the scheduled meeting





# Council Communication

**To:** Mayor and Village Council  
**From:** A.J. Engelmeyer, Public Works Director  
**Date:** October 8, 2024  
**SUBJECT:** FDOT Monroe County Freight Plan Presentation TAB 1

**Background:**

FDOT delivered a September 2024 Freight Plan presentation to the Monroe County Board of Commissioners, a copy of which is attached. The presentation included some potential modifications to US-1 within Islamorada, as well as beyond. At the Village's request, FDOT officials will present a Freight Plan overview by Zoom, focusing primarily on plan elements of particular local relevance.

**Analysis:**

N/A

**Budget Impact:**

N/A

**Staff Impact:**

N/A

**Recommendation:**

N/A

**Attachments:**

1. Monroe County - Study Summary
2. Monroe County\_Freight\_Impr Plan -- Islamorada Village Council 100824 v2

# Monroe County

## Freight Improvement Plan

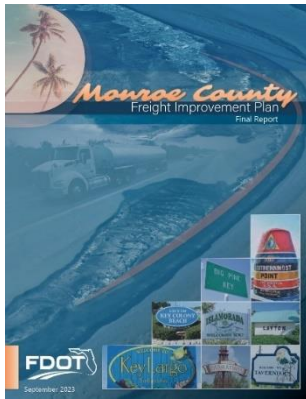
FM# 446325-1-22-01

Florida Department of Transportation

September 2024

## PLAN SUMMARY

### Study Purpose



Freight and logistics are essential to functioning of our communities and regional economies. The purpose of this study by the Florida Department of Transportation (FDOT) – District Six was to investigate freight mobility conditions today and into the future along US 1 in Monroe County and to identify actions to preserve and enhance that freight mobility. This purpose was accomplished by addressing these elements:

- Assess existing conditions and future traffic scenarios.
- Evaluate traffic level of service in each scenario for:
  - Existing and future 2045 conditions.
  - 10 signalized intersections and 110 roadway segments.
- Identify proposed improvement actions and costs.
- Coordinate this analysis with the Monroe County 2018 US 1 Transportation Master Plan and the 2023 Arterial Travel Time Delay Study.

### Study Context

Monroe County occupies a unique setting within Florida. It is known worldwide for its Florida Keys extending for over 100 miles, connected by the US 1 Overseas Highway, as well as for Everglades National Park on the mainland. The county economy is centered on tourism, offering a vast array of parks and preserves – both marine and land-based – as well as recreational fishing, historical sites, boating and diving, and eclectic shopping and dining. Over half of residents are involved with tourism, with others in the commercial fishing, military, construction, and service trades such as retail, professional, military, health care, and education.

The current Monroe County population is near 83,000 persons, with 62% situated in Key West and the Lower Keys. Tourism nearly doubles the base population in peak season, with over 5.2 million seasonal residents and visitors, whose visits follow a distribution pattern similar to that of permanent population.



Underpinning this tropical paradise setting is the freight and logistics sector, supplying all the foods, goods, fuel, commodities, and materials needed to sustain the communities, business sectors, and general economy of the island chain. Essentially all of these supplies are delivered by trucks traversing US 1 to and from the mainland, along with trucks working within the Keys, supplying businesses and residences, and delivering all the commodities, consumables, materials, equipment, and everything else that drives the economy.

Key transportation characteristics include these:

- Existing daily traffic ranges from 15,000 vehicles at MM 65 on Long Key to 40,000 vehicles on Stock Island, 33,000 in Marathon, and 30,000 in Key Largo.
- About 26% of all trips to and from the mainland travel as far south as the Lower Keys. Most trip interaction with the mainland happens in Key Largo and Islamorada.
- Daily truck volumes range from 3,100 in Key Largo to 1,700 in the Lower Keys. About 1.4 million tons of goods worth \$2 billion pass through Long Key annually.
- There are about 2,500 daily truck trips between the mainland and the Upper Keys.
- There are about 500 daily truck trips between the mainland and the Lower Keys.





# Monroe County

## Freight Improvement Plan

FM# 446325-1-22-01

Florida Department of Transportation

September 2024

### Methodology

The traffic service analysis methodology utilized these parameters:

- This study used the same traffic growth scenarios as the 2018 US1 Transportation Master Plan for consistency: No growth, historic growth trend, and 1% growth to 2045. The historic trend was used for recommendations.
- Segment capacity thresholds were defined per the FDOT Quality/Level of Service Handbook, tailored to segment characteristics, utilizing new traffic growth and truck percentage growth patterns.
- Analysis examined existing and 2045 traffic conditions against the County standard of Level of Service C.
- The findings were compared to the Monroe County 2023 Arterial Travel Time and Delay Study (ATTDS) and the 2018 US 1 Transportation Master Plan (US1TMP).



### Network Analysis



The analysis covered 10 intersections and 110 roadway segments for existing and future 2045 traffic conditions. Existing intersection traffic service was found acceptable; improvement actions consisted of signal timing adjustments and new side street turning lanes at five locations. Traffic improvements on the roadway segments considered new right turn and left turn lanes, left turn lanes, and extended right turn lanes. Traffic service on the roadway segments in 2045 was found to be deficient for over 50 miles of the corridor, while the US1TMP found about 40 miles of roadway deficient in 2040. The 2023 ATTDS found 12 miles in Islamorada with deficient traffic service – below level of service C.

### Recommendations

Improvements were identified for 26 roadway segments. These were prioritized into three implementation phases, with Phase 1 involving 10 projects in the Upper Keys covering 2024 to 2030, as follows:

| No.  | Mile Marker  | Key                 | Street Limits                   | Improvement Type                                                 |
|------|--------------|---------------------|---------------------------------|------------------------------------------------------------------|
| #13  | MM 59.7      | Grassy Key          | Blue Isle Bl.                   | NB and SB right turn lanes                                       |
| #14  | MM 63.2      | Conch Key           | Conch Ave.                      | NB and SB right turn lanes                                       |
| #15A | MM 68.1-68.5 | Long Key            | Long Key Lake Dr. - Layton Dr.  | NB and SB right turn lanes                                       |
| #15B | MM 70.0      | Fiesta Key          | Gulf Shores Bl.                 | NB left turn lane                                                |
| #16  | MM 74.8-76.4 | Lower Matecumbe     | Sandy Cove Ave. - Leserra Lane  | NB and SB left turn lanes                                        |
| #17  | MM 80.4      | Upper Matecumbe Key | CR 4A                           | NB right turn lane                                               |
| #18  | MM 80.4-83.7 | Upper Matecumbe Key | CR 4A - Whale Harbor Ch. Bridge | NB and SB right turn lanes                                       |
| #19  | MM 84.8-85.5 | Windley Key         | 84800-85500 blocks              | 5 NB right turn lanes, 2 SB left turn lanes, 1 NB left turn lane |
| #20  | MM 86.0      | Marathon Key        | Venetian Bl.                    | SB downstream right turn lane                                    |
| #21  | MM 86.3-86.6 | Plantation Key      | 86300-86600 blocks              | SB extended right turn lane                                      |
| #22  | MM 87.4-89.1 | Plantation Key      | Palm Lane - Seminole Bl.        | NB extended right turn lane                                      |

### Implementation

**Traffic signal timing modifications:** Four locations have been implemented; the remainder are planned for implementation in Fall 2024.

**Roadway segment turning lane improvements:** FDOT District 6 is coordinating with its internal units and its Project Scoping Committee to assess inclusion or addition of these proposed US 1 improvements into future Resurfacing, Restoration and Rehabilitation (RRR) Program projects or the creation of new stand-alone projects in the District's Work Program. Implementation timelines are dependent on these determinations.





Daniel Lameck  
Freight and Logistics Manager



# Monroe County *Freight* Improvement Plan

FM# 446325-1-22-01

## *Summary of Recommendations*

Islamorada, Village of Islands  
Village Council

October 8, 2024 – 5:30 pm

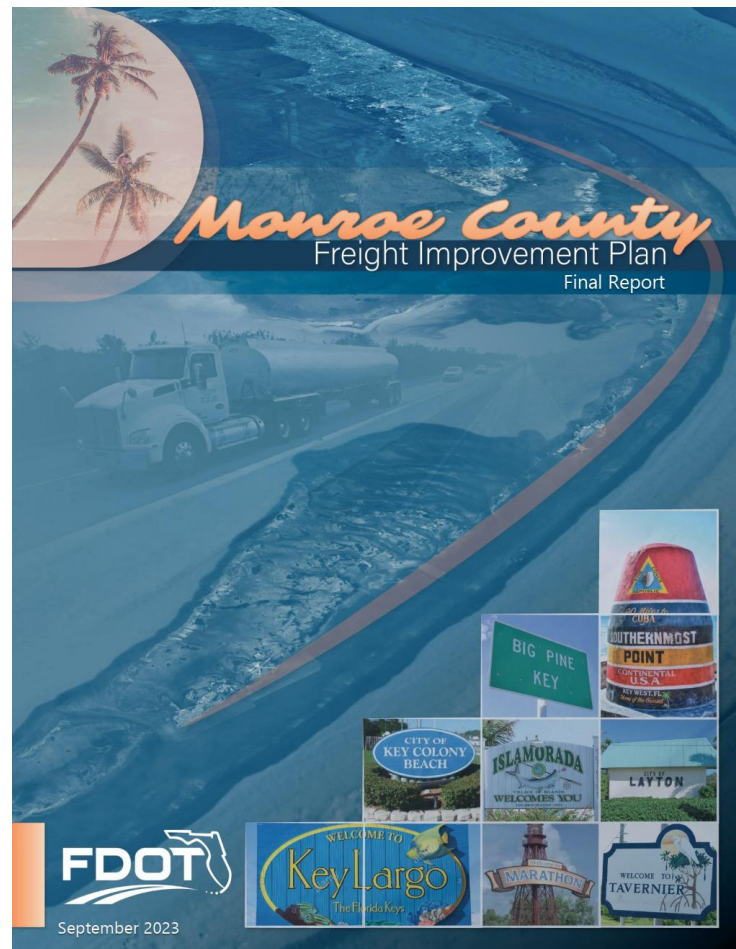


# District Six Subarea Freight Studies

|             |                                          | FDOT FY     |
|-------------|------------------------------------------|-------------|
| ✓           | ▪ TOWN OF MEDLEY FREIGHT PLAN            | 2015 - 2016 |
| ✓           | ▪ OPA-LOCKA FREIGHT IMPROVEMENT PLAN     |             |
| ✓           | ▪ MIAMI RIVER FREIGHT IMPROVEMENT PLAN   | 2016 - 2017 |
| ✓           | ▪ DORAL FREIGHT IMPROVEMENT PLAN         |             |
| ✓           | ▪ MIAMI GARDENS FREIGHT IMPROVEMENT PLAN | 2017 - 2018 |
| ✓           | ▪ HIALEAH FREIGHT IMPROVEMENT PLAN       | 2018 - 2023 |
| ✓           | ▪ HOMESTEAD FREIGHT IMPROVEMENT PLAN     | 2019 - 2023 |
| ✓           | ▪ <b>MONROE COUNTY FREIGHT PLAN</b>      | 2021 - 2024 |
| In Progress | ▪ MIAMI-DADE COUNTYWIDE FREIGHT ANALYSIS | 2024 - 2025 |



# *Study Purpose and Scope*



# *Study Purpose and Scope*

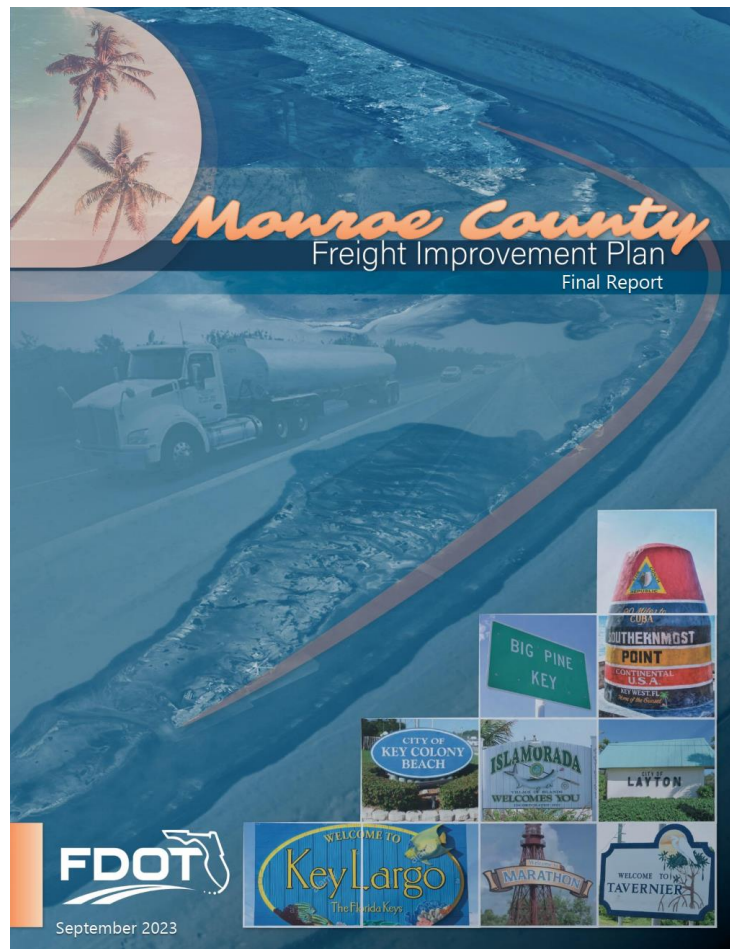
- **Assess existing conditions and future traffic scenarios.**
- **Evaluate traffic level of service in each scenario for:**
  - For existing and future 2045 conditions.
  - For 10 signalized intersections and 110 roadway segments.
- **Identify proposed improvement actions and costs.**
- **Coordinate the analysis with:**
  - County's US 1 Transportation Master Plan
  - Arterial Travel Time Delay Study





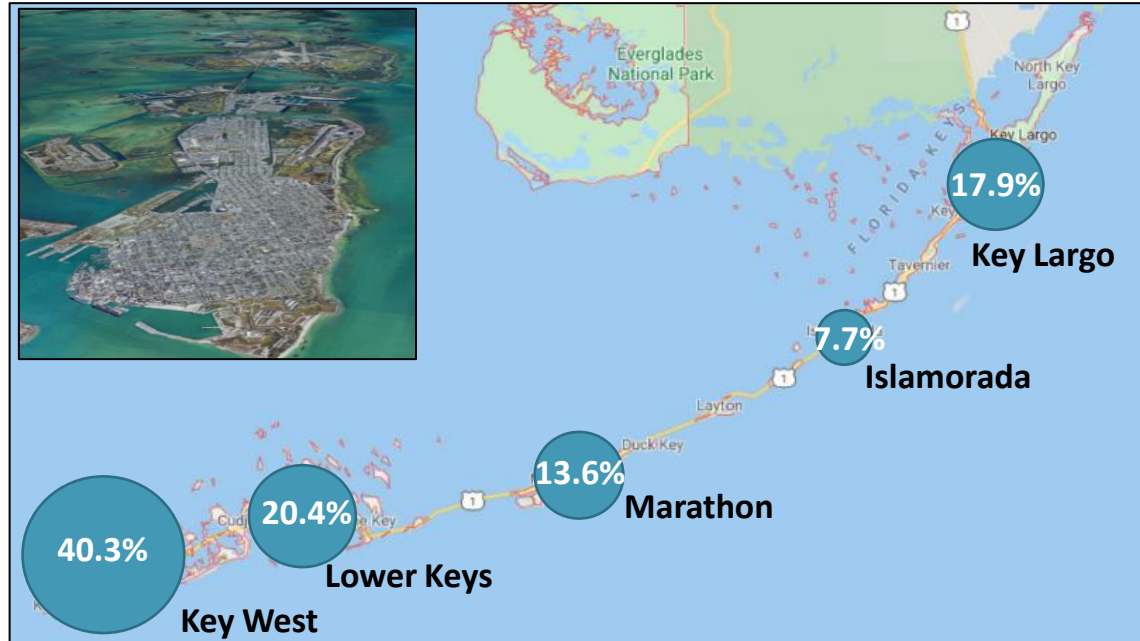


# Study Area Context



# Permanent Population

- 2020 Census: 82,874
- Population distribution:
  - Key Largo 17.9%
  - Islamorada 7.7%
  - Marathon 13.6%
  - Lower Keys 20.4%
  - Key West/Stock Island 40.3%
- 2045 population forecast (BEBR):
  - Medium: 86,500 1½%/year
  - High: 104,300 1%/year



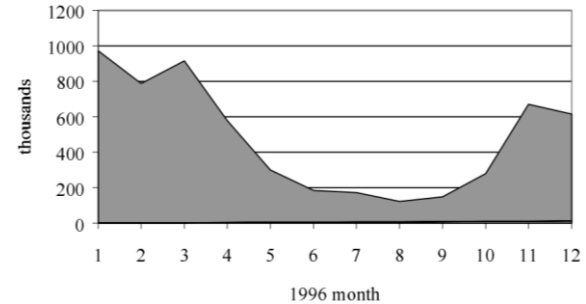




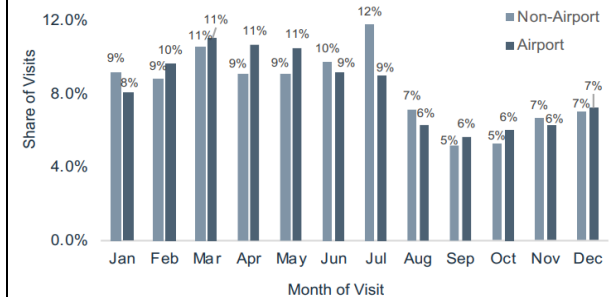
# Population – Seasonal and Visitors

- 80,000 persons (peak)
  - Seasonal (parttime resident) and overnight visitors.
  - On a peak season evening.
  - Estimated as follows:
    - Seasonal (parttime) residents 50,000
    - Visitors – peak season 20,000
    - Other 10,000
- 5.2 million annual visitors.
- Seasonally doubles the base population.

Figure 1. Snowbirds by month of occupancy

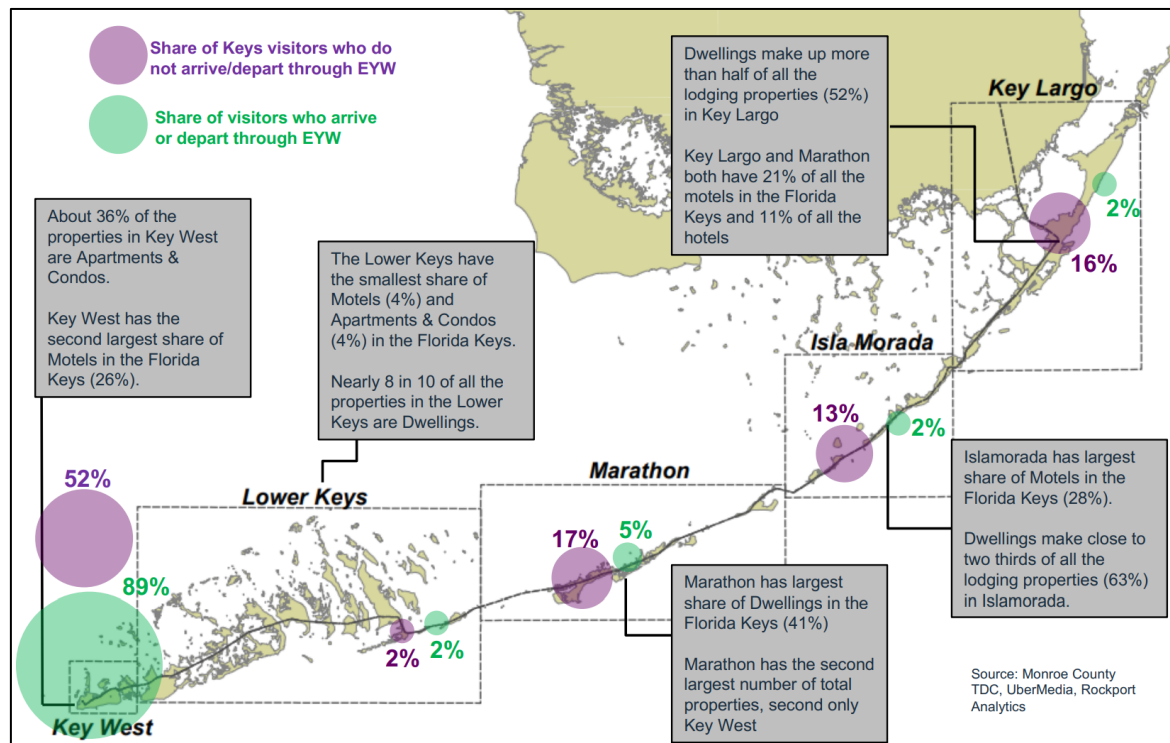


2018 Visitation to the Florida Keys by Month



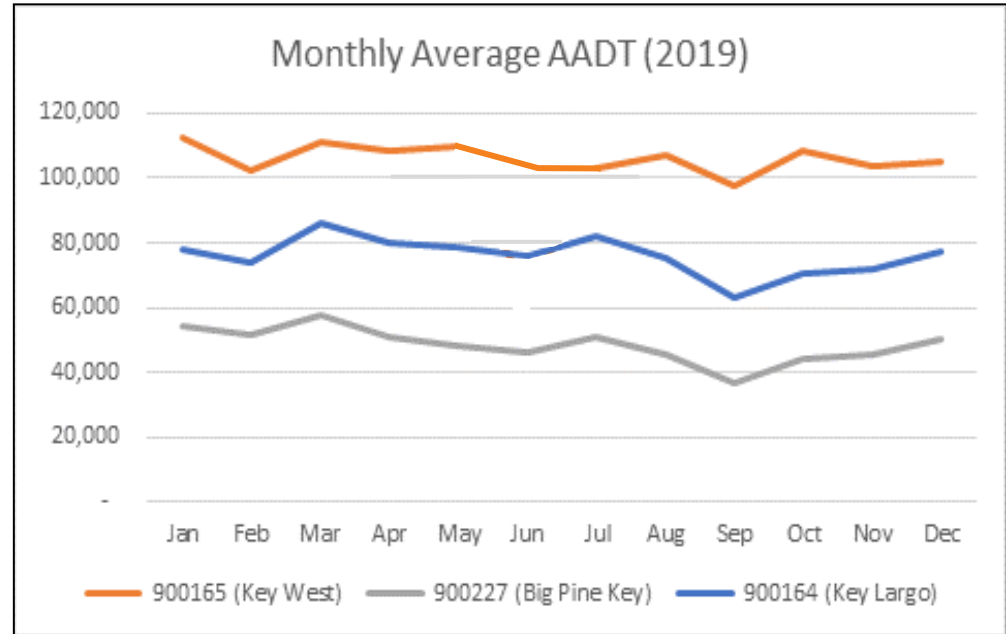
# Visitors – Distribution

- Driving visitors are spread across the Keys with half in Key West.
- Air travelers to Key West mostly stay in Key West.
- Patterns echo the permanent population.



# Seasonal Patterns – Traffic Volumes

- Traffic volumes vary with tourism.
- Peak season is +11% above average.
  - March is peak month.
- Off-peak season is -14% below average.
  - September is the low month.
- Total variation of 25% between high and low points.



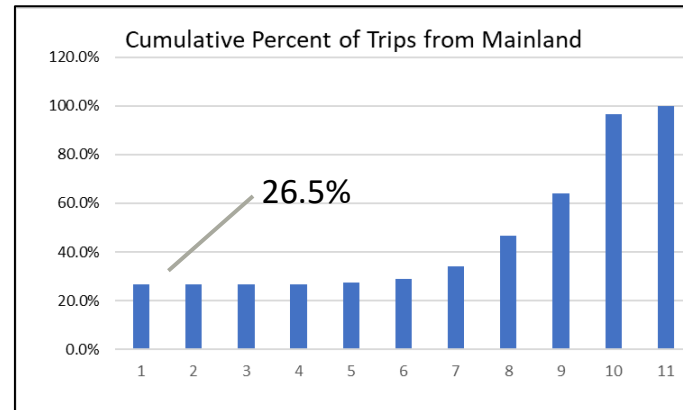
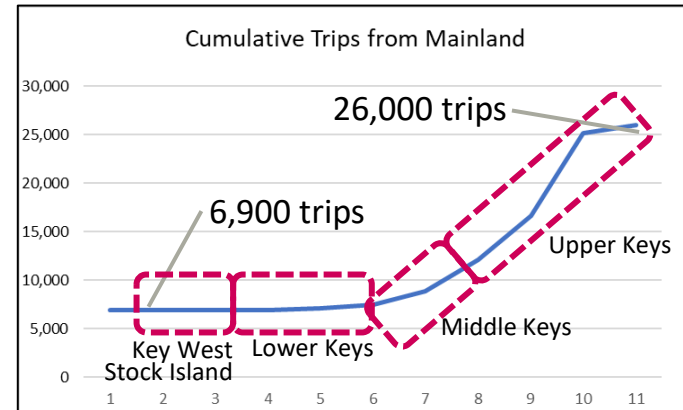
# Origin-Destination Study – Monroe Co.

## Monroe Co. Report

- 73.5% of mainland trips travel as far as Marathon.
- Balance of trips (26.5%) travel to Key West.

Winter 2017 Average Day

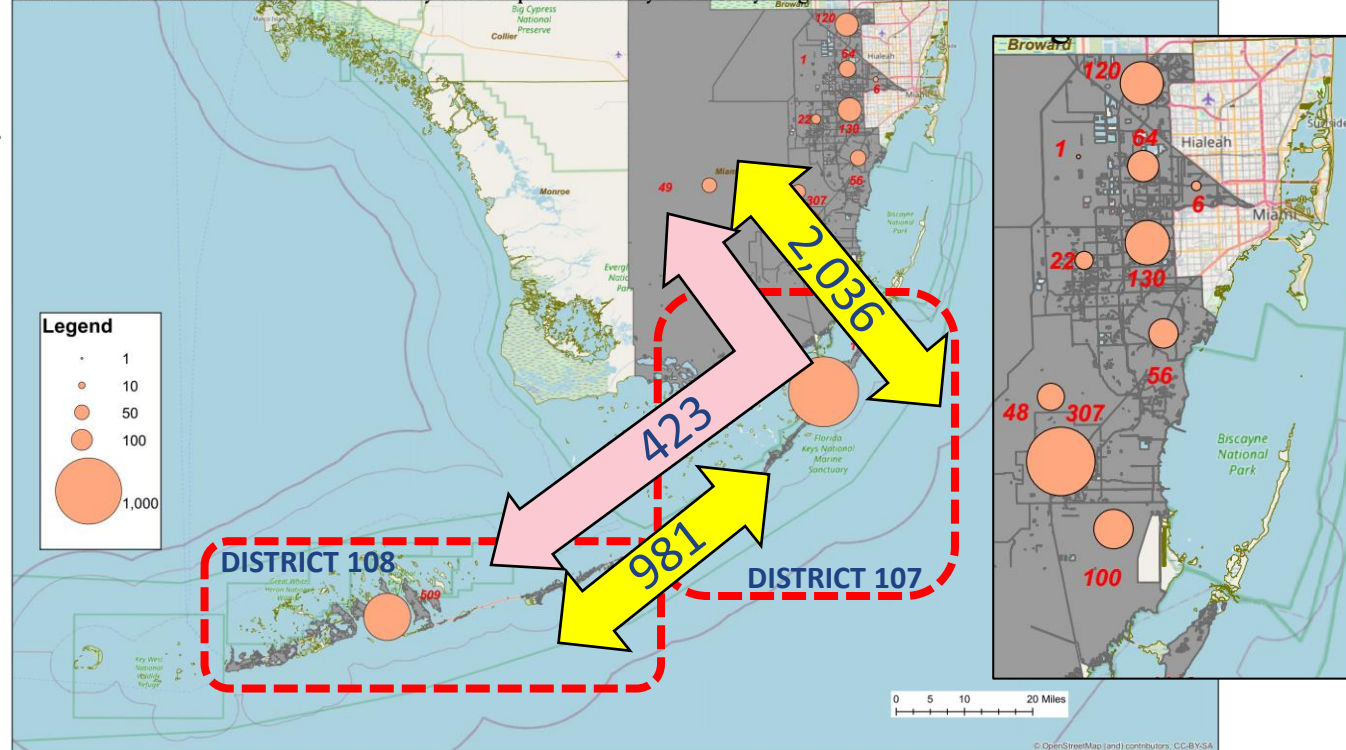
| Trip Ending Zone | Zone         | Zone Traffic | Percent of Zone Trips from Mainland | Trips from Mainland | Cumulative Trips from Mainland | Cumulative Percent of Trips from Mainland |
|------------------|--------------|--------------|-------------------------------------|---------------------|--------------------------------|-------------------------------------------|
| 1                | Key West     | 767,000      | 0.9%                                | 6,900               | 6,900                          | 26.5%                                     |
| 2                | Stock Island | 112,000      | N/A                                 | N/A                 | 6,900                          | 26.5%                                     |
| 3                | Lower Keys 1 | 36,000       | N/A                                 | N/A                 | 6,900                          | 26.5%                                     |
| 4                | Lower Keys 2 | 69,000       | N/A                                 | N/A                 | 6,900                          | 26.5%                                     |
| 5                | Big Pine Key | 73,000       | 0.2%                                | 200                 | 7,100                          | 27.3%                                     |
| 6                | Marathon 1   | 211,000      | 0.2%                                | 400                 | 7,500                          | 28.8%                                     |
| 7                | Marathon 2   | 72,000       | 0.2%                                | 1,400               | 8,900                          | 34.2%                                     |
| 8                | Islamorada 1 | 156,000      | 2.0%                                | 3,200               | 12,100                         | 46.5%                                     |
| 9                | Islamorada 2 | 65,000       | 0.7%                                | 4,500               | 16,600                         | 63.8%                                     |
| 10               | Key Largo    | 214,000      | 4.0%                                | 8,500               | 25,100                         | 96.5%                                     |
| 11               | N. Key Largo | 55,000       | 1.6%                                | 900                 | 26,000                         | 100.0%                                    |
| TOTAL            |              | 1,830,000    |                                     | 26,000              |                                |                                           |



# 2018 Daily Truck Trips TO/FROM Keys FDOT Streetlight O-D Data

- 2,459 truck trips to/from the Keys.
- 1,404 truck trips to/from Lower Keys.
- Distribution:
  - 77% Upper Keys.
  - 23% Lower Keys.
- Trips begin/end mostly in Miami-Dade County.

MONROE COUNTY FREIGHT PLAN - 2018 Daily Truck Trips to North Keys District by Origin District



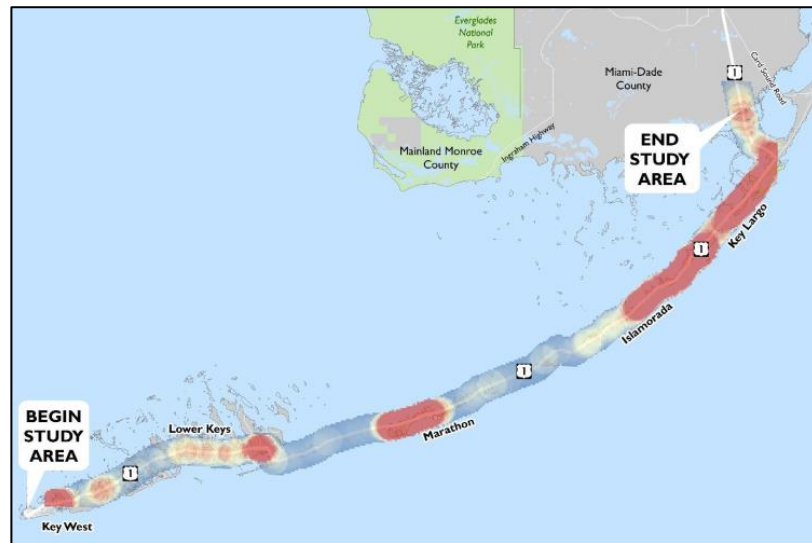
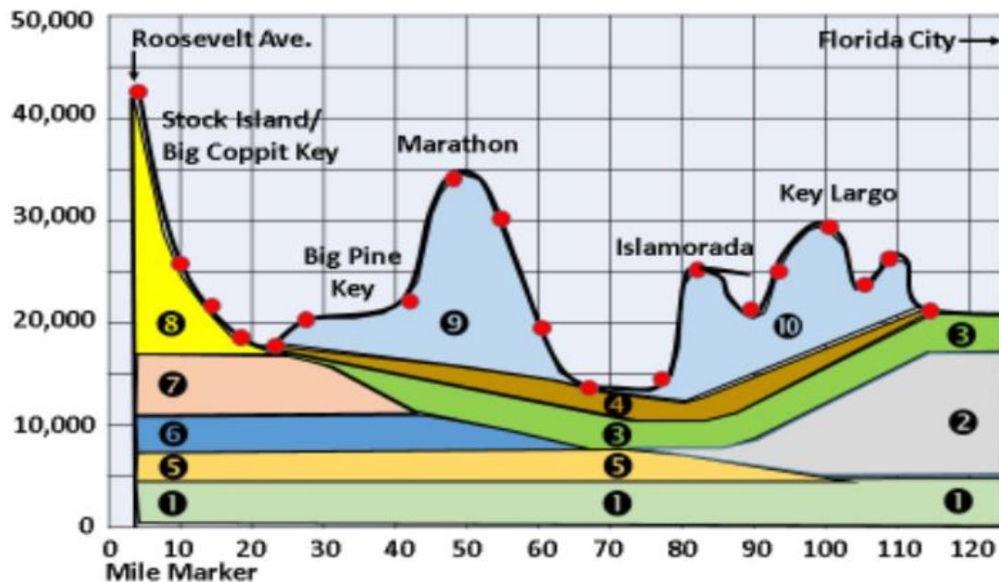


# AADT Traffic Volumes (2019) and Crashes

- Volume range: 12,700 to 41,100
- Average volume: 23,500
- Chart shows travelshed patterns.

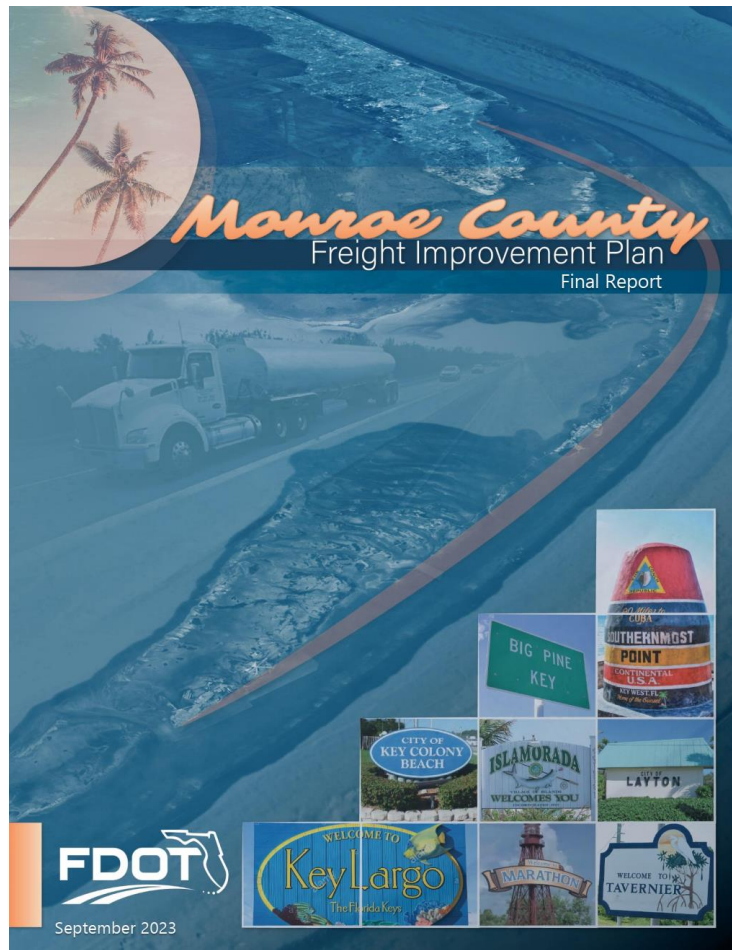
- Average: 1,422 crashes/year.
- Rear end is most common.
- Crash rates follow volumes.

Daily Traffic





# Network Analysis





# *Updated US 1 Level of Service Analysis*

- Same traffic growth scenarios as US1 Transportation Master Plan:
  - No growth, historic trend, and 1% growth to 2045.
  - Historic trend used for recommendations.
  - Reviewed truck percentage growth patterns.
- Examined existing and 2045 traffic conditions.
  - Segment capacity thresholds defined per the FDOT Quality/Level of Service Handbook.
- Signalized intersection upgrades:
  - Timing modifications.
  - Minor capacity upgrades.
- Potential segment improvements:
  - Isolated right turn and left turn lanes.
  - Sequence of alternating left turn lanes.
  - Extended right turn lanes.





# *Monroe County Traffic Concurrency*

- Speed thresholds define LOS.
  - Monitored by Arterial Travel Time and Delay Study (ATTDS)
  - Identifies segment and corridor travel speeds and resulting LOS
  - Standard is LOS C – 45 mph
- ♦ **LOS A:** 51.0 mph or above
  - ♦ **LOS B:** 50.9 mph to 48 mph
  - ♦ **LOS C:** 47.9 mph to 45 mph
  - ♦ **LOS D:** 44.9 mph to 42 mph
  - ♦ **LOS E:** 41.9 mph to 36 mph
  - ♦ **LOS F:** Below 36 mph

Monroe County traffic concurrency policy dictates no through lane capacity expansion over existing conditions.

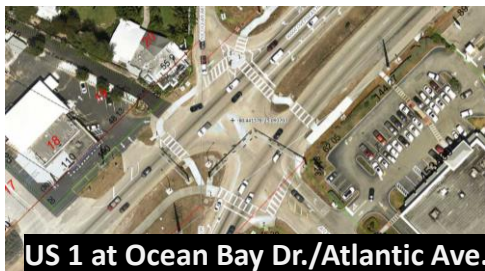
Monroe County growth management regulations apply traffic concurrency to control additional land development.





# Signalized Intersections

- Nine existing locations.
- One proposed location.





# *Traffic Signal Recommendations*

- Traffic signal timing
  - Coordinated with FDOT Traffic Engineering Office for implementation.
  - Consultant analysis files provided to FDOT.
  - Signal timing adjustments:
    - Four locations have been implemented.
    - Remainder of locations pending for Fall 2024.
- Side street turning lanes
  - Five side street turning lane additions are the responsibility of local jurisdictions.





# 2023 US 1 Arterial Travel Time – Delay Study Deficient LOS Segments

Excerpt from 2023 ATTDs:

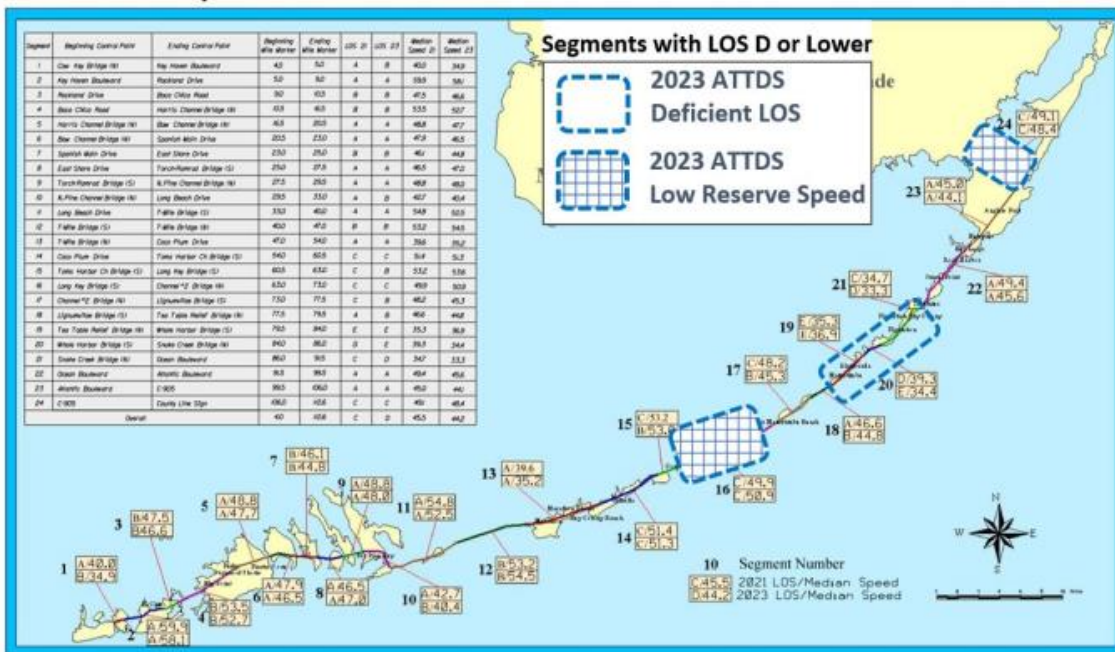
Table 6-14 2023 ATTDs Level of Service and Reserve Capacity

| SEGMENT                     | LENGTH<br>(miles) | FACILITY<br>TYPE | POSTED SPEED    |                  | ADJ.<br>FOR<br>SIGNAL<br>(mph) | ADJUSTED<br>LOS C<br>CRITERIA<br>(mph) | MEDIAN<br>TRAVEL<br>SPEED<br>(mph) | LOS | RESERVE<br>SPEED<br>(mph) | 2023                      |                              | 2021                      |
|-----------------------------|-------------------|------------------|-----------------|------------------|--------------------------------|----------------------------------------|------------------------------------|-----|---------------------------|---------------------------|------------------------------|---------------------------|
|                             |                   |                  | Limits<br>(mph) | Average<br>(mph) |                                |                                        |                                    |     |                           | MAXIMUM RESERVE<br>VOLUME | 5% ALLOCATION<br>BELOW LOS C | MAXIMUM RESERVE<br>VOLUME |
|                             |                   |                  |                 |                  |                                |                                        |                                    |     |                           | (trips)                   | (trips)                      | (trips)                   |
| 19 U Matecumbe (79.5- 84.0) | 4.1               | 2-L/U            | 45              | 45.0             | N/A                            | 40.5                                   | 36.9                               | E   | -3.6                      | (2,444)                   | (1,091)                      | (3,531)                   |
| 20 Windley (84.0- 86.0)     | 1.9               | 2-L/U            | 45              | 45.0             | N/A                            | 40.5                                   | 34.4                               | E   | -6.1                      | (1,919)                   | (1,296)                      | (378)                     |
| 21 Plantation (86.0- 91.5)  | 5.8               | 2-L/U            | 45              | 45.0             | 5.4                            | 35.1                                   | 33.3                               | D   | -1.8                      | (1,729)                   | (14)                         | 1,921                     |
| Overall                     | 108.3             |                  |                 |                  |                                | 45.0                                   | 44.2                               | D   | -0.8                      | N/A                       |                              |                           |

- Upper Matecumbe, Windley, and Plantation Keys
- MM 79.5 to 91.5

# 2023 US 1 Arterial Travel Time – Delay Study Deficient LOS Segments

Figure 6-8 2023 ATTDS Deficient Segments



Source: 2023 ATTDS Page 18.

## Deficient Segments

- ◆ Segment 19 – Upper Matecumbe Key  
◇ MM 79.5-84 LOS E
- ◆ Segment 20 – Windley Key  
◇ MM 84-86 LOS E
- ◆ Segment 21 – Plantation Key  
◇ MM 86-91.5 LOS D

## Reserve Speed under 3 mph

- ◆ Segment 16 – Long Key  
◇ MM 63-73
- ◆ Segment 24 – Key Largo/Cross Key  
◇ MM 106-112.5



# *LOS Analysis Summary (2045 Trend Forecast)*

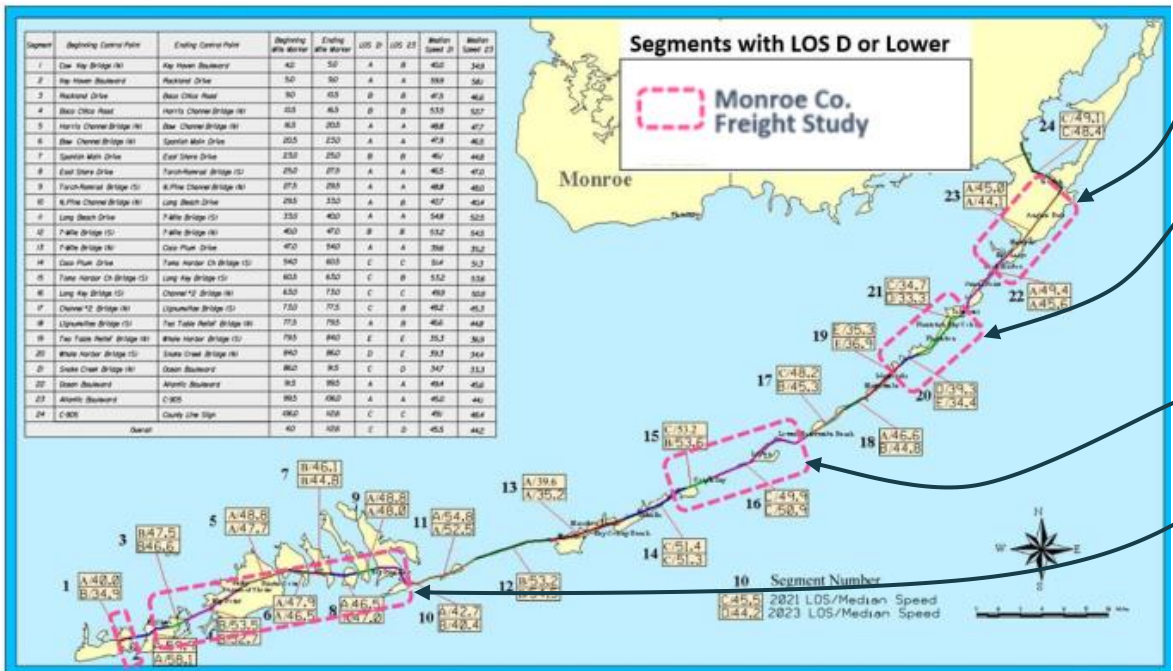
- Deficient LOS (D to F) segments:
  - MM 96 to 106.5 – Key Largo
  - MM 80 to 88 – Islamorada
  - MM 60 to 74 – Plantation Key
  - MM 9 to 31 – Lower Keys
  - MM 0 to 4.5 – Key West/Stock Island





# FDOT Freight Study Deficient LOS Segments – 2045 Trend

Figure 6-3 Segments with LOS D or Lower



Source: 2023 ATTDS Page 18.

## Key Largo

- ♦ MM 96.4 to 99.5 – Key Largo near Atlantic Blvd.
- ♦ MM 106.3 to 112.5 – Key Largo and Cross Key

## Islamorada

- ♦ MM 59.7 to 73.7 – Duck, Conch, Long, Fiesta, and Craig Keys
- ♦ MM 79.7 to 87.7 – Upper Matecumbe and Windley Keys

## Middle Keys

- ♦ MM 48.0 to 49.0 – Marathon

## Lower Keys

- ♦ MM 0 to 4.5 – Key West/Stock Island
- ♦ MM 9.2 to 10.7 – Big Coppitt Key
- ♦ MM 10.7 to 27.8 – Shark to Ramrod Keys
- ♦ MM 27.8 to 31.1 – Torch and Big Pine Key



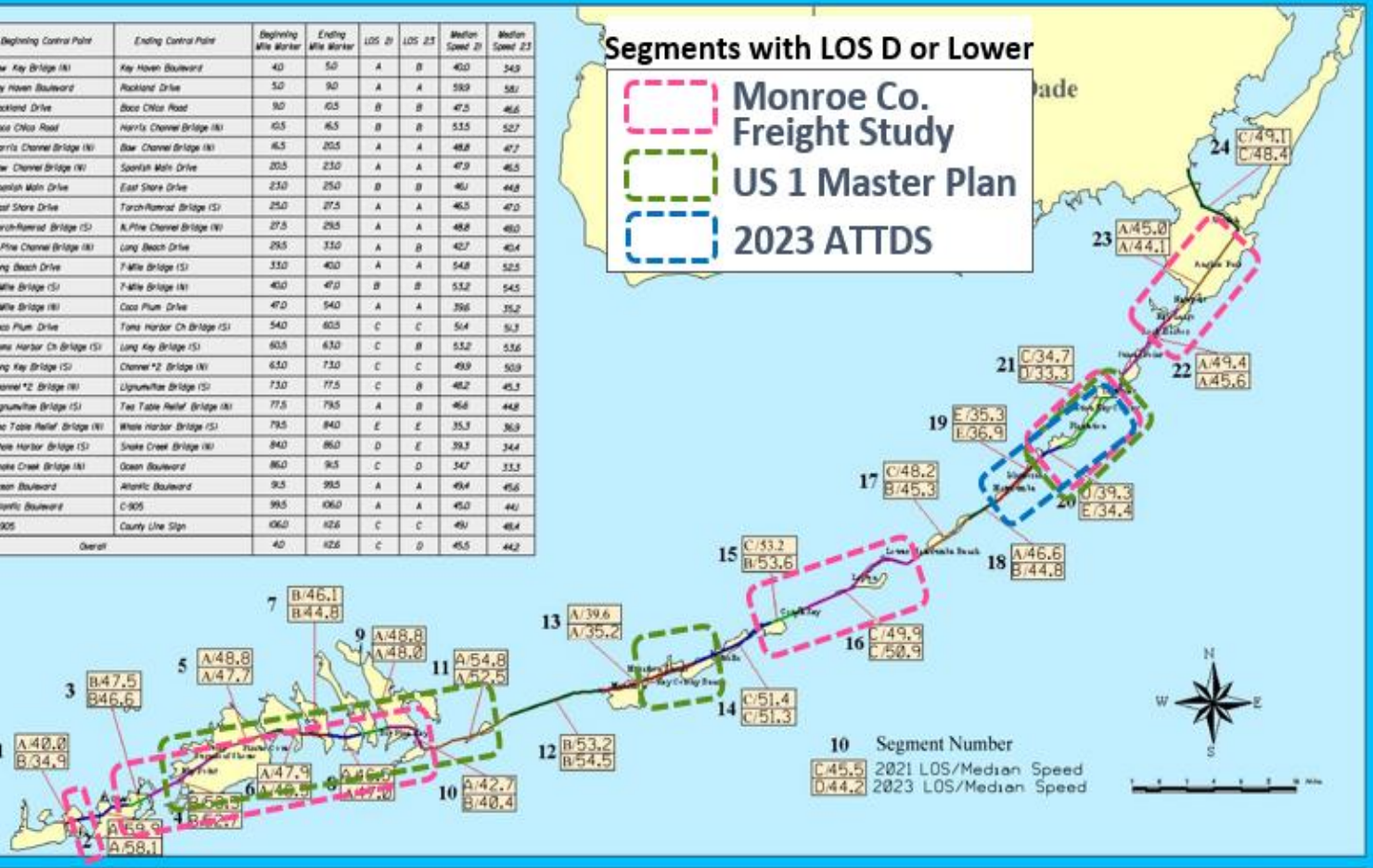


# Comparison of Deficient LOS Segments

| Segment | Beginning Control Point     | Ending Control Point        | Beginning Mile Marker | Ending Mile Marker | LOS 20 | LOS 23 | Median Speed 20 | Median Speed 23 |
|---------|-----------------------------|-----------------------------|-----------------------|--------------------|--------|--------|-----------------|-----------------|
| 1       | Cow Key Bridge (N)          | Key Haven Boulevard         | 40                    | 50                 | A      | B      | 40.0            | 34.9            |
| 2       | Key Haven Boulevard         | Rockland Drive              | 50                    | 90                 | A      | A      | 58.9            | 58.1            |
| 3       | Rockland Drive              | Boca Chica Road             | 90                    | 105                | B      | B      | 47.5            | 46.6            |
| 4       | Boca Chica Road             | Harris Channel Bridge (N)   | 105                   | 165                | B      | B      | 53.5            | 52.7            |
| 5       | Harris Channel Bridge (N)   | Boca Channel Bridge (N)     | 165                   | 205                | A      | A      | 48.8            | 47.7            |
| 6       | Boca Channel Bridge (N)     | Spanish Main Drive          | 205                   | 230                | A      | A      | 47.9            | 46.5            |
| 7       | Spanish Main Drive          | East Shore Drive            | 230                   | 250                | B      | B      | 46.1            | 44.8            |
| 8       | East Shore Drive            | Torch-Road Bridge (S)       | 250                   | 275                | A      | A      | 46.5            | 47.0            |
| 9       | Torch-Road Bridge (S)       | N.Pine Channel Bridge (N)   | 275                   | 295                | A      | A      | 48.8            | 48.0            |
| 10      | N.Pine Channel Bridge (N)   | Long Beach Drive            | 295                   | 330                | A      | B      | 42.7            | 40.4            |
| 11      | Long Beach Drive            | 7-Mile Bridge (S)           | 330                   | 400                | A      | A      | 54.8            | 52.5            |
| 12      | 7-Mile Bridge (S)           | 7-Mile Bridge (N)           | 400                   | 470                | B      | B      | 53.2            | 54.5            |
| 13      | 7-Mile Bridge (N)           | Coco Plum Drive             | 470                   | 540                | A      | A      | 39.6            | 35.2            |
| 14      | Coco Plum Drive             | Tampa Harbor Ch Bridge (S)  | 540                   | 605                | C      | C      | 51.4            | 51.3            |
| 15      | Tampa Harbor Ch Bridge (S)  | Long Key Bridge (S)         | 605                   | 630                | C      | B      | 53.2            | 53.6            |
| 16      | Long Key Bridge (S)         | Channel *2 Bridge (N)       | 630                   | 730                | C      | C      | 49.9            | 50.9            |
| 17      | Channel *2 Bridge (N)       | Lignumvitae Bridge (S)      | 730                   | 775                | C      | B      | 48.2            | 45.3            |
| 18      | Lignumvitae Bridge (S)      | Two Table Relief Bridge (N) | 775                   | 795                | A      | B      | 46.6            | 44.8            |
| 19      | Two Table Relief Bridge (N) | Whale Harbor Bridge (S)     | 795                   | 840                | E      | E      | 35.3            | 36.9            |
| 20      | Whale Harbor Bridge (S)     | Snake Creek Bridge (N)      | 840                   | 860                | D      | E      | 39.3            | 34.4            |
| 21      | Snake Creek Bridge (N)      | Ocean Boulevard             | 860                   | 965                | C      | D      | 34.7            | 33.3            |
| 22      | Ocean Boulevard             | Atlantic Boulevard          | 965                   | 995                | A      | A      | 49.4            | 45.6            |
| 23      | Atlantic Boulevard          | C-905                       | 995                   | 1060               | A      | A      | 45.0            | 44.1            |
| 24      | C-905                       | County Line Sign            | 1060                  | 1126               | C      | C      | 49.1            | 48.4            |
| Overall |                             |                             | 40                    | 1126               | C      | D      | 45.5            | 44.2            |

## Segments with LOS D or Lower

- Monroe Co. Freight Study
- US 1 Master Plan
- 2023 ATTDs







# *Consistency with US 1 Transportation Master Plan*

- US 1 Transportation Master Plan (2021) identified 186 multimodal wide-ranging recommendations.
- Overall, 43 actions identified as relating to roadway, bridge, safety or traffic operations.
  - 25 of these were actions not considered in the FDOT freight plan.
  - 13 were consistent between the two studies.
  - 5 were similar but not identical between the two studies.
- Based on agency voting, 36 actions were prioritized:
  - 12 identified as Primary Priority Recommendations (PPR).
    - 5 of these were related to roadway, bridge, safety or traffic ops.
      - 3 were similar to the FDOT freight plan recommendations.
      - 2 were not considered by the FDOT freight plan.
    - 24 identified as Secondary Priority Recommendations (SPR).
      - 8 of these were related to roadway, bridge, safety or traffic ops.
        - 5 were not considered by the FDOT freight plan.
        - 3 were consistent or similar between the two studies.
  - Conclusion is that the FDOT freight plan is generally consistent with the US 1 Transportation Master Plan.



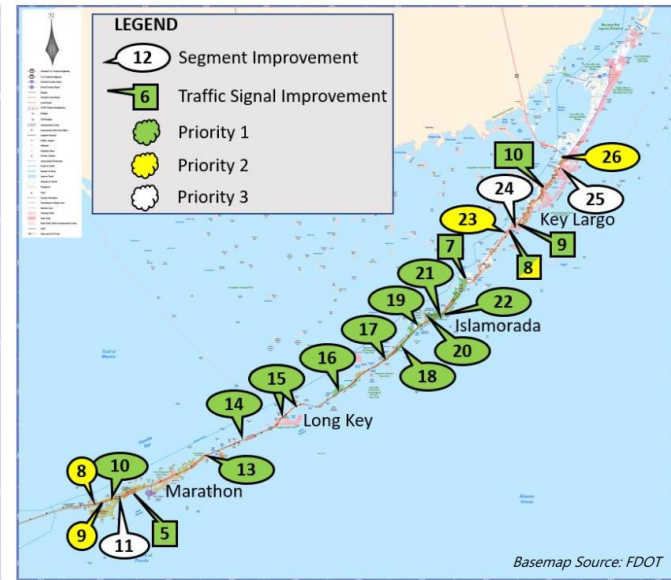
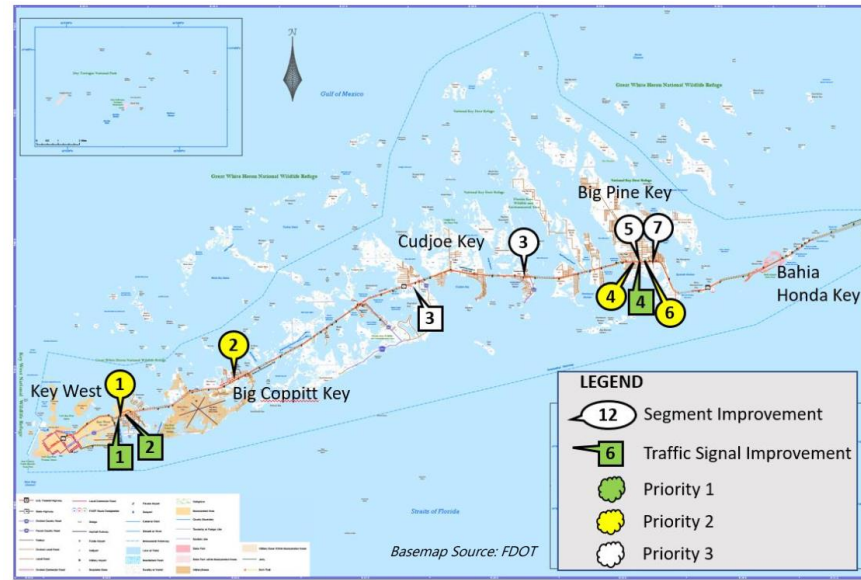
# *Types of Geometric Improvements*

- Center left turn lanes.
- Isolated right and left turn lanes.
- Extended right turn lanes.
- All these treatments have been applied in the past at other locations along the US 1 corridor.

# Improvement Priorities – Phases 1, 2 & 3

## Prioritization Factors:

- Traffic volume and truck %
- Below LOS C
- Analysis showed LOS letter grade improvement
- Alignment with the two other studies





# Cost Summary

## PRIORITY 1: Short-Term (2024-2030)

- |                 |              |
|-----------------|--------------|
| • Intersections | \$ 420,820   |
| • Segments      | \$13,295,414 |
| • Subtotal      | \$13,716,234 |

## PRIORITY 2: Intermediate-Term (2031-2040)

- |                 |              |
|-----------------|--------------|
| • Intersections | \$ 329,400   |
| • Segments      | \$ 8,652,254 |
| • Subtotal      | \$ 8,981,654 |

## PRIORITY 3: Long-Term (2041 and beyond)

- |                 |              |
|-----------------|--------------|
| • Intersections | \$ 0         |
| • Segments      | \$12,435,349 |
| • Subtotal      | \$12,435,349 |

## TOTAL of All Phases:

- |                 |              |
|-----------------|--------------|
| • Intersections | \$ 750,220   |
| • Segments      | \$34,383,017 |
| • Subtotal      | \$35,133,237 |



# Priority 1 Projects

| ID No. | FACILITY                       | FROM STREET                                                    | TO STREET                                                     | ROADWAY  | Lanes<br>(2-way) | Segment<br>Length (mi) | Mile<br>Markers | 2021 AADT | 2021 Heavy<br>Vehicle % | ROW Impact <sup>2</sup>                                                                                                                             | Proposed Lane Lengths (ft)                               |                                                           | Total Cost <sup>3</sup> | PRIORITY |
|--------|--------------------------------|----------------------------------------------------------------|---------------------------------------------------------------|----------|------------------|------------------------|-----------------|-----------|-------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------|-----------------------------------------------------------|-------------------------|----------|
|        |                                |                                                                |                                                               |          |                  |                        |                 |           |                         |                                                                                                                                                     | Total Full-<br>Width<br>Distance<br>(Left-Turn<br>Lanes) | Total Full-<br>Width<br>Distance<br>(Right-Turn<br>Lanes) |                         |          |
| 13     | SR 5 / US 1 / Overseas Highway | West of Blue Isle Blvd                                         | Midpoint of Blue Isle Blvd and Fishing Area Parking           | 90050000 | 2                | 0.2                    | 59.7-59.9       | 18,100    | 22.80%                  | Apparent sufficient ROW exists for this turn lane.                                                                                                  |                                                          | 900                                                       | \$225,757               | 1        |
| 14     | SR 5 / US 1 / Overseas Highway | West of N Conch Ave                                            | East of N Conch Ave                                           | 90050000 | 2                | 0.2                    | 62.8-62.9       | 18,100    | 22.80%                  | Apparent sufficient ROW exists for these turn lanes.                                                                                                |                                                          | 400                                                       | \$107,986               | 1        |
| 15     | SR 5 / US 1 / Overseas Highway | East of Long Key State Park Ent                                | Annes Beach Area Ent                                          | 90050000 | 2                | 6.1                    | 67.6-73.6       | 18,100    | 22.80%                  | Apparent sufficient ROW exists for the median left turn lane.                                                                                       | 2,000                                                    |                                                           | \$756,000               | 1        |
| 16     | SR 5 / US 1 / Overseas Highway | East of Sandy Cove Ave                                         | West of Leserra Ln                                            | 90060000 | 2                | 1.4                    | 74.6-74.9       | 14,700    | 17.90%                  | Apparent sufficient ROW exists for the median left turn lane.                                                                                       | 7,500                                                    |                                                           | \$2,835,000             | 1        |
| 17     | SR 5 / US 1 / Overseas Highway | 79901 Overseas Hwy/End of the Bridge                           | Old State Hwy 4a                                              | 90060000 | 2                | 0.7                    | 79.7-80.4       | 14,700    | 17.90%                  | Apparent sufficient ROW exists for this turn lane.                                                                                                  |                                                          | 400                                                       | \$107,986               | 1        |
| 18     | SR 5 / US 1 / Overseas Highway | Old State Hwy 4a                                               | begin of the Bridge of Whale Harbor Channel/End of the Bridge | 90060000 | 2                | 3.4                    | 80.4-83.8       | 20,000    | 12.20%                  | Continuous EB and WB right-turn lanes (appx 2.95 mi of full width on each side). Sufficient ROW appears to be available. No further TWLTL needed.   |                                                          | 31,200                                                    | \$7,362,662             | 1        |
| 19     | SR 5 / US 1 / Overseas Highway | East of Old Hwy                                                | Frontage Rd Ent                                               | 90060000 | 2                | 0.5                    | 84.6-85.0       | 20,000    | 12.20%                  | Apparent sufficient ROW exists for these turn lanes.                                                                                                | 600                                                      | 600                                                       | \$284,483               | 1        |
| 20     | SR 5 / US 1 / Overseas Highway | West of Venetian Blvd/End of the Bridge of Snake Creek Channel | East of Venetian Blvd                                         | 90060000 | 2                | 0.3                    | 85.7-86.0       | 20,000    | 12.20%                  | ROW sufficient to provide a single SB RT Lane for access to businesses north of US 1, restricting access to a single entrance. (200 ft full width). |                                                          | 200                                                       | \$60,878                | 1        |
| 21     | SR 5 / US 1 / Overseas Highway | West of Weigh Station Exit                                     | Orange Ln                                                     | 90060000 | 2                | 1.5                    | 86.2-87.7       | 20,000    | 12.20%                  | Sufficient ROW is available to provide a continuous SB RT lane from Suburban Propane to AmeriGas (1,125 ft full width).                             |                                                          | 1,125                                                     | \$278,754               | 1        |
| 22     | SR 5 / US 1 / Overseas Highway | Orange Ln                                                      | Royal Poinciana Blvd                                          | 90060000 | 2                | 2.4                    | 87.7-90.1       | 28,300    | 14.70%                  | Sufficient ROW is available for a NB RT lane (4,900 ft full width). TWLTL already present for most of the segment.                                  |                                                          | 4,900                                                     | \$1,167,922             | 1        |





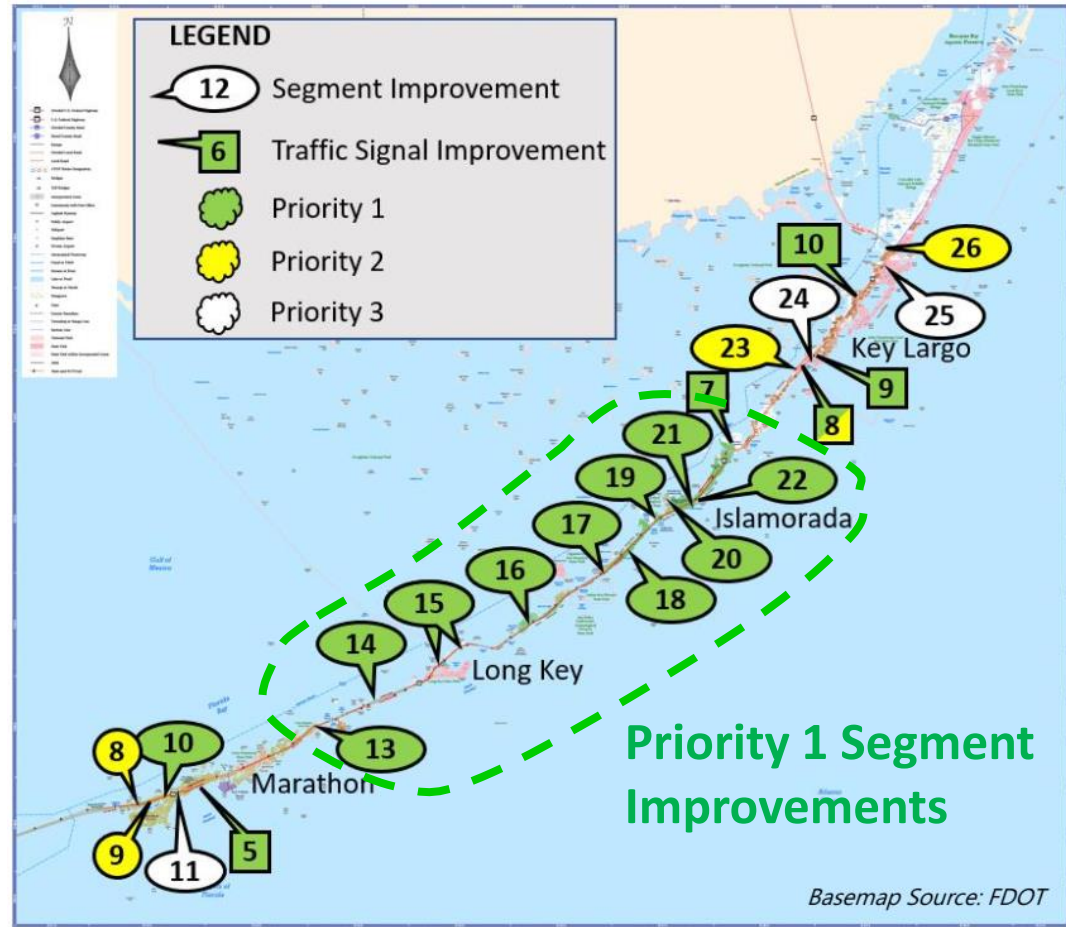
# *Proposed Phase 1 Segment Improvements*

| <b>Treatment</b>          | <b>No. of Segments</b> | <b>Project No.</b> |
|---------------------------|------------------------|--------------------|
| Isolated Left Turn Lanes  | 1                      | 15B                |
| Isolated Right Turn Lanes | 3                      | 14, 17, 20         |
| Left Turn/Right Turn Pair | 1                      | 19                 |
| Extended Right Turn Lanes | 4                      | 13, 18, 21, 22     |
| Extended Left Turn Lanes  | 2                      | 15A, 16            |



# Improvement Priorities – Phase 1

- 10 projects (#13-22):
- Covers 38.5 miles from MM 49.2 in Marathon to MM 87.7 in Plantation Key
- Construction Cost: \$13,716,234





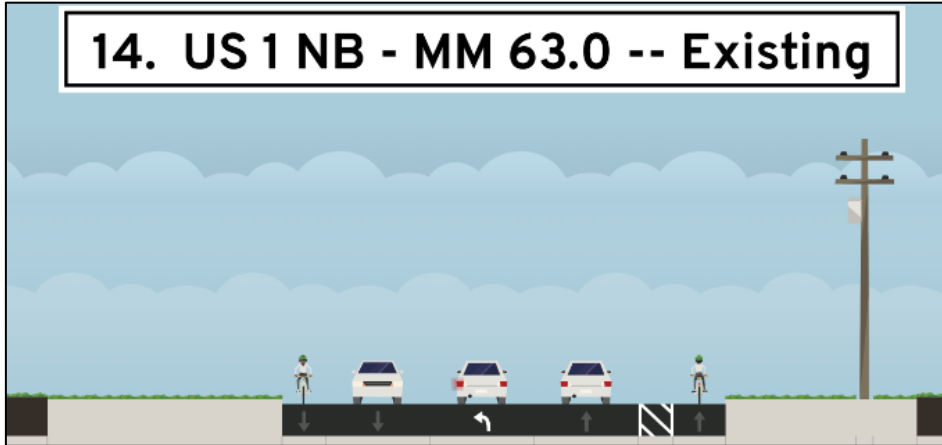
# Project 14

- **Location:** Conch Key
- **Mile Marker:** 63.2
- **Limits:** Conch Avenue
- **Action:** NB and SB right turn lanes
- **Cost:** \$145,781

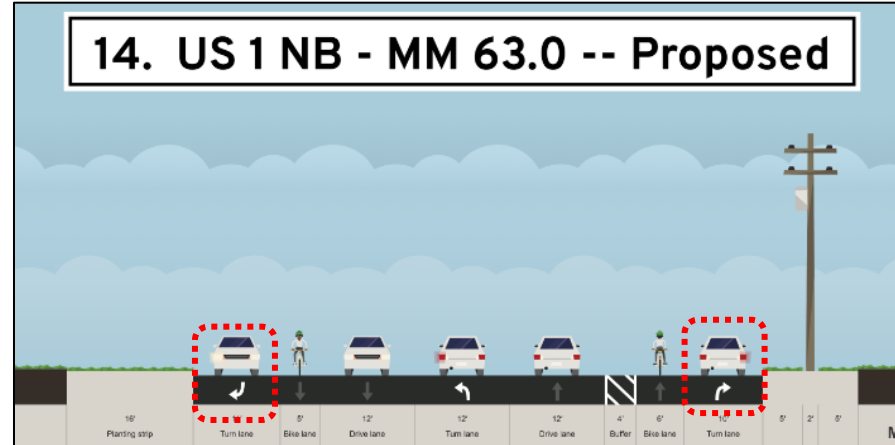
Looking northbound at Conch Avenue



## 14. US 1 NB - MM 63.0 -- Existing



## 14. US 1 NB - MM 63.0 -- Proposed



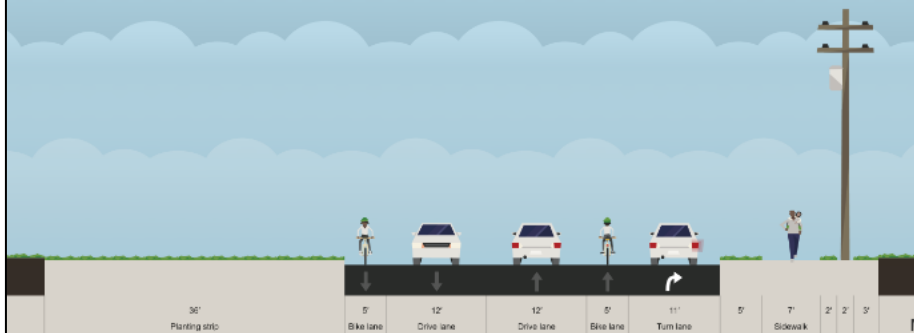
# Project 15A

- **Location:** Long Key
- **Mile Marker:** 68.1-68.5
- **Limits:** Long Key Lake Drive to N./S. Layton Drive
- **Action:** NB and SB left turn lanes
- **Cost:** \$1,020,600

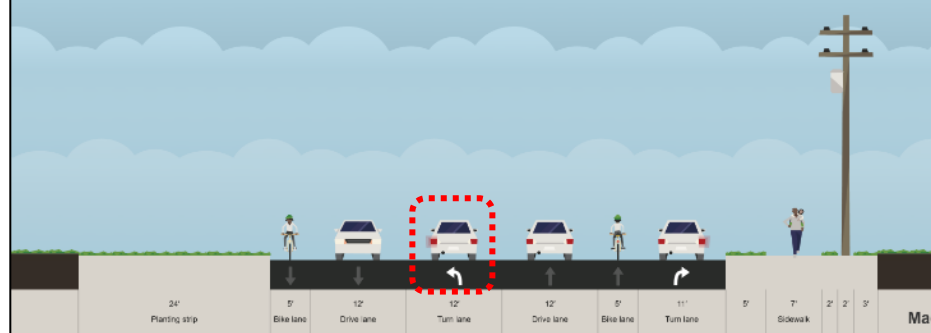
Looking northbound at Layton Drive



## 15. US 1 NB - MM 68.4 - Existing



## 15. US 1 NB - MM 68.4 - Proposed





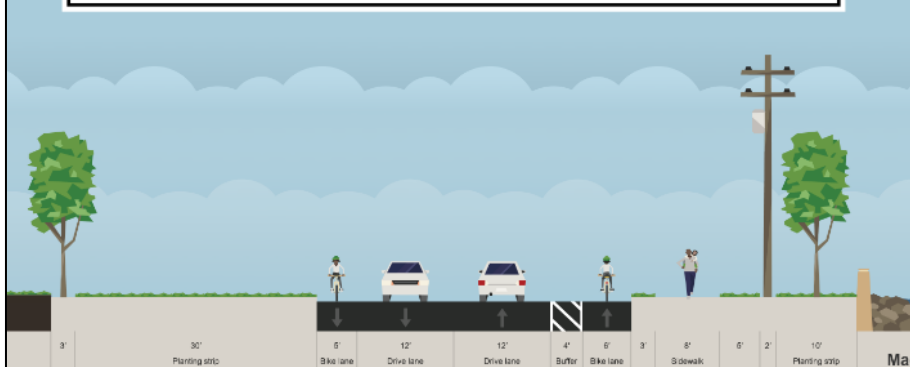
# Project 15B

- **Location:** Fiesta Key
- **Mile Marker:** 70.0
- **Limits:** Gulf Shore Blvd.
- **Action:** NB left turn lane
- **Cost:** \$1,173,690

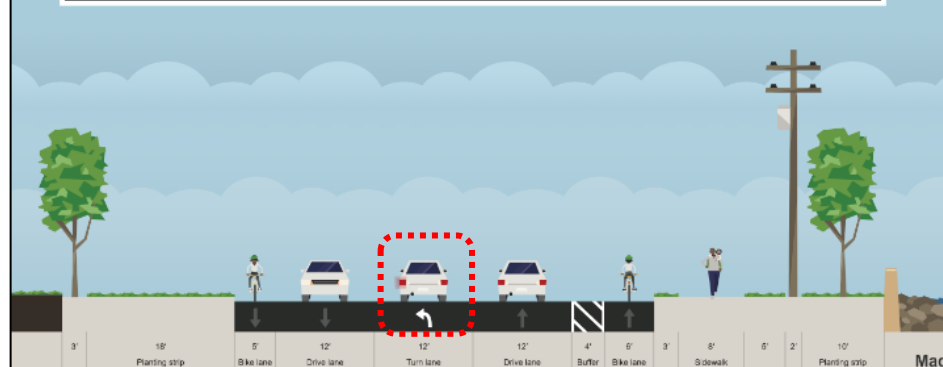
Looking northbound at Gulf Shore Blvd.



## 15. US 1 NB - MM 70.0 -- Existing



## 15. US 1 NB - MM 70.0 -- Proposed





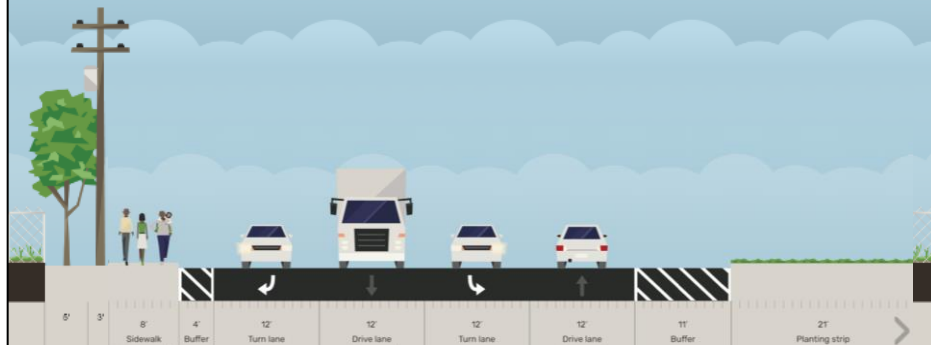
# Project 22

- **Location:** Plantation Key
- **Mile Marker:** 87.4 – 89.1
- **Limits:** Palm Lane to Seminole Blvd.
- **Action:** NB extended right turn lane
- **Cost:** \$1,013,589

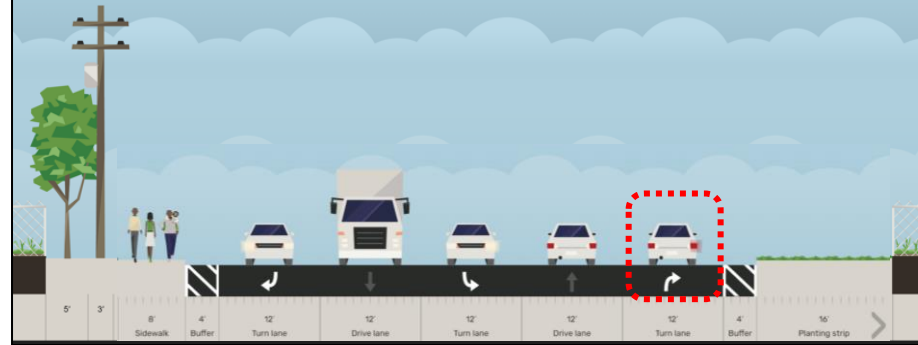
Looking northbound at Plantation Blvd.



## 22. US 1 NB - MM 88.0 -- Existing



## 22. US 1 NB - MM 88.0 -- Proposed



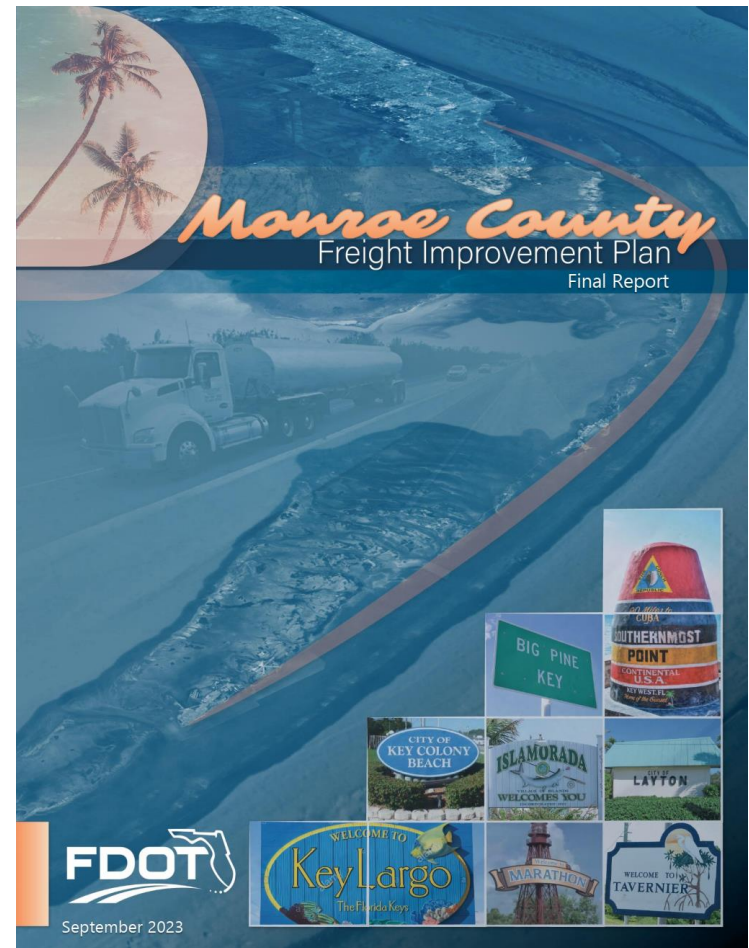


# *Project Implementation*

- **Traffic signal timing updates:**
  - These updates have been provided to FDOT Traffic Operations.
  - Four locations are done and the rest are pending this fall.
- **Roadway segment turning lane improvements:**
  - FDOT District 6 is coordinating with its internal offices and the District's Project Scoping Committee to assess possible inclusion or addition of these proposed improvements on US 1 in the District's Work Program.
  - Implementation timelines are dependent on these determinations.



# *Discussion*



# ***Monroe County Freight Improvement Plan***

*FM# 446325-1-22-01 – TWO 8*

## ***CONTACTS***



**Daniel Lameck**  
Freight and Logistics Manager  
Florida Department of Transportation  
District Six

1000 NW 111th Avenue  
Miami, FL 33172  
305.470.5292

[daniel.lameck@dot.state.fl.us](mailto:daniel.lameck@dot.state.fl.us)

**Jack Schnettler, PE**  
Consultant Project Manager  
AtkinsRéalis

800 Waterford Drive – Suite 700  
Miami, FL 33126  
305.514.3369

[jack.schnettler@atkinsrealis.com](mailto:jack.schnettler@atkinsrealis.com)



# Phase 1 Recommendations

## PROJECT PROFILES





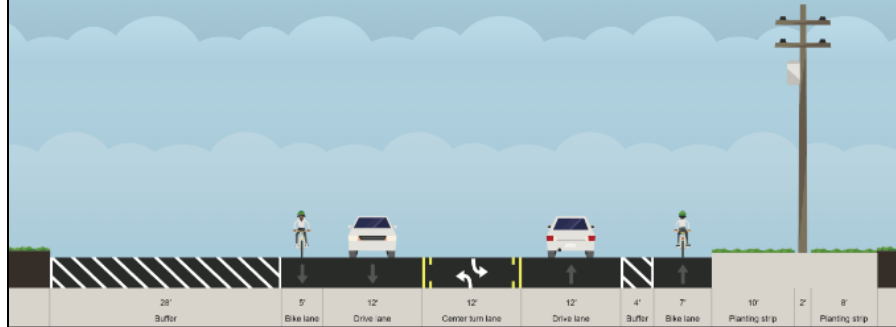
# Project 13

- **Location:** Grassy Key
- **Mile Marker:** 59.7
- **Limits:** Blue Isle Blvd.
- **Action:** Right turn lanes (NB and SB)
- **Cost:** \$609,544

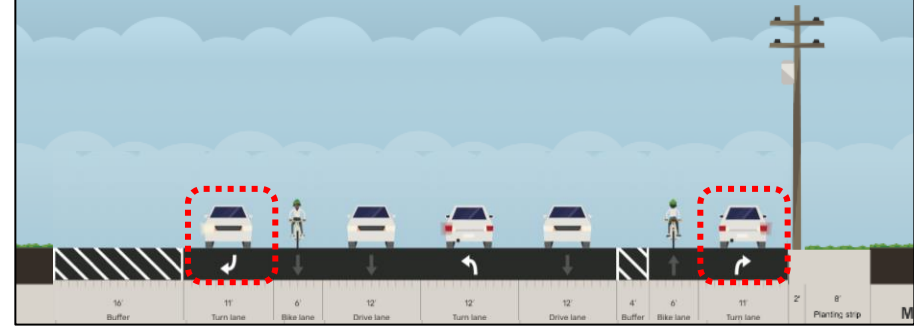
Looking northbound at Conch Avenue



## 13. US 1 NB - MM 59.6 -- Existing



## 13. US 1 NB - MM 59.6 -- Proposed





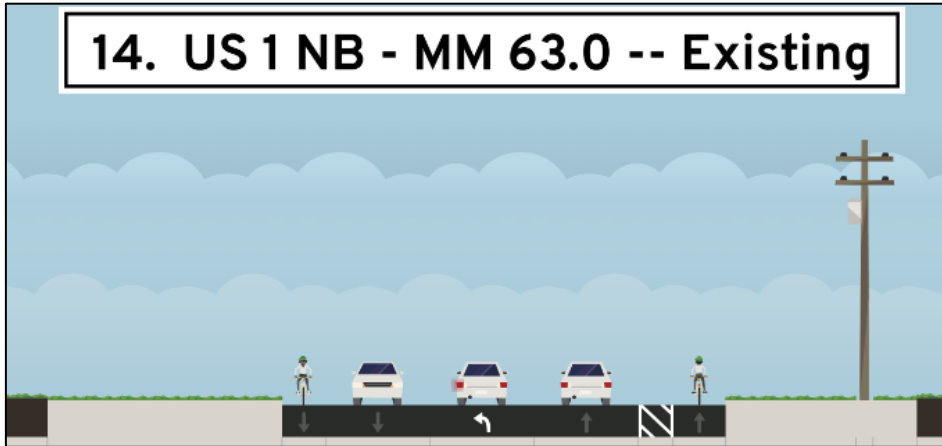
# Project 14

- **Location:** Conch Key
- **Mile Marker:** 63.2
- **Limits:** Conch Avenue
- **Action:** NB and SB right turn lanes
- **Cost:** \$145,781

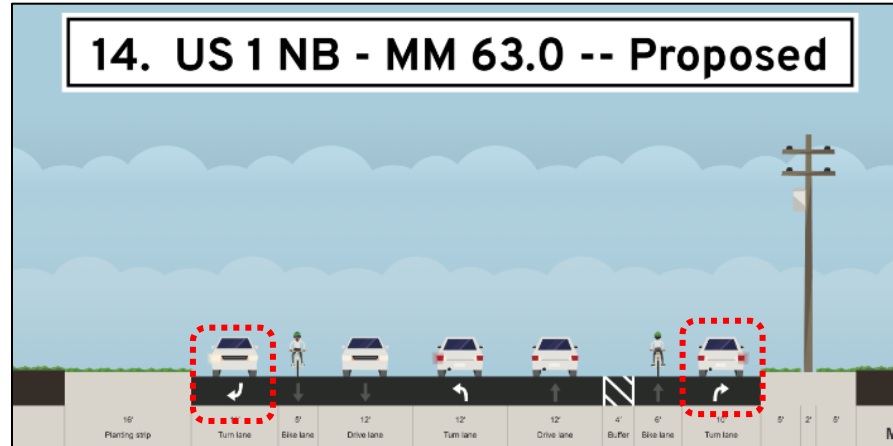
Looking northbound at Conch Avenue



## 14. US 1 NB - MM 63.0 -- Existing



## 14. US 1 NB - MM 63.0 -- Proposed



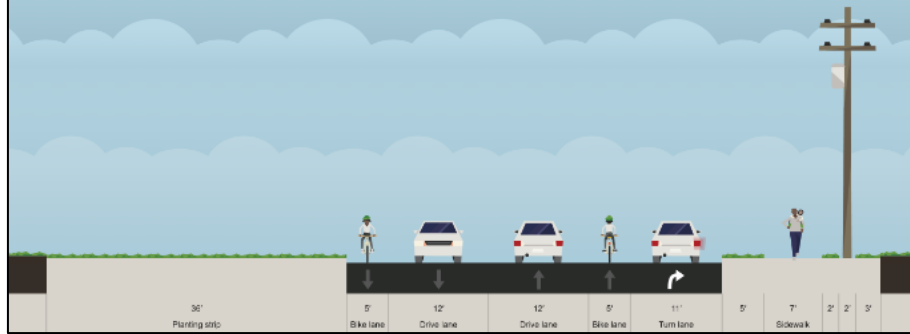
# Project 15A

- **Location:** Long Key
- **Mile Marker:** 68.1-68.5
- **Limits:** Long Key Lake Drive to N./S. Layton Drive
- **Action:** NB and SB left turn lanes
- **Cost:** \$1,020,600

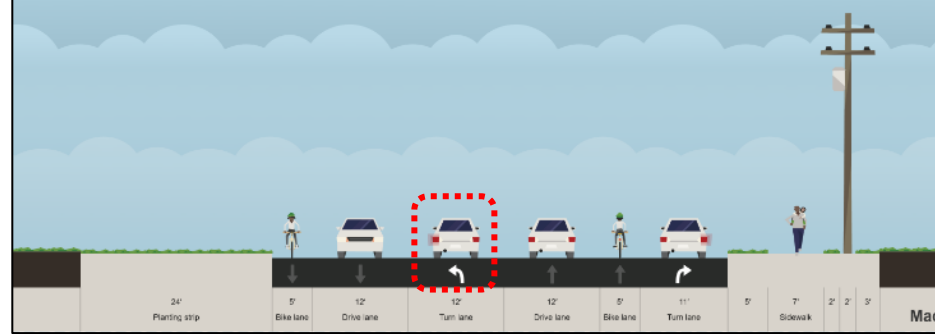
Looking northbound at Layton Drive



## 15. US 1 NB - MM 68.4 - Existing



## 15. US 1 NB - MM 68.4 - Proposed



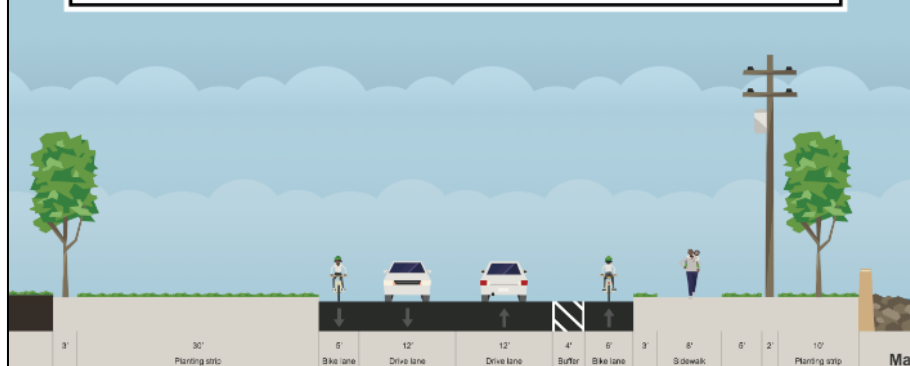
# Project 15B

- **Location:** Fiesta Key
- **Mile Marker:** 70.0
- **Limits:** Gulf Shore Blvd.
- **Action:** NB left turn lane
- **Cost:** \$1,173,690

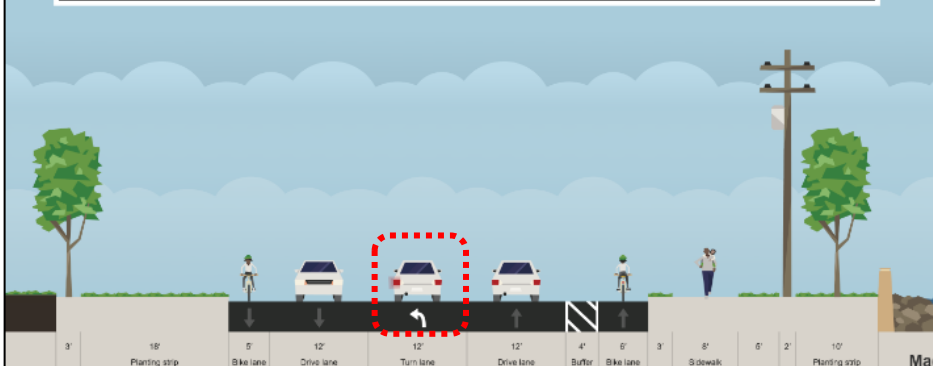
Looking northbound at Gulf Shore Blvd.



## 15. US 1 NB - MM 70.0 -- Existing



## 15. US 1 NB - MM 70.0 -- Proposed

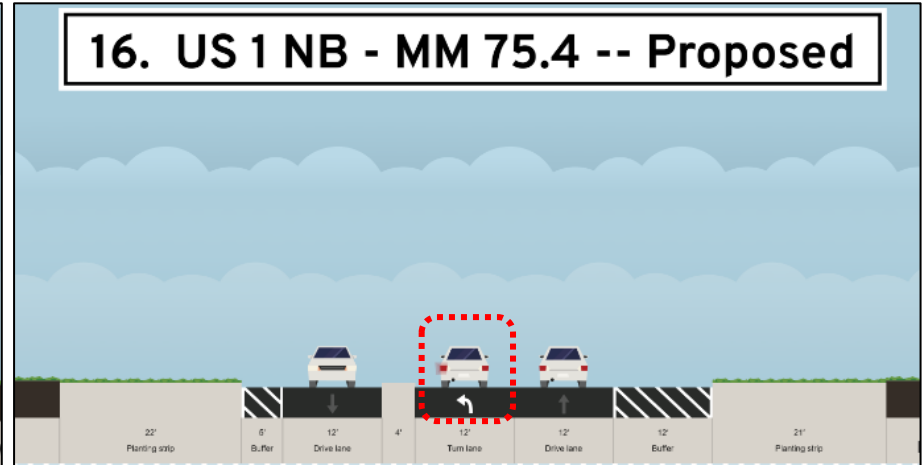
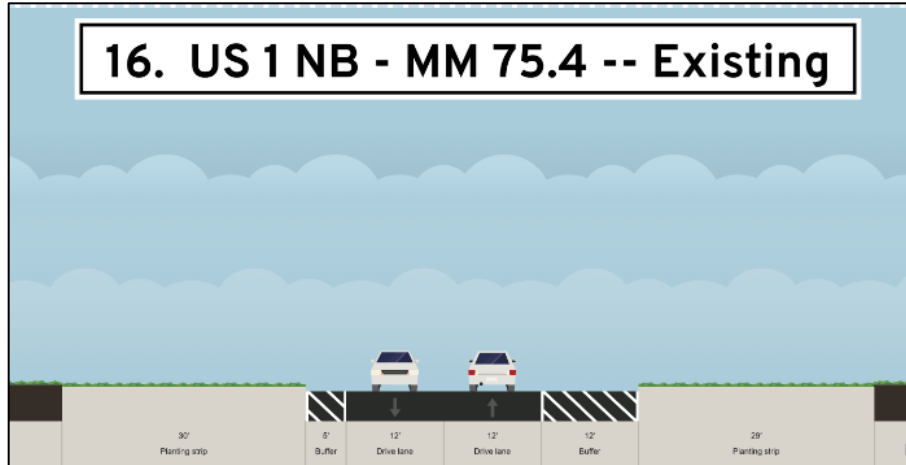




# Project 16

- **Location:** Lower Matecumbe Key
- **Mile Marker:** 74.8 – 76.4
- **Limits:** Sandy Cove Ave. to Leserra Lane
- **Action:** Left turn lanes
- **Cost:** \$3,419,010

Looking northbound in the 75400 block





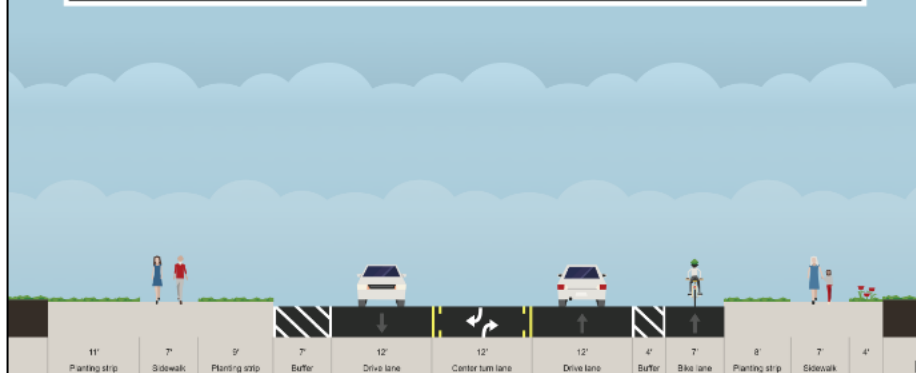
# Project 17

- **Location:** Upper Matecumbe Key
- **Mile Marker:** 80.4
- **Limits:** CR 4A
- **Action:** NB right turn lane
- **Cost:** \$145,781

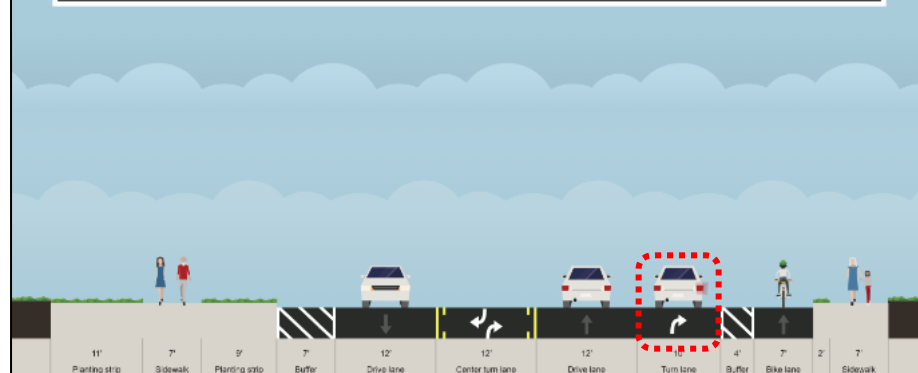
Looking northbound in the 80400 block at CR 4A intersection



## 17. US 1 NB - MM 80.2 -- Existing



## 17. US 1 NB - MM 80.2 -- Proposed



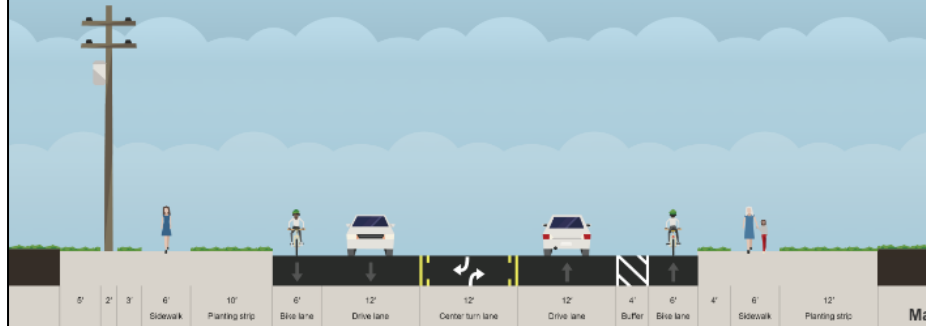
# Project 18

- **Location:** Upper Matecumbe Key
- **Mile Marker:** 80.4 – 83.7
- **Limits:** CR 4A to Whale Harbor Channel Bridge south approach
- **Action:** NB and SB right turn lanes
- **Cost:** \$9,366,154

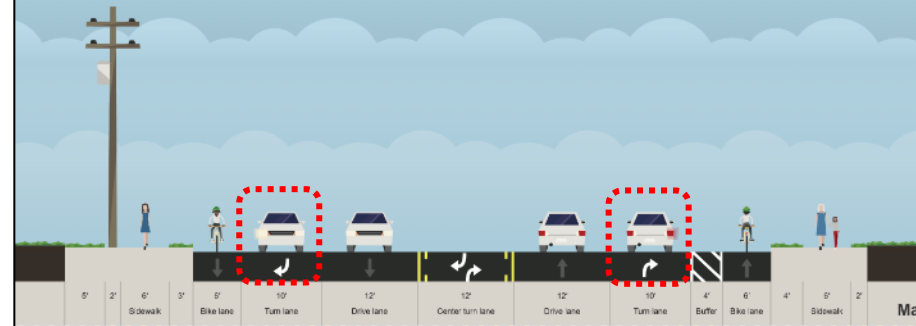
Looking northbound in the 82700 block



## 18. US 1 NB - MM 82.7 -- Existing



## 18. US 1 NB - MM 82.7 -- Proposed



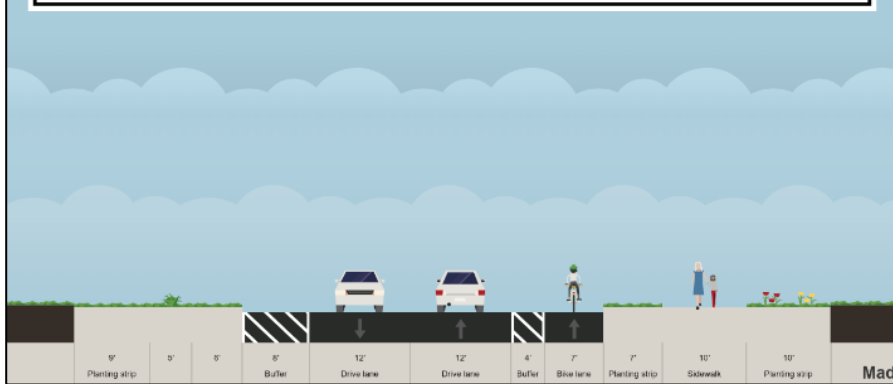
# Project 19

- **Location:** Windley Key  
84.8 – 85.5
- **Mile Marker:** 84800 to 85500 block
- **Limits:** Adjacent to CR 4A
- **Actions:** 5 intersections:  
5 NB right turn lanes  
2 SB left turn lanes  
1 NB left turn lane
- **Cost:** \$1,020,600

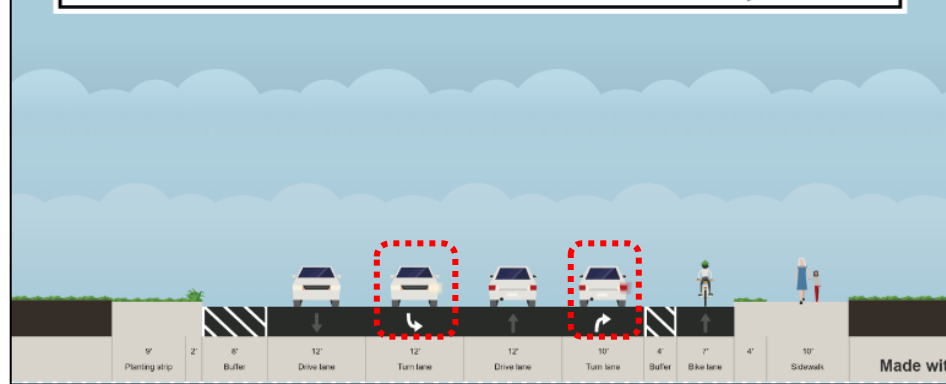
Looking northbound in the 85000 block at CR 4A connection



## 19. US 1 NB - MM 84.95 -- Existing



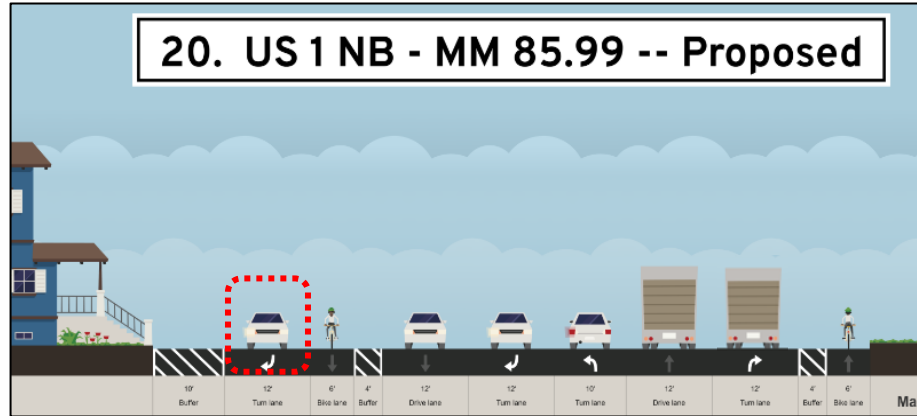
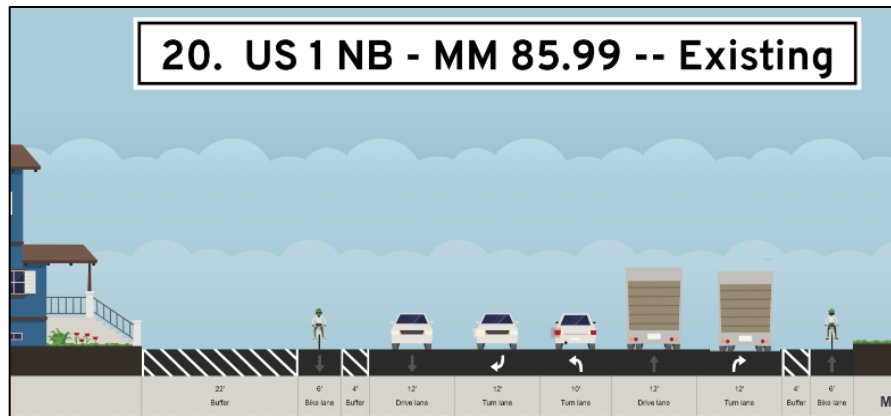
## 19. US 1 NB - MM 84.95 -- Proposed



# Project 20

- **Location:** Marathon
- **Mile Marker:** 86.0
- **Limits:** Venetian Blvd.
- **Action:** SB downstream right turn lane
- **Cost:** \$205,463

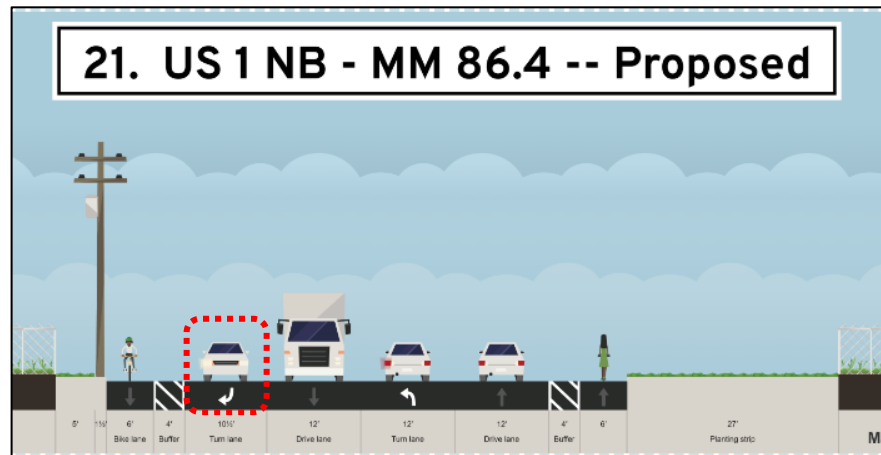
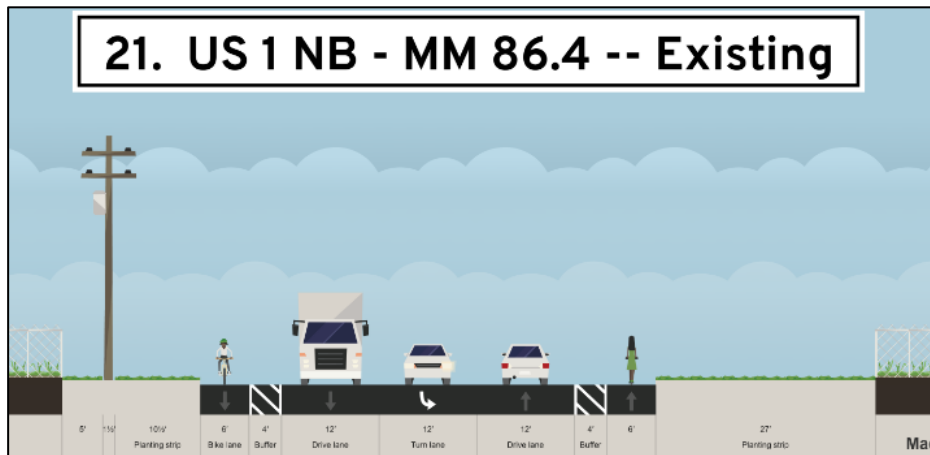
Looking northbound at Venetian Blvd. and Weigh Station drive



# Project 21

- **Location:** Plantation Key
- **Mile Marker:** 86.3 – 86.6
- **Limits:** 86300 block to 86600 block
- **Action:** SB extended right turn lane
- **Cost:** \$376,318

Looking northbound in the 86400 block





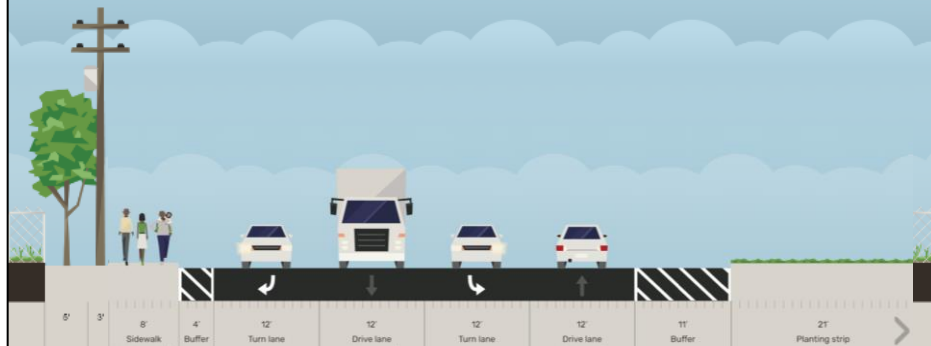
# Project 22

- **Location:** Plantation Key
- **Mile Marker:** 87.4 – 89.1
- **Limits:** Palm Lane to Seminole Blvd.
- **Action:** NB extended right turn lane
- **Cost:** \$1,013,589

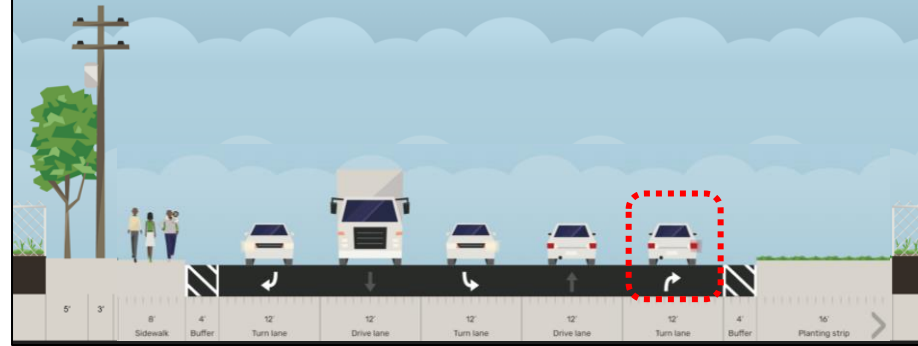
Looking northbound at Plantation Blvd.



## 22. US 1 NB - MM 88.0 -- Existing



## 22. US 1 NB - MM 88.0 -- Proposed





# Council Communication

**To:** Mayor and Village Council  
**From:** Alyssa Panzer, SRC Coordinator  
**Date:** October 8, 2024  
**SUBJECT:** **Motion to Consider Appointment of Nicholas Kross to the Nearshore Waters Citizens' Advisory Committee TAB 2**

### Background:

On July 25, 2024, Nicholas Kross, a resident of Islamorada, submitted an application to become a member of the Nearshore Water Regulation Citizens Advisory Committee. The Nearshore water committee currently does have an opening. Nick Kross is the General Manager for Safe Harbor Angler House in Islamorada (Square Grouper Marina), as well as an avid boater and fisherman and retired U.S. Coast Guard Commissioned Officer of 22 years. The committee discussed the addition of another member and reviewed the application and agreed Nick would be a good addition to the committee based on the qualifications and experience. This application was submitted following the recent approval of the procedures for citizen advisory committees in 2023.

### Analysis:

### Budget Impact:

None

**Staff Impact:**

Staff would provide Nick with the new committee member information if Council approves his appointment

### Recommendation:

Staff recommends appointment of Nicholas Kross to the committee.

**Attachments:** 1. Committee Application Nicholas Kross July 25 2024



## Islamorada, Village of Islands

86800 Overseas Highway, Islamorada, FL 3303

T: 305-664-6400, F: 305-664-6466

### Citizen's Committee Application

Please be advised, Florida has a very broad public records law. This application and any attachments become public record once submitted and may be available to the public and media upon request.

**Applicants must be a resident of Islamorada.**

#### Applicant Information:

Name: Nicholas Kross

Physical Address: 300 El Capitan Dr., A-3, Islamorada, FL 33036

Mailing Address: Same

Home telephone: 305-850-9034 Business telephone: \_\_\_\_\_

Mobile telephone: Same

Email Address: nickkross29@gmail.com

Committee for which you are applying: Near Shore Water Regulation Committee

Are you a resident of Islamorada, Village of Islands? Yes

1. List any experience you have had participating in activities related to advisory committees and government advisory committees.

Twenty-two year U.S. Coast Guard Commissioned Officer, Retired. Served on a broad number of board, panels, and commissions. As a part of these positions, I was directly responsible impacting Coast Guard-wide policy. I currently serve on the Here's Help Inc. Board of Directors as an advisor. This non-profit Juvenile substance abuse program was found by my Father in the 1960s.

2. List education and experience in the discipline of the committee for which you are applying.

Completion of 100 Ton Master's Course, with towing endorsement. Federal Boarding Officer with the U.S. Coast Guard across numerous regulatory and U.S. Code enforcement sectors. I hold a B.A in Criminal Justice, and an M.A in Homeland Security Studies. Currently, I serve as the General Manager for Safe Harbor Angler House and Islamorada (Square Grouper Marina.) Avid boater and fisherman.

3. Please state why you would like to be considered for an appointment to the committee.

I am requesting to be on this Committee due to my interest in protecting the valuable resources we have in our community. Additionally, I want to be a part of this committee to impact change through informed decision making, serving the residents of Islamorada, and all those that visit our paradise. I believe with my experiences and dedication, I would be an asset to this Committee.

Signature: Nicholas Kross

Digitally signed by Nicholas Kross  
Date: 2024.07.25 10:43:16 -04'00'

Date: 07/25/2024

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**Completed applications may be mailed to:**

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

Applications may also be submitted via email or facsimile:

Facsimile: (305) 664-6466

Email: Kelly S. Toth, Village Clerk: [clerk@islamorada.fl.us](mailto:clerk@islamorada.fl.us)

Note: If desired, please include a resume and/or additional documents to supplement your information.



# Council Communication

**To:** Mayor and Village Council  
**From:** Marne McGrath, Village Clerk  
**Date:** October 8, 2024  
**SUBJECT:** **Approval of Meeting Minutes: TAB 3**  
**Budget Hearing #1 - September 5, 2024**  
**Regular Village Council Meeting - September 10, 2024**  
**Land Use Village Council Meeting - September 12, 2024**  
**Special Village Council Meeting - September 17, 2024**  
**Budget Hearing #2 - September 17, 2024**

**Background:**  
N/A

**Analysis:**  
N/A

**Budget Impact:**  
N/A

**Staff Impact:**  
N/A

**Recommendation:**  
N/A

**Attachments:**

1. 09 05 2024 Budget Hearing #1 Minutes
2. 09 10 2024 Regular Village Council Minutes
3. 09 12 2024 Land Use Council Minutes
4. 09 17 2024 Special Village Council Minutes
5. 09 17 2024 Budget Hearing #2 Minutes





# Islamorada, Village of Islands

## **SPECIAL CALL VILLAGE COUNCIL MEETING**

### **BUDGET HEARING # 1**

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September 5, 2024 - 5:01 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 5:12 pm

#### **II. PLEDGE OF ALLEGIANCE**

Public Works Director A.J.Engelmeyer led the Pledge of Allegiance and Mayor Pinder started the meeting with a prayer.

#### **III. AGENDA: Requests for Deletion / Emergency Additions**

There were no emergency additions or deletions to the agenda.

#### **IV. REPORTS, PRESENTATIONS AND ANNOUNCEMENTS**

Council Member Elizabeth Jolin asked for a statement from the Council and Village to oppose the Tavernier Publix project, if that is the will of the rest of Council. She further asked that the public be permitted to weigh in. There being a consensus of Council interested in discussing it Village Manager Cole noted staff would prepare a resolution of opposition to the project for the September 10 meeting.

#### **V. PUBLIC COMMENT**

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

Mayor Joseph B. Pinder III opened public comment.

Speakers included:

Joe Zioma

Jill Zima Borski

Joe Wischmeier

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

#### **VI. RESOLUTIONS**

Assistant to the Village Manager Stefanie Rodriguez provided an overview of the Charitable Contribution awards. She noted that AHEC is asking for the funds for salaries, and Council had previously stated salaries were not eligible, so we would not be funding them. Council then discussed the Charitable Contribution program, with a majority stating their preference to discontinue it. Mayor Pinder noted that, at least for this year, Council had already committed to funding. There was a consensus of the

Council to fund AHEC salaries and the total award amount of \$62,000 was increased to \$67,000.

**A. Resolution Adopting a Tentative Millage Rate for Fiscal Year 2024-2025**

**A RESOLUTION OF THE VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA, AMENDING RESOLUTION NO. 24-07-64; ADOPTING A TENTATIVE MILLAGE RATE FOR THE FISCAL YEAR COMMENCING OCTOBER 1, 2024 THROUGH SEPTEMBER 30, 2025, PURSUANT TO SECTION 200.065, FLORIDA STATUTES; AND PROVIDING FOR AN EFFECTIVE DATE**

Finance Director Lisa Lynch stated that two items need to be approved tonight - setting a millage rate and adopting a tentative budget.

Director Lynch noted that the SAFER grant expired this year so we were taking on the salaries of the six firefighters and the unresolved Collective Bargaining will affect the unreserved fund balance.

There was some discussion about establishing a \$3,000,000 land acquisition fund and what to cut to fund it. Village Manager Rob Cole made a point of clarification that tonight was a vote on the tentative budget - Council was not finalizing the budget tonight. The purpose of this meeting was to set the millage rate and adopt a tentative budget (two separate items) with final adoption on September 17.

Finance Director Lisa Lynch explained what has been changed since the workshops. There were decreases to the hurricane reserve and fund balance reserve.

Six different scenarios were provided for Council to consider. Director Lynch explained the impacts of each scenario.

Village Manager Cole restated that we have a collective bargaining agreement that must be adhered to and that money would come out from somewhere. He also noted liabilities can pop up unexpectedly and that GFOA minimum is at least 2 months of operations.

Mayor Joseph B. Pinder III opened public comment.

Speakers included:

Deb Gillis

Don Horton

Joe Wischmeier

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

Interim Village Attorney John Quick read the millage rate resolution, noting that what's listed there was a tentative millage rate of 2.65, which would be a 4.7% increase above the rollback rate. If the Council wanted a different millage rate, it was the time to make that change. Attorney Quick noted we are required by statute to set the millage rate first, and then the budget second. Village

Manager Cole notes the scenarios were meant to show what the Village would get for a particular millage rate.

**ACTION:** Motion to approve 2.800 millage rate item VI.A. by Mark Gregg second by Elizabeth Jolin;  
Motion Passed with a 3:2 vote  
**AYES:** Mark Gregg, Elizabeth Jolin, Joseph B. Pinder III  
**NAYS:** Henry Rosenthal, Sharon Mahoney  
**ABSTAIN:** None

**B. Resolution Adopting the Tentative Budget for Fiscal Year 2024-2025**

**A RESOLUTION OF THE VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA, PROVIDING FOR ADOPTION OF THE TENTATIVE BUDGET OF THE VILLAGE FOR THE FISCAL YEAR 2024-2025, COMMENCING ON OCTOBER 1, 2024, AND ENDING ON SEPTEMBER 30, 2025; AUTHORIZING EXPENDITURE OF FUNDS ESTABLISHED BY THE BUDGET; PROVIDING FOR BUDGETARY CONTROL; PROVIDING FOR PERSONNEL AUTHORIZATION; PROVIDING FOR GIFTS AND GRANTS; PROVIDING FOR AMENDMENTS; PROVIDING FOR ENCUMBRANCES; PROVIDING FOR ISSUANCE OF CHECKS; PROVIDING FOR POST AUDIT; PROVIDING FOR SEVERABILITY; 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 scenario 1B as presented in the slides item VI.B. by Elizabeth Jolin second by Mark Gregg;  
Motion Failed with a 2:3 vote  
**AYES:** Mark Gregg, Elizabeth Jolin  
**NAYS:** Henry Rosenthal, Sharon Mahoney, Joseph B. Pinder III  
**ABSTAIN:** None

**ACTION:** Motion to Approve scenario 2B as presented in the slides item VI.B. by Mark Gregg seconded by Elizabeth Jolin;  
Motion Passed with a 4:1 vote  
**AYES:** Mark Gregg, Elizabeth Jolin, Sharon Mahoney, Joseph B. Pinder III  
**NAYS:** Henry Rosenthal  
**ABSTAIN:** None

**VII. MAYOR / COUNCIL COMMUNICATIONS**

There were none.

**VIII. VILLAGE ATTORNEY / VILLAGE MANAGER COMMUNICATIONS**

There were none.

**IX. ADJOURNMENT**

Council Member Henry Rosenthal moved to adjourn the meeting at 8:06 p.m.



# Islamorada, Village of Islands

## REGULAR VILLAGE COUNCIL MEETING

### REVISED

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September 10, 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 05:34 PM

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

**ABSENT:**

#### II. PLEDGE OF ALLEGIANCE

Pete Frezza led the Pledge of Allegiance and Mayor Pinder began the meeting with a prayer.

#### III. AGENDA: Requests for Deletion / Emergency Additions

There were no emergency additions or deletions to the agenda.

Vice Mayor Sharon Mahoney pulled Tabs 19 and 20 to move to a time certain December 12 at 5:30 pm at the Community Center.

**ACTION:** Motion to Approve deferring Tabs 19 and 20 to a time certain of December 12, 2024 at 5:30 pm item III. by Sharon Mahoney second by Elizabeth Jolin;

Motion Passed with a 5:0 vote

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

**NAYS:** None

**ABSTAIN:** None

Vice Mayor Sharon Mahoney noted that she had looked into our legal services and asked to table an RFP for legal services until the new Council was elected.

**ACTION:** Motion to Approve tabling the RFP for Legal Services until a new Council is elected item III. by Sharon Mahoney second by Joseph B. Pinder III;

Motion Passed with a 3:2 vote



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

Fire Chief Terry Abel announced the 9/11 Ceremony for the 23rd memorial was occurring the next day at Station 20 at 9:45 am.

#### **IV. REPORTS, PRESENTATIONS AND ANNOUNCEMENTS**

- A.** Proclamation of September 23 - 29, 2024, as National Diaper Need Awareness Week **TAB 1**  
Mayor Joseph B. Pinder III proclaimed September 23–29, 2024 as Diaper Need Awareness Week and presented the proclamation to Alanna Dixon of the Florida Keys Healthy Start Coalition.
- B.** Proclamation of September 2024 as National Senior Citizens Month **TAB 2**  
Mayor Joseph B. Pinder III proclaimed September 2024 as National Senior Citizens Month and presented the proclamation to representatives of the JOY Center.

#### **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:

Barry Wray  
Joe Ziomek  
Van Cadenhead  
Tom Raffanello  
Joe Wischmeier

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

#### **VI. CITIZENS' ADVISORY COMMITTEE REPORTS & APPOINTMENTS**

- A.** Nearshore Water Regulations Citizens Advisory Committee Report - Dianne Harbaugh (Chair) **TAB 3**  
Chair Dianne Harbaugh reported on the recent Committee meeting. She noted the majority of the Committee voted to recommend not creating a new vessel exclusion zone and suggested that Council look at the bigger problem.

#### **VII. MAYOR / COUNCIL COMMUNICATIONS**

- A.** Discussion of Replacing Welcome to Islamorada Sign (Council Member Henry Rosenthal)  
Council Member Henry Rosenthal introduced a discussion to replace the southern Welcome to Islamorada sign, noting he had placed a sign proclaiming Islamorada as the Sport Fishing Capital of the World years ago. He noted he would like the support of Council and the staff to replace the sign, which was damaged and

eventually removed.

Council Member Rosenthal opened public comment.

Speaker:  
Van Cadenhead

There being no one else wishing to speak, Council Member Rosenthal closed public comment.

There was a consensus of Council to move forward and add a "Welcome to Islamorada, Sports Fishing Capital of the World" sign to the After Action Report.

#### **VIII. VILLAGE ATTORNEY / VILLAGE MANAGER COMMUNICATIONS**

Village Manager Rob Cole provided an update on the Fills noting the DEP wanted to maintain access to the kayak launch. Staff is working through the issues with FDOT.

#### **IX. CONSENT AGENDA**

Council Member Henry Rosenthal commented that there were several resolutions waiving competitive bidding. He noted his preference that all opportunities to have competitive bidding should have to do so.

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

#### **A. Meeting Minutes: TAB 4**

July 31, 2024 Special Village Council Meeting  
August 7, 2024 Regular Village Council Meeting  
August 8, 2024 Regular Village Council Meeting  
August 21, 2024 Budget Workshop #1  
August 22, 2024 Budget Workshop #2  
August 23, 2024 Budget Workshop #3 (Marne McGrath, Village Clerk)

#### **B. Resolution Approving Work Authorization No. 17 with WSP USA Environment & Infrastructure, Inc. for Construction Engineering Inspection and Administration Services TAB 5 (Peter Frezza, Environmental Resources Manager)**

**A RESOLUTION OF THE VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA, APPROVING WORK AUTHORIZATION NO. 17 WITH WSP USA ENVIRONMENT &**

**INFRASTRUCTURE, INC. FOR CONSTRUCTION ENGINEERING INSPECTION AND ADMINISTRATION SERVICES; AUTHORIZING VILLAGE OFFICIALS TO IMPLEMENT THE TERMS AND CONDITIONS OF THE PROJECT AGREEMENT; AUTHORIZING THE VILLAGE MANAGER TO EXPEND BUDGETED FUNDS; AUTHORIZING THE VILLAGE MANAGER TO EXECUTE THE WORK AUTHORIZATION NO 17; AND PROVIDING FOR AN EFFECTIVE DATE**

- C. Resolution Approving FY 2024-2025 Expenditures through an Agreement with Ben Few & Company, LLC, to Provide Insurance and Risk Management Services **TAB 6** (Mary Swaney, Procurements & Grants Administrator, Lisa Lynch, Finance Director)

**A RESOLUTION OF THE VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA, APPROVING FISCAL YEAR 2024-2025 EXPENDITURES THROUGH AN AGREEMENT BETWEEN BEN FEW & COMPANY, LLC, AND ISLAMORADA, VILLAGE OF ISLANDS, TO PROVIDE INSURANCE AND RISK MANAGEMENT SERVICES; AUTHORIZING THE VILLAGE MANAGER TO EXPEND BUDGETED FUNDS; AND PROVIDING FOR AN EFFECTIVE DATE**

- D. Resolution Approving FY 2024-2025 Purchases from Commercial Energy Specialists for Aquatic Facility Supplies and Services **TAB 7** (Maria Bagiotti, Founders Park Director)

**A RESOLUTION OF THE VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA, APPROVING FISCAL YEAR 2024-2025 EXPENDITURES FROM COMMERCIAL ENERGY SPECIALISTS, LLC. TO PROVIDE AQUATIC FACILITY SUPPLIES AND SERVICES TO THE PARKS AND RECREATION DEPARTMENT; AUTHORIZING THE VILLAGE MANAGER TO EXPEND BUDGETED FUNDS; AUTHORIZING A WAIVER OF COMPETITIVE BIDDING; AND PROVIDING FOR AN EFFECTIVE DATE**

- E. Resolution Approving Letter of Engagement with Michael J. Pawelczyk to Provide Code Compliance Hearing Officer Services **TAB 8** (Robert Cole, Village Manager)

**A RESOLUTION OF THE VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA, APPROVING THE LETTER OF ENGAGEMENT BETWEEN MICHAEL J. PAWELCZYK AND ISLAMORADA, VILLAGE OF ISLANDS TO PROVIDE SERVICES OF CODE COMPLIANCE HEARING OFFICER; AUTHORIZING VILLAGE OFFICIALS TO IMPLEMENT THE TERMS AND CONDITIONS OF THE ENGAGEMENT; AUTHORIZING THE VILLAGE MANAGER TO EXPEND BUDGETED FUNDS; AUTHORIZING THE VILLAGE MANAGER TO EXECUTE THE LETTER OF ENGAGEMENT; AND PROVIDING FOR AN EFFECTIVE DATE**

- F. Resolution Approving Contract for Local Police Services between Monroe County Sheriff's Office and Islamorada, Village of Islands **TAB 9** (Robert Cole, Village Manager)  
**A RESOLUTION OF THE VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA, APPROVING THE CONTRACT FOR LOCAL POLICE SERVICES BETWEEN THE MONROE COUNTY SHERIFF'S OFFICE, THE MONROE COUNTY BOARD OF COUNTY COMMISSIONERS AND ISLAMORADA, VILLAGE OF ISLANDS, FOR FISCAL YEARS 2024-2025 to 2028-2029; AUTHORIZING THE MAYOR TO EXECUTE THE CONTRACT; AUTHORIZING THE VILLAGE MANAGER TO EXPEND BUDGETED FUNDS; AUTHORIZING VILLAGE OFFICIALS TO IMPLEMENT THE TERMS AND CONDITIONS OF THE CONTRACT; AND PROVIDING FOR AN EFFECTIVE DATE**
- G. Resolution Approving Fiscal Year 2024-2025 Purchases from Wastewater Vendors for the Wastewater Department **TAB 10** (A.J. Engelmeyer, Public Works Director)  
**A RESOLUTION OF THE VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA, APPROVING FISCAL YEAR 2024-2025 EXPENDITURES FROM AIRVAC INC., DONERITE PUMPS, INC., F.J. NUGENT & ASSOCIATES, FORTILINE WATERWORKS, KB VACUUM PUMP SOLUTIONS, LLC., FERGUSONWATERWORKS AND SUNBELT RENTALS FOR THE OPERATION AND MAINTENANCE OF THE VILLAGE'S WASTEWATER COLLECTION AND TRANSMISSION SYSTEM; AUTHORIZING THE VILLAGE MANAGER TO EXPEND BUDGETED FUNDS; AUTHORIZING A WAIVER OF COMPETITIVE BIDDING; AND PROVIDING FOR AN EFFECTIVE DATE**
- H. Resolution Approving Expenditures for FY 24-25 With Florida Keys EVR, LLC **TAB 11** (Terry Abel, Fire Chief)  
**A RESOLUTION OF THE VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA, APPROVING FISCAL YEAR 2024-2025 EXPENDITURES THROUGH AN AGREEMENT BETWEEN FLORIDA KEYS EVR, LLC, AND ISLAMORADA, VILLAGE OF ISLANDS, TO PROVIDE MAINTENANCE AND REPAIR SERVICES TO THE FIRE RESCUE DEPARTMENT; AUTHORIZING THE VILLAGE MANAGER TO EXPEND BUDGETED FUNDS; AUTHORIZING A WAIVER OF COMPETITIVE BIDDING; AND PROVIDING FOR AN EFFECTIVE DATE**
- I. Resolution Approving FY 2024-2025 Expenditures through a Cooperative Professional Services Agreement with All Aspects

Inspection Services, LLC. for Building Services Department Support Services **TAB 12** (Sheila Denoncourt, Chief Building Official)

**A RESOLUTION OF THE VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA, APPROVING FISCAL YEAR 2024-2025 EXPENDITURES THROUGH A COOPERATIVE PROFESSIONAL SERVICES AGREEMENT BETWEEN ALL ASPECTS INSPECTION SERVICES, LLC, AND ISLAMORADA, VILLAGE OF ISLANDS, TO PROVIDE BUILDING PERMIT PLANS REVIEW AND INSPECTION SERVICES TO THE BUILDING SERVICES DEPARTMENT; APPROVING THE WAIVER OF COMPETITIVE BIDDING; AUTHORIZING THE VILLAGE MANAGER TO EXPEND BUDGETED FUNDS; AND PROVIDING FOR AN EFFECTIVE DATE**

- J. Resolution Approving FY 2024-2025 Purchases from Municipal Emergency Services for Services and Supplies **TAB 13** (Terry Abel, Fire Chief)

**A RESOLUTION OF THE VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA, APPROVING FISCAL YEAR 2024-2025 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**

- K. Resolution Approving FY 2024-2025 Purchases from Bound Tree for Emergency Medical Supplies **TAB 14** (Terry Abel, Fire Chief)

**A RESOLUTION OF THE VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA, APPROVING FISCAL YEAR 2024-2025 EXPENDITURES THROUGH BOUND TREE MEDICAL, LLC FOR MEDICAL SUPPLIES FOR THE FIRE RESCUE DEPARTMENT; AUTHORIZING THE VILLAGE MANAGER TO EXPEND BUDGETED FUNDS; AUTHORIZING A WAIVER OF COMPETITIVE BIDDING; AND PROVIDING FOR AN EFFECTIVE DATE**

- L. Resolution Approving FY 2024-2025 Contracted Expenditures from Islamorada Power for Generator Maintenance and Repair **TAB 15** (Terry Abel, Fire Chief)

**A RESOLUTION OF THE VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA, APPROVING FISCAL YEAR 2024-2025 CONTRACTED EXPENDITURES FROM ISLAMORADA POWER, INC. FOR GENERATOR MAINTENANCE AND REPAIR FOR THE FIRE RESCUE DEPARTMENT; AUTHORIZING THE VILLAGE MANAGER TO EXPEND BUDGETED FUNDS; AND PROVIDING FOR AN EFFECTIVE DATE**



**X. \*\*END OF CONSENT AGENDA\*\***

**XI. RESOLUTIONS**

- A.** Resolution Approving One Year Extension to GrayRobinson Agreement for State Lobbying Services **TAB 16**  
(John Quick, Interim Village Attorney)

**A RESOLUTION OF THE VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA, APPROVING A ONE YEAR RENEWAL OF THE AGREEMENT FOR PROFESSIONAL STATE LOBBYING SERVICES BETWEEN GRAYROBINSON, P.A. AND ISLAMORADA, VILLAGE OF ISLANDS; AUTHORIZING VILLAGE OFFICIALS TO IMPLEMENT THE TERMS AND CONDITIONS OF THE PROFESSIONAL SERVICES AGREEMENT; AUTHORIZING THE VILLAGE MANAGER TO EXPEND BUDGETED FUNDS; AUTHORIZING THE VILLAGE MANAGER TO EXECUTE THE PROFESSIONAL SERVICES AGREEMENT; PROVIDING FOR A WAIVER OF COMPETITIVE BIDDING; AND PROVIDING FOR AN EFFECTIVE DATE**

GrayRobinson representatives were on hand if Council had any questions.

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 the one year extension of the contract item  
XI.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.** Resolution Approving Change Order No. 1 to the Construction Agreement with ASAP, Inc. Related to the Green Turtle Hammock Preserve Basin Improvement Project **TAB 17** (Peter Frezza, Environmental Resources Manager)

**A RESOLUTION OF THE VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA, APPROVING CHANGE ORDER NO. 1 TO THE AGREEMENT BETWEEN ISLAMORADA, VILLAGE OF ISLANDS AND ASAP, INC. RELATED TO THE GREEN TURTLE HAMMOCK PRESERVE BASIN IMPROVEMENT PROJECT; AUTHORIZING THE VILLAGE OFFICIALS TO IMPLEMENT THE TERMS AND CONDITIONS OF CHANGE ORDER NO. 1; AUTHORIZING THE VILLAGE MANAGER TO**

## **EXPEND BUDGETED FUNDS AND PROVIDING FOR AN EFFECTIVE DATE**

Environmental Resources Manager Pete Frezza noted that while finishing work at the Green Hammock Preserve, the contractor realized the current dock was becoming structurally compromised. This agreement was intended to complete the necessary repairs.

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 XI.B. by Mark Gregg second by Elizabeth Jolin;

Motion Passed with a 5:0 vote

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

**NAYS:** None

**ABSTAIN:** None

- C. Resolution Opposing the Proposed Development at 92501 Overseas Highway - **TAB X** (Marne McGrath, Village Clerk)

**A RESOLUTION OF THE VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA, EXPRESSING OPPOSITION TO THE DEVELOPMENT CURRENTLY BEING PROPOSED ON A PORTION OF PROPERTY LOCATED AT 92501 OVERSEAS HIGHWAY, KEY LARGO, AT APPROXIMATELY MILE MARKER 92.5, CURRENTLY HAVING PARCEL IDENTIFICATION NUMBER 00089490-000000; PROVIDING FOR TRANSMITTAL OF THIS RESOLUTION TO CERTAIN PEOPLE WITH THE STATE AND COUNTY**

Mayor Joseph B. Pinder III opened public comment.

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

Several Council Members noted they were unable to support the resolution.

Council Member Elizabeth Jolin moved to approve the resolution, but the motion failed for lack of support.

**ACTION:** Motion to Deny adoption of the resolution item XI.C. by Sharon Mahoney second by Mark Gregg;

Motion Passed with a 4:1 vote

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

**NAYS:** Elizabeth Jolin

**ABSTAIN:** None

## **XII. ORDINANCES**

- A. Ordinance Amending SECTION 30-1542 Shoreline Setbacks - **Second Reading TAB 18** (Jennifer DeBoisbriand , Planning Director)

**AN ORDINANCE OF ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA, AMENDING CHAPTER 30 “LAND DEVELOPMENT REGULATIONS”, ARTICLE VII “ENVIRONMENTAL REGULATIONS”, DIVISION 2 “DOCKS AND SHORELINE USES”, SECTION 30-1542 OF THE VILLAGE CODE; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE; AND PROVIDING FOR AN EFFECTIVE DATE**

Planning Director Jennifer DeBoisbriand noted the ordinance passed on first reading August 8, 2024.

Mayor Joseph B. Pinder III opened public comment.

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

**ACTION:** Motion to Approve item XII.A. by Mark Gregg second by Elizabeth Jolin;  
Motion Passed with a 5:0 vote  
**AYES:** Mark Gregg, Elizabeth Jolin, Henry Rosenthal, Sharon Mahoney, Joseph B. Pinder III  
**NAYS:** None  
**ABSTAIN:** None

### XIII. QUASI-JUDICIAL

- A. Ordinance Amendment Considering the Request of HVS82 Investments LLC to Amend the Future Land use Map of Parcel 00415840-000000 -**Second Reading TAB 19** (Jennifer DeBoisbriand , Planning Director)

**AN ORDINANCE OF ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA, CONSIDERING THE REQUEST OF SHARON MAHONEY ON BEHALF OF HVS82 INVESTMENTS LLC, TO AMEND THE VILLAGE’S FUTURE LAND USE MAP FROM RESIDENTIAL CONSERVATION (RC) TO MIXED USE (MU) FOR THE SUBJECT PROPERTY, LOCATED ON PLANTATION KEY, WITH REAL ESTATE NUMBER 00415840-000000, AS LEGALLY DESCRIBED HEREIN; 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.**

This item was moved to a time certain of December 12, 2024 at 5:30pm in the Community Center.

- B. Ordinance Amendment Considering the Request of HVS82 Investments LLC to Amend the Zoning Map for Parcel 00415840-

000000 - **Second Reading TAB 20** (Jennifer DeBoisbriand ,  
Planning Director)

**AN ORDINANCE OF ISLAMORADA, VILLAGE OF ISLANDS,  
FLORIDA, CONSIDERING THE REQUEST OF SHARON  
MAHONEY ON BEHALF OF HVS82 INVESTMENTS LLC, TO  
AMEND THE OFFICIAL ZONING MAP FROM NATIVE  
RESIDENTIAL (NR) TO HIGHWAY COMMERCIAL (HC) FOR THE  
SUBJECT PROPERTY, LOCATED ON PLANTATION KEY, WITH  
REAL ESTATE NUMBER 00415840-000000, AS LEGALLY  
DESCRIBED HEREIN; 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.**

This item was moved to a time certain of December 12, 2024 at 5:30pm in the  
Community Center.

XIV. **AFTER ACTION REPORT**

**A.** After Action Report

A reminder was issued that the Thursday meeting was starting at 4:30 pm.  
Council Member Elizabeth Jolin asked if we were still using the After Action  
Report. Village Manager Rob Cole indicated that we were, but we don't  
automatically add things from Committee unless Council asked for it to be moved  
forward.

Council Member Jolin noted the Near Shore Water Regulations Committee  
recommended not creating a vessel exclusion zone at Sunset Drive Beach and to  
instead look at our entire coastline and asked to add that to After Action Report.  
Discussion ensued as to how that addresses residents' immediate concerns.  
Village Manager Rob Cole directed Environmental Resources Manager Pete  
Frezza to review the request and look at the options. Manager Cole noted he  
cannot promise to solve the problem at this time, but that this is a commitment to  
look into the options.

XV. **ADJOURNMENT**

There being no further business, Council Member Henry Rosenthal moved to adjourn  
the meeting at 7:24 pm



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

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September 12, 2024 - 4:30 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 04:34 PM

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

**ABSENT:**

#### **II. PLEDGE OF ALLEGIANCE**

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

#### **III. AGENDA: Requests for Deletion / Emergency Additions**

There were no emergency additions or deletions to the agenda.

#### **IV. PUBLIC COMMENT**

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

Mayor Joseph B. Pinder III opened public comment.

Speakers included:  
Van Cadenhead  
Don Horton

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

#### **V. REPORTS AND ANNOUNCEMENTS**

##### **A. Background Regarding the Presentations of Proposals for RFP 24-10 Comprehensive Plan Update (Robert Cole, Village Manager)**

Planning Director Jennifer DeBoisbriand noted that four of the five consultants who bid on the RFP were in attendance tonight to present their proposal for Village Council consideration. They were currently sequestered to make the process as fair as possible.

Interim Village Attorney John Quick reminded Council that the Cone of Silence was in effect until a contract was approved.

## **VI. PRESENTATIONS BY PROPOSERS TO RFP 24-10 COMPREHENSIVE PLAN UPDATE**

Proposals Provided in the Following Cloud Storage Link  [RFP 24-10 Proposals for Presentations](#)

- A.** Able City East, LLC. Presentation of its Proposal for the Comprehensive Plan Update  
Representatives of Able City East, LLC presented an overview of their proposal. Project Director Jason King offered to donate some of their services and changed their fee to \$112,000.
- B.** Calvin, Giordano & Associates, Inc. Presentation of its Proposal for the Comprehensive Plan Update  
Representatives of Calvin, Giordano & Associates Inc. presented their proposal and provided an overview of the company.
- C.** Chen Moore Associates Presentation of its Proposal for the Comprehensive Plan Update  
Representatives from Chen Moore Associates presented their proposal and highlighted their approach.
- D.** Inspire Placemaking Collective, Inc. Presentation of its Proposal for the Comprehensive Plan Update  
Representatives from Inspire Placemaking Collective, Inc. presented their proposal and highlighted their experience with local issues.

## **VII. MOTIONS**

Planning Director Jennifer DeBoisbriand noted she intended to put the item on the October 12 agenda as Council indicated they wanted time to think on it. After discussion, a majority of the Council noted they were comfortable making a decision tonight.

Mayor Joseph B. Pinder III opened public comment.

Speakers included:

Van Cadenhead  
Deb Gillis  
Don Horton  
Joe Wischmeier

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

**ACTION:** Motion to Approve moving forward with Calvin, Giordano & Associates item IX. by Elizabeth Jolin second by Henry Rosenthal;  
Motion Passed with a 4:1 vote

**AYES:** Mark Gregg, Elizabeth Jolin, Henry Rosenthal, Sharon Mahoney



**NAYS:** Joseph B. Pinder III

**ABSTAIN:** None

**VIII. MAYOR / COUNCIL COMMUNICATIONS**

There were none.

**IX. VILLAGE ATTORNEY / VILLAGE MANAGER COMMUNICATIONS**

There were none.

**X. ADJOURNMENT**

There being no further business, Council Member Henry Rosenthal moved to adjourn the meeting at 7:37 p.m.



# Islamorada, Village of Islands **SPECIAL VILLAGE COUNCIL MEETING FOR FURTHER DISCUSSION AND CONSIDERATION OF THE RFP 24-10 (COMPREHENSIVE PLAN UPDATE) VENDOR SELECTION**

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September 17, 2024 - 4:15 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 4:19 pm

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

**ABSENT:**

### **II. PLEDGE OF ALLEGIANCE**

IT Systems Engineer Vince Tarves led the Pledge of Allegiance and Mayor Pinder began the meeting with a prayer.

### **III. AGENDA: Requests for Deletion / Emergency Additions**

There were no emergency additions or deletions to the agenda.

### **IV. PUBLIC COMMENT**

Mayor Joseph B. Pinder III opened public comment.

Speakers included:

Sue Miller  
Don Horton  
Deb Gillis  
Don Horton  
Joe Wischmeyer  
Dave Petkovich  
Van Cadenhead

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

**V. FURTHER DISCUSSION AND CONSIDERATION OF RFP 24-10  
(COMPREHENSIVE PLAN UPDATE) VENDOR SELECTION**

Interim Village Attorney John Quick explained that if the Council wished to rescind its previous motion, it would first need to approve waiving procedure. A Council Member who voted on the prevailing side would need to make a motion to reconsider vendor selection and vote, if that passed, then a new motion would need to be made.

**ACTION:** Motion to Waive Procedure item V. by Mark Gregg second by Sharon Mahoney;  
Motion Passed with a 3:2 vote

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

**NAYS:** Elizabeth Jolin, Henry Rosenthal

**ABSTAIN:** None

**ACTION:** Motion to Reconsider Selection item V. by Mark Gregg second by Sharon Mahoney;  
Motion Passed with a 3:2 vote

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

**NAYS:** Elizabeth Jolin, Henry Rosenthal

**ABSTAIN:** None

**ACTION:** Motion to Approve Able City East, LLC. item V. by Mark Gregg second by Sharon Mahoney;  
Motion Passed with a 3:2 vote

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

**NAYS:** Elizabeth Jolin, Henry Rosenthal

**ABSTAIN:** None

Proposals Provided in the Following Cloud Storage Link  [RFP 24-10 Proposals for Presentations](#)

**VI. MAYOR / COUNCIL COMMUNICATIONS**

There were none.

**VII. VILLAGE ATTORNEY / VILLAGE MANAGER COMMUNICATIONS**

There were none.

**VIII. ADJOURNMENT**

Council Member Mark Gregg made a motion to adjourn at 5:11 p.m.



# Islamorada, Village of Islands

## **SPECIAL CALL VILLAGE COUNCIL MEETING BUDGET HEARING #2**

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September 17, 2024 - 5:01 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 05:13 PM

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

**ABSENT:**

#### **II. PLEDGE OF ALLEGIANCE**

Sheila Denoncourt led the pledge and Mayor Pinder started the meeting with a prayer.

#### **III. PUBLIC COMMENT**

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

Mayor Joseph B. Pinder III opened public comment.

Speakers included:

Van Cadenhead  
Steve Friedman  
Joe Wischmeyer

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

#### **IV. RESOLUTIONS**

- A.** Resolution Adopting a Final Millage Rate for Fiscal Year 2024-2025 -  
TAB 1 (Lisa Lynch, Finance Director)

**A RESOLUTION OF THE VILLAGE COUNCIL OF ISLAMORADA,  
VILLAGE OF ISLANDS, FLORIDA, AMENDING RESOLUTION NO.  
24-07-64; ADOPTING A FINAL MILLAGE RATE FOR THE FISCAL  
YEAR COMMENCING OCTOBER 1, 2024 THROUGH  
SEPTEMBER 30, 2025, PURSUANT TO SECTION 200.065,**

**FLORIDA STATUTES; AND PROVIDING FOR AN EFFECTIVE DATE**

Mayor Joseph B. Pinder III opened public comment.

Speakers included:

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

**ACTION:** Motion to Approve the rollback rate of 2.5297 item IV.A. moved by Elizabeth Jolin, seconded by Henry Rosenthal  
Motion Failed with a 2:3 vote

**AYES:** Elizabeth Jolin, Henry Rosenthal

**NAYS:** Mark Gregg, Sharon Mahoney, Joseph B. Pinder III

**ABSTAIN:** None

**ACTION:** Motion to Approve a millage rate of 2.65 item IV.A. by Sharon Mahoney second by Henry Rosenthal  
Motion Passed with a 3:2 vote

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

**NAYS:** Mark Gregg, Elizabeth Jolin

**ABSTAIN:** None

- B.** Resolution Adopting a Final Budget for Fiscal Year 2024-2025 - TAB 2, TAB 3 and TAB 4 (Lisa Lynch, Finance Director)

**A RESOLUTION OF THE VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA, ADOPTING THE FINAL BUDGET OF THE VILLAGE FOR THE FISCAL YEAR COMMENCING ON OCTOBER 1, 2024, AND ENDING ON SEPTEMBER 30, 2025; AUTHORIZING EXPENDITURE OF FUNDS ESTABLISHED BY THE BUDGET; PROVIDING FOR BUDGETARY CONTROL; PROVIDING FOR PERSONNEL AUTHORIZATION; PROVIDING FOR GIFTS AND GRANTS; PROVIDING FOR AMENDMENTS; PROVIDING FOR ENCUMBRANCES; PROVIDING FOR ISSUANCE OF CHECKS; PROVIDING FOR POST AUDIT; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE**

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.

Council Member Mark Gregg moved to approve Scenario 2B, Council Member Elizabeth Jolin initially seconded, then canceled the second and the motion died.

**ACTION:** Motion to Approve 2D item IV.B. by Sharon Mahoney second by Joseph B. Pinder III  
Motion Failed with a 2:3 vote

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

Discussion ensued and 2D was deemed acceptable with conditions to implement a \$1,000,000 land acquisition fund with \$500,000 coming from the hurricane reserves and \$500,000 from sales surtax.

**ACTION:** Motion to Approve 2D with conditions item IV.B. by Elizabeth Jolin second by Henry Rosenthal  
Motion Passed with a 5:0 vote

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

**NAYS:** None

**ABSTAIN:** None

- C. Resolution Approving Renewal of Property, Casualty, Worker's Compensation and Pollution Liability Policies and Coverage - TAB 5 (Lisa Lynch, Finance Director)

**A RESOLUTION OF THE VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA APPROVING RENEWAL OF PROPERTY, CASUALTY AND WORKER'S COMPENSATION POLICIES AND COVERAGE AND POLLUTION LIABILITY FROM WORLD RISK MANAGEMENT THROUGH PUBLIC RISK MANAGEMENT OF FLORIDA EFFECTIVE OCTOBER 1, 2024; AUTHORIZING PAYMENT OF THE ASSOCIATED RENEWAL PREMIUMS FOR FISCAL YEAR 2024-2025; AUTHORIZING VILLAGE OFFICIALS TO EXECUTE REQUIRED DOCUMENTS; AUTHORIZING THE VILLAGE MANAGER TO EXPEND BUDGETED FUNDS; AND PROVIDING FOR AN EFFECTIVE DATE**

Mayor Joseph B. Pinder III opened public comment.

Speakers included:

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

**ACTION:** Motion to Approve item IV.C. by Mark Gregg second by Sharon Mahoney;  
Motion Passed with a 4:1 vote

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

**NAYS:** Henry Rosenthal

**ABSTAIN:** None

## V. MAYOR / COUNCIL COMMUNICATIONS

There were none.

## VI. VILLAGE ATTORNEY / VILLAGE MANAGER COMMUNICATIONS

There were none.



**VII. ADJOURNMENT**

Council Member Mark Gregg moved to adjourn the meeting at 7:08 p.m.



# Council Communication

**To:** Mayor and Village Council  
**From:** Peter Frezza, Environmental Resources Manager  
**Date:** October 8, 2024  
**SUBJECT:** **Resolution Approving Agreement with Aqua Waste Repairs, Inc., for Canal 132 Gravity Infiltration Well Installation Services TAB 4**

## **Background:**

Using results from the Canal Management Master Plan and the Village's updated canal water quality ranking evaluation, the Village proposes moving forward with a canal restoration project at Canal #132, located on Plantation Key in the Plantation Lake Estates neighborhood. This project continues the Village's commitment to canal restoration project(s) for water quality improvement within canals and near shore waters. The project meets the requirements included within the Florida Department of Commerce's amended Chapter 28-19 Land Planning Regulations for the Florida Keys Area of Critical State Concern, which includes a rule for implementation of a Canal Restoration Work Program. Canal restoration is an important and vital step in the Village's continued dedication to improve the overall quality of the nearshore waters and will have a beneficial impact on the property values along the canal. The project will not only provide a healthy environment for canal residents but will also result in a more hospitable environment for sensitive aquatic organisms to propagate.

The technology being utilized for this restoration project is a gravity flow infiltration well. Infiltration wells are believed to be the most efficient technology to increase dissolved oxygen levels and improve water quality in dead end canal systems with no options for culverts. The infiltration well would increase flushing by allowing the incoming tide to move through the canal and infiltrate into the subsurface through gravity flow. Aqua Waste Repairs, Inc. was the firm that constructed the Village's first infiltration well for canal restoration in 2023 with successful results.

## **Analysis:**

On July 24, 2024, the Village issued Request for Proposals (RFP) 24-14 to solicit proposals from qualified firms to furnish all necessary supervision, labor, tools, parts, and equipment required to complete the Canal 132 Gravity Infiltration Well Project, (the "Project"). RFP 24-14 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 24-14 was published on DemandStar.com and on the Village's website from July 24, 2024, through the submittal deadline of August 29, 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 August 14, 2024.

The Village received one (1) proposal in response to RFP 24-14. The one proposal received was submitted by Aqua Waste Repairs, Inc. ("AWR") in the amount of Four Hundred Thirty-Nine Thousand and no/100 Dollars (\$439,000.00). To evaluate the proposal, an Evaluation

Committee (the “Committee”) was established by the Village Manager. The proposal was reviewed by the Evaluation Committee in a publicly noticed meeting on September 3, 2024.

Adoption of the proposed attached resolution would authorize the Village Manager and Village Attorney to negotiate and enter into an agreement with AWR for the requested services in substantially the form of Agreement provided as an Exhibit “1” to the proposed resolution at a not to exceed cost of \$439,000 and authorizes the Village Manager to expend budgeted funds. The proposal from AWR which includes their bid tabulation is provided as Exhibit “A” to the Agreement.

**Budget Impact:**

The proposed Fiscal Year 2024-2025 Capital Project Fund Budget includes \$615,000 for the Canal #132 Infiltration Well Project. The Village has accepted a grant award from the Florida Department of Environmental Protection in the amount of \$615,000 through the Florida Keys Stewardship Act to fund this project. This grant also covers design, permitting, and monitoring expenses for the project, and AWR's proposed construction costs will be paid from grant funds.

**Staff Impact:**

Village staff would finalize the Agreement for the Project. The Village Environmental Resources Manager and Review Engineer would oversee installation operations and coordinate with the contractor and property owners to ensure compliance with safety, best management practices, and environmental regulations. 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 AWR for the Project and authorizing the Village Manager to enter into an Agreement with AWR in substantially the form provided as Exhibit “1” to the proposed Resolution.

- Attachments:**
1. Resolution approving Aqua Waste Repairs for Canal 132
  2. Exhibit 1\_Form of Agrmt with AWR for infiltration well in Canal 132
  3. Exhibit A\_AWR Proposal\_CANAL 132 RFP 24-14

**RESOLUTION NO. 24-**

**A RESOLUTION OF THE VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA, APPROVING THE RECOMMENDATION OF THE RFP 24-14 EVALUATION COMMITTEE FOR SELECTION OF A CONTRACTOR FOR THE CANAL 132 INFILTRATION WELL 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**, as part of ongoing efforts to improve water quality within its canals and nearshore waters, Islamorada, Village of Islands (the "Village"), has completed the design and permitting for a canal restoration project within Canal 132, Plantation Lake Estates; and

**WHEREAS**, the Village is in need of an independent contractor to provide the necessary installation services of the infiltration well for the canal restoration project; and

**WHEREAS**, expenditures incurred for these installation services are to be submitted to the Florida Department of Environmental Protection for reimbursement through Florida Keys Stewardship Act grant funding; and

**WHEREAS**, on July 24, 2024, the Village issued Request for Proposals (RFP) 24-14 to solicit proposals from qualified firms to complete the Canal 132 restoration project (the "Project"); 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 professional to complete the Project; and

**WHEREAS**, one proposal, from Aqua Waste Repairs, Inc., was received in response to RFP 24-14; and

**WHEREAS**, the Committee reviewed the proposal, and recommends entering into an agreement with Aqua Waste Repairs, Inc. for construction of the Project for an amount not to exceed Four Hundred Thirty-Nine Thousand and no/100 Dollars (\$439,000.00); and

**WHEREAS**, the Village Council finds that selection of Aqua Waste Repairs, Inc., to complete the Project and approval of the Agreement with Aqua Waste Repairs, Inc. 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 Aqua Waste Repairs to complete the Project at Canal 132.

**Section 3.**     **Authorization of Village Officials.** The Village Manager or designee and the Village Attorney are authorized to negotiate an agreement with Aqua Waste Repairs Inc. substantially in the form attached hereto as Exhibit "1", for an amount not to exceed Four Hundred Thirty-Nine Thousand and no/100 Dollars (\$439,000.00) to construct the Project.

**Section 4.**     **Execution of Agreement.** The Village Manager is authorized to execute the Agreement with Aqua Waste Repairs 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

Aqua Waste Repairs, 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 complete the Canal 132 Restoration Gravity Infiltration Well Project in a timely and responsive timeframe (the "Project").

**Section 1.02** On July 24, 2024, the VILLAGE issued Request for Proposals No. 24-14 for the Project, including all Exhibits and Addenda (the "RFP").

**Section 1.03** On August 26, 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 October 8, 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 **Four Hundred Thirty-Nine Thousand and no/100 Dollars (\$439,000.00)**.

**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 AND BONDS**

**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
- (d) Pollution Liability Insurance \$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 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 Villages 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"; any 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 Noncoercive Conduct for Labor or Services.** In accordance with Section 787.06, Florida Statutes, the CONTRACTOR has attested to the affidavit **incorporated herein** that CONTRACTOR does not use coercion for labor or services.

**Section 12.10 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: Randy Thomas/President  
Aqua Waste Repairs, Inc.  
3575 Sneed Rd.  
Ft. Pierce, Florida 34945  
awrinc@hotmail.com

**Section 12.11 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 12.12 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 12.13 Headings.** Headings herein are for convenience of reference only and shall not be considered on any interpretation of this Agreement.

**Section 12.14 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 12.15 Governing Law.** This Agreement shall be governed by the laws of the State of Florida with venue lying in Monroe County, Florida.

**Section 12.16 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 12.17 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 12.18 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 THE RFP SHALL BE INSERTED IN AGREEMENT  
BEGINNING ON THE FOLLOWING PAGE]**

### Affidavit Attesting to Noncoercive Conduct for Labor or Services

Nongovernment Entity name: \_\_\_\_\_ ("**Vendor**")

Vendor FEIN: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Phone number: \_\_\_\_\_ Email Address: \_\_\_\_\_

As a nongovernmental entity executing, renewing, or extending a contract with a government entity, **Vendor** is required to provide an affidavit under penalty of perjury attesting that **Vendor** does not use coercion for labor or services in accordance with Section 787.06, Florida Statutes.

As defined in Section 787.06(2)(a), coercion means:

1. Using or threatening to use physical force against any person;
2. Restraining, isolating, or confining or threatening to restrain, isolate, or confine any person without lawful authority and against her or his will;
3. Using lending or other credit methods to establish a debt by any person when labor or services are pledged as a security for the debt, if the value of the labor or services as reasonably assessed is not applied toward the liquidation of the debt, the length and nature of the labor or service are not respectively limited and defined;
4. Destroying, concealing, removing, confiscating, withholding, or possessing any actual or purported passport, visa, or other immigration document, or any other actual or purported government identification document, of any person;
5. Causing or threatening to cause financial harm to any person;
6. Enticing or luring any person by fraud or deceit; or
7. Providing a controlled substance as outlined in Schedule I or Schedule II of Section 893.03 to any person for the purpose of exploitation of that person.

As a person authorized to sign on behalf of **Vendor**, I certify that **Vendor** does not use coercion for labor or services in accordance with Section 787.06.

#### Written Declaration

**Under penalties of perjury, I declare that I have read the foregoing Affidavit and that the facts stated in it are true.**

By: \_\_\_\_\_  
Authorized Signature

Print Name and Title: \_\_\_\_\_

Date: \_\_\_\_\_

**[SIGNATURE PAGE TO AGREEMENT]**

**IN WITNESS WHEREOF**, the parties have executed this Agreement: 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

# Aqua Waste Repairs, Inc.

3575 Sneed Road, Fort Pierce, FL 34945

FL-CGC #1507436

772-461-6228

FL-WWC # 11329

## Cover Letter

Aqua Waste Repairs, Inc. employs three professional team members. Our corporate office is located in Ft. Pierce, FL and has been in operation for over twenty years. AWR's Controller, Paula Sutton, oversees all the daily operations. While our Director, Linda Thomas' supportive role aids in the business office operations. Our field office is located in Key Largo, FL. Randy Thomas, President directs and oversees all field operations.

Randy Thomas, President of AWR, earned his Florida General Contractors license in 2010 and his Florida Water Well license in 2010. He holds a Florida CDL Class A driver's license. He is certified in the following: OSHA 30 hour training, First Aid/CPR/AED, Florida Department of Transportation Traffic Control, Rigger/Signal Person, Confined Space Supervisor and Entrant. He has been operator trained for an ANSI/CSA Class A, Rough Terrain, Forklift truck, telehandlers, Earthmoving Equipment, Skid-steer/Compact excavator, ANSI/CSA MEWP, operator manually propelled 1a, Boom lifts 3b, Scissor Lifts 3a, and Florida boat safety. He's has participated in over fifty job site specific safety orientation trainings.

In 2022, AWR was awarded the Plantation Key Canal 114 Restoration Gravity Injection Well Installation Services Project for Islamorada, Village of Islands (RFP 22-06) project. We performed the scope of work, within budget and timeline to the satisfaction of the Village officials and engineer of record. The project consisted of installing a 6' x 9' structure over a Class V injection well. Additionally, AWR installed a canal gate, flow meter, inline check valve, weir and pipe grate.

In 2023, AWR was awarded the Gravity Flow Injection Well Water Quality Improvement Projects, Canal #278 Big Pine Key, Monroe County, FL #01027 project. AWR performed the scope of work, within budget and timeline to the satisfaction of the procurement official and engineer of record. The project consisted of installing a 6' x 9' structure over a Class V injection well. Additionally, AWR installed a canal gate, flow meter, inline check valve, weir and pipe grate.

In 2023, AWR was awarded the Gravity Flow Injection Well Water Quality Improvement Projects, Canal #58 Key Largo, Monroe County, FL #01027 project. We are currently awaiting Notice to Proceed. The project will require AWR to perform the scope of work, within budget and timeline to the satisfaction of the procurement official and engineer of record. The project consists of installing a 6' x 9' structure over a Class V injection well. Additionally, AWR will install a canal gate, flow meter, inline check valve, weir and pipe grate.

References:

Contact Name: Peter Frezza, Environmental Resources Manager  
Address: 86800 Overseas Hwy., Islamorada, FL 33036  
Phone No.: 305-664-6427  
Email: [peter.frezza@islamorada.fl.us](mailto:peter.frezza@islamorada.fl.us)

Contact Name: Rhonda Haag, Chief Resilience Officer  
Address: 1100 Simonton St., Key West, FL 33040  
Phone No.: 305-453-8774  
Email: [Haag-Rhonda@MonroeCounty-FL.Gov](mailto:Haag-Rhonda@MonroeCounty-FL.Gov)

Contact Name: Greg Corning, PE, Assistant Vice President, Civil Engineer  
Address: 5411 SkyCenter Dr., Ste. 650, Tampa, FL 33607  
Phone No.: 314-920-8359  
Email: [greg.corning@wsp.com](mailto:greg.corning@wsp.com)

AWR holds a high standard for its employees and vendors regarding jobsite safety practices.

For over twenty plus years, AWR has developed a multitude of injection, gravity, stormwater and fire wells in the Florida Keys. Randy Thomas has secured a respectable working relationship with Florida DEP, SFWMD, Monroe County, Islamorada, Village of Islands, municipalities, school boards, utilities and private owners requiring such work. His success is greatly due to his deep rooted appreciation for sustainable resources. Also, attributing to this success is Randy's dedication and commitment to doing each and every project to best of his ability, in the most cost effective method.

I, Randy L. Thomas, President of Aqua Waste Repairs, Inc., am duly authorized to attest to the above statements as being true, I set my hand on this 23<sup>rd</sup> day of August, 2024.

  
\_\_\_\_\_  
Randy L. Thomas, President



# Aqua Waste Repairs, Inc.

3575 Sneed Road, Fort Pierce, FL 34945  
FL-CGC #1507436      772-461-6228      FL-WWC # 11329

## Project Approach

### Assumptions

- ❖ All required permits obtained
- ❖ Scheduling of work to commence

### Requirements

- ❖ The piping materials will arrive in bundles on flat trailer, weighing approx. 9,000lbs each. A telehandler or similar will unload.
- ❖ The manatee grate intake structure will arrive on a semi-trailer, the heaviest section will weigh approximately 10,000lbs. A crane or similar will unload.
- ❖ A crane or similar will be used to set manatee grate structure in place.
- ❖ Trencher or similar will be used for area prep prior to structure placement.
- ❖ A bucket drill rig will be used for development of gravity injection well.

### Procedure

- ❖ Underground utilities to be located. Aerial and artificial obstructions to be noted.
- ❖ Turbidity barrier and silt fence to be in place according to specifications.
- ❖ All preconstruction - water, land, air and species inspection/testing as required.
- ❖ Drilling logs to be maintained.

#### Stage 1

- Place temporary sheet pilings
- Trench and prep intake structure area to grade
- Place temporary mats in ramp area
- Set up crane to specification
- Set bottom section of structure

#### Stage 2

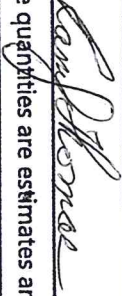
- Set up drill rig to specification
- Begin to development gravity injection well.
- Place and grout casing.
- Set top section of structure.

#### Stage 3

- Water Capacity Testing
- Final surveys and Disturbed area restoration

Exhibit "B"

Project: Canal #132 Gravity Infiltration Well Restoration  
Location: Plantation Key, Florida  
Contractor:  
Date:

| ITEM NO.                                                                                                         | DESCRIPTION                                          | UNIT | ESTIMATED QUANTITY | LINE TOTAL PRICE |
|------------------------------------------------------------------------------------------------------------------|------------------------------------------------------|------|--------------------|------------------|
| 1                                                                                                                | Mobilization and Demobilization                      | LS   | 1                  | 65,850.00        |
| 2                                                                                                                | Maintenance of Traffic                               | LS   | 1                  | 6,500.00         |
| 3                                                                                                                | Erosion and Sediment Control                         | LS   | 1                  | 17,560.00        |
| 4                                                                                                                | 24-inch Diameter Well                                | EA   | 1                  | 97,550.00        |
| 5                                                                                                                | Well Vault                                           | EA   | 1                  | 113,705.00       |
| 6                                                                                                                | Manatee Grate                                        | EA   | 1                  | 13,170.00        |
| 7                                                                                                                | Headwall Restoration                                 | LS   | 1                  | 14,000.00        |
| 8                                                                                                                | Check Valve                                          | EA   | 1                  | 26,340.00        |
| 9                                                                                                                | Intake Manifold and Connection Piping Installation   | LS   | 1                  | 9,375.00         |
| 10                                                                                                               | Construction Surveys                                 | LS   | 1                  | 9,100.00         |
| 11                                                                                                               | Rehabilitation of Staging Area to Original Condition | LS   | 1                  | 21,950.00        |
| 12                                                                                                               | Dock Removal and Repair to Original Condition        | LS   | 1                  | 43,900.00        |
| Signature below verifies the proposal remains in effect for ninety (90) days.                                    |                                                      |      |                    |                  |
| Contractor's Signature:         |                                                      |      | Bid Total:         | \$439,000.00     |
| Note: These quantities are estimates and the Contractor can strikethrough and adjust the quantities, if desired. |                                                      |      |                    |                  |

# Aqua Waste Repairs, Inc.

3575 Sneed Road, Fort Pierce, FL 34945  
FL-CGC #1507436      772-461-6228      FL-WWC # 11329

## Project Timeline

Upon Notice To Proceed:

|                                |                                                                         |
|--------------------------------|-------------------------------------------------------------------------|
| Structure Fabrication          | 12-16 week delivery time                                                |
| Valves, Gauges, Grate<br>Weir, | 4-6 week delivery time                                                  |
| Vault Entry Covers             | 6-9 month delivery time<br>(Temporary covers to be used until delivery) |

All other material – (as of date of proposal submission) available upon demand

|                          |           |
|--------------------------|-----------|
| Mobilization             | 3-4 Days  |
| Install sheet pilings    | 5- Days   |
| Prepare placement area   | 5-Days    |
| Develop Well             | 5-Days    |
| Set structure            | 5-Days    |
| Restoration & Demobilize | 5-10 Days |





# FLORIDA SURETY BONDS, INC.

620 N Wymore Road Suite 200  
Maitland, FL 32751  
(407) 786-7770 ♦ Fax (407) 786-7766

Toll Free (888) 786-BOND  
[www.FloridaSuretyBonds.com](http://www.FloridaSuretyBonds.com)  
[Susan@FloridaSuretyBonds.com](mailto:Susan@FloridaSuretyBonds.com)

August 16, 2024

RE: Aqua Waste Repairs Inc

To Whom It May Concern,

We are pleased to be the surety agents for Aqua Waste Repairs Inc. Bonds are currently written through The Gray Casualty & Surety Company, which is A.M. Best Rated "A-,VIII" and has a U.S. Treasury Listing of \$11,641,000.

We usually anticipate no difficulties in providing surety bonds for Aqua Waste Repairs Inc in the \$500,000 single, \$2,000,000 aggregate range. If they requested something larger, we would work hard with them to provide for their needs. This letter is not a commitment to provide any bonds unless all underwriting requirements including contract, bond form and financing review are met prior to issuing any bonds. Neither our agency, nor the surety is liable for any damages relating to this letter or project.

Should you have any questions, please do not hesitate to contact us.

Sincerely,

Susan Reich  
Vice President

**2024 FLORIDA PROFIT CORPORATION ANNUAL REPORT**

DOCUMENT# P00000098027

**Entity Name:** AQUA WASTE REPAIRS, INC.

**Current Principal Place of Business:**

3575 SNEED RD  
FORT PIERCE, FL 34945

**Current Mailing Address:**

3575 SNEED RD  
FORT PIERCE, FL 34945

**FEI Number:** 65-1042680

**Certificate of Status Desired:** No

**Name and Address of Current Registered Agent:**

THOMAS, RANDY L  
3575 SNEED RD  
FORT PIERCE, FL 34945 US

*The above named entity submits this statement for the purpose of changing its registered office or registered agent, or both, in the State of Florida.*

**SIGNATURE:** RANDY L THOMAS

03/06/2024

Electronic Signature of Registered Agent

Date

**Officer/Director Detail :**

Title D, PRESIDENT  
Name THOMAS, RANDY L  
Address 3575 SNEED RD  
City-State-Zip: FORT PIERCE FL 34945

Title DIRECTOR  
Name THOMAS, LINDA L  
Address 3575 SNEED RD  
City-State-Zip: FORT PIERCE FL 34945

*I hereby certify that the information indicated on this report or supplemental report is true and accurate and that my electronic signature shall have the same legal effect as if made under oath; that I am an officer or director of the corporation or the receiver or trustee empowered to execute this report as required by Chapter 607, Florida Statutes; and that my name appears above, or on an attachment with all other like empowered.*

**SIGNATURE:** RANDY L THOMAS

PRESIDENT

03/06/2024

Electronic Signature of Signing Officer/Director Detail

Date



Ron DeSantis, Governor

Melanie S. Griffin, Secretary



**STATE OF FLORIDA**  
**DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION**

**CONSTRUCTION INDUSTRY LICENSING BOARD**

THE GENERAL CONTRACTOR HEREIN IS CERTIFIED UNDER THE  
PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

**THOMAS, RANDY LYNN**

AQUA WASTE REPAIRS INC

3575 SNEED

FORT PIERCE FL 34945

**LICENSE NUMBER: CGC1507436**

**EXPIRATION DATE: AUGUST 31, 2026**

Always verify licenses online at [MyFloridaLicense.com](http://MyFloridaLicense.com)

ISSUED: 08/12/2024

Do not alter this document in any form.

This is your license. It is unlawful for anyone other than the licensee to use this document.





STATE OF FLORIDA  
WATER WELL CONTRACTOR LICENSE

Issued to  
Randy L. Thomas

FORM 0185

*The State of Florida*

License No. 11329 Expires 7/31/2025

*[Signature]*  
DISTRICT CERTIFICATION OFFICER

Has Determined That

**RANDY LYNN THOMAS**

Is Qualified As A

**Water Well Contractor**

PURSUANT TO CHAPTER 373, FLORIDA STATUTES

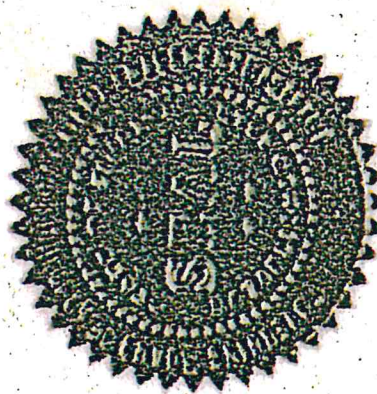
In The

*State of Florida*

And Hereby Issues

License Number

**11329**



Issued by South Florida  
Water Management District

This 1st Day of August 2010 A.D.

*[Signature]*  
Ann Marie Superchi, Water Well Contractor Licensing  
Water Use Division



## 12. SUSPENSION AND DEBARMENT

(1) This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the contractor is required to verify that none of the contractor's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

(2) The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

(3) This certification is a material representation of fact relied upon by Islamorada, Village of Islands. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to Islamorada, Village of Islands, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

(4) The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

  
\_\_\_\_\_  
Signature of Authorized Certifying Official

Randy L. Thomas, President  
\_\_\_\_\_  
Name and Title of Authorized Certifying Official

8/23/24  
\_\_\_\_\_  
Date

### **13. BYRD ANTI-LOBBYING AMENDMENT, 31 U.S.C. § 1352 (as amended)**

Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency.

If applicable, contractors must sign and submit to the non-federal entity the following certification: APPENDIX A, 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING. The certification is found on the next page.

**APPENDIX A, 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING**

**Certification for Contracts, Grants, Loans, and Cooperative Agreements**

The undersigned certifies, to the best of his or her knowledge and belief, that:

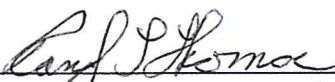
1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Contractor certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

  
Signature of Authorized Certifying Official

Randy L. Thomas, President  
Name and Title of Authorized Certifying Official

8/23/24  
Date



### **ADDITIONAL CONTRACT TERMS FOR FEDERAL AND FEMA FUNDED PROJECTS**

The following clauses will form part of the agreement between Islamorada, Village of Islands and the Contractor resulting from this RFP.

#### **A. Access to Records:**

The following access to records requirements shall apply to the contract.

1. The Contractor agrees to provide Islamorada, Village of Islands, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.
2. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
3. The Contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.
4. In compliance with the Disaster Recovery Act of 2018, Islamorada, Village of Islands and the Contractor acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

#### **B. Changes to the Contract:**

Any changes to the contract between Islamorada, Village of Islands and the Contractor modification, change order, or constructive change must be allowable, allocable, within the scope of the grant or cooperative agreement, and reasonable for the completion of project scope.

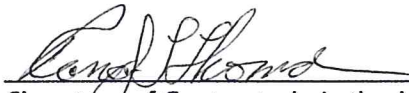
C. **Non-use of DHS Seal, Logo, and Flags:** The Contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of HSS agency officials without specific FEMA pre-approval.

D. **Compliance with Federal Law, Regulations, and Executive Orders:** This is an acknowledgement that FEMA financial assistance will be used to fund all or a portion of the contract. The contractor will comply with all applicable Federal law, regulations, executive orders, FEMA policies, procedures and directives.

E. **No Obligation by Federal Government:** The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal

entity, contractor, or any other party pertaining to any matter resulting from the contract.

- F. **Program Fraud and False or Fraudulent Statement or Related Facts:** The Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor's actions pertaining to this contract.

  
\_\_\_\_\_  
Signature of Contractor's Authorized Official

Randy L. Thomas, President

\_\_\_\_\_  
Name and Title of Contractor's Authorized Official

## APPENDIX A

### ACKNOWLEDGMENT OF ADDENDA AND DOCUMENTS

The Proposer hereby acknowledges the receipt of the following addenda issued by the Village and incorporated into and made part of this RFP. In the event the Proposer fails to include any addenda in the table below, submission of this form shall constitute acknowledgment of receipt of all addenda, whether or not received by him/her.

| ADDENDUM NUMBER | DATE RECEIVED   |
|-----------------|-----------------|
| 1               | August 14, 2024 |
|                 |                 |
|                 |                 |
|                 |                 |
|                 |                 |
|                 |                 |
|                 |                 |
|                 |                 |

In addition to the addenda listed above, I acknowledge receipt of the Affidavit Attesting to Noncoercive Conduct for Labor or Services or Services and if awarded an Agreement with the Village will execute the affidavit attesting that my business does not use coercion for labor or services.

  
Signature

Randy L. Thomas  
Print name

President  
Title  
8/23/24  
Date

**Affidavit Attesting to Noncoercive Conduct for Labor or Services**

Nongovernment Entity name: Aqua Waste Repairs, Inc. ("Vendor")

Vendor FEIN: 65-1042680

Address: 3575 Sneed Road

City: Ft. Pierce State: Florida Zip: 34945

Phone number: 772-461-6228 Email Address: awrinc@hotmail.com

As a nongovernmental entity executing, renewing, or extending a contract with a government entity, **Vendor** is required to provide an affidavit under penalty of perjury attesting that **Vendor** does not use coercion for labor or services in accordance with Section 787.06, Florida Statutes.

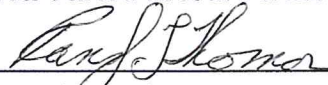
As defined in Section 787.06(2)(a), coercion means:

1. Using or threatening to use physical force against any person;
2. Restraining, isolating, or confining or threatening to restrain, isolate, or confine any person without lawful authority and against her or his will;
3. Using lending or other credit methods to establish a debt by any person when labor or services are pledged as a security for the debt, if the value of the labor or services as reasonably assessed is not applied toward the liquidation of the debt, the length and nature of the labor or service are not respectively limited and defined;
4. Destroying, concealing, removing, confiscating, withholding, or possessing any actual or purported passport, visa, or other immigration document, or any other actual or purported government identification document, of any person;
5. Causing or threatening to cause financial harm to any person;
6. Enticing or luring any person by fraud or deceit; or
7. Providing a controlled substance as outlined in Schedule I or Schedule II of Section 893.03 to any person for the purpose of exploitation of that person.

As a person authorized to sign on behalf of **Vendor**, I certify that **Vendor** does not use coercion for labor or services in accordance with Section 787.06.

Written Declaration

**Under penalties of perjury, I declare that I have read the foregoing Affidavit and that the facts stated in it are true.**

By:   
Authorized Signature

Print Name and Title: Randy L. Thomas, President

Date: 8/23/24





## SOUTH FLORIDA WATER MANAGEMENT DISTRICT

July 12, 2024

REGISTERED VENDOR NO.: 1000001435

Mr. Randy Thomas, President  
Aqua Waste Repairs, Inc.  
3575 Sneed Road  
Ft. Pierce, FL 34945

---

CERTIFICATION EFFECTIVE DATE:  
July 12, 2024

CERTIFICATION EXPIRATION DATE:  
July 12, 2027

---

Dear Mr. Thomas,

Congratulations, the South Florida Water Management District (District) has certified your firm as a Small Business Enterprise (SBE). This certification is valid for three (3) years and may only be applied when business is conducted in the following area(s):

**Well Contractor; Gravity Flow Injection Water Wells; Well Abandonment; Shoring Services; Bridge Construction; General Contracting Services; Wastewater and Sewer Repair and Restoration**

*Your submittal of bids or proposals to supply other products or services outside of the specialty area(s) noted above will not count toward SBE participation. If you require certification in other specialty areas, please contact the Procurement Bureau, SBE Section, for additional information.*

Renewal is required every three (3) years and should be requested a minimum of 45 days prior to the above expiration date.

If any changes occur within your company during the certification period such as ownership, affiliate company status, address, telephone number, licensing status, gross revenue, or any information that relates to your SBE Certification status, you must notify this office in writing immediately. It is imperative that we maintain current information on your company at all times.

Certification is not a guarantee that your firm will receive work, nor an assurance that your firm will remain in the District's vendor database.

We look forward to a mutually beneficial working relationship.

Sincerely,

  
Jennifer Dollar  
SBE Program Specialist  
Procurement Bureau

JD

## Entity Workspace Results

1 Total Results

### AQUA WASTE REPAIRS INC

**Unique Entity ID:** FEZTZSR4KA39

**CAGE/NCAGE:** 9DSN1

**Entity Status:** Active Registration

**Doing Business As:**

**Physical Address:**

3575 SNEED RD  
FORT PIERCE , FL  
34945-4716 USA

**Expiration Date:**

Aug 16, 2025

**Purpose of Registration:**

All Awards





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

8/16/2024

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).

|                                                                                                  |                                                                                                                                                                                                                                                                                                    |
|--------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>PRODUCER</b><br>Sihle Insurance Group Inc.<br>1021 Douglas Ave.<br>Altamonte Springs FL 32714 | <b>CONTACT NAME:</b> Certificate Department<br><b>PHONE (A/C, No, Ext):</b> 407-869-5490<br><b>E-MAIL ADDRESS:</b> Certificates@sihle.com<br><b>FAX (A/C, No):</b> 407-389-3580                                                                                                                    |
| <b>INSURED</b><br>Aqua Waste Repairs Inc.<br>3575 Sneed Road<br>Fort Pierce FL 34945             | <b>INSURER(S) AFFORDING COVERAGE</b><br><b>INSURER A:</b> Admiral Insurance Company<br><b>INSURER B:</b> Progressive Express Insurance Company<br><b>INSURER C:</b> Underwriters at Lloyds London<br><b>INSURER D:</b> American Zurich Insurance Company<br><b>INSURER E:</b><br><b>INSURER F:</b> |

**COVERAGES** **CERTIFICATE NUMBER:** 2052737547 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR LTR | TYPE OF INSURANCE                                                                                                                                                                                                                                                                                                        | ADDL INSD | SUBR WVD | POLICY NUMBER              | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS                                                                                                                                                                                                                                          |
|----------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------|----------|----------------------------|-------------------------|-------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| A        | <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY<br><input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR<br>5,000<br>GEN'L AGGREGATE LIMIT APPLIES PER:<br><input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC<br>OTHER: | Y         |          | CA000035029-06             | 6/22/2024               | 6/22/2025               | EACH OCCURRENCE \$ 1,000,000<br>DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000<br>MED EXP (Any one person) \$ 10,000<br>PERSONAL & ADV INJURY \$ 1,000,000<br>GENERAL AGGREGATE \$ 2,000,000<br>PRODUCTS - COMP/OP AGG \$ 2,000,000<br>\$ |
| B        | <input type="checkbox"/> ANY AUTO<br><input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS<br><input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY                                                                      |           |          | 03014091                   | 4/19/2024               | 4/19/2025               | COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000<br>BODILY INJURY (Per person) \$<br>BODILY INJURY (Per accident) \$<br>PROPERTY DAMAGE (Per accident) \$<br>\$                                                                                 |
|          | <input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR<br><input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE<br>DED RETENTION \$                                                                                                                                                   |           |          |                            |                         |                         | EACH OCCURRENCE \$<br>AGGREGATE \$<br>\$                                                                                                                                                                                                        |
|          | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY<br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y/N<br>If yes, describe under DESCRIPTION OF OPERATIONS below                                                                                                                        |           | N/A      |                            |                         |                         | PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/><br>E.L. EACH ACCIDENT \$<br>E.L. DISEASE - EA EMPLOYEE \$<br>E.L. DISEASE - POLICY LIMIT \$                                                                                |
| C<br>D   | Pollution<br>Equipment Floater                                                                                                                                                                                                                                                                                           |           |          | ENP001044401<br>EC14777116 | 9/20/2023<br>4/12/2024  | 9/20/2024<br>4/12/2025  | Limits<br>Limits<br>Rented/Leased<br>\$1ML/\$2ML<br>294,200<br>50,000                                                                                                                                                                           |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
Project: Canal 132 Restoration

|                                                                                                                                 |                                                                                                                                                                                                                               |
|---------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>CERTIFICATE HOLDER</b><br>Islamorada, Village of Islands<br>Village Council<br>86800 Overseas Highway<br>Islamorada FL 33036 | <b>CANCELLATION</b><br>SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.<br><b>AUTHORIZED REPRESENTATIVE</b><br> |
|---------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

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# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

8/21/2024

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).

| <b>PRODUCER</b><br>SUNZ Insurance Solutions, LLC.<br>c/o TLR of Bonita, Inc<br>700 Central Ave, Suite 500<br>St. Petersburg, FL 33701 | <b>ID: (TLR)</b>       | <b>CONTACT NAME:</b> Workers' Comp Department<br><b>PHONE (A/C, No, Ext):</b> 727-520-7676 x 3<br><b>FAX (A/C, No):</b> 727-525-3862<br><b>E-MAIL ADDRESS:</b> certs@encorehr.com                                                                                                                                                                                                                              |                               |  |        |             |                        |       |             |  |  |             |  |  |             |  |  |             |  |  |             |  |  |
|---------------------------------------------------------------------------------------------------------------------------------------|------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------|--|--------|-------------|------------------------|-------|-------------|--|--|-------------|--|--|-------------|--|--|-------------|--|--|-------------|--|--|
| <b>INSURED</b><br>TLR of Bonita, Inc dba EnterpriseHR<br>700 Central Avenue Suite 500<br>St. Petersburg FL 33701                      |                        | <table><tr><th colspan="2">INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr><tr><td>INSURER A :</td><td>SUNZ Insurance Company</td><td>34762</td></tr><tr><td>INSURER B :</td><td></td><td></td></tr><tr><td>INSURER C :</td><td></td><td></td></tr><tr><td>INSURER D :</td><td></td><td></td></tr><tr><td>INSURER E :</td><td></td><td></td></tr><tr><td>INSURER F :</td><td></td><td></td></tr></table> | INSURER(S) AFFORDING COVERAGE |  | NAIC # | INSURER A : | SUNZ Insurance Company | 34762 | INSURER B : |  |  | INSURER C : |  |  | INSURER D : |  |  | INSURER E : |  |  | INSURER F : |  |  |
| INSURER(S) AFFORDING COVERAGE                                                                                                         |                        | NAIC #                                                                                                                                                                                                                                                                                                                                                                                                         |                               |  |        |             |                        |       |             |  |  |             |  |  |             |  |  |             |  |  |             |  |  |
| INSURER A :                                                                                                                           | SUNZ Insurance Company | 34762                                                                                                                                                                                                                                                                                                                                                                                                          |                               |  |        |             |                        |       |             |  |  |             |  |  |             |  |  |             |  |  |             |  |  |
| INSURER B :                                                                                                                           |                        |                                                                                                                                                                                                                                                                                                                                                                                                                |                               |  |        |             |                        |       |             |  |  |             |  |  |             |  |  |             |  |  |             |  |  |
| INSURER C :                                                                                                                           |                        |                                                                                                                                                                                                                                                                                                                                                                                                                |                               |  |        |             |                        |       |             |  |  |             |  |  |             |  |  |             |  |  |             |  |  |
| INSURER D :                                                                                                                           |                        |                                                                                                                                                                                                                                                                                                                                                                                                                |                               |  |        |             |                        |       |             |  |  |             |  |  |             |  |  |             |  |  |             |  |  |
| INSURER E :                                                                                                                           |                        |                                                                                                                                                                                                                                                                                                                                                                                                                |                               |  |        |             |                        |       |             |  |  |             |  |  |             |  |  |             |  |  |             |  |  |
| INSURER F :                                                                                                                           |                        |                                                                                                                                                                                                                                                                                                                                                                                                                |                               |  |        |             |                        |       |             |  |  |             |  |  |             |  |  |             |  |  |             |  |  |

**COVERAGES****CERTIFICATE NUMBER:** 81478480**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR LTR | TYPE OF INSURANCE                                                                                                                                                                                                                                                | ADDL INSD                    | SUBR WVD | POLICY NUMBER   | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS                                                                                                                                                                                                         |
|----------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------|----------|-----------------|-------------------------|-------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|          | <b>COMMERCIAL GENERAL LIABILITY</b><br><input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR<br><br>GEN'L AGGREGATE LIMIT APPLIES PER:<br><input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC<br>OTHER: |                              |          |                 |                         |                         | EACH OCCURRENCE \$<br>DAMAGE TO RENTED PREMISES (Ea occurrence) \$<br>MED EXP (Any one person) \$<br>PERSONAL & ADV INJURY \$<br>GENERAL AGGREGATE \$<br>PRODUCTS - COMP/OP AGG \$<br>\$                       |
|          | <b>AUTOMOBILE LIABILITY</b><br><input type="checkbox"/> ANY AUTO<br><input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS<br><input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY                |                              |          |                 |                         |                         | COMBINED SINGLE LIMIT (Ea accident) \$<br>BODILY INJURY (Per person) \$<br>BODILY INJURY (Per accident) \$<br>PROPERTY DAMAGE (Per accident) \$<br>\$                                                          |
|          | <b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR<br><b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE<br>DED <input type="checkbox"/> RETENTION \$                                                                                                      |                              |          |                 |                         |                         | EACH OCCURRENCE \$<br>AGGREGATE \$<br>\$                                                                                                                                                                       |
| A        | <b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b><br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)<br>If yes, describe under DESCRIPTION OF OPERATIONS below                                                                    | Y/N <input type="checkbox"/> | N/A      | WC039-00001-024 | 6/1/2024                | 6/1/2025                | <input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER<br>E.L. EACH ACCIDENT \$1,000,000.00<br>E.L. DISEASE - EA EMPLOYEE \$1,000,000.00<br>E.L. DISEASE - POLICY LIMIT \$1,000,000.00 |

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

Coverage Provided for all leased employees but not subcontractors of: Aqua Waste Repairs, Inc.  
Client Effective: 6/24/2021

**CERTIFICATE HOLDER****CANCELLATION**

|                                                                                         |                                                                                                                                                                                                                              |
|-----------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 2229<br>Islamorada, Village of Islands<br>86800 Overseas Highway<br>Islamorada FL 33036 | <p>SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.</p> <p>AUTHORIZED REPRESENTATIVE<br/><br/>Rick Leonard</p> |
|-----------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

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ACORD 25 (2016/03)

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P.O. Box 308, Fort Pierce, FL 34954  
tcslc.com

**2024 - 2025**

**St. Lucie County Local Business Tax Receipt**

Facilities or machines #      Rooms #      Seats #      Employees #5      Receipt #7299-00940241  
Type of business 1799 MISC/SPECIALTY CONTRACTOR      Expires SEPTEMBER 30, 2025  
(GENERAL CONTRACTOR)

DBA name Aqua Waste Repairs Inc      Business: Randy Thomas  
Mailing address: Randy L Thomas      Business location: 4550 Glades Cut Off Rd  
3575 Sneed Road      Fort Pierce, FL 34945  
Fort Pierce, FL 34945      *\*GOOD FOR THIS LOCATION ONLY\**

|                  |         |                       |                      |
|------------------|---------|-----------------------|----------------------|
| RENEWAL          |         | St Lucie County       | CGC1507436           |
| Original tax:    | \$12.35 |                       | P00000098027         |
| Penalty:         |         |                       |                      |
| Collection cost: |         |                       |                      |
| Total:           | \$12.35 | Paid 07/10/2024 12.35 | 0003-20240710-009325 |

Law requires this Local Business Tax Receipt to be displayed conspicuously at the place of business in such a manner that it can be open to the view of the public and subject to inspection by all duly authorized officers of the county. Upon failure to do so, the local business taxpayer shall be subject to the payment of another Local Business Tax for the same business, profession or occupation.

Pursuant to Florida law, all Local Business Tax Receipts shall be sold by the Tax Collector beginning July 1 of each year and shall expire on September 30 of the succeeding year. Those Local Business Tax Receipts renewed beginning October 1 shall be delinquent and subject to a delinquency penalty of 10 percent for the month of October. An additional 5 percent penalty for each month of delinquency is added until paid, provided that the total delinquency penalty shall not exceed 25 percent of the Local Business Tax for the delinquent establishment.

In addition to the penalty, the Tax Collector is entitled to a collection fee of \$1 to \$5. This fee is based on the amount of Local Business Tax, which will be collected from delinquent taxpayers after September 30 of the business year.

This receipt is a Local Business Tax only. It does not permit the local business taxpayer to violate any existing regulatory or zoning laws of the state, county or city. It also does not exempt the local business taxpayer from any other taxes, licenses or permits that may be required by law.

Pursuant to Florida law, Local Business Taxes are subject to change.

Randy L Thomas  
3575 Sneed Road  
Fort Pierce, FL 34945



# Council Communication

**To:** Mayor and Village Council  
**From:** Alyssa Panzer, SRC Coordinator  
**Date:** October 8, 2024  
**SUBJECT:** **Resolution Approving Work Authorization No. 1 with RES Florida Consulting, LLC. for Initiating Breakwater/Artificial Reef Feasibility Study for Sea Oats Beach and Upper Matecumbe Beach TAB 5**

## **Background:**

The 2024 Islamorada Vulnerability Assessment (“VA”) identified critical areas of concern and project recommendations associated with projected rising sea levels and compound flooding. Using the results and an internal prioritization of hot spots and projects, the Village is moving forward with evaluating the feasibility of a breakwater/artificial reef at two recommended locations, Sea Oats Beach and Upper Matecumbe Beach. Sites are outlined on attachment 1. At Sea Oats Beach, the VA recommends installing breakwaters off the coast of the Florida Keys Scenic Highway to reduce wave energy and protect mass wasting of a critical evacuation route. In the Upper Matecumbe Beach zone, beaches are comprised of both hotel resorts (expected to experience up to 20 days of tidal flooding) and residential properties (facing nearly 150 days of tidal flooding), most of which are “turtle beaches” specifically highlighted for their suitable sea turtle nesting habitat. It is recommended to install breakwaters or restore coral reefs off the coast to reduce the energy of incoming tides and protect beaches against erosion.

Priority for project assessment from the Vulnerability Assessment recommendations first considers the planning horizon, focusing on the shorter term affected areas including hot spots affected by present day rainfall events as well as Sea Level Rise and tidal flooding in 2040, over zones likely to be affected in the longer term in 2070. The two sites chosen out of six proposed for breakwaters were based on the environmental and social resources in those areas, the reality of installation based on depth restrictions for navigation requirements, and the desire to include 2 different bottom topographies for the study.

The breakwater/artificial reef will satisfy five primary Village objectives.

- (1) provide erosion control to safeguard against storm surges and sea level rise,
- (2) provide a refuge for juvenile fish species and coral (e.g., snapper/grouper complex),
- (3) protect sea turtle critical habitat as identified by the U.S. Fish and Wildlife Service (USFWS) (e.g., loggerhead sea turtle),
- (4) incorporate habitat components to aid in water quality enhancements and shoreline protection (e.g., seagrass and mangroves), and
- (5) create an economic resource for the Village (e.g., ecotourism).

## **Analysis:**

Effective September 28, 2020, the Village and RES Florida Consulting, LLC. ("RES"), entered into a Non-Exclusive Continuing Services Agreement ("CSA") for professional engineering and architectural services and other related services. The Feasibility study is just the first of many phases that will be conducted, followed by further assessment and outreach. This Feasibility Study will consist of a desktop review, field review, permitting requirements, materials and design options, opinion of probable costs, and a study report with recommendations on how to proceed. The time frame for completion would be within about three months following the 2025 seagrass growing season (June 1st through September 30th).

Exhibit "A" to the attached Resolution is proposed Work Authorization No. 1 between the Village and RES for review, analysis, and final report for the Feasibility study for Breakwaters/Artificial Reef at Sea Oats Beach and Upper Matecumbe Beach at a cost not to exceed \$50,475.00. Work Authorization No. 1 would become effective upon full execution and run through December 31, 2026.

**Budget Impact:**

This project has been budgeted within the FY 24-25 Planning Department Professional Services budget. Implementation costs are not planned at this time, the feasibility study will provide probable costs.

**Staff Impact:**

The Village's Sustainability and Resiliency Coordinator would manage the agreement with RES and, along with the Village's Environmental Resource Manager, would assist RES with any environmental questions or issues that arise.

**Recommendation:**

Staff recommends that the Village Council pass and adopt the proposed resolution, thereby authorizing Work Authorization No. 1 with RES.

- Attachments:**
1. Attachment 1- Vulnerability Assessment site recommendations for Breakwater/Artificial reefs
  2. Exhibit 1\_RES Proposal\_ Islamorada Breakwater/Artificial Reef Feasibility Study\_7.17.24
  3. Exhibit A\_WA #1\_RES-Feasibility Study\_10.08.24
  4. Resolution\_WA#1\_RES-Feasibility Study\_10.08.24



**Figure 85 - Shoreline Resilience Improvement Site 3 :  
Project Recommendation**



*Page 159*

Site 3: This site is medium to highly developed, mostly comprised of hotel resorts and residential properties. Beaches form the majority of this site's shoreline, with small stretches of seawall and rip rap. Based on current sea level rise projections, the resort hotel areas to the north are expected to experience up to 20 days of tidal flooding in some areas, while the residential beach area is expected to experience 150 days or more of tidal flooding. The project team recommends reenforcing or raising the seawall and rip rap shorelines and installing breakwaters or restoring coral reefs off the coast to reduce energy of incoming tides and protect beaches against erosion.



**Figure 87 - Shoreline Resilience Improvement Site 5 :  
Project Recommendation**



Site 5: This site is a high-density residential area. Seawall comprises the majority of this site's shoreline, with a long stretch of beach along Florida Key Scenic Highway. Based on current sea level rise projections, this site, especially along Sandy Cove Avenue and Old US Highway 1, is expected to experience up to 100 days of tidal flooding throughout the year by 2040. The beach stretching along Florida Keys Scenic Highway is expected to experience 150 or more days of tidal flooding. The project team recommends raising seawalls surrounding residential areas, restoring mangroves or salt marshes in open areas to improve flood storage capacity of the site, and restoring coral reefs or installing breakwaters off the coast of the Florida Keys Scenic Highway to reduce wave energy and protect mass wasting of a critical evacuation route.



July 17, 2024

Mr. Peter Frezza  
Environmental Resource Manager  
Islamorada, Village of Islands  
86800 Overseas Highway, 3<sup>rd</sup> Floor  
Islamorada, Florida 33036

**Subject: Breakwater/Artificial Reef Feasibility Study  
Sea Oats Beach and Upper Matecumbe Beach (Site 3 in the VA)  
Islamorada, Monroe County, Florida  
RES Proposal Number PRJ111263**

Dear Mr. Frezza:

RES Florida Consulting, LLC (RES) is pleased to submit this proposal to Islamorada, Village of Islands (the Village) for conducting a feasibility study for a breakwater/artificial reef to implement shoreline stabilization at Sea Oats Beach and Upper Matecumbe Beach. Included, and incorporated as part of this proposal, is an outline of the background information, the scope of services, fee and schedule, and authorization procedures including the terms and conditions governing the project.

## Background Information

RES' understanding of the project is based upon a meeting with you, Thomas "TJ" LaRoue of our Orlando office and Jen Savaro of our Keys office on June 24, 2024, and a follow-up meeting on July 10, 2024. The Village conducted a Vulnerability Assessment (VA) in June 2024 and identified critical areas of concern. Potential projects identified in the VA included implementing shoreline stabilization at Sea Oats Beach and Upper Matecumbe Key Beach (identified as Site 3 in the VA) using erosion control techniques to safeguard against storm surges. Per the June 24, 2024, and July 10, 2024, meetings, installing an artificial reef in the critical areas as a breakwater is of interest to the Village and you requested RES to provide a scope and fee for conducting a feasibility study to evaluate this project. The breakwater/artificial reef will satisfy five primary objectives as defined by the Village:

- (1) provide erosion control to safeguard against storm surges and sea level rise,
- (2) provide a refuge for juvenile fish species and coral (e.g., snapper/grouper complex),
- (3) protect sea turtle critical habitat as identified by the U.S. Fish and Wildlife Service (USFWS) (e.g., loggerhead sea turtle),
- (4) incorporate habitat components to aid in water quality enhancements and shoreline protection (e.g., seagrass and mangroves), and
- (5) create an economic resource for the Village (e.g., eco-tourism).

Developing a plan based on a feasibility study leads to chance of greater success in accomplishing project goals, setting a realistic timeline of expectations, and reducing costs within the project life cycle. An appropriate feasibility study will not only identify permitting needs but will create a management plan to ensure longevity of the breakwater/artificial reef to maximize return on investment. Please see the proposed scope of services below to complete the feasibility study.

## Proposed Scope of Services

RES proposes the following scope of services to prepare a feasibility study that details the requirements needed for a successful breakwater/artificial reef project.



## Task 1: Desktop Review

Sites previously identified in the VA include Sea Oats Beach and Upper Matecumbe Beach (Site 3). RES will conduct a desktop evaluation of these sites utilizing aerial imagery and GIS data available to the public or provided by Monroe County, the Village and other agencies. The main goal of this task is to understand surrounding anthropogenic influences and geographic features to identify during ground-truthing field review. RES will also review listed species databases to determine potential effects to listed species and essential fish habitat. RES will conduct a permit review to investigate if a nearshore breakwater has been permitted before in the Florida Keys. Note that the road was raised along Sea Oats Beach and some shoreline stabilization work was conducted, therefore, the desktop review will include a review to determine if the breakwater/artificial reef is warranted or if it would provide additional benefits. Additionally, an analysis of potential effects (i.e. sediment accumulation) on private properties along Sea Oats Beach will be conducted.

## Task 2: Field Review

Using information gathered during the desktop review, RES will conduct site visits to gather data on existing conditions for development of the breakwater/artificial reef. Site investigations will study and map habitat, species, sediment characteristics, existing uses, and site features. The following is a description of the elements RES will evaluate.

RES will conduct site visits to Sea Oats Beach and Upper Matecumbe Beach (Site 3). These visits will include a visual reconnaissance of SAV, aquatic species, and observations of bottom/substrate conditions of the survey areas. Transects will be surveyed using snorkel/dive gear by teams of two marine biologists. Quadrats will be deployed in visually-distinct areas of habitat (changes in substrate and/or species composition) to collect data regarding SAV utilizing the Braun-Blanquet assessment method. Sediment depth will be documented using probes at each quadrat location and characteristic photos will be taken demonstrating habitat and sediment conditions. Incidental observations of aquatic species observed during the site survey will be recorded. Locations where benthic data will be collected will be mapped utilizing a sub-meter-accuracy GPS unit.

It is noted that collection of field data meeting regulatory agency specifications will be needed as part of design and permitting of the project. The aquatic survey will take place during Florida's seagrass growing season, if necessary, of June 1<sup>st</sup> through September 30<sup>th</sup>.

## Task 3: Permitting requirements, materials and options, and opinion of probable costs

It is understood that permits from the U.S. Army Corps of Engineers (USACE), Florida Department of Environmental Protection (FDEP) and National Oceanographic and Atmospheric Administration (NOAA) Florida Keys National Marine Sanctuary (FKNMS) are required for placement of artificial reefs. Additionally, coordination with the U.S. Coast Guard (USCG) will occur to determine navigational concerns. Part of the permitting process will be the need to identify what materials are being used, and at what locations. RES will examine and present several breakwater/artificial reef options with cost estimates, based on suitability for the identified artificial reef location.

### TASK 3A: PERMITTING REQUIREMENTS

RES will describe required State and federal environmental permits. RES will hold up to two virtual meetings with each agency to discuss the potential project and to identify permitting challenges.

### TASK 3B: BREAKWATER/ARTIFICIAL REEF OPTIONS

Collaboration with potential vendors will occur. Information from each vendor will be provided in the report and will include information on materials, design options, probable costs, etc. The deliverable for this task will be a matrix that evaluates the different options. Analysis of this matrix will be conducted and a preferred alternative selected.

## Task 4: Feasibility Study Report for an Artificial Reef/ Breakwater

The results of the data collection and analysis conducted in Tasks 1 through 3 will be summarized and presented in a feasibility study report. Included in the report will be recommendations on which location(s) and projects RES believes should proceed to implementation.

## Task 5: Review Feasibility Study Report with Staff and Finalize

RES will meet with the Village staff to discuss the feasibility study report and findings. Comments will be addressed to finalize the report.



# Assumptions

We have made the following assumptions in preparation of the proposal:

- The benthic assessment will be for the purpose of habitat characterization to assist in selection of a preferred artificial reef alternative. The benthic assessment will be conducted during the 2025 seagrass growing season of June 1<sup>st</sup> through September 30<sup>th</sup>. However, coordination with regulatory agencies will occur prior to scheduling the benthic assessment to determine if the benthic assessment can occur outside of the seagrass growing season.
- Bathymetric and hydrographic surveys of the preferred alternative meeting permitting requirements will be necessary as part of the design and permitting process. During the feasibility study, depths will be estimated in the field during the site survey, and water circulation will be derived from data from published sources and information from stakeholders.
- The scope includes two teleconferences with Village staff as needed during tasks 1-4.

# Fees

RES proposes to perform the above scope of services for the following estimated fees. We have attached a copy of our cost estimate breakdown for reference.

|        |                                                  |             |
|--------|--------------------------------------------------|-------------|
| Task 1 | Desktop review                                   | \$3,815.00  |
| Task 2 | Field review                                     | \$15,530.00 |
| Task 3 | Permitting requirements and alternative analysis | \$15,730.00 |
| Task 4 | Feasibility study report                         | \$12,130.00 |
| Task 5 | Staff review and finalize report                 | \$3,270.00  |
| Total  |                                                  | \$50,475.00 |

# Schedule

The project will commence upon issuance of authorization by the Village. The field data collection task will occur during the 2025 seagrass growing season of June 1<sup>st</sup> through September 30<sup>th</sup>, unless authorized by regulatory agencies to occur outside of the seagrass growing season. It is anticipated that the tasks described above, and the Feasibility Study Report will be completed within three months after completion of the field data collection.

# Authorization

If the Village wishes to proceed with the feasibility study as outlined herein, please issue a contract or work order as authorization to proceed.

We appreciate the opportunity to offer our professional services on this project. If you have any questions or comments concerning this proposal, please do not hesitate to contact us at the emails or phone numbers below.

Sincerely,

RES Florida Consulting, LLC

Thomas LaRoue  
Engineering Division Manager  
[tlaroue@res.us](mailto:tlaroue@res.us) | 727-457-9981

Jennifer Savaro  
Coastal Department Manager  
[jsavaro@res.us](mailto:jsavaro@res.us) | 610-304-2165

**PROJECT AGREEMENT**

**Between**

**ISLAMORADA, VILLAGE OF ISLANDS**

**And**

**RES FLORIDA CONSULTING, LLC.**

**For**

**Work Authorization No. 1**

**Environmental Support Services**

This Project Agreement between ISLAMORADA, VILLAGE OF ISLANDS (hereinafter referred to as "VILLAGE") and RES FLORIDA CONSULTING, LLC (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 with RES FLORIDA CONSULTING, LLC formerly known as E-SCIENCES, INCORPORATED dated September 28, 2020, pursuant to RFQ #20-03, (the "Continuing Contract") and CONSULTANT has been approved to provide the services contemplated herein; and

**WHEREAS**, the VILLAGE and CONSULTANT desire to enter into this Work Authorization for the CONSULTANT to provide services to complete a comprehensive Feasibility Study for Breakwater/artificial reef at Sea Oats Beach and Upper Matecumbe Beach, as further described in Exhibit "1" 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 consulting services to the VILLAGE for the Project as described in the proposal attached as Exhibit "1" to complete a feasibility study for a breakwater/artificial reef at the two identified locations in Islamorada for shoreline stabilization.

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 "1."

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:

- *a desktop evaluation of selected sites utilizing aerial imagery and GIS data, also including;*
  - *potential effects to listed species and essential fish habitat.*
  - *a permit review to investigate if a nearshore breakwater has been permitted before in the Florida Keys*
  - *determination of if the breakwater/artificial reef is warranted or if it would provide additional benefits.*
  - *an analysis of potential effects (i.e. sediment accumulation) on private properties along Sea Oats Beach*
- *A field study and map of existing conditions at both proposed locations including habitat, species, sediment characteristics, existing uses, and site features;*
- *Description of required State and federal environmental permits and the identification of permitting challenges;*
- *Breakwater/Artificial reef option matrix that evaluates the different options for materials, design, and probable costs, and an analysis of this matrix with preferred alternatives selected;*
- *A Feasibility Study Report compiling the results of the data collection and analysis conducted in Tasks 1 through 3 summarized and presented in a feasibility study report, including recommendations on which location(s) and projects RES believes should proceed to implementation;*
- *A meeting with RES and Village staff to discuss the feasibility study report and findings with comments addressed.*

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 Agreement is fully executed by all parties and shall continue in full force and effect through, **December 31, 2026**,



unless otherwise terminated pursuant to Section 6 or other applicable provisions of this Project Agreement. The Village Manager may extend the term of this Agreement through written notification to the CONSULTANT. Such extension shall not exceed (30) days. No further extensions of this Agreement shall be effective unless authorized by the Village Council.

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

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

3.4 All limitations of time set forth in this 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 Fifty Thousand Four Hundred Seventy-five Dollars **(\$50,475.00)** 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 lump sum amount set forth in Section 4.1 includes Direct Expenses and describes the maximum extent of VILLAGE'S obligation to reimburse CONSULTANT for direct, non-salary expenses, but does not constitute a limitation, of any sort, upon CONSULTANT'S obligation to incur such expenses in the performance of services hereunder.

#### SECTION 5. BILLING AND PAYMENTS TO THE CONSULTANT

##### 5.1 Invoices.

5.1.1 Lump Sum Compensation. CONSULTANT shall submit invoices which are identified by the specific project number on a monthly basis and in a timely manner. These invoices shall identify the nature of the work performed, the phase of work, and the estimated percent of work accomplished. 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 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 Agreement. In the event that CONSULTANT abandons this 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 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 Agreement, the parties anticipate that the following named individuals will perform those supervisory or primary functions indicated:

| <u>NAME</u>     | <u>FUNCTION</u>                                |
|-----------------|------------------------------------------------|
| Jennifer Savaro | Project Manager/ Field Assessment Lead         |
| Thomas LaRoue   | Engineering Lead                               |
| Gayle Stone     | Quality Assurance                              |
| Emily Powell    | Permitting Research Lead                       |
| Kat Larsson     | Permitting Research Assistant/ Field Assistant |
| Juliana Navarro | Field Assistant                                |
| Jenna Cheramie  | Field Assistant                                |
| Conrad Allen    | Captain                                        |
| Loretta Gebow   | GIS                                            |
| Megan Reising   | Permitting Research Assistant/ Field Assistant |

|                 |          |
|-----------------|----------|
| Patrick Shearer | Engineer |
|                 |          |
|                 |          |
|                 |          |
|                 |          |
|                 |          |
|                 |          |

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.

10.5 Noncoercive Conduct for Labor or Services. In accordance with Section 787.06, Florida Statutes, the CONTRACTOR has attested to the affidavit incorporated herein that CONTRACTOR does not use coercion for labor or services.

**[Remainder of this page intentionally left blank]**



### Affidavit Attesting to Noncoercive Conduct for Labor or Services

Nongovernment Entity name: \_\_\_\_\_ ("**Vendor**")

Vendor FEIN: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Phone number: \_\_\_\_\_ Email Address: \_\_\_\_\_

As a nongovernmental entity executing, renewing, or extending a contract with a government entity, **Vendor** is required to provide an affidavit under penalty of perjury attesting that **Vendor** does not use coercion for labor or services in accordance with Section 787.06, Florida Statutes.

As defined in Section 787.06(2)(a), coercion means:

1. Using or threatening to use physical force against any person;
2. Restraining, isolating, or confining or threatening to restrain, isolate, or confine any person without lawful authority and against her or his will;
3. Using lending or other credit methods to establish a debt by any person when labor or services are pledged as a security for the debt, if the value of the labor or services as reasonably assessed is not applied toward the liquidation of the debt, the length and nature of the labor or service are not respectively limited and defined;
4. Destroying, concealing, removing, confiscating, withholding, or possessing any actual or purported passport, visa, or other immigration document, or any other actual or purported government identification document, of any person;
5. Causing or threatening to cause financial harm to any person;
6. Enticing or luring any person by fraud or deceit; or
7. Providing a controlled substance as outlined in Schedule I or Schedule II of Section 893.03 to any person for the purpose of exploitation of that person.

As a person authorized to sign on behalf of **Vendor**, I certify that **Vendor** does not use coercion for labor or services in accordance with Section 787.06.

#### Written Declaration

**Under penalties of perjury, I declare that I have read the foregoing Affidavit and that the facts stated in it are true.**

By: \_\_\_\_\_

Authorized Signature

Print Name and Title: \_\_\_\_\_

Date: \_\_\_\_\_

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 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**

RES FLORIDA CONSULTING, LLC.

By:\_\_\_\_\_

Print Name:\_\_\_\_\_

Title:\_\_\_\_\_

The \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

AUTHENTICATE:

\_\_\_\_\_  
Secretary

\_\_\_\_\_  
Print Name

WITNESSES:

\_\_\_\_\_  
Print Name:\_\_\_\_\_

\_\_\_\_\_  
Print Name:\_\_\_\_\_

## **RESOLUTION NO. 24-**

**A RESOLUTION OF THE VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA, APPROVING WORK AUTHORIZATION NO. 1 WITH RES FLORIDA CONSULTING LLC FOR BREAKWATER/ARTIFICIAL REEF FEASIBILITY STUDY AT SEA OATS BEACH AND UPPER MATECUMBE BEACH; AUTHORIZING VILLAGE OFFICIALS TO IMPLEMENT THE TERMS AND CONDITIONS OF THE PROJECT AGREEMENT; AUTHORIZING THE VILLAGE MANAGER TO EXPEND BUDGETED FUNDS; AUTHORIZING THE VILLAGE MANAGER TO EXECUTE THE WORK AUTHORIZATION NO 1; AND PROVIDING FOR AN EFFECTIVE DATE**

**WHEREAS**, Islamorada, Village of Islands (the "Village"), concluded a Vulnerability Assessment ("VA") in June 2024 that identified critical areas of concern and proposed potential projects including shoreline stabilization at Sea Oats Beach and Upper Matecumbe Beach (identified as Site 3 in the VA) using erosion control techniques; and

**WHEREAS**, installing an artificial reef in the critical areas as a breakwater is of interest to the Village; and

**WHEREAS**, this project is part of the Village's ongoing effort to improve overall resiliency following the VA; and

**WHEREAS**, the Village is in need of an independent contractor to provide the necessary environmental services to complete the feasibility study needed to move the project to the outreach and implementation phase; and

**WHEREAS**, the Village has a current Continuing Services Agreement ("CSA") with RES Florida Consulting, LLC ("RES") for professional engineering and architectural services and other related services; and

**WHEREAS**, RES has conducted feasibility studies for artificial reefs in Florida and has proposed to complete a Feasibility Summary report, as set forth in Exhibit "1" attached hereto; and

**WHEREAS**, RES is willing to perform these services as outlined in the Scope of Services within Exhibit "1" in an amount not to exceed Fifty Thousand Four Hundred Seventy-five Dollars (\$50,475.00); and

**WHEREAS**, the Village Council of Islamorada, Village of Islands (the "Village Council"), has determined that approval of the Work Authorization No. 1 with RES is in the best interest of the Village and its residents.

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

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

**Section 2. Approval of Work Authorization.** The Village Council hereby approves Work Authorization No. 1 with RES, attached as Exhibit 'A' for completion of the Services.

**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. 1.

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

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

Motion to adopt by \_\_\_\_\_, seconded by \_\_\_\_\_.

**FINAL VOTE AT ADOPTION**

**VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS**

Mayor Joseph B. Pinder III                      \_\_\_\_\_

Vice Mayor Sharon Mahoney                      \_\_\_\_\_

Councilman Mark Gregg                      \_\_\_\_\_

Councilwoman Elizabeth Jolin                      \_\_\_\_\_

Councilman Henry Rosenthal                      \_\_\_\_\_

**PASSED AND ADOPTED THIS \_\_\_\_ DAY OF \_\_\_\_\_, 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





# Council Communication

**To:** Mayor and Village Council  
**From:** Peter Frezza, Environmental Resources Manager  
**Date:** October 8, 2024  
**SUBJECT:** **Resolution Approving Agreement No. KG002 Between the FDEP and the Village Relating to Funding through the Florida Keys Stewardship Act TAB 6**

## **Background:**

On April 14, 2016, General Bill CS/CS/HB 447: Local Government Environmental Financing (the "Florida Keys Stewardship Act") was approved by the Governor of Florida. The Bill became effective July 1, 2016. Pursuant to Chapter 2016-225, Section 6, Laws of Florida, FY 16-17, which established the Florida Keys Stewardship Act, nonrecurring funds in Specific Appropriation 1669 are provided to the Department of Environmental Protection ("FDEP") for the purpose of entering into financial assistance agreements with local governments located in the Florida Keys Area of Critical State Concern. The grants finance or refinance the cost of constructing sewage collection, treatment, and disposal facilities, building projects that protect, restore, or enhance nearshore water quality and fisheries, such as stormwater or canal restoration projects.

Regarding Stewardship Act funds, the Village and the other local governments within Monroe County agreed previously through each agency's respective lobbyists to continue to follow the Wastewater Funding Distribution [of Everglades Bonds] Schedule included in the State Wastewater Funding Distribution Agreement for "Year Two of Four" as passed and adopted by the Village Council through adoption of Resolution No. 13-02-08 at its regular meeting on February 28, 2013.

The State of Florida's FY 2022-23 & FY 2023-24 budget allocated \$20 million each year for Florida Keys entities under the Stewardship Act. The Village's 17.5% share totaled \$7,000,000 combined for 2022-23 & 2023-24, which were years three & four of the program funding. The Stewardship Act funding became available July 1, 2022, and staff is seeking authorization from the Council for use of the remaining available funds from years three and four for a canal restoration project. The proposed agreement would be the Village's fifth under the FY 2022-23 & FY 2023-24 budget allocation.

## **Analysis:**

Using results from demonstration programs along with water quality data from the Canal Management Master Plan and the Village's updated canal water quality ranking evaluation, Village staff are pursuing moving forward with a culvert pipe restoration project within the dead-end canal system on the southern end of Lower Matecumbe Key. Staff is recommending that Stewardship Act funds be utilized to cover the partial cost of this canal restoration project in the amount of \$1,999,959.31.

The DEP [Grant] Agreement No. KG002 attached as Exhibit 1 to the attached Resolution specifies the conditions and terms under which the Village would be reimbursed for costs incurred relating to the canal restoration project as described in Attachment 3 to the Agreement (the Grant Work Plan). The Grant Work Plan, which was developed and submitted by the Village's Environmental Resources Manager and Finance Department, was further revised by FDEP staff. The attached Resolution would authorize the Village Manager to sign the grant agreement on behalf of the Village.

**Budget Impact:**

Expenditures related to this project would be accounted for in the Capital Project Fund, and the grant proceeds would be recorded as an offsetting revenue source. Based upon the estimates of costs to be reimbursed and included in the Grant Work Plan, the Village would receive up to \$1,999,959.31 in reimbursement for costs incurred from this project. This grant is expected to cover only partial construction cost of the project.

**Staff Impact:**

Finance Department staff and the Environmental Resources Manager are acting in the capacity of Grant Managers for the Grantee, and staff would be responsible for providing and submitting the documentation specified in the Grant Agreement.

**Recommendation:**

It is recommended that the Village Council pass and adopt the attached Resolution, thereby approving DEP Agreement No. KG002.

- Attachments:**
1. Resolution\_DEP Agrmt KG002 Approval
  2. Exhibit 1\_DEP Agreement KG002 unexecuted

## **RESOLUTION NO. 24-**

**A RESOLUTION OF THE VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA, APPROVING DEP AGREEMENT NO. KG002 BETWEEN THE STATE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION AND THE VILLAGE RELATED TO FLORIDA KEYS STEWARDSHIP ACT FUNDING; AUTHORIZING VILLAGE OFFICIALS TO TAKE ALL STEPS NECESSARY TO FINALIZE AND IMPLEMENT THE TERMS AND CONDITIONS OF THE AGREEMENT; AUTHORIZING THE VILLAGE MANAGER TO EXECUTE THE AGREEMENT; AND PROVIDING FOR AN EFFECTIVE DATE**

**WHEREAS**, on April 14, 2016, General Bill CS/CS/HB 447: Local Government Environmental Financing (the "Florida Keys Stewardship Act") was approved by the Governor of Florida, and became effective July 1, 2016; and

**WHEREAS**, pursuant to Chapter 2016-225, Section 6, Laws of Florida, FY 16-17, which established the Florida Keys Stewardship Act, the Florida Department of Environmental Protection ("FDEP") is administering a grant program for distribution of funds appropriated by the Florida Legislature in the State of Florida's FY 2022-2023 & 2023-2024 budgets; and

**WHEREAS**, for FY 22-23 & FY23-24, the Florida Legislature appropriated Twenty Million Dollars (\$20,000,000.00) each year in non-recurring general revenue funds towards the Florida Keys Stewardship Act; and

**WHEREAS**, Islamorada, Village of Islands (the "Village"), currently has \$1,999,959.31 remaining and available for water quality project-related cost reimbursement on projects started or for expenses incurred effective July 1, 2022; and

**WHEREAS**, FDEP and the Village desire to enter into DEP Agreement No. KG002 for distribution of FY 22-23 & 23-24 Florida Keys Stewardship Acts funds for the Lower Matecumbe Culverts Canal Restoration project; and

**WHEREAS**, the Village Council finds that it is in the best interest of the Village to approve DEP Agreement No. KG002 through which the Village would receive reimbursement for the Lower Matecumbe Culverts Canal Restoration project included in the Grant Work Plan as set forth in the Agreement attached as Exhibit "1" hereto.

**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 DEP Agreement No. KG002 between the Village and FDEP for the reimbursement of project costs, 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 or 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 Documents.** The Village Manager is hereby designated as the authorized representative to execute the Agreement, which will become a binding obligation in accordance with its terms when signed by both parties. The Village Manager is authorized to represent the Village in carrying out the Village's responsibilities under the Agreement. The Village



**STATE OF FLORIDA  
DEPARTMENT OF ENVIRONMENTAL PROTECTION  
Standard Grant Agreement**

This Agreement is entered into between the Parties named below, pursuant to section 215.971, Florida Statutes:

1. Project Title (Project): Agreement Number:

**Lower Matecumbe Canals Culvert Restoration Project**

**KG002**

2. Parties **State of Florida Department of Environmental Protection,  
3900 Commonwealth Boulevard  
Tallahassee, Florida 32399-3000** (Department)

Grantee Name: **Islamorada, Village of Islands**

Entity Type: **Local Government**

Grantee Address: **86800 Overseas Hwy., Islamorada, Florida 33070**

FEID: **65-0830851**

(Grantee)

3. Agreement Begin Date: **Upon Execution** Date of Expiration: **December 31, 2027**

4. Project Number: Project Location(s): **Lat/Long: (24.8599, -80.7258)**  
(If different from Agreement Number)

Project Description: **The Grantee will construct multiple side-by-side 4' x 4' box culverts underneath roads at strategic locations to hydrologically connect canals 150, 151, 152, 155 and 157.**

|                                                           |                                                                            |                                        |                        |
|-----------------------------------------------------------|----------------------------------------------------------------------------|----------------------------------------|------------------------|
| 5. Total Amount of Funding:<br><br><b>\$ 1,999,959.31</b> | Funding Source?                                                            | Award #s or Line-Item Appropriations:  | Amount per Source(s):  |
|                                                           | <input checked="" type="checkbox"/> State <input type="checkbox"/> Federal | <b>Keys, GAA LI 1669, FY 22-23, GR</b> | <b>\$ 132,629.41</b>   |
|                                                           | <input checked="" type="checkbox"/> State <input type="checkbox"/> Federal | <b>Keys, GAA LI 1709, FY 23-24, GR</b> | <b>\$ 1,867,329.90</b> |
|                                                           | <input type="checkbox"/> State <input type="checkbox"/> Federal            |                                        | \$                     |
|                                                           | <input type="checkbox"/> Grantee Match                                     |                                        | \$                     |
| Total Amount of Funding + Grantee Match, if any:          |                                                                            |                                        | <b>\$ 1,999,959.31</b> |

|                                                                                                                                                                                                                                                                                                |                                                                                                                                                                                                                        |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 6. Department's Grant Manager<br>Name: <b>Sarah Louissaint</b><br>or successor<br>Address: <b>Florida Dept. of Environmental Protection<br/>3900 Commonwealth Blvd., MS 3602<br/>Tallahassee, FL 32399-3000</b><br>Phone: <b>850-245-2916</b><br>Email: <b>sarah.louissaint@floridadep.gov</b> | Grantee's Grant Manager<br>Name: <b>Peter Frezza</b><br>or successor<br>Address: <b>86800 Overseas Hwy.<br/>Islamorada, Florida 33070</b><br>Phone: <b>305-664-6427</b><br>Email: <b>peter.frezza@islamorada.fl.us</b> |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

7. The Parties agree to comply with the terms and conditions of the following attachments and exhibits which are hereby incorporated by reference:

|                                                                                                                                                                                                |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <input checked="" type="checkbox"/> Attachment 1: Standard Terms and Conditions Applicable to All Grants Agreements                                                                            |
| <input checked="" type="checkbox"/> Attachment 2: Special Terms and Conditions                                                                                                                 |
| <input checked="" type="checkbox"/> Attachment 3: Grant Work Plan                                                                                                                              |
| <input checked="" type="checkbox"/> Attachment 4: Public Records Requirements                                                                                                                  |
| <input checked="" type="checkbox"/> Attachment 5: Special Audit Requirements                                                                                                                   |
| <input type="checkbox"/> Attachment 6: Program-Specific Requirements                                                                                                                           |
| <input type="checkbox"/> Attachment 7: Grant Award Terms (Federal) *Copy available at <a href="https://facts.fldfs.com">https://facts.fldfs.com</a> , in accordance with section 215.985, F.S. |
| <input type="checkbox"/> Attachment 8: Federal Regulations and Terms (Federal)                                                                                                                 |
| <input type="checkbox"/> Additional Attachments (if necessary):                                                                                                                                |
| <input checked="" type="checkbox"/> Exhibit A: Progress Report Form                                                                                                                            |
| <input type="checkbox"/> Exhibit B: Property Reporting Form                                                                                                                                    |
| <input checked="" type="checkbox"/> Exhibit C: Payment Request Summary Form                                                                                                                    |
| <input type="checkbox"/> Exhibit D: Quality Assurance Requirements                                                                                                                             |
| <input type="checkbox"/> Exhibit E: Advance Payment Terms and Interest Earned Memo                                                                                                             |
| <input type="checkbox"/> Exhibit F: Common Carrier or Contracted Carrier Attestation Form PUR1808 (State)                                                                                      |



|                                                                                       |                                                                                                                      |
|---------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------|
| <input type="checkbox"/> Exhibit H: Non-Profit Organization Compensation Form (State) |                                                                                                                      |
| <input type="checkbox"/> Exhibit I: Forced Labor Attestation Form                     |                                                                                                                      |
| <input type="checkbox"/> Additional Exhibits (if necessary):                          |                                                                                                                      |
| 8.                                                                                    | The following information applies to Federal Grants only and is identified in accordance with 2 CFR 200.331 (a) (1): |
| Federal Award Identification Number(s) (FAIN):                                        |                                                                                                                      |
| Unique Entity Identifier (UEI):                                                       |                                                                                                                      |
| Federal Award Date to Department:                                                     |                                                                                                                      |
| Federal Award Project Description:                                                    |                                                                                                                      |
| Total Federal Funds Obligated by this Agreement:                                      |                                                                                                                      |
| Federal Awarding Agency:                                                              |                                                                                                                      |
| Award R&D?                                                                            | <input type="checkbox"/> Yes <input type="checkbox"/> N/A                                                            |

**IN WITNESS WHEREOF, this Agreement shall be effective on the date indicated by the Agreement Begin Date unless another date is specified in the grant documents.**

**Islamorada, Village of Islands**

**GRANTEE**

Grantee Name

By \_\_\_\_\_  
(Authorized Signature) Date Signed

**Robert Cole, Village Manager**

Print Name and Title of Person Signing

**State of Florida Department of Environmental Protection**

**DEPARTMENT**

By \_\_\_\_\_  
Secretary or Designee Date Signed

**Angela Knecht, Director, Division of Water Restoration Assistance**

Print Name and Title of Person Signing

☒ Additional signatures attached on separate page.

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## DWRA Additional Signatures

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Sarah Louissaint, DEP Grant Manager

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Nathan Jagoda, DEP QC Reviewer

**STATE OF FLORIDA  
DEPARTMENT OF ENVIRONMENTAL PROTECTION  
STANDARD TERMS AND CONDITIONS  
APPLICABLE TO GRANT AGREEMENTS**

**ATTACHMENT 1**

**1. Entire Agreement.**

This Grant Agreement, including any Attachments and Exhibits referred to herein and/or attached hereto (Agreement), constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior agreements, whether written or oral, with respect to such subject matter. Any terms and conditions included on Grantee's forms or invoices shall be null and void.

**2. Grant Administration.**

- a. Order of Precedence. If there are conflicting provisions among the documents that make up the Agreement, the order of precedence for interpretation of the Agreement is as follows:
  - i. Standard Grant Agreement
  - ii. Attachments other than Attachment 1, in numerical order as designated in the Standard Grant Agreement
  - iii. Attachment 1, Standard Terms and Conditions
  - iv. The Exhibits in the order designated in the Standard Grant Agreement
- b. All approvals, written or verbal, and other written communication among the parties, including all notices, shall be obtained by or sent to the parties' Grant Managers. All written communication shall be by electronic mail, U.S. Mail, a courier delivery service, or delivered in person. Notices shall be considered delivered when reflected by an electronic mail read receipt, a courier service delivery receipt, other mail service delivery receipt, or when receipt is acknowledged by recipient. If the notice is delivered in multiple ways, the notice will be considered delivered at the earliest delivery time.
- c. If a different Grant Manager is designated by either party after execution of this Agreement, notice of the name and contact information of the new Grant Manager will be submitted in writing to the other party and maintained in the respective parties' records. A change of Grant Manager does not require a formal amendment or change order to the Agreement.
- d. This Agreement may be amended, through a formal amendment or a change order, only by a written agreement between both parties. A formal amendment to this Agreement is required for changes which cause any of the following:
  - (1) an increase or decrease in the Agreement funding amount;
  - (2) a change in Grantee's match requirements;
  - (3) a change in the expiration date of the Agreement; and/or
  - (4) changes to the cumulative amount of funding transfers between approved budget categories, as defined in Attachment 3, Grant Work Plan, that exceeds or is expected to exceed twenty percent (20%) of the total budget as last approved by Department.A change order to this Agreement may be used when:
  - (1) task timelines within the current authorized Agreement period change;
  - (2) the cumulative transfer of funds between approved budget categories, as defined in Attachment 3, Grant Work Plan, are less than twenty percent (20%) of the total budget as last approved by Department;
  - (3) changing the current funding source as stated in the Standard Grant Agreement; and/or
  - (4) fund transfers between budget categories for the purposes of meeting match requirements.This Agreement may be amended to provide for additional services if additional funding is made available by the Legislature.
- e. All days in this Agreement are calendar days unless otherwise specified.

**3. Agreement Duration.**

The term of the Agreement shall begin and end on the dates indicated in the Standard Grant Agreement, unless extended or terminated earlier in accordance with the applicable terms and conditions. The Grantee shall be eligible for reimbursement for work performed on or after the date of execution through the expiration date of this Agreement, unless otherwise specified in Attachment 2, Special Terms and Conditions. However, work performed prior to the execution of this Agreement may be reimbursable or used for match purposes if permitted by the Special Terms and Conditions.

**Attachment 1**

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#### **4. Deliverables.**

The Grantee agrees to render the services or other units of deliverables as set forth in Attachment 3, Grant Work Plan. The services or other units of deliverables shall be delivered in accordance with the schedule and at the pricing outlined in the Grant Work Plan. Deliverables may be comprised of activities that must be completed prior to Department making payment on that deliverable. The Grantee agrees to perform in accordance with the terms and conditions set forth in this Agreement and all attachments and exhibits incorporated by the Standard Grant Agreement.

#### **5. Performance Measures.**

The Grantee warrants that: (1) the services will be performed by qualified personnel; (2) the services will be of the kind and quality described in the Grant Work Plan; (3) the services will be performed in a professional and workmanlike manner in accordance with industry standards and practices; (4) the services shall not and do not knowingly infringe upon the intellectual property rights, or any other proprietary rights, of any third party; and (5) its employees, subcontractors, and/or subgrantees shall comply with any security and safety requirements and processes, if provided by Department, for work done at the Project Location(s). The Department reserves the right to investigate or inspect at any time to determine whether the services or qualifications offered by Grantee meet the Agreement requirements. Notwithstanding any provisions herein to the contrary, written acceptance of a particular deliverable does not foreclose Department's remedies in the event deficiencies in the deliverable cannot be readily measured at the time of delivery.

#### **6. Acceptance of Deliverables.**

- a. Acceptance Process. All deliverables must be received and accepted in writing by Department's Grant Manager before payment. The Grantee shall work diligently to correct all deficiencies in the deliverable that remain outstanding, within a reasonable time at Grantee's expense. If Department's Grant Manager does not accept the deliverables within 30 days of receipt, they will be deemed rejected.
- b. Rejection of Deliverables. The Department reserves the right to reject deliverables, as outlined in the Grant Work Plan, as incomplete, inadequate, or unacceptable due, in whole or in part, to Grantee's lack of satisfactory performance under the terms of this Agreement. The Grantee's efforts to correct the rejected deliverables will be at Grantee's sole expense. Failure to fulfill the applicable technical requirements or complete all tasks or activities in accordance with the Grant Work Plan will result in rejection of the deliverable and the associated invoice. Payment for the rejected deliverable will not be issued unless the rejected deliverable is made acceptable to Department in accordance with the Agreement requirements. The Department, at its option, may allow additional time within which Grantee may remedy the objections noted by Department. The Grantee's failure to make adequate or acceptable deliverables after a reasonable opportunity to do so shall constitute an event of default.

#### **7. Financial Consequences for Nonperformance.**

- a. Withholding Payment. In addition to the specific consequences explained in the Grant Work Plan and/or Special Terms and Conditions, the State of Florida (State) reserves the right to withhold payment when the Grantee has failed to perform/comply with provisions of this Agreement. None of the financial consequences for nonperformance in this Agreement as more fully described in the Grant Work Plan shall be considered penalties.
- b. Invoice reduction  
If Grantee does not meet a deadline for any deliverable, the Department will reduce the invoice by 1% for each day the deadline is missed, unless an extension is approved in writing by the Department.
- c. Corrective Action Plan. If Grantee fails to correct all the deficiencies in a rejected deliverable within the specified timeframe, Department may, in its sole discretion, request that a proposed Corrective Action Plan (CAP) be submitted by Grantee to Department. The Department requests that Grantee specify the outstanding deficiencies in the CAP. All CAPs must be able to be implemented and performed in no more than sixty (60) calendar days.
  - i. The Grantee shall submit a CAP within ten (10) days of the date of the written request from Department. The CAP shall be sent to the Department's Grant Manager for review and approval. Within ten (10) days of receipt of a CAP, Department shall notify Grantee in writing whether the CAP proposed has been accepted. If the CAP is not accepted, Grantee shall have ten (10) days from receipt of Department letter rejecting the proposal to submit a revised proposed CAP. Failure to obtain Department approval of a CAP as specified above may result in Department's termination of this Agreement for cause as authorized in this Agreement.
  - ii. Upon Department's notice of acceptance of a proposed CAP, Grantee shall have ten (10) days to commence implementation of the accepted plan. Acceptance of the proposed CAP by Department

#### **Attachment 1**

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does not relieve Grantee of any of its obligations under the Agreement. In the event the CAP fails to correct or eliminate performance deficiencies by Grantee, Department shall retain the right to require additional or further remedial steps, or to terminate this Agreement for failure to perform. No actions approved by Department or steps taken by Grantee shall preclude Department from subsequently asserting any deficiencies in performance. The Grantee shall continue to implement the CAP until all deficiencies are corrected. Reports on the progress of the CAP will be made to Department as requested by Department's Grant Manager.

- iii. Failure to respond to a Department request for a CAP or failure to correct a deficiency in the performance of the Agreement as specified by Department may result in termination of the Agreement.

## **8. Payment.**

- a. Payment Process. Subject to the terms and conditions established by the Agreement, the pricing per deliverable established by the Grant Work Plan, and the billing procedures established by Department, Department agrees to pay Grantee for services rendered in accordance with section 215.422, Florida Statutes (F.S.).
- b. Taxes. The Department is exempted from payment of State sales, use taxes and Federal excise taxes. The Grantee, however, shall not be exempted from paying any taxes that it is subject to, including State sales and use taxes, or for payment by Grantee to suppliers for taxes on materials used to fulfill its contractual obligations with Department. The Grantee shall not use Department's exemption number in securing such materials. The Grantee shall be responsible and liable for the payment of all its FICA/Social Security and other taxes resulting from this Agreement.
- c. Maximum Amount of Agreement. The maximum amount of compensation under this Agreement, without an amendment, is described in the Standard Grant Agreement. Any additional funds necessary for the completion of this Project are the responsibility of Grantee.
- d. Reimbursement for Costs. The Grantee shall be paid on a cost reimbursement basis for all eligible Project costs upon the completion, submittal, and approval of each deliverable identified in the Grant Work Plan. Reimbursement shall be requested on Exhibit C, Payment Request Summary Form. To be eligible for reimbursement, costs must be in compliance with laws, rules, and regulations applicable to expenditures of State funds, including, but not limited to, the Reference Guide for State Expenditures, which can be accessed at the following web address: <https://www.myfloridacfo.com/docs-sf/accounting-and-auditing-libraries/state-agencies/reference-guide-for-state-expenditures.pdf>.
- e. Rural Communities and Rural Areas of Opportunity. If Grantee is a county or municipality that qualifies as a "rural community" or "rural area of opportunity" (RAO) as defined in subsection 288.0656(2), F.S., such Grantee may request from the Department that all invoice payments under this Agreement be directed to the relevant county or municipality or to the RAO itself. The Department will agree to Grantee's request if:
  - i. Grantee demonstrates that it is a county or municipality that qualifies as a "rural community" or "rural area of opportunity" under subsection 288.0656(2), F.S.;
  - ii. Grantee demonstrates current financial hardship using one (1) or more of the "economic distress" factors defined in subsection 288.0656(2)(c), F.S.;
  - iii. Grantee's performance has been verified by the Department, which has determined that Grantee is eligible for invoice payments and that Grantee's performance has been completed in accordance with this Agreement's terms and conditions; and
  - iv. Applicable federal and state law(s), rule(s) and regulation(s) allow for such payments.

This subsection may not be construed to alter or limit any other applicable provisions of federal or state law, rule, or regulation. A current list of Florida's designated RAOs can be accessed at the following web address: <https://floridajobs.org/community-planning-and-development/rural-community-programs/rural-areas-of-opportunity>.
- f. Invoice Detail. All charges for services rendered or for reimbursement of expenses authorized by Department pursuant to the Grant Work Plan shall be submitted to Department in sufficient detail for a proper pre-audit and post-audit to be performed. The Grantee shall only invoice Department for deliverables that are completed in accordance with the Grant Work Plan.
- g. State Funds Documentation. Pursuant to section 216.1366, F.S., if Contractor meets the definition of a non-profit organization under section 215.97(2)(m), F.S., Contractor must provide the Department with documentation that indicates the amount of state funds:
  - i. Allocated to be used during the full term of the contract or agreement for remuneration to any member of the board of directors or an officer of Contractor.

## **Attachment 1**

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- ii. Allocated under each payment by the public agency to be used for remuneration of any member of the board of directors or an officer of the Contractor.

The documentation must indicate the amounts and recipients of the remuneration. Such information must be posted on the State's the contract tracking system and maintained pursuant to section 215.985, F.S., and must be posted on the Contractor's website, if Contractor maintains a website.

- h. Interim Payments. Interim payments may be made by Department, at its discretion, if the completion of deliverables to date have first been accepted in writing by Department's Grant Manager.
- i. Final Payment Request. A final payment request should be submitted to Department no later than sixty (60) days following the expiration date of the Agreement to ensure the availability of funds for payment. However, all work performed pursuant to the Grant Work Plan must be performed on or before the expiration date of the Agreement.
- j. Annual Appropriation Contingency. The State's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. This Agreement is not a commitment of future appropriations. Authorization for continuation and completion of work and any associated payments may be rescinded, with proper notice, at the discretion of Department if the Legislature reduces or eliminates appropriations.
- k. Interest Rates. All interest rates charged under the Agreement shall be calculated on the prevailing rate used by the State Board of Administration. To obtain the applicable interest rate, please refer to: <https://www.myfloridacfo.com/division/aa/local-governments/judgement-interest-rates>.
- l. Refund of Payments to the Department. Any balance of unobligated funds that have been advanced or paid must be refunded to Department. Any funds paid in excess of the amount to which Grantee or subgrantee is entitled under the terms of the Agreement must be refunded to Department. If this Agreement is funded with federal funds and the Department is required to refund the federal government, the Grantee shall refund the Department its share of those funds.

#### **9. Documentation Required for Cost Reimbursement Grant Agreements and Match.**

If Cost Reimbursement or Match is authorized in Attachment 2, Special Terms and Conditions, the following conditions apply. Supporting documentation must be provided to substantiate cost reimbursement or match requirements for the following budget categories:

- a. Salary/Wages. Grantee shall list personnel involved, position classification, direct salary rates, and hours spent on the Project in accordance with Attachment 3, Grant Work Plan in their documentation for reimbursement or match requirements.
- b. Overhead/Indirect/General and Administrative Costs. If Grantee is being reimbursed for or claiming match for multipliers, all multipliers used (i.e., fringe benefits, overhead, indirect, and/or general and administrative rates) shall be supported by audit. If Department determines that multipliers charged by Grantee exceeded the rates supported by audit, Grantee shall be required to reimburse such funds to Department within thirty (30) days of written notification. Interest shall be charged on the excessive rate.
- c. Contractual Costs (Subcontractors). Match or reimbursement requests for payments to subcontractors must be substantiated by copies of invoices with backup documentation identical to that required from Grantee. Subcontracts which involve payments for direct salaries shall clearly identify the personnel involved, salary rate per hour, and hours spent on the Project. All eligible multipliers used (i.e., fringe benefits, overhead, indirect, and/or general and administrative rates) shall be supported by audit. If Department determines that multipliers charged by any subcontractor exceeded the rates supported by audit, Grantee shall be required to reimburse such funds to Department within thirty (30) days of written notification. Interest shall be charged on the excessive rate. Nonconsumable and/or nonexpendable personal property or equipment costing \$5,000 or more purchased for the Project under a subcontract is subject to the requirements set forth in chapters 273 and/or 274, F.S., and Chapter 69I-72, Florida Administrative Code (F.A.C.) and/or Chapter 69I-73, F.A.C., as applicable. The Grantee shall be responsible for maintaining appropriate property records for any subcontracts that include the purchase of equipment as part of the delivery of services. The Grantee shall comply with this requirement and ensure its subcontracts issued under this Agreement, if any, impose this requirement, in writing, on its subcontractors.
  - i. For fixed-price (vendor) subcontracts, the following provisions shall apply: The Grantee may award, on a competitive basis, fixed-price subcontracts to consultants/contractors in performing the work described in Attachment 3, Grant Work Plan. Invoices submitted to Department for fixed-price subcontracted activities shall be supported with a copy of the subcontractor's invoice and a copy of the tabulation form for the competitive procurement process (e.g., Invitation to Bid, Request for Proposals, or other similar competitive procurement document) resulting in the fixed-price

#### **Attachment 1**

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- subcontract. The Grantee may request approval from Department to award a fixed-price subcontract resulting from procurement methods other than those identified above. In this instance, Grantee shall request the advance written approval from Department's Grant Manager of the fixed price negotiated by Grantee. The letter of request shall be supported by a detailed budget and Scope of Services to be performed by the subcontractor. Upon receipt of Department Grant Manager's approval of the fixed-price amount, Grantee may proceed in finalizing the fixed-price subcontract.
- ii. If the procurement is subject to the Consultant's Competitive Negotiation Act under section 287.055, F.S. or the Brooks Act, Grantee must provide documentation clearly evidencing it has complied with the statutory or federal requirements.
  - d. Travel. All requests for match or reimbursement of travel expenses shall be in accordance with section 112.061, F.S.
  - e. Direct Purchase Equipment. For the purposes of this Agreement, Equipment is defined as capital outlay costing \$5,000 or more. Match or reimbursement for Grantee's direct purchase of equipment is subject to specific approval of Department, and does not include any equipment purchased under the delivery of services to be completed by a subcontractor. Include copies of invoices or receipts to document purchases, and a properly completed Exhibit B, Property Reporting Form.
  - f. Rental/Lease of Equipment. Match or reimbursement requests for rental/lease of equipment must include copies of invoices or receipts to document charges.
  - g. Miscellaneous/Other Expenses. If miscellaneous or other expenses, such as materials, supplies, non-excluded phone expenses, reproduction, or mailing, are reimbursable or available for match or reimbursement under the terms of this Agreement, the documentation supporting these expenses must be itemized and include copies of receipts or invoices. Additionally, independent of Grantee's contract obligations to its subcontractor, Department shall not reimburse any of the following types of charges: cell phone usage; attorney's fees or court costs; civil or administrative penalties; or handling fees, such as set percent overages associated with purchasing supplies or equipment.
  - h. Land Acquisition. Reimbursement for the costs associated with acquiring interest and/or rights to real property (including access rights through ingress/egress easements, leases, license agreements, or other site access agreements; and/or obtaining record title ownership of real property through purchase) must be supported by the following, as applicable: Copies of Property Appraisals, Environmental Site Assessments, Surveys and Legal Descriptions, Boundary Maps, Acreage Certification, Title Search Reports, Title Insurance, Closing Statements/Documents, Deeds, Leases, Easements, License Agreements, or other legal instrument documenting acquired property interest and/or rights. If land acquisition costs are used to meet match requirements, Grantee agrees that those funds shall not be used as match for any other Agreement supported by State or Federal funds.

#### **10. Status Reports.**

The Grantee shall submit status reports quarterly, unless otherwise specified in the Attachments, on Exhibit A, Progress Report Form, to Department's Grant Manager describing the work performed during the reporting period, problems encountered, problem resolutions, scheduled updates, and proposed work for the next reporting period. Quarterly status reports are due no later than twenty (20) days following the completion of the quarterly reporting period. For the purposes of this reporting requirement, the quarterly reporting periods end on March 31, June 30, September 30 and December 31. The Department will review the required reports submitted by Grantee within thirty (30) days.

#### **11. Retainage.**

The following provisions apply if Department withholds retainage under this Agreement:

- a. The Department reserves the right to establish the amount and application of retainage on the work performed under this Agreement up to the maximum percentage described in Attachment 2, Special Terms and Conditions. Retainage may be withheld from each payment to Grantee pending satisfactory completion of work and approval of all deliverables.
- b. If Grantee fails to perform the requested work or fails to perform the work in a satisfactory manner, Grantee shall forfeit its right to payment of the retainage associated with the work. Failure to perform includes, but is not limited to, failure to submit the required deliverables or failure to provide adequate documentation that the work was actually performed. The Department shall provide written notification to Grantee of the failure to perform that shall result in retainage forfeiture. If the Grantee does not correct the failure to perform within the timeframe stated in Department's notice, the retainage will be forfeited to Department.
- c. No retainage shall be released or paid for incomplete work while this Agreement is suspended.

#### **Attachment 1**

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- d. Except as otherwise provided above, Grantee shall be paid the retainage associated with the work, provided Grantee has completed the work and submits an invoice for retainage held in accordance with the invoicing procedures under this Agreement.

## **12. Insurance.**

- a. Insurance Requirements for Sub-Grantees and/or Subcontractors. The Grantee shall require its sub-grantees and/or subcontractors, if any, to maintain insurance coverage of such types and with such terms and limits as described in this Agreement. The Grantee shall require all its sub-grantees and/or subcontractors, if any, to make compliance with the insurance requirements of this Agreement a condition of all contracts that are related to this Agreement. Sub-grantees and/or subcontractors must provide proof of insurance upon request.
- b. Deductibles. The Department shall be exempt from, and in no way liable for, any sums of money representing a deductible in any insurance policy. The payment of such deductible shall be the sole responsibility of the Grantee providing such insurance.
- c. Proof of Insurance. Upon execution of this Agreement, Grantee shall provide Department documentation demonstrating the existence and amount for each type of applicable insurance coverage *prior to* performance of any work under this Agreement. Upon receipt of written request from Department, Grantee shall furnish Department with proof of applicable insurance coverage by standard form certificates of insurance, a self-insured authorization, or other certification of self-insurance.
- d. Duty to Maintain Coverage. In the event that any applicable coverage is cancelled by the insurer for any reason, or if Grantee cannot get adequate coverage, Grantee shall immediately notify Department of such cancellation and shall obtain adequate replacement coverage conforming to the requirements herein and provide proof of such replacement coverage within ten (10) days after the cancellation of coverage.
- e. Insurance Trust. If the Grantee's insurance is provided through an insurance trust, the Grantee shall instead add the Department of Environmental Protection, its employees, and officers as an additional covered party everywhere the Agreement requires them to be added as an additional insured.

## **13. Termination.**

- a. Termination for Convenience. When it is in the State's best interest, Department may, at its sole discretion, terminate the Agreement in whole or in part by giving 30 days' written notice to Grantee. The Department shall notify Grantee of the termination for convenience with instructions as to the effective date of termination or the specific stage of work at which the Agreement is to be terminated. The Grantee must submit all invoices for work to be paid under this Agreement within thirty (30) days of the effective date of termination. The Department shall not pay any invoices received after thirty (30) days of the effective date of termination.
- b. Termination for Cause. The Department may terminate this Agreement if any of the events of default described in the Events of Default provisions below occur or in the event that Grantee fails to fulfill any of its other obligations under this Agreement. If, after termination, it is determined that Grantee was not in default, or that the default was excusable, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of Department. The rights and remedies of Department in this clause are in addition to any other rights and remedies provided by law or under this Agreement.
- c. Grantee Obligations upon Notice of Termination. After receipt of a notice of termination or partial termination unless as otherwise directed by Department, Grantee shall not furnish any service or deliverable on the date, and to the extent specified, in the notice. However, Grantee shall continue work on any portion of the Agreement not terminated. If the Agreement is terminated before performance is completed, Grantee shall be paid only for that work satisfactorily performed for which costs can be substantiated. The Grantee shall not be entitled to recover any cancellation charges or lost profits.
- d. Continuation of Prepaid Services. If Department has paid for any services prior to the expiration, cancellation, or termination of the Agreement, Grantee shall continue to provide Department with those services for which it has already been paid or, at Department's discretion, Grantee shall provide a refund for services that have been paid for but not rendered.
- e. Transition of Services Upon Termination, Expiration, or Cancellation of the Agreement. If services provided under the Agreement are being transitioned to another provider(s), Grantee shall assist in the smooth transition of Agreement services to the subsequent provider(s). This requirement is at a minimum an affirmative obligation to cooperate with the new provider(s), however additional requirements may be outlined in the Grant Work Plan. The Grantee shall not perform any services after Agreement expiration or termination, except as necessary to complete the transition or continued portion of the Agreement, if any.

## **14. Notice of Default.**

If Grantee defaults in the performance of any covenant or obligation contained in the Agreement, including, any of the events of default, Department shall provide notice to Grantee and an opportunity to cure that is reasonable under the circumstances. This notice shall state the nature of the failure to perform and provide a time certain for correcting the failure. The notice will also provide that, should the Grantee fail to perform within the time provided, Grantee will be found in default, and Department may terminate the Agreement effective as of the date of receipt of the default notice.

#### **15. Events of Default.**

Provided such failure is not the fault of Department or outside the reasonable control of Grantee, the following non-exclusive list of events, acts, or omissions, shall constitute events of default:

- a. The commitment of any material breach of this Agreement by Grantee, including failure to timely deliver a material deliverable, failure to perform the minimal level of services required for a deliverable, discontinuance of the performance of the work, failure to resume work that has been discontinued within a reasonable time after notice to do so, or abandonment of the Agreement;
- b. The commitment of any material misrepresentation or omission in any materials, or discovery by the Department of such, made by the Grantee in this Agreement or in its application for funding;
- c. Failure to submit any of the reports required by this Agreement or having submitted any report with incorrect, incomplete, or insufficient information;
- d. Failure to honor any term of the Agreement;
- e. Failure to abide by any statutory, regulatory, or licensing requirement, including an entry of an order revoking the certificate of authority granted to the Grantee by a state or other licensing authority;
- f. Failure to pay any and all entities, individuals, and furnishing labor or materials, or failure to make payment to any other entities as required by this Agreement;
- g. Employment of an unauthorized alien in the performance of the work, in violation of Section 274 (A) of the Immigration and Nationality Act;
- h. Failure to maintain the insurance required by this Agreement;
- i. One or more of the following circumstances, uncorrected for more than thirty (30) days unless, within the specified 30-day period, Grantee (including its receiver or trustee in bankruptcy) provides to Department adequate assurances, reasonably acceptable to Department, of its continuing ability and willingness to fulfill its obligations under the Agreement:
  - i. Entry of an order for relief under Title 11 of the United States Code;
  - ii. The making by Grantee of a general assignment for the benefit of creditors;
  - iii. The appointment of a general receiver or trustee in bankruptcy of Grantee's business or property; and/or
  - iv. An action by Grantee under any state insolvency or similar law for the purpose of its bankruptcy, reorganization, or liquidation.

#### **16. Suspension of Work.**

The Department may, in its sole discretion, suspend any or all activities under the Agreement, at any time, when it is in the best interest of the State to do so. The Department shall provide Grantee written notice outlining the particulars of suspension. Examples of reasons for suspension include, but are not limited to, budgetary constraints, declaration of emergency, or other such circumstances. After receiving a suspension notice, Grantee shall comply with the notice. Within 90 days, or any longer period agreed to by the parties, Department shall either: (1) issue a notice authorizing resumption of work, at which time activity shall resume; or (2) terminate the Agreement. If the Agreement is terminated after 30 days of suspension, the notice of suspension shall be deemed to satisfy the thirty (30) days' notice required for a notice of termination for convenience. Suspension of work shall not entitle Grantee to any additional compensation.

#### **17. Force Majeure.**

The Grantee shall not be responsible for delay resulting from its failure to perform if neither the fault nor the negligence of Grantee or its employees or agents contributed to the delay and the delay is due directly to acts of God, wars, acts of public enemies, strikes, fires, floods, or other similar cause wholly beyond Grantee's control, or for any of the foregoing that affect subcontractors or suppliers if no alternate source of supply is available to Grantee. In case of any delay Grantee believes is excusable, Grantee shall notify Department in writing of the delay or potential delay and describe the cause of the delay either (1) within ten days after the cause that creates or will create the delay first arose, if Grantee could reasonably foresee that a delay could occur as a result; or (2) if delay is not reasonably foreseeable, within five days after the date Grantee first had reason to believe that a delay could result. **THE FOREGOING SHALL CONSTITUTE THE GRANTEE'S SOLE REMEDY OR EXCUSE WITH RESPECT**

#### **Attachment 1**

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**TO DELAY.** Providing notice in strict accordance with this paragraph is a condition precedent to such remedy. No claim for damages, other than for an extension of time, shall be asserted against Department. The Grantee shall not be entitled to an increase in the Agreement price or payment of any kind from Department for direct, indirect, consequential, impact or other costs, expenses or damages, including but not limited to costs of acceleration or inefficiency, arising because of delay, disruption, interference, or hindrance from any cause whatsoever. If performance is suspended or delayed, in whole or in part, due to any of the causes described in this paragraph, after the causes have ceased to exist Grantee shall perform at no increased cost, unless Department determines, in its sole discretion, that the delay will significantly impair the value of the Agreement to Department, in which case Department may: (1) accept allocated performance or deliveries from Grantee, provided that Grantee grants preferential treatment to Department with respect to products subjected to allocation; (2) contract with other sources (without recourse to and by Grantee for the related costs and expenses) to replace all or part of the products or services that are the subject of the delay, which purchases may be deducted from the Agreement quantity; or (3) terminate Agreement in whole or in part.

**18. Indemnification.**

- a. The Grantee shall be fully liable for the actions of its agents, employees, partners, or subcontractors and shall fully indemnify, defend, and hold harmless Department and its officers, agents, and employees, from suits, actions, damages, and costs of every name and description arising from or relating to:
  - i. personal injury and damage to real or personal tangible property alleged to be caused in whole or in part by Grantee, its agents, employees, partners, or subcontractors; provided, however, that Grantee shall not indemnify for that portion of any loss or damages proximately caused by the negligent act or omission of Department;
  - ii. the Grantee's breach of this Agreement or the negligent acts or omissions of Grantee.
- b. The Grantee's obligations under the preceding paragraph with respect to any legal action are contingent upon Department giving Grantee: (1) written notice of any action or threatened action; (2) the opportunity to take over and settle or defend any such action at Grantee's sole expense; and (3) assistance in defending the action at Grantee's sole expense. The Grantee shall not be liable for any cost, expense, or compromise incurred or made by Department in any legal action without Grantee's prior written consent, which shall not be unreasonably withheld.
- c. Notwithstanding sections a. and b. above, the following is the sole indemnification provision that applies to Grantees that are governmental entities: Each party hereto agrees that it shall be solely responsible for the negligent or wrongful acts of its employees and agents. However, nothing contained herein shall constitute a waiver by either party of its sovereign immunity or the provisions of section 768.28, F.S. Further, nothing herein shall be construed as consent by a state agency or subdivision of the State to be sued by third parties in any matter arising out of any contract or this Agreement.
- d. No provision in this Agreement shall require Department to hold harmless or indemnify Grantee, insure or assume liability for Grantee's negligence, waive Department's sovereign immunity under the laws of Florida, or otherwise impose liability on Department for which it would not otherwise be responsible. Any provision, implication or suggestion to the contrary is null and void.

**19. Limitation of Liability.**

The Department's liability for any claim arising from this Agreement is limited to compensatory damages in an amount no greater than the sum of the unpaid balance of compensation due for goods or services rendered pursuant to and in compliance with the terms of the Agreement. Such liability is further limited to a cap of \$100,000.

**20. Remedies.**

Nothing in this Agreement shall be construed to make Grantee liable for force majeure events. Nothing in this Agreement, including financial consequences for nonperformance, shall limit Department's right to pursue its remedies for other types of damages under the Agreement, at law or in equity. The Department may, in addition to other remedies available to it, at law or in equity and upon notice to Grantee, retain such monies from amounts due Grantee as may be necessary to satisfy any claim for damages, penalties, costs and the like asserted by or against it.

**21. Waiver.**

The delay or failure by Department to exercise or enforce any of its rights under this Agreement shall not constitute or be deemed a waiver of Department's right thereafter to enforce those rights, nor shall any single or partial exercise of any such right preclude any other or further exercise thereof or the exercise of any other right.

**22. Statutory Notices Relating to Unauthorized Employment and Subcontracts.**

- a. The Department shall consider the employment by any Grantee of unauthorized aliens a violation of Section 274A(e) of the Immigration and Nationality Act. If Grantee/subcontractor knowingly employs unauthorized

aliens, such violation shall be cause for unilateral cancellation of this Agreement. The Grantee shall be responsible for including this provision in all subcontracts with private organizations issued as a result of this Agreement.

- b. Pursuant to sections 287.133, 287.134, and 287.137 F.S., the following restrictions apply to persons placed on the convicted vendor list, discriminatory vendor list, or the antitrust violator vendor list:
  - i. Public Entity Crime. 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, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a Grantee, 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, F.S., for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.
  - ii. Discriminatory Vendors. An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies 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.
  - iii. Antitrust Violator Vendors. A person or an affiliate who has been placed on the antitrust violator vendor list following a conviction or being held civilly liable for an antitrust violation may not submit a bid, proposal, or reply on any contract to provide any good or services to a public entity; may not submit a bid, proposal, or reply on any contract with a public entity for the construction or repair of a public building or public work; may not submit a bid, proposal, or reply on leases of real property to a public entity; may not be awarded or perform work as a Grantee, supplier, subcontractor, or consultant under a contract with a public entity; and may not transact new business with a public entity.
  - iv. Notification. The Grantee shall notify Department if it or any of its suppliers, subcontractors, or consultants have been placed on the convicted vendor list, the discriminatory vendor list, or antitrust violator vendor list during the life of the Agreement. The Florida Department of Management Services is responsible for maintaining the discriminatory vendor list and the antitrust violator vendor list and posts the list on its website. Questions regarding the discriminatory vendor list or antitrust violator vendor list may be directed to the Florida Department of Management Services, Office of Supplier Diversity, at (850) 487-0915.

**23. Compliance with Federal, State and Local Laws.**

- a. The Grantee and all its agents shall comply with all federal, state and local regulations, including, but not limited to, nondiscrimination, wages, social security, workers' compensation, licenses, and registration requirements. The Grantee shall include this provision in all subcontracts issued as a result of this Agreement.
- b. No person, on the grounds of race, creed, color, religion, national origin, age, gender, or disability, shall be excluded from participation in; be denied the proceeds or benefits of; or be otherwise subjected to discrimination in performance of this Agreement.
- c. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida.
- d. Any dispute concerning performance of the Agreement shall be processed as described herein. Jurisdiction for any damages arising under the terms of the Agreement will be in the courts of the State, and venue will be in the Second Judicial Circuit, in and for Leon County. Except as otherwise provided by law, the parties agree to be responsible for their own attorney fees incurred in connection with disputes arising under the terms of this Agreement.

**24. Build America, Buy America Act (BABA) - Infrastructure Projects with Federal Funding.**

**This provision does not apply to Agreements that are wholly funded by Coronavirus State and Local Fiscal Recovery Funds under the American Rescue Plan Act. Also, this provision does not apply where there is a valid waiver in place. However, the provision may apply to funds expended before the waiver or after expiration of the waiver.**



If applicable, Recipients or Subrecipients of an award of Federal financial assistance from a program for infrastructure are required to comply with the Build America, Buy America Act (BABA), including the following provisions:

- a. All iron and steel used in the project are produced in the United States--this means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States;
- b. All manufactured products used in the project are produced in the United States--this means the manufactured product was manufactured in the United States; and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation; and
- c. All construction materials are manufactured in the United States--this means that all manufacturing processes for the construction material occurred in the United States.

The Buy America preference only applies to articles, materials, and supplies that are consumed in, incorporated into, or affixed to an infrastructure project. As such, it does not apply to tools, equipment, and supplies, such as temporary scaffolding, brought to the construction site and removed at or before the completion of the infrastructure project. Nor does a Buy America preference apply to equipment and furnishings, such as movable chairs, desks, and portable computer equipment, that are used at or within the finished infrastructure project but are not an integral part of the structure or permanently affixed to the infrastructure project.

## **25. Investing in America**

Grantees of an award for construction projects in whole or in part by the Bipartisan Infrastructure Law or the Inflation Reduction Act, including the following provision:

- a. Signage Requirements
  - a. Investing in America Emblem: The recipient will ensure that a sign is placed at construction sites supported in whole or in part by this award displaying the official Investing in America emblem and must identify the project as a “project funded by President Biden’s Bipartisan Infrastructure Law” or “project funded by President Biden’s Inflation Reduction Act” as applicable. The sign must be placed at construction sites in an easily visible location that can be directly linked to the work taking place and must be maintained in good condition throughout the construction period.

The recipient will ensure compliance with the guidelines and design specifications provided by EPA for using the official Investing in America emblem available at: <https://www.epa.gov/invest/investing-america-signage>.
  - b. Procuring Signs: Consistent with section 6002 of RCRA, 42 U.S.C. 6962, and 2 CFR 200.323, recipients are encouraged to use recycled or recovered materials when procuring signs. Signage costs are considered an allowable cost under this assistance agreement provided that the costs associated with signage are reasonable. Additionally, to increase public awareness of projects serving communities where English is not the predominant language, recipients are encouraged to translate the language on signs (excluding the official Investing in America emblem or EPA logo or seal) into the appropriate non-English language(s). The costs of such translation are allowable, provided the costs are reasonable.

## **26. Scrutinized Companies.**

- a. Grantee certifies that it is not on the Scrutinized Companies that Boycott Israel List or engaged in a boycott of Israel. Pursuant to section 287.135, F.S., the Department may immediately terminate this Agreement at its sole option if the Grantee is found to have submitted a false certification; or if the Grantee is 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, the Grantee certifies that it is 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 Department may immediately terminate this Agreement at its sole option if the Grantee is found to have submitted a false certification; or if the Grantee is 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.

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- c. As provided in subsection 287.135(8), F.S., if federal law ceases to authorize these contracting prohibitions, then they shall become inoperative.

## **27. Lobbying and Integrity.**

The Grantee agrees that no funds received by it under this Agreement will be expended for the purpose of lobbying the Legislature or a State agency pursuant to section 216.347, F.S., except that pursuant to the requirements of section 287.058(6), F.S., during the term of any executed agreement between Grantee and the State, Grantee may lobby the executive or legislative branch concerning the scope of services, performance, term, or compensation regarding that agreement. The Grantee shall comply with sections 11.062 and 216.347, F.S.

## **28. Record Keeping.**

The Grantee shall maintain books, records and documents directly pertinent to performance under this Agreement in accordance with United States generally accepted accounting principles (US GAAP) consistently applied. The Department, the State, or their authorized representatives shall have access to such records for audit purposes during the term of this Agreement and for five (5) years following the completion date or termination of the Agreement. In the event that any work is subcontracted, Grantee shall similarly require each subcontractor to maintain and allow access to such records for audit purposes. Upon request of Department's Inspector General, or other authorized State official, Grantee shall provide any type of information the Inspector General deems relevant to Grantee's integrity or responsibility. Such information may include, but shall not be limited to, Grantee's business or financial records, documents, or files of any type or form that refer to or relate to Agreement. The Grantee shall retain such records for the longer of: (1) three years after the expiration of the Agreement; or (2) the period required by the General Records Schedules maintained by the Florida Department of State (available at: <http://dos.myflorida.com/library-archives/records-management/general-records-schedules/>).

## **29. Audits.**

- a. Inspector General. The Grantee understands its duty, pursuant to section 20.055(5), F.S., to cooperate with the inspector general in any investigation, audit, inspection, review, or hearing. The Grantee will comply with this duty and ensure that its sub-grantees and/or subcontractors issued under this Agreement, if any, impose this requirement, in writing, on its sub-grantees and/or subcontractors, respectively.
- b. Physical Access and Inspection. Department personnel shall be given access to and may observe and inspect work being performed under this Agreement, with reasonable notice and during normal business hours, including by any of the following methods:
  - i. Grantee shall provide access to any location or facility on which Grantee is performing work, or storing or staging equipment, materials or documents;
  - ii. Grantee shall permit inspection of any facility, equipment, practices, or operations required in performance of any work pursuant to this Agreement; and,
  - iii. Grantee shall allow and facilitate sampling and monitoring of any substances, soils, materials or parameters at any location reasonable or necessary to assure compliance with any work or legal requirements pursuant to this Agreement.
- c. Special Audit Requirements. The Grantee shall comply with the applicable provisions contained in Attachment 5, Special Audit Requirements. Each amendment that authorizes a funding increase or decrease shall include an updated copy of Exhibit 1, to Attachment 5. If Department fails to provide an updated copy of Exhibit 1 to include in each amendment that authorizes a funding increase or decrease, Grantee shall request one from the Department's Grants Manager. The Grantee shall consider the type of financial assistance (federal and/or state) identified in Attachment 5, Exhibit 1 and determine whether the terms of Federal and/or Florida Single Audit Act Requirements may further apply to lower tier transactions that may be a result of this Agreement. For federal financial assistance, Grantee shall utilize the guidance provided under 2 CFR §200.331 for determining whether the relationship represents that of a subrecipient or vendor. For State financial assistance, Grantee shall utilize the form entitled "Checklist for Nonstate Organizations Recipient/Subrecipient vs Vendor Determination" (form number DFS-A2-NS) that can be found under the "Links/Forms" section appearing at the following website: <https://apps.fldfs.com/fsaa>.
- d. Proof of Transactions. In addition to documentation provided to support cost reimbursement as described herein, Department may periodically request additional proof of a transaction to evaluate the appropriateness of costs to the Agreement pursuant to State guidelines (including cost allocation guidelines) and federal, if applicable. Allowable costs and uniform administrative requirements for federal programs can be found under 2 CFR 200. The Department may also request a cost allocation plan in support of its multipliers (overhead, indirect, general administrative costs, and fringe benefits). The Grantee must provide the additional proof within thirty (30) days of such request.

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- e. **No Commingling of Funds.** The accounting systems for all Grantees must ensure that these funds are not commingled with funds from other agencies. Funds from each agency must be accounted for separately. Grantees are prohibited from commingling funds on either a program-by-program or a project-by-project basis. Funds specifically budgeted and/or received for one project may not be used to support another project. Where a Grantee's, or subrecipient's, accounting system cannot comply with this requirement, Grantee, or subrecipient, shall establish a system to provide adequate fund accountability for each project it has been awarded.
- i. If Department finds that these funds have been commingled, Department shall have the right to demand a refund, either in whole or in part, of the funds provided to Grantee under this Agreement for non-compliance with the material terms of this Agreement. The Grantee, upon such written notification from Department shall refund, and shall forthwith pay to Department, the amount of money demanded by Department. Interest on any refund shall be calculated based on the prevailing rate used by the State Board of Administration. Interest shall be calculated from the date(s) the original payment(s) are received from Department by Grantee to the date repayment is made by Grantee to Department.
  - ii. In the event that the Grantee recovers costs, incurred under this Agreement and reimbursed by Department, from another source(s), Grantee shall reimburse Department for all recovered funds originally provided under this Agreement and interest shall be charged for those recovered costs as calculated on from the date(s) the payment(s) are recovered by Grantee to the date repayment is made to Department.
  - iii. Notwithstanding the requirements of this section, the above restrictions on commingling funds do not apply to agreements where payments are made purely on a cost reimbursement basis.

**30. Conflict of Interest.**

The Grantee covenants that it presently has no interest and shall not acquire any interest which would conflict in any manner or degree with the performance of services required.

**31. Independent Contractor.**

The Grantee is an independent contractor and is not an employee or agent of Department.

**32. Subcontracting.**

- a. Unless otherwise specified in the Special Terms and Conditions, all services contracted for are to be performed solely by Grantee.
- b. The Department may, for cause, require the replacement of any Grantee employee, subcontractor, or agent. For cause, includes, but is not limited to, technical or training qualifications, quality of work, change in security status, or non-compliance with an applicable Department policy or other requirement.
- c. The Department may, for cause, deny access to Department's secure information or any facility by any Grantee employee, subcontractor, or agent.
- d. The Department's actions under paragraphs b. or c. shall not relieve Grantee of its obligation to perform all work in compliance with the Agreement. The Grantee shall be responsible for the payment of all monies due under any subcontract. The Department shall not be liable to any subcontractor for any expenses or liabilities incurred under any subcontract and Grantee shall be solely liable to the subcontractor for all expenses and liabilities incurred under any subcontract.
- e. The Department will not deny Grantee's employees, subcontractors, or agents access to meetings within the Department's facilities, unless the basis of Department's denial is safety or security considerations.
- f. The Department supports diversity in its procurement program and requests that all subcontracting opportunities afforded by this Agreement embrace diversity enthusiastically. The award of subcontracts should reflect the full diversity of the citizens of the State. A list of minority-owned firms that could be offered subcontracting opportunities may be obtained by contacting the Office of Supplier Diversity at (850) 487-0915.
- g. The Grantee shall not be liable for any excess costs for a failure to perform, if the failure to perform is caused by the default of a subcontractor at any tier, and if the cause of the default is completely beyond the control of both Grantee and the subcontractor(s), and without the fault or negligence of either, unless the subcontracted products or services were obtainable from other sources in sufficient time for Grantee to meet the required delivery schedule.

**33. Guarantee of Parent Company.**

If Grantee is a subsidiary of another corporation or other business entity, Grantee asserts that its parent company will guarantee all of the obligations of Grantee for purposes of fulfilling the obligations of Agreement. In the event Grantee is sold during the period the Agreement is in effect, Grantee agrees that it will be a requirement of sale that the new parent company guarantee all of the obligations of Grantee.

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**34. Survival.**

The respective obligations of the parties, which by their nature would continue beyond the termination or expiration of this Agreement, including without limitation, the obligations regarding confidentiality, proprietary interests, and public records, shall survive termination, cancellation, or expiration of this Agreement.

**35. Third Parties.**

The Department shall not be deemed to assume any liability for the acts, failures to act or negligence of Grantee, its agents, servants, and employees, nor shall Grantee disclaim its own negligence to Department or any third party. This Agreement does not and is not intended to confer any rights or remedies upon any person other than the parties. If Department consents to a subcontract, Grantee will specifically disclose that this Agreement does not create any third-party rights. Further, no third parties shall rely upon any of the rights and obligations created under this Agreement.

**36. Severability.**

If a court of competent jurisdiction deems any term or condition herein void or unenforceable, the other provisions are severable to that void provision, and shall remain in full force and effect.

**37. Grantee's Employees, Subcontractors and Agents.**

All Grantee employees, subcontractors, or agents performing work under the Agreement shall be properly trained technicians who meet or exceed any specified training qualifications. Upon request, Grantee shall furnish a copy of technical certification or other proof of qualification. All employees, subcontractors, or agents performing work under Agreement must comply with all security and administrative requirements of Department and shall comply with all controlling laws and regulations relevant to the services they are providing under the Agreement.

**38. Assignment.**

The Grantee shall not sell, assign, or transfer any of its rights, duties, or obligations under the Agreement, or under any purchase order issued pursuant to the Agreement, without the prior written consent of Department. In the event of any assignment, Grantee remains secondarily liable for performance of the Agreement, unless Department expressly waives such secondary liability. The Department may assign the Agreement with prior written notice to Grantee of its intent to do so.

**39. Compensation Report.**

If this Agreement is a sole-source, public-private agreement or if the Grantee, through this agreement with the State, annually receive 50% or more of their budget from the State or from a combination of State and Federal funds, the Grantee shall provide an annual report, including the most recent IRS Form 990, detailing the total compensation for the entities' executive leadership teams. 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 Grantee must also inform the Department of any changes in total executive compensation between the annual reports. All compensation reports must indicate what percent of compensation comes directly from the State or Federal allocations to the Grantee.

**40. Disclosure of Gifts from Foreign Sources.**

If the value of the grant under this Agreement is \$100,000 or more, Grantee shall disclose to Department any current or prior interest of, any contract with, or any grant or gift received from a foreign country of concern, as defined in section 286.101, F.S., if such interest, contract, or grant or gift has a value of \$50,000 or more and such interest existed at any time or such contract or grant or gift was received or in force at any time during the previous 5 years. Such disclosure shall include the name and mailing address of the disclosing entity, the amount of the contract or grant or gift or the value of the interest disclosed, the applicable foreign country of concern and, if applicable, the date of termination of the contract or interest, the date of receipt of the grant or gift, and the name of the agent or controlled entity that is the source or interest holder. If the disclosure requirement is applicable as described above, then within 1 year before applying for any grant, Grantee must also provide a copy of such disclosure to the Department of Financial Services.

**41. Food Commodities.**

To the extent authorized by federal law, the Department, its grantees, contractors and subcontractors shall give preference to food commodities grown or produced in this state when purchasing food commodities, including farm products as defined in section 823.14, F.S., of any class, variety, or use thereof in their natural state or as processed by a farm operation or processor for the purpose of marketing such product.

**42. Anti-human Trafficking.**

If the Grantee is a nongovernmental entity, the Grantee must provide the Department with an affidavit signed by an officer or a representative of the Grantee under penalty of perjury attesting that the Grantee does not use coercion for labor or services as defined in section 787.06, F.S.

**43. Iron and Steel for Public Works Projects.****Attachment 1**

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If this Agreement funds a “public works project” as defined in section 255.0993, F.S., or the purchase of materials to be used in a public works project, any iron or steel permanently incorporated in the Project must be “produced in the United States,” as defined in section 255.0993, F.S. This requirement does not apply if the Department determines that any of the following circumstances apply to the Project:

- (1) iron or steel products produced in the United States are not produced in sufficient quantities, reasonably available, or of satisfactory quality;
- (2) the use of iron or steel products produced in the United States will increase the total cost of the project by more than twenty percent (20%); or
- (3) complying with this requirement is inconsistent with the public interest.

Further, this requirement does not prevent the Grantee’s minimal use of foreign steel and iron materials if:

- (1) such materials are incidental or ancillary to the primary product and are not separately identified in the project specifications; and
- (2) the “cost” of such materials, as defined in section 255.0993, F.S., does not exceed one-tenth of one percent (1%) of the total Project Cost under this Agreement or \$2,500, whichever is greater.

Electrical components, equipment, systems, and appurtenances, including supports, covers, shielding, and other appurtenances related to an electrical system that are necessary for operation or concealment (excepting transmission and distribution poles) are not considered to be iron or steel products and are, therefore, exempt from the requirements of this paragraph.

This provision shall be applied in a manner consistent with and may not be construed to impair the state’s obligations under any international agreement.

#### **44. Execution in Counterparts and Authority to Sign.**

This Agreement, any amendments, and/or change orders related to the Agreement, may be executed in counterparts, each of which shall be an original and all of which shall constitute the same instrument. In accordance with the Electronic Signature Act of 1996, electronic signatures, including facsimile transmissions, may be used and shall have the same force and effect as a written signature. Each person signing this Agreement warrants that he or she is duly authorized to do so and to bind the respective party to the Agreement.

**STATE OF FLORIDA  
DEPARTMENT OF ENVIRONMENTAL PROTECTION  
Special Terms and Conditions  
AGREEMENT NO. KG002**

**ATTACHMENT 2**

These Special Terms and Conditions shall be read together with general terms outlined in the Standard Terms and Conditions, Attachment 1. Where in conflict, these more specific terms shall apply.

**1. Scope of Work.**

The Project funded under this Agreement is Lower Matecumbe Canals Culvert Restoration Project. The Project is defined in more detail in Attachment 3, Grant Work Plan.

**2. Duration.**

- a. Reimbursement Period. The reimbursement period for this Agreement begins on July 1, 2023 and ends at the expiration of the Agreement.
- b. Extensions. There are extensions available for this Project.
- c. Service Periods. Additional service periods are not authorized under this Agreement.

**3. Payment Provisions.**

- a. Compensation. This is a cost reimbursement Agreement. The Grantee shall be compensated under this Agreement as described in Attachment 3.
- b. Invoicing. Invoicing will occur as indicated in Attachment 3.
- c. Advance Pay. Advance Pay is not authorized under this Agreement.

**4. Cost Eligible for Reimbursement or Matching Requirements.**

Reimbursement for costs or availability for costs to meet matching requirements shall be limited to the following budget categories, as defined in the Reference Guide for State Expenditures, as indicated:

| <u>Reimbursement</u>                | <u>Match</u>             | <u>Category</u>                                     |
|-------------------------------------|--------------------------|-----------------------------------------------------|
| <input type="checkbox"/>            | <input type="checkbox"/> | Salaries/Wages                                      |
|                                     |                          | Overhead/Indirect/General and Administrative Costs: |
| <input type="checkbox"/>            | <input type="checkbox"/> | a. Fringe Benefits, N/A.                            |
| <input type="checkbox"/>            | <input type="checkbox"/> | b. Indirect Costs, N/A.                             |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | Contractual (Subcontractors)                        |
| <input type="checkbox"/>            | <input type="checkbox"/> | Travel, in accordance with Section 112, F.S.        |
| <input type="checkbox"/>            | <input type="checkbox"/> | Equipment                                           |
| <input type="checkbox"/>            | <input type="checkbox"/> | Rental/Lease of Equipment                           |
| <input type="checkbox"/>            | <input type="checkbox"/> | Miscellaneous/Other Expenses                        |
| <input type="checkbox"/>            | <input type="checkbox"/> | Land Acquisition                                    |

**5. Equipment Purchase.**

No Equipment purchases shall be funded under this Agreement.

**6. Land Acquisition.**

There will be no Land Acquisitions funded under this Agreement.

**7. Match Requirements**

There is no match required on the part of the Grantee under this Agreement.

**8. Insurance Requirements**

**Required Coverage.** At all times during the Agreement the Grantee, at its sole expense, shall maintain insurance coverage of such types and with such terms and limits described below. The limits of coverage under each policy maintained by the Grantee shall not be interpreted as limiting the Grantee's liability and obligations under the Agreement. All insurance policies shall be through insurers licensed and authorized to issue policies in Florida, or alternatively, Grantee may provide coverage through a self-insurance program established and operating under the laws of Florida. Additional insurance requirements for this Agreement may be required elsewhere in this Agreement, however the minimum insurance requirements applicable to this Agreement are:

a. Commercial General Liability Insurance.

The Grantee shall provide adequate commercial general liability insurance coverage and hold such liability insurance at all times during the Agreement. The Department, its employees, and officers shall be named as an additional insured on any general liability policies. The minimum limits shall be \$250,000 for each occurrence and \$500,000 policy aggregate.

b. Commercial Automobile Insurance.

If the Grantee's duties include the use of a commercial vehicle, the Grantee shall maintain automobile liability, bodily injury, and property damage coverage. Insuring clauses for both bodily injury and property damage shall provide coverage on an occurrence basis. The Department, its employees, and officers shall be named as an additional insured on any automobile insurance policy. The minimum limits shall be as follows:

|                   |                                                                |
|-------------------|----------------------------------------------------------------|
| \$200,000/300,000 | Automobile Liability for Company-Owned Vehicles, if applicable |
| \$200,000/300,000 | Hired and Non-owned Automobile Liability Coverage              |

c. Workers' Compensation and Employer's Liability Coverage.

The Grantee shall provide workers' compensation, in accordance with Chapter 440, F.S. and employer liability coverage with minimum limits of \$100,000 per accident, \$100,000 per person, and \$500,000 policy aggregate. Such policies shall cover all employees engaged in any work under the Grant.

d. Other Insurance. None.

**9. Quality Assurance Requirements.**

There are no special Quality Assurance requirements under this Agreement.

**10. Retainage.**

No retainage is required under this Agreement.

**11. Subcontracting.**

The Grantee may subcontract work under this Agreement without the prior written consent of the Department's Grant Manager except for certain fixed-price subcontracts pursuant to this Agreement, which require prior approval. The Grantee shall submit a copy of the executed subcontract to the Department prior to submitting any invoices for subcontracted work. Regardless of any subcontract, the Grantee is ultimately responsible for all work to be performed under this Agreement.

**12. State-owned Land.**

The work will not be performed on State-owned land.

**13. Office of Policy and Budget Reporting.**

There are no special Office of Policy and Budget reporting requirements for this Agreement.

**14. Common Carrier.**

- a. Applicable to contracts with a common carrier – firm/person/corporation that as a regular business transports people or commodities from place to place. If applicable, Contractor must also fill out and return PUR 1808 before contract execution. If Contractor is a common carrier pursuant to section 908.111(1)(a), Florida Statutes, the Department will terminate this contract immediately if Contractor is found to be in violation of the law or the attestation in PUR 1808.
- b. Applicable to solicitations for a common carrier – Before contract execution, the winning Contractor(s) must fill out and return PUR 1808, and attest that it is not willfully providing any service in furtherance of transporting a person into this state knowing that the person unlawfully present in the United States according to the terms of the federal Immigration and Nationality Act, 8 U.S.C. ss. 1101 et seq. The

**Attachment 2**

2 of 3



Department will terminate a contract immediately if Contractor is found to be in violation of the law or the attestation in PUR 1808.

**15. Financial Assistance and Payment of Invoices to Rural Communities or Rural Areas of Opportunity**

This agreement does not provide federal or state financial assistance to a county or municipality that is a rural community or rural area of opportunity as those terms are defined in s. 288.0656(2).

**16. Additional Terms.**

None.

*Any terms added here must be approved by the Office of General Counsel.*

### ATTACHMENT 3 GRANT WORK PLAN

**PROJECT TITLE:** Lower Matecumbe Canals Culvert Restoration Project

**PROJECT LOCATION:** The Project will be located in the City of Islamorada within Monroe County; Lat/Long (24.8599, -80.7258). See Figure 1 for a location map.

**PROJECT BACKGROUND:** In 2017, Monroe County and Islamorada completed a technology evaluation of several systems as part of canal restoration efforts. The technologies evaluated included injection wells, pump-in recirculation systems, culverts installed via directional drilling and/or trenching, bio-augmented aeration and organic sediment removal. The evaluation determined that the installation of culvert pipes is a highly efficient technology to facilitate flushing and improve water quality in dead end canal systems. This technology effectively increased oxygenation by improving circulation and exchange. This is in alignment with the purpose of culverts which are to stimulate the exchange with cleaner near shore waters.

The Lower Matecumbe Canal network includes canals 150, 151, 152, 155 and 157. The network has poor water quality and lack of flushing due to canal orientation making it a favorable location for the installation of culvert pipes to improve the water quality within the canal system and nearshore waters. This canal system is part of Islamorada's Canal Work Plan, and these canals rank highly on the Village's canal restoration project list. Installation of culvert pipes is a relatively easy and inexpensive method of restoring multiple canals in this location, due to their proximity to one another. The goals of the proposed improvements are to restore the impaired waters of the canals, increase the dissolved oxygen levels to meet State 62-302 Class III marine water quality standards, and improve nearshore water quality.

**PROJECT DESCRIPTION:** The Grantee will construct multiple side-by-side 4' x 4' box culverts underneath roads at strategic locations to hydrologically connect canals 150, 151, 152, 155 and 157.

#### **Task 1: Construction**

**Deliverables:** The Grantee will construct the Lower Matecumbe Canals Culvert Restoration Project in accordance with the construction contract documents.

**Documentation:** The Grantee will submit: 1) a copy of the final design; 2) a signed summary of activities completed for the period of work covered in the payment request, using the format provided by the Department's Grant Manager. Upon request by the Department's Grant Manager, the Grantee will provide additional supporting documentation relating to this task.

**Performance Standard:** The Department's Grant Manager will review the documentation to verify that the deliverables have been completed as described above. Upon review and written acceptance by the Department's Grant Manager, the Grantee may proceed with payment request submittal.

**Payment Request Schedule:** The Grantee may submit a payment request for cost reimbursement no more frequently than monthly.

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**PROJECT TIMELINE & BUDGET DETAIL:** The tasks must be completed by the corresponding task end date. Cost reimbursable grant funding must not exceed the budget amounts as indicated below.

For any Task with a Budget Category of Contractual Services, the Grantee shall submit a copy of the executed subcontract to the Department prior to submitting any invoices for subcontracted work.

| Task No. | Task Title   | Budget Category      | Grant Amount   | Task Start Date | Task End Date |
|----------|--------------|----------------------|----------------|-----------------|---------------|
| 1        | Construction | Contractual Services | \$1,999,959.31 | 07/01/2023      | 06/30/2027    |
| Total:   |              |                      | \$1,999,959.31 |                 |               |

**Figure 1: Location Map**



**STATE OF FLORIDA  
DEPARTMENT OF ENVIRONMENTAL PROTECTION  
Public Records Requirements**

**Attachment 4**

**1. Public Records.**

- a. If the Agreement exceeds \$35,000.00, and if Grantee is acting on behalf of Department in its performance of services under the Agreement, Grantee must allow public access to all documents, papers, letters, or other material, regardless of the physical form, characteristics, or means of transmission, made or received by Grantee in conjunction with the Agreement (Public Records), unless the Public Records are exempt from section 24(a) of Article I of the Florida Constitution or section 119.07(1), F.S.
- b. The Department may unilaterally terminate the Agreement if Grantee refuses to allow public access to Public Records as required by law.

**2. Additional Public Records Duties of Section 119.0701, F.S., If Applicable.**

For the purposes of this paragraph, the term “contract” means the “Agreement.” If Grantee is a “contractor” as defined in section 119.0701(1)(a), F.S., the following provisions apply and the contractor shall:

- a. Keep and maintain Public Records required by Department to perform the service.
- b. Upon request, provide Department with a copy of requested Public Records or allow the Public Records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, F.S., or as otherwise provided by law.
- c. A contractor who fails to provide the Public Records to Department within a reasonable time may be subject to penalties under section 119.10, F.S.
- d. 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 contract term and following completion of the contract if the contractor does not transfer the Public Records to Department.
- e. Upon completion of the contract, transfer, at no cost, to Department all Public Records in possession of the contractor or keep and maintain Public Records required by Department to perform the service. If the contractor transfers all Public Records to Department upon completion of the contract, 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 contract, the contractor shall meet all applicable requirements for retaining Public Records. All Public Records stored electronically must be provided to Department, upon request from Department’s custodian of Public Records, in a format specified by Department as compatible with the information technology systems of Department. These formatting requirements are satisfied by using the data formats as authorized in the contract or Microsoft Word, Outlook, Adobe, or Excel, and any software formats the contractor is authorized to access.

**f. IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, F.S., TO THE CONTRACTOR’S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE CONTRACT, CONTACT THE DEPARTMENT’S CUSTODIAN OF PUBLIC RECORDS AT:**

**Telephone:** (850) 245-2118  
**Email:** [public.services@floridadep.gov](mailto:public.services@floridadep.gov)  
**Mailing Address:** Department of Environmental Protection  
ATTN: Office of Ombudsman and Public Services  
Public Records Request  
3900 Commonwealth Boulevard, MS 49  
Tallahassee, Florida 32399

**STATE OF FLORIDA  
DEPARTMENT OF ENVIRONMENTAL PROTECTION  
Special Audit Requirements  
(State and Federal Financial Assistance)**

**Attachment 5**

The administration of resources awarded by the Department of Environmental Protection (*which may be referred to as the "Department", "DEP", "FDEP" or "Grantor", or other name in the agreement*) to the recipient (*which may be referred to as the "Recipient", "Grantee" or other name in the agreement*) may be subject to audits and/or monitoring by the Department of Environmental Protection, as described in this attachment.

**MONITORING**

In addition to reviews of audits conducted in accordance with 2 CFR Part 200, Subpart F-Audit Requirements, and Section 215.97, F.S., as revised (see "AUDITS" below), monitoring procedures may include, but not be limited to, on-site visits by DEP Department staff, limited scope audits as defined by 2 CFR 200.425, or other procedures. By entering into this Agreement, the recipient agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the Department of Environmental Protection. In the event the Department of Environmental Protection determines that a limited scope audit of the recipient is appropriate, the recipient agrees to comply with any additional instructions provided by the Department to the recipient regarding such audit. The recipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Chief Financial Officer (CFO) or Auditor General.

**AUDITS**

**PART I: FEDERALLY FUNDED**

This part is applicable if the recipient is a State or local government or a non-profit organization as defined in 2 CFR §200.330

1. A recipient that expends \$750,000 or more in Federal awards in its fiscal year, must have a single or program-specific audit conducted in accordance with the provisions of 2 CFR Part 200, Subpart F. EXHIBIT 1 to this Attachment indicates Federal funds awarded through the Department of Environmental Protection by this Agreement. In determining the federal awards expended in its fiscal year, the recipient shall consider all sources of federal awards, including federal resources received from the Department of Environmental Protection. The determination of amounts of federal awards expended should be in accordance with the guidelines established in 2 CFR 200.502-503. An audit of the recipient conducted by the Auditor General in accordance with the provisions of 2 CFR Part 200.514 will meet the requirements of this part.
2. For the audit requirements addressed in Part I, paragraph 1, the recipient shall fulfill the requirements relative to auditee responsibilities as provided in 2 CFR 200.508-512.
3. A recipient that expends less than \$750,000 in federal awards in its fiscal year is not required to have an audit conducted in accordance with the provisions of 2 CFR Part 200, Subpart F-Audit Requirements. If the recipient expends less than \$750,000 in federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of 2 CFR 200, Subpart F-Audit Requirements, the cost of the audit must be paid from non-federal resources (i.e., the cost of such an audit must be paid from recipient resources obtained from other federal entities).
4. The recipient may access information regarding the Catalog of Federal Domestic Assistance (CFDA) via the internet at <https://sam.gov/content/assistance-listings>.

**Attachment 5**

1 of 6



## PART II: STATE FUNDED

This part is applicable if the recipient is a nonstate entity as defined by Section 215.97(2), Florida Statutes.

1. In the event that the recipient expends a total amount of state financial assistance equal to or in excess of \$750,000 in any fiscal year of such recipient (for fiscal years ending June 30, 2017, and thereafter), the recipient must have a State single or project-specific audit for such fiscal year in accordance with Section 215.97, F.S.; Rule Chapter 69I-5, F.A.C., State Financial Assistance; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. EXHIBIT 1 to this form lists the state financial assistance awarded through the Department of Environmental Protection by this agreement. In determining the state financial assistance expended in its fiscal year, the recipient shall consider all sources of state financial assistance, including state financial assistance received from the Department of Environmental Protection, 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.
2. In connection with the audit requirements addressed in Part II, paragraph 1; the recipient shall ensure that the audit complies with the requirements of Section 215.97(8), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2), Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.
3. If the recipient expends less than \$750,000 in state financial assistance in its fiscal year (for fiscal year ending June 30, 2017, and thereafter), an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, is not required. In the event that the recipient expends less than \$750,000 in state financial assistance in its fiscal year, and elects to have an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, the cost of the audit must be paid from the non-state entity's resources (i.e., the cost of such an audit must be paid from the recipient's resources obtained from other than State entities).
4. For information regarding the Florida Catalog of State Financial Assistance (CSFA), a recipient should access the Florida Single Audit Act website located at <https://apps.fldfs.com/fsaa> for assistance. In addition to the above websites, the following websites may be accessed for information: Legislature's Website at <http://www.leg.state.fl.us/Welcome/index.cfm>, State of Florida's website at <http://www.myflorida.com/>, Department of Financial Services' Website at <http://www.fldfs.com/> and the Auditor General's Website at <http://www.myflorida.com/audgen/>.

## PART III: OTHER AUDIT REQUIREMENTS

*(NOTE: This part would be used to specify any additional audit requirements imposed by the State awarding entity that are solely a matter of that State awarding entity's policy (i.e., the audit is not required by Federal or State laws and is not in conflict with other Federal or State audit requirements). Pursuant to Section 215.97(8), Florida Statutes, State agencies may conduct or arrange for audits of State financial assistance that are in addition to audits conducted in accordance with Section 215.97, Florida Statutes. In such an event, the State awarding agency must arrange for funding the full cost of such additional audits.)*

## PART IV: REPORT SUBMISSION

1. Copies of reporting packages for audits conducted in accordance with 2 CFR Part 200, Subpart F-Audit Requirements, and required by PART I of this form shall be submitted, when required by 2 CFR 200.512, by or on behalf of the recipient directly to the Federal Audit Clearinghouse (FAC) as provided in 2 CFR 200.36 and 200.512
  - A. The Federal Audit Clearinghouse designated in 2 CFR §200.501(a) (the number of copies required by 2 CFR §200.501(a) should be submitted to the Federal Audit Clearinghouse), at the following address:



By Mail:

Federal Audit Clearinghouse  
Bureau of the Census  
1201 East 10th Street  
Jeffersonville, IN 47132

Submissions of the Single Audit reporting package for fiscal periods ending on or after January 1, 2008, must be submitted using the Federal Clearinghouse's Internet Data Entry System which can be found at <http://harvester.census.gov/facweb/>

2. Copies of financial reporting packages required by PART II of this Attachment shall be submitted by or on behalf of the recipient directly to each of the following:

- A. The Department of Environmental Protection at one of the following addresses:

By Mail:

**Audit Director**

Florida Department of Environmental Protection  
Office of Inspector General, MS 40  
3900 Commonwealth Boulevard  
Tallahassee, Florida 32399-3000

Electronically:

[FDEPSingleAudit@dep.state.fl.us](mailto:FDEPSingleAudit@dep.state.fl.us)

- B. The Auditor General's Office at the following address:

Auditor General  
Local Government Audits/342  
Claude Pepper Building, Room 401  
111 West Madison Street  
Tallahassee, Florida 32399-1450

The Auditor General's website (<http://flauditor.gov/>) provides instructions for filing an electronic copy of a financial reporting package.

3. Copies of reports or management letters required by PART III of this Attachment shall be submitted by or on behalf of the recipient directly to the Department of Environmental Protection at one of the following addresses:

By Mail:

**Audit Director**

Florida Department of Environmental Protection  
Office of Inspector General, MS 40  
3900 Commonwealth Boulevard  
Tallahassee, Florida 32399-3000

Electronically:

[FDEPSingleAudit@dep.state.fl.us](mailto:FDEPSingleAudit@dep.state.fl.us)

4. Any reports, management letters, or other information required to be submitted to the Department of Environmental Protection pursuant to this Agreement shall be submitted timely in accordance with 2 CFR 200.512, section 215.97, F.S., and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.

**Attachment 5**

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5. Recipients, when submitting financial reporting packages to the Department of Environmental Protection for audits done in accordance with 2 CFR 200, Subpart F-Audit Requirements, or Chapters 10.550 (local governmental entities) and 10.650 (non and for-profit organizations), Rules of the Auditor General, should indicate the date and the reporting package was delivered to the recipient correspondence accompanying the reporting package.

## **PART V: RECORD RETENTION**

The recipient shall retain sufficient records demonstrating its compliance with the terms of the award and this Agreement for a period of **five (5)** years from the date the audit report is issued, and shall allow the Department of Environmental Protection, or its designee, Chief Financial Officer, or Auditor General access to such records upon request. The recipient shall ensure that audit working papers are made available to the Department of Environmental Protection, or its designee, Chief Financial Officer, or Auditor General upon request for a period of **three (3)** years from the date the audit report is issued, unless extended in writing by the Department of Environmental Protection.

# EXHIBIT – 1

FUNDS AWARDED TO THE RECIPIENT PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

*Note: If the resources awarded to the recipient represent more than one federal program, provide the same information shown below for each federal program and show total federal resources awarded*

| Federal Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following: |                |             |            |                |                              |
|-------------------------------------------------------------------------------------------------|----------------|-------------|------------|----------------|------------------------------|
| Federal Program                                                                                 | Federal Agency | CFDA Number | CFDA Title | Funding Amount | State Appropriation Category |
| Federal Program A                                                                               |                |             |            | \$             |                              |
|                                                                                                 |                |             |            |                |                              |
|                                                                                                 |                |             |            |                |                              |
| Federal Program B                                                                               |                |             |            |                |                              |
|                                                                                                 |                |             |            | \$             |                              |
|                                                                                                 |                |             |            |                |                              |

*Note: If the resources awarded to the recipient represent more than one federal program, list applicable compliance requirements for each federal program in the same manner as shown below:*

| Federal Program   | First Compliance requirement: i.e.: (what services of purposes resources must be used for)     |  |
|-------------------|------------------------------------------------------------------------------------------------|--|
| Federal Program A | Second Compliance requirement: i.e.: (eligibility requirement for recipients of the resources) |  |
|                   | Etc.                                                                                           |  |
|                   | Etc.                                                                                           |  |
| Federal Program B | First Compliance requirement: i.e.: (what services of purposes resources must be used for)     |  |
|                   | Second Compliance requirement: i.e.: (eligibility requirement for recipients of the resources) |  |
|                   | Etc.                                                                                           |  |
|                   | Etc.                                                                                           |  |

Note: If the resources awarded to the recipient for matching represent more than one federal program, provide the same information shown below for each federal program and show total state resources awarded for matching.

| State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following Matching Resources for Federal Programs: |                |      |            |                              |
|---------------------------------------------------------------------------------------------------------------------------------------|----------------|------|------------|------------------------------|
| Federal Program A                                                                                                                     | Federal Agency | CFDA | CFDA Title | State Appropriation Category |
|                                                                                                                                       |                |      |            |                              |
| Federal Program B                                                                                                                     | Federal Agency | CFDA | CFDA Title | State Appropriation Category |
|                                                                                                                                       |                |      |            |                              |

Note: If the resources awarded to the recipient represent more than one state project, provide the same information shown below for each state project and show total state financial assistance awarded that is subject to section 215.97, F.S.

| State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following Resources Subject to Section 215.97, F.S.: |                                        |                                |             |                              |
|-----------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------|--------------------------------|-------------|------------------------------|
| State Program A                                                                                                                         | State Awarding Agency                  | State Fiscal Year <sup>1</sup> | CSFA Number | State Appropriation Category |
| Original Agreement                                                                                                                      | Department of Environmental Protection | 2022-2023                      | 37.039      |                              |
| Original Agreement                                                                                                                      | Department of Environmental Protection | 2023-2024                      | 37.039      |                              |
| State Program B                                                                                                                         | State Awarding Agency                  | State Fiscal Year <sup>2</sup> | CSFA Number | State Appropriation Category |
|                                                                                                                                         |                                        |                                |             |                              |

|             |                |
|-------------|----------------|
| Total Award | \$1,999,959.31 |
|-------------|----------------|

Note: List applicable compliance requirement in the same manner as illustrated above for federal resources. For matching resources provided by the Department for DEP for federal programs, the requirements might be similar to the requirements for the applicable federal programs. Also, to the extent that different requirements pertain to different amount for the non-federal resources, there may be more than one grouping (i.e. 1, 2, 3, etc.) listed under this category.

For each program identified above, the recipient shall comply with the program requirements described in the Catalog of Federal Domestic Assistance (CFDA) [<https://sam.gov/content/assistance-listings>] and/or the Florida Catalog of State Financial Assistance (CSFA) [<https://apps.fldfs.com/fsaa/searchCatalog.aspx>], and State Projects Compliance Supplement (Part Four: State Projects Compliance Supplement [[https://apps.fldfs.com/fsaa/state\\_project\\_compliance.aspx](https://apps.fldfs.com/fsaa/state_project_compliance.aspx)]). The services/purposes for which the funds are to be used are included in the Agreement's Grant Work Plan. Any match required by the Recipient is clearly indicated in the Agreement.

<sup>1</sup> Subject to change by Change Order.

<sup>2</sup> Subject to change by Change Order.

**STATE OF FLORIDA  
DEPARTMENT OF ENVIRONMENTAL PROTECTION**

**Exhibit A  
Progress Report Form**

The current **Exhibit A, Progress Report Form** for this grant can be found on the Department's website at this link:

<https://floridadep.gov/wra/wra/documents/progress-report-form>

Please use the most current form found on the website, linked above, for each progress report submitted for this project.

**STATE OF FLORIDA  
DEPARTMENT OF ENVIRONMENTAL PROTECTION**

**Exhibit C  
Payment Request Summary Form**

The **Payment Request Summary Form** for this grant can be found on our website at this link:

<https://floridadep.gov/wra/wra/documents/payment-request-summary-form>

Please use the most current form found on the website, linked above, for each payment request.





# Council Communication

**To:** Mayor and Village Council  
**From:** Vince Tarves, Systems Engineer  
**Date:** October 8, 2024  
**SUBJECT:** **Resolution Ratifying the Purchase of a Wireless Microphone System with Mixer from BISDigital for Council Chambers TAB 7**

## **Background:**

The audio system at the Founders Park Community Center, installed in September 2018, is beyond its useful life, resulting in audio problems that place public meetings and associated broadcasts in jeopardy of failure, despite staff efforts to maintain and patch the existing equipment. To illustrate, the system has experienced issues with losing microphone channels over the past two years, initially thought to be due to the wiring connected to another piece of the system, the snake box. Despite testing a new snake box, the problems persisted, leading to the conclusion that the mixer is the likely point of failure. As a result, meetings are presently supported by a reduced number of functioning microphones, which has impacted the ability to conduct Village Council and LPA meetings effectively and the audio system is at risk of imminent failure. Given the urgency of the situation, and in accordance with procurement policies, the department expedited purchase of a new audio system with wireless microphones, originally planned for the 2024-25 budget year. The IT Department reached out to three vendors for quotes, but only one complete quote was received. Given the four- to six-week delivery time for the equipment, which also requires installation and testing, staff placed the order immediately to shield against impacting our ability to deliver reliable audio for public meetings and associated broadcasts.

## **Analysis:**

The IT Department had previously identified the need to replace the microphones, as they were not updated during the 2018 installation. Upon further investigation, it was determined that the mixer was the primary issue. After conducting thorough research into wireless microphone systems, the IT Department concluded that a wireless microphone system paired with a digital mixer would be the most effective solution moving forward. The selected microphones are widely used in various government entities for conducting public meetings, ensuring their reliability and suitability for our needs.

## **Budget Impact:**

Funds in the amount of \$61,538.92 were transferred from the general fund, as this expenditure was not budgeted for the 2023-24 fiscal year.

## **Staff Impact:**

IT & Communications Department staff would work with BISDigital to install, configure and test the new audio system.

**Recommendation:**

It is recommended that the Village Council adopt the attached Resolution, thereby ratifying the from BISDigital.

- Attachments:**
1. Resolution\_Ratifying Audio\_microphone
  2. Exhibit\_A\_Wireless\_Televisic\_Microphone\_Proposal
  3. Exhibit\_B\_Microphone\_Justification

**RESOLUTION NO. 24-10-**

**A RESOLUTION OF THE VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA, RATIFYING THE PURCHASE OF A WIRELESS MICROPHONE SYSTEM WITH MIXER FROM BISDIGITAL FOR THE COUNCIL CHAMBERS TO PROVIDE AUDIO FOR VILLAGE MEETINGS; AUTHORIZING THE VILLAGE MANAGER TO EXPEND BUDGETED FUNDS; AND PROVIDING FOR AN EFFECTIVE DATE**

**WHEREAS**, the current audio system, including microphones in the Islamorada, Village of Islands (the "Village") council chambers, is failing faster than anticipated after reaching its end of life (EOL), posing a significant risk to Village meetings and communications; and

**WHEREAS**, the Village IT & Communications Department (the "IT Department") budgeted for a new audio system including microphones for Fiscal Year 2024-25; and

**WHEREAS**, the Village IT Department reached out to multiple vendors for quotes to replace the failing equipment and only one vendor, BISDigital, supplied a quote meeting the necessary specifications; and

**WHEREAS**, the quote from BISDigital for the microphone system with mixer was for \$61,538.92 (Exhibit "A") with a 6-8 week delivery time; and

**WHEREAS**, following the IT Department's identification that the current system was nearing a complete failure and given the critical nature of the operations and the potential impact on the Village, the Village Manager, in the best interest of the Village and in accordance with section 2-327(d) of the Village Code, authorized the IT Department to proceed with emergency purchases as soon as possible (Exhibit "B"); and

**WHEREAS**, the Village Council of Islamorada, Village of Islands (the "Village Council") finds that ratification of the emergency purchases of equipment identified on (Exhibit "A"), from BISDigital

in the amount of \$61,538.92 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 approves and ratifies the purchase of microphones and mixer included on Exhibit "A" from BISDigital in the amount of Sixty-One Thousand Five Hundred and Thirty-Eight and 92/100 Dollars (\$61,538.92).

**Section 3. Authorization of Fund Expenditure.** Notwithstanding the limitations imposed upon the Village Manager pursuant to the Village's Purchasing Procedures Ordinance, the Village Manager is authorized to expend budgeted funds to implement the terms and conditions of the purchase.

**Section 4. Effective Date.** This Resolution shall become effective immediately upon its adoption.

Motion to adopt by \_\_\_\_\_, seconded by \_\_\_\_\_.

**FINAL VOTE AT ADOPTION**

**VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS**

|                            |     |
|----------------------------|-----|
| Mayor Joseph B. Pinder III | ___ |
| Vice Mayor Sharon Mahoney  | ___ |
| Councilman Mark Gregg      | ___ |
| Councilman Henry Rosenthal | ___ |
| Councilman Elizabeth Jolin | ___ |

**PASSED AND ADOPTED THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2024.**

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JOSEPH B. PINDER III, MAYOR

ATTEST:

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MARNE MCGRATH, VILLAGE CLERK

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

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JOHN QUICK, VILLAGE ATTORNEY

## **Village of Islamorada**

### **Proposal**

#### **Village of Islamorada Wireless Televisic Microphone Proposal - Option B**

**08-23-2024**

---

Frank Meulenberg  
86800 Overseas Highway  
Islamorada FL 33036  
(305) 664-6454  
frank.meulenberg@islamorada.fl.us



1350 NE 56th Street, Suite 300  
Ft. Lauderdale, FL 33334



Sales: (800) 834-7674  
Support: (800) 715-1234



Email: [info@bisdigital.com](mailto:info@bisdigital.com)  
Web: [www.bisdigital.com](http://www.bisdigital.com)



## Proposal Information

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**Title of Proposal:**

Village of Islamorada Wireless Televisic Microphone Proposal - Option B

**Proposal Total:**

\$61,538.92

**BIS Digital Proposal Reference ID:**

P-2301066

**Intended Recipient Name (Attention To):**

Frank Meulenberg

**Drop-off Location (Building Name):**

City Hall

**Delivery Address:**

86800 Overseas Highway  
Islamorada FL 33036

**Contract Number:**

TIPS Contract 230901 - Audio Visual Equipment,  
Supplies, and Services

## Submitting Organization Information

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**Name:**

Business Information Systems, Inc. DBA: BIS Digital

**UEI Number:**

L443F978GK46

**Address:**

1350 NE 56th Street, Suite 300  
Fort Lauderdale, FL 33334

**Phone:**

(800) 834-7674  
(954) 493-7377

**Email:**

sales@bisdigital.com

**Account Manager Phone:**

(800) 834-7674 x 4040

**Website:**

www.bisdigital.com

**Fax:**

(877) 858-5611

**Account Manager:**

Josh Stephens

**Date:**

August 23, 2024

August 23, 2024

Frank Meulenberg

86800 Overseas Highway  
Islamorada FL 33036

frank.meulenberg@islamorada.fl.us

Dear Frank Meulenberg,

Thank you for considering BIS Digital for your audio and video needs. We are pleased to submit our proposal in response to your request.

Attached to this proposal, you will find detailed information about our products and services, as well as pricing and terms. We believe that our proposal represents the best value for Village of Islamorada, and we look forward to the opportunity to work with you.

If you have any questions or would like to discuss this proposal further, please do not hesitate to contact us.

Sincerely,

A handwritten signature in black ink that reads "Josh Stephens".

Josh Stephens  
Account Manager  
josh.stephens@bisdigital.com

## Company Overview

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BIS Digital has been in the audio and video industry since 1982 and possesses a wealth of experience in providing integrated solutions for entities of all sizes. Headquartered in Ft. Lauderdale, Florida, the company has over 90 employees with direct sales and service representatives throughout the US.

Our primary business is the sale, service, and support of multi-channel digital audio/video recording software for the judicial and courtroom systems; city/county governments; public safety and interview rooms; and private enterprises. Other areas of expertise include software-based enterprise room control, AV electronic hardware and software integration, video presentation technology and tv broadcast systems, and digital sound/audio reinforcement.

In addition to our comprehensive AV solutions, we provide a range of video conferencing options for remote video arraignment and other court conferencing needs, in either hosted or non-hosted formats. We also offer remote language translation connectivity and digital dictation, as well as meeting agenda automation, live streaming, web hosting, and on-demand systems. From concept to completion, we have provided these technologies to over 6,000 customers.

The strategic direction for BIS Digital has been to develop solutions that operate in an open architecture environment, are user-friendly, and can be accessed on PCs, tablets, and smartphones. We work with award-winning manufacturers to design fully integrated AV capabilities for optimal workflow and efficiency. All our solutions are developed to work seamlessly with our core DCR audio and video recording software and any current case management software being utilized in the courts and other spaces today.

As such, our team has a deep understanding of the unique requirements in these settings and the importance of reliable and effective AV systems. Our priority is to work closely with our clients to ascertain their specific needs and design a system that meets them. With that said, to us, technology integration and support is more than a project. It's a partnership. It's why we also offer ongoing maintenance and support for our AV systems, as well as providing training and technical assistance to users. We strive to build long-lasting relationships with our clients and exceed their expectations at every opportunity.

## Corporate Data

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**Years in Business**

43

**Number of Employees**

90

**Geographic Reach**

US + 6 Countries

**Certifications**

BIS Digital is a Certified Reseller and Authorized Support Agency for the following manufacturers (including but not limited to):

- ASC
- Ashly
- Atlona
- Audio-Technica
- Axis
- Biamp
- Dante
- Extron
- Philips
- QSC
- Shure
- Sony
- Televic
- Williams Sound
- WolfVision

**Owner / CEO**

Steve Coldren

**Vice President**

Kirk Ambrose

**CFO**

Isabel Valle

**Manager of Operations**

Gary Jones

**Regional Sales Director**

Jade Coldren

**Account Manager**

Josh Stephens

**System Engineer**

Nick Riesco

**Project Manager**

Rosie Socolovitch

## Installation (I) - BIS-3002340

### Village of Islamorada

Josh Stephens  
josh.stephens@bisdigital.com

Council Chambers Option: B

**Will this Scope of Work apply to multiple rooms?**

No – This scope does NOT consider multiple rooms.

**Is the client planning to record with DCR?**

No – DCR recording is not required in this system.

**Network Approval Process?**

No

**Will an IT Administrator or someone with knowledge of the network be available at the time of installation?**

No – Client did NOT confirm.

**Will any BIS Digital provided equipment need to match existing equipment?**

No – All BIS Digital provided equipment can be standalone and does not need to match any existing equipment.

**Were the end-to-end workflows of the room, the existing system, and how the new system will be installed to satisfy workflow needs documented for client review and approval?**

Yes – A full description has been documented below.

**Will system training be required?**

Yes – BIS Digital Technicians will train end users on using the installed system.

### Installation (I) Description / Notes:

The Village of Islamorada is renewing interest in upgrading their microphones to a Televic Wireless system.

We are proposing (15) Televic FLEX GO microphones, (2) battery charging stations, and a QSC DSP mixer to replace their current equipment.

In addition to the Televic microphones we will have to accomodate (2) inputs for wireless Sennheiser microphones and (1) audio input for Zoom audio into the DSP mixer. For outputs there are (6) for the existing amplifier, (2 L/R) for their Aja Fs1-X, (2 L/R) for Broadcast Pix, and (1) for assitsed listening.

**\*\*Option B- Adding a Plixus AE-R audio engine to bring in the Televic microphones on separate channels into the QSC DSP.\*\***

## General Scope of Work Description for Installations

---

BIS Digital is committed to delivering high-quality AV systems that meet the needs of our clients; our Scope of Work process is an integral part of this commitment. Please note that this document is intended as a preliminary assessment only and may be subject to a final technical assessment of your requirements. Its use is limited to the purpose of allowing you to verify, via signature, whether the listed equipment, software, and installation needs were accurately recorded. The final implementation of equipment and functionality may vary due to factors including but not limited to: budget, infrastructure, and manufacturer constraints. This document does not provide any implied or express warranties, and BIS Digital accepts no liability for any reliance on the information contained within it beyond its intended purpose as an initial work assessment. Unless otherwise specified, the following section lists BIS Digital and client responsibilities for a standard installation.

### **BIS Digital will be responsible for the following:**

- Provision of all necessary labor, supervision, tools, equipment, materials, services, testing, and other expenses for the successful installation and delivery of a complete and operable A/V solution.
- Performance of all work as described in the scope of work, including installation and testing of specified equipment and final circuit terminations in the head-end equipment racks.
- Project management, personnel, supervision, staff, labor, installation planning, scheduling, documentation, installation quality, and testing devices as required to complete the work.
- Furnishing of specified equipment, with the caveat that BIS Digital reserves the right to bill for equipment as stored materials when delivery or installation is not possible.
- Recommendation for the installation of dedicated electrical power at the head-end, end-user equipment, or at the location of final control(s).
- Production of deliverables and any substitutions on a schedule established under a purchase agreement.

### **The client will be responsible for the following:**

- Preparation of the installation site, including but not limited to carpentry, network connection installation, and electrical work.
- Provision of scaffolds, ladders, or high-reach equipment for installation work in ceilings over 14 feet. BIS Digital will quote rental equipment as needed or upon request.
- Responsibility for any external noise or factors creating noise within the systems not exposed by installed electronic equipment.
- Ensuring that installation structures will support the weight of equipment, including but not limited to wall-mounted displays, hanging loudspeakers, and equipment racks.
- If required, customer-provided contractors will be responsible for the provision, hanging, and installation of all rigid electrical junction boxes, AC power, relay switches, conduits, and any structural reinforcement means as required for the proposed systems.

By signing below, I certify that I am an authorized signer for Village of Islamorada and have reviewed and approve the Scope of Work provided by BIS Digital. I understand that this Scope of Work defines the equipment requirements for the project, and certify this document accurately captures the needs of my organization. I also acknowledge that any changes to the Scope of Work must be approved in writing by all parties involved.

Client Name \_\_\_\_\_ Signature \_\_\_\_\_ Date \_\_\_\_\_



## Disclaimer: Shipping and Handling

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### Shipping Information and Requirements

By engaging in our shipping services, customers are obligated to provide precise shipping contact information. This includes the first and last name, title, phone number, and email address of the individual designated to oversee shipping logistics. Customers must also explicitly state whether their location possesses a designated dock for receiving shipments. This information is crucial for planning to ensure the most efficient and timely delivery method.

### Direct Shipments from Manufacturers

BIS Digital reserves the right to dispatch particular items, such as monitors and specific components, directly from the manufacturer. While this approach may result in separate arrivals from bundled systems, it is essential to secure timely deliveries and the uncompromised condition of individual components. Rest assured, we manage this process to minimize any potential disruption to your project.

### Shipping Costs

The expenses associated with shipping and handling will be determined according to project-specific requirements. Customers will receive a set price for these costs included in a Bill of Materials prior to proceeding with any shipment. Our objective is to maintain cost-efficiency while upholding the highest standards of care for your equipment.

### Shipping Schedule and Tracking

BIS Digital collaborates closely with customers to establish a shipping schedule that aligns with project timelines. Timely delivery is a paramount commitment, and customers will be kept informed of the shipping status through proactive communication. Additionally, when applicable, customers will be granted access to tracking services and notifications, affording them the means to monitor the status of their shipments, thereby facilitating appropriate preparation for the arrival of their AV equipment.

### Disclaimer and Contact Information

This Shipping and Handling Disclaimer serves as a general guideline for our shipping and handling procedures. BIS Digital is firmly committed to addressing specific inquiries or concerns regarding shipping in a prompt and efficient manner, all with the overarching goal of ensuring a seamless and expedient shipping experience for your AV equipment. Should you require further clarifications, have concerns, or need additional assistance, we encourage you to reach out to our dedicated support team.

#### Does the delivery site include lockable storage?

N/A – Lockable storage not needed for this scope.

#### Is the delivery site equipped with a loading dock?

N/A – Loading dock not needed for this scope.

By signing below, I certify that I am an authorized signer for Village of Islamorada and have reviewed and approved BIS Digital's Shipping and Handling Disclaimer. I understand that this disclaimer provides a general overview of shipping expectations and agree to hold BIS Digital harmless from liability arising from third-party carrier errors, damages, or delays. Furthermore, I acknowledge that if specific shipping instructions, such as address details, carry-in delivery, or attention-to information, are required, I will promptly forward these instructions to the designated account manager for implementation. I also recognize that any delays in providing accurate shipping information may result in project delays, and I accept responsibility for mitigating such delays by promptly addressing any shipping-related requirements.

Client Name \_\_\_\_\_ Signature \_\_\_\_\_ Date \_\_\_\_\_

## Disclaimer: Client-Initiated Modifications and Post-Installation Changes

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This document serves as a disclaimer by BIS Digital, Inc. to address concerns regarding client-initiated modifications and changes made to audiovisual systems during or post-installation. We urge all clients, their respective staff, and any applicable third-parties, to carefully review and understand the following points.

### **Responsibility for Modifications**

BIS Digital takes pride in delivering high-quality audiovisual systems and solutions that are carefully designed, installed, and configured according to the client's specific needs and requirements. Any modifications, alterations, or changes made to the installed systems by the client or their staff after the completion of installation are outside the scope of our original service and responsibility.

### **Risk and Implications**

Clients are advised that making unauthorized modifications to the audiovisual systems, including hardware and software, may result in compatibility issues, operational errors, and system malfunction. BIS Digital shall not be held responsible for any issues or damages that may occur due to these client-initiated modifications.

### **Client Decision-Makers**

We encourage clients to designate responsible individuals who will oversee and approve any changes or updates to the audiovisual systems, and who understand the potential consequences of unauthorized modifications.

### **Client Communication**

In the event that clients intend to make changes or upgrades to the installed systems, we kindly request that they notify BIS Digital in advance. This will allow us to assess the proposed changes for compatibility and potential impacts on the system.

### **Warranty and Support**

Our standard warranty and support services apply to the audiovisual systems as they were originally installed and configured by BIS Digital. Any client-initiated modifications may void these warranties and may incur additional charges for repair or maintenance.

### **Dispute Resolution**

In the event of disputes arising from client-initiated modifications and their impact on the audiovisual systems, BIS Digital is open to engaging in a constructive dialogue to find mutually acceptable solutions. However, the ultimate responsibility for such modifications rests with the client.

### **Acknowledgment**

By continuing to use or make changes to the audiovisual systems installed by BIS Digital, clients acknowledge their understanding and acceptance of this disclaimer.

### **Contact Information**

For any questions, concerns, or inquiries related to this Disclaimer, please contact BIS Digital through our official channels.

Please note that this disclaimer is a fundamental aspect of our service agreements. BIS Digital is committed to delivering exceptional AV solutions and ensuring the longevity and functionality of our installations. We appreciate your cooperation in preserving the integrity of our work.

## Client Site Preparation Checklist

---

As part of delivering a seamless experience, there are a few things clients can do ahead of time that greatly impact the speed and efficacy of an on-site or remote installation. In either instance, BIS Digital highly recommends reviewing the client checklist provided below and completing all applicable items within the timeframes listed should you choose us as your technology partner. If you have any questions about the items on this list, please don't hesitate to contact your account manager or call us directly at (800) 834-7674.

### At least 30 Days Prior to Installation Date:

- ☐ Identify the location where the AV equipment will be installed and ensure that it meets the necessary specifications, including proper power and electrical outlets, HVAC, lighting, and structural support.
- ☐ Provide BIS Digital with a comprehensive list of all existing AV equipment and systems that will be integrated with the new equipment, including make and model numbers.
- ☐ Ensure that all necessary software and firmware updates have been performed on existing equipment.
- ☐ Ensure that all required permits and licenses have been obtained, including those related to construction or renovation work as applicable.
- ☐ Ensure that any necessary network infrastructure is in place, including existing routers, switches, and firewalls.
- ☐ Provide BIS Digital with any applicable IP addresses to ensure that the AV equipment is properly configured to integrate with the network.
- ☐ Ensure that the appropriate personnel are present during the installation, including facilities personnel, IT personnel, and any other key stakeholders.
- ☐ Establish a clear communication plan with BIS Digital to ensure that any issues or concerns that arise on-site are promptly addressed.
- ☐ Coordinate with BIS Digital to schedule any necessary training sessions for end-users to ensure that they are familiar with the AV equipment and its functionality.

### If Archiving Recordings to a Network Path:

- ☐ Create a dedicated folder on the network for recording files.
- ☐ Ensure the Universal Naming Convention (UNC) path is available for that folder.
- ☐ Ensure each recording PC will have network access to this path.
- ☐ Ensure user logging into a recording computer will have read/write access to this path.

### Day Before Installation:

- ☐ Provide BIS Digital with any necessary access codes or keys to the installation site.
- ☐ Ensure any pre-shipped equipment is accounted for and accessible to the technicians on site.
- ☐ Ensure any existing computers will be in proper working order, free of viruses, have internet access, and be in the place where they will be used.
- ☐ Provide BIS Digital with any necessary user credentials and network access information to ensure that the AV equipment is properly integrated with the network. If this cannot be provided, please ensure someone with administrator rights will be available during the installation.

### Note on Recording Storage:

The DCR recording software can write files to multiple locations simultaneously. BIS Digital will create a C:\DCR Recordings folder on the local recording computer as the primary storage method. A mirror copy can be written to a network, external HD, flash drive, SD card, or CD/DVD. Mirroring to a network location is the preferred method. When mirroring to a network path, any user that intends to record audio/video will also need read/write/modify access to this network path so that the files can mirror successfully. When considering storage methods, BIS Digital recommends revisiting state or local government requirements for long-term storage.

### If Archiving Recordings to a CD/DVD:

- ☐ Ensure any existing CD/DVD burners meet BIS Digital specifications, function properly, and be installed at each recording computer.
- ☐ Ensure any applicable CD/DVD writing software is installed unless purchasing from BIS Digital.
- ☐ Provide a sample of writable media for testing/training and going live with the system. CD-R and DVD +R are the supported disk types.

## Disclaimer: Standard Training

The scope of training provided by BIS Digital is limited to the standard operation and maintenance of the equipment as outlined in this scope of work and in accordance with the manufacturer's requirements. Training is intended to equip end-users with the knowledge necessary to independently and effectively operate the integrated audiovisual systems.

Our training sessions are conducted by an installing technician who is most knowledgeable about the specific system, especially in cases where adjustments or modifications have been made due to unforeseen conditions on-site. This ensures that users receive tailored, accurate, and up-to-date information regarding their AV system.

The estimated total hours of training, as listed in the table below, are calculated under the assumption that each user will be trained individually. This approach is adopted because BIS Digital recognizes that end-user availability for training may vary significantly. However, we can accommodate group training sessions for efficiency. Please note that group sizes are generally limited to no more than five (5) people to ensure the quality and effectiveness of the training.

Please be aware that our training sessions are standardized and may not accommodate specific learning disabilities or impairments. Our technicians are not certified trainers and are unable to provide specialized training for such cases. If any subset of client users requires special accommodations due to learning disabilities or impairments, we strongly encourage a "train-the-trainer" approach with the client. This means that the client should designate an individual or individuals within their organization to receive the standard training and then provide tailored training or support to those with specific needs.

While every effort is made to provide comprehensive training, BIS Digital shall not be held liable for any errors, omissions, or issues arising from the use of the integrated audiovisual system following training. Users are encouraged to seek additional support or clarification if necessary.

By proceeding with training services provided by BIS Digital, you acknowledge that you have read and understood this disclaimer, and you agree to abide by the terms and conditions stated herein. If you have any questions or concerns regarding our training services or this disclaimer, please do not hesitate to contact us.

|                              | Estimated Hours | Number of Users |
|------------------------------|-----------------|-----------------|
| DCR                          | 0               | 0               |
| DCR-VC                       | 0               | 0               |
| DCR Player                   | 0               | 0               |
| Web Access / Network Monitor | 0               | 0               |
| Room Control                 | 0               | 0               |
| Evidence Presentation        | 0               | 0               |
| Other (see notes)            | 10              | 5               |
| Total                        | 10              |                 |

**Estimated Number of 8 Hour Training Days in Addition to Installation (as Facilitated by 1 Technician):**

0.42

## Optimal Specifications for BIS Digital Recording PC Systems (v8.5)

---

### PC Requirements:

2/4 Channel Audio Only

- 8GB RAM
- 256 GB Hard Drive / 8 MB Cache / 7200 RPM
- Intel Core i5 Processor
- Ethernet RJ-45 Network Interface 100/1000
- USB 3.0 Ports
- Microsoft Windows 7-11 Professional

4/8 Channel Audio w/ 4 Video Channel Max

- 16GB RAM
- 1TB Hard Drive / 8 MB Cache / 10,000 RPM
- Intel Core i5 Processor
- Ethernet RJ-45 Network Interface 100/1000
- USB 3.0 Ports
- PCIe Slot (For Non-IP Video Solutions Only)
- Microsoft Windows 7-11 Professional

8/16 Channel Audio w/ 8 Video Channels

- 16GB RAM (32GB Recommended for DCR-VC and Broadcast)
- 2TB Hard Drive / 8 MB Cache / 10,000 RPM
- Intel Core i7 Processor (i9 Recommended for DCR-VC and Broadcast)
- Ethernet RJ-45 Network Interface 100/1000
- USB 3.0 Ports
- PCIe Slot (For Non-IP Video Solutions Only)
- Microsoft Windows 7-11 Professional

## Audio Sources

|    | Location  | Status                | Placement    | Type                                | Make/Model          | DCR Channel | Function |
|----|-----------|-----------------------|--------------|-------------------------------------|---------------------|-------------|----------|
| A1 | Chambers  | Provide 15 New        | Desk-sitting | 15-16" Gooseneck (Wireless w/ Mute) | Televic GO G4       |             |          |
| A2 | Rack      | Use 2 Client-Provided | Rack-mounted | Hand-held (Wireless)                | Sennheiser          |             |          |
| A3 | Rack Room | Use 1 Client-Provided | Desk-sitting | VTC Audio                           | Zoom Computer Audio |             |          |



## Speakers

|    | Location | Status                | Type               | Zone | Make/Model |
|----|----------|-----------------------|--------------------|------|------------|
| S1 | Chambers | Use 6 Client-Provided | In-ceiling Speaker |      |            |

## Equipment

|                                     | Location     | Status                | Make / Model        | Ports Available |
|-------------------------------------|--------------|-----------------------|---------------------|-----------------|
| <b>Amplifier</b>                    | Control Room | Use 1 Client-Provided |                     |                 |
| <b>Assisted Listening System</b>    |              |                       |                     |                 |
| <b>Desktop/Laptop</b>               |              |                       |                     |                 |
| <b>DSP/Mixer</b>                    | Control Room | Provide 1 New         | QSC                 |                 |
| <b>NAS Drive</b>                    |              |                       |                     |                 |
| <b>Network Switch</b>               | Control Room | Use 1 Client-Provided |                     |                 |
| <b>Power Conditioner</b>            |              |                       |                     |                 |
| <b>Presentation System</b>          |              |                       |                     |                 |
| <b>Video Distribution Amplifier</b> |              |                       |                     |                 |
| <b>Video Input Switcher</b>         |              |                       |                     |                 |
| <b>Other (see notes)</b>            | Control Room | Provide 1 New         | Televic Plixus AE-R |                 |

## Rack(s)

|               | Location     | Status                | Type       | Access                   | Conduit | Units Available |
|---------------|--------------|-----------------------|------------|--------------------------|---------|-----------------|
| <b>Rack 1</b> | Control Room | Use 1 Client-Provided | Open-frame | Indirect (adjacent room) | None    |                 |

## Infrastructure

### On-site lockable storage?

N/A – Lockable storage not needed for this scope.

### Loading dock?

N/A – Loading dock not needed for this scope.

### Known asbestos?

N/A – The presence of asbestos does not impact the scope of this system.

### Conduit available?

N/A – Conduit not needed for this scope.

### Access above ceiling?

N/A – Ceiling access is not needed.

### Any ceiling height on-site greater than 12 feet?

N/A – BIS Digital does not need to access the ceiling.

### Cables ran in-wall?

N/A – Cables will not be ran in-wall for this scope.

### Cables ran on floor with coverings?

N/A – Cables will not be ran across the floor for this scope.

### Equipment mounted on walls, ceilings, or floors as needed?

Yes – Existing infrastructure will support mounted equipment.

### At time of walk, client confirmed that installation structures will support installed equipment as applicable?

Yes – Client confirmed structure WILL support installed devices.

### At time of walk, client confirmed relocating rack or equipment may require new cable runs for existing equipment as applicable?

Yes – Client confirmed possible relocation constraints.

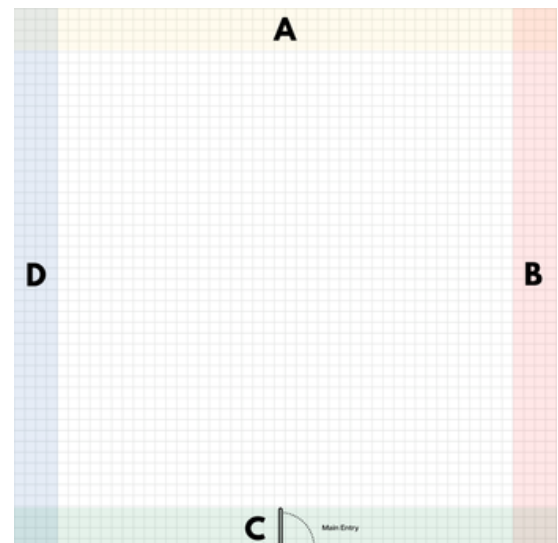
### Room Construction:

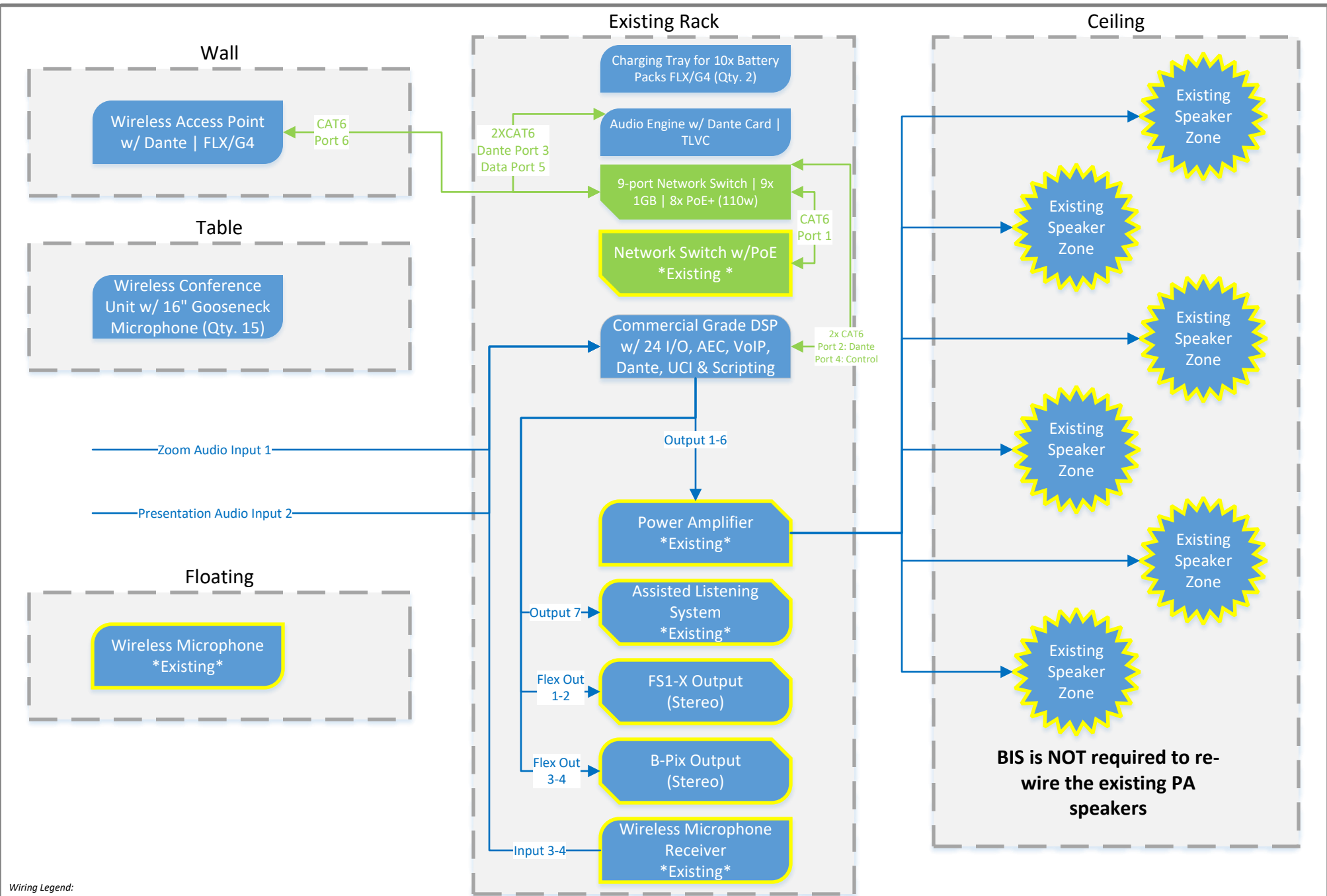
|         | Measurement (feet) | Material | Adjacent Area | Prominent Feature |
|---------|--------------------|----------|---------------|-------------------|
| Ceiling | 12'                | Glass    | N/A           |                   |
| Wall A  | 50'                | Drywall  | Exterior      |                   |
| Wall B  | 20'                | Drywall  | Exterior      | Utility Room      |
| Wall C  | 50'                | Drywall  | Exterior      |                   |
| Wall D  | 20'                | Drywall  | Exterior      |                   |
| Floor   |                    |          |               |                   |

### Will the system be installed as part of a construction or renovation project?

No – System will be installed with Existing Infrastructure.

### Room Diagram:





**BIS is NOT required to re-wire the existing PA speakers**

Wiring Legend:  
 - Audio: —————  
 - HDMI: - - - - -  
 - VGA: - - - - -  
 - Composite: - - - - -  
 - Network: - - - - -  
 - USB: —————  
 - HDBaseT: —————

**\*Clients Existing Equipment\***

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

|                                                                                                                                                                                                                                                                                                                                                  |                                                                                                                                                                                                               |                                                                      |                     |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------|---------------------|
| ALL IDEAS, DESIGNS AND PLANS REPRESENTED BY THIS DRAWING ARE OWNED BY AND ARE THE PROPERTY OF <b>BIS DIGITAL</b> . THEY WERE CREATED AND DEVELOPED FOR USE ON THIS SPECIFIED PROJECT ONLY. NONE OF THE IDEAS, DESIGNS AND PLANS SHALL BE USED BY ANY PERSONS OR CORPORATIONS FOR ANY PURPOSE WITHOUT THE WRITTEN CONSENT OF <b>BIS DIGITAL</b> . | <b>BISDIGITAL</b><br>1350 NE 58th STREET, SUITE 300<br>FORT LAUDERDALE, FL 33304<br>PHONE: <b>800.715.1234</b><br>WEBSITE: <a href="http://www.bisdigital.com">www.bisdigital.com</a><br>AUTHOR: <b>M.J.C</b> | <b>Village of Islamorada – Option B</b><br>Q-8026700<br>City Council |                     |
|                                                                                                                                                                                                                                                                                                                                                  |                                                                                                                                                                                                               | <b>AUDIO LINE DRAWING</b>                                            |                     |
|                                                                                                                                                                                                                                                                                                                                                  |                                                                                                                                                                                                               | DWG NO<br><b>1</b>                                                   | REV<br><b>A</b>     |
|                                                                                                                                                                                                                                                                                                                                                  |                                                                                                                                                                                                               | DATE: <b>8.15.2024</b>                                               | SHEET <b>1 of 1</b> |

## Key System Technology

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### Digital Signal Processor

Digital Signal Processors (DSPs) are specialized computers that are used to process and manipulate signals in real time. This is achieved through algorithms that can analyze and manipulate audio in a variety of ways. For example, a DSP might be used to adjust the volume of an audio signal, remove background noise, or cancel out echoes. They are an essential component of many BIS Digital provided audio systems and are used in a wide range of applications including but not limited to courtrooms, council chambers, police stations, and conference rooms.

BIS Digital provides DSPs that offer advanced processing capabilities and a range of connectivity options, particularly where clear, intelligible audio is critical. Specifically, most of our DSPs will handle up to 64 channels of audio and support a range of audio signal types, including analog, digital, and networked audio, such as voice over internal protocols (VOIP) or Dante.

In a typical council chamber environment, we'll use a DSP to amplify the voices of elected officials so that they can be heard by the audience and vice versa. Similarly, we'll ensure that audio from presentations and other audio sources is of the highest quality, particularly for networked destinations, such as live streaming. As to the specific functionality for this project, BIS Digital will prioritize the documented requests outlined in the scope of work but will adjust on site, as needed, based on the installation environment and client needs. This allows us to ensure that the final product meets your expectations and functions effectively within any known or unknown constraints.

### Televic

Televic is a provider of professional audio and video conferencing solutions that are designed to help businesses and organizations communicate and collaborate more effectively. The company offers a range of products and services that are suitable for a variety of applications, including meetings, presentations, and remote collaboration.

One of the key features that sets Televic apart from other conferencing solutions is the range of audio and video conferencing products it offers. These products include conference phones, speakerphones, and software applications that allow users to participate in meetings and presentations over the phone or through a computer. Televic also offers a range of video conferencing products, including cameras, monitors, and software applications that allow users to join video conferences from any device. But where they excel is in conferencing microphones. BIS Digital recommends Televic because its solutions are designed to be scalable, allowing them to be easily customized and expanded to meet the needs of any organization.

## Installation Overview

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BIS Digital is committed to delivering high-quality AV systems that meet the needs of our clients; our installation process is an integral part of this commitment. The following section is a general overview of the steps we take to ensure a seamless experience. Note: The final schedule is determined with the client after a proposal is accepted and a purchase order is received.

Our installation process begins with careful planning and design to ensure that the AV system meets the needs of the end users and is properly integrated into the space. This includes conducting site surveys to assess the physical space and infrastructure, as well as working with clients to understand their specific needs and requirements. In circumstances where we are not able to conduct a technical walkthrough pre-quotation or believe the project would benefit from an additional review, we will coordinate a site survey at the client's earliest convenience. This allows us to properly assess the physical space and infrastructure, and solidify whether any site preparations need to be made in advance, such as providing lockable storage or installing power outlets as needed to support the AV system. Product orders will commence immediately following this final site review meeting and can take 2-3 weeks, depending on manufacturing and shipping times.

Once the site is prepared, BIS Digital will connect and configure all hardware and software components of the AV system. All work will be performed by BIS Digital Technicians only, with no subcontractors. This may include installing and configuring audio processors, amplifiers, and control systems, as well as integrating the AV system with other building systems as applicable. Installation times can range from two days to two weeks per room depending upon the complexity of the system and environment. Custom programming and support will be provided by BIS Digital programmers, who will be available throughout the installation period and for routine performance upgrades and maintenance through remote service. BIS Digital follows all local building codes and regulations when performing work and ensures that all components are installed safely and securely.

After all elements are installed and tested, our technicians will provide user training to ensure that all end users are comfortable operating the AV system. The scope of training will vary depending on the complexity of the project and the number of users who need to be trained. This may include hands-on training sessions, demonstrations, and the creation of user manuals or other documentation as needed. Ongoing training can also be provided through an on-site service or remote service agreement if desired. Our goal is to ensure that all end users have the knowledge and skills they need to effectively use and maintain the AV system.

## Support and Service Overview

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At BIS Digital, we are committed to meeting our customers' service and support requirements and honoring all product warranties. We also offer comprehensive maintenance programs that include on-site and remote support, service, and training in addition to warranty fulfillment. Complete details are available upon request.

We have a 24/7 toll-free service hotline staffed by experienced technical service representatives, as well as options for placing service calls directly on our website or by phone. In most cases, we can resolve issues over the phone or in a video conference, but there may be times when an on-site visit is necessary. We use hosted customer relationship management (CRM) software to track the performance of our supported systems and our customers' services. Our technicians receive service calls through our internal service coordinator, and the cost of service coverage depends on the customer's service agreement. When a service call is completed, an automated email is sent to the customer with the results.

To ensure that we're responding quickly and efficiently to our customer requests and service issues, we've also implemented a Service Level Management Escalation Policy that outlines how we handle different levels of severity and how we communicate with our customers. Sometimes, we may need to escalate issues for technical or managerial reasons. Technical escalations involve bringing in additional expertise to resolve technical problems as quickly as possible, while managerial escalations involve higher levels of decision-making authority to address procedural or behavioral obstacles that may be holding up the resolution of a situation.

To optimize these systems, we ask every customer to contact the Technical Support Center first:

(800) 715-1234  
Support@BISDigital.com

In the event a BIS Digital technical support representative does not respond in a prompt manner (within 8 business hours), customers can escalate their service issue to the contacts below.

Account Manager – Josh Stephens  
(800) 834-7674 x 4040

Technical Services Manager – Gary Jones  
(800) 834-7674 x 4513

Director of Operations – Mitch Wise  
(800) 834-7674 x 9516



## Bill of Materials

### Account Name:

Village of Islamorada

### Quote Name:

I - AUG 2024 -WRLS MICS (Opt. B)- Council Chambers - City Council - Village of Islamorada

### Quote Number:

Q-8026700

### Quote Amount:

\$61,538.92

### Date:

8/23/24

### Quote Expiration Date:

2/22/25

### Account Rep:

Josh Stephens

### Account Rep Email:

josh.stephens@bisdigital.com

### Account Rep Phone:

(800) 834-7674 x4040

| Item                                                                                                                                   | Product Code                      | Qty   | List Price | TIPS Price | Total Price |
|----------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------|-------|------------|------------|-------------|
| Commercial Grade DSP   24 Flex Analog I/O with AEC   USB/POTS/VoIP - Includes: 32x32 Dante   Teams   Scripting Engine   UCI Deployment | BIS-QSC-110F-V2-DAN-32IO-T-SE-UCI | 1.00  | 5830.00    | \$5,247.00 | \$5,247.00  |
| Wireless Access Point w/ Dante   FLX/G4 Series                                                                                         | BIS-TLVC-FLX-G4-WAP-DAN           | 1.00  | 5900.00    | \$5,310.00 | \$5,310.00  |
| Wireless Discussion Unit   GO FLX/G4 Series                                                                                            | BIS-TLVC-FLX-G4-GO-WDU            | 15.00 | 1550.00    | \$1,395.00 | \$20,925.00 |
| Audio Engine w/ Dante Card   TLVC                                                                                                      | BIS-TLVC-AE-DAN                   | 1.00  | 6800.00    | \$6,120.00 | \$6,120.00  |
| 16" Dual-Flex Gooseneck Microphone w/ LED Ring   FLX/G4 Series                                                                         | BIS-TLVC-FLX-G4-16GN-DF-LED       | 15.00 | 395.00     | \$355.50   | \$5,332.50  |
| Rack Mountable Charging Tray for 10x Battery Packs   FLX/G4 Series                                                                     | BIS-TLVC-FLX-G4-BP-RMCT-10        | 2.00  | 1890.00    | \$1,701.00 | \$3,402.00  |
| 9-port Network Switch   9x 1GB   8x PoE+ (110w)                                                                                        | BIS-NS-M4250-GSM4210PD            | 1.00  | 990.00     | \$891.00   | \$891.00    |
| CAT6A Patch Cable   Shielded (6ft)                                                                                                     | BIS-CAT6A-STP-06-BLK              | 6.00  | 22.50      | \$20.25    | \$121.50    |
| Installation Supplies                                                                                                                  | BIS-INST-SUP                      | 1.00  | 787.13     | \$708.42   | \$708.42    |
| Shipping / Handling (C)                                                                                                                | S/H-C                             | 1.00  | 3127.95    | \$2,815.16 | \$2,815.16  |
| On-site Setup Installation and Training (per system)                                                                                   | SIT                               | 1.00  | 3960.00    | \$3,564.00 | \$3,564.00  |

| Item                                                                                                | Product Code | Qty  | List Price | TIPS Price | Total Price |
|-----------------------------------------------------------------------------------------------------|--------------|------|------------|------------|-------------|
| Annual ON-SITE SUPPORT<br>(Includes Hardware Replacement) - Contract to be Issued Upon Installation | NMNT-OS-HRDW | 1.00 | 7891.50    | \$7,102.35 | \$7,102.35  |
| TIPS Contract 230901 - Audio Visual Equipment Supplies and BIS-X-TIPS Services                      |              |      |            |            |             |

**Total (Before Tax):** \$61,538.92

## Proposal Terms and Conditions

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|                           |                                                                                                                                                                                                                                                                                                                                                                                                                         |
|---------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Proposal ID</b>        | P-2301066                                                                                                                                                                                                                                                                                                                                                                                                               |
| <b>Effective Period</b>   | This proposal is valid through 02-19-2025.                                                                                                                                                                                                                                                                                                                                                                              |
| <b>Tax Status</b>         | Sales tax will be added to an invoice unless a Tax-Exempt Form is on file with the BIS Digital corporate office.                                                                                                                                                                                                                                                                                                        |
| <b>Deposit</b>            | All orders above \$5,000 require a 50% deposit. Once the deposit for an order is received by BIS Digital, installation scheduling and shipment of goods will occur.                                                                                                                                                                                                                                                     |
| <b>Payment Terms</b>      | Payment for the delivery of goods is due upon the transfer of possession of the goods to the buyer or its agent. Payment of services is due when all services have been fully performed in accordance with the terms of the agreement. The buyer shall promptly inspect the goods or services upon receipt and shall notify BIS Digital of any defects or non-conformities. An ACH number will be provided for payment. |
| <b>Cancellation</b>       | <p>In the event a customer cancels or postpones an order after a deposit has been received, BIS Digital reserves the right to invoice for hardware, software, shipping costs, and any other materials procured for the order.</p> <p>Restocking Fee: A 20% restocking fee will be charged for all canceled orders.</p>                                                                                                  |
| <b>Limited Warranty</b>   | New software supplied by BIS Digital are covered for 90 days from the date of installation. New hardware supplied by BIS Digital are covered for 90 days from the date of delivery. Manufacturer Warranties do not cover On-Site Technical Support, Shipping costs, or Software upgrades.                                                                                                                               |
| <b>Software Assurance</b> | Annual Software Assurance entitles users to software upgrades at a fixed fee assessed at time of purchase.                                                                                                                                                                                                                                                                                                              |
| <b>Substitutions</b>      | Unforeseen supply chain disruptions or component shortages may impact the availability of goods. As a result, some items may require substitution and may be subject to price and/or delivery time variances. In these instances, BIS Digital will consult with the customer about options and alternatives.                                                                                                            |



**Proposal P-2301066 Accepted By**

---

**Full Name (Print):**

**Title:**

\_\_\_\_\_

\_\_\_\_\_

**Signature:**

**Date:**

\_\_\_\_\_

\_\_\_\_\_

**PLEASE NOTE:**  
By signing above and or providing a purchase order number below, your organization is agreeing to the appended scope of work, pricing, disclaimers, terms, and conditions, and is authorizing BIS Digital, Inc. to order, install, and bill for ALL materials and applicable services listed in this proposal: P-2301066.

**Accounts Payable Information**

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**Full Name (Print):**

**Phone Number:**

\_\_\_\_\_

\_\_\_\_\_

**Email Address:**

**Fax Number:**

\_\_\_\_\_

\_\_\_\_\_

**Purchase Order Required for Purchasing?**

**Purchase Order Number:**

**YES                      NO**

\_\_\_\_\_



## *Islamorada, Village of Islands*

September 04, 2024

The IT & Communications department of the Village is facing an urgent situation as the current microphone audio system in the council chamber is failing prematurely. To ensure the continuity of recording and broadcasting the Village's meetings, an emergency purchase of a new wireless microphone and audio system has been proposed.

Despite reaching out to three vendors for quotes, only one complete quote was received. Given the 4-to-6-week delivery time for the equipment, which also requires installation and testing, the department recommends placing the order immediately to best serve the Village's interests. It is essential to facilitate a swift upgrade and maintain the functionality of the council chambers.

The department is confident in the proposed equipment, as it aligns with their preferences for an upgrade.

Vince Tarves  
Systems Engineer  
Islamorada, Village of Islands



# Council Communication

**To:** Mayor and Village Council  
**From:** Terry Abel, Fire Chief  
**Date:** October 8, 2024  
**SUBJECT:** **Resolution Approving Recommendation of TGM Medical Corp/ Dr. Thomas Morrison and Agreement for Medical Director Services TAB 8**

## **Background:**

Islamorada, Village of Islands (the "Village"), provides Emergency Medical Services to its citizens, tourists and the general public, in accordance with Chapter 401, Florida Statutes. Pursuant to Chapter 64J-1.004 of the Florida Administrative Code, each advanced life support, basic life support or air ambulance provider shall employ a Medical Director, either directly or as an independent contractor, who meets certain qualifications to perform the duties and responsibilities described therein. The Medical Director must supervise and assume direct responsibility for the medical performance of the Emergency Medical Technicians ("EMTs") and Paramedics operating within the EMS system. The Medical Director also must approve all Medical Protocols and Trauma Transport Protocols for the employing agency in accordance with Florida Statutes.

Historically, the Village has opted to contract with an independent licensed physician to serve as the Village's Medical Director. Historically, the Village had an Agreement for Medical Director Services with Professional Emergency Services Inc. (the "Agreement"), with services being provided by Dr. Sandra Schwemmer. However, the Village terminated that Agreement on August 9, 2024, and entered into an Interim Agreement with TGM Medical Corp, with services being provided by Dr. Thomas Morrison, which is active through December 9, 2024, while an RFP was conducted to find a new medical director.

## **Analysis:**

On August 14, 2024, at the direction of the Village Manager, staff issued a Request for Proposals for EMS Medical Director (RFP 24-16) (the "RFP", attached as Exhibit "A" to the proposed Resolution) to solicit proposals from qualified parties to provide Medical Director Services for the Village's Fire Rescue Department. The RFP was issued in accordance with Sec. 2-327(b) and (c)(4) of the Village's Purchasing Guidelines in the Village Code of Ordinances and was published on DemandStar.com and on the Village's website from August 14, 2024 through September 13, 2024. Proposals were due to the Village Clerk by 3:00 p.m. EST on September 13, 2024.

The Village Clerk received one (1) Proposal in response to the RFP. Proposals were opened by the Village Clerk on September 13, 2024, immediately following the RFP closing. Proposals were received from TGM Medical Corp/Dr. Thomas Morrison. To evaluate the Proposal, the Village Manager appointed an RFP Review Committee (the "Committee") consisting of Assistant Fire Chief Jason Lyman, Lt. Erica Oliveria, Captain Jason Luna,

Firefighter/Paramedic Cortina.

The proposal was reviewed by the Committee to ensure compliance with the RFP.

| Bid Rank | Proposer/Firm Name                     | Cost                |
|----------|----------------------------------------|---------------------|
| 1        | TGM Medical Group/ Dr. Thomas Morrison | \$67,200.00 Per Yr. |

The attached resolution would approve the recommendation of the RFP 24-16 Evaluation Committee and select TGM Medical Corp./Dr. Thomas Morrison as the EMS Medical Director. The attached resolution would also authorize the Village Manager to enter into an agreement with TGM Medical Corp/Dr. Thomas Morrison for the requested services and thereafter expend budgeted funds for the project. If an agreement cannot be reached with TGM Medical Corp., then, the Village Manager is authorized to reissue another RFP. The new Agreement would commence November 1, 2024, and continue through October 31, 2029, with (2) two-year renewal options.

**Budget Impact:**

The annual fee for services under the Agreement for Medical Director Services is \$67,200.00, with monthly payments of \$5,600.00. The new annual fee is subject to a 4.0% annual COLA increase each contract renewal period. Funds for Medical Director services would be budgeted in FY 2024-2025 in the Fire Rescue Department's Professional Services account in the General Fund.

**Staff Impact:**

The Medical Director would provide leadership and guidance to the EMS system of the Village and would provide oversight of the Fire Rescue Department's medical patient care operations. Fire Rescue and EMS Staff would continue to coordinate with the Medical Director in accordance with Florida Statutes.

**Recommendation:**

Staff recommends that the Village Council adopt the proposed resolution approving the recommendation of the Committee and authorizing the Village Manager to enter into an agreement for the requested services.

- Attachments:**
1. RFP 24-16 EMS Medical Director with exhibits(Exhibit A)
  2. TGM MEDICAL CORP RFP RESPONSE
  3. 49Q1974-Fwd MD Contract
  4. 49P9629-Resolution approving new Medical Director TGM 2024





**Islamorada, Village of Islands, Florida**

**REQUEST FOR PROPOSALS**

**EMERGENCY MEDICAL SERVICES (EMS) MEDICAL DIRECTOR  
(RFP 24-16)**

**Issue Date: August 14, 2024**

Islamorada, Village of Islands (the "Village"), will receive formal proposals from qualified proposers to provide the services of an Emergency Medical Services (EMS) Medical Director as required under Section 401.265, Florida Statutes for the Village Fire Rescue Department (the "Services"). Formal proposals will be accepted until **3:00 p.m. Local Time on September 13, 2024.**

Interested proposers must submit sealed proposal packages by certified mail or in person to:

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

To be eligible for selection consideration, a submittal package must contain all documentation detailed in Section VII of this document. Proposers must submit one (1) original printed package and three (3) printed copies, and one (1) electronic copy provided by email attachment or cloud storage link. The printed documents shall be enclosed in a sealed envelope and be plainly marked on the upper left-hand corner with the name and address of the proposer and bear the following title: Islamorada, Village of Islands **"Emergency Medical Services (EMS) Medical Director (RFP 24-16)."**

The electronic copy should be identical to the original printed package in natively converted PDF format and include "RFP 24-16" in the document title. Submit the electronic document or link to the cloud storage site via email to [clerk@islamorada.fl.us](mailto:clerk@islamorada.fl.us) by the bid submittal deadline above.

It is the sole responsibility of proposing persons or firms to ensure that their submittal is received in a timely manner. Any proposal package submitted past the deadline and/or submitted to other locations or offices shall be deemed non-responsive and will be rejected. At the sole discretion of the Village, an exception to the submittal deadline may be made for emergency conditions affecting Islamorada.

The issuance of this RFP does not obligate the Council to award a contract or to pay any costs incurred in preparation of proposals responding to this RFP.

## **I. CONE OF SILENCE NOTICE**

A "Cone of Silence" is hereby imposed prohibiting communications in connection with this bid or the Services. The Cone of Silence shall be in effect from the time of issuance of this bid through the time the Services procured through this bid are formally awarded through the approval of the Village Council.

Any communications regarding this bid or the Services between: a potential Proposer or Firm, including any person acting on a Proposer's behalf, and the Village Council members, Village staff, including the Village Manager and his staff, Village employees and consultants, and any member of the Village's Evaluation Committee are prohibited.

**Duration of Cone of Silence.** The Cone of Silence shall terminate upon approval of the contract by the Village Council.

**Exceptions to Applicability.** The provisions of this Cone of Silence shall not apply to:

1. Oral communications at scheduled pre-proposal conferences or meetings.
2. Formal oral presentations or interviews before the Evaluation Committee as requested by the Evaluation Committee and publicly noticed in advance.
3. Public presentations made to the Village Council members during any duly noticed public meeting.
4. Communications in writing at any time with the Village Clerk, designated responsible for administering the procurement process for this bid document, provided the communication pertains to matters of process or procedure set forth in this bid document, unless specifically prohibited by this bid document.
5. Duly noticed site visits during the time period between the opening of Proposals and the time the Village Council considers the final selection and award of the Proposals.
6. Written questions or requests from Proposers for clarification or information in this bid document to the Village Clerk or the contact provided in Section III of this document, responses to the Proposer's questions or requests for clarification or additional information, and Addenda issued by the Village to this bid document.
7. Contract negotiations.
8. Communications solely with the Village Attorney.

**Penalties.** Violation of this Cone of Silence by a particular Proposer or Firm, Firm members or personnel, shall render any Proposal submitted in response to the bid disqualified.

**Questions Regarding the Cone of Silence.** Please contact the Village Clerk with any questions concerning compliance with the Cone of Silence.

## **II. PUBLIC ENTITIES CRIMES ACT**

In accordance with the Public Entity Crimes Act, (Section 287.133, Florida Statutes) a person or affiliate who is a contractor, 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 the Village, 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 or real property to the Village, 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 the Village in excess of the threshold amount provided in Section 287.017, Florida Statutes, for Category Two for a period of thirty-six (36) months from the date of being placed on the convicted vendor list. Violation of this Section by the contractor shall result in rejection of the bid, termination of the contract and may cause contractor debarment.

## **III. INQUIRIES FOR CLARIFICATION**

All inquiries and requests for clarification or interpretation regarding this Request for Proposals (the "RPF") shall be made in writing to the attention of the Procurement and Grants Administrator by mail to 86800 Overseas Highway, Islamorada, Florida 33036 or by email to [mary.swaney@islamorada.fl.us](mailto:mary.swaney@islamorada.fl.us) **no later than August 30, 2024.**

The Village shall issue appropriate addenda as necessary via DemandStar at <https://www.demandstar.com> and on the Village's website at <http://www.islamorada.fl.us>. No oral change or interpretation of the provisions contained in this RFP is valid. Written addenda shall be issued when changes, clarifications or amendments to the Request for Proposals document are deemed necessary. The issuance of a written addendum is the only official method whereby interpretation, clarification or additional information can be given.

## **IV. PURPOSE**

The purpose of this RFP is to solicit sealed cost proposals from Florida licensed physicians to provide the services of Emergency Medical Services (EMS) Medical Director, pursuant to Section 401.265, Florida Statutes for the Village Fire Rescue Department (the "Services"). Proposals are requested from Florida licensed physicians or corporations, associations or partnerships composed of licensed physicians that have a demonstrated ability to perform the tasks identified in the Duties and Responsibilities section of this RFP.

## **V. OBJECTIVES**

The objective of this RFP is to secure the services of a Medical Director for the leadership and guidance of the Emergency Medical Service ("EMS") system within the Village, as required by Section 401.265, Florida Statutes. The selected Medical Director will be responsible for overseeing the medical (patient care) operations of the Village's Fire Rescue Department. The professional services to be provided and performed for the Village are described in Section VII, Scope of Services. The anticipated contract period during which the Services are to be performed is October 2024 for a five-year term through October 2029, with two (2), two-year optional renewal periods.

The Medical Director shall perform the Services under this agreement as an independent contractor and nothing contained herein shall be construed to be inconsistent with this relationship or status. Nothing in the agreement shall be interpreted or construed to constitute the Contractor or any of its agents or employees to be the agent, employee or representative of the Village.

## **VI. BACKGROUND AND HISTORY**

The Village is a municipality located within the Florida Keys and is comprised of four (4) islands spanning 18 miles. The population is approximately 7,272, and the Village has about 115 full-time employees. As a Florida municipality, the Village must operate within the guidelines of Florida Statutes relating to public records, public meetings, and Sunshine laws. The Village undergoes an annual financial audit pursuant to Florida Statutes. Additionally, the Village must follow the guidelines of its purchasing ordinance when purchasing capital, supplies and services.

The Village operates a Fire Rescue Department consisting of 41 full-time employees housed in three Fire Stations and a varying number of on-call and volunteer employees. The Islamorada Fire Rescue Department (the "Department") is statutorily charged with fire prevention and emergency management duties. The Department provides fire prevention, suppression, emergency management, emergency medical services, hazmat operations services to the Village and provides mutual assistance to neighboring agencies in need.

The Department provides ambulance services within the Village. Florida Statutes Chapter 401 and Florida Administrative Code ("F.A.C.") Chapter 64-J require medical direction for the provision of Advanced Life Support ("ALS") and Basic Life Support ("BLS"). The selected Medical Director will be responsible for overseeing the medical (patient care) operations of the Village's Department.

## **VII. SCOPE OF SERVICES**

### **1.0 GENERAL SCOPE AND DELIVERABLES**

#### **A. Proposer Qualifications:**

1. Currently licensed and practicing in the State of Florida as an M.D. or D.O. for at least five (5) years.
2. The Proposer must have the ability to prescribe medications, including controlled substances, in the State of Florida, pursuant to the provisions of Chapters 458, 459, 499 and 893 of the Florida Statutes.
3. The Proposer shall be active in a broad based clinical medical specialty with demonstrated experience in the pre-hospital care.
4. The Proposer must have broad knowledge base of pre-hospital care and hospital emergency medicine and/or emergency surgery. The Proposer shall indicate experience with Pre-hospital care experience.
5. The Proposer is preferred to be Board Certified for at least five (5) years in Emergency Medicine through either the American Board of Emergency Medicine or the American Board of Osteopathic Emergency Physicians.
6. It is preferred that the Proposer possess expertise in ACLS, PHTLS and PALS.

**B. Time Commitment:**

The selected Medical Director must be available to participate in the following meetings:

1. Within two (2) months of contract signing, the Proposer must present a plan for the Fire Chief's approval to provide Advanced Cardiac Life Support (ACLS) instruction, Pre-Hospital Trauma Life Support (ATLS) instruction and Pediatric Advanced Life Support (PALS) to IFR personnel. This instruction must be available at least once every two (2) years at no additional cost to the Village.
2. Become active with the Florida Association of Emergency Medical Services Medical Directors within six (6) months of contract signing.
3. Meet at the Department stations a minimum of once per quarter. These meetings may involve the Fire Chief, Chief of Operations or their designee to discuss the overall Department and the Village's EMS issues.
4. Conduct an annual comprehensive review of EMS Standing Orders, Trauma Transport Protocols and associated department Medical Protocols.
5. Be available to meet quarterly with area Emergency Department Directors and Hospital Administrators regarding pre-hospital care and EMS users, commonly referred to as EMS Users Group.

**C. Duties and Responsibilities**

Professional services, duties and responsibilities of the selected Medical Director will be to:

1. Supervise and accept direct responsibilities for the medical performance of the paramedics and EMTs working for IFR. Medical director will retain the ultimate authority to permit and /or prohibit any paramedic or EMT to use advanced life support or other emergency medical procedures. The area of responsibility will include, but not be limited to, on-duty field personnel, on-duty command personnel, on-call personnel and volunteer personnel.
2. Periodically evaluate the medical capability of the paramedics and EMTs of IFR and offer advice regarding the appropriate levels and standards of care that should be achieved. This evaluation may be accomplished through written testing, performance-based testing, and direct observation during patient transport and treatment events.
3. Develop medically correct EMS Protocols that permit specified ALS procedures to be used when field paramedics cannot establish communication with the medical director, or when a delay in patient care would potentially threaten the life or health of the patient.
4. Annually review the EMS Protocols for accuracy within local, state, and federal standards of care guidelines. To accept responsibility for the medical correctness of any standing order that he/she authorizes for use and for properly instructing regarding the correct use of the Protocols.
5. Develop EMS Protocols that ensure the transport of patients to facilities that offer a type of level of care appropriate to the patient's condition (e.g. Trauma Transport Protocols, Stroke and STEMI patients).
6. Develop medically correct EMS Protocols, which permit EMTs to perform specified advanced BLS procedures. These procedures include but are not limited to, normal day to day BLS functions, automatic/semiautomatic defibrillation, esophageal intubation, and inter facility monitoring.

7. Develop protocols as required under Section 64J-1.004(3) F.A.C., as may be amended from time to time.
8. Prepare and maintain a written document that outlines any deviations to the Trauma Transport Protocol, including the circumstances and Medical Director's opinion.
9. Create, authorize and ensure adherence to detailed written operating procedures regarding all aspects of the handling of medications, fluids and controlled substances, including their disposal, and accept responsibility that the security procedures meet Chapters 499 and 893, F.S. and 64J-2 F.A.C.
10. Ensure that all EMT's and paramedics in the system are trained in the use of the trauma scorecard methodology as provided in Section 64J-2 F.A.C.
11. Develop and/or approve a forty (40) hour EMT and forty (40) hour paramedic continuing education credit program for the biennial certification process which is based on the 24/48 shift, worked by field personnel.
12. Develop and approve other selected topics as required by local, state, and federal laws, (e.g. communicable diseases, SIDS, etc.).
13. Develop and/or participate in patient care Quality Assurance program to assess the medical performance of paramedics and EMTs. Auditing of personnel may include, but not be limited to, a prompt run report review direct observation on emergency scenes as well as on transport units and comparison of performance standards for drugs, equipment, protocols, and procedures.
14. Conduct periodic review sessions with IFR personnel in regards to medical management of individual medical case.
15. Recommend and/or approve equipment, medication and Protocols that meet or exceed Section 64J F.A.C. through direct coordination with the Department's established EMS Committee.
16. Remain available to consult with or attend, in person or electronically, scheduled EMS Committee meetings.
17. Provide the system with continuous on-line medical control twenty-four (24) hours per day, seven (7) days per week, which shall include medical direction to personnel, resolve system conflicts and provide services in an emergency as defined in Section 252.34 (3).
18. Establish an emergency administrative call schedule in which an appointed physician will be on call during periods of vacations, holidays, and other occasions where the Medical Director may be unavailable for consultation/direction.
19. Develop and maintain a system to review and evaluate new medications, EMS equipment and innovative EMS patient care modalities for possible implementations; potentially improving patient care to IFR.
20. Review emergency medical procedures for possible elimination of medications, equipment and treatment modalities that no longer provide effective and efficient care and treatment for emergency patients.
21. Maintain relationships/agreements with receiving facilities for treatment and transport of stroke, STEMI, ACS and trauma patients to receiving facilities.
22. Authorize an "in house" representative to conduct staff evaluations in order to recommend approval of new staff to operate as an EMT or Paramedic.

## VIII. ELIGIBILITY CRITERIA

To be eligible for selection consideration, interested proposers must submit proposals in the manner directed on the first page of this RFP document.

Proposals must contain the following information:

1. ***Cover Letter to include the following information:***
  - a) the proposer's understanding of the services to be performed,
  - b) a statement explaining why the proposer believes itself to be qualified to perform the Services,
  - c) examples of similar services provided,
  - d) statements explaining experience gained in an EMS system where the Proposer has been responsible as a Physician or Medical Director for a similar size or larger EMS agency,
  - e) the total number of professional staff that would be assigned to complete the Services,
  - f) the commitment to perform the services within the time period specified,
  - g) the proposer must sign the Cover Letter indicating the proposer's title or authority.
2. ***Medical Qualifications:*** Provide a list of licenses and certifications that pertain to the qualifications listed in this RFP.
3. ***Peer Group Participation:*** Provide a list of memberships in peer groups, the proposer's role and participation with each group.
4. ***Cost Proposal:*** List the annual cost to provide service as a Medical Director for Department and any increases in fee due upon the execution of an optional contract renewal. Fee should include compensation for all tasks identified in the proposal, including, but not limited to, travel costs, transportation, fringe benefits, clerical support, salary, general overhead costs, direct expenses, profit and all other out-of-pocket expenses.
5. ***Proposed Training Plan:*** Provide a proposed program for in-house training to meet all applicable re-certification requirements, refresher courses, student/newly certified evaluation methods, and proficiency maintenance. The program should incorporate both in-person training/hands on sessions and electronic delivery formats.
6. ***Commitment to Clinical Performance:*** Provide a written statement outlining plans on system improvement, design and EMS protocols specific to the Village.
7. ***References:*** Provide at least five (5) references from associates who will attest to the proposer's RELEVANT EXPERTISE. The references shall include the name, address, telephone number and email address of a contact person for each reference cited. The Village reserves the right to contact any and all references pertaining to this solicitation and related proposal.



8. **Appendix A:** Submit the completed and signed Appendix A acknowledging receipt of Addenda and Affidavit Attesting to Noncoercive Conduct for Labor or Services.

## **IX. INSURANCE FOR AWARDED CONTRACT**

**1.0 Insurance:** Proposer agrees to, in the performance of work and services under the awarded Agreement, comply with all federal, state, and local laws and regulations now in effect, or hereinafter enacted during the term of the awarded Agreement that are applicable to proposer, its employees, agents, or subcontractors, if any, with respect to the work and services described herein.

Proposer shall obtain at proposer's expense all necessary insurance in such form and amount as required by this proposal or by the Village's Risk and Safety Manager before beginning work under the awarded Agreement including, but not limited to, Workers' Compensation, Commercial General Liability, Automobile Liability and all other insurance as required by the City, including Medical Malpractice (Errors and Omission Liability). The proposer will ensure that any and all sub-Contractors comply with the above guidelines and will retain all necessary insurance in force throughout the terms of this agreement. The successful proposer shall be responsible for all necessary insurance coverage as indicated below. Certificates of Insurance must be provided to Village within fifteen (15) days after award of contract, with Village Council listed as additional insured as indicated.

| Worker's Compensation                        | Statutory Limits                                               |
|----------------------------------------------|----------------------------------------------------------------|
| Physician's Professional Liability Insurance | \$1,000,000 per occurrence and annual aggregate of \$3,000,000 |
| Vehicle Liability                            | \$300,000 per Occurrence                                       |
| (Owned, non-owned and hired vehicles)        | \$300,000 Combined Single Limit                                |

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.

Compliance with these insurance requirements shall not limit the liability of the successful proposer. Any remedy provided to the Village by the insurance provided by contractor shall be in addition to and not in lieu of any other remedy (including, but not limited to, as an indemnitee of contractor) available to the Village under the awarded Agreement or otherwise.

Neither approval nor failure to disapprove insurance furnished by the successful proposer shall relieve the successful proposer from responsibility to provide insurance as required by this RFP and the awarded Agreement.

The Village reserves the right to require higher limits depending upon the scope of work under the awarded Agreement.

Proposer shall indemnify and save the Village harmless from any damage resulting to it for failure of either proposer or any sub-contractor to obtain or maintain such insurance.

Neither proposer nor any sub-contractor shall commence work under this contract until they have obtained all insurance required under this section and have supplied the Village with evidence of such coverage in the form of an insurance certificate and endorsement. The proposer will ensure that all sub-contractors will comply with the above guidelines and will maintain the necessary coverages throughout the term of the awarded Agreement.

All insurance carriers shall be rated at least A-VII per Best's Key Rating Guide and shall be licensed to do business in Florida. Policies shall be "Occurrence" form. Each carrier will give the Village sixty (60) days' notice prior to cancellation.

The proposer shall be responsible for the payment of all deductibles and self-insured retentions. The Village may require that the proposer purchase a bond to cover the full amount of the deductible or self-insured retention.

If the proposer is to provide professional services under the awarded Agreement, the proposer must provide the Village with evidence of Medical Malpractice liability insurance in accordance with the terms set forth herein. "Claims-Made" forms are acceptable only for Medical/Malpractice Professional Liability.

Proposer agrees to perform the work under the awarded Agreement as an independent contractor, and not as a subcontractor, agent or employee of the Village.

## **X. EVALUATION AND SCORING**

A publicly noticed bid opening will be held at the Village Administrative Center. An Evaluation Committee made up of three or more Village staff members will convene in a publicly noticed meeting to evaluate proposals after they are opened. Proposals will be evaluated for responsiveness to the RFP. The Evaluation Committee will prepare a ranking of recommendations to the Village Council based on a point system for entering into contract negotiations. Upon approval of the Village Council, negotiations will commence with the first-ranked proposer. If the Village and the first-ranked proposer are unable to finalize a contract, then the negotiation process will move to the second-ranked proposer and so forth.

Pursuant to Section 287.05701(2), Florida Statutes, the Village may not request documentation of or consider a vendor's social, political, or ideological interests when determining if the vendor is a

responsible vendor. In addition, the Village may not give preference to a vendor based on the vendor’s social, political, or ideological interests.

The point system for the evaluation and scoring of responsive proposals will be as follows:

|                                                                  |                       |
|------------------------------------------------------------------|-----------------------|
| Medical Qualification/Relevant Experience                        | 0 - 25 points         |
| Cost of Services to the Village                                  | 0 - 15 points         |
| Commitment to clinical performance/<br>Training Program Proposal | 0 - 35 points         |
| Physician Group Involvement                                      | 0 - 10 points         |
| References                                                       | 0 - 10 points         |
| <u>Local Preference</u>                                          | <u>0 – 10 points</u>  |
| <b>SUBTOTAL POINT RANGE</b>                                      | <b>0 – 105 POINTS</b> |

The Village reserves the right to accept or reject any or all proposals, to waive irregularities, technical errors and formalities, and to select a qualified provider or providers to provide the Service as it deems will best serve the interests of the Village.

#### **XI. LOCAL PREFERENCE**

Firms seeking preference as a local business must complete Exhibit “A”. Firms meeting all of the following requirements may seek certification as a local business pursuant to Ordinance 2-327(e), Islamorada, Village of Islands.

1. Has a current Monroe County occupational license or business tax receipt, with a principal office located at a physical address which is between MM 72.658 and the Miami-Dade County boundary line; and
2. The principal office has been established a minimum of 18 consecutive months prior to the date of solicitation of bid and operates or performs business on a day-to-day basis that is a substantial component of the goods or services being offered to the Village; and
3. A minimum of 51 percent of the labor or personnel used to perform the purchase or contract reside in the Upper Keys (MM72.658 to the Miami-Dade County boundary line) at the time of submittal; and
4. A minimum of 51 percent of the business’ owners reside in the Upper Keys (MM 72.658 to the Miami-Dade County boundary line) at the time of submittal.

#### **XII. FORM OF AGREEMENT**

A draft copy of the form of Agreement for the services is attached as Exhibit “B”. The draft agreement includes the major business concerns for the Village, which is subject to change in the Village’s discretion. The final agreement will govern the successful proposer’s performance under the agreement and shall be executed by the successful proposer(s). All proposers, by submission of their proposals agree to execute an agreement consistent with the terms of this RFP if selected by the Village to perform the Services. The final agreement may not be in the same form as the draft agreement.

### **XIII. CONFIDENTIALITY AND PUBLIC RECORDS**

The Proposal Documents and related materials received from the proposers in response to this RFP will become the property of the Village and will not be returned. The Village is a public agency subject to the Florida Public Records Law.

Florida Statute 119.071(1)(b)(2) provides an exemption for "sealed bids, proposals, or replies received by an agency pursuant to a competitive solicitation" until such time as the agency provides notice of an intended decision or until 30 days after opening, whichever is earlier.

Upon the Village's notice of a decision or intended decisions on selection of a proposer or within thirty (30) days after the opening of the Proposal Documents, whichever is earlier, any material submitted in response to this RFP will become a "public record" and shall be subject to public disclosure consistent with Chapter 119, Florida Statutes (Florida Public Records Law). All documents submitted to the Village pursuant to this RFP are public records or documents subject to disclosure, except as specifically exempted by Florida law or other Applicable Law. The Village reserves the right to make all final determination(s) of the applicability of the Florida Public Records Law.

By submitting proposals, each proposer expressly acknowledges and agrees that the Village will not be responsible or liable in any way for any losses that the proposer may suffer from disclosure of information or materials to third parties and the proposer agrees to defend, indemnify, and hold harmless the Village from all costs (including reasonable attorneys' fees) arising from or related to any action under Florida Public Record's Law.

## Affidavit Attesting to Noncoercive Conduct for Labor or Services

Nongovernment Entity name: \_\_\_\_\_ ("**Vendor**")

Vendor FEIN: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Phone number: \_\_\_\_\_ Email Address: \_\_\_\_\_

As a nongovernmental entity executing, renewing, or extending a contract with a government entity, **Vendor** is required to provide an affidavit under penalty of perjury attesting that **Vendor** does not use coercion for labor or services in accordance with Section 787.06, Florida Statutes.

As defined in Section 787.06(2)(a), coercion means:

1. Using or threatening to use physical force against any person;
2. Restraining, isolating, or confining or threatening to restrain, isolate, or confine any person without lawful authority and against her or his will;
3. Using lending or other credit methods to establish a debt by any person when labor or services are pledged as a security for the debt, if the value of the labor or services as reasonably assessed is not applied toward the liquidation of the debt, the length and nature of the labor or service are not respectively limited and defined;
4. Destroying, concealing, removing, confiscating, withholding, or possessing any actual or purported passport, visa, or other immigration document, or any other actual or purported government identification document, of any person;
5. Causing or threatening to cause financial harm to any person;
6. Enticing or luring any person by fraud or deceit; or
7. Providing a controlled substance as outlined in Schedule I or Schedule II of Section 893.03 to any person for the purpose of exploitation of that person.

As a person authorized to sign on behalf of **Vendor**, I certify that **Vendor** does not use coercion for labor or services in accordance with Section 787.06.

### Written Declaration

**Under penalties of perjury, I declare that I have read the foregoing Affidavit and that the facts stated in it are true.**

By: \_\_\_\_\_  
Authorized Signature

Print Name and Title: \_\_\_\_\_

Date: \_\_\_\_\_

## APPENDIX A

### ACKNOWLEDGMENT OF ADDENDA AND DOCUMENTS

The Proposer hereby acknowledges the receipt of the following addenda issued by the Village and incorporated into and made part of this RFP. In the event the Proposer fails to include any addenda in the table below, submission of this form shall constitute acknowledgment of receipt of all addenda, whether or not received by him/her.

| ADDENDUM NUMBER | DATE RECEIVED |
|-----------------|---------------|
| _____           | _____         |
| _____           | _____         |
| _____           | _____         |
| _____           | _____         |
| _____           | _____         |
| _____           | _____         |
| _____           | _____         |

In addition to the addenda listed above, I acknowledge receipt of the Affidavit Attesting to Noncoercive Conduct for Labor or Services or Services and if awarded an Agreement with the Village will execute the affidavit attesting that my business does not use coercion for labor or services.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Print name

\_\_\_\_\_  
Date

Affidavit  
For Certification as a Local Business

State of Florida  
County of Monroe

BEFORE ME, the undersigned authority, personally appeared \_\_\_\_\_  
(Affiant's Name), as \_\_\_\_\_ (Title) of \_\_\_\_\_  
\_\_\_\_\_ (Name of Company), a \_\_\_\_\_ (Type of Entity), who after  
having been sworn, deposes and states:

1. My name is \_\_\_\_\_.
2. I am the \_\_\_\_\_ (Title) of \_\_\_\_\_  
(Name of Firm), and I have personal knowledge of the facts stated herein.
3. \_\_\_\_\_ (Name of Company) seeks certification as a  
local business pursuant to Ordinance 2-327(e), Islamorada, Village of Islands, and RFP  
19-08; and
4. \_\_\_\_\_ (Name of Company) has a current Monroe  
County occupational license or business tax receipt, with a principal office located at \_  
\_\_\_\_\_  
(Physical Address), which is between MM 72.658 and the Miami-Dade County  
boundary line; and
5. The principal office has been established a minimum of 18 consecutive months prior  
to the date of solicitation of ITB 23-20 and operates or performs business on a  
day-to-day basis that is a substantial component of the goods or services being offered  
to the Village; and
6. A minimum of 51 percent of the labor or personnel used to perform the purchase  
contract reside in the Upper Keys (MM72.658 to the Miami-Dade County boundary  
line) at the time of submittal; and
7. A minimum of 51 percent of the business' owners reside in the Upper Keys (MM 72.658  
to the Miami-Dade County boundary line) at the time of submittal.

\_\_\_\_\_  
Affiant

Sworn to and subscribed before me, this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_ Personally known

\_\_\_\_\_ Produced identification

\_\_\_\_\_ Type of identification produced

(seal)

\_\_\_\_\_  
Notary Public



**Village Code Section 2-237(e) Preference for local businesses.**

- (1) Local preference shall apply for purchases of or contracts for material, supplies, equipment, improvements, or services in the following manner:
  - (a) Any local business shall receive a preference bonus of ten percent for purchases or contracts less than \$100,000.00.
  - (b) Any local business shall receive a preference bonus of five percent for purchases or contracts which are \$100,000.00 or more but less than \$500,000.00.
  - (c) Any local businesses shall receive a preference bonus of two and one-half percent for purchases or contracts which are \$500,000.00 or more.
- (2) For purposes of this subsection, the term "local business" shall mean the following:
  - (a) A business with a current required Monroe County occupational license or business tax receipt, which has a principal office located within the Upper Keys (Upper Keys shall be defined as that geographical area located from the southern boundary of the village at MM 72.658 north to the Miami-Dade County boundary line); and
  - (b) The principal office has been established a minimum of 18 consecutive months prior to the date of the solicitation of the purchase or contract and operates or performs business on a day-to-day basis that is a substantial component of the goods or services being offered to the village; and
  - (c) A minimum of 51 percent of the labor or personnel used to perform the purchase or contract reside in the Upper Keys at the time of submittal; and
  - (d) A minimum of 51 percent of the business' owners reside in the Upper Keys at the time of submittal.
  - (e) Post office boxes are not verifiable and shall not be used for the purpose of establishing a physical address pursuant to this subsection.
  - (f) Any business seeking certification as a local business shall execute and submit to the village an affidavit, in a form provided by the village, certifying that it meets the criteria established for a determination as a local business. The affidavit shall be submitted and kept on file with the village and updated at the time of submittal of any bid or proposal.
- (3) Exemption: The local preference provided for by this subsection shall not be applied where the application of the preference would conflict with federal law, state law or the conditions of any funding source for the purchase or contract.
- (4) Waiver: The application of local preference to a particular purchase or contract for which the village council is the awarding authority may be waived by the village council prior to the solicitation of the purchase or contract.
- (5) Notice: Both bid documents and request for proposal documents shall include notice of the local preference policy and any applicable waiver in accordance with subsection 2-237(e)(4) above.
- (6) Penalties:
  - (a) Misrepresentation. Any vendor, contractor, or firm who fails to act in good faith and misrepresents the local preference status as determined by the village manager in any bid or proposal submitted to the village for the purchases of or contracts for materials, supplies, equipment, improvements, or services shall:
    - (1) Lose the privilege to submit a bid or proposal to the village for a period of up to one year from the date the misrepresentation was discovered; and
    - (2) Pay a penalty equal to the difference between the original purchase or contract award and the next lowest responsive, responsible bidder and pay an additional ten percent penalty based upon the original value of the purchase or contract awarded.
  - (b) Failure to maintain local business preference qualifications. Any vendor, contractor, or firm that fails to maintain its local preference status which resulted in the awarded contract shall be in breach of the contract and may be subject to termination of the contract, suspension of payments under the contract, and loss of the local preference status on the contract.
  - (c) Prior to the imposition of penalties provided for in 2-237(e)(6)(a) or (b) above, any vendor, contractor, or firm shall be entitled to notice from the village and an evidentiary hearing before the village council. Such hearing request shall be filed with the village clerk within 20 calendar days from receipt of the notice.

**AGREEMENT**

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

**ISLAMORADA, VILLAGE OF ISLANDS**

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

and

a \_\_\_\_\_, authorized to do business in the State of Florida, hereinafter "**CONTRACTOR**."

**WITNESSETH:**

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

**Article I.       PREAMBLE**

In order to establish the background, context and form of reference for this Agreement and to generally express the objectives, and intentions, of the respective parties herein, the following statements, representations and explanations shall be accepted as predicates for the undertakings and commitments included within the provisions which follow and may be relied upon by the parties as essential elements of the mutual considerations upon which this Agreement is based.

**Section 1.01** The VILLAGE is in need of an independent experienced physician to provide Emergency Medical Services (EMS) Medical Director Services as required under Section 401.265, Florida Statutes for the Village Fire Rescue Department (the "Services") in a timely and responsive timeframe.

**Section 1.02** On \_\_\_\_\_, 2024, the VILLAGE issued Request for Proposals No. 24-16 for the Services, including all Exhibits and Addenda (the "RFP").

**Section 1.03** On \_\_\_\_\_, 2024, the VILLAGE received a proposal from CONTRACTOR, for completion of the Services 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 Services.

**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 Services.

**Section 1.06** VILLAGE and CONTRACTOR desire to enter into this Agreement for the completion of the Services in accordance with Section 401.265, Florida Statutes and the RFP.

## **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 Services as required under Section 401.265, Florida Statutes and as 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 Services 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 Services 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 Services Timeline. The Services 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.

**Section 3.02** Anything to the contrary notwithstanding, minor adjustment to the Services timeline for completion approved by VILLAGE in advance, in writing, will not constitute a delay by CONTRACTOR. Furthermore, a delay due to an Act of God, fire, lockout, strike or labor dispute, riot or civil commotion, act of public enemy or other cause beyond the control of CONTRACTOR shall extend this Agreement for a period equal to such delay and during this period such delay shall not constitute a delay by CONTRACTOR.

## **Article IV. CONTRACT PRICE, GUARANTEES AND WARRANTIES**

**Section 4.01** The VILLAGE hereby agrees to pay CONTRACTOR for the faithful performance of this Agreement, for work completed in accordance with the Proposal attached hereto as Exhibit "A", and as directed by VILLAGE. Prices for work completed by the CONTRACTOR shall be as reflected in Exhibit "A". A total contract price hereto is referred to as Contract Price and shall not exceed \_\_\_\_\_ and no/100 Dollars (\$\_\_\_\_\_.00).

**Section 4.02** The VILLAGE will make payments to CONTRACTOR for completed and proper work and in the amounts stated in Exhibit "A" in accordance with the Local Government Prompt Payment Act in Chapter 218, Florida Statutes.

**Section 4.03** 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:

| Worker's Compensation                                      | Statutory Limits                                               |
|------------------------------------------------------------|----------------------------------------------------------------|
| Physician's Professional Liability Insurance               | \$1,000,000 per occurrence and annual aggregate of \$3,000,000 |
| Vehicle Liability<br>(Owned, non-owned and hired vehicles) | \$300,000 per Occurrence<br>\$300,000 Combined Single Limit    |

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 Services 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 Services 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 Services must be in accordance with the provisions of the Code of Ordinances of the VILLAGE and must be contained in a written amendment, executed by the parties hereto, with the same formality and with equality and dignity prior to any deviation from the terms of this Agreement, including the initiation of any additional or extra Services. Each amendment shall at a minimum include the following information on the Services:

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 Villages 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"; any 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 Noncoercive Conduct for Labor or Services.** In accordance with Section 787.06, Florida Statutes, the CONTRACTOR has attested to the affidavit incorporated herein that CONTRACTOR does not use coercion for labor or services.

**Section 12.10 Notice.** Whenever any party desires to give notice unto any other party, it must be given by written notice, sent by registered United States mail, with return receipt requested, addressed to the party for whom it is intended and the remaining party, at the places last specified, and the places for giving of notice shall remain such until they shall have been changed by written notice in compliance with the provisions of this section. For the present, the CONTRACTOR and the VILLAGE designate the following as the respective places for giving of notice:

VILLAGE: Village Manager  
Islamorada, Village of Islands  
86800 Overseas Highway  
Islamorada, Florida 33036

Copy To: Village Attorney

Islamorada, Village of Islands  
86800 Overseas Highway  
Islamorada, Florida 33036

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

**Section 12.11 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 12.12 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 12.13 Headings.** Headings herein are for convenience of reference only and shall not be considered on any interpretation of this Agreement.

**Section 12.14 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 12.15 Governing Law.** This Agreement shall be governed by the laws of the State of Florida with venue lying in Monroe County, Florida.

**Section 12.16 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 12.17 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 12.18 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.

### Affidavit Attesting to Noncoercive Conduct for Labor or Services

Nongovernment Entity name: \_\_\_\_\_ ("**Vendor**")

Vendor FEIN: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Phone number: \_\_\_\_\_ Email Address: \_\_\_\_\_

As a nongovernmental entity executing, renewing, or extending a contract with a government entity, **Vendor** is required to provide an affidavit under penalty of perjury attesting that **Vendor** does not use coercion for labor or services in accordance with Section 787.06, Florida Statutes.

As defined in Section 787.06(2)(a), coercion means:

1. Using or threatening to use physical force against any person;
2. Restraining, isolating, or confining or threatening to restrain, isolate, or confine any person without lawful authority and against her or his will;
3. Using lending or other credit methods to establish a debt by any person when labor or services are pledged as a security for the debt, if the value of the labor or services as reasonably assessed is not applied toward the liquidation of the debt, the length and nature of the labor or service are not respectively limited and defined;
4. Destroying, concealing, removing, confiscating, withholding, or possessing any actual or purported passport, visa, or other immigration document, or any other actual or purported government identification document, of any person;
5. Causing or threatening to cause financial harm to any person;
6. Enticing or luring any person by fraud or deceit; or
7. Providing a controlled substance as outlined in Schedule I or Schedule II of Section 893.03 to any person for the purpose of exploitation of that person.

As a person authorized to sign on behalf of **Vendor**, I certify that **Vendor** does not use coercion for labor or services in accordance with Section 787.06.

#### Written Declaration

**Under penalties of perjury, I declare that I have read the foregoing Affidavit and that the facts stated in it are true.**

By: \_\_\_\_\_  
Authorized Signature

Print Name and Title: \_\_\_\_\_

Date: \_\_\_\_\_

**[SIGNATURE PAGE TO AGREEMENT]**

**IN WITNESS WHEREOF**, the parties have executed this Agreement: 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: \_\_\_\_\_

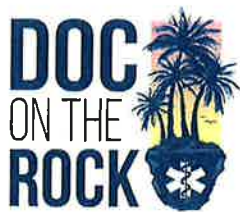
Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Exhibit "A"  
FORM OF CONTRACTOR'S PROPOSAL

Form of Agreement



Thomas Morrison MD

September 10, 2024

Thomas Morrison MD  
223 Avenue B  
Key Largo, Florida 33037  
305-923-3061 (cell)

Re: Request For Proposals  
EMS Medical Director (RFP 24-16)

To Islamorada Village of Islands (the "Village"),

As acting EMS Medical Director for the Village, I understand that the role of EMS Medical Director, as outlined in the RFP 24-16, requires me to oversee patient care operations of the Village's Department, supervise and monitor the Village EMS services, while providing the leadership and guidance as required by Section 401.265 of the Florida Statutes. I will supervise and direct responsibilities of the Paramedics and EMTs, evaluate their medical capability, develop medically correct EMS protocols, annually review the protocols for compliance with local, state, and federal guidelines, develop additional protocols and prepare documents, training, and quality assurance programs, to name a few. A specific focus on communication and availability will be prioritized while implementing and reinforcing the outlined measures across the provided services with call schedules, online medical control, and consulting for scheduled EMS Committee meetings.

I am qualified to perform the services required of the EMS Medical Director for the Village. As the current Medical Director of Key Largo EMS, I have successfully directed and supervised the emergency medical services in Key Largo for more than four years.

As the current EMS Director for the Village, I am prepared to permanently accept the position and continue providing the services required, for as long as the RFP requires.

Examples of Similar Services Provided:

|                              |               |                                                     |
|------------------------------|---------------|-----------------------------------------------------|
| EMS Medical Director - CFK   | 03/21-present | College of the Florida Keys - EMS/Paramedic program |
| Medical Director -- AUC      | 09/20-present | Advanced Urgent Care -KLActing                      |
| Key Largo EMS Director       | 02/20-present | (Stations 23,24,25)                                 |
| Regional Medical Director    | 02/12-02/14   | Broward-Baptist Urgent Care                         |
| ER Medical Director- FL Keys | 10/16-12/19   | Mariners/Fishermens Hosp                            |
| Associate Medical Director   | 07/03-01/12   | Jackson South Comm -- FL                            |

Professional Staff Required: Assistant Medical director (1), EMS Trainer (1)

Thank you for your time and attention.

Dr. Thomas Morrison, MD, FAAFP  
Acting EMS Medical Director, Islamorada Village of Islands  
305-923-3061 (cell)  
docontherock1@gmail.com



## MEDICAL QUALIFICATIONS

### Licenses and Training:

|                                             |                                          |
|---------------------------------------------|------------------------------------------|
| Practice of Emergency Medicine 1995-present | (Louisiana/Florida)                      |
| Family Practice Residency 2001-2003         | (UM/Jackson -- Miami)                    |
| Family Practice Internship 2000-2001        | (UM/Jackson -- Miami)                    |
| Surgical Internship 1995-1996               | (LSU Medical Center -- New Orleans)      |
| Doctorate in Medicine 1995                  | (Case Western Reserve University -- SOM) |

### Certifications:

BLS Instructor  
ACLS Instructor  
PALS  
ATLS (PHTLS)  
NALS (neonatal)  
ALSO (obstetrics)

### Cost of Services to Villages

\$67,200 annually, plus 4% annual COL increase at contract renewal

### Proposed Training Program

See Attached Proposal, (page 2)

### Commitment to Clinical Performance

See Attached Proposal (page 4)

### Physician Group Involvement

|                                              |                      |
|----------------------------------------------|----------------------|
| Florida Association of EMS Medical Directors | 2024-present         |
| American Academy of Family Physicians        | 2000- present        |
| Society of Teachers of Family Medicine       | 2002-2005            |
| American College of Emergency Physicians     | 1996-2001; 2015-2020 |
| Society of Hospital Medicine                 | 2005-2010            |

### References

1. Ruddy Valdes MD  
President, SHI Keys, LLC  
(ER staffing, Mariners/Fishermens Hospital)  
po box 277615  
Miramar, FL 33027  
Rvaldes@hiphys.com  
786-317-0352
  2. Bruce Boros, MD  
Owner/President Advanced Urgent Care  
10460 Overseas Hwy  
Key Largo FL 33037  
bob927@aol.com  
305-747-4789 (text)
  3. Stanley Zuba, MD  
Owner, FL Keys Pediatric & Adolescent Center  
151 Lake Road  
Tavernier, FL 33070  
floridapedsdoc@gmail.com  
305-923-3001
  4. Cmdr. Norman Schultz, MD  
Emergency Room Physician  
1635 Airway Dr  
Naples, FL 34104  
normanschultz2@gmail.com  
614-204-7512
  5. Roxana Perez  
EMS Lieutenant/QA Officer  
98600 Overseas Hwy  
key Largo 33037  
rperez@keylargoems.com  
786-333-6465 (cell)
- Thomas Morrison MD, FAAFP  
Emergency Medicine/Family Practice  
305-923-3061 (cell)

## PROPOSED TRAINING PROGRAM

### 1. Introduction

This training plan outlines a comprehensive approach to meet re-certification requirements, offer refresher courses, evaluate newly certified personnel, and maintain proficiency for paramedics and EMTs. It integrates both in-person and electronic delivery formats to ensure thorough and accessible training. The plan also addresses protocol review and improvement, as well as quality assurance measures to maintain high standards of emergency medical services.

### 2. Training Components

#### 2.1. In-House Training and Refresher Courses

Frequency: Monthly in-person sessions and ongoing electronic modules.

Content:

- Advanced cardiac life support (ACLS) procedures
- Pediatric Advanced Life Support (PALS)
- Prehospital Trauma Life Support (PHTLS / ATLS)
- Basic life support (BLS) protocols
- Medical performance evaluations
- Emergency medical procedures for on-duty command personnel, on-call personnel, and volunteers

Format:

- In-Person: Hands-on simulations, scenario-based drills, and case studies.
- Electronic Delivery: Online modules with interactive content, quizzes, and video demonstrations.

#### 2.2. Competency Review and Proficiency Maintenance

Evaluation Methods:

- Skill Assessments: Regular practical exams and simulations.
- Knowledge Tests: Online quizzes and written exams.
- Performance Reviews: Analysis of field performance and case reviews.

Proficiency Maintenance:

- Continuous monitoring and feedback on individual performance.
- Regular updates to training materials based on emerging practices and protocols.

#### 2.3. EMS Protocols Review and Improvement

Annual Protocol Review:

- Ensure protocols are current with local, state, and federal standards.
- Review and revise ALS procedures, BLS procedures, and transport protocols.
- Evaluate the effectiveness and accuracy of protocols related to AEDs, esophageal intubation, and inter-facility monitoring.

Protocol Development:

- Develop and authorize new protocols for patient transport and care.
- Prepare written procedures and guidelines as needed.
- Ensure protocols permit specified ACLS procedures when communication with the medical director is not possible.

#### 2.4. Quality Assurance Program

Performance Assessment:

- Ongoing evaluation of medical performance for paramedics and EMTs.
- Individual case reviews and feedback sessions.

Equipment and Medication Approval:

- Recommend and approve equipment, medications, and protocols.
- Continuously assess for updates to meet or exceed medical standards.

## 2.5. Continuing Education

### Program Structure:

Develop a 40-hour continuing education program for EMTs and paramedics, split into two-hour sessions per shift, every month.

Ensure content covers essential updates and procedural changes.

### Documentation and Compliance:

Track and verify completion of education credits.

Ensure compliance with biennial certification requirements.

## 2.6. Emergency Administrative Call Schedule

### On-Call Coverage:

Establish a schedule for emergency administrative calls with appointed physicians during vacations, holidays, and other periods of absence.

## 2.7. Consultation and Meetings

### Availability:

Remain available for consultation and meetings to address any immediate concerns or updates in protocols.

## 2.8. Protocol Elimination Review

### Review and Update:

Assess and potentially eliminate outdated medicines, equipment, and treatment modalities that are no longer effective.

## 2.9. Relationships with Receiving Facilities

### Agreements and Communication:

Maintain and review relationships and agreements with receiving facilities to ensure proper patient transport and care.

## 2.10. Staff Evaluation and Approval

### In-House Representation:

Authorize an in-house representative to conduct staff evaluations.

Recommend approval of new staff for EMT or Paramedic positions based on performance and competency.

## 3. Implementation Timeline

### Month 1-3:

Initial setup and review of training materials, protocol review, and familiarize and review utilization of electronic modules.

### Month 4-6:

Begin monthly in-person training sessions and any changes that may have occurred with the review.

### Month 7-12:

Implement ongoing evaluations, continue protocol reviews, and establish emergency administrative call schedules.

### Ongoing:

Regular updates to protocols, continuous education, quality assurance assessments, and staff evaluations.

## 4. Evaluation and Feedback

### Regular Review Meetings:

Schedule bi-monthly meetings to review progress, address challenges, and adjust the training plan as necessary.

### Feedback Mechanisms:

Implement a feedback system for trainees to provide input on training effectiveness and areas for improvement.

This training plan is designed to ensure that all EMS personnel meet and exceed certification requirements while maintaining high standards of care and operational effectiveness

## COMMITMENT TO CLINICAL PERFORMANCE

### 1. System Improvement and design

I anticipate capitalizing on Islamorada Fire Department's current merits as well as offer improvement by remaining centered on enhancing operational efficiency, optimizing patient care, and ensuring community safety. My plan encompasses:

#### Infrastructure Enhancement:

Technological Upgrades: Implement state-of-the-art medical equipment and electronic health record systems to streamline operations and improve patient data management.

Vehicle Modernization: Upgrade emergency response vehicles to ensure reliability and readiness, incorporating advanced diagnostic tools and communication systems.

#### Operational Efficiency:

Data-Driven Decision Making: Utilize analytics to monitor performance metrics and identify areas for improvement.

Resource Allocation: Optimize deployment strategies for personnel and equipment to ensure rapid response times and effective coverage throughout the Village of Islands.

### 2. EMS Protocols

The current EMS protocols for Islamorada will be reviewed and updated regularly to reflect best practices and comply with local, state, and federal guidelines.

Key aspects include:

#### Protocol Development and Review:

Custom Protocols: Develop and implement protocols tailored to the unique needs of the Village of Islands, including specific emergency scenarios and patient demographics.

Annual Reviews: Conduct comprehensive annual reviews of all EMS protocols to ensure accuracy and relevance. This includes ensuring that protocols align with current standards of care and integrate feedback from field personnel.

#### Advanced Cardiac and Basic Life Support:

ACLS Procedures: Ensure protocols for advanced life support are robust and up-to-date, with clear guidelines for when field paramedics cannot communicate with the medical director.

BLS Procedures: Maintain rigorous standards for basic life support procedures, including the use of AEDs and other critical interventions.

#### Transport Protocols:

Trauma Transport: Develop protocols for the appropriate transport of trauma patients to facilities equipped for their level of care.

Inter-Facility Transfers: Ensure protocols are in place for efficient and safe inter-facility transfers, including monitoring and documentation of patient conditions.

### 3. Safety and Security Regarding Narcotics

My plan includes stringent measures to ensure the safe handling, administration, and waste documentation for proper disposal of unused narcotics and controlled substances:

#### Controlled Substance Management:

Secure Storage: Ensure all narcotics are stored in secure, locked environments with restricted access.

Tracking Systems: Implement electronic tracking systems to monitor the use, inventory, and disposal of narcotics, minimizing the risk of misuse or loss.

Regular Audits: Conduct routine audits and inspections to verify compliance with regulations and identify potential issues.

#### Training and Compliance:

Staff Training: Provide specialized training on narcotic handling, including protocols for administration, documentation, and security.

Regulatory Adherence: Ensure adherence to all relevant local, state, and federal regulations regarding narcotics.

#### 4. Consistent Availability for Staff, Leadership, and Community

To ensure continuous support and availability for staff, leadership, and the community, we will implement the following measures:

Leadership Accessibility:

On-Call Coverage: Establish an emergency administrative call schedule with appointed physicians to provide support during the Medical Director's absences, including vacations and holidays.

Regular Consultations: Schedule regular meetings and consultations with leadership to address any emerging issues or updates.

Staff Support:

Developing or improving 24/7 Availability: Maintain a 24/7 support system for field personnel, ensuring that they have access to guidance and assistance at all times.

Feedback Mechanisms: Implement feedback channels for staff to report concerns or suggestions, ensuring prompt response and resolution.

Community Engagement:

Public Communication: Develop strategies for effective communication with the community to keep them informed about EMS services, protocols, and safety measures.

Partnerships: Foster relationships with local facilities and organizations to enhance collaborative efforts and ensure comprehensive care for patients.

By focusing on these areas, I remain committed to delivering a high-quality EMS system that meets the needs of Islamorada, Village of Islands, while upholding the highest standards of safety, efficiency, and community engagement.

## **LOCAL PREFERENCE**

1. Monroe County business tax license is current
  - see attached (page 7):
2. The principal office was established November 2017.
  - See Monroe County business tax receipt (page 7)

3. Business Owners:

All business owners reside within Monroe County at time of submittal

Thomas O'Glenn Morrison  
223 Avenue B  
Key Largo, Florida 33037

4. Personnel:

The entire staff resides in Monroe County at time of submittal

Business Tax Account #121566

THOMAS OGLENN MORRISON | Renew or request a change to your Business Tax account

Current owner:  
THOMAS OGLENN MORRISON

Current business address:  
105030 OVERSEAS HWY  
KEY LARGO, FL 33037  
[More Details](#)



Get bills by email

2025 Details

|                             |                                                                      |                  |                                                               |
|-----------------------------|----------------------------------------------------------------------|------------------|---------------------------------------------------------------|
| Account number:             | 121566                                                               | Mailing address: | THOMAS OGLENN MORRISON<br>223 AVENUE B<br>KEY LARGO, FL 33037 |
| Business start date:        | 11/27/2017                                                           |                  |                                                               |
| Physical business location: | MONROE COUNTY                                                        | Owner(s):        | THOMAS OGLENN MORRISON<br>223 AVENUE B<br>KEY LARGO, FL 33037 |
| Business address:           | THOMAS OGLENN MORRISON<br>105030 OVERSEAS HWY<br>KEY LARGO, FL 33037 |                  |                                                               |

RECEIPTS AND OCCUPATIONS

RECEIPT 46113-121566

|                           |                         |          |         |
|---------------------------|-------------------------|----------|---------|
| PROFESSIONAL<br>PHYSICIAN | 10/01/2024 - 09/30/2025 | Units: 1 | \$30.00 |
|---------------------------|-------------------------|----------|---------|

Total Amount Due: \$30.00

Add To Cart



**Affidavit Attesting to Noncoercive Conduct for Labor or Services**

Nongovernment Entity name: Thomas Morrison ("Vendor")  
Vendor FEIN: 121566  
Address: 105030 Overseas Hwy  
City: Key Largo State: FL Zip: 33037  
Phone number: 3059233061 Email Address: doctormedicalcorp@gmail.com

As a nongovernmental entity executing, renewing, or extending a contract with a government entity, **Vendor** is required to provide an affidavit under penalty of perjury attesting that **Vendor** does not use coercion for labor or services in accordance with Section 787.06, Florida Statutes.

As defined in Section 787.06(2)(a), coercion means:

1. Using or threatening to use physical force against any person;
2. Restraining, isolating, or confining or threatening to restrain, isolate, or confine any person without lawful authority and against her or his will;
3. Using lending or other credit methods to establish a debt by any person when labor or services are pledged as a security for the debt, if the value of the labor or services as reasonably assessed is not applied toward the liquidation of the debt, the length and nature of the labor or service are not respectively limited and defined;
4. Destroying, concealing, removing, confiscating, withholding, or possessing any actual or purported passport, visa, or other immigration document, or any other actual or purported government identification document, of any person;
5. Causing or threatening to cause financial harm to any person;
6. Enticing or luring any person by fraud or deceit; or
7. Providing a controlled substance as outlined in Schedule I or Schedule II of Section 893.03 to any person for the purpose of exploitation of that person.

As a person authorized to sign on behalf of **Vendor**, I certify that **Vendor** does not use coercion for labor or services in accordance with Section 787.06.

Written Declaration

**Under penalties of perjury, I declare that I have read the foregoing Affidavit and that the facts stated in it are true.**

By: [Signature]  
Authorized Signature

Print Name and Title: Thomas Morrison MD, PCC

Date: 2/11/24

[Signature]



Affidavit  
For Certification as a Local Business

State of Florida  
County of Monroe

BEFORE ME, the undersigned authority, personally appeared Thomas Morrison  
(Affiant's Name), as president/owner (Title) of Thomas Morrison MD  
(Name of Company), a \_\_\_\_\_ (Type of Entity), who after  
having been sworn, deposes and states:

1. My name is Thomas Morrison.
2. I am the \_\_\_\_\_ (Title) of president/owner.  
(Name of Firm), and I have personal knowledge of the facts stated herein.
3. Thomas Morrison MD (Name of Company) seeks certification as a  
local business pursuant to Ordinance 2-327(e), Islamorada, Village of Islands, and RFP  
19-08; and
4. Thomas Morrison MD (Name of Company) has a current Monroe  
County occupational license or business tax receipt, with a principal office located at 105030 Overseas Hwy Key Largo FL 33032  
(Physical Address), which is between MM 72.658 and the Miami-Dade County  
boundary line; and
5. The principal office has been established a minimum of 18 consecutive months prior  
to the date of solicitation of ITB 23-20 and operates or performs business on a  
day-to-day basis that is a substantial component of the goods or services being offered  
to the Village; and
6. A minimum of 51 percent of the labor or personnel used to perform the purchase  
contract reside in the Upper Keys (MM72.658 to the Miami-Dade County boundary  
line) at the time of submittal; and
7. A minimum of 51 percent of the business' owners reside in the Upper Keys (MM 72.658  
to the Miami-Dade County boundary line) at the time of submittal.

Thomas Morrison  
Affiant

Sworn to and subscribed before me, this 11 day of September, 2024

       Personally known

✓ Produced identification

FDL Type of identification produced

[Signature]  
Notary Public



AGREEMENT BETWEEN  
ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA  
AND  
TGM MEDICAL CORP.  
FOR MEDICAL DIRECTOR SERVICES

This is an Agreement between Islamorada, Village of Islands, Florida, a municipal corporation organized and existing under the laws of the State of Florida, its successors and assigns, hereinafter referred to as the "VILLAGE"

AND

TGM Medical Corp (hereinafter referred to as the "CONSULTANT"), whose principal place of business is 105030 Overseas Hwy, Key Largo, FL 33037 and who is represented by Dr. Thomas Morrison.

In order to establish the background, context and form of reference for this Agreement and to generally express the objectives, and intentions, of the respective parties herein, the following statements, representations and explanations shall be accepted as predicates for the undertakings and commitments included within the provisions which follow and may be relied upon by the parties as essential elements of the mutual considerations upon which this Agreement is based.

WHEREAS, the VILLAGE, as a provider of Emergency Medical Services to its citizens, is required by Chapter 401, Florida Statutes, to contract with a licensed physician to serve as the VILLAGE'S "MEDICAL DIRECTOR", also referred to as the "FIRE DEPARTMENT PHYSICIAN"; and

WHEREAS, the VILLAGE prepared and advertised a Request for Proposals ("RFQ 24-16") for EMS Medical Director Services, (RFP-24-16), a copy of which is attached hereto and incorporated herein by reference; and

WHEREAS, the CONSULTANT meets the qualifications necessary to provide Medical Director services to the VILLAGE and the VILLAGE desires to utilize the services of the CONSULTANT; and

WHEREAS, On October 8, 2024, the VILLAGE accepted the proposal from CONSULTANT and authorized the proper VILLAGE officials to enter into an agreement with CONSULTANT to render the services more particularly described herein below.

NOW, THEREFORE, in consideration of the mutual terms and conditions, promises, covenants and payments set forth below, the VILLAGE and the CONSULTANT agree as follows:

## ARTICLE I

### SCOPE OF SERVICES

1.1 Under the direction of the Fire Chief, and as defined in Florida Administrative Code. Chapter 64E-2.004, Medical Direction, the CONSULTANT shall perform the services of Medical Director for the VILLAGE'S Fire Rescue/Emergency Medical Services Department (the "Fire Department") as more particularly set forth herein.

1.1.1 Under the direction of the Fire Chief, advise, consult, train, and counsel the Village's emergency medical services system, overseeing appropriate quality assurance, but not including administration and managerial functions.

1.1.2 Develop medically correct standing orders or protocols that permit specified ALS and BLS procedures when communication cannot be established with a supervising physician or when any delay in patient care would potentially threaten the life or health of the patient.

1.1.3 Issue standing orders and protocols to the VILLAGE to ensure that the VILLAGE transports each of its patients to facilities that offer a type and level of care appropriate to the patient's medical condition if available within the service region.

1.1.4 Assist and advise in the development of a comprehensive plan for prompt medical review of all possible infectious exposures reported by Village of Islamorada EMS and firefighter personnel and for post-exposure medical follow-up when indicated, in compliance with State and Federal requirements. Assist in the training of the individual EMS and firefighters regarding the exposure policy. The Medical Director or designee, shall be available for consultations with field personnel to determine the significance of any bodily fluid exposure and to suggest appropriate action for such an exposure.

1.1.5 Provide continuous 24-hour-per-day, 7-day-per-week medical direction, which shall include in addition to the development of protocols and standing orders, direction to VILLAGE personnel as to availability of medical direction "off-line" service to resolve problems, system conflicts, and provide services in an emergency as that term is defined by section 252.34(3) Florida Statutes.

1.1.6 Develop and implement a patient care quality assurance system to assess the medical performance of Paramedics and Emergency Medical Technicians ("EMTs").

1.1.7 Audit the performance of system personnel by use of a quality assurance program to include but not be limited to, a prompt review of run reports, direct observation, and comparison of performance standards for drugs, equipment, system protocols and procedures.

1.1.8 Participate as appropriate in any other quality assurance program developed by the Fire Department.

1.1.9 Possess a DEA registration, to provide controlled substances to the VILLAGE. DEA registration shall include the address at which controlled substances are stored. Proof of such registration shall be maintained on file with the VILLAGE and shall be readily available for inspection. The Village will forward all renewal documents as received to Medical Director to assure continuous registration and will reimburse Medical Director for cost of such registration.

1.1.10 Ensure and certify that security procedures for medications, fluids and controlled substances are in compliance with Chapters 499 and 893, Florida Statutes, and Chapter 64F-12, Florida Administrative Code.

1.1.11 Assist and coordinate with the Fire Chief written operating procedures creating, authorizing and confirming adherence to rules and regulations regarding all aspects of the handling of medications, fluids and controlled substances by the VILLAGE.

1.1.12 Notify the Department of Health in writing, when applicable, of each substitution by the VILLAGE of equipment or medication.

1.1.13 Assume direct responsibility for the use by an EMT of an automatic or semiautomatic defibrillator, the performance of esophageal intubation by an EMT; and on routine inter-facility transports, the monitoring and maintenance of non-medicated IV's by an EMT. The Medical Director shall ensure that the EMT is trained to perform these procedures, shall establish written protocols for the performance of these procedures; and shall provide written evidence to the Department documenting compliance with provisions of this paragraph.

1.1.14 Review and approve a 40-hour EMT and Paramedic continuing education.

1.1.15 Complete a minimum of ten (10) hours per year of continuing medical education related to prehospital care or teaching or a combination of both.

1.1.16 Coordinate, approximately four (4) hours per month of in-service education to include classroom teaching and review of EMT and Paramedic performance.

## ARTICLE 2

### METHOD OF PAYMENT

2.1 The VILLAGE agrees to pay the CONSULTANT as full compensation for the services described in Article I, a fee of \$67,200.00 to be paid to the CONSULTANT in twelve equal monthly installments of \$5,600.00. The CONSULTANT shall be entitled to a fee increase of four percent (4%) annually, during the term of this Agreement and subsequent renewal years hereunder, if the Agreement is renewed under Article 6. This fee includes all costs and expenses of CONSULTANT.

2.2 The VILLAGE agrees that it will use its best efforts to pay the CONSULTANT within thirty (30) calendar days following the month in which the CONSULTANT'S services are rendered.

### ARTICLE 3

#### DEFINITIONS

3.1 "Department" means the Department of Health and Rehabilitative Services.

3.2 "Emergency medical technician" or "EMT" means a person who is certified by the Department to perform basic life support.

3.3 "Medical direction" means direct supervision by a physician through a two-way voice communication or, when such voice communication is unavailable, through established standing orders, pursuant to rules of the Department.

3.4 "Medical Director" means a physician who is employed or contracted by a licensee and who provides medical supervision, including appropriate quality assurance but not including administrative and managerial functions, for daily operations and training.

3.5 "Paramedic" means a person who is certified by the Department to perform basic and advanced life support.

3.6 "Physician" means a practitioner who is licensed under the provisions of Chapter 458 or Chapter 459, Florida Statutes.

3.7 "Fire Department Physician" means a licensed doctor of medicine or osteopathy who has been designated by the Fire Department to provide professional expert in the areas of occupational safety and health as they relate to emergency services.

3.8 "Fire Chief" means the highest ranking officer in charge of fire rescue services for the Fire Department.

### ARTICLE 4

#### CONSULTANT OBLIGATIONS

4.1 In accordance with Section 401.265, Florida Statutes, and Rule 64E-2.004, Florida Administrative Code, the Medical Director shall possess and maintain through the term of this Agreement a Florida license to practice medicine and shall maintain board certification in emergency medicine.

4.2 Dr. Thomas Morrison, MD, FAAFP of TGM Medical Group Corp., is designated as the Medical Director/Fire Department Physician for the Village. The Medical Director shall designate an Associate Medical Director who shall be available if the Medical Director is on vacation, sick or otherwise unavailable.

4.3 Through the term of this Agreement, the Medical Director shall possess and maintain current registration as a Medical Director with the U.S. Department of Justice, Drug Enforcement Administration (“DEA”), to provide controlled substances to the VILLAGE. A copy of the registration shall be provided to the VILLAGE prior to execution of this Agreement.

4.4 CONSULTANT shall maintain active participation in a regional or statewide physician group involved in prehospital care.

4.5 The CONSULTANT shall perform such other duties and responsibilities as now are imposed or may be imposed during the term of this Agreement by Florida law, including but not limited to the applicable provisions of Chapters 252 and 401, Florida Statutes, and Rule 64E-2, Florida Administrative Code, as may be amended from time to time.

4.6 Inter-facility Transfers: CONSULTANT will develop BLS and ALS medical evaluation and treatment protocols and approve operating procedures as related to BLS and ALS inter-facility patient transfers. CONSULTANT will provide training for EMT’s related to monitoring BLS and ALS patients during inter-facility transfers. CONSULTANT will develop a patient care quality assurance system for inter-facility patient transfers. CONSULTANT is not responsible and assumes no liability for the choice or appropriateness of the receiving facility. CONSULTANT is not responsible and assumes no liability for the medical treatment provided to patients by physicians and/or other medical personnel at the sending and/or receiving facilities. CONSULTANT is not responsible and assumes no liability for any complications or negative patient outcome before, during or after the inter-facility transfer.

## ARTICLE 5

### VILLAGE OBLIGATIONS

5.1 The VILLAGE shall assist the CONSULTANT by placing at its disposal all available information pertinent to the services to be performed by the CONSULTANT.

5.2 The VILLAGE shall provide for the CONSULTANT'S use during the term of this Agreement, a Medical Director's identification badge, and appropriate administrative support services as approved by the Fire Chief.

## ARTICLE 6

### TERM

6.1 This Agreement shall commence on November 1, 2024, and shall continue through October 31, 2027, unless terminated earlier under Article 7. The VILLAGE shall have the option to renew this Agreement for two (2) additional two-year terms subject to the same terms and conditions, by providing the CONSULTANT with written notice to renew no less than thirty (30) days from the expiration date.

## ARTICLE 7



## TERMINATION

7.1 If through any cause the CONSULTANT fails to fulfill its obligations under this Agreement, the VILLAGE shall have the right to immediately terminate this Agreement upon providing written notice to the CONSULTANT.

7.2 This Agreement may be terminated by the VILLAGE without cause upon thirty (30) days written notice to the CONSULTANT. If the VILLAGE terminates without cause, the CONSULTANT shall be compensated for all services performed and approved by the VILLAGE prior to the termination date, provided that all property belonging to the VILLAGE is returned prior to release of final compensation to the CONSULTANT.

7.3 The CONSULTANT acknowledges that the VILLAGE is a bona fide governmental entity of the State of Florida with the VILLAGE'S fiscal year ending on September 30 of each calendar year. If the VILLAGE does not appropriate sufficient funds to purchase the services required under this Agreement for any of the VILLAGE'S fiscal years subsequent to the one in which the Agreement is executed and entered into, then this Agreement shall be terminated effective upon expiration of the fiscal year for which sufficient funds for the services provided for under this Agreement were last appropriated by the VILLAGE. The VILLAGE shall not, in this event, be obligated to pay for services beyond said fiscal year.

## ARTICLE 8

### INSURANCE

8.1 The CONSULTANT shall maintain in force and effect for the term of this Agreement the insurance described below.

8.1.1 Professional and General Liability. Pursuant to RFP 24-16, the CONSULTANT shall provide Worker's Compensation, Physician's Professional Liability Insurance and Vehicle Liability per IX. INSURANCE FOR AWARDED CONTRACT 1.0 Insurance section of RFP 24-16 for the CONSULTANT during the term of this Agreement. The CONSULTANT shall be responsible for maintaining this professional and general liability insurance for a minimum of three (3) years from the date of termination of this Agreement.

8.1.2 The CONSULTANT will provide certificate of such insurance to the VILLAGE within thirty (30) days of the execution by the VILLAGE of this Agreement and such insurance coverage shall be effective no later than the commencement date of this Agreement. The CONSULTANT will be responsible for the payment of any deductible and/or self-insured retentions in the event of a claim.

8.2 Indemnification. To the fullest extent permitted by law, the CONSULTANT shall indemnify, defend and hold harmless the VILLAGE, its officials, agents, employees, and volunteers from and against any and all liability, suits, actions, damages, costs, losses and

expenses, including attorneys' fees, demands and claims for personal injury, bodily sickness, diseases or death or damage or destruction of tangible personal property or loss of use resulting therefrom, arising out of any errors, omissions, misconduct or negligent acts of the CONSULTANT, its officials, agents, employees, volunteers or subcontractors in the performance of the services of the CONSULTANT under this Agreement.

## ARTICLE 9

### MISCELLANEOUS

9.1 Representative of the VILLAGE. It is recognized that questions in the day-to-day conduct of this Agreement will arise. The VILLAGE designates the Fire Chief or his designee, as the person to whom all communications pertaining to the day-to-day conduct of this Agreement shall be addressed.

9.2 Ownership of Documents/Deliverables. Any files, documents, studies, run reports, training curriculum and other data prepared by the CONSULTANT in connection with this Agreement are and shall remain the property of the VILLAGE, and shall be delivered to the VILLAGE no later than seven (7) days after termination of this Agreement.

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

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

9.4 No Contingent Fee. The CONSULTANT warrants that he/she has not employed or retained any company or person other than a bona fide employee or agent contractor working solely for the CONSULTANT to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other bona fide employee working solely for the CONSULTANT any fee, commission, percentage, gift, or other

consideration contingent upon or resulting from the award or making of this Agreement. For the breach or violation of this provision, the VILLAGE shall have the right to terminate the Agreement without liability at its discretion, to deduct from the contract price, or otherwise recover, the full amount of such fee, commission, percentage, gift or consideration.

9.5 Policy on Non-Discrimination. The CONSULTANT shall not discriminate against any employee or applicant for employment for work under this Agreement because of race, color, religion, sex, age, marital status or national origin, physical or mental disability.

9.6 Independent Contractor. The CONSULTANT is an independent contractor under this Agreement. Personal services provided by the CONSULTANT shall be by employees/agents of the CONSULTANT and subject to supervision by the CONSULTANT, and not as officers, employees, or agents of the VILLAGE. Personnel policies, tax responsibilities, social security and health insurance, employee benefits, purchasing policies and other similar administrative procedures applicable to services rendered under this Agreement shall be those of the CONSULTANT.

9.7 Assignment: Amendments

9.7.1 The parties recognize that the services contemplated by the CONSULTANT are of a unique and personal nature and as such this Agreement shall not be assigned, transferred or otherwise encumbered, by the CONSULTANT, without the prior written consent of the VILLAGE.

9.7.2 It is further agreed that no renewal modification, amendment or alteration in the terms or conditions of the Agreement, shall be effective unless contained in a written document executed with the same formality as the Agreement.

9.8 All Prior Agreements Superseded. This document incorporates all negotiations, correspondence, conversations, agreements or understandings applicable to the matters contained in this Agreement and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, it is agreed that no deviation from the terms shall be predicated upon any prior representations or agreements, whether oral or written.

9.9 Scrutinized Companies.

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

9.9.2 If this Agreement is for more than one million dollars, CONTRACTOR certifies that it and its subconsultants are also not on the Scrutinized Companies with Activities in Sudan, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria as identified in Section

287.135, F.S. Pursuant to Section 287.135, F.S., the City may immediately terminate this Agreement at its sole option if CONTRACTOR , its affiliates, or its subconsultants are found to have submitted a false certification; or if CONTRACTOR, its affiliates, or its subconsultants are placed on the Scrutinized Companies with Activities in Sudan List, or Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria during the term of the Agreement.

9.9.3 CONTRACTOR agrees to observe the above requirements for applicable subcontracts entered into for the performance of work under this Agreement.

9.9.4 As provided in Subsection 287.135(8), F.S., if federal law ceases to authorize the abovestated contracting prohibitions then they shall become inoperative.

9.10 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

9.11 Notices. Whenever either party desires to give notice to the other, it must be given by written notice, sent by certified United States mail with return receipt requested addressed to the party for whom it is intended, at the place last specified, and the place for giving of notice in compliance with the provisions of this paragraph. For the present, the parties designate the following as the respective places for giving of notice, to wit:

For the VILLAGE:

Terry L. Abel, Fire Chief  
Islamorada Fire Rescue  
Islamorada, Village of Islands  
86800 Overseas Hwy  
Islamorada, Florida 33036  
Telephone: (305) 664-6490  
Facsimile: (305) 852-5195

With a copy to:

John Quick, Village Attorney  
Islamorada, Village of Islands  
86800 Overseas Hwy  
Islamorada, Florida 33036  
Telephone: (305) 664-6418  
Facsimile: (305) 504-8989

For the CONSULTANT:

Thomas Morrison  
105030 Overseas Hwy  
Key Largo, FL 33037  
Telephone: (305) 923- 3061

9.12 Consent to Jurisdiction. The parties irrevocably submit to the jurisdiction of any Florida state or federal court in any action or proceeding arising out of or relating to the Agreement, and unanimously agree that all claims in respect of such action or proceeding may be heard and determined in such court. Each party further agrees that venue of any action to enforce this Agreement shall be in Monroe County, Florida.

9.13 Governing Law/Attorney's Fees. The parties agree that this Agreement shall be construed in accordance with and governed by the laws of the State of Florida. If either the VILLAGE or the CONSULTANT is required to enforce the terms of this Agreement by court proceedings or otherwise, whether or not formal legal action is required, the prevailing party shall be entitled to recover from the other party all such costs and expenses including but not limited to court costs, and reasonable attorney's fees.

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

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

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

IN WITNESS WHEREOF, the parties have made and executed this Agreement on the respective dates under each signature: The VILLAGE, signing by and through its Village Manager, authorized to execute same by the VILLAGE Council action on the \_\_\_\_ day of \_\_\_\_\_, 2024, and by its duly authorized representative.

VILLAGE

By: \_\_\_\_\_  
Rob Cole, Village Manager

ATTEST:

Date: \_\_\_\_\_

\_\_\_\_\_  
Marnie McGrath, Village Clerk

APPROVED AS TO FORM  
AND SUFFICIENCY:

\_\_\_\_\_  
John Quick, Village Attorney

CONSULTANT

Witnesses:

\_\_\_\_\_

\_\_\_\_\_

Name: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

\_\_\_\_\_

Date: \_\_\_\_\_

Print Name: \_\_\_\_\_

**RESOLUTION NO.**

**A RESOLUTION OF THE VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA APPROVING RECOMMENDATIONS OF THE RFP 24-16 EVALUATION COMMITTEE FOR MEDICAL DIRECTOR SERVICES TO THE VILLAGE; AUTHORIZING VILLAGE MANAGER AND VILLAGE ATTORNEY TO ENTER INTO AN AGREEMENT FOR THE REQUESTED SERVICES; AUTHORIZING THE VILLAGE MANAGER TO EXPEND BUDGETED FUNDS; AND PROVIDING FOR AN EFFECTIVE DATE**

**WHEREAS**, Islamorada, Village of Islands (the "Village") prepared and advertised a Request for Proposals for EMS Medical Director Services (RFP-24-16) (the "RFP"), a copy of which is attached hereto as Exhibit "A"; and

**WHEREAS**, the Village Manager created RFP Evaluation Committee (the "Committee") to review the proposals and make recommendations to the Village Council for the selection of responsive proposals; and

**WHEREAS**, the Committee reviewed the one (1) proposal received ensuring compliance set forth in the RFP, and as set forth in the attached Exhibit "A"; and

**WHEREAS**, TGM Medical Corp. is in compliance as determined by the Committee; and

**WHEREAS**, since August 9, 2024, the Village has engaged the services of TGM Medical Corp. and has found the firm to be knowledgeable, competent, reliable and effective; and

**WHEREAS**, TGM Medical Corp. has agreed to provide the Medical Director services; and

**WHEREAS**, the Village Council finds that approval of the selection of TGM Medical Corp. 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 of Islamorada, Village of Islands, hereby approves the recommendation of TGM Medical Corp. to perform the services outlined in RFP-24-16, as set forth more fully in Exhibit "A" attached hereto.

| <u>Bid Rank</u> | <u>Proposer/Firm Name</u> | <u>Cost</u> |
|-----------------|---------------------------|-------------|
|-----------------|---------------------------|-------------|

|    |                                       |                     |
|----|---------------------------------------|---------------------|
| 1. | TGM Medical Corp/ Dr. Thomas Morrison | \$67,200.00 Per Yr. |
|----|---------------------------------------|---------------------|

**Section 3. Authorization of Village Officials.** The Village Manager and/or his designee and the Village Attorney are authorized to negotiate a contract for the requested services with TGM Medical Corp and enter into an agreement in substantially the same form as set forth in Exhibit A hereto.

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

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



# Council Communication

**To:** Mayor and Village Council  
**From:** Terry Abel, Fire Chief  
**Date:** October 8, 2024  
**SUBJECT:** **Request for Authorization to Dispose of Surplus Vehicle - 2008 Freightliner TAB 9**

## **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 for which the initial acquisition value was \$25,000.00 or greater.

## **Analysis:**

At this time, the Village has one (1) capital asset originally purchased for more than \$25,000.00 which staff has determined is no longer reliable. Staff has determined that the subject asset, a 2008 Freightliner M2 Chassis assigned to the Fire Rescue Department, has exceeded its useful life. The asset was replaced earlier this year with a new Freightliner M2 2025 via remount conducted by Emergency Tactical Rescue (ETR) for the Fire Department.

The 2008 Freightliner M2 was used extensively for emergency response daily for years, and it suffered a catastrophic engine failure in April 2024, leading to a repair estimate exceeding the vehicle's value.

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. The original purchase price was \$199,239.00.

The attached resolution authorizes Village staff to declare the asset surplus, remove it from the Village's asset inventory, and dispose of it per Village policy. The chassis is already at ETR as part of the remounting process and ETR's pricing includes them receiving and disposing of the old chassis as part of the build process for the new remount.

**Budget Impact:**

The asset is fully depreciated. Title will be assigned to ETR and the vehicle would be removed from the Village's inventory and insurance policies.

**Staff Impact:**

Fire Department staff would coordinate with Finance staff to assist with transfer of the vehicle to ETR with 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\_M2 surplus 10 8 24

**RESOLUTION NO. \_\_\_\_\_**

**A RESOLUTION OF THE VILLAGE COUNCIL OF ISLAMORADA,  
VILLAGE OF ISLANDS, FLORIDA, DECLARING THE 2008  
FREIGHTLINER M2 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 Freightliner M2 Rescue Chassis 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 Freightliner M2, which was originally purchased for \$199,239.00, be declared surplus property; and

**WHEREAS**, the Village Council finds that disposal of the 2008 Freightliner M2 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 Freightliner M2 Rescue Chassis 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.

**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 8<sup>TH</sup> DAY OF OCTOBER, 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:** A.J. Engelmeyer, Public Works Director  
**Date:** October 8, 2024  
**SUBJECT:** **Resolution Approving Work Authorization No. 5 Between Wade Trim, Inc., and the Village for FY 2024-2025 Services TAB 10**

## **Background:**

On January 30, 2020, the Village published a Request for Qualifications for Professional General Engineering, Architectural and Surveying Services (RFQ 20-03). At its regular meeting on June 18, 2020, the Village Council adopted Resolution No. 20-06-50, thereby approving the final ranking and recommendations of the RFQ 20-03 review committee. Wade Trim, Inc. ("Wade Trim"), was approved for civil engineering services through this process, and a Continuing Services Agreement ("CSA") was entered into between Wade Trim and the Village effective September 21, 2020, for a five (5) year period (through September 20, 2025).

At its regular meeting on October 1, 2020, the Village Council adopted Resolution No. 20-10-102, thereby approving Work Authorization No. 1 under the CSA for services provided from October 1, 2020, to September 30, 2021 (FY 2020-2021), for a maximum not-to-exceed amount of \$199,415.00. Payments to Wade Trim pursuant to Work Authorization No. 1 totaled \$137,996.25.

At its regular meeting on September 9, 2021, the Village Council adopted Resolution No. 21-09-95, thereby approving Work Authorization No. 2 under the CSA for services provided from October 1, 2021, to September 30, 2022 (FY 2021-2022), for a maximum not-to-exceed amount of \$150,020.00. Payments to Wade Trim pursuant to Work Authorization No. 2 totaled \$100,627.44

At its regular meeting on November 17, 2022, the Village council adopted Resolution No. 22-11-133, thereby approving Work Authorization No. 3 under the CSA for services provided from October 1, 2022, to September 30, 2023 (FY 2022-2023), for a maximum not-to-exceed amount of \$225,300.00. Payments to Wade Trim pursuant to Work Authorization No. 3 totaled \$180,208.90.

At its regular meeting on October 10, 2023, the Village Council adopted Resolution No. 23-10-116, thereby approving Work Authorization No. 4 under the CSA for services provided from October 1, 2023, to September 30, 2024 (FY 2023-2024), for a maximum not-to-exceed amount of \$259,992.00. Payments to Wade Trim pursuant to Work Authorization No. 4 totaled \$130,156.16 as of September 4, 2024. September 2024 billing is not expected to push the total over the not-to-exceed amount.

## **Analysis:**



The attached Resolution provides for approval of Work Authorization No. 5 (Exhibit “A” to the Resolution) under the 2020 CSA with Wade Trim to provide general engineering services related to operations of the Village’s Wastewater Utility effective October 1, 2024, through September 30, 2025 (FY 2024-2025) for a maximum not-to-exceed amount of \$215,770.00.

Work Authorization No. 5 provides for engineering services in four (4) task areas:

- Task 1 – DEP Permitting, Building Department and Planning Department Reviews
- Task 2 – Wastewater Operations
- Task 3 – General Engineering Services
- Task 4 – Design and Construction Engineering Services

Each of these areas is described in detail in the Scope of Services attached as Exhibit “2” to Work Authorization No. 5.

**Budget Impact:**

The proposed Work Authorization No. 5 for Wade Trim is for a not-to-exceed fee of \$215,770.00 This fee would be paid from the Village’s Wastewater Enterprise Utility Fund and expensed to the Professional Services account. The FY 2024-2025 adopted budget for Professional Services in the Wastewater Fund includes \$1,927,000.00.

Payments to Wade Trim for wastewater-related engineering services have historically been eligible for 65% reimbursement by the U S Army Corps of Engineers with Florida Keys Water Quality Improvement Program funding, when appropriated.

**Staff Impact:**

The Public Works and Wastewater Director would coordinate activities under this agreement and work authorization with Wade Trim.

**Recommendation:**

It is recommended that the Village Council adopt the attached resolution, thereby approving and authorizing Work Authorization No. 5 with Wade Trim.

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

**RESOLUTION NO. 24-10-**

**A RESOLUTION OF THE VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA, RATIFYING AND APPROVING WORK AUTHORIZATION NO. 5 BETWEEN WADE TRIM, INC., AND ISLAMORADA, VILLAGE OF ISLANDS, TO PROVIDE GENERAL ENGINEERING SERVICES AND WASTEWATER UTILITY-RELATED ENGINEERING SERVICES; AUTHORIZING VILLAGE OFFICIALS TO IMPLEMENT THE TERMS AND CONDITIONS OF WORK AUTHORIZATION NO. 5; AUTHORIZING THE VILLAGE MANAGER TO EXPEND BUDGETED FUNDS; AUTHORIZING THE VILLAGE MANAGER TO EXECUTE THE WORK AUTHORIZATION; AND PROVIDING FOR AN EFFECTIVE DATE**

**WHEREAS**, on January 30, 2020, Islamorada, Village of Islands, (the "Village") published a Request for Qualifications for Professional General Engineering, Architectural and Surveying Services (RFQ 20-03); and

**WHEREAS**, on June 18, 2020, the Village Council of Islamorada, Village of Islands (the "Village Council"), adopted Resolution No. 20-06-59, thereby approving the final rankings and recommendations of the RFQ 20-03 Selection Committee whereby Wade Trim, Inc. ("Wade Trim") was selected for civil engineering services; and

**WHEREAS**, the Village entered into a Continuing Services Agreement (the "Agreement") with Wade Trim for civil engineering services effective September 21, 2020, for a five (5) year period; and

**WHEREAS**, on October 1, 2020, the Village Council adopted Resolution No. 20-10-102 thereby approving Work Authorization No. 1 under the Agreement effective October 1, 2020, through September 30, 2021 (FY 2020-2021); and

**WHEREAS**, on September 30, 2021, the Village Council adopted Resolution No. 21-09-95 thereby approving Work Authorization No. 2 under the Agreement effective October 1, 2021, through September 30, 2022 (FY 2021-2022); and

**WHEREAS**, on November 17, 2022, the Village Council adopted Resolution No. 22-11-133 thereby approving Work Authorization No. 3 under the Agreement effective October 1, 2022, through September 30, 2023 (FY 2022-2023); and

**WHEREAS**, on October 10, 2023, the Village Council adopted Resolution No. 23-10-116 thereby approving Work Authorization No. 4 under the Agreement effective October 1, 2023, through September 30, 2024 (FY 2023-2024); and

**WHEREAS**, the Village and Wade Trim desire to enter into Work Authorization No. 5 under the Agreement to provide general engineering and wastewater utility-related services for FY 2024-2025, effective October 1, 2024 through September 30, 2025; and

**WHEREAS**, the Village Council finds that approval of the Work Authorization No. 5 with Wade Trim is in the best interest of the Village.

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

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

**Section 2.**     **Approval of Work Authorization.** The Village Council hereby ratifies and approves Work Authorization No. 5 between Wade Trim and the Village for provision of General Engineering Services and Wastewater Utility-related engineering services including FDEP Permitting, Building Department and Planning Department Reviews, Wastewater Operations,

General Engineering Services and Design and Construction Engineering Services for FY 2024-2025, a copy of which is attached 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 Work Authorization No. 5.

**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. 5.

**Section 5. Execution of Work Authorization.** The Village Manager is authorized to execute the Work Authorization on behalf of the Village, to execute any required agreements and/or documents to implement the terms and conditions of Work Authorization No. 5 and to execute any extensions and/or amendments to Work Authorization No. 5, subject to the approval as to form and legality by the Village Attorney.

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

Motion to adopt by \_\_\_\_\_, second by \_\_\_\_\_.

#### **FINAL VOTE AT ADOPTION**

#### **VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS**

Mayor Joseph B. Pinder III \_\_\_\_\_

Vice Mayor Sharon Mahoney \_\_\_\_\_

Councilwoman Elizabeth Jolin \_\_\_\_\_

Councilman Mark Gregg \_\_\_\_\_

Councilman Henry Rosenthal \_\_\_\_\_

**PASSED AND ADOPTED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 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

**PROJECT AGREEMENT**

**Between**

**ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA**

**And**

**WADE TRIM, INC.**

**for**

**Work Authorization No. 5**

**GENERAL ENGINEERING SERVICES**

**TO PROVIDE DESIGN, PERMITTING AND CONSTRUCTION PHASE SERVICES;  
PERMITTING AND CONNECTION ASSISTANT SERVICES; AND OPERATION  
SERVICES TO ASSIST IN THE OPERATON OF THE VILLAGE WASTEWATER  
UTILITY**

## **PROJECT AGREEMENT**

**Between**

**THE ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA**

**And**

**WADE TRIM, INC.**

**For**

### **Work Authorization No. 5**

General Engineering Services to Provide Owner's Representative Services; Design, Permitting and Construction Phase Services; Permitting and Connection Assistance Services; and Operations Services to Assist in the Operation of the Village Wastewater Utility.

Pursuant to the provisions contained in the "Continuing Services Agreement" between ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA (the "VILLAGE") and WADE TRIM, INC., ("CONSULTANT") dated September 2020, this Project Agreement authorizes the CONSULTANT to provide the services as set forth below:

The VILLAGE and CONSULTANT agree as follows:

#### **SECTION 1. SCOPE OF SERVICES**

1.1 The CONSULTANT shall provide engineering services to the VILLAGE for the Project as described in the "Project Description" attached as Exhibit "1."

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

1.3 The VILLAGE may request changes that would increase, decrease, or otherwise modify the Scope of Services. Such changes must be contained in a written change order executed by the parties in accordance with the provisions of the Continuing Services Agreement, 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 and Project Schedule, the CONSULTANT shall provide to the VILLAGE the Deliverables as discussed in the "Scope of Services and Project Schedule" shown in Exhibit "2".

### **SECTION 3. TERM/TIME OF PERFORMANCE/DAMAGE**

3.1 **Term.** This Project Agreement shall commence as of October 1, 2024 and shall continue in full force and effect through September 30, 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 “Project Schedule,” a copy of which is attached and incorporated into this Agreement as Exhibit “2”. 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 actual completion of the Project, whichever shall last occur, shall constitute the Contract Time.

3.3 Services will be performed as expeditiously as is consistent with professional skill and care and the orderly progress of the Project. Notwithstanding anything to the contrary contained herein, CONSULTANT shall not be deemed in default of this Agreement to the extent that any delay or failure in the performance of its obligations results from any cause beyond its reasonable control and without its negligence.

### **SECTION 4. AMOUNT, BASIS AND METHOD OF COMPENSATION**

4.1 **Hourly Not To Exceed Compensation.** VILLAGE agrees to pay CONSULTANT as compensation for performance of all services described in Exhibit “2” **AT CONSULTANT'S HOURLY RATES, UP TO A MAXIMUM AMOUNT NOT TO EXCEED \$215,770.00, FOR THE 2024-2025 FISCAL YEAR AS SHOWN IN EXHIBIT 3.**

4.2 **Reimbursable and Travel Expenses.** Reimbursable and travel expenses shall be pursuant to Sections 1.2 and 1.5 of the Continuing Services Agreement.

### **SECTION 5. BILLING AND PAYMENTS TO THE CONSULTANT**

5.1 **Hourly Not To Exceed Compensation.** CONSULTANT shall submit invoices which are identified by the specific project number on a monthly basis in a timely manner. These invoices shall identify the nature of the work performed, the phase of work, and the estimated percent of work accomplished in accordance with the Payment Schedule set forth in Exhibit “3”, to this Project Agreement for Fiscal Year 2024-2025. Invoices for each phase shall not exceed amounts allocated to each phase of the Project plus reimbursable expenses accrued during each phase. The statement shall show a summary of fees with accrual of the total and credits for portions previously paid by the VILLAGE. The VILLAGE shall pay CONSULTANT within thirty (30) calendar days of approval by the Village Manager of any invoices submitted by CONSULTANT to the VILLAGE.



5.2 **Disputed Invoices.** In the event that 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 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 additional backup documentation 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 shall pay to the CONSULTANT the undisputed portion of the invoice. The parties shall endeavor to resolve the dispute in a mutually agreeable fashion.

5.3 **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.

5.4 **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 consultants, incurred in connection with the Project, shall be paid in full. The CONSULTANT shall deliver to the VILLAGE all documents requested by the VILLAGE evidencing payments to any and all subcontractors, and all final specifications, plans, or other documents as dictated in the Scope of Services and Deliverable. Acceptance of final payment shall constitute a waiver of any and all claims against the VILLAGE by the CONSULTANT, except that acceptance of such payment shall not constitute any bar, admission, or estoppel, or have any effect as those payments that VILLAGE or CONSULTANT disputes, provided however, that any such dispute must be detailed in writing prior to submission of CONSULTANT'S invoice for final payment and reimbursement.

## **SECTION 6. TERMINATION/SUSPENSION**

6.1 **For Cause.** This Project Agreement may be terminated by either party upon five (5) calendar days written notice to the other party should the other party fail substantially to perform in accordance with its material terms through no fault of the party initiating the termination. 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 of this Project Agreement and the provision of Section 6.2 shall apply.

6.2 **For Convenience.** This Project Agreement may be terminated by the VILLAGE for convenience upon fourteen (14) calendar days' written notice to the CONSULTANT. In the event of 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 for reimbursable expenses incurred prior to the date of termination. The CONSULTANT shall promptly submit its invoice for final payment and reimbursement and the invoice shall comply with the provisions of Paragraph 5.1 of this Project Agreement. Under no circumstances shall the VILLAGE make any payment to the CONSULTANT for services which have not been performed.

6.3 **Assignment upon Termination.** Upon termination of this Project Agreement, a copy of all of the Consultant's work product 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, a copy of all work product in its possession, including but not limited to designs, specifications, drawings, studies, reports and all other documents and data in the possession of the CONSULTANT pertaining to this Project Agreement. Further, upon the VILLAGE'S request, the CONSULTANT shall assign its rights, title and interest under any subcontractor's agreements to the VILLAGE. CONSULTANT is not responsible and is hereby released from responsibility for the VILLAGE's use of the documents for any purpose other than for this Project and for the use of any incomplete documents at the time of termination.

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 thirty (30) 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 for herein through no fault of the CONSULTANT, the VILLAGE shall pay to the CONSULTANT its reasonable costs, actually incurred and paid, of demobilization and remobilization, as full compensation for any such suspension.

## **SECTION 7. MISCELLANEOUS**

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

- a. Keep and maintain public records that ordinarily and necessarily would be required to be kept and maintained by VILLAGE were VILLAGE performing the services under this 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 CONSULTANT 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 CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONSULTANT'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](mailto:Clerk@islamorada.fl.us), or by mail: Village Clerk, 868800 Overseas Highway, Islamorada, FL 33036.**

7.2 **E-Verify.** CONSULTANT 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 CONSULTANT, CONSULTANT may not be awarded a public contract for a period of 1 year after the date of termination.

7.3 **Scrutinized Companies.**

- a. CONSULTANT certifies that it and its subcontractors are not on the Scrutinized Companies that Boycott Israel List. Pursuant to Section 287.135, F.S., the Village may immediately terminate this Agreement at its sole option if the CONSULTANT or its subcontractors are found to have submitted a false certification; or if the CONSULTANT, or its subcontractors 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. CONSULTANT agrees to observe the above requirements for applicable subcontracts entered into for the performance of work under this Agreement.
- c. 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 8. INCORPORATION OF TERMS AND CONDITIONS OF CONTINUING SERVICE AGREEMENT**

8.1 This Project Agreement incorporates the terms and conditions set forth in the Continuing Services Agreement dated September 2020 between the parties as though fully set forth herein. In the event that any terms or conditions of this Project Agreement conflict with the

Continuing Services Agreement, the provisions of this specific Project Agreement shall prevail and apply.

[THE REST OF THIS PAGE INTENTIONALLY LEFT BLANK.]

**ATTEST:**

**ISLAMORADA, VILLAGE OF ISLANDS**

\_\_\_\_\_  
Marne McGrath, Village Clerk

By: \_\_\_\_\_  
Robert Cole, Village Manager

Date: \_\_\_\_\_

Approved as to form and legality  
for the use and benefit of  
Islamorada, Village of Islands only:

\_\_\_\_\_  
Village Attorney

**ATTEST:**

**WADE TRIM, INC.**

\_\_\_\_\_  
Secretary

By: \_\_\_\_\_  
Thomas S. Brzezinski, P.E.  
Executive Vice President

\_\_\_\_\_  
Please type name of Secretary

Date: \_\_\_\_\_

(CORPORATE SEAL)

WITNESSES:

\_\_\_\_\_  
Print Name: \_\_\_\_\_

\_\_\_\_\_  
Print Name: \_\_\_\_\_

## **EXHIBIT "1"**

### **Project Description**

Pursuant to Chapter 380, Florida Statutes, State of Florida, identified the Florida Keys as an area of critical concern to land and water management. The associated Administration Commission Rule requires installing an advanced sanitary sewer system to meet advanced wastewater treatment standards for the community by December 2015. In response to the State of Florida's mandate, the VILLAGE issued Request for Proposals (RFP) No. 11-06-29 and selected a Design-Build-Operate (DBO) Firm Reynolds Water Islamorada to perform the design, build and operation of the wastewater system. The CONSULTANT has since functioned as the Owner's Representative and Construction Manager and acted as the VILLAGE'S agent with regard to all aspects of this scope of services. Delivery of the work associated with the design-build portion of the wastewater system has been completed by the DBO Firm.

The CONSULTANT continues to provide engineering support for the VILLAGE's Wastewater Utility. The CONSULTANT will report directly to the VILLAGE'S Public Works Director and/or VILLAGE Manager, and such other persons as directed by the VILLAGE Manager. The CONSULTANT'S duties to assist the VILLAGE with the operations of the wastewater utility are broken down into the following tasks:

Task 1 – DEP Permitting, Building Department and Planning Department Reviews,

Task 2 – Wastewater Operations,

Task 3 – General Engineering Services, and

Task 4 – Design, Permitting, Bidding Assistance and Construction Engineering Services.

**EXHIBIT "2"**  
**Scope of Services and Project Schedule**

**Task 1 – DEP Permitting, Building Department and Planning Department Reviews**

The CONSULTANT will assist the VILLAGE with the review, processing, and approval of Florida Department of Environmental Protection (DEP) construction and place into operation permit applications, site plan approvals, and engineering plan reviews received for new development and re-development projects connecting with the VILLAGE's wastewater collection system and submitted to the VILLAGE Planning Department, the VILLAGE Building Department, and the VILLAGE Wastewater Department. Wade Trim's reviews will consist of:

- a) Review of preliminary plan submittals, review of preliminary design reports, and review of DEP wastewater permit applications for completeness and technical accuracy in accordance with the VILLAGE's Utility Policy & the Key Largo Wastewater Treatment District (KLWTD) Interlocal Agreement,
- b) Confirming that the proposed project complies with the VILLAGE's Minimum Design and Construction Standards and Specifications for Wastewater,
- c) Coordinating reviews and approvals with the DEP, the Project Engineer-of-Record, and other applicable regulatory agencies,
- d) Conduct hydraulic analyses of the Village's low pressure collection system, as needed, to confirm that the system capacity is sufficient for any increase in equivalent dwelling units (EDUs) for a proposed development or redevelopment project,
- e) Determine the additional amount of vacuum sewer capacity, as needed, in the Village's wastewater collection system and the potential impact on the Village's wastewater vacuum pump stations to accommodate any increase in EDUs for a proposed development or redevelopment project,
- f) Corresponding with the project Engineer-of-Record, and
- g) Attending pre-application meetings with the Project Owner, the Project Engineer-of-Record, and Village staff as needed.

- Deliverables:
- Permit review and correspondence as required for each project submittal and resubmittal with the VILLAGE, the DEP, the Engineer-of-Record, and other public agencies involved with the Project.
  - Consult with and advise the VILLAGE on engineering aspects of the Project as it pertains to the wastewater collection system, the wastewater transmission system and treatment facilities which the VILLAGE utilizes for providing wastewater services to its customers.
  - Capacity analysis reports for the VILLAGE's low pressure collection system and/or vacuum sewer collection system.
  - Attend pre-application meetings with the VILLAGE and representatives of the proposed development or re-development as required for obtaining necessary permits and approvals.

Schedule: Ongoing throughout the Project.

## **Task 2 – Wastewater Operations**

The CONSULTANT will assist the VILLAGE with various elements of the Wastewater Utility's Operations Services as required or requested that include:

- a) Participate and attend regularly scheduled Operations meetings with the VILLAGE Wastewater Department, Public Works Department, Planning Department, Building Department and Finance Department staff,
- b) Provide engineering review and approval of submittals received for identified capital improvement projects on the VILLAGE's wastewater collection system,
- c) Assist with the preparation of a Collection/Transmission System Power Outage Contingency Plan as required under FDEP Rule 62-60.705(1), F.A.C.,
- d) Assist with the preparation of a Collection System Action Plan as required under FDEP Rule 62-60.705(2), F.A.C., and
- e) Assist with any miscellaneous engineering requests received from the VILLAGE Public Works Director.



Deliverables:

- Attend regularly scheduled Operations meetings.
- Perform engineering review and approvals for identified capital improvements projects on the VILLAGE's wastewater system.
- DEP Collection/Transmission System Power Outage Plan.
- DEP Collection System Action Plan.

Schedule: Ongoing throughout the Project.

### **Task 3 – General Engineering Services**

The CONSULTANT will provide the VILLAGE with as-needed engineering assistance pertaining to the following services:

- Review, evaluate, and calculate EDUs for new developments and re-developments, as requested by the VILLAGE, to ascertain the accuracy of estimated flows and the corresponding assessments levied by the VILLAGE against properties requesting wastewater services from the VILLAGE,
- Review engineering reports submitted for the purpose of establishing flows for new development or redevelopment projects,
- Assist with the preparation of any new updated flow projections as required for components for the Interlocal Agreement with KLWTD,
- Correspond and attend meetings with the VILLAGE as required for assisting with the final determination of EDUs for proposed development and redevelopment projects, and
- Providing as-need assistance at the direction of the VILLAGE Manager or the Utilities Manager.

Schedule: Ongoing throughout Project.

#### **Task 4 – Design, Bidding, Permitting and Construction Engineering Services**

The CONSULTANT will assist the VILLAGE with the design, bidding, permitting and construction engineering services as required for the Lorelei and Islamorada Fishing Club Wastewater Improvements Project and assist the VILLAGE with construction engineering services as required for the Gardenia Street Vacuum System Improvements Project. Specific tasks for each capital improvement project are described in Subtasks 4.1 and 4.2 below.

#### **4.1 – Lorelei & The Islamorada Fishing Club Redevelopment Project**

Currently the Lorelei and Islamorada Fishing Club properties receive wastewater service from the VILLAGE's vacuum sewer collection system in Upper Matecumbe Key. Both properties are currently undergoing redevelopment that will increase their respective wastewater flows, whereby the maximum allowable design capacity for each property connection on the VILLAGE's vacuum sewer system will be exceeded. The existing wastewater service connections with the vacuum sewer system for the Lorelei and the Islamorada Fishing Club properties will be replaced by connecting each property with a new low pressure force main that will be constructed in the right-of-way along Madeira Road. Construction of this new low-pressure force main will provide the needed wastewater capacity for each redevelopment project.

The CONSULTANT has completed the topographic survey of the proposed project alignment, conducted site visits of the project corridor, reviewed pertinent features that may impact design and/or construction, and submitted a preliminary set of project drawings to the VILLAGE. The CONSULTANT will complete the project design, permitting, bidding, and construction engineering services as required for this wastewater improvement project as described in each subsection below.

##### **4.1.1 Engineering Design**

- a) Prepare design submittals at the 60% and 90% completion stages of the Project for the VILLAGE'S review and comment. Based on review comments received from the

VILLAGE and permitting agencies, revise the 60% and 90% drawing submittals accordingly.

- e) Coordinate with the VILLAGE the preparation of Standard EJCDC Contract Forms, Bidding Documents, and Contract General and Supplemental Conditions required for the Project.
- f) Prepare technical specifications for the Project consisting of written technical descriptions of standards and workmanship required for materials, equipment and construction.
- g) Prepare the 100% drawing and specifications submittal package for the VILLAGE's final review and comment.
- h) Prepare opinions of probable construction cost at the 60%, 90%, and 100% completion stages of design for the proposed improvements on this Project for the VILLAGE'S review and comment.

#### **4.1.2 Permitting and Bidding Assistance**

- a) Prepare and submit a DEP Notification/Application for Constructing a Domestic Wastewater Collection/Transmission System. All permit fees will be paid by the VILLAGE.
- b) Prepare and submit a FDOT Utility Permit Application as required for the Project. All permit fees will be paid by the VILLAGE.
- c) Assist with the preparation and submittal of any Requests for Additional Information (RAI) received from DEP on the submitted permit application.
- d) Assist the VILLAGE with bidding the project that includes coordination of the bid documents and advertisement for bidding; attending the pre-bid meeting; preparation and distribution of the pre-bid meeting minutes; responding to clarifications and questions received from bidders; and preparation and submittal of addenda information as required for bidding the Project.
- e) Assist the VILLAGE with review and evaluation of bids received for the project and provide a written recommendation of Contract award to the lowest responsive bidder.

#### **4.1.3 Construction Engineering Services**

- a) Attend construction kickoff and progress meetings with VILLAGE staff and the selected Contractor for the purpose of reviewing project requirements, project construction schedule, submittals, construction progress, testing, and any issues of concern.
- b) Prepare and submit three (3) sets of signed and sealed conformed project drawings and specifications to the VILLAGE.
- c) Conduct periodic field visits to the project site(s) for the purpose of confirming the Contractor's progress on the Project and resolving any potential conflicts that may arise during project construction.
- d) Review and approval of shop drawings submitted by the Contractor for conformance with the project design concept and compliance with the requirements of the contract documents.
- e) Review and respond to the Contractor's requests for information (RFI) or clarification of the construction contract documents.
- f) Provide coordination with the Contractor and the VILLAGE Building Department as required for final testing of the constructed infrastructure.
- g) Review monthly pay requests received from the Contractor based on information provided by the VILLAGE, monthly progress meetings, and observations during site visits.
- h) Assist the VILLAGE with start-up, testing, commissioning, and turnover as required for the Project.
- i) Conduct substantial and final completion inspections as required for the VILLAGE for project closeout.

**Deliverables:**

- 60% Design Submittal – one set of 60% complete 11”x17” drawings and project specifications, and a 60% complete estimate of probable construction cost. All submittals will be in electronic Adobe pdf files.
- 90% Design Submittal – one set of 90% complete 11”x17” drawings and project specifications, and a 90% complete estimate of probable construction cost. All submittals will be in electronic Adobe pdf files.
- 100% Design Submittal – one 100% complete set of signed and sealed 11”x17” drawings and specifications, and a 100% complete estimate of probable construction cost. All submittals will be in electronic Adobe pdf files.
- A signed/sealed DEP Notification/Application for Constructing a Domestic Wastewater Collection/Transmission System with one set of signed/sealed electronic drawings (100%).
- A signed/sealed FDOT Permit Application with one set of signed/sealed electronic drawings (100%).
- Conformed Document Submittal – Conformed set of signed and sealed drawings (11”x17”) and specifications (3 hardcopies and 1 electronic Adobe pdf file).
- Attendance at project kickoff and monthly progress meetings.
- Shop drawing submittal reviews and approvals.
- Correspondence with the Contractor as required.
- Review of RFIs received from the Contractor.
- Review of Contractor’s monthly pay requests.
- Inspection, startup, testing, and commissioning reports.
- Substantial and final completion inspections.

**Schedule:**

- Ongoing throughout each identified project.

## **4.2 – South Gardenia Street Vacuum Main Improvements Project**

During fiscal year 2024, the CONSULTANT completed the permitting, bidding, and partial construction engineering services as required for the vacuum collection system improvements needed to serve the Plantation Key School and a Habitat for Humanity development project (9 EDUs) located along South Gardenia Street in North Plantation Key. For fiscal year 2025, the CONSULTANT will provide the VILLAGE with construction engineering services required for completing the Project as described below.

### **4.2.1 Construction Engineering Services**

- a) Conduct periodic field visits to the project site(s) for the purpose of confirming the Contractor's progress on the Project and resolving any potential conflicts that may arise during construction.
- b) Review and respond to the Contractor's requests for information (RFI) or clarification of the construction contract documents.
- c) Provide coordination with the Contractor and the VILLAGE Building Department as required for final testing of the constructed project.
- d) Review monthly pay requests received from the Contractor based on information provided by the VILLAGE, monthly progress meetings, and observations during site visits.
- e) Assist the Contractor and the VILLAGE with system start-up, testing, commissioning, and turnover as required for the Project.
- f) Conduct substantial and final completion inspections as required for the VILLAGE for project closeout.
- g) Completion of final record drawings for the Project.

#### **Deliverables:**

- Review of RFIs received from the Contractor.
- Review of Contractor's monthly pay requests.
- Inspection, startup and testing reports.
- Substantial and final completion inspections.

- Submittal of final record drawings.

**Schedule:** - Ongoing throughout the project.

### **Compensation Summary**

The estimated budget associated with each task effort is summarized in the table below.

| <b>Task No. &amp; Description</b>                               | <b>Estimated Task Budget for FY25</b> |
|-----------------------------------------------------------------|---------------------------------------|
| Task 1 – Permitting, Building & Planning Department Reviews     | \$49,003.00                           |
| Task 2 – Wastewater Operations                                  | \$44,747.00                           |
| Task 3 – General Engineering Services                           | \$38,607.00                           |
| Task 4 – Bidding Assistance & Construction Engineering Services | \$83,413.00                           |
| <b>Total Estimated FY25 Contract Services Budget</b>            | <b>\$215,770.00</b>                   |

### **EXHIBIT “3”**

2024-2025 Fiscal Year Expenditure

#### **Payment Schedule**

The CONSULTANT will submit invoices to the VILLAGE on a monthly basis for actual services rendered and costs incurred for the performance of its services under this Project Agreement. Fees shall be based upon the CONSULTANT’S hourly rates as specified in the Continuing Services Agreement and the actual cost of reimbursable expenses.

Invoices shall be broken down by the above Tasks and shall be based on the Billing Rate Schedule consistent with the current Continuing Services Agreement.





# Council Communication

**To:** Mayor and Village Council  
**From:** A.J. Engelmeyer, Public Works Director  
**Date:** October 8, 2024  
**SUBJECT:** **Resolution Approving Work Authorization No. 2 Between Page Excavating and the Village for FY 2024-2025 Services TAB 11**

## **Background:**

On June 29, 2023, the Village published a Request for Qualifications for Professional Contractor Services for Wastewater (RFQ 23-10). At its regular meeting on September 7, 2023, the Village Council adopted Resolution No. 23-09-98, thereby approving the final ranking and recommendations of the RFQ 23-10 review committee. Page Excavating, Inc. ("Page"), was approved for professional contractor services through this process, and a Continuing Services Agreement ("CSA") was entered into between Wade Trim and the Village effective September 19, 2023, for a five (5) year period, through September 19, 2028.

At its regular meeting on October 10, 2023, the Village Council adopted Resolution No. 23-10-119, thereby approving Work Authorization No. 1 under the CSA for services provided from October 1, 2023, September 30, 2024 (FY 2023-2024), for a maximum not-to-exceed amount of \$693,000.00. Payments to Page pursuant to Work Authorization No. 1 totaled \$686,985.00

## **Analysis:**

The attached Resolution provides for approval of Work Authorization No. 2 (Exhibit "A" to the Resolution) under the 2023 CSA with Page to provide general services related to operations of the Village's Wastewater Utility effective October 1, 2024, through September 30, 2025 (FY 2024-2025) for a maximum not-to-exceed amount of \$700,000.00.

## **Budget Impact:**

The proposed Work Authorization No. 2 for Page is for a not-to-exceed fee of \$700,000.00. This fee would be paid from the Village's Wastewater Enterprise Utility Fund and expensed to the Repair and Maintenance and Infrastructure accounts. The FY 2024-2025 adopted budget for Repair and Maintenance in the Wastewater Fund includes \$645,000.00. The FY 2024-2025 adopted budget for Infrastructure in the Wastewater Fund includes \$915,000.00.

Payments to Page for wastewater-related services have historically been eligible for partial reimbursement by the U S Army Corps of Engineers with Florida Keys Water Quality Improvement Program funding, when appropriated.

## **Staff Impact:**

The Public Works and Wastewater Director would coordinate activities under this agreement and work authorization with Wade Trim.

**Recommendation:**

It is recommended that the Village Council adopt the attached resolution, thereby approving and authorizing Work Authorization No. 2 with Page.

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

## **RESOLUTION NO. 24-**

**A RESOLUTION OF THE VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA, RATIFYING AND APPROVING WORK AUTHORIZATION NO. 2 BETWEEN PAGE EXCAVATING, INC. AND ISLAMORADA, VILLAGE OF ISLANDS, TO PROVIDE WASTEWATER SUPPORT SERVICES AS NEEDED; AUTHORIZING VILLAGE OFFICIALS TO IMPLEMENT THE TERMS AND CONDITIONS OF WORK AUTHORIZATION NO. 2; AUTHORIZING THE VILLAGE MANAGER TO EXPEND BUDGETED FUNDS; AUTHORIZING THE VILLAGE MANAGER TO EXECUTE THE WORK AUTHORIZATION; AND PROVIDING FOR AN EFFECTIVE DATE**

**WHEREAS**, on June 29, 2023, Islamorada, Village of Islands, (the "Village") published a Request for Qualifications for Professional Contractor Services for Wastewater (RFQ 23-10); and

**WHEREAS**, on September 7, 2023, the Village Council of Islamorada, Village of Islands (the "Village Council"), adopted Resolution No. 23-09-98, thereby approving the final rankings and recommendations of the RFQ 23-10 Selection Committee whereby Page Excavating, Inc. ("Page") was selected for professional contractor services; and

**WHEREAS**, the Village entered into a Continuing Services Agreement (the "Agreement") with Page for Wastewater System Services effective September 19, 2023, for a five (5) year period with the option to renew for five (5) additional one (1) year periods on same terms; and

**WHEREAS**, on October 10, 2023, the Village Council adopted Resolution No. 23-10-119 thereby approving Work Authorization No. 1 under the Agreement effective October 1, 2023, through September 30, 2024 (FY 2023-2024); and

**WHEREAS**, the Village and Page desire to enter into Work Authorization No. 2 under the Agreement to provide labor and materials to provide wastewater support services for a not-to-exceed fee of Seven Hundred Thousand and no/100 Dollars (\$700,000.00) in FY 2024-2025

effective October 1, 2024 through September 30, 2025; and

**WHEREAS**, the Village Council finds that approval of the Work Authorization No. 2 with Page is in the best interest of the Village.

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

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

**Section 2. Approval of Work Authorization.** The Village Council hereby ratifies and approves Work Authorization No. 2 between Page and the Village for provision of services under the Agreement for FY 2024-2025.

**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 Work Authorization No. 2.

**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. 2.

**Section 5. Execution of Work Authorization.** The Village Manager is authorized to execute Work Authorization No. 2 on behalf of the Village, to execute any required agreements and/or documents to implement the terms and conditions of Work Authorization No. 2 and to execute any extensions and/or amendments to Work Authorization No. 2, subject to the approval as to form and legality by the Village Attorney.

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

Motion to adopt by \_\_\_\_\_, second by \_\_\_\_\_.

## FINAL VOTE AT ADOPTION

## VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS

Mayor Joseph B. Pinder III \_\_\_\_\_

Vice Mayor Sharon Mahoney \_\_\_\_\_

Councilwoman Elizabeth Jolin \_\_\_\_\_

Councilman Mark Gregg \_\_\_\_\_

Councilman Henry Rosenthal \_\_\_\_\_

**PASSED AND ADOPTED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 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

**PROJECT AGREEMENT**

Between

ISLAMORADA, VILLAGE OF ISLANDS

And

PAGE EXCAVATING, INC.

For

Work Authorization No. 2

**Wastewater Support Services**

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

The VILLAGE and CONSULTANT agree as follows:

**SECTION 1. SCOPE OF SERVICES**

1.1 The CONSULTANT shall provide Wastewater Support Services, including poly check valve replacement services, concrete repair work, new vacuum pit and lateral connection installations, and other services to the VILLAGE for the Project as described in the Scope of Services listed in Exhibit "A" attached to the Continuing Services Agreement effective September 19, 2023 (the "CSA").

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" attached to the CSA.

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 CSA, prior to any deviation from the terms of this Project Agreement, including the initiation of any extra work.

**SECTION 2. DELIVERABLES**

2.1 As part of the Scope of Services and Project Schedule, the CONSULTANT shall provide to the VILLAGE the Deliverables as discussed in the CSA.

2.2 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 retroactive to October 1, 2023 2024, and shall continue in full force and effect through, September 30, 2024 2025 unless otherwise terminated pursuant to Section 6 or other applicable provisions of this Project Agreement. The Village Manager may extend the term of this Project Agreement through written notification to the CONSULTANT. Such extension shall not exceed (30) days. No further extensions of this Project Agreement shall be effective unless authorized by the Village Council.

### SECTION 4. AMOUNT, BASIS AND METHOD OF COMPENSATION

4.1 Lump Sum Compensation. VILLAGE agrees to pay CONSULTANT an amount not to exceed **Three Seven Hundred Thousand and no/100 Dollars (\$3700,000.00)** as compensation for providing wastewater support services, including installing the poly check valves in the low pressure force main, concrete repair work around vacuum pit lids, new vacuum pit and lateral connection installations, and other services listed on Exhibit "1," attached hereto and made a part hereof. 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 lump sum amount set forth in Section 4.1 includes Direct Expenses and describes the maximum extent of VILLAGE'S obligation to reimburse CONSULTANT for direct, non-salary expenses, but does not constitute a limitation, of any sort, upon CONSULTANT'S obligation to incur such expenses in the performance of services hereunder.

### SECTION 5. BILLING AND PAYMENTS TO THE CONSULTANT

#### 5.1 Invoices.

5.1.1 Lump Sum Compensation. CONSULTANT shall submit invoices which are identified by the specific project number on a monthly basis and in a timely manner. These invoices shall identify the location and nature of the work performed.

5.2 Disputed Invoices. In the event that 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.

5.3 Suspension of Payment. In the event that the VILLAGE becomes credibly informed that any representations of the CONSULTANT, provided in an invoice 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 this Project Agreement, and the cause thereof, is corrected to the VILLAGE'S reasonable satisfaction.

5.4 Retainage. The VILLAGE reserves the right to withhold retainage in the amount of ten percent (10%) of any payment due to the CONSULTANT until the project is completed, as applicable. Said retainage may be withheld at the sole discretion of the VILLAGE and as security for the successful and timely completion of the CONSULTANT'S duties and responsibilities under this Project Agreement.

5.5 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. hereof. Under no circumstances shall the VILLAGE make payment 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><b>NAME</b></u> | <u><b>FUNCTION</b></u> |
|--------------------|------------------------|
| Mark Page          | 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 SERVICES AGREEMENT

All terms and conditions of the "Continuing Service Agreement" between the VILLAGE and CONSULTANT, dated September 19, 2023, 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.

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, a duly authorized officer to execute same.

**VILLAGE**

ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA

By: \_\_\_\_\_  
Robert Cole, Village Manager

The \_\_\_\_\_ day of \_\_\_\_\_ 2024.

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

**CONSULTANT**

PAGE EXCAVATING, INC.

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

The \_\_\_\_\_ day of \_\_\_\_\_, 2024.

AUTHENTICATE:

\_\_\_\_\_  
Secretary

\_\_\_\_\_  
Print Name

(CORPORATE SEAL)

WITNESSES:

\_\_\_\_\_  
Print Name: \_\_\_\_\_

\_\_\_\_\_  
Print Name: \_\_\_\_\_

## ATTACHMENT A

### Cost for Services

#### **Instructions:**

Indicate the cost for each of the services you are interested in performing. Contractors can bid on all or some of the work.

#### **Large Scale Fixed Price with Economic Price Adjustments (CPI) for 3-5 years**

Prices should include all labor, equipment and incidental supplies and materials for installation, Repairs and restoration needed. Materials supplied by Islamorada Wastewater will consist of permanently installed infrastructure, such as: pipes, valves repair couplers, vacuum pits, grinder pumps and basins, etc.

Examples of such services may include:

1. Emergency repairs or replacement of the damaged Conveyance Force Main (CFM) for identified piping types, diameters and depths as identified below:

- a. Emergency call out including mobilization and demobilization:

| Depth below ground |      | 0-5 feet           | 5-8 feet           | 8+ feet            |
|--------------------|------|--------------------|--------------------|--------------------|
| i.                 | 1 LS | \$ <u>1,846.80</u> | \$ <u>2,565.00</u> | \$ <u>2,872.80</u> |

- b. HDPE, DR13.5 CFM pip diameters:

| Depth below ground |         | 0-5 feet             | 5-8 feet             | 8+ feet              |
|--------------------|---------|----------------------|----------------------|----------------------|
| i.                 | 8-inch  | \$ <u>76.95</u> /lf  | \$ <u>82.08</u> /lf  | \$ <u>87.21</u> /lf  |
| ii.                | 10-inch | \$ <u>87.21</u> /lf  | \$ <u>92.34</u> /lf  | \$ <u>97.47</u> /lf  |
| iii.               | 12-inch | \$ <u>97.47</u> /lf  | \$ <u>102.60</u> /lf | \$ <u>107.73</u> /lf |
| iv.                | 14-inch | \$ <u>102.60</u> /lf | \$ <u>107.73</u> /lf | \$ <u>112.86</u> /lf |
| v.                 | 16-inch | \$ <u>107.73</u> /lf | \$ <u>112.86</u> /lf | \$ <u>117.99</u> /lf |
| vi.                | 18-inch | \$ <u>112.86</u> /lf | \$ <u>117.99</u> /lf | \$ <u>123.12</u> /lf |

- c. PVC, DR25 CFM pipe diameters:

| Depth below ground |         | 0-5 feet             | 5-8 feet             | 8+ feet              |
|--------------------|---------|----------------------|----------------------|----------------------|
| i.                 | 8-inch  | \$ <u>76.95</u> /lf  | \$ <u>82.08</u> /lf  | \$ <u>87.21</u> /lf  |
| ii.                | 10-inch | \$ <u>87.21</u> /lf  | \$ <u>92.34</u> /lf  | \$ <u>97.47</u> /lf  |
| iii.               | 12-inch | \$ <u>97.47</u> /lf  | \$ <u>102.60</u> /lf | \$ <u>107.73</u> /lf |
| iv.                | 16-inch | \$ <u>107.73</u> /lf | \$ <u>112.86</u> /lf | \$ <u>117.99</u> /lf |
| v.                 | 18-inch | \$ <u>112.86</u> /lf | \$ <u>117.99</u> /lf | \$ <u>123.12</u> /lf |

2. Installation of new service connections and extensions on the CFM; including electrofusion (HDPE) or hot taps (PVC) for various pipe types, diameters and depths identified below:

- a. Standard call out including mobilization and demobilization:

| Depth below ground | 0-5 feet        | 5-8 feet          | 8+ feet           |
|--------------------|-----------------|-------------------|-------------------|
| i. 1 LS            | <u>\$769.50</u> | <u>\$1,026.00</u> | <u>\$1,282.50</u> |

b. HDPE, DR13.5 CFM pip diameters:

| Depth below ground | 0-5 feet            | 5-8 feet            | 8+ feet             |
|--------------------|---------------------|---------------------|---------------------|
| i. 8-inch          | <u>\$76.95 /lf</u>  | <u>\$82.08 /lf</u>  | <u>\$87.21 /lf</u>  |
| ii. 10-inch        | <u>\$87.21 /lf</u>  | <u>\$92.34 /lf</u>  | <u>\$97.47 /lf</u>  |
| iii. 12-inch       | <u>\$97.47 /lf</u>  | <u>\$102.60 /lf</u> | <u>\$107.73 /lf</u> |
| iv. 14-inch        | <u>\$102.60 /lf</u> | <u>\$107.73 /lf</u> | <u>\$112.86 /lf</u> |
| v. 16-inch         | <u>\$107.73 /lf</u> | <u>\$112.86 /lf</u> | <u>\$117.99 /lf</u> |
| vi. 18-inch        | <u>\$112.86 /lf</u> | <u>\$117.99 /lf</u> | <u>\$123.12 /lf</u> |

c. PVC, DR25 CFM pipe diameters:

| Depth below ground | 0-5 feet            | 5-8 feet            | 8+ feet             |
|--------------------|---------------------|---------------------|---------------------|
| i. 8-inch          | <u>\$76.95 /lf</u>  | <u>\$82.08 /lf</u>  | <u>\$87.21 /lf</u>  |
| ii. 10-inch        | <u>\$87.21 /lf</u>  | <u>\$92.34 /lf</u>  | <u>\$97.47 /lf</u>  |
| iii. 12-inch       | <u>\$97.47 /lf</u>  | <u>\$102.60 /lf</u> | <u>\$107.73 /lf</u> |
| iv. 16-inch        | <u>\$107.73 /lf</u> | <u>\$112.86 /lf</u> | <u>\$117.99 /lf</u> |
| v. 18-inch         | <u>\$112.86 /lf</u> | <u>\$117.99 /lf</u> | <u>\$123.12 /lf</u> |

3. Emergency repairs of existing vacuum mains in the Village collection system at various construction depths and vacuum main diameters as identified below:

a. Emergency call out including mobilization and demobilization:

| Depth below ground | 0-4 feet          | 4-6 feet          | 6+ feet           |
|--------------------|-------------------|-------------------|-------------------|
| i. 1 LS            | <u>\$1,641.60</u> | <u>\$2,052.00</u> | <u>\$2,062.40</u> |

b. Vacuum Main SDR 21 PVC pipe diameters:

| Depth below ground | 0-4 feet           | 4-6 feet            | 6+ feet             |
|--------------------|--------------------|---------------------|---------------------|
| i. 4-inch          | <u>\$51.30 /lf</u> | <u>\$56.43 /lf</u>  | <u>\$61.56 /lf</u>  |
| ii. 6-inch         | <u>\$56.43 /lf</u> | <u>\$61.56 /lf</u>  | <u>\$66.69 /lf</u>  |
| iii. 8-inch        | <u>\$76.95 /lf</u> | <u>\$82.08 /lf</u>  | <u>\$87.21 /lf</u>  |
| iv. 10-inch        | <u>\$87.21 /lf</u> | <u>\$92.34 /lf</u>  | <u>\$97.47 /lf</u>  |
| v. 12-inch         | <u>\$97.47 /lf</u> | <u>\$102.60 /lf</u> | <u>\$107.73 /lf</u> |

4. Installation of vacuum main extensions and new service connections as deemed necessary by the engineering staff for vacuum main diameters at various construction depths as identified below:

- a. Standard call out including mobilization and demobilization:

| Depth below ground | 0-4 feet        | 4-6 feet        | 6+ feet           |
|--------------------|-----------------|-----------------|-------------------|
| i. 1 LS            | <u>\$666.90</u> | <u>\$923.40</u> | <u>\$1,077.30</u> |

- b. Vacuum Main SDR 21 PVC pipe diameters:

| Depth below ground | 0-4 feet           | 4-6 feet            | 6+ feet             |
|--------------------|--------------------|---------------------|---------------------|
| i. 4-inch          | <u>\$51.30 /lf</u> | <u>\$56.43 /lf</u>  | <u>\$61.56 /lf</u>  |
| ii. 6-inch         | <u>\$56.43 /lf</u> | <u>\$61.56 /lf</u>  | <u>\$66.69 /lf</u>  |
| iii. 8-inch        | <u>\$76.95 /lf</u> | <u>\$82.08 /lf</u>  | <u>\$87.21 /lf</u>  |
| iv. 10-inch        | <u>\$87.21 /lf</u> | <u>\$92.34 /lf</u>  | <u>\$97.47 /lf</u>  |
| v. 12-inch         | <u>\$97.47 /lf</u> | <u>\$102.60 /lf</u> | <u>\$107.73 /lf</u> |

5. Emergency repairs or replacement of damaged HDPE low pressure force main (LPFM) for diameters and various construction depths as identified below:

- a. Emergency call out including mobilization and demobilization:

| Depth below ground | 0-4 feet          | 4-6 feet          | 6+ feet           |
|--------------------|-------------------|-------------------|-------------------|
| i. 1 LS            | <u>\$1,641.60</u> | <u>\$2,052.00</u> | <u>\$2,462.40</u> |

- b. LPFM pipe diameters:

| Depth below ground | 0-4 feet           | 4-6 feet           | 6+ feet            |
|--------------------|--------------------|--------------------|--------------------|
| i. 1-1/4-inch      | <u>\$20.52 /lf</u> | <u>\$25.65 /lf</u> | <u>\$30.78 /lf</u> |
| ii. 1-1/2-inch     | <u>\$25.65 /lf</u> | <u>\$30.78 /lf</u> | <u>\$35.91 /lf</u> |
| iii. 2-inch        | <u>\$30.78 /lf</u> | <u>\$35.91 /lf</u> | <u>\$41.04 /lf</u> |
| iv. 3-inch         | <u>\$41.04 /lf</u> | <u>\$46.17 /lf</u> | <u>\$51.30 /lf</u> |
| v. 4-inch          | <u>\$51.30 /lf</u> | <u>\$56.43 /lf</u> | <u>\$61.56 /lf</u> |

6. Installation of new HDPE low pressure force main (LPFM) for diameters and various construction depths by means of open trench as identified below:

- a. Standard call out including mobilization and demobilization:

| Depth below ground | 0-4 feet        | 4-6 feet        | 6+ feet           |
|--------------------|-----------------|-----------------|-------------------|
| i. 1 LS            | <u>\$666.90</u> | <u>\$923.40</u> | <u>\$1,077.30</u> |

- b. LPFM pipe diameters:

| Depth below ground | 0-4 feet           | 4-6 feet           | 6+ feet            |
|--------------------|--------------------|--------------------|--------------------|
| i. 1-1/4-inch      | <u>\$20.52 /lf</u> | <u>\$25.65 /lf</u> | <u>\$30.78 /lf</u> |
| ii. 1-1/2-inch     | <u>\$25.65 /lf</u> | <u>\$30.78 /lf</u> | <u>\$35.91 /lf</u> |
| iii. 2-inch        | <u>\$30.78 /lf</u> | <u>\$35.91 /lf</u> | <u>\$41.04 /lf</u> |

|            |             |             |             |
|------------|-------------|-------------|-------------|
| iv. 3-inch | \$41.04 /lf | \$46.17 /lf | \$51.30 /lf |
| v. 4-inch  | \$51.30 /lf | \$56.43 /lf | \$61.56 /lf |

7. Installation of new HDPE low pressure force main (LPFM) for diameters and various construction depths by mean of directional bore as identified below:

- a. Standard call out including mobilization and demobilization:

|                    |          |            |            |
|--------------------|----------|------------|------------|
| Depth below ground | 0-6 feet | 6-10 feet  | 10+ feet   |
| i. 1 LS            | \$820.80 | \$1,077.30 | \$1,231.20 |

- b. LPFM pipe diameters

|                    |             |             |             |
|--------------------|-------------|-------------|-------------|
| Depth below ground | 0-6 feet    | 6-10 feet   | 10+ feet    |
| i. 1-1/4-inch      | \$25.65 /lf | \$30.78 /lf | \$35.91 /lf |
| ii. 1-1/2-inch     | \$30.78 /lf | \$35.91 /lf | \$41.04 /lf |
| iii. 2-inch        | \$30.78 /lf | \$35.91 /lf | \$41.04 /lf |
| iv. 3-inch         | \$41.04 /lf | \$46.17 /lf | \$51.30 /lf |
| v. 4-inch          | \$51.30 /lf | \$56.43 /lf | \$61.56 /lf |

8. Asphalt repairs required after needed repairs or installation of wastewater items. Must be completed to FDOT specifications required and include striping:

- a. Emergency call out for FDOT ROW including mobilization and demobilization:

|                            |                |
|----------------------------|----------------|
| i. Asphalt Milling         | \$20.52 /sy-in |
| ii. Mob and Demob          | \$5,130.00 LS  |
| iii. FC-12.5               | \$210.33 /tn   |
| iv. FC-9.5                 | \$312.93 /tn   |
| v. Limerock Base           | \$153.90 /tn   |
| vi. Thermoplastic Striping | \$7.20 /lf     |

- b. Standard call out for FDOT ROW including mobilization and demobilization:

|                            |                |
|----------------------------|----------------|
| i. Asphalt Milling         | \$10.26 /sy-in |
| ii. Mob and Demob          | \$2,052.00 LS  |
| iii. FC-12.5               | \$102.60 /tn   |
| iv. FC-9.5                 | \$153.90 /tn   |
| v. Limerock Base           | \$51.30 /tn    |
| vi. Thermoplastic Striping | \$4.10 /lf     |

9. Asphalt repairs required after needed repairs or installation of wastewater items. Must be completed to FDOT specifications and include striping:

- a. Emergency call out for Village ROW including mobilization and demobilization:

|      |                        |                |
|------|------------------------|----------------|
| i.   | Asphalt Milling        | \$20.52 /sy-in |
| ii.  | Mob and Demob          | \$5,130.00 LS  |
| iii. | FC-12.5                | \$210.33 /tn   |
| iv.  | FC-9.5                 | \$312.93 /tn   |
| v.   | Limerock Base          | \$153.90 /tn   |
| vi.  | Thermoplastic Striping | \$7.20 /lf     |

b. Standard call out for Village ROW including mobilization and demobilization:

|      |                        |                |
|------|------------------------|----------------|
| i.   | Asphalt Milling        | \$10.26 /sy-in |
| ii.  | Mob and Demob          | \$2,052.00 LS  |
| iii. | FC-12.5                | \$102.60 /tn   |
| iv.  | FC-9.5                 | \$153.90 /tn   |
| v.   | Limerock Base          | \$51.30 /tn    |
| vi.  | Thermoplastic Striping | \$4.10 /lf     |

10. Vacuum pump-out services to include mobilization and demobilization:

a. Emergency call out including mobilization and demobilization:

| Tank Size (gallons) | 0-2600       | 2601-5600    | 5601+        |
|---------------------|--------------|--------------|--------------|
| i. Call out         | \$615.60     | \$615.60     | \$615.60     |
| Minimum Time        | 3 hr         | 3 hr         | 3 hr         |
| ii. Hourly Service  | \$625.00/hr  | \$625.00/hr  | \$625.00/hr  |
| iii. Special Dump   | \$410.40/gal | \$410.40/gal | \$410.40/gal |

b. Standard call out including mobilization and demobilization:

| Tank Size (gallons) | 0-2600       | 2601-5600    | 5601+        |
|---------------------|--------------|--------------|--------------|
| i. Call Out         | \$ N/A       | \$ N/A       | \$ N/A       |
| Minimum Time        | N/A hr       | N/A hr       | N/A hr       |
| ii. Hourly Services | \$200.00/hr  | \$200.00/hr  | \$200.00/hr  |
| iii. Special Dump*  | \$410.40/gal | \$410.40/gal | \$410.40/gal |

\*Special Dump consists of disposal at a location NOT provided by Islamorada wastewater to KLWTD



### Small Scale Fixed Price with Equipment Price Adjustments (CPI) for 3-5 years

Prices should include all labor, equipment and incidental supplies and materials for installation, repairs and restoration needed. Materials supplied by Islamorada Wastewater will consist of permanently installed infrastructure, such as: pipes, valves, repair couplers, vacuum pits, grinder pumps and basins, etc.

Examples of such services may include:

11. Installation, integrity testing, and connection of vacuum valve pits on the existing vacuum collection system: \$11,286.00 ea
12. Removal of existing vacuum valve pits on the existing vacuum collection system: \$820.80 ea
13. Installation, integrity testing, and connection of a Village Simplex Grinder Pump Station (Wet Well, Pump, Valve Box, and Control Panel) for connection with the Village's low-pressure collection system: \$8,208.00 ea
14. Removal of an existing Village-owned simplex grinder pump wet well; assume an 84-inch-deep basin: \$1,530.00 ea
15. Removal of an existing Village-owned duplex grinder pump wet well; assume an 84-inch-deep basin: \$1,846.80 ea
16. Installation and integrity testing of new isolation valve on the existing low-pressure collection system: \$3,591.00 ea
17. Installation and integrity testing of new isolation valve on the existing vacuum collection system: \$3,591.00 ea
18. Adjustment of valve cover on existing low-pressure/vacuum system: \$410.40 ea
19. Adjustment of manhole ring and cover on existing vacuum valve pit: \$410.40 ea
20. Replacement of reinforced concrete around existing valve cover on existing low-pressure/vacuum system: \$513.00 ea
21. Replacement of reinforced concrete around existing vacuum valve pit: \$513.00 ea



# Council Communication

**To:** Mayor and Village Council  
**From:** Sheila Denoncourt, Chief Building Official  
**Date:** October 8, 2024  
**SUBJECT:** **Resolution Approving Work Authorization No. 5 with MT Causley LLC and the Village of Islamorada TAB 12**

## **Background:**

At its regular meeting on June 14, 2018, the Village Council passed and adopted Resolution No. 18-06-47, thereby approving non-exclusive continuing services agreements (CSAs) for general support services for the Building Services Department with two (2) firms that provided proposals in response to Request for Proposals (RFP 18-12) which the Village published on March 16, 2018. M. T. Causley, Inc. ("MTC"), was one of the two firms that responded, and the Village has been actively utilizing MTC's services under the CSA to supplement permanent staff positions and perform inspections and provide plans examiner services. The CSA was effective on June 19, 2018 to remain in effect for five (5) years through June 18, 2023. On October 25, 2022, the Village Council adopted Resolution No. 22-10-113 changing the termination of the CSA so that services continue unless either party provides 30 days' written notice to terminate. By resolution, the Village has continued services with MT Causley LLC on an annual basis.

## **Analysis:**

In FY 2020-2021, the Village began to utilize MTC's services on a more frequent basis as certain staff positions, notably plans examiner and building inspector positions which require specific certifications, have been difficult to fill. Through the CSA, the Village has engaged MTC to provide the equivalent of four (4) full-time positions that perform building, electrical, family 1 and 2, mechanical and plumbing inspections as well as provide plans examiner services. Pursuant to the current CSA with MTC, the Village should enter into a Project Agreement (Work Authorization) with MTC specifying the scope of services, deliverables, time, schedule of performance, term, amount of compensation, and personnel assigned.

Work Authorization No. 5 between the Village and MTC, attached as Exhibit A to the attached Resolution for Village Council consideration and approval, establishes a not-to-exceed contract amount for the services from MTC during fiscal year 2024-2025 of \$400,000.00. Exhibit "A" to Work Authorization No. 5 provides MTC's hourly rates for services effective October 1, 2024 through the termination date of the Work Authorization No. 5, of September 30, 2025.

## **Budget Impact:**

Fiscal Year 2024-2025 payments to MTC would continue to be reflected in the Professional Services account in the Building Fund with a primary revenue source of Building Permit Fees.

The FY 2024-2025 approved budget for Professional Services in the Building Services Fund is \$685,000.00 and includes \$400,000.00 for the services of MTC.

**Staff Impact:**

The Village's Chief Building Official would be responsible for scheduling MTC inspectors each week and monitoring costs incurred against the not-to-exceed limit.

**Recommendation:**

Staff recommends that the Village Council adopt the attached Resolution, thereby approving Work Authorization No. 5 under the CSA with MTC.

**Attachments:**

1. Reso\_M T Causley WA#5
2. EX A MTCausleyWA#5

## **RESOLUTION NO. 24-**

**A RESOLUTION OF THE VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA, APPROVING WORK AUTHORIZATION NO. 5 BETWEEN M. T. CAUSLEY, LLC, AND ISLAMORADA, VILLAGE OF ISLANDS, TO PROVIDE GENERAL SUPPORT SERVICES TO THE BUILDING SERVICES DEPARTMENT; AUTHORIZING VILLAGE OFFICIALS TO IMPLEMENT THE TERMS AND CONDITIONS OF WORK AUTHORIZATION NO. 5; AUTHORIZING THE VILLAGE MANAGER TO EXPEND BUDGETED FUNDS; AUTHORIZING THE VILLAGE MANAGER TO EXECUTE THE WORK AUTHORIZATION; AND PROVIDING FOR AN EFFECTIVE DATE**

**WHEREAS**, on March 18, 2018, Islamorada, Village of Islands (the "Village"), published a Request for Proposals for General Support Services for the Building Services and Code Compliance Departments (RFP 18-12); and

**WHEREAS**, on June 14, 2018, the Village Council of Islamorada, Village of Islands (the "Village Council") adopted Resolution No. 18-06-47, thereby approving the final rankings and recommendations of the RFP 18-12 Selection Committee whereby M. T. Causley, LLC ("MTC"), was selected to provide building support services to the Village; and

**WHEREAS**, the Village subsequently entered into a Continuing Services Agreement (the "Agreement") with MTC for building support services effective June 19, 2018, for a five (5) year period; and

**WHEREAS**, on May 20, 2021, the Village Council adopted Resolution No. 21-05-43, thereby approving Work Authorization No. 1 between the Village and MTC to provide building support services for fiscal year 2020-2021; and

**WHEREAS**, on November 18, 2021, the Village Council adopted Resolution No. 21-11-106, thereby approving Work Authorization No. 2 between the Village and MTC to provide building support services for fiscal year 2021-2022; and

**WHEREAS**, on October 25, 2022, the Village Council adopted Resolution No. 22-10-113, thereby approving a First Amendment to the Agreement thereby changing the term of the agreement to remain effective unless either party provides thirty (30) days written notice to terminate; and

**WHEREAS**, on October 25, 2022, the Village Council adopted Resolution No. 22-10-114, thereby approving Work Authorization No. 3 between the Village and MTC to provide building support services for fiscal year 2022-2023; and

**WHEREAS**, on March 2, 2023, the Village Council adopted Resolution No. 23-03-25, thereby approving a First Amendment to Work Authorization No. 3 under the Agreement to add a rate for Remote Structural Plan Review Services; and

**WHEREAS**, on September 28, 2023, the Village Council adopted Resolution No. 23-09-107, thereby approving Work Authorization No. 4 between the Village and MTC to provide building support services for fiscal year 2023-2024; and

**WHEREAS**, the Village and MTC desire to enter into Work Authorization No. 5 under the Agreement to provide building support services for fiscal year 2024-2025 in an amount not to exceed Four Hundred Thousand Dollars (\$400,000.00); and

**WHEREAS**, the Village Council finds that approval of Work Authorization No. 5 with MTC 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 Work Authorization.** The Village Council hereby approves

Work Authorization No. 5 between MTC and the Village, a copy of which is attached 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 Work Authorization No. 5.

**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. 5.

**Section 5. Execution of Work Authorization.** The Village Manager is authorized to execute Work Authorization No. 5 on behalf of the Village, to execute any required agreements and/or documents to implement the terms and conditions of Work Authorization No. 5 and to execute any extensions and/or amendments to to Work Authorization No. 5, subject to the approval as to form and legality by the Village Attorney.

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

Motion to adopt by \_\_\_\_\_, second by \_\_\_\_\_.

**FINAL VOTE AT ADOPTION**  
**VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS**

Mayor Joseph B. Pinder III \_\_\_\_\_

Vice Mayor Sharon Mahoney \_\_\_\_\_

Councilwoman Elizabeth Jolin \_\_\_\_\_

Councilman Mark Gregg \_\_\_\_\_

Councilman Henry Rosenthal \_\_\_\_\_

**PASSED AND ADOPTED THIS \_\_\_\_ DAY OF \_\_\_\_\_, 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

**PROJECT AGREEMENT  
(Work Authorization No. 5)**

**Between**

**ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA**

**And**

**M. T. CAUSLEY, LLC**

**for**

**GENERAL SUPPORT SERVICES FOR THE  
BUILDING SERVICES DEPARTMENT  
FY 2024-2025**



**PROJECT AGREEMENT  
Between**

**ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA**

**And**

**M. T. CAUSLEY, LLC**

**For**

**Work Authorization No. 5**

General Support Services for the Building Services Department

Pursuant to the provisions contained in the "Continuing Services Agreement" between ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA (the "VILLAGE") and M. T. CAUSLEY, LLC, ("CONSULTANT") dated June 19, 2018 and as amended by the First Amendment dated November 3, 2022, this Project Agreement authorizes the CONSULTANT to provide the services as set forth below:

The VILLAGE and CONSULTANT agree as follows:

**SECTION 1. SCOPE OF SERVICES**

1.1 The CONSULTANT shall provide general support services to the VILLAGE'S Building Services Department as described in Exhibit "A."

1.2 The scope of services, project schedule, and tasks to be provided by the CONSULTANT for this Work Authorization 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 Services Agreement, 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 and Project Schedule, the CONSULTANT shall provide to the VILLAGE the Deliverables as discussed under the heading "Scope of Services and Project Schedule" shown in Exhibit "A".

### **SECTION 3. TERM/TIME OF PERFORMANCE/DAMAGE**

3.1 **Term.** This Project Agreement shall include all services from October 1, 2024 (the "Commencement Date") and shall continue in full force and effect through September 30, 2025, unless otherwise, extended by the VILLAGE, terminated pursuant to Section 6 or other applicable provisions of this Project Agreement.

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 under the heading "Project Schedule," in Exhibit "A," a copy of which is attached and incorporated into this Agreement. 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 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 4. AMOUNT, BASIS AND METHOD OF COMPENSATION**

4.1 **Hourly Not-To-Exceed Compensation.** VILLAGE agrees to pay CONSULTANT as compensation for performance of all services described in Exhibit "A" **AT CONSULTANT'S HOURLY RATES, UP TO A MAXIMUM AMOUNT NOT TO EXCEED FOUR HUNDRED THOUSAND DOLLARS (\$400,000.00), FOR Contract Time for THE 2024-2025 FISCAL YEAR.**

4.2 **Reimbursable and Travel Expenses.** Reimbursable and travel expenses shall be compensated pursuant to Sections 1.2 and 1.5 of the Continuing Services Agreement.

### **SECTION 5. BILLING AND PAYMENTS TO THE CONSULTANT**

5.1 **Hourly Not-To-Exceed Compensation.** CONSULTANT shall submit invoices on a monthly basis in a timely manner. These invoices shall identify the nature of the work performed in accordance with the provisions set forth in Exhibit "A", to this Project Agreement for Fiscal Year 2024-2025. Invoices for each month shall not exceed amounts allocated to each month of the Project plus reimbursable expenses accrued during each month. The statement shall show a summary of fees with accrual of the total and credits for portions previously paid by the VILLAGE. The VILLAGE shall pay CONSULTANT within thirty (30) calendar days of approval by the Village Manager of any invoices submitted by CONSULTANT to the VILLAGE.

5.2 **Disputed Invoices.** In the event that 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 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 additional backup documentation 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 shall pay to the CONSULTANT the undisputed portion of the invoice. The parties shall endeavor to resolve the dispute in a mutually agreeable fashion.

5.3 **Suspension of Payment.** In the event that the VILLAGE becomes credibly informed that any representations of the CONSULTANT, provided pursuant to Subparagraph 5.1, hereof 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 or the Continuing Services 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 or Continuing Services Agreement, and the cause thereof, is corrected to the VILLAGE's reasonable satisfaction.

5.4 **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 consultants, incurred in connection with the Project, shall be paid in full. The CONSULTANT shall deliver to the VILLAGE all documents requested by the VILLAGE evidencing payments to any and all subcontractors, and all final specifications, plans, or other documents as dictated in Exhibit "1" under the heading the Scope of Services and Deliverable. Acceptance of final payment shall constitute a waiver of any and 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 five (5) calendar days written notice to the other party should the other party fail substantially to perform in accordance with its material terms through no fault of the party initiating the termination. 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 of this Project Agreement and the provision of Section 6.2 shall apply.

6.2 **For Convenience.** This Project Agreement may be terminated by the VILLAGE for convenience upon fourteen (14) calendar days' written notice to the CONSULTANT. In the event of 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 for reimbursable expenses incurred prior to the date of termination. The CONSULTANT shall promptly submit its invoice for final payment and reimbursement and the invoice shall comply

with the provisions of Paragraph 5.1 of this Project Agreement. Under no circumstances shall the VILLAGE make any payment to the CONSULTANT for services which have not been performed.

6.3 **Assignment upon Termination.** Upon termination of this Project Agreement, a copy of all of the Consultant's work product 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, a copy of all work product in its possession, including but not limited to designs, specifications, drawings, studies, reports and all other documents and data in the possession of the CONSULTANT pertaining to this Project Agreement. Further, upon the VILLAGE'S request, the CONSULTANT shall 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 thirty (30) 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 for herein through no fault of the CONSULTANT, the VILLAGE shall pay to the CONSULTANT its reasonable costs, actually incurred and paid, of demobilization and remobilization, as full compensation for any such suspension.

## **SECTION 7. INCORPORATION OF TERMS AND CONDCTIONS OF CONTINUING SERVICE AGREEMENT**

7.1 This Project Agreement incorporates the terms and conditions set forth in the Continuing Services Agreement dated June 19, 2018, as amended between the parties as though fully set forth herein. In the event that any terms or conditions of this Project Agreement conflict with the Continuing Services Agreement, the provisions of this specific Project Agreement shall prevail and apply.

[THE REST OF THIS PAGE INTENTIONALLY LEFT BLANK.]

**ATTEST:**

**ISLAMORADA, VILLAGE OF ISLANDS**

\_\_\_\_\_  
Marne McGrath, Village Clerk

By: \_\_\_\_\_  
Robert Cole, Village Manager

Date: \_\_\_\_\_

Approved as to form and legality  
for the use and benefit of  
Islamorada, Village of Islands only:

\_\_\_\_\_  
John J. Quick, Interim Village Attorney

**ATTEST:**

**M. T. CAUSLEY, LLC**

\_\_\_\_\_  
Secretary

By: \_\_\_\_\_  
Matthew K. Causley, President

\_\_\_\_\_  
Please type name of Secretary

Date: \_\_\_\_\_

(CORPORATE SEAL)

**WITNESSES:**

\_\_\_\_\_  
Print Name: \_\_\_\_\_

\_\_\_\_\_  
Print Name: \_\_\_\_\_



September 18, 2024

Sheila Denoncourt  
Building Official  
Islamorada, Village of Islands  
86800 Overseas Highway  
Islamorada, FL 33036

Re: Revision to Rate Sheet

Dear Ms. Denoncourt,

M.T. Causley has enjoyed providing services to the Village based on the Non-Exclusive Continuing Services Agreement (Agreement). Pursuant to Section 21 of the Agreement, we hereby wish to communicate our intent to revise the current building department services hourly rates and include as-needed Code Enforcement and Planning Services pursuant to Exhibit A hereby incorporated. Please indicate your agreement to the foregoing terms by signing and dating this letter in the space indicated below. We look forward to a continued working relationship with the City.

Sincerely,

Matthew K. Causley  
President

Islamorada, Village of Islands agrees to revise the current rate effective October 1, 2024.

---

Print Name and Title

---

Signature

---

Date

EXHIBIT "A"  
To Project Agreement (WA #5) - as amended

**Time tracked will start when Consultant checks in at the Village at first inspection site.**

| Rates effective 10/01/2024 through 9/30/2025                                                                                    |                                                                        |                                                                        |
|---------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------|------------------------------------------------------------------------|
| SERVICE                                                                                                                         | STANDARD HOURLY RATE                                                   | BEYOND 5PM & SATURDAYS**                                               |
| Building Official                                                                                                               | \$ <u>136.00</u> per hour with a four (4) hour minimum                 | \$ <u>204.00</u> per hour with a four (4) hour minimum                 |
| Multi-certified Plans Examiner & Inspector<br>Excludes natural disaster events                                                  | \$ <u>96.30</u> per hour with a four (4) hour minimum                  | \$ <u>144.45</u> per hour with a four (4) hour minimum                 |
| Single trade Plans Examiner & Inspector<br>Excludes natural disaster events                                                     | \$ <u>96.30</u> per hour with a four (4) hour minimum                  | \$ <u>161.46</u> per hour with a four (4) hour minimum                 |
| Permit Processing Support Services<br>Excludes natural disaster events                                                          | \$ <u>51.00</u> per hour with a four (4) hour minimum                  | \$ <u>76.50</u> per hour with a four (4) hour minimum                  |
| Remote Structural Plan Review Services                                                                                          | \$ <u>190.55</u> per hour with no minimum                              | N/A                                                                    |
| <u>Code Supervisor</u>                                                                                                          | <u>\$139.00 per hour with a four (4) hour minimum</u>                  | <u>\$208.50 per hour with a four (4) hour minimum</u>                  |
| <u>Code Officer</u>                                                                                                             | <u>\$103.00 per hour with a four (4) hour minimum</u>                  | <u>\$154.50 per hour with a four (4) hour minimum</u>                  |
| <u>Code Clerk</u>                                                                                                               | <u>\$90.00 per hour with a four (4) hour minimum</u>                   | <u>\$135.00 per hour with a four (4) hour minimum</u>                  |
| <u>Planner</u>                                                                                                                  | <u>\$133.00 per hour with a four (4) hour minimum unless remote</u>    | <u>\$199.50 per hour with a four (4) hour minimum unless remote</u>    |
| <u>Principal Planner</u>                                                                                                        | <u>\$185.00 per hour with a four (4) hour minimum unless remote</u>    | <u>\$277.50 per hour with a four (4) hour minimum unless remote</u>    |
| <u>Planning Administrator</u>                                                                                                   | <u>\$191.00 per hour with a four (4) hour minimum unless remote</u>    | <u>\$286.50 per hour with a four (4) hour minimum unless remote</u>    |
| <u>Natural Disaster Events</u><br>Village will be provided with licensed, qualified staff to conduct damage assessment services | \$ <u>107.64</u> per hour with a four (4) hour minimum, plus expenses• | \$ <u>161.45</u> per hour with a four (4) hour minimum, plus expenses• |
| Additional Permit Processing Support Services                                                                                   | \$ <u>56.65</u> per hour with a four (4) hour minimum plus expenses•   | \$ <u>85.00</u> per hour with a four (4) hour minimum plus expenses•   |

- Expenses = lodging, travel and meals when additional staff is relocated to provide additional support
- Services requested for US Federal Recognized Holidays and Sundays will be provided at two (2) times the standard hourly rate.



# Council Communication

**To:** Mayor and Village Council  
**From:** Sheila Denoncourt, Chief Building Official  
**Date:** October 8, 2024  
**SUBJECT:** **Resolution Approving First Amendment to Cooperative Professional Services Agreement with All Aspects Inspection Services, LLC, for Building Support Services TAB 13**

## **Background:**

The Village has an existing Cooperative Professional Services Agreement with All Aspects Inspection Services, LLC. ("All Aspects"), for plans review and building permit inspection services to supplement the staffing needs of the Building Department. The services are in addition to those contracted from M.T. Causley, LLC., the firm that has provided plans review and building permit inspection services through a continuing Services Agreement since 2018. All Aspects, which is based in Key West, was brought on as an additional resource for plans review and building inspection services utilizing a piggyback to a Key West agreement with All Aspects that was procured through its municipal bidding process. The term of the Cooperative Professional Services Agreement is in effect until terminated by the Village or All Aspects upon thirty (30) days written notice.

## **Analysis:**

All Aspects has reliably and professionally provided building department support services through the Cooperative Professional Services Agreement. The proposed First Amendment to the Professional Services Agreement provided as Exhibit A to the proposed resolution, would increase the rate for inspections from Eighty Dollars (\$80.00) to Eighty-five Dollars (\$85.00).

## **Budget Impact:**

Payments to All Aspects Inspection Services, LLC, are reflected in the Professional Services account in the Building Fund with a primary revenue source of Building Permit Fees. The Fiscal Year 2024-2025 expenditures for All Aspects were approved through the adoption of Resolution 24-09-94 on September 10, 2024. Adoption of the proposed resolution approves the rate for inspection services.

## **Staff Impact:**

The Village's Chief Building Official would be responsible for scheduling inspectors each week and monitoring costs incurred against the total budget.

## **Recommendation:**

Staff recommends that the Village Council adopt the attached Resolution, thereby approving a First Amendment to the Agreement with All Aspects Inspection Services, LLC.



- Attachments:**
1. Reso\_All Aspects\_First Amendment
  2. Attachment A-Amendment-1-All Aspects

## **RESOLUTION NO. 24-**

**A RESOLUTION OF THE VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA, APPROVING A FIRST AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT BETWEEN ALL ASPECTS INSPECTION SERVICES, LLC, AND ISLAMORADA, VILLAGE OF ISLANDS, TO PROVIDE BUILDING PERMIT PLANS REVIEW AND INSPECTION SERVICES TO THE BUILDING SERVICES DEPARTMENT; APPROVING THE WAIVER OF COMPETITIVE BIDDING; AUTHORIZING THE VILLAGE MANAGER TO EXPEND BUDGETED FUNDS; AND PROVIDING FOR AN EFFECTIVE DATE**

**WHEREAS**, the Village's Building Services Department utilizes certain building permit plan review and inspection services (the "Services"); and

**WHEREAS**, pursuant to Section 2-328(2) of the Village's Code of Ordinances concerning waiver of competitive bidding, the requirements of Section 2-327 relating to competitive bidding requirements may be waived by use of an existing contract with another municipality ("piggyback") 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**, the Village utilized a piggyback to a City of Key West agreement with All Aspects Inspection Services, LLC. ("All Aspects") that was procured through its municipal bidding process through RFP No. 001-21 on November 21, 2020 and competitively awarded a contract to All Aspects Inspection Services, LLC, pursuant to that RFP; and

**WHEREAS**, the Village and All Aspects entered into a Cooperative Professional Services Agreement (the "Agreement") on May 4, 2023, to enable All Aspects to provide the Services to the Village; and

**WHEREAS**, the Village desires to continue the Services through the Agreement and enter into a First Amendment to increase the rate for inspections from Eighty Dollars (\$80.00) to Eighty-five Dollars (\$85.00); and

**WHEREAS**, the Village Council finds that approval of the First Amendment to the Agreement with All Aspects Inspection Services, LLC., attached hereto as Exhibit "A", and the 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 First Amendment.** The Village Council hereby approves the First Amendment to the Agreement with All Aspects.

**Section 3.**     **Execution of Agreement.** The Village Manager is authorized to execute the First Amendment with All Aspects on behalf of the Village, to execute any required documents to implement the terms and conditions of the First Amendment, attached hereto as Exhibit "A", and to execute any extension and/or amendments to the First Amendment, subject to approval as to form and legality by the Village Attorney

**Section 4.**     **Approval of Waiver of Competitive Bidding.** In accordance with Sections 2-328(1) and 2-328(2) of the Village Code, the Village Council hereby approves the waiver of competitive bidding to continue to utilize the services of All Aspects.

**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 for the Services.



**FIRST AMENDMENT TO  
COOPERATIVE PROFESSIONAL SERVICES AGREEMENT  
BETWEEN  
ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA  
AND  
ALL ASPECTS INSPECTION SERVICES, LLC**

**THIS FIRST AMENDMENT TO AGREEMENT** (this "First Amendment") is made effective as of the \_\_\_\_ day of \_\_\_\_\_ 2024 (the "Effective Date"), by and between **ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA**, a Florida municipal corporation, (the "Village") and **ALL ASPECTS INSPECTION SERVICES, LLC**, a Florida limited liability company (hereinafter, the "Contractor"). Collectively, the Village and the Contractor are referred to as "Parties."

WITNESSETH:

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

ARTICLE 1  
PREAMBLE

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

- 1.1 The VILLAGE requires the services of experienced independent CONTRACTORS, to provide certain Building Permit Plan Review and Inspection Services (the "Services").
- 1.2 The Village procured the Services of All Aspects Inspection Services, LLC ("All Aspects") through the use of contract between All Aspects and the City of Key West that was awarded by a competitive bidding process.
- 1.3 The Village entered into an Agreement with All Aspects on the 4<sup>th</sup> day of May 2023, attached hereto as Exhibit "1".
- 1.4 The Village desires to amend the Agreement to update the rate for inspection and to incorporate the required Affidavit Attesting to Noncoercive Conduct for Labor or Services.

**Section 1. Amendment to Agreement.** Article 5 of the Agreement is amended to read as follows:

\*\*\*

\*\*\* Inspections will be billed at ~~\$80.00~~ \$85.00 per inspection.

Hourly Rates Schedule: Plans Examiner Rate will be \$100.00 per hour.

\*\*\*

**Section 2. No Further Modifications.** All other terms and conditions of the existing Agreement not in conflict or superseded by this First Amendment shall remain in full force and effect as if set forth herein.

**Section 3. Effective Date.** This First Amendment shall be effective on the date first written above.

**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 Owner, duly authorized officer to execute same.

**[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK  
AFFIDAVIT AND SIGNATURE PAGE TO FOLLOW]**

### Affidavit Attesting to Noncoercive Conduct for Labor or Services

Nongovernment Entity name: \_\_\_\_\_ ("**Vendor**")

Vendor FEIN: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Phone number: \_\_\_\_\_ Email Address: \_\_\_\_\_

As a nongovernmental entity executing, renewing, or extending a contract with a government entity, **Vendor** is required to provide an affidavit under penalty of perjury attesting that **Vendor** does not use coercion for labor or services in accordance with Section 787.06, Florida Statutes.

As defined in Section 787.06(2)(a), coercion means:

1. Using or threatening to use physical force against any person;
2. Restraining, isolating, or confining or threatening to restrain, isolate, or confine any person without lawful authority and against her or his will;
3. Using lending or other credit methods to establish a debt by any person when labor or services are pledged as a security for the debt, if the value of the labor or services as reasonably assessed is not applied toward the liquidation of the debt, the length and nature of the labor or service are not respectively limited and defined;
4. Destroying, concealing, removing, confiscating, withholding, or possessing any actual or purported passport, visa, or other immigration document, or any other actual or purported government identification document, of any person;
5. Causing or threatening to cause financial harm to any person;
6. Enticing or luring any person by fraud or deceit; or
7. Providing a controlled substance as outlined in Schedule I or Schedule II of Section 893.03 to any person for the purpose of exploitation of that person.

As a person authorized to sign on behalf of **Vendor**, I certify that **Vendor** does not use coercion for labor or services in accordance with Section 787.06.

#### Written Declaration

**Under penalties of perjury, I declare that I have read the foregoing Affidavit and that the facts stated in it are true.**

By: \_\_\_\_\_

Authorized Signature

Print Name and Title: \_\_\_\_\_

Date: \_\_\_\_\_

**IN WITNESS WHEREOF**, the parties hereto have caused this Agreement to be executed the day and year as first stated above.

**ISLAMORADA, VILLAGE OF ISLANDS**

**CONTRACTOR**

By: \_\_\_\_\_  
Robert Cole  
Village Manager

Attest:

By: \_\_\_\_\_  
Marne McGrath  
Village Clerk

Approved as to form and legal sufficiency:

By: \_\_\_\_\_  
Weiss Serota Helfman Cole & Bierman, P.L.  
Village Attorney

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Entity: \_\_\_\_\_



**COOPERATIVE PROFESSIONAL SERVICES AGREEMENT**

**BETWEEN**

**ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA**

**AND**

**ALL ASPECTS INSPECTION SERVICES, LLC**

**THIS AGREEMENT** (this "Agreement") is made effective as of the 4<sup>th</sup> day of May, 2023 (the "Effective Date"), by and between **ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA**, a Florida municipal corporation, (the "Village") and **ALL ASPECTS INSPECTION SERVICES, LLC**, a Florida limited liability company (hereinafter, the "Contractor"). Collectively, the Village and the Contractor are referred to as "Parties."

**WHEREAS**, the Village desires certain Building Permit Plan Review and Inspection Services; and

**WHEREAS**, the City of Key West, Florida, issued RFP No. 001-21 on November 21, 2020, (the "Services") and competitively awarded a contract to Contractor pursuant to the RFP, which contract is attached hereto as Exhibit "A" (the "Key West Contract"); and

**WHEREAS**, the Parties wish to incorporate the terms and conditions of the Key West Contract in this Agreement, except as otherwise modified or amended herein; and

**NOW, THEREFORE**, in consideration of the mutual covenants and conditions contained herein, the Village and the Contractor agree as follows:

1. **Incorporation of Contract.** The terms and conditions of the Key West Contract attached hereto and made a part hereof as Exhibit "A" and is incorporated as though fully set forth herein. Except as otherwise specifically set forth or modified herein, all terms in the Key West Contract are hereby ratified and affirmed and shall remain unmodified and in full force and effect in accordance with its terms.
2. **Conflicts.** In the event of any conflict or ambiguity between the terms and provisions of this Agreement and the terms and provisions of the Key West Contract, the terms and provisions of this Agreement shall control.
3. **Defined Terms.** All initial capitalized terms used in this Agreement shall have the same meaning as set forth in the Key West Contract unless otherwise provided in this Agreement. All references to the City of Key West shall be replaced with Islamorada, Village of Islands where applicable, and all references to the City ETrakit system shall be replaced with Village CityView system.
4. **Counterparts.** This Agreement may be executed in several counterparts, each of which shall be deemed an original and such counterparts shall constitute one and the same instrument.

5. **Amending Page 8 of City of Key West Contract.** Page 8, under the heading "Rates" of the Key West Contract is hereby amended as follows:

2<sup>nd</sup> Paragraph: Inspections will be billed at \$80.00 per inspection.

Hourly Rates Schedule: Plans Examiner Rate will be \$100.00 per hour.

6. **Amending Page 9 of City of Key West Contract.** The language on Page 9 under the heading Term of the City of Key West Contract regarding the Term of the Agreement is hereby deleted in its entirety and replaced as follows:

**Term**

This Agreement shall commence on the date this instrument is fully executed by all parties and shall continue in full force and effect unless terminated by either party for cause, or terminated by either party for convenience, upon thirty (30) days written notice 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. 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.

7. **Additional Provisions.** In addition to the provisions set forth in the City of Key West Contract the following provisions shall apply:

7.1. **Public Entity Crimes Affidavit.** Contractor shall comply with Section 287.133, Florida Statutes (Public Entity Crimes Statute), notification of which is hereby incorporated herein by reference, including execution of any required affidavit.

7.2. **Scrutinized Companies.** Consultant 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 Agreement at its sole option if the Consultant or its subconsultants are found to have submitted a false certification; or if Consultant, 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.

7.3. **E-Verify Affidavit.** In accordance with Section 448.095, Florida Statutes, the Village requires all contractors doing business with the Village to register with and use the E-Verify system to verify the work authorization status of all newly hired employees. The Village will not enter into a contract unless each party to the contract registers with and uses the E-Verify system. The contracting entity must provide of its proof of enrollment in E-Verify. For instructions on how to provide proof of the contracting entity's participation/enrollment in E-Verify, please visit: <https://www.e-verify.gov/faq/how-do-i-provide-proof-of-my-participationenrollment-in-e-verify>. By entering into this

Agreement, the Contractor acknowledges that it has read Section 448.095, Florida Statutes; will comply with the E-Verify requirements imposed by Section 448.095, Florida Statutes, including but not limited to obtaining E-Verify affidavits from subcontractors; and has executed the required affidavit attached hereto and incorporated herein.

**7.4. Public Records.** Village is a public agency subject to Chapter 119, Florida Statutes. To the extent that Village is acting on behalf of Village pursuant to Section 119.0701, Florida Statutes, Village 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 Village upon termination of this Agreement and destroy any duplicate public records that are exempt or confidential and exempt. All records stored electronically must be provided to the Village.

**8. Notices/Authorized Representatives.** 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  
Attn: Ted Yates  
Islamorada, Village of Islands  
86800 Overseas Highway  
Islamorada, Florida 33036  
villagemanager@islamorada.fl.us

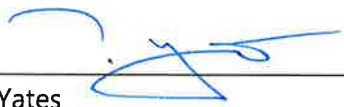
Copy To: Village Attorney  
Attn.: John J. Quick  
Islamorada, Village of Islands  
86800 Overseas Highway  
Islamorada, Florida 33036  
jquick@wsh-law.com

Contractor: All Aspects Inspection Services, LLC  
Attn: James C. Reynolds, Managing Partner  
24478 Overseas Highway  
Summerland Key, FL 33042

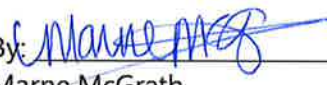
**[Remainder of page intentionally left blank. Signature pages follow.]**

**IN WITNESS WHEREOF**, the parties hereto have caused this Agreement to be executed the day and year as first stated above.

**ISLAMORADA, VILLAGE OF ISLANDS**

By:   
Ted Yates  
Village Manager

Attest:

By:   
Marne McGrath  
Village Clerk

Approved as to form and legal sufficiency:

By:   
Weiss Serota Helfman Cole & Bierman, P.L.  
Village Attorney

**CONTRACTOR**

By:   
Name: James C. Reynolds

Title: Managing Partner

Entity: All Aspects Inspection Services

### E-VERIFY AFFIDAVIT

In accordance with Section 448.095, Florida Statutes, the Village requires all contractors doing business with the Village to register with and use the E-Verify system to verify the work authorization status of all newly hired employees. The Village will not enter into a contract unless each party to the contract registers with and uses the E-Verify system.

**The contracting entity must provide proof of enrollment in E-Verify.** For instructions on how to provide proof of the contracting entity's participation/enrollment in E-Verify, please visit: <https://www.e-verify.gov/faq/how-do-i-provide-proof-of-my-participationenrollment-in-e-verify>

By signing below, the contracting entity acknowledges that it has read Section 448.095, Florida Statutes and will comply with the E-Verify requirements imposed by it, including but not limited to obtaining E-Verify affidavits from subcontractors.

☐ Check here to confirm proof of enrollment in E-Verify has been attached to this Affidavit.

In the presence of:

Signed, sealed and delivered by:

Witness #1 Print Name: Kyle Cabrera

Print Name: James C. Reynolds

Witness #2 Print Name: Mia Santos

Title: Managing Partner

Entity Name: All Aspects Inspection Services, Inc.

### ACKNOWLEDGMENT

State of Florida

County of Florida

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 7<sup>th</sup> day of April, 2023, by James C. Reynolds (name of person) as Managing Partner (type of authority) for Managing partner (name of party on behalf of whom instrument is executed).

☒ Personally known to me; or  
☐ Produced identification (Type of Identification: \_\_\_\_\_)  
☒ Did take an oath; or  
☐ Did not take an oath

Mia Santos MIA SANTOS  
Notary Public (Print, Stamp, or Type as Commissioned)  
NOTARY PUBLIC  
MY COMMISSION EXPIRES 4-17-2026  
STATE OF FLORIDA  
COMMISSION # 1423713

**EXHIBIT A**  
**COPY OF CITY OF KEY WEST CONTRACT**



# Council Communication

**To:** Mayor and Village Council  
**From:** Sheila Denoncourt, Chief Building Official  
**Date:** October 8, 2024  
**SUBJECT:** **Resolution Increasing Building Department Inspections Services from All Aspects Inspection Services, LLC for FY 23/24 TAB 14**

## **Background:**

At its regular meeting on June 28, 2023, the Village Council passed and adopted Resolution No. 23-09-108, thereby approving non-exclusive cooperative professional services agreements for general support services for the Building Services Department. Pursuant to Section 2-328(2) of the Village's Code of Ordinances concerning waiver of competitive bidding, the requirements of Section 2-327 relating to competitive bidding requirements may be waived by use of an existing contract with another municipality ("piggyback") when such contract was awarded a competitive bidding process and the contract extends the prices, terms and conditions for such goods or services to the state's municipalities. The termination of the agreement continues unless either party provides 30 days' written notice to terminate. In order to provide adequate services to the Village residents, additional support from All Aspects Inspection Services LLC is necessary. Funds are available in salaries to cover the additional costs should the increase exceed the budgeted amount for professional services.

## **Analysis:**

Resolution No. 23-09-108 provides for a maximum not to exceed amount of \$180,000 as compensation for the performance of services. Expenditures through August 29, 2024 total \$180,000. Compensation for the performance of services from August 30, 2024 through September 30, 2024, is not anticipated to exceed \$18,000.00. Adoption of the proposed Resolution would approve the increase to a maximum not to exceed cost for services from \$180,000.00 to \$198,000.00.

## **Budget Impact:**

## **Staff Impact:**

Payments to All Aspects would continue to be reflected in the Professional Services account in the Building Fund with a primary revenue source of Building Permit Fees. The FY 2023-2024 adopted budget for Professional Services in the Building Services Fund includes \$833,00.00. The Village's Chief Building Official would be responsible for scheduling All Aspects inspectors each week and monitoring costs incurred against the not-to-exceed limit.

## **Recommendation:**



Staff recommends that the Village Council adopt the attached Resolution, thereby approving an increase of \$18,000 to the existing not-to-exceed limit.

**Attachments:** 1. Reso\_All Aspects Purchase Increase\_

**RESOLUTION NO. 24-**

**A RESOLUTION OF THE VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA, RATIFYING INCREASING AUTHORIZED BUILDING DEPARTMENT INSPECTION SERVICES FROM ALL ASPECTS INSPECTION SERVICES, LLC THROUGH THE END OF FY 2023-2024; AUTHORIZING THE VILLAGE MANAGER TO EXPEND BUDGETED FUNDS; AND PROVIDING FOR AN EFFECTIVE DATE**

**WHEREAS**, the Village's Building Services Department desires certain building permit plan review and inspection services (the "Services"); and

**WHEREAS**, on September 28, 2023, the Village Council adopted Resolution 23-09-108 approving \$180,000.00 in professional services from All Aspects Inspection Services, LLC in FY 2023-2024 ; and

**WHEREAS**, the Village estimates it will need to expend an additional \$18,000.000 in professional services from All Aspects Inspection Services, LLC through the remainder of FY 2023-2024, which ends on September 30, 2024; and

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

**WHEREAS**, the Village Council of Islamorada, Village of Islands (the "Village Council") finds that approval of additional services from All Aspects Inspection Services, LLC in the amount of \$18,000.00 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 Eighteen Thousand Dollars and 00/100 (\$18,000.00) in services from All Aspects Inspection Services, LLC through September 30, 2024.

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

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

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

Motion to adopt by \_\_\_\_\_, second by \_\_\_\_\_.

**FINAL VOTE AT ADOPTION**

**VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS**

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

**PASSED AND ADOPTED ON THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2024.**

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JOSEPH B. PINDER, MAYOR

ATTEST:

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MARNE MCGRATH, VILLAGE CLERK

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

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JOHN J. QUICK, INTERIM VILLAGE ATTORNEY



# Council Communication

**To:** Mayor and Village Council  
**From:** Lisa Lynch, Finance Director  
**Date:** October 8, 2024  
**SUBJECT:** **Resolution Approving Auditing Services for Fiscal Year End September 30, 2024 TAB 15**

## **Background:**

At its regular meeting on March 2, 2023, the Village Council agreed to establish an Auditor Selection Committee for the purpose of assisting them in selecting an auditor to conduct the Village's annual financial audit beginning with the audit of fiscal year 2022-2023. The Village followed the procedures outlined in Section 218.391, Florida Statutes, for selection of an auditor to conduct the Village's annual financial audit as required by Chapter 218, Florida Statutes.

RFP 23-15 for Professional Auditing Services was published on September 21, 2023, and the deadline for proposals was October 16, 2023. In December 2023, the Village Council adopted Resolution No. 23-12-142, thereby approving the final ranking and recommendation of the Audit Committee for the selection of the Village's auditor for FY 2022-2023 with four (4) one-year renewal options.

The adoption of Resolution 23-12-142 also authorized the Village Manager to negotiate a contract for professional auditing services with the number one-ranked firm, Christopher, Smith, Leonard, and Stanell PA ("CS&L"). CS&L subsequently performed the audit for fiscal year ending September 30, 2023.

## **Analysis:**

The proposed resolution approves a first renewal of the Professional Auditing Services Engagement with CS&L, to provide professional auditing services to the Village for the fiscal year ending September 30, 2024. Exhibit A to the attached resolution is the engagement letter relating to the services.

## **Budget Impact:**

The proposed amount for the FY 2023-2024 Professional Auditing Services Engagement is \$55,600.00 for the financial statement and one Single Audit. A Single Audit is required when grant-related federal expenditures exceed \$750,000.00 in a single year. The fee for additional Federal and State Single Audits, if required, would be \$4,600.00. The Finance Department adopted budget for FY 24-25 includes \$65,000 in the Accounting & Auditing expenditures account in the Finance Department, which is part of the General Fund.

## **Staff Impact:**

The Finance Department will be responsible for coordinating the audit and providing responses to requests for information after an agreement has been finalized. Fieldwork for the FY 2023-2024 audit is expected to begin in December 2024.

**Recommendation:**

Staff recommends that the Village Council adopt the proposed resolution approving the engagement for professional auditing services with CCS&L for the Fiscal Year ending September 30, 2024.

- Attachments:**
1. Resolution for Auditor engagement FY end 9-30-2024
  2. Exhibit\_A\_2024 - Islamorada Audit Engagement Letter-with Attachments

**RESOLUTION NO. 24-**

**A RESOLUTION OF THE VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA; APPROVING THE ENGAGEMENT FOR PROFESSIONAL AUDITING SERVICES WITH CHRISTOPHER, SMITH, LEONARD, AND STANELL PA, FOR THE FISCAL YEAR ENDING SEPTEMBER 30, 2024; AUTHORIZING THE VILLAGE MANAGER TO EXECUTE THE ENGAGEMENT AGREEMENT; AUTHORIZING VILLAGE OFFICIALS TO IMPLEMENT THE TERMS AND CONDITIONS OF THE PROFESSIONAL AUDITING SERVICES ENGAGEMENT; AUTHORIZING THE EXPENDITURE OF BUDGETED FUNDS; AND PROVIDING FOR AN EFFECTIVE DATE**

**WHEREAS**, Section 218.391(2), Florida Statutes, requires the governing body of every municipality to establish an Audit Committee for the primary purpose of assisting the governing body in selecting an auditor to conduct the Village's annual financial audit required by Chapter 218, Florida Statutes; and

**WHEREAS**, on March 2, 2023, the Village adopted Resolution No. 23-04-44 establishing an Auditor Selection Committee (the "Committee") as authorized in Section 218.391, Florida Statutes; and

**WHEREAS**, RFP 23-15 for Professional Auditing Services was published on September 21, 2023, and the deadline for proposals was October 16, 2023; and

**WHEREAS**, the Village Council adopted Resolution No. 23-12-142, thereby affirming the Committee's ranking and recommendations and authorizing the Village Manager to negotiate a contract for professional auditing services with the highest-ranked firm, Christopher, Smith, Leonard, and Stanell PA ("CS&L"); and

**WHEREAS**, pursuant to the Engagement Agreement with CS&L adopted by Resolution No. 23-12-142 (the "Engagement Agreement"), the engagement may be renewed for four (4) additional one (1) year terms subject to the mutual agreement between the Village and Auditor of terms and conditions for each renewal term, and the Village Council approval for each renewal term; and

**WHEREAS**, the Village Council desires to approve the first renewal of the Professional Auditing Services Engagement with CS&L for professional auditing services for the Fiscal Year ending September 30, 2024, as set forth in Exhibit "A" attached hereto; and

**WHEREAS**, the Village Council finds that approval and execution of the Engagement Agreements is in the best interest of the Village.

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

**Section 1. Recitals.** The above recitals are true and correct and are incorporated herein by this reference.

**Section 2. Approval of Professional Auditing Services Engagements.** The Village Council hereby approves the Engagement Agreement between the Village and CS&L to provide professional auditing services for the Fiscal Year ending September 30, 2024, a copy of which is attached hereto as Exhibit "A" 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 Professional Auditing Services Engagement.** The Village Manager is authorized to execute the Professional Auditing Services Engagement Agreements on



behalf of the Village, to execute any required agreements and/or documents to implement the terms and conditions of the Professional Auditing Services Engagements and to execute any extensions and/or amendments to the Engagement Agreements, subject to 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 Engagement Agreements.

**Section 5. Authorization of Fund Expenditure.** Notwithstanding the limitations imposed upon the Village Manager pursuant to the Village's Purchasing regulations as codified in the Village Code, the Village Manager is authorized to expend budgeted funds to implement the terms and conditions of the Professional Auditing Services Engagements.

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

Motion to adopt by \_\_\_\_\_, second by \_\_\_\_\_.

#### **FINAL VOTE AT ADOPTION**

#### **VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS**

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

**PASSED AND ADOPTED ON THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2024.**

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JOSEPH B. PINDER III, MAYOR

ATTEST:

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MARNE MCGRATH, VILLAGE CLERK

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

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JOHN J. QUICK, INTERIM VILLAGE ATTORNEY

July 31, 2024

**Exhibit "A"**

Islamorada, Village of Islands  
86800 Overseas Highway  
Islamorada, Florida 33036

We are pleased to confirm our understanding of the services we are to provide Islamorada, Village of Islands, Florida (the "Village") for the year ended September 30, 2024.

### **Audit Scope and Objectives**

We will audit the financial statements of the governmental activities, business type activities, each major fund, and the aggregate remaining fund information, including the disclosures, which collectively comprise the basic financial statements of the Village as of and for the year ended September 30, 2024. Accounting standards generally accepted in the United States of America (GAAP) provide for certain required supplementary information (RSI), such as management's discussion and analysis (MD&A), to supplement the Village's basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to the Village's RSI in accordance with auditing standards generally accepted in the United States of America (GAAS). These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient appropriate evidence to express an opinion or provide any assurance. The following RSI is required by GAAP and will be subjected to certain limited procedures, but will not be audited:

1. Management's Discussion and Analysis
2. Schedule of Revenues, Expenditures and Changes in Fund Balances - Budget to Actual - General Fund
3. Schedule of the Village's Proportionate Share of the Net Pension Liability – FRS
4. Schedule of Contributions - FRS
5. Schedule of the Village's Proportionate Share of the Net Pension Liability – HIS
6. Schedule of Contributions – HIS
7. Notes to Required Supplementary Information – FRS/HIS
8. Schedule of Changes in the Village's Total OPEB Liability and Related Ratios

We have also been engaged to report on supplementary information other than RSI that accompanies the Village's financial statements. We will subject the following supplementary

information to the auditing procedures applied in our audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with GAAS, and we will provide an opinion on it in relation to the financial statements as a whole, in a report combined with our auditor's report on the financial statements:

1. Schedule of Expenditures of Federal Awards
2. Notes to Schedule of Expenditures of Federal Awards
3. Combining Balance Sheet – Nonmajor Governmental Funds
4. Combining Statement of Revenues, Expenditures and Changes in Fund Balances – Nonmajor Governmental Funds
5. Schedule of Revenues, Expenditures and Changes in Fund Balances – Budget and Actual
  - a. Solid Waste Fund
  - b. Transportation Fund
  - c. Affordable Housing Fund
  - d. Building Fund
  - e. Debt Service Fund
  - f. Capital Projects Fund

The objectives of our audit are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and issue an auditor's report that includes our opinions about whether your financial statements are fairly presented, in all material respects, in conformity with GAAP, and report on the fairness of the supplementary information referred to in the second paragraph when considered in relation to the financial statements as a whole. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS and *Government Auditing Standards* will always detect a material misstatement when it exists. Misstatements, including omissions, can arise from fraud or error and are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment of a reasonable user made based on the financial statements. The objectives also includes reporting on:

- Internal control over financial reporting and compliance with provisions of laws, regulations, contracts, and award agreements, noncompliance with which could have a material effect on the financial statements in accordance with *Government Auditing Standards*.
- Internal control over compliance related to major programs/state projects and an opinion (or disclaimer of opinion) on compliance with federal statutes, regulations, and the terms and conditions of federal awards that could have a direct and material effect on each major program in accordance with the Single Audit Act Amendments of 1996 and Title 2 U.S. *Code of Federal Regulations* (CFR) Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance).

## **Auditor's Responsibilities for the Audit of the Financial Statements and Single Audit**

We will conduct our audit in accordance with GAAS; the standards for financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; the Single Audit Act Amendments of 1996; and the provisions of the Uniform Guidance, and will include tests of accounting records, a determination of major program(s) in accordance with Uniform Guidance, and other procedures we consider necessary to enable us to express such opinions. As part of an audit in accordance with GAAS and *Government Auditing Standards*, we exercise professional judgment and maintain professional skepticism throughout the audit.

We will evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management. We will also evaluate the overall presentation of the financial statements, including the disclosures, and determine whether the financial statements represent the underlying transactions and events in a manner that achieves fair presentation. We will plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the government or to acts by management or employees acting on behalf of the government. Because the determination of waste and abuse is subjective, *Government Auditing Standards* do not expect auditors to perform specific procedures to detect waste or abuse in financial audits nor do they expect auditors to provide reasonable assurance of detecting waste or abuse.

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, there is an unavoidable risk that some material misstatements or noncompliance may not be detected by us, even though the audit is properly planned and performed in accordance with GAAS and *Government Auditing Standards*. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements or major programs/state projects. However, we will inform the appropriate level of management of any material errors, any fraudulent financial reporting, or misappropriation of assets that come to our attention. We will also inform the appropriate level of management of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential. We will include such matters in the reports required for a Single Audit. Our responsibility as auditors is limited to the period covered by our audit and does not extend to any later periods for which we are not engaged as auditors.

We will also conclude, based on the audit evidence obtained, whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the government's ability to continue as a going concern for a reasonable period of time.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, and direct confirmation of receivables and certain assets and liabilities by correspondence with selected individuals, funding sources, creditors, and financial institutions. We may also request written representations from your attorneys as part of the engagement.

Our audit of financial statements does not relieve you of your responsibilities.

### **Audit Procedures – Internal Control**

We will obtain an understanding of the Village and its environment, including the system of internal control, sufficient to identify and assess the risks of material misstatement of the financial statements, whether due to error or fraud, and to design and perform audit procedures responsive to those risks and obtain evidence that is sufficient and appropriate to provide a basis for our opinions. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentation, or the override of internal control. Tests of controls may be performed to test the effectiveness of certain controls that we consider relevant to preventing and detecting errors and fraud that are material to the financial statements and to preventing and detecting misstatements resulting from illegal acts and other noncompliance matters that have a direct and material effect on the financial statements. Our tests, if performed, will be less in scope than would be necessary to render an opinion on internal control and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to *Government Auditing Standards*.

As required by the Uniform Guidance, we will perform tests of controls over compliance to evaluate the effectiveness of the design and operation of controls that we consider relevant to preventing or detecting material noncompliance with compliance requirements applicable to each major federal award program. However, our tests will be less in scope than would be necessary to render an opinion on those controls and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to the Uniform Guidance.

An audit is not designed to provide assurance on internal control or to identify significant deficiencies or material weaknesses. Accordingly, we will express no such opinion. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards, *Government Auditing Standards* and the Uniform Guidance.

### **Audit Procedures – Compliance**

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of the Village's compliance with provisions of applicable laws, regulations, contracts, and agreements, including grant agreements. However, the objective of those procedures will not be to provide an opinion on overall compliance, and we will not express such an opinion in our report on compliance issued pursuant to *Government Auditing Standards*.

The Uniform Guidance requires that we also plan and perform the audit to obtain reasonable assurance about whether the auditee has complied with federal statutes, regulations, and the terms and conditions of federal awards applicable to major programs. Our procedures will consist of tests of transactions and other applicable procedures described in the *OMB Compliance Supplement* for the types of compliance requirements that could have a direct and material effect on each of the Village's major programs. For federal programs that are included in the Compliance

Supplement, our compliance and internal control procedures will relate to the compliance requirements that the Compliance Supplement identifies as being subject to audit. The purpose of these procedures will be to express an opinion on the Village's compliance with requirements applicable to each of its major programs in our report on compliance issued pursuant to the Uniform Guidance.

### **Compliance with Florida Statutes**

We will examine the Village's compliance with Florida Statutes Section 218.415 for investments for the year ended September 30, 2024. The objectives of our examination are to (1) obtain reasonable assurance about whether the Village has complied with the referenced Florida Statute; and (2) to express an opinion on that compliance in accordance with Florida Statutes.

Our examination will be conducted in accordance with attestation standards established by the American Institute of Certified Public Accountants. Accordingly, it will include examining, on a test basis, your records and other procedures to obtain evidence necessary to enable us to express our opinion. We will issue a written report upon completion of our examination. Our report will be addressed to Village Council and the Village Manager.

Because of the inherent limitations of an examination engagement, together with the inherent limitations of internal control, an unavoidable risk exists that some noncompliance may not be detected, even though the examination is properly planned and performed in accordance with the attestation standards.

You understand that the report is intended solely for the information and use of the Legislative Auditing Committee, members of the Florida Senate and the Florida House of Representatives, the Florida Auditor General, federal and other granting agencies, the Mayor and Members of the Village Council, and applicable management and is not intended to be and should not be used by anyone other than those specified parties.

We will plan and perform the examination to obtain reasonable assurance about whether the Village complied with Florida Statute as referenced above, based on the State of Florida Auditor General's *Compliance Supplement for Local Governmental Entity Audits*. Our engagement will not include a detailed inspection of every transaction and cannot be relied on to disclose all material errors, or known and suspected fraud or noncompliance with laws or regulations, or internal control deficiencies, that may exist. However, we will inform you of any known and suspected fraud and noncompliance with laws or regulations, internal control deficiencies identified during the engagement, and uncorrected misstatements that come to our attention unless clearly trivial.

We understand that you will provide us with the information required for our examination and that you are responsible for the accuracy and completeness of that information. We may advise you about appropriate criteria, but the responsibility for the subject matter remains with you.

You are responsible for the Village's compliance with Florida Statute as referenced above; and for selecting the criteria and determining that such criteria are appropriate for your purposes. You are responsible for, and agree to provide us with, a written assertion about whether the Village

complied with Florida Statute as referenced above. Failure to provide such an assertion will result in our withdrawal from the engagement. You are also responsible for providing us with (1) access to all information of which you are aware that is relevant to the measurement, evaluation, or disclosure of the subject matter; (2) additional information that we may request for the purpose of the examination; and (3) unrestricted access to persons within the entity from whom we determine it necessary to obtain evidence.

## **Responsibilities of Management for the Financial Statements and Single Audit**

Our audit will be conducted on the basis that you acknowledge and understand your responsibility for (1) designing, implementing, establishing, and maintaining effective internal controls relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error, including internal controls over federal awards and state financial assistance (as applicable), and for evaluating and monitoring ongoing activities to help ensure that appropriate goals and objectives are met; (2) following laws and regulations; (3) ensuring that there is reasonable assurance that government programs are administered in compliance with compliance requirements; and (4) ensuring that management and financial information is reliable and properly reported. Management is also responsible for implementing systems designed to achieve compliance with applicable laws, regulations, contracts, and grant agreements. You are also responsible for the selection and application of accounting principles; for the preparation and fair presentation of the financial statements, schedule of expenditures of federal awards, and all accompanying information in conformity with accounting principles generally accepted in the United States of America; and for compliance with applicable laws and regulations (including federal and state statutes), rules, and the provisions of contracts and grant agreements (including award agreements). Your responsibilities also include identifying significant contractor relationships in which the contractor has responsibility for program compliance and for the accuracy and completeness of that information.

You are also responsible for making drafts of financial statements, schedule of expenditures of federal awards, all financial records, and related information available to us; for the accuracy and completeness of that information (including information from outside of the general and subsidiary ledgers); and for the evaluation of whether there are any conditions or events, considered in the aggregate, that raise substantial doubt about the government's ability to continue as a going concern for the 12 months after the financial statements date or shortly thereafter (for example, within an additional three months if currently known). You are also responsible for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, such as records, documentation, identification of all related parties and all related-party relationships and transactions, and other matters; (2) access to personnel, accounts, books, records, supporting documentation, and other information as needed to perform an audit under the Uniform Guidance; (3) additional information that we may request for the purpose of the audit; and (4) unrestricted access to persons within the Village from whom we determine it necessary to obtain audit evidence. At the conclusion of our audit, we will require certain written representations from you about the financial statements; schedule of expenditures of federal awards; federal award programs; compliance with laws, regulations, contracts, and grant agreements; and related matters.



Your responsibilities include adjusting the financial statements to correct material misstatements and confirming to us in the management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements of each opinion unit as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the government involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the government received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for identifying and ensuring that the government complies with applicable laws, regulations, contracts, agreements, and grants. You are also responsible for taking timely and appropriate steps to remedy fraud and noncompliance with provisions of laws, regulations, contracts, and grant agreements that we report. Additionally, as required by the Uniform Guidance, it is management's responsibility to evaluate and monitor noncompliance with federal statutes, regulations, and the terms and conditions of federal awards projects; take prompt action when instances of noncompliance are identified including noncompliance identified in audit findings; promptly follow up and take corrective action on reported audit findings; and prepare a summary schedule of prior audit findings and a separate corrective action plan. The summary schedule of prior audit findings (as applicable) should be available for our review on the scheduled first day of fieldwork.

You are responsible for identifying all federal awards received and understanding and complying with the compliance requirements and for the preparation of the schedule of expenditures of federal awards (including notes and noncash assistance received, and COVID-19-related concepts, such as lost revenues, if applicable) in conformity with the Uniform Guidance. You agree to include our report on the schedule of expenditures of federal awards (as applicable) in any document that contains, and indicates that we have reported on, the schedule of expenditures of federal awards. You also agree to include the audited financial statements with any presentation of the schedule of expenditures of federal awards that includes our report thereon OR make the audited financial statements readily available to intended users of the schedule of expenditures of federal awards no later than the date the schedule of expenditures of federal awards is issued with our report thereon. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the schedule of expenditures of federal awards in accordance with the Uniform Guidance; (2) you believe the schedule of expenditures of federal awards, including its form and content, is stated fairly in accordance with the Uniform Guidance; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the schedule of expenditures of federal awards.

You are also responsible for the preparation of the other supplementary information, which we have been engaged to report on, in conformity with U.S. generally accepted accounting principles (GAAP). You agree to include our report on the supplementary information in any document that

contains, and indicates that we have reported on, the supplementary information. You also agree to include the audited financial statements with any presentation of the supplementary information that includes our report thereon OR make the audited financial statements readily available to users of the supplementary information no later than the date the supplementary information is issued with our report thereon. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the supplementary information in accordance with GAAP; (2) you believe the supplementary information, including its form and content, is fairly presented in accordance with GAAP; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the supplementary information.

Management is responsible for establishing and maintaining a process for tracking the status of audit findings and recommendations. Management is also responsible for identifying and providing report copies of previous financial audits, attestation engagement, performance audits, or other studies related to the objectives discussed in the Audit Scope and Objectives section of this letter. This responsibility includes relaying to us corrective actions taken to address significant findings and recommendations resulting from those audits, attestation engagements, performance audits, or studies. You are also responsible for providing management's views on our current findings, conclusions, and recommendations, as well as your planned corrective actions, for the report, and for the timing and format for providing that information.

### **Other Services**

We will also assist in preparing the financial statements, schedule of expenditures of federal awards, and the related notes of the Village in conformity with accounting principles generally accepted in the United States of America and the Uniform Guidance based on information provided by you. We will also assist determining assets and liabilities under GASB Statement No. 87, *Leases* and GASB Statement No. 96, *Subscription-Based Information Technology Arrangements* as applicable and if requested by management to do such based on information provided by you. These non-audit services do not constitute an audit under *Government Auditing Standards* and such services will not be conducted in accordance with *Government Auditing Standards*. We will perform the services in accordance with applicable professional standards. The other services are limited to the financial statements, schedule of expenditures of federal awards and the related notes of the Village. We, in our sole professional judgment, reserve the right to refuse to perform any procedure or take any action that could be construed as assuming management responsibilities.

You agree to assume all management responsibilities for the non-audit services noted above, and any other non-audit services we provide. You will be required to acknowledge in the management representation letter our assistance with the non-audit services noted above, and that you have reviewed and approved the non-audit services, and have accepted responsibility for them. Further, you agree to oversee the non-audit services by designating an individual, preferably from senior management, with suitable skill, knowledge, or experience; evaluate the adequacy and results of those services; and accept responsibility for them.

## **Engagement Administration, Fees, and Other**

We understand that your employees will prepare all cash, accounts receivable, or other confirmations we request and will locate any documents selected by us for testing.

At the conclusion of the engagement, we will complete the appropriate sections of the Data Collection Form that summarizes our audit findings. It is management's responsibility to electronically submit the reporting package (including financial statements, schedule of expenditures of federal awards, summary schedule of prior audit findings, auditor's reports, and corrective action plan) along with the Data Collection Form to the federal audit clearinghouse. We will coordinate with you the electronic submission and certification. The Data Collection Form and the reporting package must be submitted within the earlier of 30 calendar days after receipt of the auditor's reports or nine months after the end of the audit period.

We will provide copies of our reports to the Village; however, management is responsible for distribution of the reports and the financial statements. Unless restricted by law or regulation, or containing privileged and confidential information, copies of our reports are to be made available for public inspection.

The audit documentation for this engagement is the property of Christopher, Smith, Leonard & Stanell, P.A. and constitutes confidential information. However, subject to applicable laws and regulations, audit documentation and appropriate individuals will be made available upon request and in a timely manner to the cognizant granting agency or a designee, a federal agency providing direct or indirect funding, or the U.S. Government Accountability Office for purposes of a quality review of the audit, to resolve audit findings, or to carry out oversight responsibilities. We will notify you of any such request. If requested, access to such audit documentation will be provided under the supervision of Christopher, Smith, Leonard & Stanell, P.A. personnel. Furthermore, upon request, we may provide copies of selected audit documentation to the aforementioned parties. These parties may intend, or decide, to distribute the copies of information contained therein to others, including other governmental agencies.

The audit documentation for this engagement will be retained for a minimum of five years after the report release date or for any additional period requested by the grantor agencies. If we are aware that a federal or state awarding agency, pass-through entity, or auditee is contesting an audit finding, we will contact the party(ies) contesting the audit finding for guidance prior to destroying the audit documentation.

Jeff Gerhard is the engagement principal and is responsible for supervising the engagement and signing the reports or authorizing another individual to sign them.

Our fees for these services will be at our standard hourly rates plus out-of-pocket costs (such as report reproduction, word processing, postage, travel, copies, telephone, etc.) except that we agree that our gross fee, including expenses, will not exceed \$51,000 for the audit, as well as \$4,600 for a Single Audit pursuant to Uniform Guidance. The fee estimate is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the audit. If significant additional time is necessary, we will discuss it with you in advance.

and arrive at a new fee estimate before we incur the additional costs. If the Village requests our assistance with additional services, fees for those services will be agreed upon in advance prior to commencing those additional services. Our invoices for these fees will be rendered monthly as work progresses and are payable on presentation. This contract can be renewed for future fiscal periods after agreement by both parties as to the terms.

**Services rendered to assist you with GASB No. 87 *Leases* or GASB No. 96, *Subscription-Based Information Technology Arrangements* (as applicable) or other services performed outside of the scope of the audit will be billed separately at our standard hourly rates. Additionally, each lease or subscription-based information technology arrangement will be entered into LeaseCrunch. For each agreement inputted into LeaseCrunch, a separate fee of \$100 per lease will be charged to the Village.**

## **Reporting**

We will issue written reports upon completion of our audit of the Village's financial statements and our Single Audit. Our reports will be addressed to the Village Council and the Village Manager of Islamorada, Village of Islands, Florida. Circumstances may arise in which our report may differ from its expected form and content based on the results of our audit. Depending on the nature of these circumstances, it may be necessary for us to modify our opinions, add a separate section, or add an emphasis-of-matter or other-matter paragraph to our auditor's report, or if necessary, withdraw from this engagement. If our opinions are other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or issue reports, or we may withdraw from this engagement.

The *Government Auditing Standards* report on internal control over financial reporting and on compliance and other matters will state that (1) the purpose of the report is solely to describe the scope of testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control or on compliance, and (2) the report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. The Uniform Guidance report on internal control over compliance will state that the purpose of the report on internal control over compliance is solely to describe the scope of testing of internal control over compliance and the results of that testing based on the requirements of the Uniform Guidance. Both reports will state that the report is not suitable for any other purpose.

We appreciate the opportunity to be of service to Islamorada, Village of Islands, Florida and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign the enclosed copy and return it to us.

Sincerely,

*Christopher, Smith,  
Leonard & Stanell, P.A.*

**CHRISTOPHER, SMITH,  
LEONARD & STANEL, P.A.**

**RESPONSE:**

This letter correctly sets forth the understanding of Islamorada, Village of Islands, Florida.

Governance:

By: \_\_\_\_\_

Title: Mayor

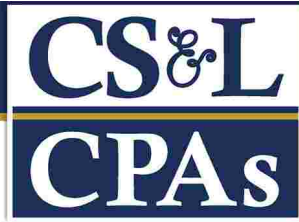
Date: \_\_\_\_\_

Management:

By: \_\_\_\_\_

Title: Village Manager

Date: \_\_\_\_\_



## TRANSMITTAL LETTER

October 16, 2023

Islamorada, Village Of Islands, Florida  
86800 Overseas Highway  
Islamorada, FL 33036

Audit Committee Members,

We are pleased to present you with this statement of qualifications to provide financial auditing services for Islamorada, Village of Islands, Florida ("the Village"). We understand the services required include an audit of the financial statements for the year ending September 30, 2023 with the option to renew for each of the four (4) subsequent fiscal years as outlined in the Village's Request for Proposal # 23-15. The audit will be conducted pursuant to *Government Auditing Standards*, Florida Statutes, and include Single Audits, as applicable. Upon selection of our Firm, we are committed to performing the services, requirements and time commitment as noted in this proposal.

We are confident that CS&L CPAs has the experience and the capacity to provide all services requested within the specific time frame. Most importantly, as you review our proposal, we believe you will see our ability to be a complete solution for your needs. Having decades of experience auditing municipalities in the State of Florida, we understand the challenges and needs of the Village. We are dedicated to understanding your unique situation and providing exceptional solutions with the highest level of personal service and technical expertise.

Thank you for the opportunity to submit this statement of qualifications. The accompanying proposal is a firm and irrevocable offer for 90 days. We are available to meet with you and the Village's representatives to further discuss this information at your request.

Sincerely,

A handwritten signature in blue ink, reading "Jeff Gerhard".

**JEFF GERHARD, CPA, CFE**

Principal, CS&L CPAs  
[JGerhard@cslcpa.com](mailto:JGerhard@cslcpa.com)

Jeff Gerhard declares that CS&L CPAs is the only party interested in the project as named therein; the proposal is made without collusion with any other person(s), company(ies), or party(ies) that submitted a proposal; that the proposal was prepared in good faith, without collusion or fraud; and that the signer of the proposal has full authority to bind the principals.



# Council Communication

**To:** Mayor and Village Council  
**From:** Lisa Lynch, Finance Director  
**Date:** October 8, 2024  
**SUBJECT:** Resolution Approving Second Budget Amendment FY23-24 TAB 16

## **Background:**

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

On March 12, 2024, the Village Council adopted Resolution 03-24-24 approving a first FY 2023-2024 budget amendment. The attached Resolution serves to memorialize Village Council approval for a second amendment to the FY 2023-2024 budget to reflect changes in the budget by line item based on activity in the fiscal year through June 30, 2024.

## **Analysis:**

The Exhibit A column titled "FY 23-24 Budget Amendment – Requested" provides the line item changes to the budget requested to cover budget overages that have been incurred through June 30, 2024.

## **General Fund**

Budget overages in General Fund expenditure accounts by June 30, 2024, are minimal. Most overages can be covered by transfers from other accounts in the same department. The highlights for the amendment are the Village received additional funds for ad valorem taxes totaling \$104,917, funds from both Hurricane IRMA and the SAFER Grant totaling \$215,969, as well as interest from our operating account at Centennial Bank and our FL Class investments of \$486,000.

## **Impact Fee Fund**

The budget amendment to the Impact Fee Fund is needed to reflect revenue received that was not budgeted for in FY 2023-2024 from additional impact fees for Fire Rescue, Transportation, and Interest totaling \$82,844.

## **Affordable Housing Fund**

The budget amendment to the Affordable Housing Fund is needed to reflect revenue received that was not budgeted for in FY 2023-2024 from both additional impact fees and interest

totaling \$50,020.

### **Building Fund**

The budget amendment to the Building Fund is needed to reflect revenue received that was not budgeted for in FY 2023-2024 in the total amount of \$31,472.

### **Capital Project Fund**

The Capital Project Fund is being amended to reflect revenue received that was not budgeted for in FY2023-2024 interest in the total amount of \$216,916.

### **Wastewater Enterprise Fund**

In the Wastewater Fund, the Village has received additional revenues not included in the FY 2023-2024 budget in the total amount of \$288,453. Budget overages in Wastewater Fund expenditure accounts can be covered by transfers from other accounts in the same department.

### **Stormwater Fund**

In the Stormwater Fund, the Village has received additional revenues not included in the FY 2023-2024 budget in the total amount of \$32,683.00.

### **Budget Impact:**

The budget impact by fund is presented in the “Requested Amendment” column of each funds’ budget amendment schedule.

### **Staff Impact:**

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

### **Recommendation:**

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

- Attachments:**
1. Reso\_FY23-24 Bgt Amend 63024\_80724 RVCM
  2. Exhibit - Budget Amendment #2 10.08.2024 RVCM



**RESOLUTION NO. 24-**

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

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

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

**WHEREAS**, on March 12, 2024, the Village Council adopted Resolution 24-03-24 approving a first FY 2023-2024 budget amendment; and

**WHEREAS**, the Village Council finds it necessary to further amend the FY 2023-2024 budget to reflect such amendments as requested by the Village Manager.

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

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

**Section 2.**     **Budget Amendment.** In accordance with Section (6)(3) of the Village Charter and Section 6 of Resolution No. 23-09-102, the Village Council hereby approves the amendment to the Budget adopted as Exhibit 'A' of Resolution No. 23-09-102, as previously amended by Resolution No. 24-03-24, for Fiscal Year 2023-2024 as shown on Exhibit 'A' attached hereto.

**Section 3.**     **Effective Date.** This Resolution shall become effective immediately upon its adoption and shall be reflected in the FY 2023-2024 budget as of June 30, 2024.

**PASSED AND ADOPTED this \_\_\_\_\_ day of \_\_\_\_\_ 2024.**

Motion to adopt by \_\_\_\_\_ Seconded by \_\_\_\_\_.

FINAL VOTE AT ADOPTION  
VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS

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

\_\_\_\_\_  
JOSEPH B. PINDER III, MAYOR

ATTEST:

\_\_\_\_\_  
MARNE MCGRATH, VILLAGE CLERK

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

\_\_\_\_\_  
JOHN J. QUICK, VILLAGE ATTORNEY

Islamorada, Village of Islands  
FY 23-24 Budget Amendment  
June 30, 2024

EXHIBIT A

Fund: 001 - General Fund

| BUDGET                     |                                 |                                             |                                     | FY 23-24 ACTUALS<br>(Unaudited) | FINAL BUDGET v<br>ACTUALS VARIANCE | Actual as % of Budget |
|----------------------------|---------------------------------|---------------------------------------------|-------------------------------------|---------------------------------|------------------------------------|-----------------------|
| FY 23-24 Adopted<br>Budget | FY 23-24 Approved<br>Amendments | FY 23-24 Budget<br>Amendment -<br>Requested | Proposed FY 23-24<br>Amended Budget |                                 |                                    |                       |
|                            |                                 |                                             |                                     | as of 6/30/2024                 | Favorable / (Unfavorable)          | Benchmark =<br>75%    |

Fund Balance - Beginning, 10/1/2023 (audited)

|             |                                             |                      |   |   |                      |                      |  |  |
|-------------|---------------------------------------------|----------------------|---|---|----------------------|----------------------|--|--|
| 001-280-000 | Fund Bal - Nonspendable                     | 262,600.00           | - | - | 262,600.00           | 262,599.53           |  |  |
| 001-281-001 | Fund Bal - Restricted - MCSO Training       | 67,500.00            | - | - | 67,500.00            | 70,393.95            |  |  |
| 001-282-002 | Fund Bal - Committed - Landscape Mitigation | 830,400.00           | - | - | 830,400.00           | 758,674.57           |  |  |
| 001-283-002 | Fund Bal - Assigned - Hurricane Response    | 7,382,100.00         | - | - | 7,382,100.00         | 7,174,560.18         |  |  |
| 001-284-000 | Fund Bal - Unassigned                       | 6,062,200.00         | - | - | 6,062,200.00         | 5,738,264.41         |  |  |
|             |                                             | <b>14,604,800.00</b> | - | - | <b>14,604,800.00</b> | <b>14,004,492.64</b> |  |  |

Revenues

Taxes

|             |                            |               |   |            |               |               |              |         |
|-------------|----------------------------|---------------|---|------------|---------------|---------------|--------------|---------|
| 001-311-000 | Ad Valorem Taxes           | 15,701,300.00 | - | 104,917.00 | 15,806,217.00 | 15,806,217.57 | 0.57         | 100.00% |
| 001-315-000 | Communication Services Tax | 450,000.00    | - | -          | 450,000.00    | 265,103.46    | (184,896.54) | 58.91%  |
|             |                            | 16,151,300.00 | - | 104,917.00 | 16,256,217.00 | 16,071,321.03 | (184,895.97) | 98.86%  |

Licenses & Permits

|             |                                      |              |   |          |              |            |              |         |
|-------------|--------------------------------------|--------------|---|----------|--------------|------------|--------------|---------|
| 001-323-700 | Franchise Fee - Solid Waste          | 800,000.00   | - | -        | 800,000.00   | 336,896.06 | (463,103.94) | 42.11%  |
| 001-329-000 | Other Permits, Fees & Special Assmts | 2,500.00     | - | -        | 2,500.00     | 1,750.00   | (750.00)     | 70.00%  |
| 001-329-001 | Vacation Rental Permit Fee           | 375,000.00   | - | -        | 375,000.00   | 313,362.50 | (61,637.50)  | 83.56%  |
| 001-329-005 | BPAS Application Fee                 | 10,000.00    | - | -        | 10,000.00    | 600.00     | (9,400.00)   | 6.00%   |
| 001-329-006 | A-Frame Sign Registration Fee        | -            | - | 2,050.00 | 2,050.00     | 2,050.00   | -            | 100.00% |
| 001-329-007 | In Lieu of Landscape Mitigation Fee  | 100,000.00   | - | 3,065.00 | 103,065.00   | 103,064.56 | (0.44)       | 100.00% |
| 001-329-009 | Foreclosure Registration Fee         | 2,500.00     | - | -        | 2,500.00     | 500.00     | (2,000.00)   | 20.00%  |
|             |                                      | 1,290,000.00 | - | 5,115.00 | 1,295,115.00 | 758,223.12 | (536,891.88) | 58.54%  |

Islamorada, Village of Islands  
FY 23-24 Budget Amendment  
June 30, 2024

EXHIBIT A

| Fund: 001 - General Fund       |                                              | BUDGET                     |                                 |                                             |                                     | FY 23-24 ACTUALS<br>(Unaudited) | FINAL BUDGET v<br>ACTUALS VARIANCE | Actual as % of Budget<br><br>Benchmark =<br>75% |
|--------------------------------|----------------------------------------------|----------------------------|---------------------------------|---------------------------------------------|-------------------------------------|---------------------------------|------------------------------------|-------------------------------------------------|
|                                |                                              | FY 23-24 Adopted<br>Budget | FY 23-24 Approved<br>Amendments | FY 23-24 Budget<br>Amendment -<br>Requested | Proposed FY 23-24<br>Amended Budget |                                 |                                    |                                                 |
|                                |                                              |                            |                                 |                                             |                                     | as of 6/30/2024                 | Favorable / (Unfavorable)          |                                                 |
| <u>Intergovernmental</u>       |                                              |                            |                                 |                                             |                                     |                                 |                                    |                                                 |
| 001-331-001                    | FEMA Reimb - Irma                            | -                          | -                               | 61,232.00                                   | 61,232.00                           | 61,231.93                       | (0.07)                             | 100.00%                                         |
| 001-331-002                    | FEMA SAFER Grant (Fire Rescue)               | 528,000.00                 | -                               | 154,737.00                                  | 682,737.00                          | 682,736.92                      | (0.08)                             | 100.00%                                         |
| 001-331-101                    | EPA Grant for Oxygen Monitoring              | 12,000.00                  | -                               | -                                           | 12,000.00                           | -                               | (12,000.00)                        | 0.00%                                           |
| 001-334-003                    | FDEP Resilient Florida Grant (#22PLN68)      | 178,100.00                 | -                               | -                                           | 178,100.00                          | -                               | (178,100.00)                       | 0.00%                                           |
| 001-335-122                    | Monroe County Business Tax Distribution      | 32,000.00                  | -                               | -                                           | 32,000.00                           | 23,457.12                       | (8,542.88)                         | 73.30%                                          |
| 001-335-140                    | Mobile Home License Tax                      | 1,500.00                   | -                               | -                                           | 1,500.00                            | 1,315.98                        | (184.02)                           | 87.73%                                          |
| 001-335-150                    | Alcoholic Beverage License Tax               | 32,000.00                  | -                               | -                                           | 32,000.00                           | 18,035.86                       | (13,964.14)                        | 56.36%                                          |
| 001-335-180                    | Local Government Half-Cent Sales Tax Program | 1,735,000.00               | -                               | -                                           | 1,735,000.00                        | 1,175,340.37                    | (559,659.63)                       | 67.74%                                          |
| 001-335-210                    | Firefighter Supplemental Compensation        | 10,000.00                  | -                               | -                                           | 10,000.00                           | 9,067.74                        | (932.26)                           | 90.68%                                          |
| 001-335-701                    | FDEP Surcharge Tax - Windley Key             | 8,500.00                   | -                               | -                                           | 8,500.00                            | 7,105.00                        | (1,395.00)                         | 83.59%                                          |
| 001-336-000                    | State Payments In Lieu Of Taxes              | 2,700.00                   | -                               | -                                           | 2,700.00                            | 2,670.31                        | (29.69)                            | 98.90%                                          |
| 001-337-701                    | TDC Beach Maintenance Agreement              | 90,000.00                  | -                               | -                                           | 90,000.00                           | 62,569.40                       | (27,430.60)                        | 69.52%                                          |
|                                |                                              | 2,629,800.00               | -                               | 215,969.00                                  | 2,845,769.00                        | 2,043,530.63                    | (802,238.37)                       | 71.81%                                          |
| <u>Fines &amp; Forfeitures</u> |                                              |                            |                                 |                                             |                                     |                                 |                                    |                                                 |
| 001-354-000                    | Code Compliance Lien Payments                | 150,000.00                 | -                               | -                                           | 150,000.00                          | 75,625.00                       | (74,375.00)                        | 50.42%                                          |
| 001-359-001                    | MCSO Citation Payments                       | 50,000.00                  | -                               | -                                           | 50,000.00                           | 34,852.43                       | (15,147.57)                        | 69.70%                                          |
| 001-359-002                    | MCSO Citations - Training Surcharge          | 5,000.00                   | -                               | -                                           | 5,000.00                            | 2,998.11                        | (2,001.89)                         | 59.96%                                          |
|                                |                                              | 205,000.00                 | -                               | -                                           | 205,000.00                          | 113,475.54                      | (91,524.46)                        | 55.35%                                          |
| <u>Charges for Services</u>    |                                              |                            |                                 |                                             |                                     |                                 |                                    |                                                 |
| 001-329-003                    | Fire Inspection Fee                          | 10,000.00                  | -                               | 4,575.00                                    | 14,575.00                           | 14,575.00                       | -                                  | 100.00%                                         |
| 001-329-004                    | Developmental Permit Application Fee         | 75,000.00                  | -                               | -                                           | 75,000.00                           | 66,716.59                       | (8,283.41)                         | 88.96%                                          |
| 001-329-008                    | Cost Recovery Revenue                        | 25,000.00                  | -                               | -                                           | 25,000.00                           | -                               | (25,000.00)                        | 0.00%                                           |
| 001-342-200                    | Special Event Fire Protection Fee            | 10,000.00                  | -                               | 2,393.00                                    | 12,393.00                           | 12,392.50                       | (0.50)                             | 100.00%                                         |
| 001-342-401                    | Emergency Management Service Fee             | 250,000.00                 | -                               | -                                           | 250,000.00                          | 208,728.70                      | (41,271.30)                        | 83.49%                                          |
| 001-347-201                    | Park Entrance Fee                            | 350,000.00                 | -                               | -                                           | 350,000.00                          | 274,031.91                      | (75,968.09)                        | 78.29%                                          |
| 001-347-501                    | Pool Entrance Fee                            | 45,000.00                  | -                               | -                                           | 45,000.00                           | 25,687.67                       | (19,312.33)                        | 57.08%                                          |

Islamorada, Village of Islands  
FY 23-24 Budget Amendment  
June 30, 2024

EXHIBIT A

| Fund: 001 - General Fund            |                                     | BUDGET                     |                                 |                                             |                                     | FY 23-24 ACTUALS<br>(Unaudited) | FINAL BUDGET v<br>ACTUALS VARIANCE | Actual as % of Budget |
|-------------------------------------|-------------------------------------|----------------------------|---------------------------------|---------------------------------------------|-------------------------------------|---------------------------------|------------------------------------|-----------------------|
|                                     |                                     | FY 23-24 Adopted<br>Budget | FY 23-24 Approved<br>Amendments | FY 23-24 Budget<br>Amendment -<br>Requested | Proposed FY 23-24<br>Amended Budget |                                 |                                    |                       |
|                                     |                                     |                            |                                 |                                             |                                     | as of 6/30/2024                 | Favorable / (Unfavorable)          | Benchmark =<br>75%    |
| 001-347-502                         | Pool/Park Membership - Resident     | 20,000.00                  | -                               | -                                           | 20,000.00                           | 13,393.29                       | (6,606.71)                         | 66.97%                |
| 001-347-503                         | Pool/Park Membership - Non-Resident | 20,000.00                  | -                               | -                                           | 20,000.00                           | 14,980.64                       | (5,019.36)                         | 74.90%                |
| 001-347-901                         | Recreation Camp Fee                 | 60,000.00                  | -                               | -                                           | 60,000.00                           | 49,265.00                       | (10,735.00)                        | 82.11%                |
| 001-362-001                         | Park Facilities Rental Fee          | 30,000.00                  | -                               | 2,680.00                                    | 32,680.00                           | 32,681.15                       | 1.15                               | 100.00%               |
| 001-362-002                         | Pool Team Rental Fee                | 30,000.00                  | -                               | -                                           | 30,000.00                           | 12,106.55                       | (17,893.45)                        | 40.36%                |
| 001-362-003                         | Swim Instruction                    | 70,000.00                  | -                               | -                                           | 70,000.00                           | 47,710.00                       | (22,290.00)                        | 68.16%                |
| 001-362-004                         | Dive Instruction                    | 12,000.00                  | -                               | -                                           | 12,000.00                           | 10,565.00                       | (1,435.00)                         | 88.04%                |
| 001-362-005                         | Tennis Instruction                  | 225,000.00                 | -                               | -                                           | 225,000.00                          | 156,245.00                      | (68,755.00)                        | 69.44%                |
| 001-362-006                         | Water Aerobics Instruction          | 24,000.00                  | -                               | -                                           | 24,000.00                           | 15,827.00                       | (8,173.00)                         | 65.95%                |
| 001-362-007                         | Synchronized Swim Instruction       | 14,000.00                  | -                               | -                                           | 14,000.00                           | 11,285.00                       | (2,715.00)                         | 80.61%                |
| 001-362-008                         | Freediving Instruction              | 14,000.00                  | -                               | -                                           | 14,000.00                           | 800.00                          | (13,200.00)                        | 5.71%                 |
| 001-362-009                         | Fitness Instruction                 | 28,000.00                  | -                               | -                                           | 28,000.00                           | 25,647.00                       | (2,353.00)                         | 91.60%                |
|                                     |                                     | 1,312,000.00               | -                               | 9,648.00                                    | 1,321,648.00                        | 992,638.00                      | (329,010.00)                       | 75.11%                |
| <u>Interest &amp; Miscellaneous</u> |                                     |                            |                                 |                                             |                                     |                                 |                                    |                       |
| 001-361-000                         | Interest Revenue                    | 150,000.00                 | -                               | 486,000.00                                  | 636,000.00                          | 635,890.20                      | (109.80)                           | 99.98%                |
| 001-369-000                         | Miscellaneous Revenue               | 48,000.00                  | -                               | 8,460.00                                    | 56,460.00                           | 56,459.58                       | (0.42)                             | 100.00%               |
| 001-369-001                         | Retail Sales                        | 1,800.00                   | -                               | -                                           | 1,800.00                            | 961.67                          | (838.33)                           | 53.43%                |
| 001-369-002                         | General Asphalt Maint Agreement     | 8,100.00                   | -                               | 21,233.00                                   | 29,333.00                           | 29,333.37                       | 0.37                               | 100.00%               |
| 001-369-003                         | Impact Admin Fees                   | 5,000.00                   | -                               | 2,774.00                                    | 7,774.00                            | 7,774.47                        | 0.47                               | 100.01%               |
| 001-369-901                         | WEX Fuel Credit                     | 3,500.00                   | -                               | -                                           | 3,500.00                            | 2,856.47                        | (643.53)                           | 81.61%                |
|                                     |                                     | 216,400.00                 | -                               | 518,467.00                                  | 734,867.00                          | 733,275.76                      | (1,591.24)                         | 99.78%                |
| <u>Transfers In</u>                 |                                     |                            |                                 |                                             |                                     |                                 |                                    |                       |
| 001-381-000                         | Transfers In (Building Fund)        | 84,000.00                  | -                               | -                                           | 84,000.00                           | -                               | (84,000.00)                        | 0.00%                 |
| <b>Total Revenues</b>               |                                     | <b>21,888,500.00</b>       | <b>-</b>                        | <b>854,116.00</b>                           | <b>22,742,616.00</b>                | <b>20,712,464.08</b>            | <b>(2,030,151.92)</b>              | <b>91.07%</b>         |

Islamorada, Village of Islands  
FY 23-24 Budget Amendment  
June 30, 2024

EXHIBIT A

| Fund: 001 - General Fund |                                           | BUDGET                     |                                 |                                             |                                     | FY 23-24 ACTUALS<br>(Unaudited) | FINAL BUDGET v<br>ACTUALS VARIANCE | Actual as % of Budget<br><br>Benchmark =<br>75% |
|--------------------------|-------------------------------------------|----------------------------|---------------------------------|---------------------------------------------|-------------------------------------|---------------------------------|------------------------------------|-------------------------------------------------|
|                          |                                           | FY 23-24 Adopted<br>Budget | FY 23-24 Approved<br>Amendments | FY 23-24 Budget<br>Amendment -<br>Requested | Proposed FY 23-24<br>Amended Budget |                                 |                                    |                                                 |
|                          |                                           |                            |                                 |                                             |                                     | as of 6/30/2024                 | Favorable / (Unfavorable)          |                                                 |
| <b>Expenditures</b>      |                                           |                            |                                 |                                             |                                     |                                 |                                    |                                                 |
| Village Council          |                                           |                            |                                 |                                             |                                     |                                 |                                    |                                                 |
| 001-0100-511-11          | Village Council Salaries                  | 60,000.00                  | -                               | -                                           | 60,000.00                           | 45,000.00                       | 15,000.00                          | 75.00%                                          |
| 001-0100-511-21          | Payroll Taxes                             | 4,600.00                   | -                               | -                                           | 4,600.00                            | 3,442.50                        | 1,157.50                           | 74.84%                                          |
| 001-0100-511-31          | Professional Services                     | 180,000.00                 | -                               | (3,996.00)                                  | 176,004.00                          | 159,748.85                      | 16,255.15                          | 90.76%                                          |
|                          | Gray Robinson (State Lobbyists)           | 110,000.00                 |                                 | (3,996.00)                                  | 106,004.00                          | 106,004.00                      |                                    |                                                 |
|                          | Thorn Run Partners (Federal Lobbyists)    | 70,000.00                  |                                 | -                                           | 70,000.00                           | 49,500.00                       |                                    |                                                 |
|                          | Other / Misc                              | -                          |                                 | -                                           | -                                   | 4,244.85                        |                                    |                                                 |
| 001-0100-511-40          | Travel & Per Diem                         | 12,000.00                  | -                               | 3,996.00                                    | 15,996.00                           | 15,995.58                       | 0.42                               | 100.00%                                         |
| 001-0100-511-41          | Communications                            | 5,500.00                   | -                               | -                                           | 5,500.00                            | 2,092.52                        | 3,407.48                           | 38.05%                                          |
| 001-0100-511-48          | PR / Advertising                          | 356,500.00                 | -                               | -                                           | 356,500.00                          | 142,579.12                      | 213,920.88                         | 39.99%                                          |
|                          | Holiday Decorations (Holiday Lightscapes) | 105,200.00                 | -                               | -                                           | 105,200.00                          | 52,567.00                       |                                    |                                                 |
|                          | Attention Media / Social Media            | 75,000.00                  | -                               | -                                           | 75,000.00                           | 24,000.00                       |                                    |                                                 |
|                          | Islamorada Social web services            | 1,300.00                   | -                               | -                                           | 1,300.00                            | 24,000.00                       |                                    |                                                 |
|                          | Agenda & Other Display Ads                | 20,000.00                  | -                               | -                                           | 20,000.00                           | 6,408.00                        |                                    |                                                 |
|                          | Rotary Fireworks                          | 15,000.00                  | -                               | -                                           | 15,000.00                           | -                               |                                    |                                                 |
|                          | Charitable Contributions Program          | 125,000.00                 | -                               | -                                           | 125,000.00                          | -                               |                                    |                                                 |
|                          | Other / Misc                              | 15,000.00                  | -                               | -                                           | 15,000.00                           | 35,604.12                       |                                    |                                                 |
| 001-0100-511-51          | Office Supplies & Expenses                | 3,500.00                   | -                               | -                                           | 3,500.00                            | 2,663.13                        | 836.87                             | 76.09%                                          |
| 001-0100-511-54          | Dues & Subscriptions                      | 2,500.00                   | -                               | -                                           | 2,500.00                            | 1,844.73                        | 655.27                             | 73.79%                                          |
| 001-0100-511-55          | Training                                  | 5,000.00                   | -                               | -                                           | 5,000.00                            | 659.00                          | 4,341.00                           | 13.18%                                          |
|                          |                                           | <b>629,600.00</b>          | <b>-</b>                        | <b>-</b>                                    | <b>629,600.00</b>                   | <b>374,025.43</b>               | <b>255,574.57</b>                  | <b>59.41%</b>                                   |

Islamorada, Village of Islands  
FY 23-24 Budget Amendment  
June 30, 2024

EXHIBIT A

| Fund: 001 - General Fund |                                            | BUDGET                     |                                 |                                             |                                     | FY 23-24 ACTUALS<br>(Unaudited) | FINAL BUDGET v<br>ACTUALS VARIANCE | Actual as % of Budget |
|--------------------------|--------------------------------------------|----------------------------|---------------------------------|---------------------------------------------|-------------------------------------|---------------------------------|------------------------------------|-----------------------|
|                          |                                            | FY 23-24 Adopted<br>Budget | FY 23-24 Approved<br>Amendments | FY 23-24 Budget<br>Amendment -<br>Requested | Proposed FY 23-24<br>Amended Budget |                                 |                                    |                       |
|                          |                                            |                            |                                 |                                             |                                     | as of 6/30/2024                 | Favorable / (Unfavorable)          | Benchmark =<br>75%    |
| <b>Village Attorney</b>  |                                            |                            |                                 |                                             |                                     |                                 |                                    |                       |
| 001-0200-514-31          | Professional Services                      | 625,000.00                 | -                               | -                                           | 625,000.00                          | 584,764.42                      | 40,235.58                          | 93.56%                |
|                          | Weiss, Serota (Litigation; Legal)          | 625,000.00                 |                                 | -                                           | 625,000.00                          | 583,915.68                      |                                    |                       |
|                          | Other / Misc                               |                            |                                 |                                             |                                     | 848.74                          |                                    |                       |
| 001-0200-514-41          | Communications                             | 2,500.00                   | -                               | -                                           | 2,500.00                            | 1,571.82                        | 928.18                             | 62.87%                |
| 001-0200-514-51          | Office Supplies & Expenses                 | 2,500.00                   | -                               | -                                           | 2,500.00                            | 33.40                           | 2,466.60                           | 1.34%                 |
| 001-0200-514-54          | Dues & Subscriptions                       | 500.00                     | -                               | -                                           | 500.00                              | 104.35                          | 395.65                             | 20.87%                |
|                          |                                            | <b>630,500.00</b>          | <b>-</b>                        | <b>-</b>                                    | <b>630,500.00</b>                   | <b>586,473.99</b>               | <b>44,026.01</b>                   | <b>93.02%</b>         |
| <b>Village Manager</b>   |                                            |                            |                                 |                                             |                                     |                                 |                                    |                       |
| 001-0300-512-12          | Regular Salaries & Wages                   | 565,700.00                 | (11,000.00)                     |                                             | 554,700.00                          | 234,361.03                      | 320,338.97                         | 42.25%                |
| 001-0300-512-14          | Overtime                                   | 2,500.00                   | -                               | -                                           | 2,500.00                            | 126.79                          | 2,373.21                           | 5.07%                 |
| 001-0300-512-21          | Payroll Taxes                              | 38,100.00                  | -                               | -                                           | 38,100.00                           | 18,003.32                       | 20,096.68                          | 47.25%                |
| 001-0300-512-22          | Retirement Contributions                   | 79,200.00                  | -                               | -                                           | 79,200.00                           | 40,215.53                       | 38,984.47                          | 50.78%                |
| 001-0300-512-23          | Employee Insurance Premiums                | 80,300.00                  | -                               | -                                           | 80,300.00                           | 41,223.33                       | 39,076.67                          | 51.34%                |
| 001-0300-512-31          | Professional Services                      | 300,000.00                 | (8,000.00)                      | -                                           | 292,000.00                          | 196,937.26                      | 95,062.74                          | 67.44%                |
|                          | Canal Consulting & Monitoring (WSP)        | 120,000.00                 | -                               | -                                           | 120,000.00                          | 37,196.85                       |                                    |                       |
|                          | Vulnerability Assessment (WSP; grant-funde | 58,100.00                  | -                               | -                                           | 58,100.00                           | 53,430.00                       |                                    |                       |
|                          | Swim Zone (Poseidon)                       | 12,000.00                  | -                               | -                                           | 12,000.00                           | 11,285.00                       |                                    |                       |
|                          | Evermorth Care (EAP)                       | -                          | -                               | -                                           | -                                   | 7,124.94                        |                                    |                       |
|                          | Monroe County - Interim Manager            | -                          | -                               | -                                           | -                                   | 76,301.59                       |                                    |                       |
|                          | Other / Misc                               | 109,900.00                 | (8,000.00)                      |                                             | 101,900.00                          | 11,598.88                       |                                    |                       |
| 001-0300-512-40          | Travel & Per Diem                          | 10,000.00                  | -                               | -                                           | 10,000.00                           | 8,548.35                        | 1,451.65                           | 85.48%                |
| 001-0300-512-41          | Communications                             | 6,500.00                   | -                               | -                                           | 6,500.00                            | 3,721.91                        | 2,778.09                           | 57.26%                |
| 001-0300-512-42          | Freight & Postage                          | -                          | 1,000.00                        | -                                           | 1,000.00                            | 393.31                          | 606.69                             | 39.33%                |
| 001-0300-512-46          | Repair & Maintenance                       | -                          | 5,000.00                        | -                                           | 5,000.00                            | 29.95                           | 4,970.05                           | 0.60%                 |
| 001-0300-512-48          | PR / Advertising                           | 10,000.00                  | -                               | -                                           | 10,000.00                           | 7,984.00                        | 2,016.00                           | 79.84%                |

Islamorada, Village of Islands  
FY 23-24 Budget Amendment  
June 30, 2024

EXHIBIT A

| Fund: 001 - General Fund |                                    | BUDGET                     |                                 |                                             |                                     | FY 23-24 ACTUALS<br>(Unaudited) | FINAL BUDGET v<br>ACTUALS VARIANCE | Actual as % of Budget<br><br>Benchmark =<br>75% |
|--------------------------|------------------------------------|----------------------------|---------------------------------|---------------------------------------------|-------------------------------------|---------------------------------|------------------------------------|-------------------------------------------------|
|                          |                                    | FY 23-24 Adopted<br>Budget | FY 23-24 Approved<br>Amendments | FY 23-24 Budget<br>Amendment -<br>Requested | Proposed FY 23-24<br>Amended Budget |                                 |                                    |                                                 |
|                          |                                    |                            |                                 |                                             |                                     | as of 6/30/2024                 | Favorable / (Unfavorable)          |                                                 |
| 001-0300-512-49          | Other Expenses                     | 15,000.00                  | -                               | -                                           | 15,000.00                           | 8,332.19                        | 6,667.81                           | 55.55%                                          |
| 001-0300-512-51          | Office Supplies & Expenses         | 6,500.00                   | -                               | -                                           | 6,500.00                            | 2,609.71                        | 3,890.29                           | 40.15%                                          |
| 001-0300-512-52          | Operating Supplies                 | -                          | 5,000.00                        | -                                           | 5,000.00                            | 4,640.99                        | 359.01                             | 92.82%                                          |
| 001-0300-512-54          | Dues & Subscriptions               | 13,600.00                  | -                               | -                                           | 13,600.00                           | 9,497.21                        | 4,102.79                           | 69.83%                                          |
| 001-0300-512-55          | Training                           | 5,000.00                   | -                               | -                                           | 5,000.00                            | 1,824.00                        | 3,176.00                           | 36.48%                                          |
|                          |                                    | <b>1,132,400.00</b>        | <b>(8,000.00)</b>               | <b>-</b>                                    | <b>1,124,400.00</b>                 | <b>578,448.88</b>               | <b>545,951.12</b>                  | <b>51.45%</b>                                   |
| <u>Village Clerk</u>     |                                    |                            |                                 |                                             |                                     |                                 |                                    |                                                 |
| 001-0400-512-12          | Regular Salaries & Wages           | 166,500.00                 | -                               | -                                           | 166,500.00                          | 119,115.69                      | 47,384.31                          | 71.54%                                          |
| 001-0400-512-14          | Overtime                           | 5,000.00                   | -                               | -                                           | 5,000.00                            | 4,287.50                        | 712.50                             | 85.75%                                          |
| 001-0400-512-21          | Payroll Taxes                      | 13,200.00                  | -                               | -                                           | 13,200.00                           | 9,292.01                        | 3,907.99                           | 70.39%                                          |
| 001-0400-512-22          | Retirement Contributions           | 23,900.00                  | -                               | -                                           | 23,900.00                           | 16,745.90                       | 7,154.10                           | 70.07%                                          |
| 001-0400-512-23          | Employee Insurance Premiums        | 20,900.00                  | -                               | -                                           | 20,900.00                           | 9,626.38                        | 11,273.62                          | 46.06%                                          |
| 001-0400-512-31          | Professional Services              | 10,500.00                  | -                               | (8,449.00)                                  | 2,051.00                            | 989.90                          | 1,061.10                           | 48.26%                                          |
|                          | Municode (Code of Ord Svcs)        | 5,000.00                   | -                               | -                                           | 5,000.00                            | -                               |                                    |                                                 |
|                          | Shred Monkeys (document shredding) | 2,000.00                   | -                               | -                                           | 2,000.00                            | 774.95                          |                                    |                                                 |
|                          | ADA Document Remediation Svcs      | 2,500.00                   | -                               | -                                           | 2,500.00                            | -                               |                                    |                                                 |
|                          | Global Relay (PRRs)                | 500.00                     | -                               | -                                           | 500.00                              | -                               |                                    |                                                 |
|                          | Other / Misc                       | 500.00                     | -                               | -                                           | 500.00                              | 214.95                          |                                    |                                                 |
| 001-0400-512-40          | Travel & Per Diem                  | 3,500.00                   | -                               | 414.00                                      | 3,914.00                            | 3,914.18                        | (0.18)                             | 100.00%                                         |
| 001-0400-512-41          | Communications                     | 3,500.00                   | -                               | -                                           | 3,500.00                            | 1,934.34                        | 1,565.66                           | 55.27%                                          |
| 001-0400-512-42          | Freight & Postage                  | 500.00                     | 2,500.00                        | (2,000.00)                                  | 1,000.00                            | 1.28                            | 998.72                             | 0.13%                                           |
| 001-0400-512-48          | PR / Advertising                   | -                          | 500.00                          | 3,120.00                                    | 3,620.00                            | 3,620.50                        | (0.50)                             | 100.01%                                         |
| 001-0400-512-49          | Other Expenses                     | -                          | -                               | 30.00                                       | 30.00                               | 28.58                           | 1.42                               | 95.27%                                          |
| 001-0400-512-51          | Office Supplies & Expenses         | 5,500.00                   | -                               | (1,200.00)                                  | 4,300.00                            | 3,530.60                        | 769.40                             | 82.11%                                          |
| 001-0400-512-54          | Dues & Subscriptions               | 18,000.00                  | 5,000.00                        | 9,285.00                                    | 32,285.00                           | 32,285.33                       | (0.33)                             | 100.00%                                         |



Islamorada, Village of Islands  
FY 23-24 Budget Amendment  
June 30, 2024

EXHIBIT A

| Fund: 001 - General Fund |                                             | BUDGET                     |                                 |                                             |                                     | FY 23-24 ACTUALS<br>(Unaudited) | FINAL BUDGET v<br>ACTUALS VARIANCE | Actual as % of Budget |
|--------------------------|---------------------------------------------|----------------------------|---------------------------------|---------------------------------------------|-------------------------------------|---------------------------------|------------------------------------|-----------------------|
|                          |                                             | FY 23-24 Adopted<br>Budget | FY 23-24 Approved<br>Amendments | FY 23-24 Budget<br>Amendment -<br>Requested | Proposed FY 23-24<br>Amended Budget |                                 |                                    |                       |
|                          |                                             |                            |                                 |                                             |                                     | as of 6/30/2024                 | Favorable / (Unfavorable)          | Benchmark =<br>75%    |
| 001-0400-512-55          | Training                                    | 3,000.00                   |                                 | (1,200.00)                                  | 1,800.00                            | 1,631.44                        | 168.56                             | 90.64%                |
|                          |                                             | <b>274,000.00</b>          | <b>8,000.00</b>                 | <b>-</b>                                    | <b>282,000.00</b>                   | <b>207,003.63</b>               | <b>74,996.37</b>                   | <b>73.41%</b>         |
| <u>Finance</u>           |                                             |                            |                                 |                                             |                                     |                                 |                                    |                       |
| 001-0500-513-12          | Regular Salaries & Wages                    | 473,400.00                 | -                               |                                             | 473,400.00                          | 352,705.46                      | 120,694.54                         | 74.50%                |
| 001-0500-513-14          | Overtime                                    | 10,000.00                  | -                               | -                                           | 10,000.00                           | 6,488.00                        | 3,512.00                           | 64.88%                |
| 001-0500-513-21          | Payroll Taxes                               | 36,400.00                  | -                               | -                                           | 36,400.00                           | 26,876.83                       | 9,523.17                           | 73.84%                |
| 001-0500-513-22          | Retirement Contributions                    | 67,400.00                  | -                               | -                                           | 67,400.00                           | 49,663.72                       | 17,736.28                          | 73.69%                |
| 001-0500-513-23          | Employee Insurance Premiums                 | 72,600.00                  | -                               | -                                           | 72,600.00                           | 61,902.60                       | 10,697.40                          | 85.27%                |
| 001-0500-513-24          | Workers' Compensation                       | 110,000.00                 | -                               | -                                           | 110,000.00                          | 91,013.75                       | 18,986.25                          | 82.74%                |
| 001-0500-513-31          | Professional Services                       | 46,000.00                  | -                               |                                             | 46,000.00                           | 66,341.45                       | (20,341.45)                        | 144.22%               |
|                          | <i>Integrity (Arbitrage)</i>                | <i>2,500.00</i>            |                                 | <i>-</i>                                    | <i>2,500.00</i>                     | <i>2,953.13</i>                 |                                    |                       |
|                          | <i>Foster &amp; Foster (OPEB Valuation)</i> | <i>5,000.00</i>            |                                 | <i>-</i>                                    | <i>5,000.00</i>                     | <i>4,700.00</i>                 |                                    |                       |
|                          | <i>Ben Few (Risk Mgmt Svcs)</i>             | <i>36,000.00</i>           |                                 | <i>-</i>                                    | <i>36,000.00</i>                    | <i>30,000.00</i>                |                                    |                       |
|                          | <i>Projected Point</i>                      |                            |                                 | <i>-</i>                                    | <i>-</i>                            | <i>24,728.00</i>                |                                    |                       |
|                          | <i>Other / Misc</i>                         | <i>2,500.00</i>            |                                 | <i>-</i>                                    | <i>2,500.00</i>                     | <i>3,960.32</i>                 |                                    |                       |
| 001-0500-513-32          | Accounting & Auditing Services              | 65,000.00                  | -                               | (6,520.00)                                  | 58,480.00                           | 54,000.00                       | 4,480.00                           | 92.34%                |
| 001-0500-513-40          | Travel & Per Diem                           | 6,000.00                   | -                               |                                             | 6,000.00                            | 4,291.19                        | 1,708.81                           | 71.52%                |
| 001-0500-513-41          | Communications                              | 3,500.00                   | -                               | -                                           | 3,500.00                            | 1,970.81                        | 1,529.19                           | 56.31%                |
| 001-0500-513-42          | Freight & Postage                           | 1,500.00                   | -                               | -                                           | 1,500.00                            | 1,457.46                        | 42.54                              | 97.16%                |
| 001-0500-513-43          | Utilities                                   | 55,000.00                  | -                               |                                             | 55,000.00                           | 26,438.80                       | 28,561.20                          | 48.07%                |
| 001-0500-513-44          | Rentals & Leases                            | 6,000.00                   | -                               | (2,000.00)                                  | 4,000.00                            | 2,972.66                        | 1,027.34                           | 74.32%                |
| 001-0500-513-45          | Insurance                                   | 565,500.00                 | -                               | -                                           | 565,500.00                          | 372,740.49                      | 192,759.51                         | 65.91%                |
| 001-0500-513-48          | PR / Advertising                            | 1,000.00                   | -                               | (553.00)                                    | 447.00                              | 447.00                          | -                                  | 100.00%               |
| 001-0500-513-49          | Other Expenses                              | 7,500.00                   | 2,500.00                        |                                             | 10,000.00                           | 58,418.35                       | (48,418.35)                        | 584.18%               |
| 001-0500-513-51          | Office Supplies & Expenses                  | 7,500.00                   | -                               |                                             | 7,500.00                            | 4,612.62                        | 2,887.38                           | 61.50%                |
| 001-0500-513-52          | Operating Supplies                          | -                          | -                               | 860.00                                      | 860.00                              | 857.29                          | 2.71                               | 99.68%                |

Islamorada, Village of Islands  
FY 23-24 Budget Amendment  
June 30, 2024

EXHIBIT A

| Fund: 001 - General Fund |                                        | BUDGET                     |                                 |                                             |                                     | FY 23-24 ACTUALS<br>(Unaudited) | FINAL BUDGET v<br>ACTUALS VARIANCE | Actual as % of Budget |
|--------------------------|----------------------------------------|----------------------------|---------------------------------|---------------------------------------------|-------------------------------------|---------------------------------|------------------------------------|-----------------------|
|                          |                                        | FY 23-24 Adopted<br>Budget | FY 23-24 Approved<br>Amendments | FY 23-24 Budget<br>Amendment -<br>Requested | Proposed FY 23-24<br>Amended Budget |                                 |                                    |                       |
|                          |                                        |                            |                                 |                                             |                                     | as of 6/30/2024                 | Favorable / (Unfavorable)          | Benchmark =<br>75%    |
| 001-0500-513-54          | Dues & Subscriptions                   | 33,400.00                  | -                               | 7,072.00                                    | 40,472.00                           | 40,472.65                       | (0.65)                             | 100.00%               |
| 001-0500-513-55          | Training                               | 4,000.00                   | (2,500.00)                      | 1,141.00                                    | 2,641.00                            | 2,641.00                        | -                                  | 100.00%               |
|                          |                                        | <b>1,571,700.00</b>        | <b>-</b>                        | <b>-</b>                                    | <b>1,571,700.00</b>                 | <b>1,226,312.13</b>             | <b>345,387.87</b>                  | <b>78.02%</b>         |
| <u>Planning</u>          |                                        |                            |                                 |                                             |                                     |                                 |                                    |                       |
| 001-0600-515-12          | Regular Salaries & Wages               | 868,700.00                 | -                               | -                                           | 868,700.00                          | 450,136.82                      | 418,563.18                         | 51.82%                |
| 001-0600-515-14          | Overtime                               | 10,000.00                  | -                               | -                                           | 10,000.00                           | 1,091.13                        | 8,908.87                           | 10.91%                |
| 001-0600-515-21          | Payroll Taxes                          | 67,300.00                  | -                               | -                                           | 67,300.00                           | 33,997.60                       | 33,302.40                          | 50.52%                |
| 001-0600-515-22          | Retirement Contributions               | 122,400.00                 | -                               | -                                           | 122,400.00                          | 63,148.52                       | 59,251.48                          | 51.59%                |
| 001-0600-515-23          | Employee Insurance Premiums            | 135,300.00                 | -                               | -                                           | 135,300.00                          | 119,786.40                      | 15,513.60                          | 88.53%                |
| 001-0600-515-31          | Professional Services                  | 50,000.00                  | -                               | -                                           | 50,000.00                           | 10,744.79                       | 39,255.21                          | 21.49%                |
|                          | RES Florida (Eng/Stormwater Rvws)      | 15,000.00                  | -                               | -                                           | 15,000.00                           | 2,585.49                        |                                    |                       |
|                          | McFarland Johnson (Site Plan Rvw)      | 5,000.00                   | -                               | -                                           | 5,000.00                            | -                               |                                    |                       |
|                          | Liquid Web (CV Portal Host)            | 2,500.00                   | -                               | -                                           | 2,500.00                            | 1,480.80                        |                                    |                       |
|                          | Rebecca Jetton (Planning Support Svcs) | 15,000.00                  | -                               | -                                           | 15,000.00                           | 5,884.00                        |                                    |                       |
|                          | Highland Mapping (GIS)                 | 5,000.00                   | -                               | -                                           | 5,000.00                            | -                               |                                    |                       |
|                          | CPH Consulting (Site Plan Rvws)        | 5,000.00                   | -                               | -                                           | 5,000.00                            | -                               |                                    |                       |
|                          | Other / Misc (Recoding Fees)           | 2,500.00                   | -                               | -                                           | 2,500.00                            | 794.50                          |                                    |                       |
| 001-0600-515-40          | Travel & Per Diem                      | 5,000.00                   | -                               | -                                           | 5,000.00                            | 1,185.68                        | 3,814.32                           | 23.71%                |
| 001-0600-515-41          | Communications                         | 5,000.00                   | -                               | -                                           | 5,000.00                            | 3,078.20                        | 1,921.80                           | 61.56%                |
| 001-0600-515-42          | Freight & Postage                      | 5,000.00                   | -                               | (3,000.00)                                  | 2,000.00                            | 1,507.64                        | 492.36                             | 75.38%                |
| 001-0600-515-46          | Repair & Maintenance                   | 5,000.00                   | -                               | -                                           | 5,000.00                            | 4,395.96                        | 604.04                             | 87.92%                |
| 001-0600-515-48          | PR / Advertising                       | 8,000.00                   | -                               | 4,361.00                                    | 12,361.00                           | 12,361.02                       | (0.02)                             | 100.00%               |
| 001-0600-515-51          | Office Supplies & Expenses             | 8,000.00                   | -                               | (5,080.00)                                  | 2,920.00                            | 2,788.25                        | 131.75                             | 95.49%                |
| 001-0600-515-49          | Other Expenses                         | -                          | -                               | 25.00                                       | 25.00                               | 25.00                           | -                                  | 100.00%               |
| 001-0600-515-52          | Operating Supplies                     | 4,000.00                   | -                               | 1,189.00                                    | 5,189.00                            | 5,189.11                        | (0.11)                             | 100.00%               |
| 001-0600-515-54          | Dues & Subscriptions                   | 37,000.00                  | -                               | 2,964.00                                    | 39,964.00                           | 38,624.43                       | 1,339.57                           | 96.65%                |

Islamorada, Village of Islands  
FY 23-24 Budget Amendment  
June 30, 2024

EXHIBIT A

| Fund: 001 - General Fund       |                                      | BUDGET                     |                                 |                                             |                                     | FY 23-24 ACTUALS<br>(Unaudited) | FINAL BUDGET v<br>ACTUALS VARIANCE | Actual as % of Budget |
|--------------------------------|--------------------------------------|----------------------------|---------------------------------|---------------------------------------------|-------------------------------------|---------------------------------|------------------------------------|-----------------------|
|                                |                                      | FY 23-24 Adopted<br>Budget | FY 23-24 Approved<br>Amendments | FY 23-24 Budget<br>Amendment -<br>Requested | Proposed FY 23-24<br>Amended Budget |                                 |                                    |                       |
|                                |                                      |                            |                                 |                                             |                                     | as of 6/30/2024                 | Favorable / (Unfavorable)          | Benchmark =<br>75%    |
| 001-0600-515-55                | Training                             | 6,000.00                   |                                 | (459.00)                                    | 5,541.00                            | 1,073.00                        | 4,468.00                           | 19.36%                |
|                                |                                      | <b>1,336,700.00</b>        |                                 | <b>-</b>                                    | <b>1,336,700.00</b>                 | <b>749,133.55</b>               | <b>587,566.45</b>                  | <b>56.04%</b>         |
| <b>IT &amp; Communications</b> |                                      |                            |                                 |                                             |                                     |                                 |                                    |                       |
| 001-0700-519-12                | Regular Salaries & Wages             | 330,700.00                 |                                 | -                                           | 330,700.00                          | 234,643.34                      | 96,056.66                          | 70.95%                |
| 001-0700-519-14                | Overtime                             | 2,500.00                   |                                 | -                                           | 2,500.00                            | 475.69                          | 2,024.31                           | 19.03%                |
| 001-0700-519-21                | Payroll Taxes                        | 25,500.00                  |                                 | -                                           | 25,500.00                           | 17,727.00                       | 7,773.00                           | 69.52%                |
| 001-0700-519-22                | Retirement Contributions             | 46,500.00                  |                                 | -                                           | 46,500.00                           | 31,963.53                       | 14,536.47                          | 68.74%                |
| 001-0700-519-23                | Employee Insurance Premiums          | 80,300.00                  |                                 | -                                           | 80,300.00                           | 27,855.43                       | 52,444.57                          | 34.69%                |
| 001-0700-519-31                | Professional Services                | 90,000.00                  |                                 | 13,500.00                                   | 103,500.00                          | 68,699.62                       | 34,800.38                          | 66.38%                |
|                                | UDT (Managed Svcs)                   | 35,000.00                  |                                 | -                                           | 35,000.00                           | 30349.43                        |                                    |                       |
|                                | UDT (Azure Storage)                  | 7,500.00                   |                                 | -                                           | 7,500.00                            | -                               |                                    |                       |
|                                | Information Consultants (Laserfiche) |                            |                                 | 13,500.00                                   | 13,500.00                           | 13,500.00                       |                                    |                       |
|                                | Liquid Web (Web Site Host)           | 2,000.00                   |                                 | -                                           | 2,000.00                            | 1,814.56                        |                                    |                       |
|                                | Global Relay (Email Archive)         | 20,000.00                  |                                 | -                                           | 20,000.00                           | 17,674.56                       |                                    |                       |
|                                | SHI - Xi Leap Cloud Svcs             | 23,000.00                  |                                 | -                                           | 23,000.00                           | 3,007.48                        |                                    |                       |
|                                | Other / Misc                         | 2,500.00                   |                                 | -                                           | 2,500.00                            | 2,353.59                        |                                    |                       |
| 001-0700-519-40                | Travel & Per Diem                    | 8,000.00                   |                                 | (67.00)                                     | 7,933.00                            | 2,710.25                        | 5,222.75                           | 34.16%                |
| 001-0700-519-41                | Communications                       | 51,800.00                  |                                 | -                                           | 51,800.00                           | 34,808.43                       | 16,991.57                          | 67.20%                |
| 001-0700-519-42                | Postage                              | -                          |                                 | 67.00                                       | 67.00                               | 66.96                           | 0.04                               | 99.94%                |
| 001-0700-519-44                | Rentals & Leases                     | 13,500.00                  |                                 | -                                           | 13,500.00                           | 3,340.32                        | 10,159.68                          | 24.74%                |
| 001-0700-519-46                | Repair & Maintenance                 | 10,000.00                  |                                 | 2,640.00                                    | 12,640.00                           | 12,639.41                       | 0.59                               | 100.00%               |
| 001-0700-519-51                | Office Supplies                      | 2,500.00                   |                                 | 410.00                                      | 2,910.00                            | 3,424.23                        | (514.23)                           | 117.67%               |
| 001-0700-519-52                | Operating Supplies                   | 25,000.00                  |                                 | (13,500.00)                                 | 11,500.00                           | 7,571.87                        | 3,928.13                           | 65.84%                |

Islamorada, Village of Islands  
FY 23-24 Budget Amendment  
June 30, 2024

EXHIBIT A

Fund: 001 - General Fund

| BUDGET                                                |                                 |                                             |                                     | FY 23-24 ACTUALS<br>(Unaudited) | FINAL BUDGET v<br>ACTUALS VARIANCE | Actual as % of Budget<br><br>Benchmark =<br>75% |
|-------------------------------------------------------|---------------------------------|---------------------------------------------|-------------------------------------|---------------------------------|------------------------------------|-------------------------------------------------|
| FY 23-24 Adopted<br>Budget                            | FY 23-24 Approved<br>Amendments | FY 23-24 Budget<br>Amendment -<br>Requested | Proposed FY 23-24<br>Amended Budget |                                 |                                    |                                                 |
|                                                       |                                 |                                             |                                     | as of 6/30/2024                 | Favorable / (Unfavorable)          |                                                 |
| 001-0700-519-54 Dues & Subscriptions                  | 77,800.00                       | (3,695.00)                                  | 74,105.00                           | 61,790.35                       | 12,314.65                          | 83.38%                                          |
| 001-0700-519-55 Training                              | 3,000.00                        | 645.00                                      | 3,645.00                            | 3,644.00                        | 1.00                               | 99.97%                                          |
|                                                       | <b>767,100.00</b>               | -                                           | <b>767,100.00</b>                   | <b>511,360.43</b>               | <b>255,739.57</b>                  | <b>66.66%</b>                                   |
| <b>Local Law Enforcement (MCSO)</b>                   |                                 |                                             |                                     |                                 |                                    |                                                 |
| 001-0800-521-12 Regular Salaries & Wages              | 57,900.00                       | -                                           | 57,900.00                           | 37,574.58                       | 20,325.42                          | 64.90%                                          |
| 001-0800-521-14 Overtime                              | 500.00                          | -                                           | 500.00                              | 62.55                           | 437.45                             | 12.51%                                          |
| 001-0800-521-21 Payroll Taxes                         | 4,500.00                        | -                                           | 4,500.00                            | 2,635.11                        | 1,864.89                           | 58.56%                                          |
| 001-0800-521-22 Retirement Contributions              | 8,200.00                        | -                                           | 8,200.00                            | 5,107.33                        | 3,092.67                           | 62.28%                                          |
| 001-0800-521-23 Employee Insurance Premiums           | 34,100.00                       | -                                           | 34,100.00                           | 4,333.80                        | 29,766.20                          | 12.71%                                          |
| 001-0800-521-31 Professional Services (MCSO Contract) | 2,773,000.00                    | -                                           | 2,773,000.00                        | 1,996,720.45                    | 776,279.55                         | 72.01%                                          |
| 001-0800-521-40 Travel & Per Diem                     | 5,000.00                        | (2,349.00)                                  | 2,651.00                            | 150.00                          | 2,501.00                           | 5.66%                                           |
| 001-0800-521-41 Communications                        | 7,500.00                        | -                                           | 7,500.00                            | 5,198.89                        | 2,301.11                           | 69.32%                                          |
| 001-0800-521-42 Freight & Postage                     | 500.00                          | -                                           | 500.00                              | 0.88                            | 499.12                             | 0.18%                                           |
| 001-0800-521-46 Repair & Maintenance                  | 5,000.00                        | 327.00                                      | 5,327.00                            | 5,326.88                        | 0.12                               | 100.00%                                         |
| 001-0800-521-51 Office Supplies & Expenses            | 2,500.00                        | -                                           | 2,500.00                            | 1,378.94                        | 1,121.06                           | 55.16%                                          |
| 001-0800-521-52 Operating Supplies                    | 85,000.00                       | -                                           | 85,000.00                           | 58,385.44                       | 26,614.56                          | 68.69%                                          |
| 001-0800-521-54 Dues & Subscriptions                  | 1,500.00                        | 2,022.00                                    | 3,522.00                            | 3,522.08                        | (0.08)                             | 100.00%                                         |
| 001-0800-521-55 Training                              | 5,000.00                        | -                                           | 5,000.00                            | -                               | 5,000.00                           | 0.00%                                           |
|                                                       | <b>2,990,200.00</b>             | -                                           | <b>2,990,200.00</b>                 | <b>2,120,396.93</b>             | <b>869,803.07</b>                  | <b>70.91%</b>                                   |

Fire Rescue

|                                             |              |   |              |              |            |        |
|---------------------------------------------|--------------|---|--------------|--------------|------------|--------|
| 001-0900-522-12 Regular Salaries & Wages    | 3,260,800.00 | - | 3,260,800.00 | 2,433,230.88 | 827,569.12 | 74.62% |
| 001-0900-522-13 Other Salaries & Wages      | 100,000.00   | - | 100,000.00   | 49,295.02    | 50,704.98  | 49.30% |
| 001-0900-522-14 Overtime                    | 591,400.00   | - | 591,400.00   | 373,172.15   | 218,227.85 | 63.10% |
| 001-0900-522-21 Payroll Taxes               | 302,400.00   | - | 302,400.00   | 216,527.57   | 85,872.43  | 71.60% |
| 001-0900-522-22 Retirement Contributions    | 1,249,400.00 | - | 1,249,400.00 | 873,664.33   | 375,735.67 | 69.93% |
| 001-0900-522-23 Employee Insurance Premiums | 513,400.00   | - | 513,400.00   | 427,648.01   | 85,751.99  | 83.30% |

Islamorada, Village of Islands  
FY 23-24 Budget Amendment  
June 30, 2024

EXHIBIT A

| Fund: 001 - General Fund |                                    | BUDGET                     |                                 |                                             |                                     | FY 23-24 ACTUALS<br>(Unaudited)<br><br>as of 6/30/2024 | FINAL BUDGET v<br>ACTUALS VARIANCE<br><br>Favorable / (Unfavorable) | Actual as % of Budget<br><br>Benchmark =<br>75% |
|--------------------------|------------------------------------|----------------------------|---------------------------------|---------------------------------------------|-------------------------------------|--------------------------------------------------------|---------------------------------------------------------------------|-------------------------------------------------|
|                          |                                    | FY 23-24 Adopted<br>Budget | FY 23-24 Approved<br>Amendments | FY 23-24 Budget<br>Amendment -<br>Requested | Proposed FY 23-24<br>Amended Budget |                                                        |                                                                     |                                                 |
|                          |                                    |                            |                                 |                                             |                                     |                                                        |                                                                     |                                                 |
| 001-0900-522-31          | Professional Services              | 93,500.00                  |                                 | -                                           | 93,500.00                           | 75,820.00                                              | 17,680.00                                                           | 81.09%                                          |
|                          | Professional ER Svcs (Medical Dir) | 65,000.00                  |                                 | -                                           | 65,000.00                           | 52,672.00                                              |                                                                     |                                                 |
|                          | Prof Practice Spt (EMS Billing)    | 5,000.00                   |                                 | -                                           | 5,000.00                            | -                                                      |                                                                     |                                                 |
|                          | Collection Information Bureau      | 1,000.00                   |                                 | -                                           | 1,000.00                            | -                                                      |                                                                     |                                                 |
|                          | LifeScan Wellness                  | 20,000.00                  |                                 | -                                           | 20,000.00                           | 22,080.00                                              |                                                                     |                                                 |
|                          | Other / Misc                       | 2,500.00                   |                                 | -                                           | 2,500.00                            | 1,068.00                                               |                                                                     |                                                 |
| 001-0900-522-40          | Travel & Per Diem                  | 30,000.00                  |                                 | -                                           | 30,000.00                           | 6,188.27                                               | 23,811.73                                                           | 20.63%                                          |
| 001-0900-522-41          | Communications                     | 51,500.00                  |                                 | -                                           | 51,500.00                           | 39,567.99                                              | 11,932.01                                                           | 76.83%                                          |
| 001-0900-522-42          | Freight & Postage                  | 1,500.00                   | 1,000.00                        |                                             | 2,500.00                            | 1,795.84                                               | 704.16                                                              | 71.83%                                          |
| 001-0900-522-43          | Utilities                          | 38,000.00                  |                                 | -                                           | 38,000.00                           | 22,128.33                                              | 15,871.67                                                           | 58.23%                                          |
| 001-0900-522-44          | Rentals & Leases                   | 200,000.00                 |                                 | -                                           | 200,000.00                          | 190,101.60                                             | 9,898.40                                                            | 95.05%                                          |
| 001-0900-522-45          | Insurance                          | 20,000.00                  | 10,000.00                       | 92.00                                       | 30,092.00                           | 30,092.14                                              | (0.14)                                                              | 100.00%                                         |
| 001-0900-522-46          | Repair & Maintenance               | 220,000.00                 |                                 | -                                           | 220,000.00                          | 180,301.25                                             | 39,698.75                                                           | 81.96%                                          |
| 001-0900-522-49          | Other Expenses                     | -                          | 500.00                          | 1,534.00                                    | 2,034.00                            | 2,033.85                                               | 0.15                                                                | 99.99%                                          |
| 001-0900-522-51          | Office Supplies & Expenses         | 10,000.00                  |                                 | -                                           | 10,000.00                           | 2,588.24                                               | 7,411.76                                                            | 25.88%                                          |
| 001-0900-522-52          | Operating Supplies                 | 307,000.00                 | (11,500.00)                     | (1,626.00)                                  | 293,874.00                          | 152,928.39                                             | 140,945.61                                                          | 52.04%                                          |
| 001-0900-522-54          | Dues & Subscriptions               | 50,000.00                  |                                 | -                                           | 50,000.00                           | 41,354.23                                              | 8,645.77                                                            | 82.71%                                          |
| 001-0900-522-55          | Training                           | 45,000.00                  |                                 | -                                           | 45,000.00                           | 20,049.78                                              | 24,950.22                                                           | 44.56%                                          |
|                          |                                    | 7,083,900.00               | -                               | -                                           | 7,083,900.00                        | 5,138,487.87                                           | 1,945,412.13                                                        | 72.54%                                          |
| Code Compliance          |                                    |                            |                                 |                                             |                                     |                                                        |                                                                     |                                                 |
| 001-1100-524-12          | Regular Salaries & Wages           | 131,400.00                 |                                 | -                                           | 131,400.00                          | 75,465.87                                              | 55,934.13                                                           | 57.43%                                          |
| 001-1100-524-14          | Overtime                           | 7,500.00                   |                                 | -                                           | 7,500.00                            | 1,764.11                                               | 5,735.89                                                            | 23.52%                                          |

Islamorada, Village of Islands  
FY 23-24 Budget Amendment  
June 30, 2024

EXHIBIT A

| Fund: 001 - General Fund           |                                                    | BUDGET                     |                                 |                                             |                                     | FY 23-24 ACTUALS<br>(Unaudited) | FINAL BUDGET v<br>ACTUALS VARIANCE | Actual as % of Budget |
|------------------------------------|----------------------------------------------------|----------------------------|---------------------------------|---------------------------------------------|-------------------------------------|---------------------------------|------------------------------------|-----------------------|
|                                    |                                                    | FY 23-24 Adopted<br>Budget | FY 23-24 Approved<br>Amendments | FY 23-24 Budget<br>Amendment -<br>Requested | Proposed FY 23-24<br>Amended Budget |                                 |                                    |                       |
|                                    |                                                    |                            |                                 |                                             |                                     | as of 6/30/2024                 | Favorable / (Unfavorable)          | Benchmark =<br>75%    |
| 001-1100-524-21                    | Payroll Taxes                                      | 10,700.00                  |                                 | -                                           | 10,700.00                           | 5,752.04                        | 4,947.96                           | 53.76%                |
| 001-1100-524-22                    | Retirement Contributions                           | 19,400.00                  |                                 | -                                           | 19,400.00                           | 10,480.11                       | 8,919.89                           | 54.02%                |
| 001-1100-524-23                    | Employee Insurance Premiums                        | 25,300.00                  |                                 | -                                           | 25,300.00                           | 5,772.92                        | 19,527.08                          | 22.82%                |
| 001-1100-524-31                    | Professional Services                              | 20,000.00                  |                                 | -                                           | 20,000.00                           | 4,169.00                        | 15,831.00                          | 20.85%                |
|                                    | Billing, Cochran, Lyles, et. al. (Code Magistrate) | 15,000.00                  |                                 | -                                           | 15,000.00                           | 3,981.00                        |                                    |                       |
|                                    | Monroe Cty Clerk of Courts (recordings)            | 5,000.00                   |                                 | -                                           | 5,000.00                            | 188.00                          |                                    |                       |
| 001-1100-524-40                    | Travel & Per Diem                                  | 4,000.00                   |                                 | (888.00)                                    | 3,112.00                            | 1,769.37                        | 1,342.63                           | 56.86%                |
| 001-1100-524-41                    | Communications                                     | 5,000.00                   |                                 | -                                           | 5,000.00                            | 3,031.22                        | 1,968.78                           | 60.62%                |
| 001-1100-524-42                    | Freight & Postage                                  | 2,500.00                   |                                 | -                                           | 2,500.00                            | 1,271.11                        | 1,228.89                           | 50.84%                |
| 001-1100-524-46                    | Repair & Maintenance                               | 10,000.00                  | (2,500.00)                      |                                             | 7,500.00                            | 3,231.66                        | 4,268.34                           | 43.09%                |
| 001-1100-524-48                    | PR/Advertising                                     | -                          |                                 | 888.00                                      | 888.00                              | 887.65                          | 0.35                               | 99.96%                |
| 001-1100-524-51                    | Office Supplies & Other Expenses                   | 2,500.00                   |                                 | -                                           | 2,500.00                            | 955.34                          | 1,544.66                           | 38.21%                |
| 001-1100-524-52                    | Operating Supplies                                 | 5,000.00                   |                                 | -                                           | 5,000.00                            | 3,093.48                        | 1,906.52                           | 61.87%                |
| 001-1100-524-54                    | Dues & Subscriptions                               | 29,300.00                  | 2,500.00                        |                                             | 31,800.00                           | 31,638.00                       | 162.00                             | 99.49%                |
| 001-1100-524-55                    | Training                                           | 4,000.00                   |                                 | -                                           | 4,000.00                            | 1,350.00                        | 2,650.00                           | 33.75%                |
|                                    |                                                    | 276,600.00                 | -                               | -                                           | 276,600.00                          | 150,631.88                      | 125,968.12                         | 54.46%                |
| Public Works - Roadway Maintenance |                                                    |                            |                                 |                                             |                                     |                                 |                                    |                       |
| 001-1200-541-12                    | Regular Salaries & Wages                           | 793,900.00                 |                                 | -                                           | 793,900.00                          | 514,326.36 *                    | 279,573.64                         | 64.78%                |
| 001-1200-541-14                    | Overtime                                           | 20,000.00                  |                                 | -                                           | 20,000.00                           | 19,626.98 *                     | 373.02                             | 98.13%                |
| 001-1200-541-21                    | Payroll Taxes                                      | 62,300.00                  |                                 | -                                           | 62,300.00                           | 40,291.59 *                     | 22,008.41                          | 64.67%                |
| 001-1200-541-22                    | Retirement Contributions                           | 109,200.00                 |                                 | -                                           | 109,200.00                          | 82,301.61 *                     | 26,898.39                          | 75.37%                |
| 001-1200-541-23                    | Life & Health Insurance                            | 138,000.00                 |                                 | -                                           | 138,000.00                          | 110,861.10 *                    | 27,138.90                          | 80.33%                |
| 001-1200-541-40                    | Travel & Per Diem                                  | 3,500.00                   |                                 | -                                           | 3,500.00                            | 2,146.71 *                      | 1,353.29                           | 61.33%                |
| 001-1200-541-41                    | Communications                                     | 18,000.00                  |                                 | -                                           | 18,000.00                           | 11,668.10 *                     | 6,331.90                           | 64.82%                |
| 001-1200-541-42                    | Freight & Postage                                  | -                          | 500.00                          |                                             | 500.00                              | 13.64 *                         | 486.36                             | 2.73%                 |
| 001-1200-541-43                    | Utilities                                          | 100,000.00                 |                                 | -                                           | 100,000.00                          | 54,993.02 *                     | 45,006.98                          | 54.99%                |

Islamorada, Village of Islands  
FY 23-24 Budget Amendment  
June 30, 2024

EXHIBIT A

| Fund: 001 - General Fund    |                                                 | BUDGET                     |                                 |                                             |                                     | FY 23-24 ACTUALS<br>(Unaudited) | FINAL BUDGET v<br>ACTUALS VARIANCE | Actual as % of Budget |
|-----------------------------|-------------------------------------------------|----------------------------|---------------------------------|---------------------------------------------|-------------------------------------|---------------------------------|------------------------------------|-----------------------|
|                             |                                                 | FY 23-24 Adopted<br>Budget | FY 23-24 Approved<br>Amendments | FY 23-24 Budget<br>Amendment -<br>Requested | Proposed FY 23-24<br>Amended Budget |                                 |                                    |                       |
|                             |                                                 |                            |                                 |                                             |                                     | as of 6/30/2024                 | Favorable / (Unfavorable)          | Benchmark =<br>75%    |
| 001-1200-541-44             | Rentals & Leases                                | 10,000.00                  |                                 | -                                           | 10,000.00                           | 7,169.58 *                      | 2,830.42                           | 71.70%                |
| 001-1200-541-46             | Repair & Maintenance                            | 370,000.00                 |                                 | -                                           | 370,000.00                          | 142,751.20 *                    | 227,248.80                         | 38.58%                |
|                             | <i>Elevator Inspections</i>                     | 3,500.00                   |                                 | -                                           | 3,500.00                            | 1,984.54                        |                                    |                       |
|                             | <i>Vehicle R&amp;M</i>                          | 32,000.00                  |                                 | -                                           | 32,000.00                           | 36,351.00                       |                                    |                       |
|                             | <i>Equipment R&amp;M</i>                        | 20,000.00                  |                                 | -                                           | 20,000.00                           | 2,644.00                        |                                    |                       |
|                             | <i>Building &amp; Facility R&amp;M</i>          | 50,000.00                  |                                 | -                                           | 50,000.00                           | 30,378.66                       |                                    |                       |
|                             | <i>Lower Mat Culvert Project</i>                | 5,000.00                   |                                 | -                                           | 5,000.00                            | -                               |                                    |                       |
|                             | <i>Fla Keys Aeration Canal Project R&amp;M</i>  | 15,000.00                  |                                 | -                                           | 15,000.00                           | 25,555.00                       |                                    |                       |
|                             | <i>Invasive Plant Removal (Stantec)</i>         | 25,000.00                  |                                 | -                                           | 25,000.00                           | 15,750.00                       |                                    |                       |
|                             | <i>Island Pride Cleaning Service</i>            | 15,000.00                  |                                 | -                                           | 15,000.00                           | 11,588.00                       |                                    |                       |
|                             | <i>Other Regular R&amp;M</i>                    | 4,500.00                   |                                 | -                                           | 4,500.00                            | 18,500.00                       |                                    |                       |
|                             | <i>Village Hall - seal joints &amp; repaint</i> | 200,000.00                 |                                 | -                                           | 200,000.00                          | x                               |                                    |                       |
| 001-1200-541-48             | PR/Advertising                                  | -                          |                                 | 328.00                                      | 328.00                              | 328.00                          |                                    |                       |
| 001-1200-541-51             | Office Supplies                                 | 3,000.00                   |                                 | 504.00                                      | 3,504.00                            | 3,503.91 *                      | 0.09                               | 100.00%               |
| 001-1200-541-52             | Operating Supplies                              | 170,000.00                 | (500.00)                        | (504.00)                                    | 168,996.00                          | 84,351.30 *                     | 84,644.70                          | 49.91%                |
| 001-1200-541-54             | Dues & Subscriptions                            | 1,700.00                   |                                 | -                                           | 1,700.00                            | 914.74 *                        | 785.26                             | 53.81%                |
| 001-1200-541-55             | Training                                        | 5,000.00                   |                                 | (328.00)                                    | 4,672.00                            | 698.00 *                        | 3,974.00                           | 14.94%                |
| 001-1200-541-99             | Allocation to Transportation Fund               | (1,173,000.00)             |                                 | -                                           | (1,173,000.00)                      | *                               | (1,173,000.00)                     | 0.00%                 |
|                             |                                                 | <b>631,600.00</b>          | <b>-</b>                        | <b>-</b>                                    | <b>631,272.00</b>                   | <b>1,075,945.84</b>             | <b>(444,345.84)</b>                | <b>170.44%</b>        |
| <b>Public Works - Fills</b> |                                                 |                            |                                 |                                             |                                     |                                 |                                    |                       |
| 001-1201-541-12             | Regular Salaries & Wages                        | 41,100.00                  |                                 | -                                           | 41,100.00                           | 29,272.58                       | 11,827.42                          | 71.22%                |
| 001-1201-541-14             | Overtime                                        | 120,000.00                 |                                 | -                                           | 120,000.00                          | 96,661.90                       | 23,338.10                          | 80.55%                |

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

| Fund: 001 - General Fund      |                                    | BUDGET                     |                                 |                                             |                                     | FY 23-24 ACTUALS<br>(Unaudited) | FINAL BUDGET v<br>ACTUALS VARIANCE | Actual as % of Budget<br><br>Benchmark =<br>75% |
|-------------------------------|------------------------------------|----------------------------|---------------------------------|---------------------------------------------|-------------------------------------|---------------------------------|------------------------------------|-------------------------------------------------|
|                               |                                    | FY 23-24 Adopted<br>Budget | FY 23-24 Approved<br>Amendments | FY 23-24 Budget<br>Amendment -<br>Requested | Proposed FY 23-24<br>Amended Budget |                                 |                                    |                                                 |
|                               |                                    |                            |                                 |                                             |                                     | as of 6/30/2024                 | Favorable / (Unfavorable)          |                                                 |
| 001-1201-541-21               | Payroll Taxes                      | 3,200.00                   | 1,000.00                        | 5,346.00                                    | 9,546.00                            | 9,546.72                        | (0.72)                             | 100.01%                                         |
| 001-1201-541-22               | Retirement Contributions           | 5,700.00                   |                                 | -                                           | 5,700.00                            | 4,100.49                        | 1,599.51                           | 71.94%                                          |
| 001-1201-541-23               | Employee Insurance Premiums        | 5,000.00                   |                                 | -                                           | 5,000.00                            | 2,961.04                        | 2,038.96                           | 59.22%                                          |
| 001-1201-541-44               | Rentals & Leases                   | 5,000.00                   | (1,000.00)                      | (4,000.00)                                  | -                                   | -                               | -                                  | #DIV/0!                                         |
| 001-1201-541-52               | Operating Supplies                 | 2,500.00                   |                                 | (1,346.00)                                  | 1,154.00                            | -                               | 1,154.00                           | 0.00%                                           |
|                               |                                    | <b>182,500.00</b>          | <b>-</b>                        | <b>-</b>                                    | <b>182,500.00</b>                   | <b>142,542.73</b>               | <b>39,957.27</b>                   | <b>78.11%</b>                                   |
| <u>Parks &amp; Recreation</u> |                                    |                            |                                 |                                             |                                     |                                 |                                    |                                                 |
| 001-1300-572-12               | Regular Salaries & Wages           | 1,011,500.00               |                                 | -                                           | 1,011,500.00                        | 576,328.18                      | 435,171.82                         | 56.98%                                          |
| 001-1300-572-13               | Other Salaries & Wages             | 209,400.00                 |                                 | -                                           | 209,400.00                          | 113,419.70                      | 95,980.30                          | 54.16%                                          |
| 001-1300-572-14               | Overtime                           | 40,000.00                  |                                 | -                                           | 40,000.00                           | 25,454.96                       | 14,545.04                          | 63.64%                                          |
| 001-1300-572-21               | Payroll Taxes                      | 96,500.00                  |                                 | -                                           | 96,500.00                           | 53,771.35                       | 42,728.65                          | 55.72%                                          |
| 001-1300-572-22               | Retirement Contributions           | 151,200.00                 |                                 | -                                           | 151,200.00                          | 72,950.09                       | 78,249.91                          | 48.25%                                          |
| 001-1300-572-23               | Employee Insurance Premiums        | 252,400.00                 |                                 | -                                           | 252,400.00                          | 243,229.39                      | 9,170.61                           | 96.37%                                          |
| 001-1300-572-31               | Professional Services              | 480,800.00                 |                                 | -                                           | 480,800.00                          | 292,067.80                      | 188,732.20                         | 60.75%                                          |
|                               | Swimming                           | 63,000.00                  |                                 | -                                           | 63,000.00                           | 14,252.00                       | 48,748.00                          | 22.62%                                          |
|                               | Synchronized Swimming              | 12,600.00                  |                                 | -                                           | 12,600.00                           | 9,688.00                        |                                    |                                                 |
|                               | Tennis                             | 202,500.00                 |                                 | -                                           | 202,500.00                          | 136,543.80                      |                                    |                                                 |
|                               | Fitness                            | 25,200.00                  |                                 | -                                           | 25,200.00                           | 25,000.00                       |                                    |                                                 |
|                               | Diving                             | 10,800.00                  |                                 | -                                           | 10,800.00                           | 7,242.00                        |                                    |                                                 |
|                               | Freediving                         | 12,600.00                  |                                 | -                                           | 12,600.00                           | -                               |                                    |                                                 |
|                               | Water Aerobics                     | 21,600.00                  |                                 | -                                           | 21,600.00                           | 15,113.00                       |                                    |                                                 |
|                               | Pool Rehab Consultant              | 100,000.00                 |                                 | -                                           | 100,000.00                          | 43,303.00                       |                                    |                                                 |
|                               | Concept Design - Pickleball Courts | 25,000.00                  |                                 | -                                           | 25,000.00                           | 14,544.00                       |                                    |                                                 |
|                               | Rollkall - weekend deputy detail   |                            |                                 | -                                           |                                     | 4,620.00                        |                                    |                                                 |
|                               | Other / Misc                       | 7,500.00                   |                                 | -                                           | 7,500.00                            | 21,762.00                       |                                    |                                                 |



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

| Fund: 001 - General Fund |                                         | BUDGET                     |                                 |                                             |                                     | FY 23-24 ACTUALS<br>(Unaudited) | FINAL BUDGET v<br>ACTUALS VARIANCE | Actual as % of Budget |
|--------------------------|-----------------------------------------|----------------------------|---------------------------------|---------------------------------------------|-------------------------------------|---------------------------------|------------------------------------|-----------------------|
|                          |                                         | FY 23-24 Adopted<br>Budget | FY 23-24 Approved<br>Amendments | FY 23-24 Budget<br>Amendment -<br>Requested | Proposed FY 23-24<br>Amended Budget |                                 |                                    |                       |
|                          |                                         |                            |                                 |                                             |                                     | as of 6/30/2024                 | Favorable / (Unfavorable)          | Benchmark =<br>75%    |
| 001-1300-572-40          | Travel & Per Diem                       | 3,000.00                   |                                 | -                                           | 3,000.00                            | 349.71                          | 2,650.29                           | 11.66%                |
| 001-1300-572-41          | Communications                          | 35,800.00                  |                                 | -                                           | 35,800.00                           | 13,374.73                       | 22,425.27                          | 37.36%                |
| 001-1300-572-42          | Freight & Postage                       | 500.00                     |                                 | -                                           | 500.00                              | 29.44                           | 470.56                             | 5.89%                 |
| 001-1300-572-43          | Utilities                               | 364,000.00                 |                                 | -                                           | 364,000.00                          | 230,646.09                      | 133,353.91                         | 63.36%                |
| 001-1300-572-44          | Rentals & Leases                        | 2,500.00                   |                                 | -                                           | 2,500.00                            | 1,036.06                        | 1,463.94                           | 41.44%                |
| 001-1300-572-46          | Repair & Maintenance                    | 111,000.00                 |                                 | -                                           | 111,000.00                          | 76,810.34                       | 34,189.66                          | 69.20%                |
| 001-1300-572-48          | PR / Advertising                        | 7,500.00                   |                                 | -                                           | 7,500.00                            | 4,361.50                        | 3,138.50                           | 58.15%                |
| 001-1300-572-51          | Office Supplies & Expenses              | 7,500.00                   |                                 | -                                           | 7,500.00                            | 4,788.79                        | 2,711.21                           | 63.85%                |
| 001-1300-572-52          | Operating Supplies                      | 200,000.00                 |                                 | (13,645.00)                                 | 186,355.00                          | 115,351.39                      | 71,003.61                          | 61.90%                |
| 001-1300-572-54          | Dues & Subscriptions                    | 4,000.00                   |                                 | -                                           | 4,000.00                            | 2,865.72                        | 1,134.28                           | 71.64%                |
| 001-1300-572-55          | Training                                | 3,000.00                   |                                 | -                                           | 3,000.00                            | 946.03                          | 2,053.97                           | 31.53%                |
| 001-1300-574-49          | Special Events                          | 40,000.00                  |                                 | 13,645.00                                   | 53,645.00                           | 53,645.58                       | (0.58)                             | 100.00%               |
|                          |                                         | <b>3,020,600.00</b>        |                                 | <b>-</b>                                    | <b>3,020,600.00</b>                 | <b>1,881,426.85</b>             | <b>1,139,173.15</b>                | <b>62.29%</b>         |
|                          |                                         |                            |                                 |                                             |                                     |                                 |                                    |                       |
| Transfers Out            |                                         |                            |                                 |                                             |                                     |                                 |                                    |                       |
| 001-9000-581-01          | Transfer to Transportation Fund (103)   | 831,200.00                 |                                 |                                             | 831,200.00                          | -                               | 831,200.00                         | 0.00%                 |
| 001-9000-581-06          | Transfer to Debt Service Fund (200)     | 305,000.00                 |                                 | -                                           | 305,000.00                          | 304,129.69                      | 870.31                             | 99.71%                |
|                          |                                         |                            |                                 |                                             |                                     |                                 |                                    |                       |
| 001-9000-581-08          | Transfer to Capital Projects Fund (300) | 300,000.00                 |                                 | -                                           | 300,000.00                          | -                               | 300,000.00                         | 0.00%                 |
|                          | General Purchases                       | 150,000.00                 |                                 | -                                           | 150,000.00                          | -                               |                                    |                       |
|                          | Landscape Mitigation                    | 150,000.00                 |                                 | -                                           | 150,000.00                          |                                 |                                    |                       |
|                          |                                         |                            |                                 |                                             |                                     |                                 |                                    |                       |
| 001-9000-581-43          | Transfer to Solid Waste Fund (102)      | 127,000.00                 |                                 | -                                           | 127,000.00                          | -                               | 127,000.00                         | 0.00%                 |
|                          |                                         | <b>1,563,200.00</b>        | <b>-</b>                        | <b>-</b>                                    | <b>1,563,200.00</b>                 | <b>304,129.69</b>               | <b>1,259,070.31</b>                | <b>19.46%</b>         |
|                          |                                         |                            |                                 |                                             |                                     |                                 |                                    |                       |
| Total Expenditures       |                                         | <b>22,090,600.00</b>       | <b>-</b>                        | <b>-</b>                                    | <b>22,090,272.00</b>                | <b>15,046,319.83</b>            | <b>7,044,280.17</b>                | <b>68.11%</b>         |

| Fund: 001 - General Fund                     |                                             | BUDGET                     |                                 |                                             |                                     | FY 23-24 ACTUALS<br>(Unaudited) | FINAL BUDGET v<br>ACTUALS VARIANCE | Actual as % of Budget |
|----------------------------------------------|---------------------------------------------|----------------------------|---------------------------------|---------------------------------------------|-------------------------------------|---------------------------------|------------------------------------|-----------------------|
|                                              |                                             | FY 23-24 Adopted<br>Budget | FY 23-24 Approved<br>Amendments | FY 23-24 Budget<br>Amendment -<br>Requested | Proposed FY 23-24<br>Amended Budget |                                 |                                    |                       |
|                                              |                                             |                            |                                 |                                             |                                     | as of 6/30/2024                 | Favorable / (Unfavorable)          | Benchmark =<br>75%    |
| REVENUES OVER/(UNDER) EXPENDITURES           |                                             | (202,100.00)               |                                 | 854,116.00                                  | 652,344.00                          | 5,666,144.25                    |                                    |                       |
| Addition to / (Use of) Fund Balance          |                                             |                            |                                 |                                             |                                     | 2,224,982.30                    |                                    |                       |
|                                              |                                             |                            |                                 |                                             |                                     |                                 |                                    |                       |
| Fund Balance - Ending, 9/30/2024 (Projected) |                                             |                            |                                 |                                             |                                     |                                 |                                    |                       |
| 001-280-000                                  | Fund Bal - Nonspendable                     | 262,600.00                 |                                 | -                                           | 262,600.00                          | 262,599.53                      |                                    |                       |
| 001-281-001                                  | Fund Bal - Restricted - MCSO Training       | 62,500.00                  |                                 | -                                           | 62,500.00                           | 73,242.06                       |                                    |                       |
| 001-282-002                                  | Fund Bal - Committed - Landscape Mitigation | 780,400.00                 |                                 | -                                           | 780,400.00                          | 861,739.13                      |                                    |                       |
| 001-283-000                                  | Fund Bal - Assigned - Hurricane Response    | 8,755,400.00               |                                 | -                                           | 8,755,400.00                        | 8,836,108.80                    |                                    |                       |
| 001-284-000                                  | Fund Bal - Unassigned                       | 4,541,800.00               |                                 | 854,116.00                                  | 5,395,916.00                        | 9,636,947.37                    |                                    |                       |
|                                              |                                             | 14,402,700.00              |                                 | 854,116.00                                  | 15,256,816.00                       | 19,670,636.89                   |                                    |                       |

Islamorada, Village of Islands  
FY 23-24 Budget Amendment  
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| Fund: 101 - Impact Fee Fund                  |                                                | BUDGET                     |                                 |                                             |                                     | FY 23-24 ACTUALS<br>(Unaudited) |
|----------------------------------------------|------------------------------------------------|----------------------------|---------------------------------|---------------------------------------------|-------------------------------------|---------------------------------|
|                                              |                                                | FY 23-24 Adopted<br>Budget | FY 23-24 Approved<br>Amendments | FY 23-24 Budget<br>Amendment -<br>Requested | Proposed FY 23-24<br>Amended Budget |                                 |
| as of 6/30/2024                              |                                                |                            |                                 |                                             |                                     |                                 |
| Fund Balance - Beginning, 10/1/2023          |                                                |                            |                                 |                                             |                                     |                                 |
| 101-282-000                                  | Fund Bal - Committed - Transportation Imp Fees | 683,500.00                 | -                               | -                                           | 683,500.00                          | 690,458.10                      |
| 101-282-001                                  | Fund Bal - Committed - Fire Rescue Imp Fees    | 500,000.00                 | -                               | -                                           | 500,000.00                          | 539,144.03                      |
| 101-282-002                                  | Fund Bal - Committed - Parks & Rec Imp Fees    | 1,286,400.00               | -                               | -                                           | 1,286,400.00                        | 1,193,846.37                    |
|                                              |                                                | 2,469,900.00               |                                 | -                                           | 2,469,900.00                        | 2,423,448.50                    |
|                                              |                                                |                            |                                 |                                             |                                     |                                 |
| Revenues                                     |                                                |                            |                                 |                                             |                                     |                                 |
| 101-324-110                                  | Impact Fees - Fire Rescue - Residential        | 30,000.00                  | -                               | 7,109.00                                    | 37,109.00                           | 37,108.69                       |
| 101-324-120                                  | Impact Fees - Fire Rescue - Commercial         | -                          | 27,000.00                       |                                             | 27,000.00                           | 26,798.95                       |
| 101-324-310                                  | Impact Fees - Transportation - Residential     | 40,000.00                  | -                               | 1,775.00                                    | 41,775.00                           | 41,774.14                       |
| 101-324-610                                  | Impact Fees - Parks & Recreation - Residential | 150,000.00                 | -                               | -                                           | 150,000.00                          | 148,885.25                      |
| 101-324-620                                  | Impact Fees - Parks & Recreation - Commercial  | -                          | 2,000.00                        |                                             | 2,000.00                            | 1,830.55                        |
| 101-361-000                                  | Interest Revenue                               | 20,000.00                  |                                 | 73,960.00                                   | 93,960.00                           | 93,959.39                       |
|                                              | Total Revenues                                 | 240,000.00                 | 29,000.00                       | 82,844.00                                   | 351,844.00                          | 350,356.97                      |
|                                              |                                                |                            |                                 |                                             |                                     |                                 |
| Expenditures                                 |                                                |                            |                                 |                                             |                                     |                                 |
| 101-9000-581-91                              | Transfer to Cap Proj Fund                      | 899,000.00                 | -                               | -                                           | 899,000.00                          | -                               |
|                                              | Fire (Storage Building)                        | 170,000.00                 | -                               | -                                           | 170,000.00                          | 5,900.00                        |
|                                              | Parks & Rec ( GTH Improvements)                | 110,000.00                 | -                               | -                                           | 110,000.00                          | 484,333.60                      |
|                                              | Parks & Rec (KTCP Boardwalk)                   | 12,000.00                  | -                               | -                                           | 12,000.00                           | 14,069.25                       |
|                                              | Parks & Rec (Plantation Tropical Preserve)     | 607,000.00                 | -                               | -                                           | 607,000.00                          | -                               |
|                                              | Total Expenditures                             | 899,000.00                 | -                               | -                                           | 899,000.00                          | -                               |
|                                              |                                                |                            |                                 |                                             |                                     |                                 |
|                                              | REVENUES OVER/(UNDER) EXPENDITURES             | (659,000.00)               | 29,000.00                       | 82,844.00                                   | (547,156.00)                        | 350,356.97                      |
|                                              | Addition to / (Use of) Fund Balance            |                            |                                 |                                             |                                     | (178,254.54)                    |
|                                              |                                                |                            |                                 |                                             |                                     |                                 |
| Fund Balance - Ending, 9/30/2024 (Projected) |                                                |                            |                                 |                                             |                                     |                                 |
| 101-282-000                                  | Fund Bal - Committed - Transportation Imp Fees | 723,500.00                 | -                               | 1,775.00                                    | 725,275.00                          | 732,232.24                      |
| 101-282-001                                  | Fund Bal - Committed - Fire Rescue Imp Fees    | 360,000.00                 | -                               | 7,109.00                                    | 394,109.00                          | 603,051.67                      |
| 101-282-002                                  | Fund Bal - Committed - Parks & Rec Imp Fees    | 727,400.00                 | -                               | 73,960.00                                   | 803,360.00                          | 1,344,562.17                    |
|                                              |                                                | 1,810,900.00               | -                               | 82,844.00                                   | 1,922,744.00                        | 2,679,846.08                    |

| Fund: 104 - Affordable Housing Fund                 |                                                | BUDGET                     |                                 |                                             |                                     | FY 23-24 ACTUALS<br>(Unaudited)<br><br>as of 6/30/2024 | FINAL BUDGET v<br>ACTUALS VARIANCE<br><br>Favorable / (Unfavorable) | Actual as % of Budget<br><br>Benchmark =<br>75% |
|-----------------------------------------------------|------------------------------------------------|----------------------------|---------------------------------|---------------------------------------------|-------------------------------------|--------------------------------------------------------|---------------------------------------------------------------------|-------------------------------------------------|
|                                                     |                                                | FY 23-24 Adopted<br>Budget | FY 23-24 Approved<br>Amendments | FY 23-24 Budget<br>Amendment -<br>Requested | Proposed FY 23-24<br>Amended Budget |                                                        |                                                                     |                                                 |
|                                                     |                                                |                            |                                 |                                             |                                     |                                                        |                                                                     |                                                 |
| <b>Fund Balance - Beginning, 10/1/2023</b>          |                                                |                            |                                 |                                             |                                     |                                                        |                                                                     |                                                 |
| 104-282-000                                         | Fund Bal - Committed                           | 1,141,700.00               | -                               |                                             | 1,141,700.00                        | 1,175,790.72                                           |                                                                     |                                                 |
|                                                     |                                                | <b>1,141,700.00</b>        | <b>-</b>                        |                                             | <b>1,141,700.00</b>                 | <b>1,175,790.72</b>                                    |                                                                     |                                                 |
|                                                     |                                                |                            |                                 |                                             |                                     |                                                        |                                                                     |                                                 |
| <b>Revenues</b>                                     |                                                |                            |                                 |                                             |                                     |                                                        |                                                                     |                                                 |
| 104-324-410                                         | Impact Fees - Affordable Housing - Residential | 100,000.00                 | -                               | 7,040.00                                    | 107,040.00                          | 107,040.12                                             | 0.12                                                                | 100.00%                                         |
| 104-324-420                                         | Impact Fees - Affordable Housing - Commercial  | 5,000.00                   | 75,000.00                       |                                             | 80,000.00                           | 74,419.16                                              | (5,580.84)                                                          | 93.02%                                          |
| 104-361-100                                         | Interest Revenue                               | 15,000.00                  | -                               | 42,980.00                                   | 57,980.00                           | 57,979.56                                              | (0.44)                                                              | 100.00%                                         |
| 104-383-001                                         | Aff Hsng Lease Proceeds                        | 5,300.00                   | -                               |                                             | 5,300.00                            | -                                                      | (5,300.00)                                                          | 0.00%                                           |
| 104-369-000                                         | Miscellaneous Revenue                          | -                          | 600.00                          |                                             | 600.00                              | 600.00                                                 | -                                                                   | 100.00%                                         |
|                                                     | <b>Total Revenues</b>                          | <b>125,300.00</b>          | <b>75,600.00</b>                | <b>50,020.00</b>                            | <b>250,920.00</b>                   | <b>240,038.84</b>                                      | <b>(10,881.16)</b>                                                  | <b>95.66%</b>                                   |
|                                                     |                                                |                            |                                 |                                             |                                     |                                                        |                                                                     |                                                 |
| <b>Expenditures</b>                                 |                                                |                            |                                 |                                             |                                     |                                                        |                                                                     |                                                 |
| 104-0000-554-31                                     | Professional Services                          | 20,000.00                  | -                               |                                             | 20,000.00                           | 3,600.00                                               | 16,400.00                                                           | 18.00%                                          |
| 104-0000-554-83                                     | Grants & Aid to Private Citizens               | 30,000.00                  | -                               |                                             | 30,000.00                           | 10,000.00                                              | 20,000.00                                                           | 33.33%                                          |
|                                                     | <b>Total Expenditures</b>                      | <b>50,000.00</b>           | <b>-</b>                        | <b>-</b>                                    | <b>50,000.00</b>                    | <b>13,600.00</b>                                       | <b>36,400.00</b>                                                    | <b>27.20%</b>                                   |
| <b>REVENUES OVER/(UNDER) EXPENDITURES</b>           |                                                | <b>75,300.00</b>           | <b>75,600.00</b>                | <b>50,020.00</b>                            | <b>200,920.00</b>                   | <b>226,438.84</b>                                      |                                                                     |                                                 |
| Addition to / (Use of) Fund Balance                 |                                                |                            |                                 |                                             |                                     | (74,226.53)                                            |                                                                     |                                                 |
|                                                     |                                                | #                          |                                 |                                             |                                     |                                                        |                                                                     |                                                 |
|                                                     |                                                |                            |                                 |                                             |                                     |                                                        |                                                                     |                                                 |
| <b>Fund Balance - Ending, 9/30/2024 (Projected)</b> |                                                |                            |                                 |                                             |                                     |                                                        |                                                                     |                                                 |
| 104-282-000                                         | Fund Bal - Committed                           | 1,217,000.00               | 75,600.00                       | 50,020.00                                   | 1,342,620.00                        | 1,402,229.56                                           |                                                                     |                                                 |
|                                                     |                                                | <b>1,217,000.00</b>        | <b>75,600.00</b>                | <b>50,020.00</b>                            | <b>1,342,620.00</b>                 | <b>1,402,229.56</b>                                    |                                                                     |                                                 |

Islamorada, Village of Islands  
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EXHIBIT A

| Fund 107 - Building Fund            |                                               | BUDGET                     |                                 |                                          |                                     | FY 23-24 ACTUALS<br>(Unaudited)<br><br>as of 6/30/2024 | FINAL BUDGET v<br>ACTUALS VARIANCE<br><br>Favorable / (Unfavorable) | Actual as % of Budget<br><br>Benchmark =<br>75% |
|-------------------------------------|-----------------------------------------------|----------------------------|---------------------------------|------------------------------------------|-------------------------------------|--------------------------------------------------------|---------------------------------------------------------------------|-------------------------------------------------|
|                                     |                                               | FY 23-24 Adopted<br>Budget | FY 23-24 Approved<br>Amendments | FY 23-24 Budget<br>Amendment - Requested | Proposed FY 23-24<br>Amended Budget |                                                        |                                                                     |                                                 |
|                                     |                                               |                            |                                 |                                          |                                     |                                                        |                                                                     |                                                 |
| Fund Balance - Beginning, 10/1/2023 |                                               |                            |                                 |                                          |                                     |                                                        |                                                                     |                                                 |
| 107-281-000                         | Fund Bal - Restricted - Other Bldg Activities | 754,000.00                 | -                               |                                          | 754,000.00                          | 450,052.98                                             |                                                                     |                                                 |
| 107-282-000                         | Fund Bal - Committed - Fla Bldg Code Enf      | 256,100.00                 | -                               |                                          | 256,100.00                          | 253,938.62                                             |                                                                     |                                                 |
|                                     |                                               | 1,010,100.00               | -                               |                                          | 1,010,100.00                        | 703,991.60                                             |                                                                     |                                                 |
|                                     |                                               |                            |                                 |                                          |                                     |                                                        |                                                                     |                                                 |
| Revenues                            |                                               |                            |                                 |                                          |                                     |                                                        |                                                                     |                                                 |
| 107-316-000                         | Contractor Registration Fees                  | 25,000.00                  | -                               |                                          | 25,000.00                           | 16,423.00                                              | (8,577.00)                                                          | 65.69%                                          |
| 107-322-000                         | Building Permit Fees                          | 1,800,000.00               | -                               |                                          | 1,800,000.00                        | 1,220,753.54                                           | (579,246.46)                                                        | 67.82%                                          |
| 107-361-001                         | Interest Revenue                              | 10,000.00                  | -                               | 18,702.00                                | 10,000.00                           | 28,701.54                                              | 18,701.54                                                           | 287.02%                                         |
| 107-369-000                         | Miscellaneous Revenue                         | -                          |                                 | 12,770.00                                | -                                   | 12,766.89                                              | 12,766.89                                                           |                                                 |
|                                     | Total Revenues                                | 1,835,000.00               | -                               | 31,472.00                                | 1,835,000.00                        | 1,278,644.97                                           | (556,355.03)                                                        | 69.68%                                          |
|                                     |                                               |                            |                                 |                                          |                                     |                                                        |                                                                     |                                                 |
| Expenditures                        |                                               |                            |                                 |                                          |                                     |                                                        |                                                                     |                                                 |
| 107-1000-524-12                     | Regular Salaries & Wages                      | 754,700.00                 | -                               |                                          | 754,700.00                          | 413,722.29                                             | 340,977.71                                                          | 54.82%                                          |
| 107-1000-524-14                     | Overtime                                      | 25,000.00                  | -                               |                                          | 25,000.00                           | 7,596.09                                               | 17,403.91                                                           | 30.38%                                          |
| 107-1000-524-21                     | Payroll Taxes                                 | 59,700.00                  | -                               |                                          | 59,700.00                           | 31,963.46                                              | 27,736.54                                                           | 53.54%                                          |
| 107-1000-524-22                     | Retirement Plan Contributions                 | 109,000.00                 | -                               |                                          | 109,000.00                          | 57,719.92                                              | 51,280.08                                                           | 52.95%                                          |
| 107-1000-524-23                     | Employee Insurance Benefits                   | 76,100.00                  | -                               |                                          | 76,100.00                           | 79,630.00                                              | (3,530.00)                                                          | 104.64%                                         |
| 107-1000-524-24                     | Workers' Compensation                         | 12,000.00                  | -                               |                                          | 12,000.00                           | 7,514.70                                               | 4,485.30                                                            | 62.62%                                          |
| 107-1000-524-31                     | Professional Services                         | 833,000.00                 | -                               | (26,640.00)                              | 806,360.00                          | 506,602.82                                             | 299,757.18                                                          | 62.83%                                          |
|                                     | Harris Computers                              | 3,000.00                   | -                               |                                          | 3,000.00                            | -                                                      |                                                                     |                                                 |
|                                     | M T Causley (Inspections & Plans Rvw)         | 400,000.00                 | -                               |                                          | 400,000.00                          | 126,271.82                                             |                                                                     |                                                 |
|                                     | All Aspects (Inspections & Plans Rvw)         | 180,000.00                 | -                               |                                          | 180,000.00                          | 36,720.00                                              |                                                                     |                                                 |
|                                     | Lori Lehr (Watershed Mgmt Plan)               | 120,000.00                 | -                               |                                          | 120,000.00                          | 50,450.00                                              |                                                                     |                                                 |
|                                     | Weiss, Serota (legal services)                | -                          | -                               |                                          | -                                   | 100.00                                                 |                                                                     |                                                 |
|                                     | DBPR (Fees to State)                          | 30,000.00                  | -                               |                                          | 30,000.00                           | 6,569.57                                               |                                                                     |                                                 |
|                                     | Building Fee Analysis Consultant              | 100,000.00                 | -                               |                                          | 100,000.00                          | -                                                      |                                                                     |                                                 |
| 107-1000-524-40                     | Travel & Per Diem                             | 10,000.00                  | -                               |                                          | 10,000.00                           | 3,015.82                                               | 6,984.18                                                            | 30.16%                                          |
| 107-1000-524-41                     | Communications                                | 6,000.00                   | -                               |                                          | 6,000.00                            | 3,375.75                                               | 2,624.25                                                            | 56.26%                                          |
| 107-1000-524-42                     | Freight & Postage                             | 2,500.00                   | -                               |                                          | 2,500.00                            | 337.83                                                 | 2,162.17                                                            | 13.51%                                          |
| 107-1000-524-45                     | Insurance                                     | 15,000.00                  | -                               |                                          | 15,000.00                           | 9,050.70                                               | 5,949.30                                                            | 60.34%                                          |
| 107-1000-524-46                     | Repair & Maintenance                          | 5,000.00                   | -                               |                                          | 5,000.00                            | -                                                      | 5,000.00                                                            | 0.00%                                           |

Islamorada, Village of Islands  
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EXHIBIT A

| Fund 107 - Building Fund                     |                                               | BUDGET                     |                                 |                                          |                                     | FY 23-24 ACTUALS<br>(Unaudited) | FINAL BUDGET v<br>ACTUALS VARIANCE | Actual as % of Budget<br><br>Benchmark =<br>75% |
|----------------------------------------------|-----------------------------------------------|----------------------------|---------------------------------|------------------------------------------|-------------------------------------|---------------------------------|------------------------------------|-------------------------------------------------|
|                                              |                                               | FY 23-24 Adopted<br>Budget | FY 23-24 Approved<br>Amendments | FY 23-24 Budget<br>Amendment - Requested | Proposed FY 23-24<br>Amended Budget |                                 |                                    |                                                 |
|                                              |                                               |                            |                                 |                                          |                                     | as of 6/30/2024                 | Favorable / (Unfavorable)          |                                                 |
| 107-1000-524-48                              | PR / Advertising                              | 500.00                     | -                               |                                          | 500.00                              | -                               | 500.00                             | 0.00%                                           |
| 107-1000-524-51                              | Office Supplies & Other Expenses              | 10,000.00                  | -                               |                                          | 10,000.00                           | 1,096.55                        | 8,903.45                           | 10.97%                                          |
| 107-1000-524-52                              | Operating Supplies                            | 10,000.00                  | -                               |                                          | 10,000.00                           | 2,017.27                        | 7,982.73                           | 20.17%                                          |
| 107-1000-524-54                              | Dues & Subscriptions                          | 44,000.00                  |                                 | 24,300.00                                | 68,300.00                           | 68,296.00                       | 4.00                               | 99.99%                                          |
| 107-1000-524-55                              | Training                                      | 7,500.00                   | -                               |                                          | 7,500.00                            | 2,512.00                        | 4,988.00                           | 33.49%                                          |
| 107-1000-524-63                              | Capital Outlay - Furniture & Equipment        | -                          |                                 | 2,340.00                                 | 2,340.00                            | 2,340.00                        | -                                  | 100.00%                                         |
| 107-1000-524-64                              | Capital Outlay - Vehicles                     | 60,000.00                  | -                               |                                          | 60,000.00                           | -                               | 60,000.00                          | 0.00%                                           |
| 107-9000-581-01                              | Transfer to General Fund                      | 84,000.00                  | -                               |                                          | 84,000.00                           | -                               | 84,000.00                          | 0.00%                                           |
| Total Expenditures                           |                                               | 2,124,000.00               | -                               | -                                        | 2,124,000.00                        | 1,196,791.20                    | 927,208.80                         | 56.35%                                          |
| REVENUES OVER/(UNDER) EXPENDITURES           |                                               | (289,000.00)               | -                               |                                          | (289,000.00)                        | 81,853.77                       |                                    |                                                 |
| Addition to / (Use of) Fund Balance          |                                               |                            |                                 |                                          |                                     | 43,948.10                       |                                    |                                                 |
|                                              |                                               |                            |                                 |                                          |                                     |                                 |                                    |                                                 |
| Fund Balance - Ending, 9/30/2024 (Projected) |                                               |                            |                                 |                                          |                                     |                                 |                                    |                                                 |
| 107-281-000                                  | Fund Bal - Restricted - Other Bldg Activities | 452,500.00                 | -                               |                                          | 452,500.00                          | 2,889,961.33                    |                                    |                                                 |
| 107-282-000                                  | Fund Bal - Committed - Fla Bldg Code Enf      | 268,600.00                 | -                               |                                          | 268,600.00                          | 278,410.80                      |                                    |                                                 |
|                                              |                                               | 721,100.00                 | -                               | -                                        | 721,100.00                          | 785,845.37                      |                                    |                                                 |

Islamorada, Village of Islands  
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EXHIBIT A

| Fund: 300 - Capital Project Fund    |                                            | BUDGET                     |                                 |                                             |                                     | FY 23-24 ACTUALS<br>(Unaudited)<br><br>as of 6/30/2024 | FINAL BUDGET v<br>ACTUALS VARIANCE<br><br>Favorable / (Unfavorable) | Actual as % of Budget<br><br>Benchmark =<br>75% |
|-------------------------------------|--------------------------------------------|----------------------------|---------------------------------|---------------------------------------------|-------------------------------------|--------------------------------------------------------|---------------------------------------------------------------------|-------------------------------------------------|
|                                     |                                            | FY 23-24 Adopted<br>Budget | FY 23-24 Approved<br>Amendments | FY 23-24 Budget<br>Amendment -<br>Requested | Proposed FY 23-24<br>Amended Budget |                                                        |                                                                     |                                                 |
|                                     |                                            |                            |                                 |                                             |                                     |                                                        |                                                                     |                                                 |
| Fund Balance - Beginning, 10/1/2023 |                                            |                            |                                 |                                             |                                     |                                                        |                                                                     |                                                 |
| 300-282-001                         | Fund Bal - Restricted - Disc Sales Surtax  | 4,232,500.00               | -                               | -                                           | 4,232,500.00                        | 4,180,124.13                                           |                                                                     |                                                 |
| 300-283-000                         | Fund Bal - Assigned                        | 3,880,500.00               | -                               | -                                           | 3,880,500.00                        | 3,880,500.00                                           |                                                                     |                                                 |
|                                     |                                            | <u>8,113,000.00</u>        | <u>-</u>                        | <u>-</u>                                    | <u>8,113,000.00</u>                 | <u>8,060,624.13</u>                                    |                                                                     |                                                 |
|                                     |                                            |                            |                                 |                                             |                                     |                                                        |                                                                     |                                                 |
| Revenues                            |                                            |                            |                                 |                                             |                                     |                                                        |                                                                     |                                                 |
| 300-312-600                         | Local Govt Discretionary Sales Surtax      | \$ 3,500,000.00            | \$ -                            | \$ -                                        | \$ 3,500,000.00                     | \$ 2,305,231.93                                        | (1,194,768.07)                                                      | 65.86%                                          |
|                                     | 90% for Capital / Infrastructure Purposes  | 3,150,000.00               | -                               | -                                           | 3,150,000.00                        | 1,817,265.50                                           |                                                                     |                                                 |
|                                     | 10% Limit for General Purposes             | 350,000.00                 | -                               | -                                           | 350,000.00                          | 201,918.39                                             |                                                                     |                                                 |
|                                     |                                            |                            |                                 | -                                           |                                     |                                                        |                                                                     |                                                 |
| 300-334-701                         | FDEP - Rec Trails Pgm Grant (KTCP)         | 200,000.00                 | -                               | -                                           | 200,000.00                          | -                                                      | (200,000.00)                                                        | 0.00%                                           |
|                                     |                                            |                            |                                 | -                                           |                                     |                                                        |                                                                     |                                                 |
| 300-334-702                         | Assistance to Firefighters Grant           | -                          | 80,700.00                       | -                                           | 80,700.00                           | 80,684.45                                              | (15.55)                                                             | 99.98%                                          |
|                                     |                                            |                            |                                 | -                                           |                                     |                                                        |                                                                     |                                                 |
| 300-334-704                         | Stewardship Act Grant Proceeds             | 1,584,100.00               | -                               | -                                           | 1,726,100.00                        | 792,858.75                                             | (933,241.25)                                                        | 45.93%                                          |
|                                     | LPA0422 - Canal #116 (backfill)            | 1,469,100.00               | -                               | -                                           | 1,469,100.00                        | 792,858.75                                             |                                                                     |                                                 |
|                                     | LPA - Canal #114                           | -                          | 142,000.00                      | -                                           | 142,000.00                          |                                                        |                                                                     |                                                 |
|                                     | LPA#### - Canal #147                       | 70,000.00                  | -                               | -                                           | 70,000.00                           | -                                                      |                                                                     |                                                 |
|                                     | LPA#### - Canal #132                       | 45,000.00                  | -                               | -                                           | 45,000.00                           | -                                                      |                                                                     |                                                 |
|                                     |                                            |                            |                                 | -                                           |                                     |                                                        |                                                                     |                                                 |
| 300-334-706                         | Legislative Funding                        | 340,000.00                 | -                               | -                                           | 340,000.00                          | -                                                      | (340,000.00)                                                        | 0.00%                                           |
|                                     |                                            |                            |                                 | -                                           |                                     |                                                        |                                                                     |                                                 |
| 300-337-701                         | TDC Bricks & Mortar Grant                  | 999,500.00                 | -                               | -                                           | 999,500.00                          | -                                                      | (999,500.00)                                                        | 0.00%                                           |
|                                     | Splash Pad Renovation                      | 61,500.00                  | -                               | -                                           | 61,500.00                           | -                                                      |                                                                     |                                                 |
|                                     | Library Beach Playground                   | 245,000.00                 | -                               | -                                           | 245,000.00                          | -                                                      |                                                                     |                                                 |
|                                     | Green Turtle Hammock Pavilion              | 693,000.00                 | -                               | -                                           | 693,000.00                          | -                                                      |                                                                     |                                                 |
|                                     |                                            |                            |                                 |                                             |                                     |                                                        |                                                                     |                                                 |
| 300-361-100                         | Interest                                   | 50,000.00                  | -                               | 216,916.38                                  | 266,916.38                          | 266,916.38                                             | -                                                                   | 100.00%                                         |
|                                     |                                            |                            |                                 |                                             |                                     |                                                        |                                                                     |                                                 |
| 300-369-000                         | Miscellaneous Revenue                      | -                          | 6,650.00                        | -                                           | 6,650.00                            | 6,651.51                                               | 1.51                                                                | 100.02%                                         |
|                                     |                                            |                            |                                 |                                             |                                     |                                                        |                                                                     |                                                 |
| 300-381-000                         | Transfer from General Fund (001)           | 300,000.00                 | -                               | -                                           | 300,000.00                          | -                                                      | (300,000.00)                                                        | 0.00%                                           |
|                                     | General Fund for General Capital Purchases | 150,000.00                 | -                               | -                                           | 150,000.00                          | -                                                      |                                                                     |                                                 |
|                                     | Landscape Mitigation (from General Fund)   | 150,000.00                 | -                               | -                                           | 150,000.00                          | -                                                      |                                                                     |                                                 |

Islamorada, Village of Islands  
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EXHIBIT A

| Fund: 300 - Capital Project Fund |                                                  | BUDGET                     |                                 |                                             |                                     | FY 23-24 ACTUALS<br>(Unaudited) | FINAL BUDGET v<br>ACTUALS VARIANCE | Actual as % of Budget<br><br>Benchmark =<br>75% |
|----------------------------------|--------------------------------------------------|----------------------------|---------------------------------|---------------------------------------------|-------------------------------------|---------------------------------|------------------------------------|-------------------------------------------------|
|                                  |                                                  | FY 23-24 Adopted<br>Budget | FY 23-24 Approved<br>Amendments | FY 23-24 Budget<br>Amendment -<br>Requested | Proposed FY 23-24<br>Amended Budget |                                 |                                    |                                                 |
|                                  |                                                  |                            |                                 |                                             |                                     |                                 |                                    |                                                 |
|                                  |                                                  |                            |                                 |                                             |                                     | as of 6/30/2024                 | Favorable / (Unfavorable)          |                                                 |
| 300-381-101                      | Transfer from Impact Fee Fund                    | 899,000.00                 | -                               |                                             | 899,000.00                          | -                               | (899,000.00)                       | 0.00%                                           |
|                                  | Fire (Storage Building)                          | 170,000.00                 | -                               |                                             | 170,000.00                          | 5,900.00                        |                                    |                                                 |
|                                  | Parks & Rec (GTH Improvements)                   | 607,000.00                 | -                               |                                             | 607,000.00                          | 484,333.60                      |                                    |                                                 |
|                                  | Parks & Rec (KTCP Boardwalk)                     | 12,000.00                  | -                               |                                             | 12,000.00                           | 14,069.25                       |                                    |                                                 |
|                                  | Parks & Rec (Plantation Tropical Preserve)       | 110,000.00                 | -                               |                                             | 110,000.00                          | -                               |                                    |                                                 |
| 300-388-100                      | Sale of General Capital Assets                   | -                          | 4,000.00                        |                                             | 42,000.00                           | 41,950.89                       | (49.11)                            | 99.88%                                          |
| Total Revenues                   |                                                  | 7,872,600.00               | 4,000.00                        | 216,916.38                                  | 8,273,516.38                        | 3,494,293.91                    | (4,866,558.43)                     | 42.23%                                          |
| Expenditures                     |                                                  |                            |                                 |                                             |                                     |                                 |                                    |                                                 |
| Village Manager                  |                                                  |                            |                                 |                                             |                                     |                                 |                                    |                                                 |
| 300-0300-512-62                  | Canal Restoration Project - #132                 | 45,000.00                  | -                               |                                             | 45,000.00                           | 19,098.87                       | 25,901.13                          | 42.44%                                          |
| 300-0300-512-66                  | Canal Restoration Project - #116 (back filling)  | 1,469,100.00               | -                               |                                             | 1,469,100.00                        | 1,454,626.90                    | 14,473.10                          | 99.01%                                          |
| 300-0300-512-68                  | Canal Restoration Project - #147 (back filling)  | 50,000.00                  | -                               |                                             | 50,000.00                           | 27,769.92                       | 22,230.08                          | 55.54%                                          |
| 300-0300-515-64                  | Capital Outlay - Planning                        | -                          | -                               | 1,872.00                                    | 1,872.00                            | 1,872.00                        | -                                  | 100.00%                                         |
| 300-0300-515-68                  | Capital Outlay-Land Acquisition                  | -                          | 785,000.00                      |                                             | 792,656.75                          | 792,656.75                      | -                                  | 100.00%                                         |
| IT & Communications              |                                                  |                            |                                 |                                             |                                     |                                 |                                    |                                                 |
| 300-0700-519-64                  | Capital Outlay - IT & Communications             | 50,000.00                  | 2,440.00                        |                                             | 52,440.00                           | 52,440.22                       | (0.22)                             | 100.00%                                         |
| Local Law Enforcement (MCSO)     |                                                  |                            |                                 |                                             |                                     |                                 |                                    |                                                 |
| 300-0800-521-31                  | Prof Svcs - Local Law Enf (Vehicle Amortization) | 145,000.00                 | -                               |                                             | 145,000.00                          | 108,126.72                      | 36,873.28                          | 74.57%                                          |
| Fire Rescue                      |                                                  |                            |                                 |                                             |                                     |                                 |                                    |                                                 |
| 300-0900-522-61                  | Saferoom & Floodproofing (HMGP Grant)            | 500,000.00                 | -                               |                                             | 500,000.00                          | 88,557.73                       | 411,442.27                         | 17.71%                                          |
| 300-0900-522-62                  | Storage Building for Portable Generators         | 300,000.00                 | -                               |                                             | 300,000.00                          | 5,900.00                        | 294,100.00                         | 1.97%                                           |
| 300-0900-522-63                  | Critical Power (HMGP Grant)                      | 693,000.00                 | -                               |                                             | 693,000.00                          | 457,743.54                      | 235,256.46                         | 66.05%                                          |
| 300-0900-522-64                  | Capital Outlay - Fire Rescue                     | 609,500.00                 | -                               |                                             | 609,500.00                          | 102,510.00                      | 506,990.00                         | 16.82%                                          |
|                                  | 2023 Rescue                                      | 450,000.00                 | -                               |                                             | 450,000.00                          | -                               |                                    |                                                 |
|                                  | New Fire Hoses for Vehicles                      | 23,000.00                  | -                               |                                             | 23,000.00                           | -                               |                                    |                                                 |
|                                  | Conex for fire equipment storage                 | 17,500.00                  | -                               |                                             | 17,500.00                           | -                               |                                    |                                                 |
|                                  | SCBA bottles (25) & Protective wraps (50)        | 47,000.00                  | -                               |                                             | 47,000.00                           | 59,765.00                       |                                    |                                                 |



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Islamorada, Village of Islands  
FY 23-24 Budget Amendment  
June 30, 2024

EXHIBIT A

| Fund: 300 - Capital Project Fund             |                                           | BUDGET                     |                                 |                                             |                                     | FY 23-24 ACTUALS<br>(Unaudited) | FINAL BUDGET v<br>ACTUALS VARIANCE | Actual as % of Budget |
|----------------------------------------------|-------------------------------------------|----------------------------|---------------------------------|---------------------------------------------|-------------------------------------|---------------------------------|------------------------------------|-----------------------|
|                                              |                                           | FY 23-24 Adopted<br>Budget | FY 23-24 Approved<br>Amendments | FY 23-24 Budget<br>Amendment -<br>Requested | Proposed FY 23-24<br>Amended Budget |                                 |                                    |                       |
|                                              |                                           |                            |                                 |                                             |                                     | as of 6/30/2024                 | Favorable / (Unfavorable)          | Benchmark =<br>75%    |
| Resident Entrance                            |                                           | 25,000.00                  | -                               |                                             | 25,000.00                           | -                               |                                    |                       |
| 300-1300-572-65                              | Founders Park ADA Inclusive Playground    | 550,000.00                 | -                               |                                             | 550,000.00                          | -                               | 550,000.00                         | 0.00%                 |
| 300-1200-541-67                              | Solar Lighting Replacement Project        | 350,000.00                 | -                               |                                             | 350,000.00                          | 216,283.50                      | 133,716.50                         | 61.80%                |
|                                              |                                           | 110,000.00                 |                                 |                                             | 110,000.00                          | 15,875.56                       | 94,124.44                          | 14.43%                |
| 300-1300-572-71                              | Splash Pad Renovation                     | 75,000.00                  | -                               |                                             | 75,000.00                           |                                 | 75,000.00                          | 0.00%                 |
| 300-1300-572-72                              | Great Lawn Event Electric & Lighting      | 10,000.00                  | -                               |                                             | 10,000.00                           | 6,168.00                        | 3,832.00                           | 61.68%                |
| Transfers Out                                |                                           |                            |                                 |                                             |                                     |                                 |                                    |                       |
| 300-9000-581-93                              | Transfer to Wastewater Ent (402) Fund     | 1,000,000.00               | -                               |                                             | 1,000,000.00                        | 91,510.76                       | 908,489.24                         | 9.15%                 |
| Total Expenditures                           |                                           | 8,592,900.00               | 843,540.00                      | 9,780.00                                    | 9,451,408.75                        | 4,683,046.55                    | 4,770,830.20                       | 49.55%                |
| REVENUES OVER/(UNDER) EXPENDITURES           |                                           | (720,300.00)               | (839,540.00)                    | 207,136.38                                  | (1,177,892.37)                      | (1,188,752.64)                  |                                    |                       |
| Addition to / (Use of) Fund Balance          |                                           |                            |                                 |                                             |                                     | 285,663.69                      |                                    |                       |
| Fund Balance - Ending, 9/30/2023 (Projected) |                                           |                            |                                 |                                             |                                     |                                 |                                    |                       |
| 300-282-001                                  | Fund Bal - Restricted - Disc Sales Surtax | 4,705,200.00               | (839,540.00)                    | 207,136.38                                  | 4,072,796.38                        | 3,543,572.76                    |                                    |                       |
| 300-283-000                                  | Fund Bal - Assigned                       | 2,687,500.00               | -                               | -                                           | 2,687,500.00                        | 3,328,298.73                    |                                    |                       |
|                                              |                                           | 7,392,700.00               | (839,540.00)                    | 207,136.38                                  | 6,935,107.63                        | 6,871,871.49                    |                                    |                       |

Islamorada, Village of Islands  
FY 23-24 Budget Amendment  
June 30, 2024

EXHIBIT A

| Fund: 401 - Marina Enterprise Fund                      |                                             | BUDGET                     |                                 |                                             |                                     | FY 23-24 ACTUALS<br>(Unaudited) | FINAL BUDGET v<br>ACTUALS VARIANCE | Actual as % of Budget |
|---------------------------------------------------------|---------------------------------------------|----------------------------|---------------------------------|---------------------------------------------|-------------------------------------|---------------------------------|------------------------------------|-----------------------|
|                                                         |                                             | FY 23-24 Adopted<br>Budget | FY 23-24 Approved<br>Amendments | FY 23-24 Budget<br>Amendment -<br>Requested | Proposed FY 23-24<br>Amended Budget |                                 |                                    |                       |
|                                                         |                                             |                            |                                 |                                             |                                     | as of 6/30/2024                 | Favorable / (Unfavorable)          | Benchmark =<br>75%    |
| <b>Net Position</b>                                     |                                             |                            |                                 |                                             |                                     |                                 |                                    |                       |
| 401-274-000                                             | Net Position - Investment in Capital Assets | 3,042,400.00               |                                 | -                                           | 3,042,400.00                        | 3,830,579.00                    |                                    |                       |
| 401-276-000                                             | Net Position - Unrestricted                 | 1,222,300.00               |                                 | -                                           | 1,222,300.00                        | 876,292.00                      |                                    |                       |
|                                                         |                                             | <b>4,264,700.00</b>        |                                 | <b>-</b>                                    | <b>4,264,700.00</b>                 | <b>4,706,871.00</b>             |                                    |                       |
| <b>CASH &amp; CASH EQUIVALENTS, Beginning 10/1/2023</b> |                                             |                            |                                 |                                             |                                     |                                 |                                    |                       |
|                                                         | Pooled Cash - Operating Account             | 1,221,600.00               |                                 | -                                           | 1,221,600.00                        | 1,190,200.38                    |                                    |                       |
|                                                         |                                             | <b>1,221,600.00</b>        |                                 | <b>-</b>                                    | <b>1,221,600.00</b>                 | <b>1,190,200.38</b>             |                                    |                       |
| <b>Revenues</b>                                         |                                             |                            |                                 |                                             |                                     |                                 |                                    |                       |
| 401-337-701                                             | Resilient Florida Grant                     | 1,000,000.00               |                                 | -                                           | 1,000,000.00                        | -                               | (1,000,000.00)                     | 0.00%                 |
| 401-337-702                                             | Monroe County Boating Improvement Grant     | 14,000.00                  |                                 | -                                           | 14,000.00                           | -                               | (14,000.00)                        | 0.00%                 |
| 401-347-501                                             | Dock Usage Fee                              | 1,000,000.00               |                                 | -                                           | 1,000,000.00                        | 757,282.72                      | (242,717.28)                       | 75.73%                |
| 401-347-502                                             | Diesel Fuel Sales                           | 140,000.00                 |                                 | -                                           | 140,000.00                          | 79,408.24                       | (60,591.76)                        | 56.72%                |
| 401-347-503                                             | Dock Utilities Charge                       | 80,000.00                  |                                 | -                                           | 80,000.00                           | 54,449.68                       | (25,550.32)                        | 68.06%                |
| 401-347-504                                             | Ramp Usage Fee                              | 50,000.00                  |                                 | -                                           | 50,000.00                           | 37,167.26                       | (12,832.74)                        | 74.33%                |
| 401-347-505                                             | Unleaded Fuel Sales                         | 400,000.00                 |                                 | -                                           | 400,000.00                          | 286,521.74                      | (113,478.26)                       | 71.63%                |
| 401-347-506                                             | Miscellaneous Revenue                       | 10,000.00                  |                                 | -                                           | 10,000.00                           | 8,405.59                        | (1,594.41)                         | 84.06%                |
| 401-361-100                                             | Interest                                    | 12,000.00                  |                                 | -                                           | 12,000.00                           | 48,655.74                       | 36,655.74                          | 405.46%               |
|                                                         | <b>Total Revenues</b>                       | <b>2,706,000.00</b>        |                                 | <b>-</b>                                    | <b>2,706,000.00</b>                 | <b>1,271,890.97</b>             | <b>(1,434,109.03)</b>              | <b>47.00%</b>         |
| <b>Expenses</b>                                         |                                             |                            |                                 |                                             |                                     |                                 |                                    |                       |
| <b>Debt Service</b>                                     |                                             |                            |                                 |                                             |                                     |                                 |                                    |                       |
| 401-1400-517-71                                         | Debt Service Principal                      | 12,000.00                  | 1,000.00                        |                                             | 13,000.00                           | 12,649.73                       | 350.27                             | 97.31%                |
| 401-1400-517-72                                         | Debt Service Interest                       | 2,000.00                   |                                 | -                                           | 2,000.00                            | 949.06                          | 1,050.94                           | 47.45%                |
| <b>Personnel</b>                                        |                                             |                            |                                 |                                             |                                     |                                 |                                    |                       |
| 401-1400-575-12                                         | Regular Salaries & Wages                    | 253,100.00                 |                                 | -                                           | 253,100.00                          | 188,596.24                      | 64,503.76                          | 74.51%                |
| 401-1400-575-14                                         | Overtime                                    | 10,000.00                  |                                 | -                                           | 10,000.00                           | 7,954.10                        | 2,045.90                           | 79.54%                |
| 401-1400-575-21                                         | Payroll Taxes                               | 20,200.00                  |                                 | -                                           | 20,200.00                           | 14,775.37                       | 5,424.63                           | 73.15%                |
| 401-1400-575-22                                         | Retirement Contributions                    | 34,500.00                  |                                 | -                                           | 34,500.00                           | 24,216.32                       | 10,283.68                          | 70.19%                |

| Fund: 401 - Marina Enterprise Fund                   |                                     | BUDGET                     |                                 |                                             |                                     | FY 23-24 ACTUALS<br>(Unaudited) | FINAL BUDGET v<br>ACTUALS VARIANCE | Actual as % of Budget |
|------------------------------------------------------|-------------------------------------|----------------------------|---------------------------------|---------------------------------------------|-------------------------------------|---------------------------------|------------------------------------|-----------------------|
|                                                      |                                     | FY 23-24 Adopted<br>Budget | FY 23-24 Approved<br>Amendments | FY 23-24 Budget<br>Amendment -<br>Requested | Proposed FY 23-24<br>Amended Budget |                                 |                                    |                       |
|                                                      |                                     |                            |                                 |                                             |                                     | as of 6/30/2024                 | Favorable / (Unfavorable)          | Benchmark =<br>75%    |
| 401-1400-575-23                                      | Life & Health Insurance             | 32,500.00                  |                                 | -                                           | 32,500.00                           | 25,691.89                       | 6,808.11                           | 79.05%                |
| 401-1400-575-24                                      | Workers' Compensation               | 4,200.00                   |                                 | -                                           | 4,200.00                            | 2,831.62                        | 1,368.38                           | 67.42%                |
| <u>Operating</u>                                     |                                     |                            |                                 |                                             |                                     |                                 |                                    |                       |
| 401-1400-575-31                                      | Professional Services               | 5,000.00                   |                                 | -                                           | 5,000.00                            | -                               | 5,000.00                           | 0.00%                 |
| 401-1400-575-41                                      | Communications                      | 16,000.00                  |                                 | -                                           | 16,000.00                           | 10,431.49                       | 5,568.51                           | 65.20%                |
| 401-1400-575-42                                      | Freight & Postage                   | 500.00                     |                                 | -                                           | 500.00                              | 6.30                            | 493.70                             | 1.26%                 |
| 401-1400-575-43                                      | Utilities                           | 141,000.00                 |                                 | -                                           | 141,000.00                          | 87,708.91                       | 53,291.09                          | 62.20%                |
| 401-1400-575-44                                      | Rentals & Leases                    | 1,000.00                   |                                 | -                                           | 1,000.00                            | -                               | 1,000.00                           | 0.00%                 |
| 401-1400-575-45                                      | Insurance                           | 95,000.00                  |                                 | -                                           | 95,000.00                           | 87,663.97                       | 7,336.03                           | 92.28%                |
| 401-1400-575-46                                      | Repairs & Maintenance               | 63,200.00                  |                                 | -                                           | 63,200.00                           | 55,297.31                       | 7,902.69                           | 87.50%                |
| 401-1400-575-48                                      | PR / Advertising                    | 25,000.00                  |                                 | -                                           | 25,000.00                           | 20,542.85                       | 4,457.15                           | 82.17%                |
| 401-1400-575-49                                      | Other Expenses                      | 50,000.00                  |                                 | 11,548.00                                   | 61,548.00                           | 61,547.39                       | 0.61                               | 100.00%               |
| 401-1400-575-51                                      | Office Supplies                     | 3,500.00                   |                                 | -                                           | 3,500.00                            | 1,394.70                        | 2,105.30                           | 39.85%                |
| 401-1400-575-52                                      | Operating Supplies                  | 400,000.00                 | (1,000.00)                      | (11,548.00)                                 | 387,452.00                          | 268,413.99                      | 119,038.01                         | 69.28%                |
| 401-1400-575-54                                      | Dues & Subscriptions                | 3,200.00                   |                                 | -                                           | 3,200.00                            | 1,442.49                        | 1,757.51                           | 45.08%                |
| <u>Capital Outlay</u>                                |                                     |                            |                                 |                                             |                                     |                                 |                                    |                       |
| 401-1400-575-63                                      | Breakwater Restoration              | 1,000,000.00               |                                 | -                                           | 1,000,000.00                        | -                               | 1,000,000.00                       | 0.00%                 |
| 401-1400-575-64                                      | Machinery & Equipment               | -                          | 64,000.00                       | -                                           | 64,000.00                           | 27,398.24                       | 36,601.76                          | 42.81%                |
|                                                      | Fire Suppression System Replacement | -                          | 25,000.00                       | -                                           | 25,000.00                           | 22,200.00                       |                                    |                       |
|                                                      | Fuel Tank Shade Structure           | -                          | 39,000.00                       | -                                           | 39,000.00                           | 5,198.24                        |                                    |                       |
| 401-1400-575-66                                      | Founders Park Boat Ramp II          | 64,000.00                  | (64,000.00)                     | -                                           | -                                   | -                               | -                                  | -                     |
|                                                      |                                     | <b>2,235,900.00</b>        | <b>-</b>                        | <b>-</b>                                    | <b>2,235,900.00</b>                 | <b>899,511.97</b>               | <b>1,336,388.03</b>                | <b>40.23%</b>         |
| <b>REVENUES OVER/(UNDER) EXPENSES</b>                |                                     | <b>470,100.00</b>          | <b>-</b>                        | <b>-</b>                                    | <b>470,100.00</b>                   | <b>372,379.00</b>               |                                    |                       |
| Addition to / (Use of) Net Position                  |                                     |                            |                                 |                                             |                                     | (9,182.13)                      |                                    |                       |
| <b>CASH &amp; CASH EQUIVALENTS, Ending 9/30/2024</b> |                                     |                            |                                 |                                             |                                     |                                 |                                    |                       |
|                                                      | Pooled Cash - Operating Account     | 1,691,700.00               |                                 | -                                           | 1,691,700.00                        | 1,562,579.38                    |                                    |                       |
|                                                      |                                     | <b>1,691,700.00</b>        | <b>-</b>                        | <b>-</b>                                    | <b>1,691,700.00</b>                 | <b>1,562,579.38</b>             |                                    |                       |

Islamorada, Village of Islands  
FY 23-24 Budget Amendment  
June 30, 2024

EXHIBIT A

| Fund: 402 - Wastewater Enterprise Fund                  |                                             | BUDGET                     |                                 |                                          |                                     | FY 23-24 ACTUALS<br>(Unaudited) | FINAL BUDGET v<br>ACTUALS VARIANCE | Actual as % of Budget |
|---------------------------------------------------------|---------------------------------------------|----------------------------|---------------------------------|------------------------------------------|-------------------------------------|---------------------------------|------------------------------------|-----------------------|
|                                                         |                                             | FY 23-24 Adopted<br>Budget | FY 23-24 Approved<br>Amendments | FY 23-24 Budget<br>Amendment - Requested | Proposed FY 23-24<br>Amended Budget |                                 |                                    |                       |
|                                                         |                                             |                            |                                 |                                          |                                     | as of 6/30/2024                 | Favorable / (Unfavorable)          | Benchmark =<br>75%    |
| <b>Net Position</b>                                     |                                             |                            |                                 |                                          |                                     |                                 |                                    |                       |
| 402-274-000                                             | Net Position - Investment in Capital Assets |                            |                                 |                                          |                                     | 71,344,452.15                   |                                    |                       |
| 402-276-000                                             | Net Position - Unrestricted                 |                            |                                 |                                          |                                     | 31,494,628.98                   |                                    |                       |
|                                                         |                                             |                            |                                 |                                          |                                     | <u>102,839,081.13</u>           |                                    |                       |
| <b>CASH &amp; CASH EQUIVALENTS, Beginning 10/1/2023</b> |                                             |                            |                                 |                                          |                                     |                                 |                                    |                       |
|                                                         | Pooled Cash - Operating Account             | 5,558,700.00               | -                               |                                          | 5,558,700.00                        | 5,795,300.27                    |                                    |                       |
|                                                         |                                             | <u>5,558,700.00</u>        | <u>-</u>                        |                                          | <u>5,558,700.00</u>                 | <u>5,795,300.27</u>             |                                    |                       |
| <hr/>                                                   |                                             |                            |                                 |                                          |                                     |                                 |                                    |                       |
| <b>Revenues</b>                                         |                                             |                            |                                 |                                          |                                     |                                 |                                    |                       |
| 402-325-101                                             | NPK Assessment Principal/Payoff             | 200,000.00                 | -                               |                                          | 200,000.00                          | 10,487.54                       | (189,512.46)                       | 5.24%                 |
| 402-325-104                                             | RSA Assessment Principal/Payoff             | 1,300,000.00               | -                               |                                          | 1,300,000.00                        | 45,532.76                       | (1,254,467.24)                     | 3.50%                 |
| 402-325-106                                             | Wastewater System Development Charges       | 100,000.00                 | 55,000.00                       | 57,000.00                                | 212,000.00                          | 211,930.43                      | (69.57)                            | 99.97%                |
| 402-331-200                                             | HMGP Grant                                  | 495,000.00                 | -                               |                                          | 495,000.00                          | -                               | (495,000.00)                       | 0.00%                 |
| 402-334-352                                             | LPA0087 Stewardship Act Grant               | 2,000,000.00               | -                               |                                          | 2,000,000.00                        | -                               | (2,000,000.00)                     | 0.00%                 |
| 402-334-706                                             | Legislative Appropriation                   | 150,000.00                 | -                               |                                          | 150,000.00                          | -                               | (150,000.00)                       | 0.00%                 |
| 402-343-501                                             | Wastewater Service Charge                   | 6,900,000.00               | -                               |                                          | 6,900,000.00                        | 5,289,161.34                    | (1,610,838.66)                     | 76.65%                |
| 402-361-100                                             | Interest                                    | 60,000.00                  | -                               | 203,808.00                               | 263,808.00                          | 263,808.51                      | 0.51                               | 100.00%               |
| 402-369-000                                             | Miscellaneous Revenue                       | -                          | 10,500.00                       | 27,645.00                                | 38,145.00                           | 38,144.51                       | (0.49)                             | 100.00%               |
| 402-381-000                                             | Transfer from Capital Projects Fund         | 1,000,000.00               | -                               |                                          | 1,000,000.00                        | 91,510.76                       | (908,489.24)                       | 9.15%                 |
| <b>Total Revenues</b>                                   |                                             | <u>12,205,000.00</u>       | <u>65,500.00</u>                | <u>288,453.00</u>                        | <u>12,558,953.00</u>                | <u>5,950,575.85</u>             | <u>(6,608,377.15)</u>              | <u>47.38%</u>         |
| <hr/>                                                   |                                             |                            |                                 |                                          |                                     |                                 |                                    |                       |
| <b>Expenses</b>                                         |                                             |                            |                                 |                                          |                                     |                                 |                                    |                       |
| <u>Debt Service</u>                                     |                                             |                            |                                 |                                          |                                     |                                 |                                    |                       |
| 402-1500-517-71                                         | Debt Service Principal                      | 4,002,500.00               | -                               |                                          | 4,002,500.00                        | 2,129,875.38                    | 1,872,624.62                       | 53.21%                |
| 402-1500-517-72                                         | Debt Service Interest                       | 1,335,500.00               | -                               |                                          | 1,335,500.00                        | 691,612.59                      | 643,887.41                         | 51.79%                |
| <u>Personnel</u>                                        |                                             |                            |                                 |                                          |                                     |                                 |                                    |                       |
| 402-1500-535-12                                         | Regular Salaries & Wages                    | 538,800.00                 | -                               |                                          | 538,800.00                          | 400,641.27                      | 138,158.73                         | 74.36%                |
| 402-1500-535-14                                         | Overtime                                    | 35,000.00                  | -                               | 2,251.00                                 | 37,251.00                           | 37,251.34                       | (0.34)                             | 100.00%               |
| 402-1500-535-21                                         | Payroll Taxes                               | 43,900.00                  | -                               |                                          | 43,900.00                           | 32,864.46                       | 11,035.54                          | 74.86%                |
| 402-1500-535-22                                         | Retirement Contributions                    | 80,000.00                  | -                               |                                          | 80,000.00                           | 59,787.86                       | 20,212.14                          | 74.73%                |
| 402-1500-535-23                                         | Life & Health Insurance                     | 110,000.00                 | -                               | 52,486.00                                | 162,486.00                          | 162,485.36                      | 0.64                               | 100.00%               |
| 402-1500-535-24                                         | Workers' Compensation                       | 10,000.00                  | -                               |                                          | 10,000.00                           | 6,175.56                        | 3,824.44                           | 61.76%                |

| Fund: 402 - Wastewater Enterprise Fund |                                        | BUDGET                     |                                 |                                          |                                     | FY 23-24 ACTUALS<br>(Unaudited)<br><br>as of 6/30/2024 | FINAL BUDGET v<br>ACTUALS VARIANCE<br><br>Favorable / (Unfavorable) | Actual as % of Budget<br><br>Benchmark =<br>75% |
|----------------------------------------|----------------------------------------|----------------------------|---------------------------------|------------------------------------------|-------------------------------------|--------------------------------------------------------|---------------------------------------------------------------------|-------------------------------------------------|
|                                        |                                        | FY 23-24 Adopted<br>Budget | FY 23-24 Approved<br>Amendments | FY 23-24 Budget<br>Amendment - Requested | Proposed FY 23-24<br>Amended Budget |                                                        |                                                                     |                                                 |
|                                        |                                        |                            |                                 |                                          |                                     |                                                        |                                                                     |                                                 |
| Operating                              |                                        |                            |                                 |                                          |                                     |                                                        |                                                                     |                                                 |
| 402-1500-535-31                        | Professional Services                  | 1,847,000.00               | -                               |                                          | 1,847,000.00                        | 1,227,141.51                                           | 619,858.49                                                          | 66.44%                                          |
|                                        | FKAA - Billing Services                | 165,000.00                 | -                               |                                          | 165,000.00                          | 99,035.10                                              |                                                                     |                                                 |
|                                        | Anser Advising - Assessment Consultant | 27,000.00                  | -                               |                                          | 27,000.00                           | 17,625.00                                              |                                                                     |                                                 |
|                                        | KLWTD - Treatment Costs                | 1,400,000.00               | -                               |                                          | 1,400,000.00                        | 888,549.59                                             |                                                                     |                                                 |
|                                        | Wade Trim - Engineering                | 150,000.00                 | -                               |                                          | 150,000.00                          | 106,931.07                                             |                                                                     |                                                 |
|                                        | RES (Water Quality Monitoring)         | 75,000.00                  | -                               |                                          | 75,000.00                           | 75,000.00                                              |                                                                     |                                                 |
|                                        | Marcum (Page Audit)                    | -                          | -                               |                                          | -                                   | 34,525.00                                              |                                                                     |                                                 |
|                                        | Raftelis (AIMS Support)                | 5,000.00                   | -                               |                                          | 5,000.00                            | 135.00                                                 |                                                                     |                                                 |
|                                        | Other / Misc                           | 25,000.00                  | -                               |                                          | 25,000.00                           | 5,340.75                                               |                                                                     |                                                 |
| 402-1500-535-40                        | Travel & Per Diem                      | 5,000.00                   | -                               |                                          | 5,000.00                            | 4,852.72                                               | 147.28                                                              | 97.05%                                          |
| 402-1500-535-41                        | Communications                         | 11,000.00                  | -                               |                                          | 11,000.00                           | 7,689.02                                               | 3,310.98                                                            | 69.90%                                          |
| 402-1500-535-42                        | Freight & Postage                      | -                          |                                 | 58.00                                    | 58.00                               | 58.75                                                  | (0.75)                                                              | 101.29%                                         |
| 402-1500-535-43                        | Utilities                              | 180,000.00                 | -                               |                                          | 180,000.00                          | 114,529.69                                             | 65,470.31                                                           | 63.63%                                          |
| 402-1500-535-44                        | Rentals & Leases                       | 65,000.00                  | -                               |                                          | 65,000.00                           | 48,385.85                                              | 16,614.15                                                           | 74.44%                                          |
| 402-1500-535-45                        | Insurance                              | 285,000.00                 | -                               |                                          | 285,000.00                          | 231,274.46                                             | 53,725.54                                                           | 81.15%                                          |
| 402-1500-535-46                        | Repairs & Maintenance                  | 510,000.00                 | -                               | (87,048.00)                              | 510,000.00                          | 384,132.16                                             | 125,867.84                                                          | 75.32%                                          |
|                                        | F J Nugent (repair parts)              | 30,000.00                  | -                               |                                          | 30,000.00                           | -                                                      |                                                                     |                                                 |
|                                        | K B Vacuum (pump repairs)              | 65,000.00                  | -                               |                                          | 65,000.00                           | 103,390.00                                             |                                                                     |                                                 |
|                                        | Page Excavating                        | 75,000.00                  | -                               |                                          | 75,000.00                           | 129,935.00                                             |                                                                     |                                                 |
|                                        | DoneRite Pumps                         | 50,000.00                  | -                               |                                          | 50,000.00                           | 5,100.00                                               |                                                                     |                                                 |
|                                        | Ferguson (Parts)                       | 25,000.00                  | -                               |                                          | 25,000.00                           | -                                                      |                                                                     |                                                 |
|                                        | Airvac (Vac System repairs & parts)    | 25,000.00                  | -                               |                                          | 25,000.00                           | 322.76                                                 |                                                                     |                                                 |
|                                        | Vehicle R&M                            | 15,000.00                  | -                               |                                          | 15,000.00                           | 3,049.11                                               |                                                                     |                                                 |
|                                        | Generator Maintenance (A1 Powerworks)  | 15,000.00                  | -                               |                                          | 15,000.00                           | 7,020.00                                               |                                                                     |                                                 |
|                                        | Overflow Tank Epoxy Coating            | 110,000.00                 | -                               |                                          | 110,000.00                          | -                                                      |                                                                     |                                                 |
|                                        | Various - Other / Misc                 | 100,000.00                 | -                               |                                          | 100,000.00                          | 135,315.29                                             |                                                                     |                                                 |
| 402-1500-535-48                        | PR / Advertising                       | 2,000.00                   | -                               |                                          | 2,000.00                            | 164.00                                                 | 1,836.00                                                            | 8.20%                                           |
| 402-1500-535-51                        | Office Supplies                        | 4,000.00                   | -                               | (2,000.00)                               | 2,000.00                            | 1,998.55                                               | 1.45                                                                | 99.93%                                          |
| 402-1500-535-52                        | Operating Supplies                     | 270,000.00                 | (1,000.00)                      | 72,200.00                                | 341,200.00                          | 341,186.03                                             | 13.97                                                               | 100.00%                                         |
| 402-1500-535-54                        | Dues & Subscriptions                   | 3,000.00                   | 1,000.00                        | 3,418.00                                 | 7,418.00                            | 7,418.00                                               | -                                                                   | 100.00%                                         |
| 402-1500-535-55                        | Training                               | 10,000.00                  | -                               |                                          | 10,000.00                           | 4,408.97                                               | 5,591.03                                                            | 44.09%                                          |

| Fund: 402 - Wastewater Enterprise Fund    |                                                                                        | BUDGET                     |                                 |                                          |                                     | FY 23-24 ACTUALS<br>(Unaudited)<br><br>as of 6/30/2024 | FINAL BUDGET v<br>ACTUALS VARIANCE<br><br>Favorable / (Unfavorable) | Actual as % of Budget<br><br>Benchmark =<br>75% |
|-------------------------------------------|----------------------------------------------------------------------------------------|----------------------------|---------------------------------|------------------------------------------|-------------------------------------|--------------------------------------------------------|---------------------------------------------------------------------|-------------------------------------------------|
|                                           |                                                                                        | FY 23-24 Adopted<br>Budget | FY 23-24 Approved<br>Amendments | FY 23-24 Budget<br>Amendment - Requested | Proposed FY 23-24<br>Amended Budget |                                                        |                                                                     |                                                 |
| <u>Capital Outlay</u>                     |                                                                                        |                            |                                 |                                          |                                     |                                                        |                                                                     |                                                 |
| 402-1500-535-62                           | SCADA (Star Controls)                                                                  | 250,000.00                 | -                               |                                          | 250,000.00                          | 184,450.50                                             | 65,549.50                                                           | 73.78%                                          |
| 402-1500-535-63                           | Capital Outlay - Infrastructure<br><i>Laterals &amp; Infra Adds/Vacuum Pits (Page)</i> | 350,000.00                 | -                               | 247,088.00                               | 597,088.00                          | 597,088.80                                             | (0.80)                                                              | 100.00%                                         |
| 402-1500-535-64                           | Capital Outlay - Machinery & Equipment<br><i>Security Cameras &amp; Badge Entrance</i> | 82,000.00                  | -                               |                                          | 82,000.00                           | 8,877.67                                               | 73,122.33                                                           | 10.83%                                          |
| 402-1500-535-65                           | NPK Pump Station Projects                                                              | 2,000,000.00               | -                               |                                          | 2,000,000.00                        | 8,160.91                                               | 1,991,839.09                                                        | 0.41%                                           |
| 402-1500-535-66                           | Capital Outlay - Generator Storage Bldg.                                               | 300,000.00                 | -                               |                                          | 300,000.00                          | 9,050.00                                               | 290,950.00                                                          |                                                 |
| 402-1500-535-67                           | Portable Gens & Floodproofing (HMGP)                                                   | 1,000,000.00               | -                               |                                          | 1,000,000.00                        | 463,024.71                                             | 536,975.29                                                          | 46.30%                                          |
|                                           |                                                                                        | <u>13,329,700.00</u>       | <u>-</u>                        | <u>288,453.00</u>                        | <u>13,705,201.00</u>                | <u>7,164,586.12</u>                                    | <u>6,540,614.88</u>                                                 | <u>52.28%</u>                                   |
| REVENUES OVER/(UNDER) EXPENSES            |                                                                                        | (1,124,700.00)             | 65,500.00                       | -                                        | (1,146,248.00)                      | (1,214,010.27)                                         |                                                                     |                                                 |
| Addition to / (Use of) Net Position       |                                                                                        |                            |                                 |                                          |                                     | 3,890,572.63                                           |                                                                     |                                                 |
|                                           |                                                                                        |                            |                                 |                                          |                                     |                                                        |                                                                     |                                                 |
| CASH & CASH EQUIVALENTS, Ending 9/30/2024 |                                                                                        |                            |                                 |                                          |                                     |                                                        |                                                                     |                                                 |
|                                           | Pooled Cash - Operating Account                                                        | 4,434,000.00               | 65,500.00                       | -                                        | 4,412,452.00                        | 4,581,290.00                                           |                                                                     |                                                 |
|                                           |                                                                                        | <u>4,434,000.00</u>        | <u>65,500.00</u>                | <u>-</u>                                 | <u>4,412,452.00</u>                 | <u>4,581,290.00</u>                                    |                                                                     |                                                 |

| Fund: 403 - Stormwater Fund                  |                                             | BUDGET                     |                                         |                                             |                                     | FY 23-24 ACTUALS<br>(Unaudited)<br><br>as of 6/30/2024 | FINAL BUDGET v<br>ACTUALS VARIANCE<br><br>Favorable / (Unfavorable) | Actual as % of Budget<br><br>Benchmark =<br>75% |
|----------------------------------------------|---------------------------------------------|----------------------------|-----------------------------------------|---------------------------------------------|-------------------------------------|--------------------------------------------------------|---------------------------------------------------------------------|-------------------------------------------------|
|                                              |                                             | FY 23-24 Adopted<br>Budget | FY 23-24 Budget<br>Amendment - Approved | FY 23-24 Budget<br>Amendment -<br>Requested | Proposed FY 23-24<br>Amended Budget |                                                        |                                                                     |                                                 |
|                                              |                                             |                            |                                         |                                             |                                     |                                                        |                                                                     |                                                 |
| Net Position                                 |                                             |                            |                                         |                                             |                                     | 1,894,193.61                                           |                                                                     |                                                 |
| 403-274-000                                  | Net Position - Investment in Capital Assets |                            |                                         |                                             |                                     | 410,191.91                                             |                                                                     |                                                 |
| 403-276-000                                  | Net Position - Unrestricted                 |                            |                                         |                                             |                                     | 2,304,385.52                                           |                                                                     |                                                 |
| CASH & CASH EQUIVALENTS, Beginning 10/1/2023 |                                             |                            |                                         |                                             |                                     |                                                        |                                                                     |                                                 |
| Pooled Cash - Operating Account              |                                             | 399,600.00                 | -                                       |                                             | 399,600.00                          | 416,385.52                                             |                                                                     |                                                 |
|                                              |                                             | 399,600.00                 | -                                       |                                             | 399,600.00                          | 416,385.52                                             |                                                                     |                                                 |
| Revenues                                     |                                             |                            |                                         |                                             |                                     |                                                        |                                                                     |                                                 |
| 403-325-200                                  | Stormwater Assessment                       | 201,700.00                 | 8,661.00                                | 17,322.31                                   | 227,683.31                          | 193,038.69                                             | (34,644.62)                                                         | 84.78%                                          |
| 403-361-000                                  | Interest Revenue                            | 3,000.00                   | -                                       | 15,359.98                                   | 18,359.98                           | 18,359.98                                              | -                                                                   | 100.00%                                         |
| Total Revenues                               |                                             | 204,700.00                 | 8,661.00                                | 32,682.29                                   | 246,043.29                          | 211,398.67                                             | (34,644.62)                                                         | 85.92%                                          |
| Expenses                                     |                                             |                            |                                         |                                             |                                     |                                                        |                                                                     |                                                 |
| Personnel                                    |                                             |                            |                                         |                                             |                                     |                                                        |                                                                     |                                                 |
| 403-1600-538-12                              | Regular Salaries & Wages                    | 14,400.00                  | -                                       |                                             | 14,400.00                           | 10,219.77                                              | 4,180.23                                                            | 70.97%                                          |
| 403-1600-538-21                              | Payroll Taxes                               | 1,100.00                   | -                                       |                                             | 1,100.00                            | 839.20                                                 | 260.80                                                              | 76.29%                                          |
| 403-1600-538-22                              | Retirement Contributions                    | 2,100.00                   | -                                       |                                             | 2,100.00                            | 1,386.85                                               | 713.15                                                              | 66.04%                                          |
| 403-1600-538-23                              | Life & Health Insurance                     | 1,100.00                   | -                                       |                                             | 1,100.00                            | 768.80                                                 | 331.20                                                              | 69.89%                                          |
| 403-1600-538-24                              | Workers' Compensation                       | 500.00                     | -                                       |                                             | 500.00                              | 154.59                                                 | 345.41                                                              | 30.92%                                          |
| Operating                                    |                                             |                            |                                         |                                             |                                     |                                                        |                                                                     |                                                 |
| 403-1600-538-31                              | Professional Services                       | 267,000.00                 | -                                       |                                             | 267,000.00                          | 4,875.00                                               | 262,125.00                                                          | 1.83%                                           |
| 403-1600-538-43                              | Utilities                                   | 1,000.00                   | -                                       |                                             | 1,000.00                            | 438.33                                                 | 561.67                                                              | 43.83%                                          |
| 403-1600-538-45                              | Insurance                                   | 500.00                     | -                                       |                                             | 500.00                              | 152.10                                                 | 347.90                                                              | 30.42%                                          |
| 403-1600-538-46                              | Repair & Maintenance                        | 25,000.00                  | -                                       |                                             | 25,000.00                           | 4,421.25                                               | 20,578.75                                                           | 17.69%                                          |
| 403-1600-538-48                              | PR / Advertising                            | 1,000.00                   | -                                       |                                             | 1,000.00                            | -                                                      | 1,000.00                                                            | 0.00%                                           |
| 403-1600-538-52                              | Operating Supplies                          | 5,000.00                   | -                                       |                                             | 5,000.00                            | -                                                      | 5,000.00                                                            | 0.00%                                           |
|                                              |                                             | 318,700.00                 | -                                       | -                                           | 318,700.00                          | 23,255.89                                              | 295,444.11                                                          | 7.30%                                           |
| REVENUES OVER/(UNDER) EXPENSES               |                                             | (114,000.00)               | 8,661.00                                | 32,682.29                                   | (72,656.71)                         | 188,142.78                                             |                                                                     |                                                 |
| Addition to / (Use of) Net Position          |                                             |                            |                                         |                                             |                                     | (33,080.00)                                            |                                                                     |                                                 |
| CASH & CASH EQUIVALENTS, Ending 9/30/2023    |                                             |                            |                                         |                                             |                                     |                                                        |                                                                     |                                                 |
| Pooled Cash - Operating Account              |                                             | 285,600.00                 | 8,661.00                                | 32,682.29                                   | 326,943.29                          | 604,528.30                                             |                                                                     |                                                 |
|                                              |                                             | 285,600.00                 | 8,661.00                                | 32,682.29                                   | 326,943.29                          | 604,528.30                                             |                                                                     |                                                 |





# Council Communication

**To:** Mayor and Village Council  
**From:** Terry Abel, Fire Chief, A.J. Engelmeyer, Public Works Director  
**Date:** October 8, 2024  
**SUBJECT:** **Resolution Approving Award of RFP 24-15 for Two Storage Buildings for Emergency Backup Generators TAB 17**

## **Background:**

### ***Acquisition of generators through FEMA funding***

Following damages suffered during Hurricane Irma in 2017, the Village obtained funding agreements through the FEMA Hazard Mitigation Grant Program ("HMGP") to purchase trailer-mounted generators to protect the Village's critical wastewater and fire rescue facilities.

A requirement of the HMGP funding agreement is that the trailer-mounted generators be stored at locations protected against a 500-year flood event or located outside the Special Flood Hazard Area (SFHA) and protected against wind with rated enclosures based on their location requirements. There are no existing Village facilities where it is possible to store the large trailer-mounted generators on a long-term basis to meet the requirements of the HMGP funding. As such, construction of the storage buildings for the trailer-mounted generators is a required step to complete the Emergency Backup Power Project established by FEMA and administered by the Florida Department of Emergency Management ("FDEM").

### ***Approval of state funding for storage buildings***

The Village requested and was approved for State Appropriations funding through the Florida State Legislature for 50% of the 2022 estimated construction costs for two wind-rated storage buildings to house the emergency backup generators. The State of Florida Department of Commerce (the "Commerce Department") is administering Grant Agreement HL218 to reimbursement funding of \$300,000.00 to fund 50% of the previously estimated construction costs. The Village accepted the grant through the adoption of Resolution No. 23-11-128. The term of the Commerce Department Grant Award Agreement is July 1, 2023 through June 30, 2025.

The storage buildings must be constructed on Village properties that meet the federal and state criteria of being located outside the Special Flood Hazard Area (SFHA) utilizing design plans to ensure the storage buildings are compliant with federal, state and local regulations to protect against wind. The Fire Rescue storage building will be constructed on the property behind Fire Station 20. The Wastewater Utility storage building will be constructed on the Middle Plantation Key Pump Station property. The designs for the storage buildings are complete and documentation for the building permits has been submitted.

### ***RFP for construction of generator storage buildings***

The Village issued Request for Proposals ("RFP") 24-15 on August 9, 2024 to solicit proposals

from experienced and qualified contractors to furnish all necessary expertise, personnel, tools, materials, equipment, and supervision to construct the generator storage buildings by the June 30, 2025 grant expiration deadline.

RFP 24-15 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 24-15, was published on DemandStar.com and on the Village's website from August 9, 2023, through the submittal deadline and was also publicized in the local newspaper, through email distribution to all construction contractors licensed in the Village and posted on the Village's social media pages.

**Analysis:**

The Village received one (1) proposal in response to RFP 24-15 by the RFP submittal deadline. The proposal was from CDWRE Construction LLC ("CDWRE") in the amount of One Million Seven Hundred Nineteen Thousand One Hundred and Sixty Two and 00/100 Dollars (\$1,719,162.00). To evaluate the responsiveness of the proposal, cost proposal and qualifications of the proposer, an Evaluation Committee (the "Committee") comprised of Fire Chief Terry Abel, Chief Building Official Sheila Denoncourt, and Wastewater and Public Works Director A.J. Engelmeyer was established. All evaluation committee members were in agreement that the bid was responsive, the contractor was qualified, the cost was within average new construction costs in the Florida Keys and the contractor could meet the stated deadline to complete construction by June 30, 2025.

Adoption of the proposed Resolution would approve the recommendation of the RFP 24-15 Evaluation Committee to award the project to CDWRE and authorize the Village Manager to enter into an Agreement with CDWRE at the proposed cost of One Million Seven Hundred Nineteen Thousand One Hundred and Sixty-Two and 00/100 Dollars (\$1,719,162.00).

Although the cost proposal is significantly higher than the construction estimate relied upon for the 2022 State Legislative funding request, upon evaluation, it was determined that the cost is approximately \$250.00 per square foot construction which is consistent with current construction costs in the Florida Keys. It is thought the engineering estimate of \$300,000.00 per building provided to the Village did not take into account the second floor/loft and cost was especially increased by the need to have a concrete floor for the second floor/loft to maintain the wind load requirements for the structure.

Further, although the cost is higher than expected, the Village is obligated to construct the storage buildings to meet the FEMA funding requirements and must move forward quickly to meet the June 2025 state funding deadline for partial reimbursement of the costs.

**Budget Impact:**

Because of the significant increase in anticipated costs, project funding will require FY 2024-25 budget amendments to reflect the proposed funding plan:

**Budgeted FY 2024-25 Funding (\$600,000)**

Capital Projects Fund Balance: \$150,000 (Legislative Appropriation)

Wastewater Enterprise Fund Balance: \$150,000 (Legislative Appropriation)

Wastewater Enterprise Fund: \$150,000 (Fund Balance)  
Fire Impact Fees: \$150,000 (Fund Balance)

**Additional Funding Required (\$1,120,000)**

Discretionary Sales Surtax: \$300,000  
Hurricane Reserve: \$260,000  
Wastewater Enterprise Fund Balance: \$160,000  
Fire Impact Fees: \$400,000

**Fund Balance Implications**

With the foregoing project funding plan, the resulting remaining FY 2024-25 fund balances from which project funding is derived are as follows:

*Discretionary Sales Surtax Fund Balance: \$2,000,000*  
*Hurricane Reserve: \$7,499,336*  
*Wastewater Enterprise Fund Balance: \$1,419,462*  
*Fire Impact Fees: \$97,100*

**Staff Impact:**

The Fire Chief would act as project manager to coordinate and oversee construction of the Fire Rescue generator storage building. Wastewater Utility staff would act as project manager to coordinate and oversee construction of the Wastewater Utility generator storage building. The Village's Procurement and Grants Administrator would ensure the Village complies with reporting requirements of the Grant Agreement and would submit the Village's cost reimbursement request to the Commerce Department.

**Recommendation:**

It is recommended that the Village Council adopt the proposed Resolution, thereby awarding the project to construct two storage buildings for emergency backup generators.

**Attachments:**

1. Resolution - Generator Storage Building Construction
2. Exhibit A -Agreement -Generator Storage Building Construction

**RESOLUTION NO. 24-**

**A RESOLUTION OF THE VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA, APPROVING THE RECOMMENDATION OF THE RFP 24-15 EVALUATION COMMITTEE FOR SELECTION OF A CONTRACTOR FOR THE GENERATOR STORAGE BUILDINGS CONSTRUCTION PROJECT; AUTHORIZING THE VILLAGE MANAGER AND VILLAGE ATTORNEY TO NEGOTIATE AN AGREEMENT FOR THE REQUESTED SERVICES; AUTHORIZING THE VILLAGE MANAGER TO EXECUTE THE AGREEMENT; APPROVING A BUDGET AMENDMENT; AUTHORIZING THE VILLAGE MANAGER TO EXPEND BUDGETED FUNDS; AND PROVIDING AN EFFECTIVE DATE**

**WHEREAS**, Islamorada, Village of Islands (the "Village") is statutorily charged with fire prevention and emergency management duties including planning, preparedness, response, recovery and mitigation for man-made and natural disasters; and

**WHEREAS**, the Village operates and maintains a Village-wide wastewater collection and transmission system that must maintain power to protect against sewage backups during and after hurricanes, other weather events or catastrophic events; and

**WHEREAS**, following damages suffered during Hurricane Irma in 2017, the Village obtained funding agreements through the FEMA Hazard Mitigation Grant Program ("HMGP") to purchase trailer-mounted generators to protect the Village's critical wastewater and fire rescue facilities; and

**WHEREAS**, a requirement of the HMGP funding agreement is that the trailer-mounted generators be stored at locations protected against a 500-year flood event and protected from wind with rated enclosures; and

**WHEREAS**, there are no existing Village facilities where it is possible to store the large trailer-mounted generators on a long-term basis to meet the requirements of the HMGP funding; and

**WHEREAS,** the Village has designs for the storage buildings that will be constructed on Village properties that meet the federal and state criteria of being located outside the Special Flood Hazard Area (SFHA) and compliant with federal, state and local regulations to protect against wind; and

**WHEREAS,** the Village requested and was approved for State Appropriations funding through the Florida State Legislature for 50% of the estimated construction costs for two wind-rated storage buildings to house the emergency backup generators with the State of Florida Department of Commerce (the "Commerce Department") administering the funding through Grant Agreement HL218 reimbursement funding of \$300,000.00 to fund the previously estimated 50% of the construction costs; and

**WHEREAS,** the previously estimated construction costs of \$300,000.00 per storage building, a total of \$600,000.00 to complete both structures did not take into account the concrete floor required for second level; and

**WHEREAS,** on August 9, 2024, the Village issued Request for Proposals (RFP) 24-15 to solicit proposals from qualified contractors to construct the Generator Storage Buildings (the "Project"); and

**WHEREAS,** one (1) proposal was received in response to RFP 24-15 by the bid submittal deadline and an Evaluation Committee (the "Committee") was established to review the responsive proposal and make a recommendation to the Village Council; and

**WHEREAS,** the Committee reviewed the one (1) proposal for qualifications and responsiveness to the criteria detailed in RFP 24-15 and recommends approval of CDWRE Construction LLC ("CDWRE") for the Project for an amount not to exceed One Million Seven Hundred Nineteen Thousand One Hundred and Sixty Two and 00/100 Dollars (\$1,719,162.00) and to complete the Project by the June 30 2025 grant funding deadline; and

**WHEREAS**, the Village Council finds that approval and selection of CDWRE and entering into an Agreement for construction of 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 CDWRE to construct 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 CDWRE substantially in the form attached hereto as Exhibit "1", for construction of the Project in an amount not to exceed One Million Seven Hundred Nineteen Thousand One Hundred and Sixty Two and 00/100 Dollars (\$1,719,162.00).

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

**Section 5.**     **Approval of Budget Amendment.** The Village Council approves a budget amendment in the Capital Project Fund and the Wastewater Enterprise fund to increase the budgeted dollar amounts to the cumulative One Million Seven Hundred Nineteen Thousand one Hundred and Sixty Two and 00/100 Dollars (\$1,719,162.00) for construction of the Project.

**Section 6.**     **Authorization of Fund Expenditures.** Notwithstanding the limitations imposed upon the Village Manager pursuant to the Village's Purchasing Procedures Ordinance, the

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

**FINAL VOTE AT ADOPTION**  
**VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS**

**PASSED AND ADOPTED THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2024.**

ATTEST:

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

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## AGREEMENT

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

### ISLAMORADA, VILLAGE OF ISLANDS

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

and

### CDWRE CONSTRUCTION LLC

a Limited Liability Company, authorized to do business in the State of Florida, hereinafter "**CONTRACTOR**."

## WITNESSETH:

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

### Article I. PREAMBLE

In order to establish the background, context and form of reference for this Agreement and to generally express the objectives, and intentions, of the respective parties herein, the following statements, representations and explanations shall be accepted as predicates for the undertakings and commitments included within the provisions which follow and may be relied upon by the parties as essential elements of the mutual considerations upon which this Agreement is based.

**Section 1.01** The VILLAGE is in need of an independent experienced contractor to provide for the construction of two (2) wind-rated buildings at separate locations, each to house three trailer-mounted emergency backup generators utilizing the construction plans provided by the Village in a timely and responsive timeframe (the "Project"). The responsive timeframe for the Project is construction completion by June 30, 2025.

**Section 1.02** On August 9, 2024, the VILLAGE issued Request for Proposals No. 24-15 for the Project, including all Exhibits and Addenda (the "RFP").

**Section 1.03** On September 9, 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 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 construction of 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, shall not exceed **One Million Seven Hundred Nineteen Thousand One Hundred and Sixty-Two and 00/100 Dollars (\$1,719,162.00)**.

**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 used in the construction of the Project.

**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 AND BONDS**

**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
- (d) Pollution Liability Insurance \$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 constructing 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 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 Villages 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"; any 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 Noncoercive Conduct for Labor or Services.** In accordance with Section 787.06, Florida Statutes, the CONTRACTOR has attested to the affidavit incorporated herein that CONTRACTOR does not use coercion for labor or services.

**Section 12.10 Notice.** Whenever any party desires to give notice unto any other party, it must be given by written notice, sent by registered United States mail, with return receipt requested, addressed to the party for whom it is intended and the remaining party, at the places last specified, and the places for giving of notice shall remain such until they shall have been changed by written notice in compliance with the provisions of this section. For the present, the CONTRACTOR and the VILLAGE designate the following as the respective places for giving of notice:

VILLAGE: Village Manager  
Islamorada, Village of Islands  
86800 Overseas Highway  
Islamorada, Florida 33036

Copy To: Village Attorney  
Islamorada, Village of Islands  
86800 Overseas Highway  
Islamorada, Florida 33036

CONTRACTOR: Contact Name/Title  
CDWRE CONSTRUCTION LLC  
7742 N. Kendall Dr. #221  
Miami, FL 33156  
[curtis@cdwadvisory.com](mailto:curtis@cdwadvisory.com)

**Section 12.11 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 12.12 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 12.13 Headings.** Headings herein are for convenience of reference only and shall not be considered on any interpretation of this Agreement.

**Section 12.14 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 12.15 Governing Law.** This Agreement shall be governed by the laws of the State of Florida with venue lying in Monroe County, Florida.

**Section 12.16 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 12.17 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 12.18 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 THE RFP SHALL BE INSERTED IN AGREEMENT  
BEGINNING ON THE FOLLOWING PAGE]**

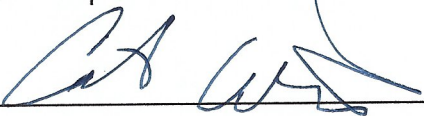
## 12. SUSPENSION AND DEBARMENT

(1) This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the contractor is required to verify that none of the contractor's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

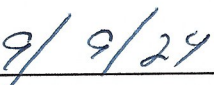
(2) The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

(3) This certification is a material representation of fact relied upon by Islamorada, Village of Islands. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to Islamorada, Village of Islands, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

(4) The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

  
Signature of Authorized Certifying Official

  
Name and Title of Authorized Certifying Official

  
Date

**APPENDIX A, 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING**

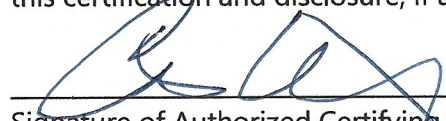
## Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Contractor certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

  
Signature of Authorized Certifying Official

Curtis Waybright, President  
Name and Title of Authorized Certifying Official

9/9/24  
Date



## **ADDITIONAL CONTRACT TERMS FOR FEDERAL AND FEMA FUNDED PROJECTS**

The following clauses will form part of the agreement between Islamorada, Village of Islands and the Contractor resulting from this RFP.

### **A. Access to Records:**

The following access to records requirements shall apply to the contract.

1. The Contractor agrees to provide Islamorada, Village of Islands, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.
2. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
3. The Contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.
4. In compliance with the Disaster Recovery Act of 2018, Islamorada, Village of Islands and the Contractor acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

### **B. Changes to the Contract:**

Any changes to the contract between Islamorada, Village of Islands and the Contractor modification, change order, or constructive change must be allowable, allocable, within the scope of the grant or cooperative agreement, and reasonable for the completion of project scope.

- C. Non-use of DHS Seal, Logo, and Flags:** The Contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of HSS agency officials without specific FEMA pre-approval.

- D. Compliance with Federal Law, Regulations, and Executive Orders:** This is an acknowledgement that FEMA financial assistance will be used to fund all or a portion of the contract. The contractor will comply with all applicable Federal law, regulations, executive orders, FEMA policies, procedures and directives.

- E. No Obligation by Federal Government:** The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

- F. **Program Fraud and False or Fraudulent Statement or Related Facts:** The Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor's actions pertaining to this contract.



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Signature of Contractor's Authorized Official

Curtis W. Gish President  
Name and Title of Contractor's Authorized Official

**Affidavit Attesting to Noncoercive Conduct for Labor or Services**

Nongovernment Entity name: COWR6 Construction LLC ("Vendor")  
Vendor FEIN: 84-3184796  
Address: 7742 N. Kendall Dr. #221  
City: Miami State: FL Zip: 33156  
Phone number: 305-771-5557 Email Address: Curtis@cdwadvisory.com

As a nongovernmental entity executing, renewing, or extending a contract with a government entity, **Vendor** is required to provide an affidavit under penalty of perjury attesting that **Vendor** does not use coercion for labor or services in accordance with Section 787.06, Florida Statutes.

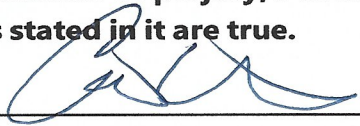
As defined in Section 787.06(2)(a), coercion means:

1. Using or threatening to use physical force against any person;
2. Restraining, isolating, or confining or threatening to restrain, isolate, or confine any person without lawful authority and against her or his will;
3. Using lending or other credit methods to establish a debt by any person when labor or services are pledged as a security for the debt, if the value of the labor or services as reasonably assessed is not applied toward the liquidation of the debt, the length and nature of the labor or service are not respectively limited and defined;
4. Destroying, concealing, removing, confiscating, withholding, or possessing any actual or purported passport, visa, or other immigration document, or any other actual or purported government identification document, of any person;
5. Causing or threatening to cause financial harm to any person;
6. Enticing or luring any person by fraud or deceit; or
7. Providing a controlled substance as outlined in Schedule I or Schedule II of Section 893.03 to any person for the purpose of exploitation of that person.

As a person authorized to sign on behalf of **Vendor**, I certify that **Vendor** does not use coercion for labor or services in accordance with Section 787.06.

Written Declaration

**Under penalties of perjury, I declare that I have read the foregoing Affidavit and that the facts stated in it are true.**

By:   
Authorized Signature

Print Name and Title: Curtis W. Wright President

Date: 9/9/24

**[SIGNATURE PAGE TO AGREEMENT]**

**IN WITNESS WHEREOF**, the parties have executed this Agreement: 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

**ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA  
REQUEST FOR PROPOSALS  
GENERATOR STORAGE BUILDINGS  
(RFP 24-15)**

**PROPOSAL PREPARED BY:  
CDWRE CONSTRUCTION LLC  
7742 N KENDALL DR. #221  
MIAMI, FL 33156**

September 9, 2024

CDW Construction  
7742 N. Kendall Dr. #221  
Miami, Florida 33156  
curtis@cdwadvisory.com  
305-771-5957

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

**RE: Generator Storage Buildings (RFP 24-15)**

To whom this may concern:

I am pleased to submit CDW Construction's proposal for the redevelopment projects at 103 Key Heights Dr and 81850 Overseas Highway, Islamorada, FL. As a Florida State Certified General Contractor with a track record of excellence, CDW Construction is uniquely positioned to deliver these projects with the highest standards of quality, efficiency, and professionalism.

**Why We Are Qualified**

CDW Construction has established a reputation for excellence over the past five years, not only within Florida but across the eastern seaboard. Our extensive experience and national licensing across several east coast states, including Florida, position us as a distinguished and versatile contractor. We have successfully completed a diverse range of projects, from complex commercial buildings to specialized facilities, which underscores our ability to handle varied and challenging construction requirements.

Our team's approach combines rigorous project management with a commitment to detail, ensuring that each project is executed efficiently and to the highest standards. We leverage our comprehensive industry knowledge, advanced construction techniques, and cutting-edge technology to meet and exceed client expectations.

**Professional Staff**

For the projects at 103 Key Heights Dr and 81850 Overseas Highway, we will allocate two highly skilled professionals:

- **Curtis Waybright**, President of CDW Construction, who will oversee the project from start to finish. With over a decade of experience in construction management, Curtis is

adept at navigating complex project requirements and ensuring that all aspects of construction are aligned with client specifications and industry standards.

- **Diana Munoz**, Director of Operations, who will manage the day-to-day operations of the projects. Diana's expertise in project coordination, resource management, and quality assurance will ensure that all phases of construction are executed smoothly and efficiently, adhering to both timeline and budget constraints.

## Examples of Similar Projects

### 1. Driven Brands Auto Oil Change Facility

- **Location:** 15045 NW 7th Ave, Miami, FL 33168
- **Scope:** This project involved site work and the construction of a 3-bay auto oil change facility, complete with an office space, bathroom, and mezzanine for storage. CDW Construction was tasked with not only building the facility but also ensuring that it was operational within a strict timeline. We successfully completed the project on schedule and met all regulatory requirements, earning commendation from our client.
- **Contact:** Jim Montoya, Phone: 336-592-5126, Email: jim.montoya@drivenbrands.com

### 2. University of Florida Pesticide Storage Facility

- **Scope:** This project required the construction of a specialized storage facility for pesticides, including advanced HVAC and electrical systems tailored for the safe handling and storage of chemicals used in agricultural research. The project mirrored the foundation and concrete block wall construction proposed for the Islamorada projects, highlighting our expertise in similar building techniques and requirements.
- **Contact:** Edward Evans, Phone: 786-217-9263, Email: eaevans@ufl.edu

### 3. Ghost Kitchen Warehouse, Jersey City, NJ

- **Scope:** This industrial kitchen facility, known as a ghost kitchen, required extensive modifications to accommodate high-capacity food production. Our team managed the installation of complex HVAC systems, exhaust systems, and electrical setups to meet the demands of mass food preparation. The successful completion of this project reflects our ability to handle intricate and demanding construction needs.
- **Contact:** Randy De Leon, Phone: 646-406-4601, Email: deleonshowtime@gmail.com

## Commitment to Excellence

At CDW Construction, we are committed to delivering projects that meet the highest standards of quality and performance. Our attention to detail and dedication to client satisfaction ensure that

every project is completed to the utmost standards. We understand the unique challenges of the Islamorada projects and are confident in our ability to address them with precision and expertise. Thank you for considering CDW Construction for these important projects. We look forward to the opportunity to further discuss how we can contribute to their successful completion and exceed your expectations.

Sincerely,

Curtis Waybright

President, CDW Construction

## **Project Approach for Buildings at 103 Key Heights Dr and 81850 Overseas Highway**

### **1. Approval Process**

#### **Pre-Construction Planning:**

- **Design and Permitting:**
  - **Design Finalization:** Finalize architectural and structural engineering plans, including site work for retention ponds. Ensure designs for complete concrete construction, complex footings and pads, concrete block walls, metal roof decking, and poured concrete roofs are detailed.
  - **Permit Applications:** Submit detailed applications for building and environmental permits, including site work and retention pond construction. Provide all necessary documentation and calculations.
- **Approval Coordination:**
  - **Stakeholder Engagement:** Engage with local authorities and environmental agencies to address concerns about the retention ponds and ensure compliance with all regulations.
  - **Approval Tracking:** Monitor the status of all permit applications, including those for the retention ponds, and conduct regular follow-ups to ensure timely approvals.

### **2. Construction Timeline**

#### **Phase 1: Site Preparation (October 2024 - December 2024)**

- **Site Clearing and Excavation:**
  - **Site Clearing:** Remove vegetation and debris, and prepare the site for excavation.
  - **Excavation:** Excavate areas for complex footings, pads, and retention ponds.
- **Retention Pond Construction:**
  - **Pond Design Implementation:** Excavate and form retention ponds according to design specifications. This includes grading, lining, and any necessary water control features.
  - **Inspection and Testing:** Ensure proper installation and functionality of the retention ponds, including water flow and drainage tests.
- **Foundation Work:**
  - **Complex Footings and Pads:**
    - **Footing Preparation:** Excavate and form footings according to structural specifications.

- Pad Installation: Pour concrete for footings and pads with steel rebar reinforcement. Ensure proper curing.
- Inspection: Conduct inspections to confirm compliance with structural and safety standards.

#### Phase 2: Structural Construction (January 2025 - April 2025)

- Concrete Block Walls:
  - Block Wall Construction: Build concrete block walls as per design specifications. Ensure proper reinforcement and curing.
- Metal Roof Decking and Poured Concrete Roof:
  - Metal Roof Decking: Install metal roof decking over the concrete block walls.
  - Poured Concrete Roof:
    - Decking Preparation: Reinforce and prepare the metal decking.
    - Concrete Pouring: Pour concrete over the metal decking, ensuring proper curing and finishing.

#### Phase 3: Interior Construction and Finishing (May 2025 - June 2025)

- Interior Fit-Out:
  - Partition Construction: Build interior partitions within the concrete block structure.
  - Fixtures and Finishes: Install fixtures, cabinetry, countertops, flooring, and perform painting and tiling.
- Quality Assurance:
  - Inspections: Conduct inspections to ensure quality and compliance with design specifications.
  - Final Touch-Ups: Complete necessary adjustments and touch-ups.

#### Phase 4: Final Inspections and Handover (June 2025)

- Final Inspections:
  - Building Code Compliance: Coordinate final inspections with local building authorities and obtain a certificate of occupancy.
  - Retention Pond Verification: Verify that retention ponds meet regulatory requirements and are functioning correctly.'

- Handover:
  - Final Walkthrough: Conduct a final walkthrough with the client.
  - Documentation: Provide all necessary documentation, including warranties, maintenance manuals, and as-built drawings.

### 3. Risk Management and Contingency Planning

- Risk Assessment:
  - Identification: Identify risks related to concrete construction and site work, including delays in pond construction or issues with concrete curing.
  - Mitigation Strategies: Develop strategies to address these risks, including contingency plans for material procurement and site work.
- Contingency Planning:
  - Contingency Resources: Allocate resources and budget for potential issues related to concrete and site work.
  - Schedule Adjustments: Create flexible schedules to accommodate any delays or unforeseen issues.

### 4. Communication and Reporting

- Regular Updates:
  - Progress Reports: Provide updates on project milestones, including site work and concrete construction phases.
  - Documentation: Share detailed reports and inspection results.
- Stakeholder Meetings:
  - Scheduled Meetings: Organize meetings with stakeholders to review progress and address concerns.
  - Feedback Integration: Incorporate feedback into the project plan.

### Conclusion:

CDW Construction is committed to the successful completion of the buildings at 103 Key Heights Dr and 81850 Overseas Highway, including all site work and retention ponds, by June 30, 2025. Our comprehensive approach ensures timely completion and high-quality results.



## **Detailed Project Timeline with Dates**

### **1. Project Kickoff and Planning**

- **Initial Planning and Coordination:** October 7, 2024 – October 12, 2024
- **Finalize Contracts and Permits:** October 13, 2024 – October 22, 2024
- **Kickoff Meeting and Project Briefing:** October 23, 2024 – October 24, 2024

**Total Duration: 17 days**

### **2. Pre-Construction**

- **Site Preparation and Mobilization:** October 25, 2024 – November 7, 2024
- **Excavation and Earthwork:** November 8, 2024 – November 22, 2024
- **Utility and Site Services Installation:** November 23, 2024 – December 3, 2024

**Total Duration: 35 days**

### **3. Foundation and Structural Work**

- **Foundation Excavation and Footings:** December 4, 2024 – December 18, 2024
- **Foundation Walls and Slabs:** December 19, 2024 – January 14, 2025
- **Structural Framing and Concrete Work:** January 15, 2025 – February 20, 2025

**Total Duration: 60 days**

### **4. Building Envelope**

- **Exterior Walls and Roofing:** February 21, 2025 – March 20, 2025
- **Windows and Doors Installation:** March 21, 2025 – April 4, 2025
- **Weatherproofing and Insulation:** April 5, 2025 – April 14, 2025

**Total Duration: 45 days**

### **5. Interior Construction**

- **Partition Walls and Drywall Installation:** April 15, 2025 – May 4, 2025
- **Electrical and Plumbing Rough-ins:** May 5, 2025 – May 19, 2025
- **Interior Finishes (Painting, Flooring, etc.):** May 20, 2025 – June 24, 2025

**Total Duration: 41 days**

### **6. Final Touches and Inspections**

- **Final Fixtures and Equipment Installation:** June 25, 2025 – June 27, 2025

- **Site Cleanup and Landscaping:** June 28, 2025 – June 29, 2025
- **Final Inspections and Adjustments:** June 30, 2025

**Total Duration: 6 days**

**Completion Deadline**

- **Project End Date:** June 30, 2025

## COST PROPSAL

| DIVISION NO.        | DESCRIPTION                       | TOTAL DIV. COST |
|---------------------|-----------------------------------|-----------------|
| 1000                | General Requirements              | \$ 102,865      |
| 3000                | Concrete                          | \$ 292,810      |
| 4000                | Masonry                           | \$ 157,090      |
| 5000                | Metals                            | \$ 255,360      |
| 8000                | Openings                          | \$ 72,850       |
| 9000                | Finishes                          | \$ 162,702      |
| 10000               | Specialties - Equipment Allowance | \$ 20,000       |
| 22000               | Plumbing                          | \$ 59,329       |
| 23000               | HVAC/Mechanical                   | \$ 21,410       |
| 26000               | Electrical                        | \$ 134,338      |
| 32000               | Exterior Improvement              | \$ 73,300       |
| 33000               | Utilities                         | \$ 142,870      |
| PROJECTED COST      |                                   | \$ 1,494,924    |
|                     |                                   |                 |
| OVERHEAD AND PROFIT | 15%                               | \$ 224,238      |
| INSURANCE           | 0%                                | \$ -            |
| CONTINGENCY         | 0%                                | \$ -            |
| BID                 |                                   | \$ 1,719,162    |

This cost proposal is valid for a period of ninety (90) days from the date of this proposal. Any adjustments or additional costs incurred beyond this period may be subject to review and modification.



07/26/2024

**Re:** CDWRE Construction, LLC

Dear Sir/Madam:

This letter will confirm that CDWRE Construction, LLC is currently bonded by Accelerant National Insurance Company, which is rated A- (Excellent) by AM Best (Financial Size Category IX).

Accelerant National Insurance Company provides surety support for CDWRE Construction, LLC on single bonds up to \$1,500,000 within an aggregate bond program of \$1,500,000. Execution of any final bonds is subject to favorable review of the final contract terms, conditions, specifications, bond forms, and financing by both CDWRE Construction, LLC and Accelerant National Insurance Company as well as our normal underwriting considerations.

In accordance with normal surety practice, our willingness to extend suretyship will be based on our underwriting of CDWRE Construction, LLC at the time the bonds are requested. This letter is not a commitment for any specific project and Accelerant National Insurance Company shall not be held responsible if a bond is not issued on the account's behalf. For the avoidance of doubt, Accelerant National Insurance Company incurs no liability as a result of issuing this letter.

If we can provide any further assurances or assistance in regards to this matter, please feel free to contact me at (770) 910-2841.

Sincerely,

A handwritten signature in cursive script, appearing to read "Alexis Ryder", written in dark ink on a light-colored background.

**Alexis Ryder**  
Attorney-in-Fact  
[lexie@getinrev.com](mailto:lexie@getinrev.com)

Accelerant National Insurance Company  
400 Northridge Road, Suite 800  
Sandy Springs, GA 30350  
(833) 284-9200





Ron DeSantis, Governor

Melanie S. Griffin, Secretary



**STATE OF FLORIDA**  
**DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION**

**CONSTRUCTION INDUSTRY LICENSING BOARD**

THE GENERAL CONTRACTOR HEREIN IS CERTIFIED UNDER THE  
PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

**WAYBRIGHT, CURTIS MATTHEW**

CDW CONSTRUCTION  
7742 N KENDALL DR #221  
MIAMI FL 33156

**LICENSE NUMBER: CGC1528508**

**EXPIRATION DATE: AUGUST 31, 2026**

Always verify licenses online at [MyFloridaLicense.com](https://myfloridalicense.com)

ISSUED: 08/03/2024

Do not alter this document in any form.

This is your license. It is unlawful for anyone other than the licensee to use this document.





[Department of State](#) / [Division of Corporations](#) / [Search Records](#) / [Search by Entity Name](#) /

## Detail by Entity Name

Florida Limited Liability Company  
CDWRE CONSTRUCTION LLC

### Filing Information

**Document Number** L19000235426  
**FEI/EIN Number** 84-3184796  
**Date Filed** 09/18/2019  
**Effective Date** 09/17/2019  
**State** FL  
**Status** ACTIVE  
**Last Event** REINSTATEMENT  
**Event Date Filed** 03/19/2024

### Principal Address

7742 N. KENDALL DRIVE  
 #221  
 MIAMI, FL 33156

Changed: 03/19/2024

### Mailing Address

7742 N. Kendall Drive  
 #221  
 MIAMI, FL 33156

Changed: 03/19/2024

### Registered Agent Name & Address

Waybright, Curtis  
 7742 N. Kendall Drive  
 #221  
 MIAMI, FL 33156

Name Changed: 09/26/2022

Address Changed: 03/19/2024

### Authorized Person(s) Detail

#### **Name & Address**

Title MGR

Waybright, Curtis  
7742 N. Kendall Drive  
#221  
MIAMI, FL 33156

#### **Annual Reports**

| <b>Report Year</b> | <b>Filed Date</b> |
|--------------------|-------------------|
| 2022               | 09/26/2022        |
| 2023               | 03/19/2024        |
| 2024               | 03/19/2024        |

#### **Document Images**

|                                                         |                                          |
|---------------------------------------------------------|------------------------------------------|
| <a href="#">03/19/2024 -- REINSTATEMENT</a>             | <a href="#">View image in PDF format</a> |
| <a href="#">09/26/2022 -- REINSTATEMENT</a>             | <a href="#">View image in PDF format</a> |
| <a href="#">07/27/2021 -- ANNUAL REPORT</a>             | <a href="#">View image in PDF format</a> |
| <a href="#">09/28/2020 -- REINSTATEMENT</a>             | <a href="#">View image in PDF format</a> |
| <a href="#">09/18/2019 -- Florida Limited Liability</a> | <a href="#">View image in PDF format</a> |



## 12. SUSPENSION AND DEBARMENT

(1) This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the contractor is required to verify that none of the contractor's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

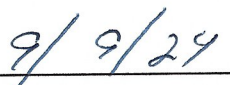
(2) The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

(3) This certification is a material representation of fact relied upon by Islamorada, Village of Islands. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to Islamorada, Village of Islands, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

(4) The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

  
\_\_\_\_\_  
Signature of Authorized Certifying Official

  
\_\_\_\_\_  
Name and Title of Authorized Certifying Official

  
\_\_\_\_\_  
Date



**APPENDIX A, 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING**

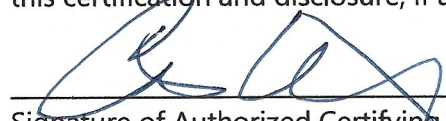
## Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Contractor certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

  
Signature of Authorized Certifying Official

Curtis Waybright, President  
Name and Title of Authorized Certifying Official

9/9/24  
Date

## **ADDITIONAL CONTRACT TERMS FOR FEDERAL AND FEMA FUNDED PROJECTS**

The following clauses will form part of the agreement between Islamorada, Village of Islands and the Contractor resulting from this RFP.

### **A. Access to Records:**

The following access to records requirements shall apply to the contract.

1. The Contractor agrees to provide Islamorada, Village of Islands, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.
2. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
3. The Contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.
4. In compliance with the Disaster Recovery Act of 2018, Islamorada, Village of Islands and the Contractor acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

### **B. Changes to the Contract:**

Any changes to the contract between Islamorada, Village of Islands and the Contractor modification, change order, or constructive change must be allowable, allocable, within the scope of the grant or cooperative agreement, and reasonable for the completion of project scope.

- C. Non-use of DHS Seal, Logo, and Flags:** The Contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of HSS agency officials without specific FEMA pre-approval.

- D. Compliance with Federal Law, Regulations, and Executive Orders:** This is an acknowledgement that FEMA financial assistance will be used to fund all or a portion of the contract. The contractor will comply with all applicable Federal law, regulations, executive orders, FEMA policies, procedures and directives.

- E. No Obligation by Federal Government:** The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

- F. **Program Fraud and False or Fraudulent Statement or Related Facts:** The Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor's actions pertaining to this contract.



---

Signature of Contractor's Authorized Official

Curtis W. Gish President  
Name and Title of Contractor's Authorized Official



## APPENDIX A

### ACKNOWLEDGMENT OF ADDENDA AND DOCUMENTS

The Proposer hereby acknowledges the receipt of the following addenda issued by the Village and incorporated into and made part of this RFP. In the event the Proposer fails to include any addenda in the table below, submission of this form shall constitute acknowledgment of receipt of all addenda, whether or not received by him/her.

| ADDENDUM NUMBER | DATE RECEIVED |
|-----------------|---------------|
| <hr/>           | <hr/>         |
| <hr/>           | <hr/>         |
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In addition to the addenda listed above, I acknowledge receipt of the Affidavit Attesting to Noncoercive Conduct for Labor or Services or Services and if awarded an Agreement with the Village will execute the affidavit attesting that my business does not use coercion for labor or services.

  
Signature

Curtis W. Wright  
Print name

President  
Title

9/9/24  
Date

**Affidavit Attesting to Noncoercive Conduct for Labor or Services**

Nongovernment Entity name: COWR6 Construction LLC ("Vendor")  
Vendor FEIN: 84-3184796  
Address: 7742 N. Kendall Dr. #221  
City: Miami State: FL Zip: 33156  
Phone number: 305-771-5557 Email Address: Curtis@cdwadvisory.com

As a nongovernmental entity executing, renewing, or extending a contract with a government entity, **Vendor** is required to provide an affidavit under penalty of perjury attesting that **Vendor** does not use coercion for labor or services in accordance with Section 787.06, Florida Statutes.

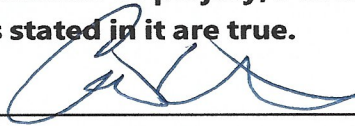
As defined in Section 787.06(2)(a), coercion means:

1. Using or threatening to use physical force against any person;
2. Restraining, isolating, or confining or threatening to restrain, isolate, or confine any person without lawful authority and against her or his will;
3. Using lending or other credit methods to establish a debt by any person when labor or services are pledged as a security for the debt, if the value of the labor or services as reasonably assessed is not applied toward the liquidation of the debt, the length and nature of the labor or service are not respectively limited and defined;
4. Destroying, concealing, removing, confiscating, withholding, or possessing any actual or purported passport, visa, or other immigration document, or any other actual or purported government identification document, of any person;
5. Causing or threatening to cause financial harm to any person;
6. Enticing or luring any person by fraud or deceit; or
7. Providing a controlled substance as outlined in Schedule I or Schedule II of Section 893.03 to any person for the purpose of exploitation of that person.

As a person authorized to sign on behalf of **Vendor**, I certify that **Vendor** does not use coercion for labor or services in accordance with Section 787.06.

Written Declaration

**Under penalties of perjury, I declare that I have read the foregoing Affidavit and that the facts stated in it are true.**

By:   
Authorized Signature

Print Name and Title: Curtis W. Wright President

Date: 9/9/24

Exhibit "B"

PROJECT TIMELINE

## **Detailed Project Timeline with Dates**

### **1. Project Kickoff and Planning**

- **Initial Planning and Coordination:** October 7, 2024 – October 12, 2024
- **Finalize Contracts and Permits:** October 13, 2024 – October 22, 2024
- **Kickoff Meeting and Project Briefing:** October 23, 2024 – October 24, 2024

**Total Duration: 17 days**

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- **Foundation Walls and Slabs:** December 19, 2024 – January 14, 2025
- **Structural Framing and Concrete Work:** January 15, 2025 – February 20, 2025

**Total Duration: 60 days**

### **4. Building Envelope**

- **Exterior Walls and Roofing:** February 21, 2025 – March 20, 2025
- **Windows and Doors Installation:** March 21, 2025 – April 4, 2025
- **Weatherproofing and Insulation:** April 5, 2025 – April 14, 2025

**Total Duration: 45 days**

### **5. Interior Construction**

- **Partition Walls and Drywall Installation:** April 15, 2025 – May 4, 2025
- **Electrical and Plumbing Rough-ins:** May 5, 2025 – May 19, 2025
- **Interior Finishes (Painting, Flooring, etc.):** May 20, 2025 – June 24, 2025

**Total Duration: 41 days**

### **6. Final Touches and Inspections**

- **Final Fixtures and Equipment Installation:** June 25, 2025 – June 27, 2025

- **Site Cleanup and Landscaping:** June 28, 2025 – June 29, 2025
- **Final Inspections and Adjustments:** June 30, 2025

**Total Duration: 6 days**

**Completion Deadline**

- **Project End Date:** June 30, 2025





# Council Communication

**To:** Mayor and Village Council  
**From:** Robert Cole, Village Manager  
**Date:** October 8, 2024  
**SUBJECT:** Amendment to Village Personnel Policy Manual TAB 18

## Background:

Islamorada, Village of Islands (the "Village"), has not formally updated its Personnel Policy Manual (the "Manual") since 2018 (Resolution 18-09-97). The Village Personnel Policy Manual requires periodic updates to ensure compliance with state and federal laws and other aspects of public employment and Village service. While this agenda item proposes only one amendment at this time, we are also undertaking a broader review of the document for comprehensive update, which is overdue. That update will be advanced to the Village Council during FY 2024-25, once completed in coordination with legal counsel.

All benefits provided to employees are to be authorized by the Village Council through either a CBA for union personnel or the Manual for non-union personnel.

In preparation for the FY 2024-25 budget workshops and Islamorada Professional Firefighters Local 4374 collective bargaining discussions, a review of current employee policies related to benefits was conducted by Human Resources and the Village Manager. During that review, it was discovered that some of the current policies/practices for offering and or administering employee benefits were not reflected in either the Personnel Policy Manual or the collective bargaining agreement (CBA). One of the discrepancies involves provision of a health insurance stipend to employees electing to opt-out or waive employee health insurance coverage provided by the Village.

In October 2017, the benefit was conveyed by way of a Village Manager memorandum (Attachment B) as a "temporary change" conditioned upon the benefit not having any "any impact on the group plan coverage or price." The opt-out stipend was set to an amount equal to the Village contribution for individual coverage, currently approximately \$850 per month (\$392.66 per pay period). The personnel manual was never amended to fully authorize the benefit following the October 2017 memo.

This agenda item seeks to properly authorize the benefit at an appropriate level, based on our insurance broker's professional experience. The Gehring Group advised that, when the benefit is offered, the typical Opt-Out payment is between \$150-\$200 per month, in their experience. Given the nature of our plan, we are recommending the opt-out provision be set at \$200.00 per month, representing a decrease of approximately \$650 per month. With respect to employees now receiving the benefit, the reduced payment would go into effect with the first pay period this month, which follows the open enrollment period. Please review the Analysis section for more information.

The proposed amendment to Section 10 - Employee Benefits is attached by way of resolution for Council approval.

History of Opt-Out participation by fiscal year:

| <b>YEAR</b> | <b># Eligible Employees Opt-Out</b> |
|-------------|-------------------------------------|
| 2017-2018   | 5                                   |
| 2018-2019   | 5                                   |
| 2019-2020   | 5                                   |
| 2020-2021   | 10                                  |
| 2021-2022   | 12                                  |
| 2022-2023   | 13                                  |
| 2023-2024   | 8                                   |

### **Analysis: Opt-Out Analysis**

The Village provides medical insurance coverage to all full-time Village employees at no cost to the employee for "employee only" coverage (excludes dependents). The total cost of the premium paid by the Village for this benefit can fluctuate yearly based on insurance underwriting policies. The 2024-2025 "employee only" premium is \$426.00 per pay period for 26 pay periods in the fiscal year.

Any Opt-Out policy must be offered to all eligible employees and must be clearly defined in benefit plan summaries and documents. The Manual states an employee may elect to Opt-Out of the health insurance provided by the Village with proper proof of other coverage, but it does not authorize a stipend or payment for doing so. To be eligible, an employee must provide proof of coverage during the Opt-Out election at or prior to each effective plan year.

While the 2017 memorandum conditioned the benefit as temporary based on the absence of any plan impacts, it should be noted that Opt-Out policies may influence the stability or health of group plans in a variety of ways, including the following:

- Enrollment estimates (number of eligible employees vs. enrolled employees) are factored into the overall plan costs at the time the premiums are calculated by the carrier's underwriting.
- Lower enrollment in the plan "pool" could increase the overall plan cost and reduce stability of rates from year to year, particularly if the pool begins to lose its healthier members, or opt-out members only choose to come back into the pool when significant illness occurs and additional coverage is needed.
- Eligible employees who elect to Opt-Out may utilize plan coverage less, leaving high-use participants as a majority, potentially increasing plan costs.
- Legal requirements with Opt-Out programs create higher compliance risk and higher administrative burden to ensure compliance.

- Cash should not be provided to enable an employee to purchase an individual policy on the open market or an exchange, affidavits attesting to coverage must be in writing.

Because of the foregoing, an opt-out benefit should not be so high as to encourage plan members to leave the pool, as the cost implications for the Village and remaining plan members are unpredictable and difficult to forecast, potentially placing the plan's stability in jeopardy. It should also be noted that certain members finding it in their best interest to opt-out based on other coverage available to them might choose to Opt-Out whether the value is \$850 per month or \$200 per month. I do note, however, that employees now receiving the opt-out provision of \$850 per month have grown accustomed to receiving the benefit. While the policy, as presently being amended and implemented, does not make existing benefit recipients whole in order to avoid impacting their personal budgets, that option is available and implementation could be adjusted with Council direction. A base salary adjustment for such employees would be a benefit to employee morale, but that action could be administratively complex, unless done in combination with entirely removing the benefit on a moving forward basis, and would require Council direction for staff to be able to implement it, as it constitutes a policy-level consideration.

As of today, any employee who elected to Opt-Out of coverage in plan year 2023-2024 was notified of a reduced rate for opting out (\$100/pay period for 26 pay periods) and provided with the alternative of enrolling in coverage for plan year 2024-2025; the health insurance provider has been contacted to ensure the necessary changes to plan documents include the legal language for Opt-Out and an Opt-Out election form was created for plan year 2024-2025.

### **Other Benefits Policy Questions**

While conducting a thorough review of employee benefits and pay practices, additional employment benefits were identified as lacking either documented Council support, Personnel Manual authorization, or incorporation into a Collective Bargaining Agreement (CBA). Compliance with our CBA and Personnel Manual is important for many reasons, not the least of which being to make certain that our mutual obligations (organizational and employee) are clearly stated and properly administered. Variances from these policies and rules create the potential for conflict and, when discovered, require remedy.

#### *Dependent Care Health Coverage*

The Village currently pays 94% of the premium for employee & spouse, 97.3% for employees and children, and 91.5% for employee & family coverage. Dependent coverage and amounts paid by the Village are not currently included in the non-union benefits portion of the Manual and the benefit is expressly prohibited in the union's CBA, though members currently receive the benefit. Non-union Dependent Care Health Coverage was previously authorized through the annual budget process, pursuant to a Budget Amendment in December 2023, retroactively covering associated expenses paid in the prior FY 2022-23 fiscal year.

#### **Solution**

This non-union coverage is anticipated to continue without change, included in the annual budget on a moving forward basis in accordance with language in Section 10.1 of the Personnel Manual, which reads "The Village shall seek to provide health coverage at minimal cost to employees, but the cost born by the Village and cost shared by the employee will likely

fluctuate annually based on available funding as determined by the Village Council."

#### *Fire Department Incentives: Non-union Personnel*

The IAFF CBA includes various professional development incentives for union members to pursue and attain certifications of benefit to the department. IAFF members are granted up to six incentives. These incentives are in addition to their base pay and are included in their total compensation. Such benefits are valid and available to union personnel under the terms and conditions of the CBA. However, the stipends for professional training and certifications are not available to non-union members of the department, as the Personnel Manual, which establishes benefits for non-union employees, does not authorize professional development stipends. The practice of non-union command staff being compensated for professional development certifications has apparently been in effect since the union was first created, having never been recognized as a deviation from the Personnel Manual by previous administrations.

#### *Solution*

Recognizing the decades-long duration of this practice, we are proceeding with converting the existing stipend compensation for each of the non-union member into the base salary equivalent for each individual, with the adjustment equal to each individual's current stipends being paid. Additionally, the ability to earn future stipends is being eliminated. We are aware that our personnel receiving the stipends wish for them to continue and expand in the future, such that additional compensation is available to them above and beyond the annual increases authorized by the Village Council. It is difficult, however, to only offer such a benefit to a subset of our non-union employees. To consider implementing a professional development incentive program requires research and thoughtful consideration to make such a program fair and accessible to all non-union personnel. As some may recall, the FY 2024-25 budget includes funding for a wage and benefit study. It is possible that research of the competitive landscape for wages and benefits could yield a combination of recommended salary adjustments and/or suggested benefit proposals, potentially including incentives for non-union professional development. Any further consideration of amending the Personnel Manual to include such a benefit is being held in abeyance, pending the results of further study and consideration of the financial implications.

#### *Fire Department Extra (supplemental) Cancer Coverage*

Mandatory cancer coverage is provided to all firefighters in accordance with Florida law. Supplemental insurance is also available, but is paid for by the employees upon their choice to secure such additional coverage. Of course, a variety of insurance coverage is also available through the private insurance market for employees desirous of additional coverage we do not offer. However, in 2019, the fire department began purchasing supplemental cancer insurance all of their personnel, above and beyond that already provided by the Village pursuant to state law, though such additional coverage is not authorized in either the CBA or Personnel Manual. At this time, the Village is covering the supplemental coverage premium expense for all fire department employees, including union and non-union, though it is not authorized in the CBA or Personnel Manual.

#### *Solution*

Because the Village already provides cancer coverage and all non-union personnel are able to

avail themselves of supplemental coverages at their own expense, the benefit will be eliminated following the FY 2024-25 Plan Year. It should be noted that the planned wage and benefit study may be instructive in determining the need for providing Village-funded supplemental coverage for our employees. Any future change seeking to authorize the benefit would require amending the CBA and/or the Personnel Manual, both of which require Village Council consideration.

**Budget Impact:**

The proposed Manual amendment to Section 10 - Employee Benefits has no impact on the current budgeted fiscal year.

**Staff Impact:**

Staff impact is dependent on voluntary election to Opt-Out of the Village provided medical insurance plan.

**Recommendation:**

Staff recommends Village Council adopt the proposed resolution to amend Section 10 - Employee Benefits and provide authorization for the Village Manager to implement the change.

- Attachments:**
1. Exhibit A
  2. Insurance Stipend
  3. Personnel\_Policy\_Reso\_October 2024

## SECTION 10 – EMPLOYEE BENEFITS

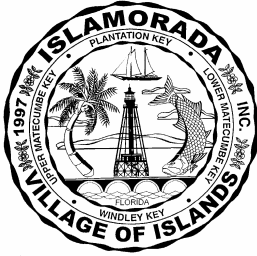
### 10.1 Health and Life Insurance

All full-time employees are eligible for major medical, vision, and dental insurance health coverage. Employees that begin employment prior to the 1st of the month will be eligible for benefits on the 1st of the following month. For example, if you start employment July 28th, you are eligible for benefits on August 1st.

If a full-time employee elects to decline the Village offered medical insurance, the employee must submit an executed Health Insurance Opt-Out form and provide proof of insurance by providing to the Human Resources Manager-Director a copy of the employee medical benefit card. This must be completed within the first 30 days of employment or during open enrollment. The Village may elect to provide a Health Insurance Opt-Out stipend depending on available funding as determined by the Village Council.

The Village shall seek to provide health coverage at minimal cost to employees, but the cost born by the Village and cost shared by the employee will likely fluctuate annually based on available funding as determined by the Village Council.

Full-time employees are provided with life insurance in the amount of their annual salary up to a maximum of \$100,000.



# Islamorada

## Village of Islands

PLANTATION KEY WINDLEY KEY UPPER & LOWER MATECUMBE

### **MEMORANDUM**

**To:** All Village Employees

**From:** Seth Lawless, Village Manager

**Date:** October 23, 2017

**Subject:** Benefits Plan Change

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With Open Enrollment for the new Plan Year upon us, I'm announcing a change to our Health, Dental and Vision Insurance benefits available to all full-time employees. Full-time employees will be able to "opt-out" of the Village provided coverage and instead elect to receive the Village contribution amount of the premium payments as a stipend.

This is a temporary change and will be revoked if, and when, the change has any impact on the group plan coverage or price.

If you are considering this option, please remember the following:

1. In order to "opt out," the employee must present evidence of outside coverage no later than November 1, 2017.
2. The Villages health plan offers greater value than most plans available on the market and is accepted by many of the doctors in the Upper Keys area.
3. The additional income will be taxed, whereas employee contributions toward these premiums are currently deducted before taxes are applied (pre-tax).

Notify Human Resources Manager, Evie Engelmeyer, to complete the change of enrollment no later than October 30, 2017.

If you have any questions, please discuss with Human Resources Manager Evie Engelmeyer.

**RESOLUTION NO. 24-**

**A RESOLUTION OF THE VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA ADOPTING AN AMENDMENT TO THE VILLAGE PERSONNEL POLICY MANUAL, SECTION 10 – EMPLOYEE BENEFITS; AUTHORIZING VILLAGE OFFICIALS TO IMPLEMENT THE TERMS AND CONDITIONS OF THE PERSONNEL POLICY MANUAL; AND PROVIDING FOR AN EFFECTIVE DATE**

**WHEREAS,** Islamorada, Village of Islands (the “Village”) is a “Public Employer” as defined by Subsection 447.203(2), Florida Statutes, and currently employs approximately one hundred and nineteen (119) full-time employees; and

**WHEREAS,** approximately thirty-eight (38) Village employees are presently members of a collective bargaining unit which has entered into a collective bargaining agreement with the Village pursuant to Chapter 447, Florida Statutes; and

**WHEREAS,** the Village Manager has recommended an amendment to the Personnel Policy Manual (the “Manual”), specifically Section 10 – Employee Benefits, subsection 10.1 Health and Life Insurance; and

**WHEREAS,** the policies are intended to apply to all Village employees that do not have an employment contract with the Village as well as to Village employees with employment contracts that are conflict with the Manual; and

**WHEREAS,** in any instance wherein a personnel policy or procedure set forth in the Personnel Policy Manual adopted by this Resolution conflicts with the terms and provisions of a collective bargaining agreement approved by the Village Council, the provisions of the collective bargaining agreement shall prevail, except in instances of management rights; and

**WHEREAS,** the amended Manual and the policies and procedures set forth therein shall be effective on October 8, 2024; and



**WHEREAS,** the Village Council finds that adoption of the amended subsection 10.1 of the Manual 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. Approving Amended Section 10 – Employee Benefits.** The Village Council of Islamorada, Village of Islands, hereby approves the amended Section 10 – Employee Benefits, subsection 10.1 Health and Life Insurance of the Manual, section 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 Personnel Policy Manual.

**Section 4. Effective Date.** This Resolution shall become effective on October 8, 2024.

Motion to adopt by \_\_\_\_\_, second by \_\_\_\_\_.

**FINAL VOTE AT ADOPTION**

**VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS:**

Mayor Joseph B. Pinder III

Vice Mayor Sharon Mahoney

Councilwoman Elizabeth Jolin

Councilman Mark Gregg

Councilman Henry Rosenthal

**PASSED AND ADOPTED THIS 8TH DAY OF OCTOBER 2024.**

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JOSEPH B. PINDER III, MAYOR

ATTEST:

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MARNE MCGRATH, VILLAGE CLERK

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

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JOHN J. QUICK, VILLAGE ATTORNEY



# Council Communication

**To:** Mayor and Village Council  
**From:** Lisa Lynch, Finance Director  
**Date:** October 8, 2024  
**SUBJECT:** **Resolution Approving the Second Amendment to the Contractual Services Agreement for Solid Waste Services to Allow a Rate Increase for Commercial and Residential Rates for FY2024-2025 TAB 19**

## **Background:**

At a regular meeting on July 17, 2023, the Village Council adopted Resolution No. 23-07-06 approving the Contractual Services Agreement ("CSA") for Solid Waste, Yard Waste and Recycling Collection and Disposal Services (the "Agreement") with Island Disposal Company (the Contractor") to become effective January 1, 2024. The services were procured through a competitive bid advertised through Request for Proposals (RFP) 23-05. Subsequent to approval of the CSA, the Village Council adopted Resolution No. 24-02-10 approving the First Amendment to the CSA to make a minor amendment to the fees for commercial compacted garbage.

Section 12.4 of the CSA provides for rates to be automatically adjusted annually on October 1<sup>st</sup> to reflect the increase or decrease in the cost of doing business as measured by the Consumer Price Index ("CPI") and based on the current price that the Monroe County System charges for disposal fees.

## **Analysis:**

A resolution is proposed to allow the Village Council to formally adopt the automatic rate adjustment through approval of the Second Amendment. The Second Amendment is provided as Exhibit "A" to the proposed resolution.

The Contractor provided the new residential rates to begin on October 1, 2024 based upon Monroe County raising its disposal fees for garbage, recycling and yard waste and to account for the CPI increase of 3.5% (Exhibit "1" of the Second Amendment). The change to the monthly residential rates is an increase from \$41.01 to \$44.77.

The Contractor also provided new rates for its commercial customers (Exhibit "2" of the Second Amendment). The Contractor invoices commercial customers directly.

## **Budget Impact:**

The budget impact to the Village from the residential rate increase would be a change (increase) in the monthly billed amount to the Village of \$15,811.85 (from \$152,540.80 to \$168,352.65).

The budget impact to the Village from the commercial rate increase would be a change (increase) in the 15% franchise fee remitted to the Village. This amount is calculated by Island Disposal, as they bill the customers monthly, and send the Village a quarterly franchise fee.

**Staff Impact:**

There is no staff impact as a result of this change.

**Recommendation:**

It is recommended that the Village Council adopt the proposed resolution, thereby approving the Second Amendment to the Contractual Services Agreement with Island Disposal to provide the automatic rate increase to both commercial and residential rates.

**Attachments:** 1. Resolution Authorizing execution of Second Amendment to Island Disposal

**RESOLUTION NO. 24 -**

**A RESOLUTION OF THE VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA APPROVING SECOND AMENDMENT TO CONTRACTUAL SERVICES AGREEMENT FOR SOLID WASTE, YARD WASTE AND RECYCLING COLLECTION AND DISPOSAL SERVICES WITH ISLAND DISPOSAL COMPANY; AUTHORIZING VILLAGE MANAGER AND VILLAGE ATTORNEY TO ENTER INTO THE SECOND AMENDMENT TO AGREEMENT FOR THE REQUESTED SERVICES; AUTHORIZING THE VILLAGE MANAGER TO IMPLEMENT THE TERMS AND CONDITIONS OF THE SECOND AMENDMENT; AND PROVIDING FOR AN EFFECTIVE DATE**

**WHEREAS**, Island Disposal Company (the "Contractor") and the Village of Islamorada Village of Islands (the "Village") entered into a certain Contractual Services Agreement for Solid Waste, Yard Waste and Recycling Collection and Disposal Services (the "Agreement") effective January 1, 2024; and

**WHEREAS**, the parties desire to enter into the Second Amendment to the Agreement (the "Second Amendment") to modify both the residential and commercial rates per Exhibit 1 and Exhibit 2 attached to the Second Amendment which is attached hereto as Exhibit "A"; and

**WHEREAS**, the Village Council finds that approval of the Second Amendment 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 Second Amendment.** The Village Council of Islamorada, Village of Islands, hereby approves the increase in rates as set forth in Exhibit 1 and Exhibit 2 to the Second Amendment and approves the Second Amendment attached hereto as Exhibit "A."

**Section 3. Authorization of Village Officials.** The Village Manager and/or his designee and the Village Attorney are authorized execute and deliver the Second Amendment in substantially the same form as set forth in Exhibit A hereto.

**Section 4. Authorization of Implementation.** The Village Manager is authorized to implement the terms and conditions of the Second Amendment to the Agreement.

**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

## EXHIBIT A

**SECOND AMENDMENT**  
**TO CONTRACTUAL SERVICES AGREEMENT**  
**FOR**  
**RESIDENTIAL AND COMMERCIAL SOLID WASTE, YARD WASTE AND**  
**RECYCLING COLLECTION AND DISPOSAL SERVICES**  
**BETWEEN**  
**ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA**  
**AND**  
**ISLAND DISPOSAL COMPANY**

**THIS SECOND AMENDMENT** to the Agreement (the “Second Amendment”) is made between **ISLAND DISPOSAL COMPANY**, a Florida corporation (“CONTRACTOR”), and **ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA**, a Florida municipal corporation (the “VILLAGE”).

**WHEREAS**, CONTRACTOR and VILLAGE entered into a certain Contractual Services Agreement for Solid Waste, Yard Waste and Recycling Collection and Disposal Services (the “Agreement”) effective January 1, 2024; and

**WHEREAS**, the parties desire to enter into this Second Amendment to modify both the residential and commercial rates per Exhibit 1 and Exhibit 2.

**NOW, THEREFORE**, in consideration of the mutual covenants and conditions set forth in this Second Amendment, CONTRACTOR and VILLAGE agree as follows.

**Section 1.**     **Amendment to Agreement.** Pricing sheet is reflected on Exhibit “1” and Exhibit “2.”

**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 for the herein.

**Section 3.**     **Effective Date.** This Second Amendment shall be effective upon full execution by all parties.

**IN WITNESS WHEREOF**, there parties execute this First Amendment on the respective dates under each signature: VILLAGE, signing by and through its Village Manager, attested to by its Village Clerk, and by CONTRACTOR by and through its principal.

**VILLAGE:**

Attest:

**ISLAMORADA, VILLAGE OF ISLANDS**

\_\_\_\_\_  
Marne McGrath, Village Clerk

By:\_\_\_\_\_  
Rob Cole  
Village Manager

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

Date:\_\_\_\_\_

\_\_\_\_\_  
John J. Quick, Village Attorney

**CONTRACTOR:**

**ISLAND DISPOSAL COMPANY**

\_\_\_\_\_  
Witness

By:\_\_\_\_\_  
Signature

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Brian Lindback, President  
Title

\_\_\_\_\_  
Date



Island Disposal Services, LLC  
Rate Increase Calculation Effective 1/1/2025  
As of July 17, 2024

**Residential**

|                   | Current                             |                 |              | Proposed 1/1/2025                             |                           |                                     |                 |              |
|-------------------|-------------------------------------|-----------------|--------------|-----------------------------------------------|---------------------------|-------------------------------------|-----------------|--------------|
|                   | <u>Collection<br/>&amp; Hauling</u> | <u>Disposal</u> | <u>Total</u> | <u>CPI -<br/>Collection &amp;<br/>Hauling</u> | <u>CPI -<br/>Disposal</u> | <u>Collection &amp;<br/>Hauling</u> | <u>Disposal</u> | <u>Total</u> |
| Solid waste 2x/wk | \$ 16.66                            | \$ 7.97         | \$ 24.63     | 3.50%                                         | 27.14%                    | \$ 17.24                            | \$ 10.13        | \$ 27.38     |
| Yard waste 1x/wk  | \$ 7.39                             | \$ 2.35         | \$ 9.74      | 3.50%                                         | 3.50%                     | \$ 7.65                             | \$ 2.43         | \$ 10.08     |
| Recycle 1x/wk     | \$ 4.53                             | \$ 2.11         | \$ 6.64      | 3.50%                                         | 24.55%                    | \$ 4.69                             | \$ 2.63         | \$ 7.32      |
| Total/month       | \$ 28.58                            | \$ 12.43        | \$ 41.01     |                                               |                           | \$ 29.58                            | \$ 15.19        | \$ 44.77     |

CPI based on Miami-Fort Lauderdale-West Palm Beach, FL CPI-U, all items index as of June 2024 3.50%

Disposal Increase (actual per County rates, No profit)

|             | <u>Current</u> | <u>New</u> | <u>Increase</u> | <u>% Increase</u> |
|-------------|----------------|------------|-----------------|-------------------|
| Residential | \$ 103.04      | \$ 131.00  | \$ 27.96        | 27.14%            |
| Yard        | \$ 2.35        | \$ 2.43    | \$ 0.08         | 3.50%             |
| Recycle     | \$ 89.12       | \$ 111.00  | \$ 21.88        | 24.55%            |

|                                             | <u>Current</u> | <u>Proposed</u> |
|---------------------------------------------|----------------|-----------------|
| Special Collections of Yard Trash(Oversize) | \$ 49.95       | \$ 51.70        |
| Blended increase for Residential Yardwaste  |                |                 |

**Hazardous Waste Disposal Event**

|                    |             |              |
|--------------------|-------------|--------------|
| Annual 3.5% CPI    | \$40,000.00 | \$ 41,400.00 |
| Quarterly 3.5% CPI | \$10,000.00 | \$10,350.000 |

## EXHIBIT 2

### Commercial

|                                                       | <u>Current</u> | <u>Proposed</u> |
|-------------------------------------------------------|----------------|-----------------|
| Container Rental/Maintenance(no disp, only 3.5% CPI)  | \$ 25.00       | \$ 25.88        |
| Rate per non-compacted cubic yard                     | \$ 23.17       | \$ 25.75        |
| Lock/Chain set up 3.5% increase                       | \$ 100.00      | \$ 103.50       |
| Extra Collection                                      | \$ 75.00       | \$ 83.36        |
| Compacted Yard trash (per cubic yard)                 | \$ 24.79       | \$ 27.55        |
| Rolling out of container (per roll out) 3.5% increase | \$ 9.19        | \$ 9.51         |
| Garbage compactor, roll off(compacted yardage)        | \$ 121.77      | \$ 135.34       |

Please note: Solid waste disposal increased 27.14% from the county, Using the blended collection CPI of 3.5% and the disposal increase, the average is 11.15% which is the increase in the proposal as discussed at contract inception. The only increase for the disposal portion is the increase from the County, there is no CPI in addition to the County increase.

### Commercial Recycling

|                                                        |           |           |
|--------------------------------------------------------|-----------|-----------|
| Cardboard collection per loose yard                    | \$ 13.03  | \$ 14.36  |
| 96-gallon Commingled Recycling 1x/wk                   | \$ 78.71  | \$ 86.73  |
| 65-gallon commingled Recycling 1x/wk                   | \$ 52.47  | \$ 57.82  |
| 35-gallon commingled Recycling 1x/wk                   | \$ 26.24  | \$ 28.91  |
| one (1) cubic yard dumpster-commingled materials 1x/wk | \$ 91.26  | \$ 100.56 |
| two (2) cubic yard dumpster-commingled materials 1x/wk | \$ 182.52 | \$ 201.12 |

Please note: Recycling disposal increased 24.55% from the county. Using the blended collection CPI of 3.5% and the disposal increase, the average is 10.19% which is the increase in the proposal as discussed at contract inception.