



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

November 19, 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 OF THE 2024 - 2026 VILLAGE COUNCIL**
- II. PLEDGE OF ALLEGIANCE**
- III. SWEARING-IN OF NEWLY ELECTED OFFICIALS- The Honorable Sharon I. Hamilton**
- IV. AGENDA: Requests for Deletion / Emergency Additions**
- V. ELECTION OF MAYOR & VICE MAYOR**
 - A. Nomination and Election of Mayor and Vice Mayor**
- VI. REPORTS, PRESENTATIONS AND ANNOUNCEMENTS**
 - A. FDOT Founders Park Crosswalk Study Update TAB 1**
- VII. PUBLIC COMMENT**

(This is general public comment. It provides an opportunity for the public to speak about matters not scheduled elsewhere on the agenda. The mayor opens public comment on agenda items throughout the meeting.)
- VIII. CITIZENS' ADVISORY COMMITTEE REPORTS & APPOINTMENTS**
 - A. Parks and Recreation Committee Report by Chair Carolyn Wightman TAB 2**
- IX. MAYOR / COUNCIL COMMUNICATIONS**
- X. VILLAGE ATTORNEY / VILLAGE MANAGER COMMUNICATIONS**
 - A. Discussion to Schedule Executive Session**
- XI. CONSENT AGENDA**
 - A. Meeting Minutes: TAB 3**

Regular Village Council Meeting - October 8, 2024
Land Use Village Council Meeting - October 10, 2024 (Marne McGrath, Village Clerk)

- B. Resolution Approving a Maintenance Memorandum of Agreement with the Florida Department of Transportation Regarding Canal #147 Restoration **TAB 4** (Peter Frezza, Environmental Resources Manager)

A RESOLUTION OF THE VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA, APPROVING MEMORANDUM OF AGREEMENT WITH FLORIDA DEPARTMENT OF TRANSPORTATION WITH RESPECT TO VANE COMPRESSORS AND ASSOCIATED ELECTRICAL WORK MAINTENANCE; AUTHORIZING VILLAGE OFFICIALS TO IMPLEMENT THE TERMS AND CONDITIONS OF THE MEMORANDUM OF AGREEMENT; AUTHORIZING THE VILLAGE MANAGER TO EXPEND BUDGETED FUNDS; AUTHORIZING THE VILLAGE MANAGER TO EXECUTE THE MEMORANDUM OF AGREEMENT; AND PROVIDING FOR AN EFFECTIVE DATE

- C. Resolution Approving Work Authorization No. 18 with WSP USA Environment & Infrastructure, Inc. for Canal 132 Construction Engineering Inspections 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. 18 WITH WSP USA ENVIRONMENT & INFRASTRUCTURE INC. FOR CANAL 132 RESTORATION PROJECT CONSTRUCTION ENGINEERING INSPECTIONS 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 WORK AUTHORIZATION NO 18; AND PROVIDING FOR AN EFFECTIVE DATE

- D. Resolution Approving Work Authorization No. 19 with WSP USA Environment & Infrastructure Inc. for Water Quality Monitoring and Canal Management Database Updates **TAB 6** (Peter Frezza, Environmental Resources Manager)

A RESOLUTION OF THE VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA, APPROVING WORK AUTHORIZATION NO. 19 WITH WSP USA ENVIRONMENT & INFRASTRUCTURE, INC. FOR WATER QUALITY MONITORING AND CANAL MANAGEMENT DATABASE UPDATES; 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 WORK AUTHORIZATION NO 19; AND PROVIDING FOR AN EFFECTIVE DATE

- E. Resolution Approving Work Authorization No. 20 with WSP USA Environment & Infrastructure, Inc. for Canal #145 Lower Matecumbe Key Backfilling Restoration Project **TAB 7** (Peter Frezza, Environmental Resources Manager)

A RESOLUTION OF THE VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA, APPROVING WORK AUTHORIZATION NO. 20 WITH WSP USA ENVIRONMENT & INFRASTRUCTURE, INC. FOR PROFESSIONAL SERVICES FOR CANAL #145 LOWER MATECUMBE KEY BACKFILLING RESTORATION PROJECT; AUTHORIZING VILLAGE OFFICIALS TO IMPLEMENT THE TERMS AND CONDITIONS OF WORK AUTHORIZATION NO. 20; AUTHORIZING THE VILLAGE MANAGER TO EXPEND BUDGETED FUNDS; AUTHORIZING THE VILLAGE MANAGER TO EXECUTE THE PROJECT AGREEMENT FOR WORK AUTHORIZATION NO. 20; AND PROVIDING FOR AN EFFECTIVE DATE

- F. Resolution Approving Appointment of Charles Kramer as Hearing Officer in Accordance with Section 6-35 of Village Code **TAB 8** (Sheila Denoncourt, Chief Building Official)

A RESOLUTION OF THE VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA, APPROVING THE APPOINTMENT OF CHARLES M. KRAMER AS THE HEARING OFFICER PURSUANT TO SECTION 6-35 OF THE VILLAGE CODE; AUTHORIZING THE VILLAGE MANAGER TO EXPEND BUDGETED FUNDS; AUTHORIZING THE VILLAGE MANAGER TO EXECUTE THE RETAINER AGREEMENT; PROVIDING AUTHORIZATION TO IMPLEMENT THE PURPOSE OF THIS RESOLUTION; AND PROVIDING AN EFFECTIVE DATE

- G. Resolution Approving Amendment to FDOT Public Transit Service Development Program Grant Agreement **TAB 9** (Robert Cole, Village Manager)

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

XII. RESOLUTIONS

- A. Resolution Approving a Professional Services Agreement Between ICONN Technology Group and Islamorada Village Of Islands **TAB 10** (Ramon Navarro, Network Engineer)

A RESOLUTION OF THE VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA, APPROVING FISCAL YEAR 2024-2025 FOR PROFESSIONAL SERVICES BETWEEN ICONN TECHNOLOGY GROUP 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

- B.** Resolution Electing to Use the Uniform Method of Collecting Non-Ad Valorem Special Assessments Levied within the Village toward Canal 147 Restoration Costs **TAB 11** (Peter Frezza, Environmental Resources Manager)

A RESOLUTION OF THE VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA, ELECTING TO USE THE UNIFORM METHOD OF COLLECTING NON-AD VALOREM SPECIAL ASSESSMENTS LEVIED WITHIN THE VILLAGE BEGINNING WITH THE TAX BILL ISSUED IN NOVEMBER 2025 FOR THE CANAL 147 RESTORATION PROJECT; STATING A NEED FOR SUCH LEVY; PROVIDING FOR THE MAILING OF THIS RESOLUTION; AND PROVIDING FOR AN EFFECTIVE DATE

- C.** Resolution Approving Annual Distribution of Building Permit Allocation System (BPAS) Allocations **TAB 12** (Jennifer DeBoisbriand , Planning Director)

A RESOLUTION OF THE VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA, ESTABLISHING THE TOTAL AMOUNT OF NONRESIDENTIAL FLOOR AREA AND RESIDENTIAL DWELLING UNITS, QUARTERLY ALLOCATIONS, AND THE DISTRIBUTION OF ALLOCATIONS BETWEEN CATEGORIES OF THE BUILDING PERMIT ALLOCATION SYSTEM FOR 2025; AND PROVIDING FOR AN EFFECTIVE DATE

- D.** Resolution Approving Agreement with Anser Advisory, LLC, for FY 25-26 Assessment Consulting Services **TAB 13** (Lisa Lynch, Finance Director)

A RESOLUTION OF THE VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA, APPROVING THE AGREEMENT BETWEEN ISLAMORADA, VILLAGE OF ISLANDS, AND ANSER ADVISORY FOR SPECIALIZED PROFESSIONAL SERVICES RELATED TO THE MAINTENANCE OF NON-AD VALOREM ASSESSMENT PROGRAMS FOR WASTEWATER, STORMWATER, AND SOLID WASTE COLLECTION SERVICES FOR THE FISCAL YEAR 2025–2026; APPROVING THE WAIVER OF COMPETITIVE BIDDING; AUTHORIZING THE VILLAGE MANAGER TO EXECUTE THE AGREEMENTS; AUTHORIZING THE VILLAGE MANAGER TO EXPEND BUDGETED FUNDS; AND PROVIDING FOR AN EFFECTIVE DATE.

- E.** Resolution Considering Guidance to Monroe County Board of County Commissioners Regarding any Future BPAS Allocations **TAB 14** (Jennifer DeBoisbriand , Planning Director)

A RESOLUTION OF THE VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA, PROVIDING A RECOMMENDATION TO THE MONROE COUNTY BOARD OF COUNTY COMMISSIONERS REGARDING THE NUMBER OF ADDITIONAL RESIDENTIAL BUILDING PERMIT ALLOCATIONS THE VILLAGE WOULD LIKE TO RECEIVE IN POTENTIAL FUTURE ALLOCATIONS; REPEALING RESOLUTION NO. 24-10-122; PROVIDING FOR TRANSMITTAL OF THIS RESOLUTION TO CERTAIN PEOPLE WITH THE COUNTY

- F. Resolution Approving Update to Council Meeting Procedures **TAB 15** (John Quick, Interim Village Attorney)

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

XIII. ADJOURNMENT

Options for Viewing the Village Council Meeting:

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

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

Option 1: Email your comments.

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

Option 2: Call in During the Meeting.

1. If phoning in, dial 305-224-1968 and enter the webinar **ID: 911 0656 4166** followed by #. When the Mayor opens public comment pertaining to the agenda item you are interested in dial *9 to be recognized by the Zoom meeting monitor. The Monitor will call you by the last four digits of your phone number. **Please be sure to unmute your phone when you are called upon.**
2. If watching online via Zoom: Open the Zoom webinar link <https://zoom.us/j/91106564166> and follow the prompts to join the webinar. When the Mayor opens public comment use the "raise your hand" feature to be recognized by the meeting monitor. Public comments will be heard in the order in which they are received.

ADA Assistance:

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



Council Communication

To: Mayor and Village Council
From: A.J. Engelmeyer, Public Works Director
Date: November 19, 2024
SUBJECT: FDOT Founders Park Crosswalk Study Update TAB 1

Background:

Pursuant to a community request, FDOT undertook evaluation of the need for a designated US-1 crosswalk and associated traffic signalization for safe crossing to and from Founders Park. The study includes two other locations, as well: Overseas Highway at Islamorada Post Office and Overseas Highway at Madeira Rd.

While FDOT has determined that the crosswalk are warranted, they have indicated that the project is unable to move forward without Village approval. Staff will discuss the study and any next steps.

Analysis:

Budget Impact:

Should the Village wish to support the project, it would require installation of a sidewalk along the Old Road at local cost.

Staff Impact:

N/A

Recommendation:

Provide staff direction on whether to support the plan.

Attachments: 1. 2024 11 19 Islamorada Crossings - Council Presentation



Islamorada
— Village of Islands

Pedestrian Safety Improvements for

SR 5/US 1/Overseas Highway, Islamorada, FL

Presentation By:



- Seek feedback from partners
- Environmental constraints
- Community's walkable, mixed-use vision



- Recognize unique community needs
- Balance safety for all users
 - Efficient traffic flow

: Background & Next Steps

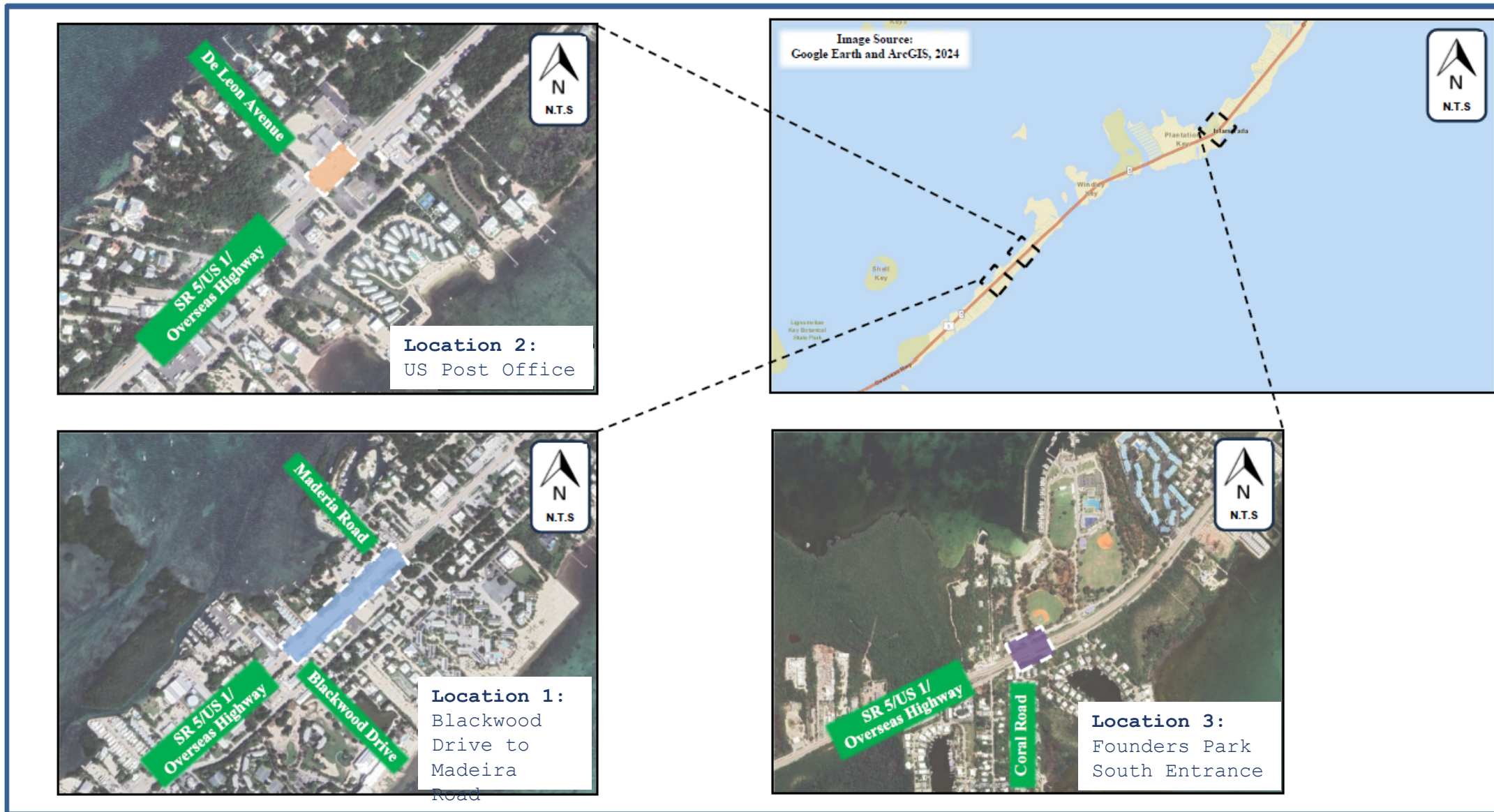
☐ Citizen's Request

☐ Islamorada Crossings Feasibility Study

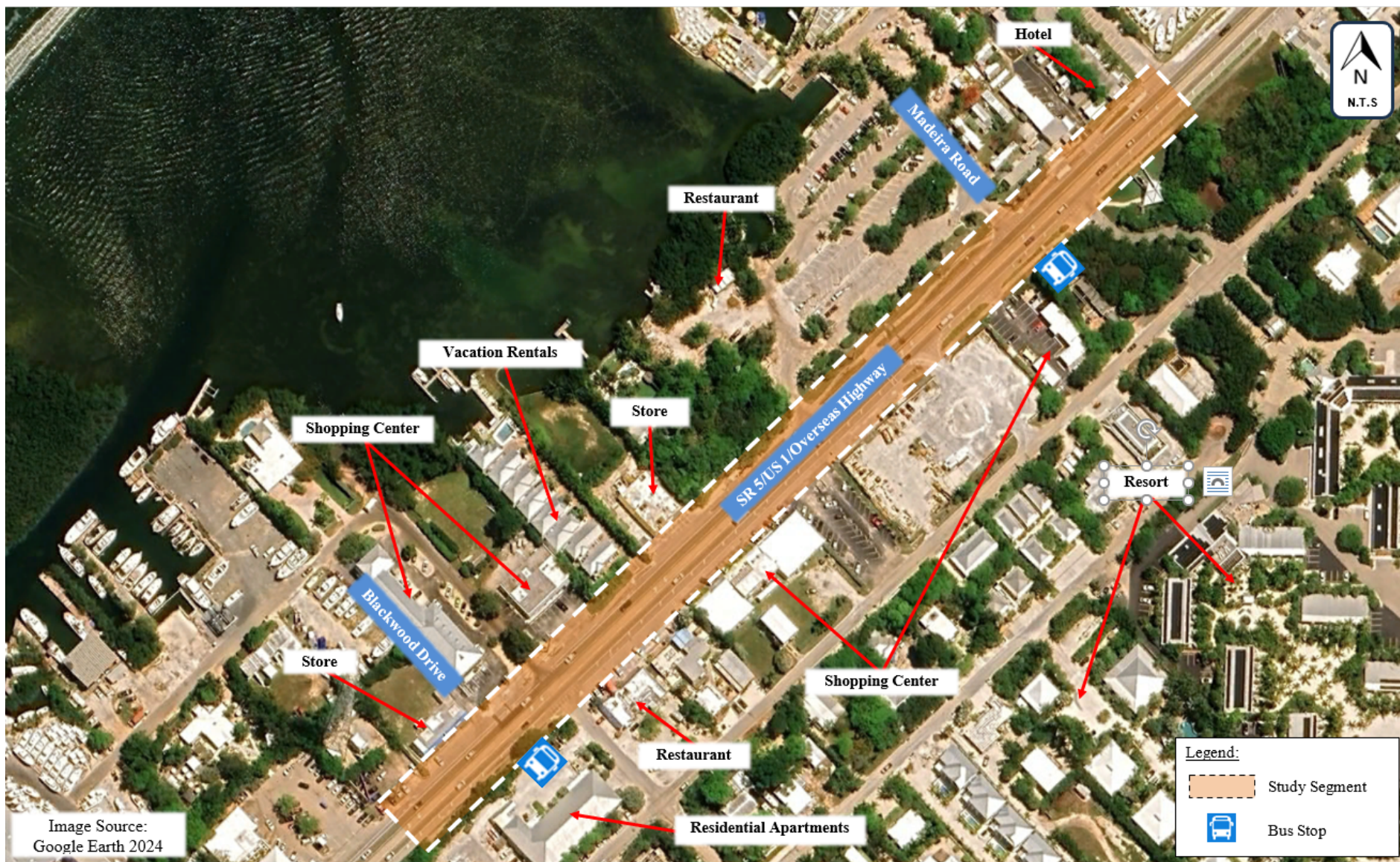
☐ Three Locations Recommended for Crossings

☐ Request for Council Feedback

: Study Locations Map



: Location 1: Between Blackwood Ave & Madeira Rd



Some Relevant Information:

- MM 81.9 - 82.0 (940 ft)
- 2-Lane Road Divided by Two-Way-Left-Turn-Lane
- 45 MPH
- Pedestrian Generators & Receptors on Both Sides of the Road

: Location 2: At US Post Office



Some Relevant Information:

- ☐ MM 82.7
- ☐ 4-Lane Road Divided by Two-Way-Left-Turn-Lane
- ☐ 45 MPH
- ☐ Pedestrian Generators & Receptors on Both Sides of the Road

☐ Why here?

- Pedestrian Generators & Receptors
- Pedestrian Crashes
- Pedestrian Crossing Activity
- No Other Nearby Designated Crossings
- No Raised Median Refuge in a 45-MPH Road
- Exceeds Minimum Vehicular Volume of 2,000 vehicles

☐ Best Location for Crossing Locations 1 and 2

- West Leg at Madeira Road Intersection
- Approx. 230 ft. East of De Leon Avenue Intersection

☐ Proposed Type Traffic Control:

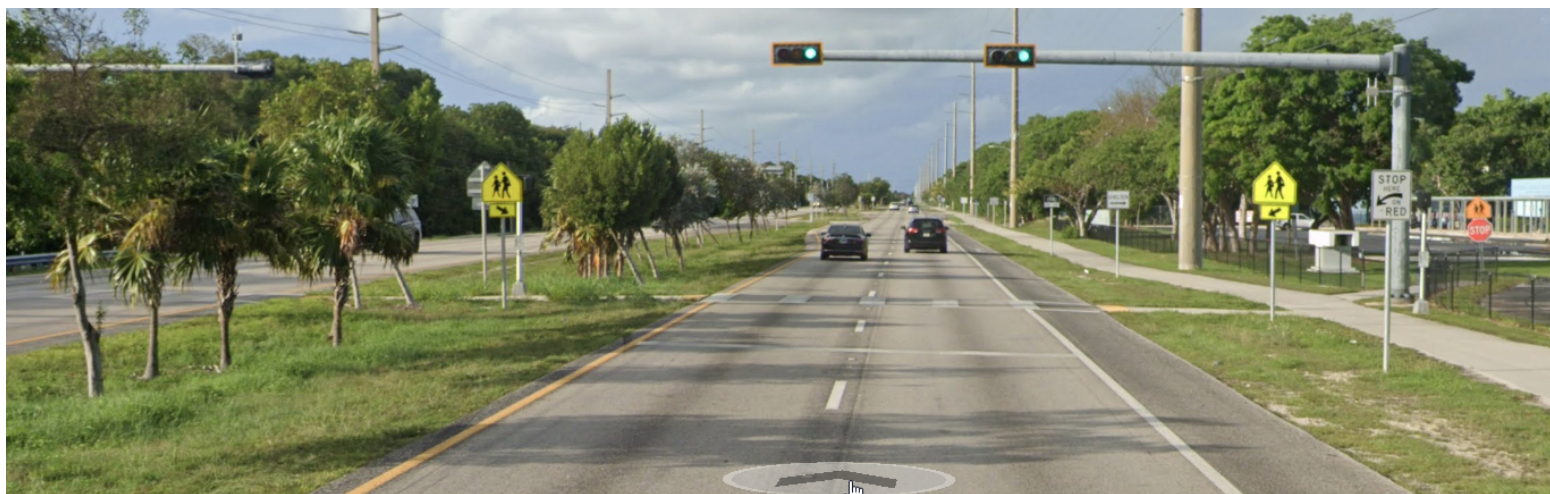
- Traffic signal or pedestrian hybrid beacon to meet FDOT standards

: Pedestrian Hybrid Beacon vs. Pedestrian Signal

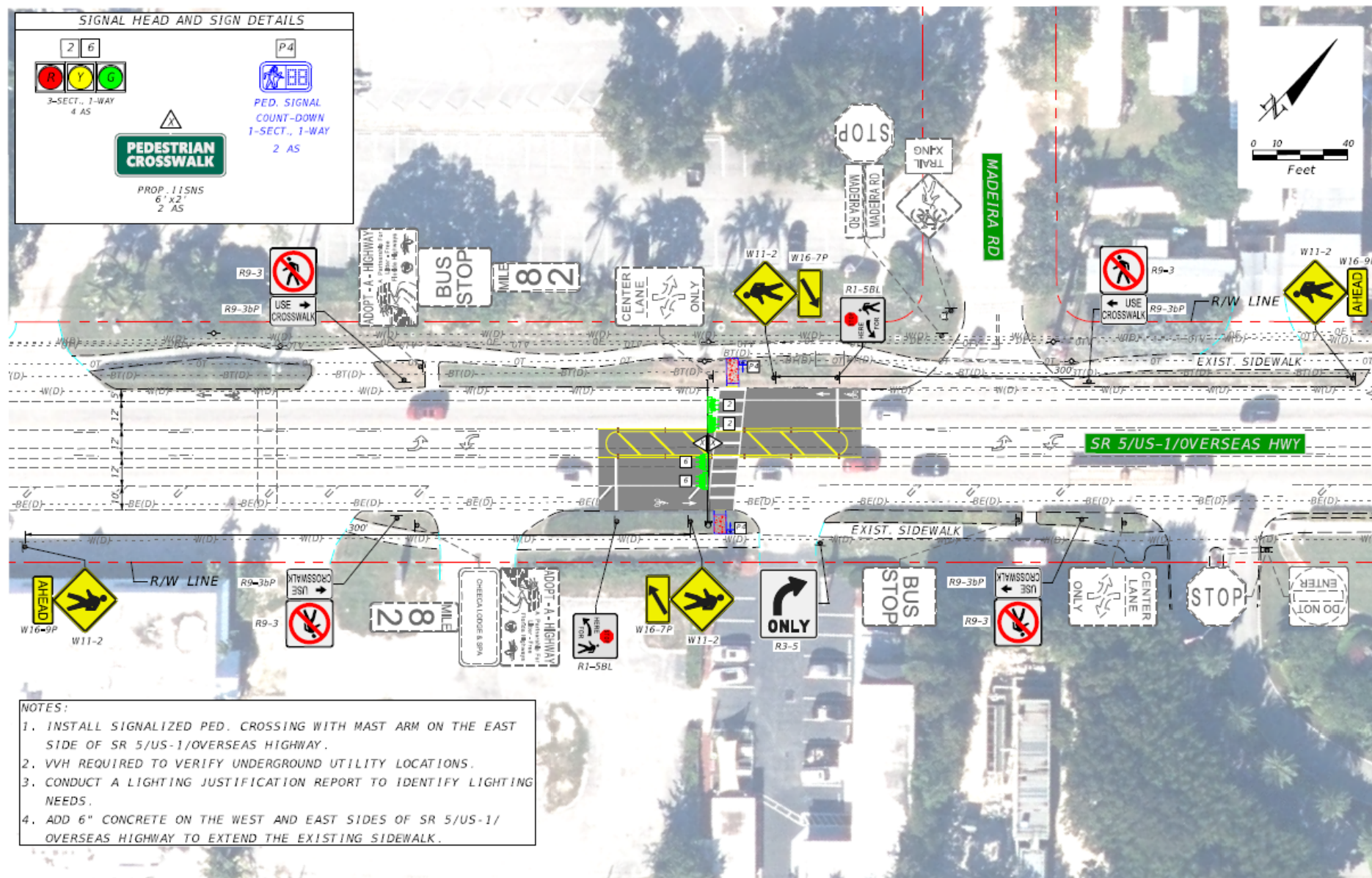


Pedestrian Hybrid Beacon at MM 100

Pedestrian Signal at MM 104.6

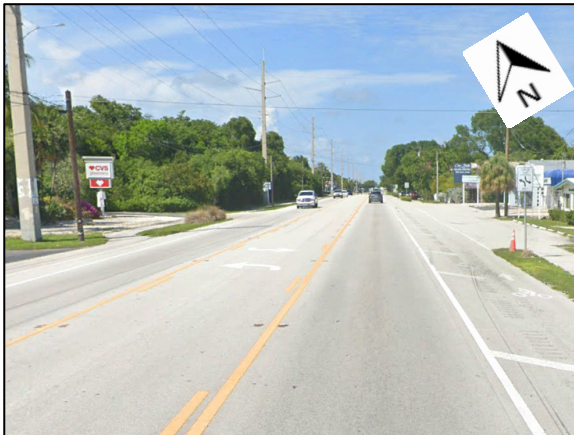
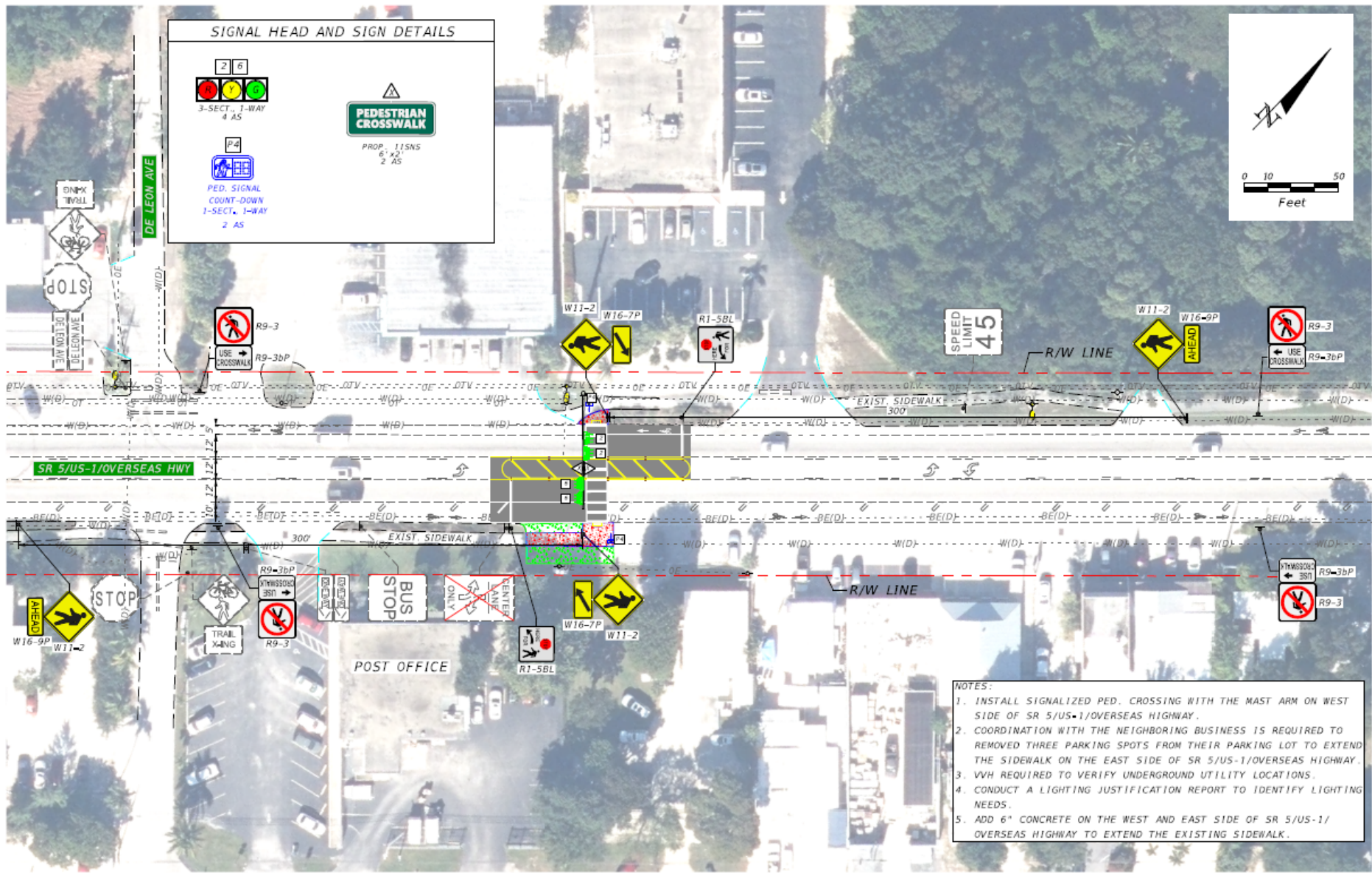


: Location 1: Between Blackwood Ave & Madeira Rd



Streetview of Proposed Crosswalk Location

: Location 2: At US Post Office



Streetview of Proposed Crosswalk Location

: Location 3: At Founders Park South Entrance



Some Relevant Information:

- ❑ MM 82.7
- ❑ 4-Lane Road Divided by Two-Way-Left-Turn-Lane
- ❑ 45 MPH
- ❑ Pedestrian Generators & Receptors on Both Sides of the Road

: Location 3: At Founders Park South Entrance

☐ Why here?

- Pedestrian Generators & Receptors
- Pedestrian Crossing Activity
- No Other Nearby Designated Crossings
- No Raised Median Refuge in a 45-MPH Road
- Exceeds Minimum Vehicular Volume of 2,000 vehicles

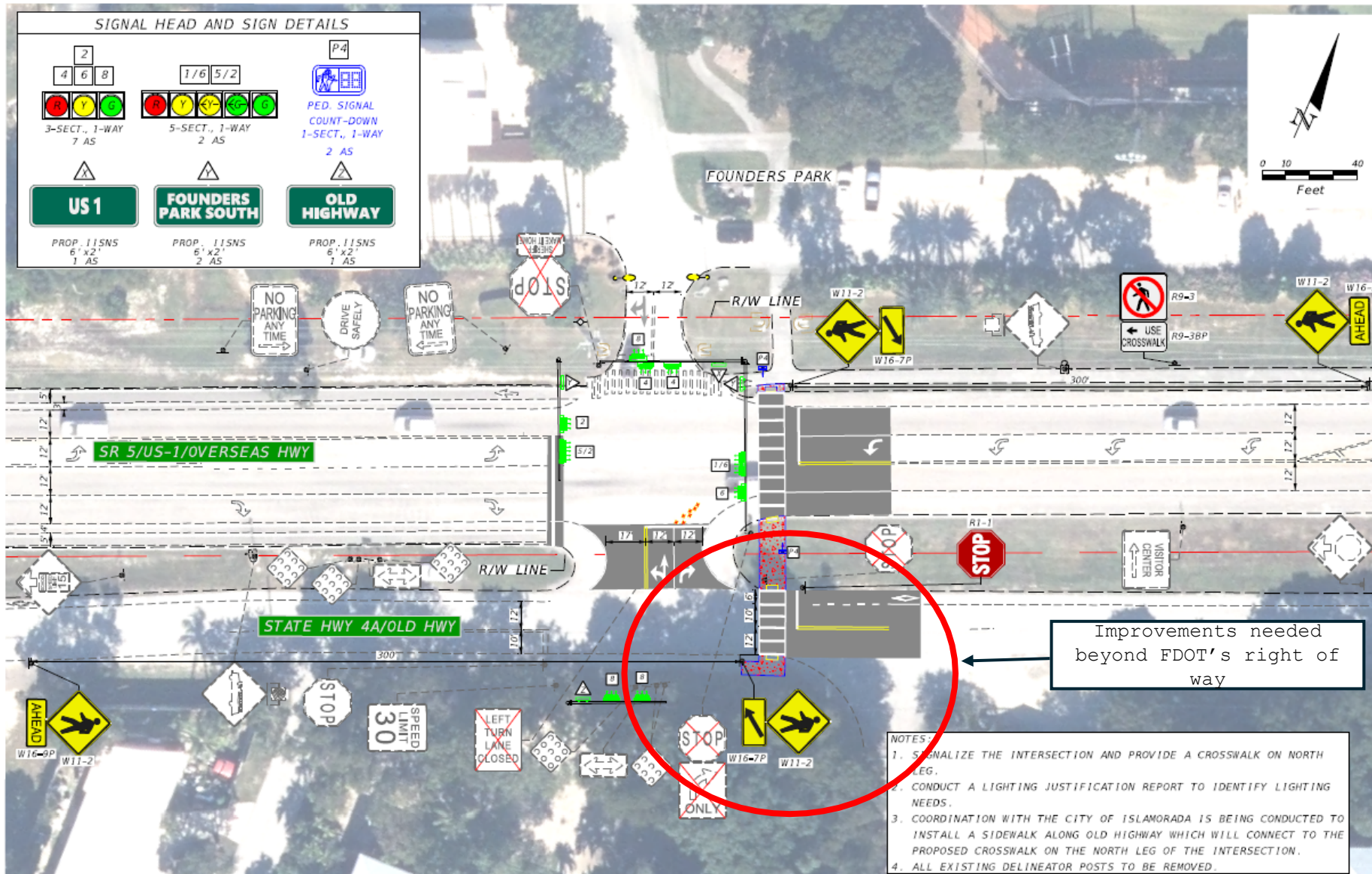
☐ Best Location for Crossing

- At Founders Park South Entrance Intersection

☐ Most Appropriate Traffic Control:

- A signalized crossing to meet FDOT standards

: Location 3: At Founders Park South Entrance



Streetview of Proposed Crosswalk Location

Thank you!



From: [maria bagioti](#)
To: [Marne McGrath](#)
Subject: Parks & Recreation Advisory Committee Report
Date: Thursday, November 7, 2024 12:25:52 PM

Listed below is the report from Carolyn Wightman, Chair

To continue ongoing discussions regarding the Master Plan Update for Founders Park, the Committee was given these presentations:

- From Pete Frezza re the Village properties other than Founders Park. He reported on the Conservation Parks.
- Lisa Watts, Dockmaster, responded to questions about the areas at Founders Park that are managed by the Marina – for example, boat storage.
- Maria & Park Staff discussed Park Fee Schedules.
- Mallory Hugest from the community gave Eagle Scout proposal to create a bike repair station.
- Breakwater project is now complete.

Events

- Trunk or Treat, October 26, 2024
- Beats on the Bay November 8, 2024, Jimmy Buffet Tribute
- Founders Park Masterplan Workshop – Tuesday, Nov 12
- Holiday Fest, Friday December 6, 2024
- Next Committee Meeting – scheduled for Wed, Jan 22

Celebrations

- Coral Shores High School Swim Team
Synchro Sirens

Maria Bagiotti

Founders Park Director
Islamorada, Village of Islands
87000 Overseas Highway
Islamorada, FL 33036
Tel: 305-853-1685
Fax: 305-853-1778

****How are we doing? Click [here](#) to complete our Customer Survey****

Please Note: Florida Public Records Law provides that most written communications to or from municipal employees regarding Village business are public records, available to the public and media upon request. Therefore, this email may be subject to public disclosure.



Council Communication

To: Mayor and Village Council
From:
Date: November 19, 2024
SUBJECT: Discussion to Schedule Executive Session

Background:

Analysis:

Budget Impact:

Staff Impact:

Recommendation:

Attachments: None



Islamorada, Village of Islands

REGULAR VILLAGE COUNCIL MEETING

October 8, 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 05:32 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

SRC Coordinator Alyssa Panzer led the Pledge of Allegiance and Mayor Pinder began the meeting with a prayer.

III. AGENDA: Requests for Deletion / Emergency Additions

Council Member Elizabeth Jolin pulled Tab 10

Council Member Mark Gregg asked to give a PSA under Discussion

Council Member Henry Rosenthal pulled Tab 5, Tab 11, and Tab 13

Interim Village Attorney John Quick confirmed that Tabs 5, 10, 11, and 13 were pulled from the Consent Agenda for consideration during the Resolutions section of the agenda.

IV. REPORTS, PRESENTATIONS AND ANNOUNCEMENTS

A. FDOT Monroe County Freight Plan Presentation **TAB 1**

FDOT Consultant Jack Schnettler presented the Monroe County Freight Improvement Plan.

Village Manager Rob Cole noted that FDOT was beginning their process by making the presentation and that the Village would encourage robust public engagement before any decisions were made.

Council Member Elizabeth Jolin asked to waive the limitation on public comment on this section of the agenda. A majority of Council concurred and Mayor Joseph B. Pinder III opened public comment.

Speakers included:

Van Cadenhead
Sue Miller
Joe Wischmeier

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

V. PUBLIC COMMENT

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

Mayor Joseph B. Pinder III opened public comment.

Speakers included:
Van Cadenhead
Joe Wischmeier

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

VI. CITIZENS' ADVISORY COMMITTEE REPORTS & APPOINTMENTS

A. Motion to Consider Appointment of Nicholas Kross to the Nearshore Waters Citizens' Advisory Committee **TAB 2**

Mayor Joseph B. Pinder III opened public comment.

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

ACTION: Motion to Approve the appointment of Nicholas Kross to the Nearshore Water Citizens' Advisory Committee item VI.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

VII. MAYOR / COUNCIL COMMUNICATIONS

Council Member Henry Rosenthal asked for an update on the discussion with the Key Largo Wastewater District.

Village Manager Rob Cole noted that the KLWWD wanted the North Plantation Key situation corrected before further discussions and noted an independent engineer might be required to resolve the impasse.

Council Member Mark Gregg shared a public service announcement noting if someone has a building permit, whenever there is a disaster the time to meet the requirements is suspended during a Governor's Emergency Declaration. He noted the law is favorable to permit holders and that it can last up to several years. Interim Village Attorney John Quick noted the law applied to building permits and development orders and noted interested residents could review F.S. 252.363 for timelines and exclusions.

VIII. VILLAGE ATTORNEY / VILLAGE MANAGER COMMUNICATIONS

Village Manager Rob Cole shared the Village's 5:00 p.m. communication concerning Hurricane Milton, noting that Village Offices would be closed on October 9 out of an abundance of caution during the Tropical Storm Warning for the Keys, and according to the National Weather Service, maximum storm surge was expected to reach the Upper Keys on Thursday.

IX. CONSENT AGENDA

Mayor Joseph B. Pinder III opened public comment.

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

Interim Village Attorney John Quick introduced the Consent Agenda, noting that Tabs 5, 10, 11, and 13 had been removed from the Consent Agenda.

ACTION: Motion to Approve the Consent Agenda with the removal of Tabs 5, 10, 11, and 13 item IX. by Mark Gregg second by Sharon Mahoney;
Motion Passed with a 5:0 vote

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

NAYS: None

ABSTAIN: None

A. Approval of Meeting Minutes: TAB 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 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

- D. 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

- E. 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

- F. 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

- G. 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

- H. 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

- I. 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 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

Mayor Joseph B. Pinder III opened public comment.

Speakers included:
Van Cadenhead
Sue Miller

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

Council Member Henry Rosenthal stated that he didn't think the public understood that it could eventually involve their property.

SRC Coordinator Alyssa Panzer stated that this was a feasibility review to look at the potential opportunities. She noted breakwaters were recommended at several locations, but these are two of the more crucial.

Planning Director Jennifer DeBoisbriand noted the department would issue quarterly updates on the project. She further announced they were planning community workshops to educate the public.

ACTION: Motion to Approve item X.A. by Elizabeth Jolin second by Mark Gregg;

Motion Passed with a 5:0 vote

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

NAYS: None

ABSTAIN: None

- B.** 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

Mayor Joseph B. Pinder III opened public comment.

Speakers included:
Joe Wischmeier

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

ACTION: Motion to Approve item X.B. by Elizabeth Jolin second by Mark Gregg;

Motion Passed with a 5:0 vote

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

NAYS: None

ABSTAIN: None

- C. 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

Mayor Joseph B. Pinder III opened public comment.

Speakers included:
Sue Miller

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

ACTION: Motion to Approve item X.C. by Mark Gregg second by Elizabeth Jolin;

Motion Passed with a 5:0 vote

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

NAYS: None

ABSTAIN: None

- D. Resolution Approving 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

Building Official Sheila Denoncourt noted this contract was a piggyback with Key West.

Mayor Joseph B. Pinder III opened public comment.

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

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

- E. 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

Finance Director Lisa Lynch noted that in the future budget amendments will be made quarterly.

Mayor Joseph B. Pinder III opened public comment.

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

ACTION: Motion to Approve item X.E. 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

- F. 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

Mayor Joseph B. Pinder III opened public comment

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

ACTION: Motion to Approve item X.F. by Henry Rosenthal second by Sharon Mahoney;
Motion Passed with a 5:0 vote

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

NAYS: None

ABSTAIN: None

- G.** 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

Village Manager Rob Cole requested Council direction on the employee opt-out of the Village's health benefits, professional development incentives for Fire personnel, and supplemental cancer coverage for Fire personnel. He noted that if these benefits were to be continued they need to be incorporated into the personnel policy manual.

Mayor Joseph B. Pinder III opened public comment.

Speakers included:
Joe Wischmeier
Sue Miller
Harold Dalton

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

After continued discussion, public comment was reopened.

Speakers included:
Deb Gillis

Mayor Pinder closed public comment.

ACTION: Motion to Approve amending Sec. 10 of the Personnel Manual as discussed, to be done during the budget process item X.G. by Elizabeth Jolin second by Mark Gregg;
Motion Passed with a 5:0 vote

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

NAYS: None

ABSTAIN: None

- H. 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

Mayor Joseph B. Pinder III opened public comment.

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

ACTION: Motion to Approve item X.H. 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

XI. ADJOURNMENT

Council Member Henry Rosenthal moved to adjourn the meeting at 9:19 p.m.



Islamorada, Village of Islands

REGULAR VILLAGE COUNCIL MEETING

October 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 5:33 p.m.

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

ABSENT:

II. PLEDGE OF ALLEGIANCE

Ty Harris led the Pledge of Allegiance and Firefighter Taylor 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:

Sue Miller
Van Cadenhead
Don Horton
Joe Wischmeier

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

V. MAYOR / COUNCIL COMMUNICATIONS

There were none.

VI. VILLAGE ATTORNEY / VILLAGE MANAGER COMMUNICATIONS

Village Manager Rob Cole thanked the first responders and staff who helped keep things in order during Hurricane Milton.

Interim Village Attorney John Quick reiterated Village Manager Cole's sentiment and noted working with the Council had been a pleasure.

VII. RESOLUTIONS

- A.** Consideration of Award of Agreement for RFP 24-10 Comprehensive Plan Update **TAB A** (Jennifer DeBoisbriand , Planning Director)

A RESOLUTION OF THE VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA APPROVING AN AGREEMENT PURSUANT TO RFP 24-10 FOR THE COMPREHENSIVE PLAN UPDATE; AUTHORIZING THE VILLAGE MANAGER TO EXECUTE THE AGREEMENT; AUTHORIZING THE VILLAGE MANAGER TO EXPEND BUDGETED FUNDS; AND PROVIDING FOR AN EFFECTIVE DATE

Planning Director Jennifer DeBoisbriand summarized the proposed contract with Able City East.

Mayor Joseph B. Pinder III opened public comment.

Speakers included:

Van Cadenhead

Don Horton

Joe Wischmeier

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

ACTION: Motion to Approve item VII.A. by Sharon Mahoney second by Mark Gregg;

Motion Passed with a 4:1 vote

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

NAYS: Henry Rosenthal

ABSTAIN: None

- B.** Resolution Considering Guidance to Monroe County Board of County Commissioners Regarding any Future BPAS Allocations **TAB B** (Jennifer DeBoisbriand , Planning Director)

Planning Director Jennifer DeBoisbriand summarized her recommendation which was based on data and community input. Director DeBoisbriand noted the request was to ask for 250 allocations as they would cover the 54 in the queue plus the 178 for the vacant parcel analysis, plus a cushion.

Mayor Joseph B. Pinder III opened public comment.

Speakers included:

Ty Harris

Van Cadenhead

Sue Miller

Susan Raffanello

Don Horton
Joe Wischmeier

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

ACTION: Motion to request 104.75 BPAS allocations and to include the directive language that they are allocated over the next twelve years item VII.B. 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

VIII. QUASI-JUDICIAL

Interim Village Attorney John Quick noted these are companion items and would be discussed together if there was no objection.

Council was asked to disclose any ex parte communications:
None of the Council Members had any communications to disclose.

- A. Ordinance Amendment Considering the Request of Sojourn South LLC to Amend the Future Land Use Map of Parcel 00394480-000108
- **Second Reading TAB C** (Jennifer DeBoisbriand , Planning Director)

AN ORDINANCE OF ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA, CONSIDERING THE REQUEST OF TY HARRIS PA AGENT FOR SOJOURN SOUTH LLC, TO AMEND THE VILLAGE'S FUTURE LAND USE MAP FROM CONSERVATION (C) TO MIXED USE (MU) FOR THE SUBJECT PROPERTY, LOCATED ON LOWER MATECUMBE KEY, WITH REAL ESTATE NUMBER 00394480-000108, 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.

Planning Director Jennifer DeBoisbriand summarized the request, noting this was a second reading as the first reading had been approved on June 13. Director DeBoisbirand noted that on August 20 Florida Commerce approved the ordinance.

Mayor Pinder called for testimony first from speakers in favor of the requests and then from those opposed:

In favor - Van Cadenhead
Opposed - Sue Miller

ACTION: Motion to Approve item VIII.A. 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

- B.** Ordinance Amendment Considering the Request of Sojourn South LLC to Amend the Zoning Map for Parcel 00394480-000108 -
Second Reading TAB D (Jennifer DeBoisbriand , Planning Director)

AN ORDINANCE OF ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA, CONSIDERING THE REQUEST OF TY HARRIS PA AGENT FOR SOJOURN SOUTH LLC, TO AMEND THE OFFICIAL ZONING MAP FROM CONSERVATION (C) TO COMMERCIAL FISHING (CF) FOR THE SUBJECT PROPERTY, LOCATED ON LOWER MATECUMBE KEY, WITH REAL ESTATE NUMBER 00394480-000108, 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

Discussion was rolled in with item VIII. A. as they were companion requests.

ACTION: Motion to Approve item VIII.B. 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

IX. ADJOURNMENT

Council Members Mark Gregg, Elizabeth Jolin, and Henry Rosenthal shared their thoughts about serving as members of the Village Council.

Council Member Henry Rosenthal moved to adjourn the meeting at 8:08 p.m.



Council Communication

To: Mayor and Village Council
From: Peter Frezza, Environmental Resources Manager
Date: November 19, 2024
SUBJECT: **Resolution Approving a Maintenance Memorandum of Agreement with the Florida Department of Transportation Regarding Canal #147 Restoration TAB 4**

Background:

Islamorada, Village of Islands (the "Village"), are taking steps necessary to improve water quality conditions within its canals and nearshore waters by carrying out a Canal Restoration Work Program. To this end, the Village is currently moving forward with a canal restoration project within Canal 147, Lower Matecumbe Key. The project entails organic removal, backfilling, and installation of an air curtain at the mouth of the canal. 100% of the project, from design through construction and monitoring, is being funded through a grant from the FDEP through the Stewardship Act program. The organic removal and backfilling components of the project are currently underway and expected to be complete in early 2025. The air curtain component of the project is expected to begin shortly after that. The use of air curtains at the mouth of residential canals has been effective in reducing the amount of sargassum and other seaweed from entering the canals and will complement the current backfilling project and will result in a full restoration of canal 147.

Analysis:

The proposed and permitted location for the storage of the air compressors/vane compressors which power the air curtain system is within the Florida Department of Transportation ("FDOT") right of way adjacent to the Overseas Highway, in between Atlantic and Leserra lanes. Both the Village and the FDOT mutually recognize the need for entering into a Maintenance Memorandum of Agreement ("Agreement"; Attachment 1), designating and setting forth the Village's responsibilities with regards to the maintenance of the air compressors once installed. The Village and FDOT agree that the execution of the Agreement constitutes an assignment of all maintenance responsibilities pertaining to the air compressors and associated electrical work within the project limit to the Village upon the FDOT's release of its contractor from further warranty work and responsibility.

Budget Impact:

There is no budget impact associated with the adoption of this Resolution.

Staff Impact:

The Village Environmental Resources Manager would oversee and monitor any construction or maintenance of the equipment carried out in association with installation or maintenance of

the air compressor system. The Environmental Resource Manager would also coordinate with the FDOT during construction.

Recommendation:

Staff recommends that the Village Council pass and adopt the proposed resolution, thereby approving the maintenance memorandum of agreement between the Florida Department of Transportation and the Village.

- Attachments:**
1. 49W8252-Resolution Approving Memorandum of Agreement with FDOT for Canal 147
 2. Exhibit A_Islamorada 2024-K-692-00005 MMOA

RESOLUTION NO. 24-

A RESOLUTION OF THE VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA, APPROVING MEMORANDUM OF AGREEMENT WITH FLORIDA DEPARTMENT OF TRANSPORTATION WITH RESPECT TO VANE COMPRESSORS AND ASSOCIATED ELECTRICAL WORK MAINTENANCE; AUTHORIZING VILLAGE OFFICIALS TO IMPLEMENT THE TERMS AND CONDITIONS OF THE MEMORANDUM OF AGREEMENT; AUTHORIZING THE VILLAGE MANAGER TO EXPEND BUDGETED FUNDS; AUTHORIZING THE VILLAGE MANAGER TO EXECUTE THE MEMORANDUM OF AGREEMENT; AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, the Florida Department of Transportation ("FDOT") has jurisdiction over State Road 5 (Overseas Highway) at Canal #147, from Leserra Lane to Atlantic Lane, which is located within the limits of Islamorada, Village of Islands, Florida (the "Village"); and

WHEREAS, the VILLAGE, pursuant to Permit Number 2024-K-692-00005, will install vane compressors and associated electrical work along State Road 5 (Overseas Highway) at Canal #147, from Leserra Lane to Atlantic Lane (the "Project"); and

WHEREAS, it is necessary to enter into the Memorandum of Agreement with FDOT for the Village to install and maintain the Project (the "Agreement"); and

WHEREAS, the Village Council of Islamorada, Village of Islands (the "Village Council"), has determined that in the best interest of the Village and its residents to enter into the Agreement.

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

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

Section 2. Approval of Agreement. The Village Council hereby approves the Agreement for the Project, as set forth in Exhibit "A" attached hereto.

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

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

Section 5. Authorization of Agreement Execution. The Village Manager is authorized to execute the Agreement on behalf of the Village and to execute any extension and amendments to the Agreement, subject to approval as to form and legality by the Village Attorney.

Section 6. 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 _____

Vice Mayor _____

Council Member _____

Council Member _____

Council Member _____

PASSED AND ADOPTED THIS ____ DAY OF _____, 2024.

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

**FLORIDA DEPARTMENT OF TRANSPORTATION
VANE COMPRESSORS AND ASSOCIATED ELECTRICAL WORK
MAINTENANCE MEMORANDUM OF AGREEMENT
WITH
ISLAMORADA, VILLAGE OF ISLANDS**

This **AGREEMENT**, entered into on _____, 20____, by and between the **STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION**, an agency of the State of Florida, hereinafter called the **DEPARTMENT**, and the **ISLAMORADA, VILLAGE OF ISLANDS**, a political subdivision of the State of Florida, hereinafter called the **VILLAGE**, and collectively referred to as the **PARTIES**.

RECITALS:

- A. The **DEPARTMENT** has jurisdiction over **State Road 5 (Overseas Highway) at Canal #147, from Leserra Lane to Atlantic Lane**, which is located within the limits of the **VILLAGE**; and
- B. The **VILLAGE**, pursuant to **Permit Number 2024-K-692-00005**, will install vane compressors and associated electrical work along **State Road 5 (Overseas Highway) at Canal #147, from Leserra Lane to Atlantic Lane**, the limits of which are described in the attached Exhibit 'A' (the **PROJECT LIMITS**), which by reference shall become a part of this **AGREEMENT**; and
- C. It is the intent of the **PARTIES** for this **AGREEMENT** to supplement all existing Maintenance Memorandum of Agreement and existing Permits previously executed between the **DEPARTMENT** and the **CITY**; and
- D. The **PARTIES** to this **AGREEMENT** mutually recognize the need for entering into an agreement designating and setting forth the **VILLAGE'S** responsibilities with regards to the maintenance of the vane compressors and associated electrical work within the **PROJECT LIMITS**; and
- E. The **VILLAGE**, by Resolution No. _____, dated _____, attached hereto as Exhibit 'B', which by reference shall become a part of this **AGREEMENT**, desires to enter into this **AGREEMENT** and authorizes its officers to do so.

NOW, THEREFORE, for and in consideration of the mutual benefits contained herein and other good and valuable consideration, the **PARTIES** covenant and agree as follows:

1. RECITALS

The recitals in this **AGREEMENT** are true and correct, and are incorporated herein by reference and made a part hereof.

2. DEPARTMENT RESPONSIBILITIES

The **PARTIES** agree that the execution of this **AGREEMENT** shall constitute an assignment of all maintenance responsibilities pertaining to the vane compressors and associated electrical work (the **IMPROVEMENTS**) within the **PROJECT LIMITS** to the **VILLAGE** upon the **DEPARTMENT'S** release of its contractor from further warranty work and responsibility.

The **DEPARTMENT** may, at its sole discretion, perform periodic inspection of the **IMPROVEMENTS** to ensure that the **VILLAGE** is performing its duties pursuant to this **AGREEMENT**. The **DEPARTMENT** shall share with the **VILLAGE** its inspection findings, and may use those findings as the basis of its decisions regarding maintenance deficiencies, as set forth in Section 4 of this **AGREEMENT**.

3. VILLAGE'S RESPONSIBILITIES

So long as the **IMPROVEMENTS** remain in place, the **VILLAGE** shall be responsible for the maintenance of the same. The **VILLAGE** shall maintain the **PROJECT LIMITS** in accordance with all applicable **DEPARTMENT** guidelines, standards, and procedures, which shall include but shall not be limited to the Maintenance Rating Program Handbook, as may be amended from time to time. Additionally, when the **DEPARTMENT** does not have guidelines, standards, and procedures related to certain maintenance activities, the **VILLAGE** shall maintain the **PROJECT LIMITS** in accordance with Federal standards, guidelines, and procedures, as may be amended from time to time, and in accordance with the standards set forth in the Plans, in the Project Specifications, Special Provisions and all Manufacturer's and Vendor's maintenance recommendations. The **VILLAGE** shall ensure that any improvements comply with the terms of this **AGREEMENT** and meet the **DEPARTMENT'S** safety guidelines.

Obtaining copies of all applicable rules, regulations, policies, procedures, guidelines, and manuals, and the Project Specification and Special Provisions, as may be amended from time to time.

Maintaining a service log of all maintenance operations that sets forth the date of the maintenance activity, the location that was maintained, and the work that was performed.

Submitting Lane Closure Requests to the **DEPARTMENT** when maintenance activities will require the closure of the sidewalk or a traffic lane in the **DEPARTMENT'S** right-of-way. Lane closure requests shall be submitted through the District Six Lane Closure Information System, to the **DEPARTMENT'S** area Permit Manager and in accordance with the District Six Lane Closure Policy, as may be amended from time to time.

When remedial action is required in accordance with the above requirements, the **VILLAGE** at its own expense shall complete all necessary repairs within thirty (30) days of the date the deficiency is identified.

Restore the **DEPARTMENT'S** RW to its original condition every time repairs are completed. Remove and properly disposing of all discarded materials related to the repairs.

Paying for all maintenance, operational and electrical costs associated therewith.

4. MAINTENANCE DEFICIENCIES

If at any time it shall come to the attention of the **DEPARTMENT** that the **VILLAGE'S** responsibilities as established herein are not being properly accomplished pursuant to the terms of this **AGREEMENT**, the **DEPARTMENT** may, at its option, issue a written notice, in care of the **VILLAGE MANAGER**, to notify the **VILLAGE** of the maintenance deficiencies. From the date of receipt of the notice, the **VILLAGE** shall have a period of thirty (30) calendar days, within which to correct the cited deficiency or deficiencies. Receipt is determined in accordance with Section 5 of this **AGREEMENT**.

If said deficiencies are not corrected within this time period, the **DEPARTMENT** may, at its option, proceed as follows:

- a. Maintain the **IMPROVEMENTS** or a part thereof and invoice the **VILLAGE** for expenses incurred; or
- b. Terminate this **AGREEMENT** in accordance with Section 7, remove any or all of the **IMPROVEMENTS** located within the **PROJECT LIMITS**, and charge the **VILLAGE** the reasonable cost of such removal.

5. NOTICES

All notices, requests, demands, consents, approvals, and other communication which are required to be served or given hereunder, shall be in writing and shall be sent by certified U.S. mail, return receipt requested, postage prepaid, addressed to the party to receive such notices as follows:

To the DEPARTMENT: Florida Department of Transportation
1000 Northwest 111 Avenue, Room 6205
Miami, Florida 33172-5800
Attn: District Maintenance Engineer

To the VILLAGE: Islamorada, Village of Islands
86800 Overseas Highway
Islamorada, Florida 33036
Attention: Village Manager

Notices shall be deemed to have been received by the end of five (5) business days from the proper sending thereof unless proof of prior actual receipt is provided.

6. REMOVAL, RELOCATION OR ADJUSTMENT OF THE IMPROVEMENTS

- a. The **PARTIES** agree that the **IMPROVEMENTS** addressed by this **AGREEMENT** may be removed, relocated or adjusted at any time in the future, at the **DEPARTMENT'S** sole discretion. In the event that the **DEPARTMENT** relocates or adjusts the **IMPROVEMENTS**, the **VILLAGE'S** maintenance responsibilities will survive the relocation or adjustment, as long as the materials remain within the **PROJECT LIMITS**.

7. TERMINATION

This **AGREEMENT** is subject to termination under any one of the following conditions:

- a. By the **DEPARTMENT**, if the **VILLAGE** fails to perform its duties under Section 3 of this **AGREEMENT**, following the thirty (30) days written notice, as specified in Section 4 of this **AGREEMENT**.
- b. In accordance with Section 287.058(1)(c), Florida Statutes, the **DEPARTMENT** shall reserve the right to unilaterally cancel this **AGREEMENT** if the **VILLAGE** refuses to allow public access to any or all documents, papers, letters, or other materials made or received by the **VILLAGE** pertinent to this **AGREEMENT** which are subject to provisions of Chapter 119, of the Florida Statutes.
- c. If mutually agreed to by both parties, upon thirty (30) days advance notice. An agreement to terminate shall be valid only if made in writing and executed with the same formalities as this **AGREEMENT**.

8. TERMS

- a. The effective date of this **AGREEMENT** shall commence upon execution by the **PARTIES** and shall continue so long as the **IMPROVEMENTS** remain in place until termination as set forth in Section 7.
- b. E-Verify

The **VILLAGE** shall:

- i. Utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Vendor/Contractor during the term of the contract; and
- ii. Expressly require any subcontractors performing work or providing services pursuant to the state contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term.
(Executive Order Number 2011-02)

The **VILLAGE** shall insert the above clause into any contract entered into by the **VILLAGE** with vendors or contractors hired by the **VILLAGE** for purposes of performing its duties under this **AGREEMENT**.

- c. This writing embodies the entire **AGREEMENT** and understanding between the **PARTIES** hereto and there are no other agreements and understanding, oral or written, with reference to the subject matter hereof that are not merged herein and superseded hereby.
- d. This **AGREEMENT** shall not be transferred or assigned, in whole or in part, without the prior written consent of the **DEPARTMENT**.
- e. This **AGREEMENT** shall be governed by and constructed in accordance with the laws of the State of Florida. Any provisions of this **AGREEMENT** found to be unlawful or unenforceable shall be severable and shall not affect the validity of the remaining portions of the **AGREEMENT**.
- f. Venue for any and all actions arising out of or in connection to the interpretation, validity, performance or breach of this **AGREEMENT** shall lie exclusively in a state court of proper jurisdiction in Leon County, Florida.
- g. A modification or waiver of any of the provisions of this **AGREEMENT** shall be effective only if made in writing and executed with the same formality as this **AGREEMENT**.
- i. The section headings contained in this **AGREEMENT** are for reference purposes only and shall not affect the meaning or interpretation hereof.
- j. No term or provision of this **AGREEMENT** shall be interpreted for or against either Party because the Party or its legal representative drafted the provision.
- k. The **DEPARTMENT** is a state agency, self-insured and subject to the provisions of Section 768.28, Florida Statutes, as may be amended from time to time. Nothing in this **AGREEMENT** shall be deemed or otherwise interpreted as waiving the **DEPARTMENT'S** sovereign immunity protections, or as increasing the limits of liability as set forth in Section 768.28, Florida Statutes.

9. INDEMNIFICATION

Subject to Section 768.28, Florida Statutes, as may be amended from time to time, the **VILLAGE** shall promptly indemnify, defend, save and hold harmless the **DEPARTMENT**, its officers, agents, representatives and employees from any and all losses, expenses, fines, fees, taxes, assessments, penalties, costs, damages, judgments, claims, demands, liabilities, attorney's fees, (including regulatory and appellate fees), and suits of any nature or kind whatsoever caused by, arising out of, or related to the **VILLAGE'S** exercise or attempted exercise of its responsibilities as set out in this **AGREEMENT**, including but not limited to, any act, action, neglect or omission by the **VILLAGE**, its officers, agents, employees or representatives in any way pertaining to this **AGREEMENT**, whether direct or indirect, except that neither the **VILLAGE** nor any of its officers, agents, employees or representatives will be liable under this provision for damages arising out of injury or damages directly caused or resulting from the sole negligence of the **DEPARTMENT**.

The **VILLAGE'S** obligation to indemnify, defend and pay for the defense of the **DEPARTMENT**, or at the **DEPARTMENT'S** option, to participate and associate with the **DEPARTMENT** in the defense and trial of any claim and any related settlement negotiations, shall be triggered immediately upon the **VILLAGE'S** receipt of the **DEPARTMENT'S** notice of claim for indemnification. The notice of claim for indemnification shall be deemed received if the **DEPARTMENT** sends the notice in accordance with the formal notice mailing requirements set forth in Section 5 of this **AGREEMENT**. The **DEPARTMENT'S** failure to notify the **VILLAGE** of a claim shall not release the **VILLAGE** of the above duty to defend and indemnify the **DEPARTMENT**.

The **VILLAGE** shall pay all costs and fees related to this obligation and its enforcement by the **DEPARTMENT**. The indemnification provisions of this section shall survive termination or expiration of this **AGREEMENT**, but only with respect to those claims that arose from acts or circumstances which occurred prior to termination or expiration of this **AGREEMENT**.

The **VILLAGE'S** evaluation of liability or its inability to evaluate liability shall not excuse the **VILLAGE'S** duty to defend and indemnify the **DEPARTMENT** under the provisions of this section. Only an adjudication or judgment, after the highest appeal is exhausted, specifically finding the **DEPARTMENT** was solely negligent shall excuse performance of this provision by the **VILLAGE**.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed the day and year first above written.

VILLAGE:

**STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION:**

BY: _____
VILLAGE Manager

BY: _____
District Director of
Transportation Operations

ATTEST: _____ **(SEAL)**
VILLAGE Clerk

ATTEST: _____
Executive Secretary

LEGAL REVIEW:

BY: _____
VILLAGE Attorney

BY: _____
District Chief Counsel

EXHIBIT 'A'

PROJECT LIMITS

Below are the limits of the **IMPROVEMENTS** to be maintained under this **AGREEMENT**.

State Road Number: State Road 5 (Overseas Highway)

Agreement Limits: Canal #147
From Leserra Lane to Atlantic Lane

County: Monroe

EXHIBIT 'B'

VILLAGE RESOLUTION

To be herein incorporated once ratified by the **VILLAGE** Council.



Council Communication

To: Mayor and Village Council
From: Peter Frezza, Environmental Resources Manager
Date: November 19, 2024
SUBJECT: **Resolution Approving Work Authorization No. 18 with WSP USA Environment & Infrastructure, Inc. for Canal 132 Construction Engineering Inspections and Administration Services TAB 5**

Background:

This project continues the Village's commitment to canal restoration project(s) for water quality improvement within canals and near shore waters. The technology being utilized for this restoration project is a gravity flow infiltration well located at the back of the canal. 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 will increase flushing by allowing the incoming tide to move through the canal and infiltrate into the subsurface through gravity flow. Canal 132 is located in the Plantation Lake Estates subdivision on Plantation Key.

In August 2024, WSP USA Environment & Infrastructure, Inc. ("WSP") assisted the Village in completing the design, permitting and bid support for the Canal #132 Restoration Project under Work Authorization #14. Pursuant to RFP 24-14, one proposal was provided for the restoration project construction through a competitive bid process. The lone bidder, aqua Waste Repairs Inc. was awarded the contract to complete the construction project. Construction engineering inspections services are needed to assist the Village with completion of this project.

Analysis:

Pursuant to RFQ# 20-03, on August 14, 2020, the Village entered into a current Continuing Services Agreement ("CSA") with WSP for professional engineering and architectural support services. Exhibit "A" to the attached Resolution is proposed Work Authorization No. 18 between the Village and WSP for Professional Environmental and Engineering Services at a cost not to exceed \$37,480.00. Work Authorization No. 18 would become effective upon full execution and continue through March 31, 2026. Under Work Authorization No. 18, as outlined in the Scope of Services within Exhibit "1", WSP will provide construction inspections and administration services for the Canal 132 Infiltration Well project (the "Services"). If Work Authorization No. 18 is approved, the Services are anticipated to begin in January 2025 and are expected to take approximately eight months to complete.

Budget Impact:

The 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 \$615,00 through the Florida Keys Stewardship Act to fund this project and related project management services.

Staff Impact:

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

Recommendation:

Staff recommends that the Village Council pass and adopt the proposed resolution, thereby approving Work Authorization No. 18 with WSP.

- Attachments:**
1. Resolution C132 CEI WA#18 WSP
 2. Exhibit A_WA#18_WSP-C132 CEI_111924
 3. Exhibit 1_Islamorada Village of Islands - Proposal Canal 132 injection Well - 2024-06-21

RESOLUTION NO. 24-

A RESOLUTION OF THE VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA, APPROVING WORK AUTHORIZATION NO. 18 WITH WSP USA ENVIRONMENT & INFRASTRUCTURE INC. FOR CANAL 132 RESTORATION PROJECT CONSTRUCTION ENGINEERING INSPECTIONS 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 WORK AUTHORIZATION NO 18; AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, as part of ongoing efforts to improve water quality within its canals and nearshore waters, Islamorada, Village of Islands (the "Village") will be completing an infiltration well restoration project within Canal 132, Plantation Key (the "Project"); and

WHEREAS, the Village is in need of an independent contractor to provide the necessary construction engineering inspections and administration services to oversee and complete this Project; and

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

WHEREAS, WSP is willing to perform the services as outlined in the Scope of Services within Exhibit "1," (the "Services") in an amount not to exceed Thirty-seven Thousand Four Hundred Eighty Dollars (\$37,480.00); and

WHEREAS, the Village Council of Islamorada, Village of Islands (the "Village Council"), has determined that approval of the Work Authorization No. 18 with WSP 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. 18 with WSP, attached as Exhibit "A" for performance 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. 18, attached hereto as Exhibit "A".

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 No. 18.

Section 5. Authorization of Work Authorization Execution. The Village Manager is authorized to execute the Work Authorization No. 18 with WSP on behalf of the Village and to execute any extension and amendments to the Agreement, subject to approval as to form and legality by the Village Attorney.

Section 6. 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 _____

Vice Mayor _____

Council Member _____

Council Member _____

Council Member _____

PASSED AND ADOPTED THIS ____ DAY OF _____, 2024.

, MAYOR

ATTEST:

MARNE MCGRATH, VILLAGE CLERK

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

JOHN J. QUICK, VILLAGE ATTORNEY

PROJECT AGREEMENT

Between

ISLAMORADA, VILLAGE OF ISLANDS

And

WSP USA ENVIRONMENT & INFRASTRUCTURE, INC.

For

Work Authorization No. 18

Engineering, Environmental, and Support Services

This Project Agreement between ISLAMORADA, VILLAGE OF ISLANDS (hereinafter referred to as "VILLAGE") and WSP USA ENVIRONMENT & INFRASTRUCTURE, INC. (hereinafter referred to as "CONSULTANT"), hereby authorizes the CONSULTANT to provide the services as set forth below:

WHEREAS, the VILLAGE and CONSULTANT have entered into a continuing services agreement dated August 14, 2020, pursuant to RFQ #20-03, (the "Continuing Contract") and CONSULTANT has been approved to provide the services contemplated herein; and

WHEREAS, the VILLAGE and CONSULTANT desire to enter into this Work Authorization No. 18 for the CONSULTANT to provide construction engineering inspections and administration services for the Canal #132 Plantation Key Infiltration Well Restoration Project, as more further described in Exhibit "1" attached hereto (the "Services"), in accordance with the terms and conditions of this Work Authorization No. 18.

The VILLAGE and CONSULTANT agree as follows:

SECTION 1. SCOPE OF SERVICES

1.1 The CONSULTANT shall provide engineering and environmental services to the VILLAGE for an infiltration well restoration project within Canal 132, Plantation Key (the "Project"), as such services are described in Exhibit "1" attached hereto to provide the Construction Engineering Inspections and Administration Services for the Project (the "Services").

1.2 The "Scope of Services" and tasks to be provided by the CONSULTANT for the 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:

- *Weekly progress reports;*
- *Meeting minutes;*
- *Field Notes;*
- *Construction Engineering and Inspection report to document the completion of the project in accordance with the plans, specifications, and permits.*

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, **March 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.

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 Thirty-Seven Thousand Four Hundred Eighty Dollars **(\$37,480.00)** 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 for providing Services 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>
<u>Greg Corning, P.E.</u>	<u>Sr. Project Manager</u>
<u>Stephen Hanks, P.E.</u>	<u>Senior Engineer</u>
<u>Josh Ptomey, Beau Daigneault</u>	<u>Field Coordination</u>
<u>Dustin Atwater</u>	<u>GIS Professional</u>
<u>Soraya Gomez, Maggie Kanakis</u>	<u>Administration</u>
<u> </u>	<u> </u>

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

WSP USA ENVIRONMENT & INFRASTRUCTURE,
INC.

By:_____

Print Name:_____

Title:_____

The ____ day of _____, 20__.

AUTHENTICATE:

Secretary

Print Name

WITNESSES:

Print Name:_____

Print Name:_____



Exhibit "1"

16250 NW 59th Ave, Suite 206
Miami Lakes, Florida 33014

wsp.com

June 21, 2024

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

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

Re: Proposal for Construction Engineering Inspections and Administration Services
Canal #132 Plantation Key Injection Well Project
WSP Opportunity No. 2024US265741

Dear Mr. Frezza:

WSP USA Environment & Infrastructure, Inc. (WSP) is pleased to provide this proposal for construction engineering inspection and administration services related to the Canal #132 Plantation Key Injection Well Project.

Background and Need Section

WSP completed the design, permitting, and procurement for Canal #132 Injection Well under work authorization #14.

The following services are following the Continuing Services Agreement dated September 2018 and amended March 2019 for Professional Engineering Services, Canal Restoration Projects, and Environmental Permitting and Support Services.

Scope of Services

Task 1: Construction Inspections and Administration

WSP will provide construction engineering and environmental site inspections and construction administration services for the Canal #132 Injection Well Project. Below are the services to be provided:

- a) Site Inspections: WSP will provide up to ten hours of daily site inspections for the in-water portion of the work, anticipated to be no more than 30 days with a construction schedule Monday through Friday during field construction activities and prepare daily work reports showing contractors activities, equipment, maintenance of traffic and environmental compliance.
- b) Construction Administration: WSP will provide consultation and advice to the Village regarding the Contractor's performance of the Contract. WSP will liaise with the Village, homeowners, and other stakeholders as necessary to administer the construction contract.

Deliverable: Construction Engineering and Inspection report (Electronic in PDF format) to document the completion of the project in accordance with the plans, specifications, and permits.

Schedule

We will begin work on this project at the start of the Notice to Proceed provided to the Contractor.

Proposed Fee

Fees for the services described above will be charged on a Lump Sum basis. The proposed fee includes the labor and expenses that can reasonably be anticipated to complete the scope of services as proposed and includes travel costs and expendable supplies. The total proposed fee is \$37,480.00.

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

Closing

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

Sincerely,

WSP USA Environment & Infrastructure Inc.



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



Benny Susi, P.E.
Senior Vice President, Practice Leader
WSP E&E, FL District
1 (352) 336-5600
Benny.Susi@wsp.com

GC/sg



Council Communication

To: Mayor and Village Council
From: Peter Frezza, Environmental Resources Manager
Date: November 19, 2024
SUBJECT: **Resolution Approving Work Authorization No. 19 with WSP USA Environment & Infrastructure Inc. for Water Quality Monitoring and Canal Management Database Updates TAB 6**

Background:

In November 2020, the Department of Economic Opportunity (DEO) amended Chapter 28-19 Land Planning Regulations for the Florida Keys Area of Critical State Concern, Islamorada, Village of Islands (the "Village") as set forth in the Florida Administrative Code, to include a new rule for implementation of a Canal Restoration Work Program (the "Program"). This amendment sets forth a definitive timeline for the Program with essential milestones for the completion of the Program within the next ten (10) years. These milestones include updating the Canal Management Master Plan, developing and adopting guidelines to select canals for restoration, identifying canal restoration projects and implementation plans for each canal project, and developing a monitoring system to track progress of canal restoration projects. Like other tasks contained in the Village's Work Program, lack of progress on the new canal restoration tasks will result in the reduction of 20 percent of the Village's Building Permit Allocation System allocations. Along with the new rule and the importance of improving water quality in the Florida Keys and the extent of the documented issues with poor water quality in Florida Keys residential canals, the Village and the DEO (now Florida Department of Commerce) are willing partners that are collaborating on the future of the Program.

Analysis:

Canal water restoration projects are implemented to improve the poor quality of canal waters and prevent the continued discharge of their poor-quality water into the nearshore waters of the Florida Keys National Marine Sanctuary, which threatens the Sanctuary's unique and fragile coral reef and ecosystem. This project continues the Village's canal restoration project(s) for water quality improvement within canals and near shore waters. Monitoring of canal water quality is a task outlined in the Village's Work Program. It is also critical to understanding the long-term effectiveness of restoration technologies and to evaluate nearshore environmental health. Collection of comprehensive water quality and dissolved oxygen data and updates to the canal management master plan database will provide the Village with the elements required to implement the Florida Commerce required Work Program and make scientifically based, informed decisions on restoring the canal(s).

To that extent, the Village requested a scope and cost proposal from WSP USA Environment & Infrastructure, Inc. ("WSP") to provide for the canal water quality data collection and canal management database updates (the "Project"). Effective August 14, 2020, the Village and WSP entered into a Non-Exclusive Continuing Services Agreement ("CSA") for professional

architectural and engineering support services. Exhibit “A” to the attached Resolution is proposed Work Authorization No. 19 between the Village and WSP for Engineering, Environmental Permitting and Support Services for the Project at a cost not to exceed \$117,860.00. Work Authorization No. 19 would become effective upon full execution and continue through December 31, 2027. Under this agreement, as outlined in the Scope of Services within Exhibit “1”, WSP will provide collection of dissolved oxygen and physical water quality measurements from all sixty-three (63) Village canals and updates to the Canal Management Master Plan database. The time frame for completion as indicated within the Project schedule in Exhibit 1, is estimated by WSP to be twenty-four months. The monitoring will be done in accordance with Florida Department of Environmental Protection (“FDEP”) standard operating procedures.

Budget Impact:

The expenditure is accounted for in the Professional Services account of the Village Manager Department in the General Fund. The FY 2024-2025 budget for this account includes a total of \$297,800, and \$90,000 is the estimated portion for dissolved oxygen monitoring services. However, since this is a 2-year project, the costs will be spread between the current fiscal year and the next fiscal year. The Village will be applying for grant funds from the Environmental Protection Agency (“EPA”) under their 2025 S. Florida Program Initiative Request for Applications, to cover the full cost of the monitoring services. If awarded, a corresponding budget amendment would be presented to the Village Council for approval.

Staff Impact:

The Village’s Environmental Resources Manager would manage the agreement with WSP and continue to assist WSP with any environmental or canal restoration-related project questions or issues that arise. The Village’s Finance department would track the expenditures.

Recommendation:

Staff recommends that the Village Council pass and adopt the proposed resolution, thereby approving Work Authorization No. 19 with WSP.

- Attachments:**
1. Resolution_DO canal monitoring_WA19 WSP_111924 RVCM
 2. Exhibit A_WA#19_WSP-DO canal monitoring_111924
 3. Exhibit 1_Village - Proposal for Water Quality Monitoring 9-24-24

RESOLUTION NO. 24-

A RESOLUTION OF THE VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA, APPROVING WORK AUTHORIZATION NO. 19 WITH WSP USA ENVIRONMENT & INFRASTRUCTURE, INC. FOR WATER QUALITY MONITORING AND CANAL MANAGEMENT DATABASE UPDATES; 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 WORK AUTHORIZATION NO 19; AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, the Islamorada, Village of Islands (the "Village"), is a member of the Florida Keys National Marine Sanctuary Water Quality Protection Program, which is tasked with addressing impaired nearshore water quality conditions and carrying out the Canal Management Master Plan (CMMP) within Monroe County; and

WHEREAS, the state Department of Commerce (formerly DEO) established a Canal Restoration Work Program (the "Work Program") for the Florida Keys that sets forth a definitive timeline for canal restoration; and

WHEREAS, the Village and Florida Commerce collaborate on the completion of the milestones set forth in the Work Program; and

WHEREAS, according to the rules adopted by the Florida Administration Commission, the Village is responsible for developing and adopting guidelines to select canals for restoration, which includes: updates to water quality parameters, evaluation of the feasibility of projects, restoration designs, associated funding needs; and

WHEREAS, the Village is in need of an independent contractor to provide the necessary professional engineering services to complete the milestones for the Work Program; and

WHEREAS, the Village has a current Continuing Services Agreement ("CSA") with WSP for professional engineering services, canal restoration projects and environmental permitting and support services; and

WHEREAS, WSP has proposed to perform these services as outlined in the Scope of Services within Exhibit "1", attached hereto and incorporated herein by reference (the "Services") in an amount not to exceed One-hundred Seventeen Thousand Eight-hundred Sixty Dollars (\$117,860.00) over the course of two years; and

WHEREAS, the Village Council of Islamorada, Village of Islands (the "Village Council"), has determined that approval of the Work Authorization No. 19 with WSP 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. 19 with WSP, attached as Exhibit "A" for performance 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. 19, in the form attached hereto as Exhibit "A".

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 No.19.

Section 5. **Authorization of Work Authorization Execution.** The Village Manager is authorized to execute the Work Authorization No. 19 with WSP on behalf of the Village and to execute any extension and amendments to the Agreement, subject to approval as to form and legality by the Village Attorney.

Section 6. **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 _____

Vice Mayor _____

Council Member _____

Council Member _____

Council Member _____

PASSED AND ADOPTED THIS ____ DAY OF _____, 2024.

MAYOR

ATTEST:

MARNE MCGRATH, VILLAGE CLERK

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

JOHN J. QUICK, VILLAGE ATTORNEY

PROJECT AGREEMENT

Between

ISLAMORADA, VILLAGE OF ISLANDS

And

WSP USA ENVIRONMENT & INFRASTRUCTURE, INC.

For

Work Authorization No. 19

Engineering, Environmental, and Support Services

This Project Agreement between ISLAMORADA, VILLAGE OF ISLANDS (hereinafter referred to as "VILLAGE") and WSP USA ENVIRONMENT & INFRASTRUCTURE, INC. (hereinafter referred to as "CONSULTANT"), hereby authorizes the CONSULTANT to provide the services as set forth below:

WHEREAS, the VILLAGE and CONSULTANT have entered into a continuing services agreement dated August 14, 2020, pursuant to RFQ #20-03, (the "Continuing Contract") and CONSULTANT has been approved to provide the services contemplated herein; and

WHEREAS, the VILLAGE and CONSULTANT desire to enter into this Work Authorization No. 19 for the CONSULTANT to provide water quality monitoring and canal management database updates, as more further described in Exhibit "1" attached hereto (the "Services"), in accordance with the terms and conditions of this Work Authorization No. 19.

The VILLAGE and CONSULTANT agree as follows:

SECTION 1. SCOPE OF SERVICES

1.1 The CONSULTANT shall provide environmental services to the VILLAGE to monitor the water quality in the canals to quantify the dissolved oxygen concentrations over two years to support the identification of canals to prioritize for restoration (the "Project") as described in the "Scope of Services" attached as Exhibit "1" to complete the Project (the "Services").

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:

- *Reports following each bimonthly surveying event;*
- *Data from each bimonthly surveying event;*
- *Compilation of data and comparison to previous events;*
- *Updating of the canal monitoring database.*

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, 2027**, 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.

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 One-hundred Seventeen Thousand Eight-hundred Sixty Dollars **(\$117,860.00)** 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 for providing Services 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>
<u>Greg Corning, P.E.</u>	<u>Sr. Project Manager</u>
<u>Stephen Hanks, P.E.</u>	<u>Senior Engineer</u>
<u>Josh Ptomey, Beau Daigneault</u>	<u>Field Coordination</u>
<u>Dustin Atwater</u>	<u>GIS Professional</u>
<u>Soraya Gomez, Maggie Kanakis</u>	<u>Administration</u>
<u> </u>	<u> </u>

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

WSP USA ENVIRONMENT & INFRASTRUCTURE,
INC.

By:_____

Print Name:_____

Title:_____

The ____ day of _____, 20__.

AUTHENTICATE:

Secretary

Print Name

WITNESSES:

Print Name:_____

Print Name:_____



16250 NW 59th Ave., Suite 206
Miami Lakes, Florida 33014

wsp.com

Exhibit "1"

September 24, 2024

PETER FREZZA
ENVIRONMENTAL RESOURCES MANAGER
ISLAMORADA, VILLAGE OF ISLANDS
86800 Overseas Highway
Islamorada, FL 33036

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

Re: Proposal for Bi-Monthly Water Quality Monitoring (2024-2026)
Village Canals
Islamorada, Florida 33036
WSP Opportunity No. 2024US314883

Dear Mr. Frezza:

WSP USA Environment & Infrastructure, Inc. is pleased to submit this proposal for two years of bi-monthly water quality monitoring at the 63 canals within the Village. This proposal includes an outline of our understanding of the project information, proposed scope of services, fees, and schedule. WSP USA Environment & Infrastructure Inc. (WSP), dated August 14, 2020, is incorporated by reference.

Project Information

WSP has been requested by the Village to monitor the water quality in the canals to quantify the dissolved oxygen concentrations over two years to support the identification of canals to prioritize for restoration.

Scope of Services

Task 1: Bi-Monthly Water Quality Monitoring.

WSP will collect bi-monthly water quality measurements for two years at the 63 canals located within the Village. During previous events, 7 canals were not accessible, but accessibility will be evaluated during each event. According to the FDEP methodology, the dissolved oxygen concentration at the center point of each canal will be measured 1 foot below the water surface and 2 feet above the canal bottom. The dissolved oxygen measurements will be averaged and corrected for time of day using the regression presented in the 2017 EPA Grant – Task 1 Water

Quality Monitoring Report. In addition to dissolved oxygen, temperature, conductivity, salinity, and pH will be quantified at each interval as well.

The daily average dissolved oxygen concentrations will be summarized with previous measurements in a water quality database. The database will quantify the number of readings, the number of readings below 42 percent of saturation, mean, minimum, maximum, standard deviation, and the probability that the mean is below 42 percent for each canal. Additionally, the daily average dissolved oxygen measurements for the entire village will be quantified for minimum, maximum, mean, and percent below 42 percent of saturation. All readings will be compiled for comparison to previous events.

Assumptions

- Water quality measurements can be collected continuously without delay for weather.
- Delays in launching and retrieving the boat will not be incurred.
- Inaccessible locations will not be measured.

Schedule

The duration of monitoring will be two years, and monitoring will be initiated within one month of authorization.

Proposed Fee

Fees for the services described above will be charged on a Time & Materials Not to Exceed basis for the services described above. WSP shall be paid One Hundred Seventeen Thousand Eight Hundred Sixty and Zero Cents (\$117,860.00).

TASKS	TASK FIXED PRICE COST
Task 1: Bi-Monthly Water Quality Monitoring	\$117,860.00
Total Proposed Fee:	\$117,860.00

Authorization

The proposed scope of work will be conducted according to the attached services agreement upon written notice to proceed.

Closing

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

Sincerely,

WSP USA Environment & Infrastructure Inc.

A handwritten signature in blue ink, appearing to read 'Greg Corning'.

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

A handwritten signature in blue ink, appearing to read 'Stephen Hanks'.

Stephen Hanks
Senior Engineer, P.E.
1 (850) 485-0646
Stephen.Hanks@wsp.com

GC/SH/sg



Council Communication

To: Mayor and Village Council
From: Peter Frezza, Environmental Resources Manager
Date: November 19, 2024
SUBJECT: **Resolution Approving Work Authorization No. 20 with WSP USA Environment & Infrastructure, Inc. for Canal #145 Lower Matecumbe Key Backfilling Restoration Project TAB 7**

Background:

In 2014, Islamorada, Village of Islands (the "Village"), along with Monroe County initiated a canal restoration demonstration program (the "Demonstration Program") to evaluate the effectiveness and feasibility of implementing select canal restoration technologies for improving water quality. The technologies were as follows: backfilling, culvert installation, weed gates and air curtains, organic removal, and aeration. Upon installation of these technologies, Florida International University ("FIU") was contracted to develop a water quality monitoring program that compared water quality data from demonstration canals with similar canals that were not included in the restoration program. Based on data collected during the monitoring period, FIU made the following conclusions about the backfilling technology: This technique resulted in an immediate change in the canal's water quality by significantly improving the water column's dissolved oxygen content. The study from FIU concluded that water quality in deep residential canals cannot be improved without reducing canal depth.

Using these results from the Demonstration Program along with water quality data from the Canal Management Master Plan ("CMMP") and the Village's updated canal water quality ranking evaluation, the Village is proposing moving forward with a backfill restoration project at Canal #145 on Lower Matecumbe Key (the "Project"). This Project would continue the Village's commitment to canal restoration project(s) for water quality improvement within canals and near shore waters. It also would meet requirements included within Florida Commerce's amended Chapter 28-19 Land Planning Regulations for the Florida Keys Area of Critical

Analysis:

Effective August 14, 2020, the Village and WSP USA Environment & Infrastructure, Inc. ("WSP"), formerly "Wood", entered into a Non-Exclusive Continuing Services Agreement ("CSA") for professional architectural and engineering support services. WSP is a multidisciplinary firm with local staff that has served the Village and Monroe County to implement the CMMP for the past ten (11) years. Exhibit "A" to the attached Resolution is proposed Work Authorization No. 20 between the Village and WSP for Engineering, Environmental Permitting and Support Services for the Backfilling Restoration Project at a cost not to exceed \$77,009.30. Work Authorization No. 20 would become effective upon full execution and continue through December 31, 2026. Under this agreement, outlined in the Scope of Services within Exhibit "1", WSP will provide feasibility evaluation and community

outreach meetings, data collection, design, permitting, bid support (the “Services”). These efforts would result in the information necessary to move into construction of the Project. The time frame for completion of this phase of the Project, as indicated within the Project schedule in Exhibit 1, is estimated by WSP to be twelve months.

Budget Impact:

The Village included \$95,500.00 for this canal restoration Project in the FY 2024-2025 budget within the General Fund/Village Manager/Professional Services account, of which this agreement is for an amount not to exceed \$77,009.30.

Staff Impact:

The Village’s Environmental Resources Manager would manage the agreement with WSP and along with Public Works staff would assist WSP with any environmental or engineering questions or issues that arise. The Village’s Finance department would track the expenditures.

Recommendation:

Staff recommends that the Village Council approve and adopt the attached Resolution, thereby authorizing Work Authorization No. 20 with WSP for the services.

- Attachments:**
1. Resolution_WSP_Canal 145 Backfill_111924 RVCM
 2. Exhibit A_WA# 20_WSP - Canal 145 Backfill_111924
 3. Exhibit 1_Proposal WSP_Islamorada Village of Islands - C145 LM Key - SOW - May 2024

RESOLUTION NO. 24-

A RESOLUTION OF THE VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA, APPROVING WORK AUTHORIZATION NO. 20 WITH WSP USA ENVIRONMENT & INFRASTRUCTURE, INC. FOR PROFESSIONAL SERVICES FOR CANAL #145 LOWER MATECUMBE KEY BACKFILLING RESTORATION PROJECT; AUTHORIZING VILLAGE OFFICIALS TO IMPLEMENT THE TERMS AND CONDITIONS OF WORK AUTHORIZATION NO. 20; AUTHORIZING THE VILLAGE MANAGER TO EXPEND BUDGETED FUNDS; AUTHORIZING THE VILLAGE MANAGER TO EXECUTE THE PROJECT AGREEMENT FOR WORK AUTHORIZATION NO. 20; AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, Islamorada, Village of Islands (the "Village"), has committed to canal restoration efforts with the goal of improving water quality conditions within canals and nearshore waters as outlined in the Village's Canal Management Master Plan; and

WHEREAS, backfilling has been identified as the most effective canal restoration technology; and

WHEREAS, the Village is in need of an independent contractor to provide the necessary engineering services to complete the feasibility evaluation, data collection, design, permitting, and bid support needed to move the backfill restoration project at Canal #145 on Lower Matecumbe Key (the "Project") to construction; and

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

WHEREAS, WSP has proposed to perform these services as outlined in the Scope of Services within Exhibit "1" (the "Services") in an amount not to exceed Seventy-seven Thousand Nine Dollars and thirty Cents (\$77,009.30.); and

WHEREAS, Village staff have identified the General Fund as an appropriate funding source for the Project, including the Services and have included the expenditure in the FY 2024-2025 budget; and

WHEREAS, the Village Council of Islamorada, Village of Islands (the "Village Council"), has determined that approval of the Work Authorization No. 20 with WSP 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. 20 with WSP for completion of the Canal #145 Backfilling Restoration Project, as set forth in Exhibit "A" attached hereto.

Section 3. **Authorization of Village Officials.** The Village Manager and/or designee and the Village Attorney are authorized to take all actions necessary to implement the terms and conditions of the Work Authorization No. 20.

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 No. 20.

Section 5. **Authorization of Work Authorization Execution.** The Village Manager is authorized to execute the Work Authorization with WSP on behalf of the Village and to execute

any extension and amendments to the Agreement, subject to approval as to form and legality by the Village Attorney.

Section 6. **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 _____

Vice Mayor _____

Council Member _____

Council Member _____

Council Member _____

PASSED AND ADOPTED THIS ____ DAY OF _____, 2024.

MAYOR

ATTEST:

MARNE MCGRATH, VILLAGE CLERK

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

JOHN J. QUICK, VILLAGE ATTORNEY

PROJECT AGREEMENT

Between

ISLAMORADA, VILLAGE OF ISLANDS

And

WSP USA ENVIRONMENT & INFRASTRUCTURE, INC.

For

Work Authorization No. 20

Engineering, Environmental, and Support Services

This Project Agreement between ISLAMORADA, VILLAGE OF ISLANDS (hereinafter referred to as "VILLAGE") and WSP USA ENVIRONMENT & INFRASTRUCTURE, INC. (hereinafter referred to as "CONSULTANT"), hereby authorizes the CONSULTANT to provide the services as set forth below:

WHEREAS, the VILLAGE and CONSULTANT have entered into a continuing services agreement dated August 14, 2020, pursuant to RFQ #20-03, (the "Continuing Contract") and CONSULTANT has been approved to provide the services contemplated herein; and

WHEREAS, the VILLAGE and CONSULTANT desire to enter into this Work Authorization No. 20 for the CONSULTANT to complete feasibility evaluation and community outreach meetings, data collection/processing, design, permitting and bid support (the "Services") for the Canal #145 Lower Matecumbe Key Backfilling Project (the "Project"), as more further described in Exhibit "1" attached hereto, in accordance with the terms and conditions of this Work Authorization No. 20.

The VILLAGE and CONSULTANT agree as follows:

SECTION 1. SCOPE OF SERVICES

1.1 The CONSULTANT shall provide environmental services to the VILLAGE for the Project as described in the "Project Description" attached as Exhibit "1" to complete the Canal Monitoring Project.

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

- *Access Agreement/Easement for staging area;*
- *Notification letters to property owners;*
- *Bathymetric and Topographic Survey, electronic copies of Engineering, and Ecological Reports;*
- *Electronic copies of the final design plans and technical specifications;*
- *Completion and submittal of required agency permit applications;*
- *Responses to requests for additional information from permitting agencies;*
- *1) Electronic copy of the public notice of advertisement for the bid; 2) electronic access to all inquiries, questions, and comments regarding the bid documents; 3) electronic copy of bid package.*

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.

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 Seventy-seven Thousand Nine Dollars and thirty Cents **(\$77,009.30)** 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 providing the Services related to 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>
<u>Greg Corning, P.E.</u>	<u>Sr. Project Manager</u>
<u>Stephen Hanks, P.E.</u>	<u>Senior Engineer</u>
<u>Josh Ptomey, Beau Daigneault</u>	<u>Field Coordination</u>
<u>Dustin Atwater</u>	<u>GIS Professional</u>
<u>Soraya Gomez, Maggie Kanakis</u>	<u>Administration</u>
<u> </u>	<u> </u>

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

WSP USA ENVIRONMENT & INFRASTRUCTURE,
INC.

By:_____

Print Name:_____

Title:_____

The ____ day of _____, 20__.

AUTHENTICATE:

Secretary

Print Name

WITNESSES:

Print Name:_____

Print Name:_____



16250 NW 59th Ave., Suite 206
Miami Lakes, Florida 33014

wsp.com

Exhibit "1"

May 13, 2024

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

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

RE: Proposal for Professional Engineering Services
Canal #145 Lower Matecumbe Key Organic Removal, Backfilling, and Gravity Injection
Well Restoration Project
WSP Opportunity No. 2024US252712

Dear Mr. Frezza:

WSP USA, Inc. (WSP) is pleased to provide this proposal for professional services related to the Canal #145 Lower Matecumbe Key Organic Removal, Backfilling, and Gravity Injection Well Restoration Project. The canal has an air curtain that was installed by the Village and is being operated and maintained by the residents. The air curtain is functioning properly however it will be evaluated for any upgrades to the system to make it more efficient. This proposal is based upon discussions with Village staff in continuing to meet the deliverables outlined in the Canal Work Program Chapter 28-19 Land Planning Regulations for The Florida Keys Area of Critical State Concern, Islamorada, Village of Islands.

BACKGROUND AND NEED SECTION

Monroe County, the Village of Islamorada, and the City of Marathon completed a canal restoration demonstration program back in 2014 to evaluate the effectiveness and feasibility of implementing the selected canal restoration technologies in improving water quality. The technologies were as follows:

- Backfilling;
- Organic removal; and

Upon installation of these technologies, FIU was contracted to develop a water quality monitoring program that compared water quality data from demonstration canals with similar canals that were not included in the restoration program. The objective of the monitoring program was to provide data needed to make unbiased, statistically rigorous statements about the status and temporal trends of water quality parameters in the

remediated canals.

Based on data collected during the limited monitoring period, FIU made the following conclusions about the organic muck removal, backfilling, and air curtain technology(s):

Since the implementation of this technology (organic muck removal), water quality parameters for canals treated only with organic removal have shown no positive improvement. Monitoring of canals that were treated with organic removal coupled with a weed barrier has yielded more positive results. The study found that without being combined with an air curtain, the seaweed would continue to flow into the canal and begin decaying rendering organic removal less effective; and

This technique (backfilling) resulted in an immediate change in the canal's water quality by significantly improving the water column's DO content. The study from FIU concluded that for deep canals, water quality in residential canals cannot be improved without reducing canal depth. FIU went further in saying that it recommended that bottom elevations within residential canals should be raised to a depth shallower than approximately 7 ft.

Since the completion of the demonstration program, the County and municipalities have been evaluating different technologies to help improve dissolved oxygen within the canals. One of those water quality restoration technology that is currently being evaluated is the implementation of a gravity flow injection well to improve canal water circulation. This technique results in an immediate change in the canal's water quality by significantly improving the water column's Dissolved Oxygen (DO) content. The gravity flow injection well will increase tidal exchange by allowing the incoming tide to move through the canal and infiltrate into the subsurface, flushing stagnant portions of the canal. As a result, there will be measurable increases in benthic vegetation, fish diversity, and abundance in inhabitants of the seawalls.

The Village installed an injection well at Canal #114 Plantation Key and is going to be installing another injection well at Canal #132 Plantation Key this year. The results from Canal #114 have shown improvements within the dissolved oxygen concentrations and we expect similar results with Canal #132 and Canal #145.

Using these results from the Demonstration Program and the recent injection well installations along with water quality data from the Canal Management Master Plan the Village of Islamorada is moving forward with an organic muck removal, backfill, and gravity injection well restoration project at Canal #145 dependent on staging area approvals.



The following services are following the Continuing Services Agreement dated September 2018 and amended March 2019 for Professional Engineering Services, Canal Restoration Projects, and Environmental Permitting and Support Services.

SCOPE OF SERVICES

Task 1: Feasibility Evaluation and Community Outreach Meetings

WSP will work with the Village to determine the most feasible staging area for the project and decide on whether to move forward with Canal #145. Upon verbal approval for staging/equipment area use, an access agreement/easement will be prepared for approval by the Village and signatures will be obtained from the property owner.

WSP will prepare and distribute via certified mail a notification letter to all property owners on the canal discussing the proposed restoration and attend one (1) neighborhood public meeting to discuss the proposed project.

Task 2: Data Collection/Processing

WSP will conduct one bathymetric and topographic survey for the affected canal area and surrounding structures within the project boundary. The bathymetric surveys will be carried out utilizing a survey-grade GPS unit operating in Real Time Kinematic (RTK) mode mounted atop an adjustable height rod. This apparatus will be used in a boat to traverse the canal area as best as possible to establish a grid of canal bottom elevations sufficient to develop a digital

elevation model. The topographic data will be acquired using traditional survey methodologies for the road, existing utilities, private property, and any other significant structure within the project boundary. Jurisdictional wetland lines and associated water elevations will be determined as required for permitting. Topographic and bathymetric maps will be prepared for design and permitting of the project. The survey and subsequent work will be relative to the North American Datum of 1983/2007 Adjustment (NAD83/07) and the North American Vertical Datum of 1988 (NAVD88) based on nearby National Geodetic Survey (NOS) and/or Florida Department of Transportation (FDOT) horizontal and vertical geodetic control monuments. Surveying and mapping services associated with this assignment will conform with the applicable requirements of the Department's Bureau of Survey and Mapping, and applicable sections of Florida Administrative Rule Chapter 5J-17, Standards of Practice, pursuant to Chapter 472, Florida Statutes.

WSP shall conduct a determination of the boundaries of jurisdictional waters of the U.S., including wetlands, on the subject site as required for permitting. Wetlands will be defined using the Routine on - Site Determination method as described in the 1987 United States Army Corps of Engineers (USACE) Corps of Engineers Wetlands Delineation Manual or the Delineation of the Landward Extent of Wetlands and Surface Waters [Florida Department of Environmental Protection (FDEP), Chapter 62.340, F.A.C]. Both protocols use a series of tests to address three characteristics of wetlands, including the presence/absence of hydrophytic vegetation, wetland hydrology, and hydric soils. Before the site visit, WSP will research and assemble available soil surveys, site topographic maps, and National Wetland Inventory maps to preliminarily identify potential waters of the U.S., wetlands, and streams. WSP will then conduct the field visit to characterize the delineated wetlands. Delineation includes on-site determination, marking in the field with a handheld GPS unit (sub-meter accuracy), and flagging of the aerial extent of each wetland (if any). If any wetlands are identified, then a Uniform Mitigation Assessment Method (UMAM) form will be completed. In conjunction with the wetland delineation, a threatened and endangered species survey is required in an Environmental Resource Permit (ERP) for the proposed action. WSP scientists permitted by the Florida Keys National Marine Sanctuary (FKNMS) will conduct an in-water survey of the benthos to identify the presence-sensitive aquatic resources (i.e., seagrasses, corals, or sponges) within the immediate area of the project.

WSP will collect 3 soil cores from the canal to characterize the sediment composition in the project area. The sediment cores will be classified in the field using the Unified Soil Classification System (USCS), including apparent grain size distribution, apparent organic content, and apparent plasticity. Soil samples will be collected from the sediment cores for laboratory testing to determine disposal options. The tests will be performed by a State National Environmental Laboratory Accreditation Conference (NELAC) certified laboratory. DEP has previously indicated that the following tests are required:

- Eight (8) RCRA Metals by 6010/7471; and
- TCLP metals.

Additionally, physical testing of one composite sample will be performed by a Consultant Geotechnical Lab and will consist of the following:

- Organic Content by ASTM D-297 4;
- Grain size distribution by ASTM D-422; and
- 200 Mesh Sieve Distribution by ASTM D-1140.

WSP will conduct an engineering site visit to determine the site conditions, such as seawall conditions, existing utilities, and construction staging areas within the project boundary.

Deliverable(s): Bathymetric and Topographic Survey, Engineering and Ecological Reports.

Task 3: Design

WSP will prepare preliminary design plans and technical specifications for the project. The preliminary design plans will consist of an existing site plan, a proposed site plan, proposed grading plans, erosion and sediment control plans, and construction details.

WSP will coordinate and hold pre-application permitting meetings with the South Florida Water Management District (SFWMD), USACE, Village, and FKNMS using the preliminary design plans. WSP will prepare meeting minutes and provide them to the Village.

WSP will update the plans and specifications in response to regulatory agency comments. WSP will prepare final design plans, technical specifications, and engineer's construction cost estimate for the project. The final design plans will include an existing site plan, proposed site plan, proposed grading plans, erosion and sediment control plans, cut/fill analysis, and construction details.

Deliverable(s): An electronic copy of the final design plans and technical specifications.

Task 4: Permitting

WSP will incorporate comments received during the pre-application meetings to complete and submit local, state, and federal permit applications as required, using the final design plans. Permit applications will be submitted to the following agencies:

- SFWMD;
- USACE;
- FDEP;
- FKNMS; and
- Village.

WSP will respond to Requests for Additional Information for each permit application. If impacts to wetlands or benthic resources are identified, WSP will coordinate appropriate mitigation either onsite or through the purchase of mitigation credits.

Deliverable(s): A list of all required permits identifying issue dates and issuing authorities and electronic copies.

Task 5: Support in Procurement of a Construction Contractor

Upon completion of the Construction Documents, WSP will assist the Village, which will be procuring the construction of the restoration, with the necessary procurement documents and meetings. WSP will provide the following services to assist Village with the procurement of a contractor for the construction of the restoration:

- Prepare a Request for Proposal Package for Village review which will include the 100% Construction documents completed by WSP.
- Respond to applicable Proposers' Requests for Information (RFI's) and assist in the preparation of the Addenda, including revising the Request for Proposal Documents, as required.
- Attend a Pre-Proposal Conference and site walk-through and prepare meeting minutes. Conduct a Responsibility Review of the Apparent Low Bidder in accordance with requirements.
- Attend a Pre-Award Conference, to discuss the Proposer's qualifications and understanding of the Project, if required.

Deliverable(s): 1) Electronic copy of public notice of advertisement for the bid; 2) electronic access to all inquiries, questions, and comments regarding the bid documents; 3) electronic copy of bid package.

SCHEDULE

We will begin work on this project after receiving the written contract authorization. We have prepared a Preliminary Schedule outlining the major tasks of the proposed work.

The anticipated time frame for project execution is nine months with each task to be completed within the number of months indicated below from the written Notice-to-Proceed (NTP):

ACTIVITY	MONTHS
Feasibility Evaluation and Community Outreach Meetings	Two (2) Months
Data Collection	Four (4) Months
Design	Seven (7) Months
Permitting	Ten (10) Months
Procurement	Twelve (12) Months

PROPOSED FEE

Fees for the services described above will be charged on a Lump Sum basis. The proposed fee includes the labor and expenses that can reasonably be anticipated to complete the scope of services as proposed and includes travel costs and expendable supplies. The total proposed fee is **\$77,009.30**.

Task 1: Community Outreach Meetings and Surveys	\$5,778.20
Task 2: Data Collection/Processing	\$25,771.10
Task 3: Design	\$21,620.00
Task 4: Permitting	\$17,200.00
Task 5: Support in Procurement of a Construction Contractor	\$6,640.00
Total:	\$77,009.30

This proposal is good for 60 days or the contract end date whichever is sooner. The terms and conditions of the Non-Exclusive Continuing Services Agreement between Islamorada, Village of Islands, and WSP Environment & Infrastructure Solutions, Inc. (WSP), dated September 14, 2018, are incorporated by reference.

CLOSING

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

Sincerely,

WSP USA Environment & Infrastructure Inc.



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

GC/sg



Council Communication

To: Mayor and Village Council
From: Sheila Denoncourt, Chief Building Official
Date: November 19, 2024
SUBJECT: **Resolution Approving Appointment of Charles Kramer as Hearing Officer in Accordance with Section 6-35 of Village Code TAB 8**

Background:

On or about May 7, 2024, Louann Buschlen ("Ms. Buschlen") filed an application for a fence permit on property located at 88677 Old Highway. Ms. Buschlen's fence permit application (Permit Number PRBLD202400443) was denied because the proposed fence would "obstruct fire department access to neighboring properties". On September 13, 2024, Ms. Buschlen filed for an appeal of this decision. Section 6-35 of the Village Code states that the Village Council shall appoint a hearing officer to hear appeals of the building official's decisions and interpretations concerning the Florida Building Code.

Analysis:

The Village desires to enter into a contract with Charles Kramer to serve as the hearing officer in accordance with Section 6-35 of the Village Code.

Budget Impact:

Charges will be reflected in Professional Services of the Building Department budget.

Staff Impact:

Fees will be monitored by the Building Official.

Recommendation:

Staff recommends approval.

Attachments:

1. Resolution appointing Charles Kramer per 6-35
2. Ex A Islamorada Retainer signed

RESOLUTION NO. 24-

A RESOLUTION OF THE VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA, APPROVING THE APPOINTMENT OF CHARLES M. KRAMER AS THE HEARING OFFICER PURSUANT TO SECTION 6-35 OF THE VILLAGE CODE; AUTHORIZING THE VILLAGE MANAGER TO EXPEND BUDGETED FUNDS; AUTHORIZING THE VILLAGE MANAGER TO EXECUTE THE RETAINER AGREEMENT; PROVIDING AUTHORIZATION TO IMPLEMENT THE PURPOSE OF THIS RESOLUTION; AND PROVIDING AN EFFECTIVE DATE

WHEREAS, Islamorada, Village of Islands (the "Village"), is a duly constituted municipality having such power and authority conferred upon it by the Florida Constitution and Chapter 166, Florida Statute; and

WHEREAS, section 6-31 of the Village Code specifically adopts the current editions of the Florida Building Code, as amended from time to time, and the Florida Fire Prevention Code, as amended from time to time; and

WHEREAS, section 6-35 of the Village Code states that "the village council shall appoint by resolution a hearing officer to hear appeals of the building official's decisions and interpretations concerning the Florida Building Code."; and

WHEREAS, on or about May 7, 2024, Louann Buschlen ("Ms. Buschlen") filed an application for a fence permit on property located at 88677 Old Highway; and

WHEREAS, on or about August 15, 2024, Ms. Buschlen's fence permit application (Permit Number PRBLD202400443) was denied because the proposed fence would "obstruct fire department access to neighboring properties."; and

WHEREAS, on or about August 15, 2024, Ms. Buschlen was advised that "if the fence is moved [four feet] to provide a [twelve foot] fire department access, the permit can be issued."; and

WHEREAS, on or about September 13, 2024, Ms. Buschlen filed an appeal of the fence permit application denial; and

WHEREAS, the Village does not presently have an appointed hearing officer to hear appeal under section 6-35; and

WHEREAS, Charles M. Kramer, Esq. ("Mr. Kramer") is willing to perform the services required by section 6-35 and to serve as the Village's hearing officer, including for Ms. Buschlen's appeal; and

WHEREAS, pursuant to section 6-35 of the Village Code, the Village Council finds it in the best interest of the Village and its residents to appoint Mr. Kramer to serve as hearing officer pursuant to section 6-35, including for Ms. Buschlen's appeal, and to authorize him to perform the duties set forth in the Village Code as it relates to his appointment under this resolution; and

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

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

Section 2. **Approval of Appointment.** The Village Council finds that the appointment of Mr. Kramer under the Agreement is reasonable and appropriate. Pursuant to section 6-35 of the Village Code, the Village Council hereby approves the appointment of Mr. Kramer as hearing officer, including for Ms. Buschlen's pending appeal. Mr. Kramer's appointment shall be effective immediately upon adoption of this Resolution.

Section 3. **Execution of Agreement.** The Village Manager is authorized to execute the agreement with Mr. Kramer on behalf of the Village attached hereto as Exhibit "A" ("Agreement"), and to execute any required documents to implement the terms and conditions of the Agreement,

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

Section 4. **Implementation of Resolution.** The Village Manager is hereby authorized to take any and all necessary action to implement the purposes of this Resolution.

Section 5. **Authorization of Fund Expenditure.** Notwithstanding the limitations imposed upon the Village Manager pursuant to the Village's Purchasing Procedures Ordinance, the Village Manager is authorized to expend budgeted funds to implement the terms and conditions of the Agreement.

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

Remainder of this page intentionally left blank.

Motion to adopt by _____, seconded by _____.

FINAL VOTE AT ADOPTION

VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS

Mayor _____

Vice Mayor _____

Council Member _____

Council Member _____

Council Member _____

PASSED AND ADOPTED THIS ____ DAY OF _____, 2024.

ATTEST:

_____, MAYOR

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

INDEPENDENT CONTRACTOR PROFESSIONAL SERVICES CONTRACT
BETWEEN ISLAMORADA, VILLAGE OF ISLANDS AND CHARLES KRAMER

THIS INDEPENDENT CONTRACTOR PROFESSIONAL SERVICES CONTRACT is made and entered into this 3rd Day of October 2024, by and between Islamorada, Village of Islands ("Village") and Charles Kramer (hereinafter "Contractor").

WHEREAS, the Village is desirous of engaging Contractor as a Hearing Officer for construction and related issues; and

WHEREAS, Contractor has agreed to provide his services as a Hearing Officer for construction and related issues; and

WHEREAS, the Village and Contractor desire to enter into a written agreement whereby the duties and obligations each to the other are set forth; now, therefore

IN CONSIDERATION of the mutual covenants and conditions herein expressed and the faithful performance of all such covenants and conditions, the parties agree as follows:

1.0 Contractor shall be and remain an independent contractor and not an agent or employee of Islamorada with respect to all of the acts of services performed by and under the terms of this Contract. This Contract shall not in any way be construed to create a partnership, association or any other kind of joint undertaking or venture between the parties hereto.

2.0 Contractor does not accrue and is not entitled to any Village benefits, including worker's compensation, by virtue of this Contract.

3.0 The Village, in its sole discretion, may call upon Contractor to act as a Hearing Officer for construction and related issues when requested and to perform any and all legal services, of whatever kind or nature, on behalf of the Village, subject only to the conditions otherwise set forth herein. All legal services to be performed by Contractor hereunder shall be rendered at the request or direction of the Village.

4.0 As full payment and compensation for Contractor's services hereunder, the Village shall pay to Contractor and Contractor agrees to accept from the Village the hourly rate of Two Hundred and Sixty-Five and no/100 dollars (\$265.00) to be billed in six-minute increments.

5.0 Travel time and expenses associated therewith shall be billed at the hourly rate of One-Hundred and Twenty-Five and no\100 dollars (\$125.00) to be billed in six minute increments, and mileage charges of fifty cents (\$0.50) per mile shall apply.

5.0 Contractor shall maintain at all times legal malpractice insurance with the minimum coverages: \$250,000 Per Claim; \$500,000 Total Limit.

6.0 This Independent Contractor Professional Services Contract sets forth the entire agreement between the parties hereto. Any prior conversations or writings are merged herein and extinguished. No subsequent amendment to this Contract shall be binding upon any of the parties hereto unless reduced to writing and properly signed and executed.

CONTINUED

IN WITNESS WHEREOF, ISLAMORADA, VILLAGE OF ISLANDS and
CHARLES KRAMER have caused these present to be executed in their respective names
by the proper officials the day and year first above written.

APPROVED BY:

ISLAMORADA, VILLAGE OF ISLANDS,
FLORIDA

By: _____
Robert Cole, Village Manager

AUTHENTICATION:

Marne McGrath, Village Clerk

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

John J. Quick, Village Attorney

CONTRACTOR

WITNESS: Sofia Calderon By: _____

Print Name: Sofia Calderon

Charles M. Kramer Esq.

Title: Administrative Assistant

Date: 10-03-2024



Council Communication

To: Mayor and Village Council
From: Robert Cole, Village Manager
Date: November 19, 2024
SUBJECT: **Resolution Approving Amendment to FDOT Public Transit Service Development Program Grant Agreement TAB 9**

Background:

The Freebee ridesharing services in Islamorada began as a six-month trial program in November 2018 following approval by the Village Council. The trial program consisted of golf cart style vehicles that were limited to “downtown” Upper Matecumbe Key because the vehicles could not travel on the highway. Based on the popularity of the trial program, the Council approved successive annual agreements with Freebee that included incremental service expansions and service improvements over the years. The electric vehicle service is now available Village-wide and extends beyond the Village specifically to Mariners Hospital, the Good Health Clinic and the Tavernier Town shopping center.

The Florida Department of Transportation (“FDOT”) Public Transit Service Development Program Grant (the “FDOT Transit Development Grant”) is available specifically for new transit service development. The Village did not apply for the grant when Council was first considering the Freebee services because the Council wanted to start with a trial program and the timing of the grant application deadline and grant funding period would have delayed implementation of services by eighteen months or more.

Because the Village was already providing the services through an agreement with Freebee, if an application were to be made for an FDOT Transit Development Grant, the Village would need to propose an expansion to existing services to be eligible for the transit development funding. Expansion could include the addition of vehicles, increased route areas, and increased service hours.

At the direction of the Council to utilize state funds to offset some of the costs for the Freebee program, in May 20, 2022, Village staff applied for the FDOT Transit Development Grant for funding for an expansion Freebee’s services to begin as early as July 1, 2023 coinciding with the State fiscal year of July 1, 2023 to June 30, 2024. In the grant application, staff presented that the schedule for Freebee’s services would be expanded to provide all three Freebee vehicles to be in service from 7:00 a.m. to 12:00 a.m. seven days per week, thereby increasing service hours from the 210 per week of the previous schedule to 357 per week with the expanded schedule.

On October 26, 2022, FDOT notified the Village that its application for State Fiscal Year 2024 (SFY24) funding was approved. Total annual costs as proposed by Freebee for three vehicles to operate seven days per week, 17 hours per day (total 357 hours per week instead of 210

hours per week) would be \$553,330.00. The grant would provide 50% funding (\$276,665.00), and the Village's share would also be \$276,665.00. For the Village, this would be an annual decrease of \$65,839.00 from the current annual amount under the current contract while providing significantly expanded services.

The FDOT Public Transit Service Development Program can provide funding for up to three years if program funding is made available by the state each year. FDOT determined that due to the number of applications they receive each year and the limited amount of funds available, applicants must apply for funding each year. To be in a good position for the grant funding in future fiscal years, the Village's initial application included a request for funding over a three-year period to continue the expanded services and costs. The grant application for FDOT SFY 25 (Year 2) funding was submitted in May 2023; with a notification of awards received in October 2023. The application for SFY 26 (Year 3) funding was submitted in May 2024; notification of award has not yet been received.

On June 11, 2024, the Village Council adopted Resolution No. 24-06-43 accepting the FDOT Transit Development Grant and approving Grant Agreement G2M67 between FDOT and the Village for State Fiscal Year 2024 (Year 1). The term of the grant was from the date of execution, June 12, 2024 through December 31, 2024.

Concurrently, through the adoption of Resolution 24-06-57 by the Village Council on June 11, 2024, the Village entered into an annual agreement with Freebee to provide the expanded services. The expanded Freebee services began August 12, 2024.

Analysis:

In October 2024, the FDOT transmitted an Amendment to the Grant Agreement to add the Year 2 funds of \$276,665.00 and to extend the term of the Grant Agreement to June 30, 2026, essentially combining Year 1 and Year 2 into a single agreement. The Amendment requires approval of the Village Council.

The resolution proposed is for Village Council approval of the Amendment (Exhibit "1" to the proposed resolution) that would combine the Year 1 funding with the Year 2 funding for a total amount of \$553,330.00 and would extend the term of the Grant Agreement for eighteen (18) months, from December 31, 2024 to June 30, 2026.

At the request of the Village, an additional change made in the Amendment is the removal of the specific schedule for the vehicles. The previous Grant Agreement spelled out the 7AM to midnight schedule for three vehicles; the commitment under the Amendment is to continue to provide the expanded services of 357 hours per week on a schedule determined by the Village.

Village staff also inquired about the interest of the Village to possibly charge a fee for the ridesharing services, comparable to the Monroe County Freebee program providing service from Stock Island to Key West. The FDOT representative advised that a fee for service does not need to be stipulated in the Agreement or Amendment and charging a fee would be at the discretion of the Village. Any fee would have to be equal for all riders, whether residents or visitors. In order to smooth a planned transition from Freebee to Monroe County's Conch Connect, implementing a \$2 fee is in the near-term plans for the Freebee service.

Budget Impact:

The prior Freebee services were provided at a cost of \$342,504.00 annually paid in twelve (12) payments of \$28,542.00. The cost of the expanded services is \$553,330.00 annually paid in twelve (12) payments of \$46,110.00. The grant can provide 50% funding (\$276,665.00), and the Village's share would also be \$276,665.00. This would result in a \$65,839.00 annual reduction of expenditures in the Transportation Fund while providing a greatly increased level of service.

Staff Impact:

Village staff would complete all required activities of the Grant Agreement.

Recommendation:

It is recommended that the Village Council approve the proposed resolution approving the Amendment to the FDOT Grant Agreement and authorizing the Interim Village Manager to execute all necessary documents to implement the terms of the Agreement.

- Attachments:**
1. Resolution_FDOT_Transit_Grant-Amendment-Year_2
 2. Exhibit 1 G2M67 Amend1

RESOLUTION NO. 24-

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

WHEREAS, Islamorada, Village of Islands (the "Village") is committed to reducing road congestion and reducing carbon emissions residents and visitors; and

WHEREAS, Freebee is a company based in Miami that provides local transportation in electric vehicles free of charge to riders through requests via a smartphone app; and

WHEREAS, the Village Council initially approved a six-month Freebee trial program that began in November 2018 and subsequently approved annual agreements with Freebee that included incremental service expansions and service improvements over the years; and

WHEREAS, the Florida Department of Transportation ("FDOT") Public Transit Service Development Program Grant (the "FDOT Transit Development Grant") is available specifically for new transit service development; and

WHEREAS, FDOT can provide funding for up to three consecutive years through the FDOT Transit Development Grant if program funding is made available by the state each year; and

WHEREAS, in May 20, 2022, Village staff applied for the FDOT Transit Development Grant State Fiscal Year 2024 (Year 1) for funding for an expansion Freebee's services eligible for FDOT Transit Development Grant Funding; and

WHEREAS, on October 26, 2022, FDOT notified the Village that its application for FDOT Transit Development Grant State Fiscal Year 2024 (Year 1) funding for fifty percent (50%) of the Five Hundred Fifty Three Thousand Three Hundred Thirty dollar (\$553,330.00) annual cost for the Freebee services was approved; and

WHEREAS, in May 20, 2023, Village staff applied for the FDOT Transit Development Grant State Fiscal Year 2025 (Year 2) for funding to continue the expansion of Freebee's services in the same percentage and dollar amount as Year 1; and

WHEREAS, on October 9, 2023, FDOT notified the Village that its application for FDOT Transit Development Grant State Fiscal Year 2025 (Year 2) funding for fifty percent (50%) of the Five Hundred Fifty Three Thousand Three Hundred Thirty dollar (\$553,330.00) annual cost for the Freebee services was approved; and

WHEREAS, the Transit Development Grant funding could not be implemented until full execution of the Grant Agreement; and

WHEREAS, on June 11, 2024, the Village Council adopted Resolution No. 24-06-43 accepting the FDOT Transit Development Grant and approving Grant Agreement G2M67 between FDOT and the Village for State Fiscal Year 2024 (Year 1); and

WHEREAS, the term of the Year 1 funding was from the date of full execution, June 12, 2024, through December 31, 2024; and

WHEREAS, on October 18, 2024, FDOT transmitted an Amendment to Grant Agreement G2M67 to add State Fiscal Year 2025 (Year 2) Grant funding and extend the end date of the Agreement to June 30, 2026; and

WHEREAS, the Village Council finds that approval of the Amendment to the FDOT Transit Development Grant G2M67 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 Amendment.** The Village Council hereby approves the Amendment to the Florida Department of Transportation ("FDOT") Public Transit Service Development Program Grant G2M67 between the FDOT and the Village to add reimbursement of fifty percent (50%) of costs for the expansion of Freebee services for Year 2 and extend the term of the Agreement to June 30, 2024, attached hereto as Exhibit "1", together with such non-material changes as may be acceptable to the Village Manager and approved as to form and legality by the Village Attorney.

Section 3. **Execution of Agreement.** The Village Manager is authorized to execute the Agreement on behalf of the Village, to execute any other required agreements and/or documents to implement the terms and conditions of the Agreement and to execute any extensions and/or amendments to the Agreement, subject to the approval as to form and legality by the Village Attorney.

Section 4. **Authorization of Village Officials.** The Village Manager and/or his designee and the Village Attorney are authorized to take all actions necessary to implement the terms and conditions of the Agreement.

Section 5. **Authorization of Funds Expenditure.** Notwithstanding the limitations imposed upon the Village Manager pursuant to the Village's Purchasing Procedures Ordinance, the Village Manager is authorized to expend budgeted funds to implement the terms and conditions of the Agreement.

**PUBLIC TRANSPORTATION
AMENDMENT TO THE PUBLIC TRANSPORTATION
GRANT AGREEMENT**

Financial Project Number(s): (item-segment-phase-sequence) <u>452162-1-84-01</u>	Fund(s): Work Activity Code/Function: <u>215</u> Federal Number/Federal Award Identification Number (FAIN) – Transit only: <u>N/A</u> Federal Award Date: <u>N/A</u> SAM/UEI Number: <u>QEAKVK3HNFM5</u>	DPTO	FLAIR Category: <u>088774</u> Object Code: <u>751000</u> Org. Code: <u>55062020629</u> Vendor Number: <u>F650830851006</u> Amendment No.: <u>1</u>
Contract Number: <u>G2M67</u>			
CFDA Number: <u>N/A</u>			
CFDA Title: <u>N/A</u>			
CSFA Number: <u>55.012</u>			
CSFA Title: <u>Public Transit Service Development Program</u>			

THIS AMENDMENT TO THE PUBLIC TRANSPORTATION GRANT AGREEMENT ("Amendment") is made and entered into on _____, by and between the State of Florida, Department of Transportation ("Department"), and Islamorada Village of Islands, ("Agency"), collectively referred to as the "Parties."

RECITALS

WHEREAS, the Department and the Agency on 6/12/2024 (date original Agreement entered) entered into a Public Transportation Grant Agreement ("Agreement").

WHEREAS, the Parties have agreed to modify the Agreement on the terms and conditions set forth herein.

NOW THEREFORE, in consideration of the mutual covenants in this Amendment, the Agreement is amended as follows:

1. **Amendment Description.** The project is amended Second year of Transit Service Development Program SFY25 funds added for Islamorada Village of Islands to continue providing on-demand service via Freebee. Islamorada Village of Islands is extending its Freebee service hours from the current 210 hours of service per week to 357 hours of service per week. End date is extended to 06/30/2026.
2. **Program Area.** For identification purposes only, this Agreement is implemented as part of the Department program area selected below (select all programs that apply):
 - ☐ Aviation
 - ☐ Seaports
 - ☒ Transit
 - ☐ Intermodal
 - ☐ Rail Crossing Closure
 - ☐ Match to Direct Federal Funding (Aviation or Transit)
(Note: Section 15 and Exhibit G do not apply to federally matched funding)
 - ☐ Other
3. **Exhibits.** The following Exhibits are updated, attached, and incorporated into this Agreement:
 - ☒ Exhibit A: Project Description and Responsibilities
 - ☒ Exhibit B: Schedule of Financial Assistance
 - ☐ *Exhibit B1: Deferred Reimbursement Financial Provisions
 - ☐ *Exhibit B2: Advance Payment Financial Provisions
 - ☐ *Exhibit C: Terms and Conditions of Construction
 - ☒ Exhibit D: Agency Resolution
 - ☐ Exhibit E: Program Specific Terms and Conditions
 - ☐ Exhibit F: Contract Payment Requirements
 - ☒ *Exhibit G: Financial Assistance (Single Audit Act)

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
PUBLIC TRANSPORTATION
AMENDMENT TO THE PUBLIC TRANSPORTATION
GRANT AGREEMENT

Form 725-000-03
STRATEGIC
DEVELOPMENT
OGC 10/24

- ☐ *Exhibit H: Audit Requirements for Awards of Federal Financial Assistance
☐ *Exhibit I: Certification of Disbursement of Payment to Vehicle and/or Equipment Vendor
☒ *Additional Exhibit(s): E1 & E2

4. Project Cost.

The estimated total cost of the Project is ☒ increased/ ☐ decreased by \$553,330 bringing the revised total cost of the project to \$1,106,660.

The Department's participation is ☒ increased/ ☐ decreased by \$276,665. The Department agrees to participate in the Project cost up to the maximum amount of \$553,330, and, additionally the Department's participation in the Project shall not exceed 50.00% of the total eligible cost of the Project.

Except as modified, amended, or changed by this Amendment, all of the terms and conditions of the Agreement and any amendments thereto shall remain in full force and effect.

IN WITNESS WHEREOF, the Parties have executed this Amendment on the day and year written above.

AGENCY Islamorada Village of Islands STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: D6-Director of Transportation Development

STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION

Legal Review: _____

To: Simon.Huang@dot.state.fl.us

FLORIDA DEPARTMENT OF TRANSPORTATION FUNDS APPROVAL

G2M67

10/18/2024

CONTRACT INFORMATION

Contract:	G2M67
Contract Type:	GD - GRANT DISBURSEMENT (GRANT)
Method of Procurement:	G - GOVERNMENTAL AGENCY (287.057,F.S.)
Vendor Name:	ISLAMORADA, VILLAGE OF ISLANDS
Vendor ID:	F650830851006
Beginning Date of This Agreement:	06/12/2024
Ending Date of This Agreement:	12/31/2024 06/30/2026
Contract Total/Budgetary Ceiling:	ct = \$553,330.00
Description:	SFY24-SERVICE DEVELOPEMENT GRANT FOR ISLAMORADA

FUNDS APPROVAL INFORMATION

FUNDS APPROVED/REVIEWED FOR JASON ADANK, CPA, COMPTROLLER ON 10/18/2024

Action:	Supplemental
Reviewed or Approved:	APPROVED
Organization Code:	55062020629
Expansion Option:	A1
Object Code:	751000
Amount:	\$276,665.00
Financial Project:	45216218402
Work Activity (FCT):	215
CFDA:	
Fiscal Year:	2025
Budget Entity:	55100100
Category/Category Year:	088774/25
Amendment ID:	S001
Sequence:	00
User Assigned ID:	AMEND1
Enc Line (6s)/Status:	0002/04

Total Amount: \$276,665.00

To: Simon.Huang@dot.state.fl.us

FLORIDA DEPARTMENT OF TRANSPORTATION FUNDS APPROVAL

G2M67

8/3/2023

CONTRACT INFORMATION

Contract:	G2M67
Contract Type:	GD - GRANT DISBURSEMENT (GRANT)
Method of Procurement:	G - GOVERNMENTAL AGENCY (287.057,F.S.)
Vendor Name:	ISLAMORADA, VILLAGE OF ISLANDS
Vendor ID:	F650830851006
Beginning Date of This Agreement:	08/02/2023
Ending Date of This Agreement:	12/31/2024
Contract Total/Budgetary Ceiling:	ct = \$276,665.00
Description:	SFY24-SERVICE DEVELOPEMENT GRANT FOR ISLAMORADA

FUNDS APPROVAL INFORMATION

FUNDS APPROVED/REVIEWED FOR ROBIN M. NAITOVE, CPA, COMPTROLLER ON 8/3/2023

Action:	Original
Reviewed or Approved:	APPROVED
Organization Code:	55062020629
Expansion Option:	A1
Object Code:	751000
Amount:	\$276,665.00
Financial Project:	45216218401
Work Activity (FCT):	215
CFDA:	
Fiscal Year:	2024
Budget Entity:	55100100
Category/Category Year:	088774/24
Amendment ID:	O001
Sequence:	00
User Assigned ID:	
Enc Line (6s)/Status:	0001/04

Total Amount: \$276,665.00

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
**PUBLIC TRANSPORTATION
GRANT AGREEMENT EXHIBITS**

Form 725-000-02
STRATEGIC
DEVELOPMENT
OGC 10/24

EXHIBIT B

**Schedule of Financial Assistance
TRANSIT OPERATING ONLY**

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

A. Fund Type and Fiscal Year:

Financial Project Number	Fund Type	FLAIR Category	State Fiscal Year	Object Code	CSFA/CFDA Number	CSFA/CFDA Title or Funding Source Description	Funding Amount
452162-1-84-01	DPTO	088774	2024	751000	55.012	Public Transit Service Development Program	\$276,665.00
452162-1-84-02	DPTO	088774	2025	751000	55.012	Public Transit Service Development Program	\$276,665.00
Total Financial Assistance							\$553,330.00

B. Operations Phase - Estimate of Project Costs by Budget Category:

Budget Categories <i>Operations (Transit Only) *</i>	State	Local	Federal	Total
Salaries	\$0	\$0	\$0	\$0
Fringe Benefits	\$0	\$0	\$0	\$0
Contractual Services	\$553,330	\$553,000	\$0	\$1,106,330
Travel	\$0	\$0	\$0	\$0
Other Direct Costs	\$0	\$0	\$0	\$0
Indirect Costs	\$0	\$0	\$0	\$0
Totals	\$553,330	\$553,000	\$0	\$1,106,330

* Budget category amounts are estimates and can be shifted between items without amendment (because they are all within the Operations Phase).

C. Cost Reimbursement

The Agency will submit invoices for cost reimbursement on a:

- ☐ Monthly
☒ Quarterly
☐ Other:

basis upon the approval of the deliverables including the expenditure detail provided by the Agency.

Scope Code and/or Activity Line Item (ALI) (Transit Only)	30.09.01
--	----------

BUDGET/COST ANALYSIS CERTIFICATION AS REQUIRED BY SECTION 216.3475, FLORIDA STATUTES:

I certify that the cost for each line item budget category has been evaluated and determined to be allowable, reasonable, and necessary as required by Section 216.3475, Florida Statutes. Documentation is on file evidencing the methodology used and the conclusions reached.

Simon Huang

Department Grant Manager Name

Signature

Date

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
**PUBLIC TRANSPORTATION
GRANT AGREEMENT EXHIBITS**

Form 725-000-02
STRATEGIC
DEVELOPMENT
OGC 10/24

EXHIBIT D

AGENCY RESOLUTION

PLEASE SEE ATTACHED

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
**PUBLIC TRANSPORTATION
GRANT AGREEMENT EXHIBITS**

Form 725-000-02
STRATEGIC
DEVELOPMENT
OGC 10/24

EXHIBIT G

AUDIT REQUIREMENTS FOR AWARDS OF STATE FINANCIAL ASSISTANCE

THE STATE RESOURCES AWARDED PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

SUBJECT TO SECTION 215.97, FLORIDA STATUTES:~

Awarding Agency: Florida Department of Transportation
State Project Title: Public Transit Service Development Program
CSFA Number: 55.012
***Award Amount:** \$553,330

*The award amount may change with amendments

Specific project information for CSFA Number 55.012 is provided at: <https://apps.fldfs.com/fsaa/searchCatalog.aspx>

COMPLIANCE REQUIREMENTS APPLICABLE TO STATE RESOURCES AWARDED PURSUANT TO THIS AGREEMENT:

State Project Compliance Requirements for CSFA Number 55.012 are provided at:
<https://apps.fldfs.com/fsaa/searchCompliance.aspx>

The State Projects Compliance Supplement is provided at: <https://apps.fldfs.com/fsaa/compliance.aspx>



Council Communication

To: Mayor and Village Council
From: Ramon Navarro, Network Engineer
Date: November 19, 2024
SUBJECT: **Resolution Approving a Professional Services Agreement Between ICONN Technology Group and Islamorada Village Of Islands TAB 10**

Background:

The Village's Information Technology & Communications Department ("IT Department") is responsible for managing the cyber security of the Village of Islamorada ("the Village") through management of the Microsoft 365 tenant. The Village currently utilizes GoDaddy, a cloud-based productivity platform providing email, applications, and collaboration tools for businesses, hosted by Microsoft 365. The Village intends to transition to a newly created Microsoft 365 tenant specifically tailored for its needs. This migration will bring the domain in-house, thereby reducing potential risks associated with external threats.

To facilitate this transition, the IT department intends to collaborate with ICONN Technology Group ("ICONN"). The outlined multiphase approach, detailed below, is expected to take five weeks to complete. This migration will provide us with enhanced control and flexibility over our Microsoft 365 environment, allowing us to tailor it to our specific needs and requirements. The new tenant will be configured with all necessary settings and permissions to ensure a seamless transition and to minimize any disruption to our daily operations.

Analysis:

Section 2-327(c)(4) of the Village's Code of Ordinances (the "Code") which relates to purchasing guidelines provides that the "purchase of or contracts for materials, supplies, equipment, improvements or services where the anticipated cost is estimated to exceed \$25,000.00" must be competitively bid. Per Section 2-328(1) of the Village Code relating to Waiver of Competitive Bidding, the requirements of Section 2-327(c)(4) may be waived "by the village council upon a documented finding that the purchase of the particular goods or services without competitive bidding is in the best interests of the village."

Considering the sensitive nature of the Village's IT infrastructure, the IT department opted not to publish a Request for Proposals (RFP). Such a public process could potentially expose critical details about the Village's systems, thereby increasing the risk of cyberattacks from hackers and scammers. Instead, to ensure confidentiality and security, the IT staff directly solicited bids from three known companies. ICONN Technology Group not only provided the most competitive quote but also demonstrated a clear understanding of the Village's specific requirements. This decision is rooted in a careful assessment of the Village's needs and the unique challenges posed by its existing IT setup.

Migrating to a new Microsoft 365 tenant involves several critical steps: planning, preparation,

data migration, and post-migration tasks. Each stage requires careful attention to ensure a smooth transition with minimal disruption.

- **Planning:** Assess the current environment and identify potential challenges, such as data size, complexity, and custom configurations. Establish a clear timeline and allocate resources for a successful migration.
- **Preparation:** Set up the new tenant, creating user accounts and configuring security policies and applications. Communicate with users about the migration and provide necessary training.
- **Data Migration:** Transfer all existing data—including emails, documents, and files—from the GoDaddy-hosted tenant to the new Microsoft 365 tenant. Ensure accurate and secure migration with minimal downtime, including data validation and testing.
- **Post-Migration:** Address any remaining tasks, monitor the new tenant for proper functionality, resolve user issues, and make any necessary adjustments or optimizations.

Budget Impact:

Funds in the amount of \$40,000.00 for this purchase were included in the approved FY 2024-2025 Professional Services General Fund budget. The proposed expenditure for this purchase authorized by this Resolution would be \$36,900.00

Staff Impact:

The IT Department will coordinate all activities with ICONN to complete the project.

Recommendation:

Staff recommends that the Village Council pass and adopt the attached resolution, thereby approving the agreement with ICONN to support the migration of GoDaddy hosted services to a dedicated internal Microsoft 365 tenant.

- Attachments:**
1. Resolution
 2. Exhibit A
 3. Exhibit B

RESOLUTION NO.

A RESOLUTION OF THE VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA, APPROVING A PROFESSIONAL SERVICES AGREEMENT BETWEEN ICONN TECHNOLOGY GROUP AND ISLAMORADA, VILLAGE OF ISLANDS FOR FISCAL YEAR 2024-2025; AUTHORIZING VILLAGE OFFICIALS TO IMPLEMENT THE TERMS AND CONDITIONS OF A PROFESSIONAL SERVICES AGREEMENT; AUTHORIZING THE VILLAGE MANAGER TO EXPEND BUDGETED FUNDS; AUTHORIZING THE VILLAGE MANAGER TO NEGOTIATE AND EXECUTE A PROFESSIONAL SERVICES AGREEMENT; PROVIDING FOR A WAIVER OF COMPETITIVE BIDDING; AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, Islamorada, Village of Islands (the "Village") IT & Communications Department is responsible for managing the cyber security of the Village through management of the Microsoft 365 tenant; and

WHEREAS, the Village IT & Communications Department identified ICONN Technologies Group as the preferred vendor capable of migrating the current Microsoft 365 tenant from GoDaddy to an internal tenant, at competitive prices; and

WHEREAS, Section 2-328(1) of the Village Code provides that competitive bidding requirements may be waived by the Village Council upon a finding that the purchase of the goods or services without competitive bidding is in the best interests of the Village; and

WHEREAS, the Village is committed to securing its IT and communications assets through appropriate cybersecurity measures; and

WHEREAS, the Village finds that the solicitation of these services through competitive bidding measures could potentially reveal details about the Village's IT infrastructure, creating vulnerabilities through the disclosure of sensitive information to potential hackers and scammers; and

WHEREAS, to avoid creating potential IT infrastructure vulnerabilities, Village staff directly sought proposals from three (3) known companies for migrating the Village's email tenant from GoDaddy to an internal Microsoft 365 Tenant ("Services"); and

WHEREAS, ICONN Technologies Group provided the lowest and Village IT staff believes they will provide the best services for this need; and

WHEREAS, the Village Council finds that retaining the Services of ICONN Technologies Group and authorizing a waiver of competitive bidding for the Services to be provided is in the best interest of the Village.

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

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

Section 2. Acceptance of Proposal; Authorization to Negotiate and Execute Agreement. The Village Council hereby accepts the Proposal from ICONN Technology Group to provide the Services, which is attached hereto as Exhibit "A." The Village Manager and/or his designee are authorized to negotiate with ICONN Technology Group and to execute a Professional Services Agreement, substantially in the form attached hereto as Exhibit "B" (the "Agreement") in an amount not to exceed Thirty-six thousand, nine hundred, and 00/100 Dollars (\$36,900.00), subject to approval by the Village Attorney for legal sufficiency.

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

Section 4. 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. **Waiver of Competitive Bidding.** In accordance with Section 2-328(1) of the Village Code, the Village Council waives the competitive bidding purchasing provision of the Village Code.

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

PASSED AND ADOPTED this ____ day of November, 2024.

Motion to adopt by _____. Seconded by _____.

Remainder of this page intentionally left blank.

FINAL VOTE AT ADOPTION

VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS

Council Member Seat 1	___
Council Member Seat 2	___
Council Member Seat 3	___
Council Member Seat 4	___
Council Member Seat 5	___

PASSED AND ADOPTED THIS ___ DAY OF _____, 2024.

, 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

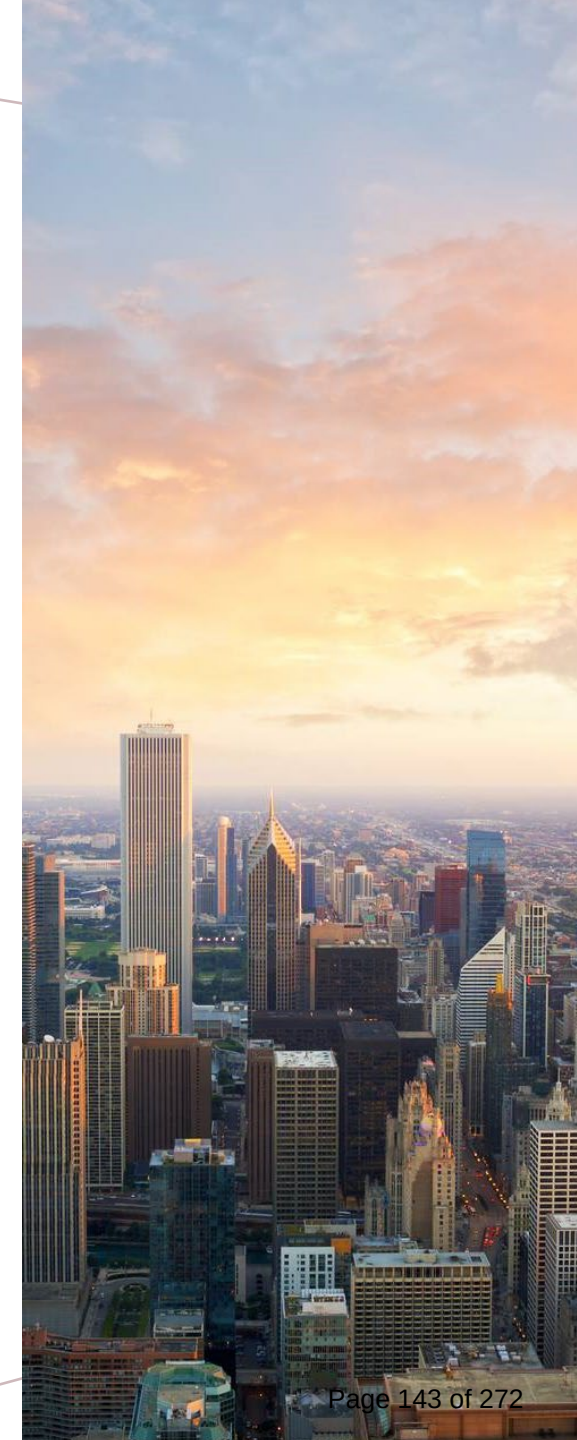
*VILLAGE OF
ISLAMORADA*

*GODADDY TO
OFFICE365
MIGRATION*



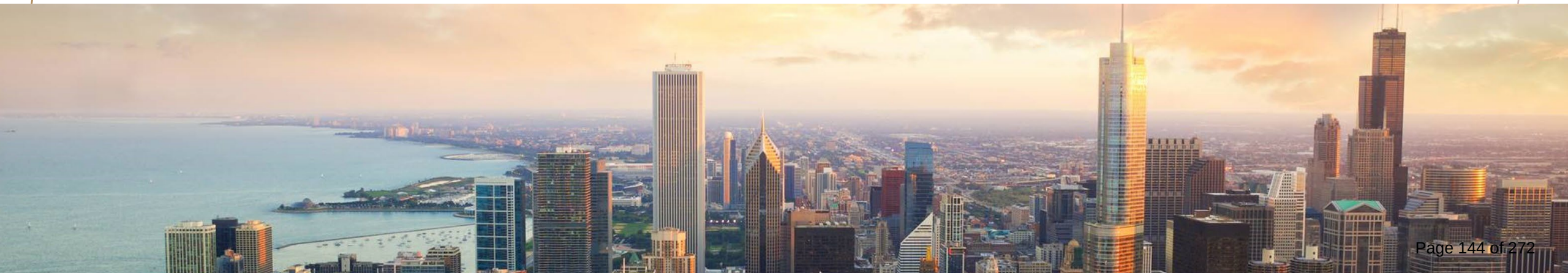
Project Overview

Village of Islamorada would like to migrate from a GoDaddy hosted Microsoft 365 tenant to a tenant in Microsoft 365 that will be created for Village of Islamorada.



PHASE 1 - KICKOFF

This phase is to start the project off and to introduce the appropriate stakeholders from Village of Islamorada and ICONN Technology Group. The goal is to make sure everyone has a mutual understanding of the project goals. During this meeting we will discuss scope and timelines so that both parties are clear as to what to expect.





PHASE 2 - DISCOVERY, ASSESSMENT, PLANNING, AND DESIGN

DURING PHASE 2 ICONN WILL CONFIRM ALL THE INFORMATION BETWEEN THE GODADDY OFFICE365 TENANT AND THE ON-PREM ACTIVE DIRECTORIES TO ENSURE THAT NO DATA IS MISSED. WE WILL REVIEW THE PLAN, VALIDATE THE NUMBERS, AND FINALIZE THE MIGRATION PLAN AND TIMELINE WITH THE VILLAGE.

A low-angle, upward-looking photograph of several modern skyscrapers with glass facades. The sun is visible in the upper left corner, creating a bright lens flare and illuminating the scene. The sky is blue with scattered white clouds. The perspective makes the buildings appear to converge towards the top of the frame.

PHASE 3 - DEPLOYMENT AND CONFIGURATION

Phase 3 will allow ICONN to confirm the plan and make sure that all backend configuration items are in place.

ICONN will setup up all necessary items in the tenants and finalize migration phase.

PHASE 4 - MIGRATION AND VALIDATION

Microsoft 365 Migration from GoDaddy 365

- Setup and configure Microsoft 365 hosted exchange
- Set up Microsoft 365 tenant
- Consult on Microsoft 365 editions
- Configure domains, mailboxes, distribution groups, and aliases
- Manage domain email routing changes
- Migrate user mailboxes Up to 129 Mailboxes
- Migrate up to 20 Teams and 6 SharePoint Sites
- Migrate OneDrive Data

PHASE 5 - KNOWLEDGE TRANSFER AND PROJECT CLOSEOUT

During the last phase, ICONN will create the final project documentation and providing knowledge transfer to Village of Islamorada. Final project documentation will include everything configured during this project and may be used as a reference. ICONN will also be available after the project is complete to assist the Village as needed to properly close out the project.

PROJECT TIMELINE

Milestone	Timeline
Kickoff	1 Day
Discovery, Assessment, Planning, and Design	1 Day
Deployment and Configuration	1 Day
Migration and Validation	3 -4 Weeks
Knowledge Transfer and Project Closeout	1 Day
Total	4 - 5 Weeks

The above project timeline is dependent upon client carrying out the responsibilities defined in this agreement. Delays to the project timeline may require a change order.

PROJECT PRICING

Milestone	Price
Kickoff	\$4,990.00
Discovery, Assessment, Planning, and Design	\$4,990.00
Deployment and Configuration	\$4,990.00
Migration and Validation	\$15,950.00
Knowledge Transfer and Project Closeout	\$5,980.00
Total	\$36,900.00





THANK YOU

Ezequiel Conil

305-439-6103

ezequielc@iconntechgroup.com

ICONNTechnologyGroup.com

AGREEMENT

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

ISLAMORADA, VILLAGE OF ISLANDS

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

and

ICONN TECHNOLOGY GROUP LLC.

a Florida Limited Liability Company. authorized to do business in the State of Florida, hereinafter
"CONTRACTOR."

WITNESSETH:

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

Article I. PREAMBLE

In order to establish the background, context and form of reference for this Agreement and to generally express the objectives, and intentions, of the respective parties herein, the following statements, representations and explanations shall be accepted as predicates for the undertakings and commitments included within the provisions which follow and may be relied upon by the parties as essential elements of the mutual considerations upon which this Agreement is based.

Section 1.01 The VILLAGE is in need of an independent experienced contractor to provide for the migration of the Village's email tenant from GoDaddy to an internal Microsoft 365 Tenant in a timely and responsive timeframe (the "Project").

Section 1.02 Village staff directly sought proposals from three (3) known companies, including the CONTRACTOR,

Section 1.03 The VILLAGE received a proposal from CONTRACTOR, for completion of the Project, a copy of which is attached hereto as Exhibit "A" (the "Proposal").

Section 1.04 On _____, 2024, the Village Council of Islamorada, Village of Islands (the "Village Council") adopted Resolution No. 24-##-##, awarding the Project to CONTRACTOR and authorizing the Village to negotiate and execute this Agreement with CONTRACTOR for the Project.

Section 1.05 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 (the "Services") for the Project described in 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 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. CONTRACTOR shall complete all Services 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 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 Thirty-Six Thousand Nine Hundred **and no/100 Dollars (\$36,900.00)**.

Section 4.02 The VILLAGE will make payments to CONTRACTOR for completed and proper work, as invoiced in the amounts and at the times 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; and
- (c) Automobile Liability Insurance - \$300,000 per occurrence, \$300,000 per Accident for bodily injury and \$1,000,000 per accident for property damage.

Contractor shall obtain all necessary endorsements to support these requirements.

The insurance provided by the contractor shall apply on a primary basis. Any insurance, or self-insurance, maintained by the Village shall be excess of, and shall not contribute to, the insurance provided by proposer.

The insurance maintained by the contractor shall apply on a first dollar basis without application of a deductible or self-insured retention. The contractor shall pay on behalf of the Village or the Village's council members, officials, officers, agents and employees any deductible or self-insured retention applicable to a claim against the Village or the Village's council, officials, officers, agents and employees.

Section 5.06 The CONTRACTOR shall hold the VILLAGE, its agents, and employees, harmless on account of claims for damages to persons, property or premises arising out of CONTRACTOR's negligent operations in completing the Project and name the VILLAGE as an additional insured under their policy.

Section 5.07 The VILLAGE reserves the right to require any other insurance coverage it deems necessary depending upon the exposures.

Article VI. PROTECTION OF PROPERTY

Section 6.01 At all times during the performance of this Agreement, the CONTRACTOR shall protect the VILLAGE's property and properties adjoining the Project site from all damage whatsoever on account of the work being carried on pursuant to this Agreement.

Article VII. CONTRACTOR'S INDEMNIFICATION

Section 7.01 The CONTRACTOR agrees to release the VILLAGE from and against any and all liability and responsibility in connection with this Agreement and the matters contained herein. The CONTRACTOR further agrees not to sue or seek any money or damages from VILLAGE in connection with this Agreement except with respect to payment for services rendered with respect to this Agreement.

Section 7.02 The CONTRACTOR 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 Affidavit Attesting to Noncoercive Conduct for Labor or Services; CONTRACTOR's Proposal as set forth and incorporated into this Agreement as Exhibit "A" and all other addendums and exhibits thereto. In the event there is a conflict between the terms of 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 attached hereto 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: Ezequiel Conil
ICONN Technology Group LLC
13302 SW 57th Court
Miami, FL 33156
ezequielc@iconntechgroup.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.

[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

ICONN Technology Group LL

WITNESS:

Print Name: _____

By: _____

Print Name: _____

Title: _____

Date: _____

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: _____

Exhibit "A"
FORM OF CONTRACTOR'S PROPOSAL

Form of Agreement

Exhibit "B"

PROJECT TIMELINE

Form of Agreement



Council Communication

To: Mayor and Village Council
From: Peter Frezza, Environmental Resources Manager
Date: November 19, 2024
SUBJECT: **Resolution Electing to Use the Uniform Method of Collecting Non-Ad Valorem Special Assessments Levied within the Village toward Canal 147 Restoration Costs TAB 11**

Background:

Islamorada, Village of Islands (the "Village"), is currently moving forward with a canal restoration project within Canal 147, Lower Matecumbe Key as part of its Canal Restoration Work Program. The project entails organic removal, backfilling, and potential installation of an air curtain at the mouth of the canal. 100% of the project, from design through construction and monitoring, is being funded through a grant from the FDEP through the Stewardship Act program. However, the operation and maintenance of the air curtain would incur ongoing routine costs that are not covered under the grant. The Village is considering the development of an assessment program to fund these operating and maintenance costs starting next year. Residents affected would be those canal front properties of Canal 147 on Atlantic and Leserra Lanes. Village staff have been discussing the idea of this assessment with the residents over the past year. The assessment would be divided among the affected property owners and collected through an established uniform method of collecting non-ad valorem taxes. Village staff presented this idea to the Village Council at its regularly scheduled meeting on May 7, 2024. At this meeting, the Council gave direction to staff to move forward with taking the steps to implement this new assessment.

Analysis:

Section 197.3632, Florida Statutes, requires that the Village hold a public hearing and adopt a Resolution of intent to use the uniform method of collection for any assessment program in the calendar year prior to any such collection. The Resolution, which does not obligate the Village to use the method or impose a special assessment, must be adopted by January 1 and sent to the Monroe County Tax Collector, the Monroe County Property Appraiser and the Florida Department of Revenue by January 10th. Section 197.3632 also requires that notice of the public hearing to adopt the Resolution of intent be published in a newspaper of general circulation once a week for the four consecutive weeks immediately before the date of the hearing. Attached is a Resolution which specifically references the potential special assessment program and reserves to the Village the ability to impose assessments in the incorporated area of the Village. Attached as Exhibit "B" is proof of publication of the notice of the public hearing.

This Resolution only assists the Village in meeting statutory notice requirements necessary to preserve this collection approach. This Resolution is non-binding and the Village may reduce the areas covered by any future assessments or decide not to go forward with the assessment

program at a later date. By adopting the attached Resolution, the Village is simply reserving the right to use the tax bill collection method beginning in November of 2025.

Budget Impact:

There is no budget impact associated with this Resolution.

Staff Impact:

If adopted, the Village Clerk will send a copy of this Resolution by United States mail to the Florida Department of Revenue, the Monroe County Tax Collector, and the Monroe County Property Appraiser by January 10, 2025. The Village's Environmental Resources Manager would continue to work with the affected residents subject to the assessment.

Recommendation:

Staff recommends that the Village Council pass and adopt the proposed resolution, thereby announcing the Villages intent to collect non-ad valorem special assessments from various properties on the tax bill beginning in November 2025.

- Attachments:**
1. Resolution of Intent_C147 Assessment
 2. Exhibit A_Legal Description of Area
 3. Exhibit B_proof of publication_ISLAMORADA-5-3941849-1

RESOLUTION NO. 24-

A RESOLUTION OF THE VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA, ELECTING TO USE THE UNIFORM METHOD OF COLLECTING NON-AD VALOREM SPECIAL ASSESSMENTS LEVIED WITHIN THE VILLAGE BEGINNING WITH THE TAX BILL ISSUED IN NOVEMBER 2025 FOR THE CANAL 147 RESTORATION PROJECT; STATING A NEED FOR SUCH LEVY; PROVIDING FOR THE MAILING OF THIS RESOLUTION; AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, Islamorada, Village of Islands, Florida (the "Village"), is contemplating the imposition of special assessments for the provision of operation and maintenance costs of an air curtain for canal restoration and water quality improvements at Canal 147 on Lower Matecumbe Key, with the legal description and boundaries of the real property subject to the levy attached hereto as Exhibit "A"; and

WHEREAS, the Village intends to use the uniform method for collecting non-ad valorem special assessments for the cost of providing canal water quality improvements and services, and neighborhood improvements and infrastructure to property within the incorporated area of the Village as authorized by section 197.3632, Florida Statutes, as amended, because this method will allow such special assessments to be collected annually commencing in November 2025, in the same manner as provided for ad valorem taxes; and

WHEREAS, the assessments are necessary in order to have the property owners of the properties that receive the benefit of canal restoration programs also pay for ongoing operations and maintenance of the canal restoration methods; and

WHEREAS, the Village held a duly advertised public hearing prior to the adoption of this Resolution, proof of publication of such hearing being attached hereto as Exhibit "B".

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

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

Section 2. Commencing with the Fiscal Year beginning on October 1, 2025, and with the tax statement mailed for such Fiscal Year and continuing thereafter until discontinued by the Village, the Village intends to use the uniform method of collecting non-ad valorem assessments authorized in section 197.3632, Florida Statutes, as amended, for collecting non-ad valorem assessments for the cost of providing canal dredging improvements and services, and neighborhood improvements and infrastructure. Such non-ad valorem assessments shall be levied within the incorporated area of the Village. A legal description of such area subject to the assessment is attached hereto as Exhibit "A" and incorporated by reference.

Section 3. The Village hereby determines that the levy of the assessments is needed to fund the cost of operations and maintenance for the canal restoration project and neighborhood improvements and infrastructure performed on Canal 147 within the incorporated area of the Village.

Section 4. Upon adoption, the Village Clerk is hereby directed to send a copy of this Resolution by United States mail to the Florida Department of Revenue, the Monroe County Tax Collector, and the Monroe County Property Appraiser by January 10, 2025.

Section 5. 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 _____

Vice Mayor _____

Council Member _____

Council Member _____

Council Member _____

PASSED AND ADOPTED THIS ____ DAY OF _____, 2024.

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"

Legal Description of Area

Lower Matecumbe Key

The portion of the incorporated area of Islamorada, Village of Islands, bounded on the west by Florida Bay, on the north by Lignumvitae Channel, on the east by the Atlantic Ocean, and on the south by Channel 2.

Canal 147

Located between Atlantic Lane and Leserra Lane and between the Overseas Highway and open Atlantic Ocean water.



Exhibit 'B'

Date: October 16, 2024

- LEGAL AD PROOF -

Thank you for advertising with us! This is the proof of your ad scheduled to run on the dates indicated below. If changes are needed, please contact

Melinda Prescott by emailing legals@keysnews.com or calling 941-206-1025.

CUSTOMER INFORMATION

Account #: 421294
Company Name: ISLAMORADA VILLAGE OF ISLANDS
Address: 86800 OVERSEAS HWY
ISLAMORADA FL 33036-3162
Telephone: (305) 664-6400
Email: anita.muxo@islamorada.fl.us

AD INFORMATION

Ad ID: 3941849
Run Dates: 10/24/24 to 11/21/24
of Inserts: 12
of Lines: 60
Ad Class: 19
Total Cost: \$576.00
Ordered By:
Description: NOI Non-Ad Valorem Assessments

Account Rep: Legals - Key West
Email: legals@keysnews.com

Publications	Start Date	End Date	# of Insertions
Key West Citizen	10/24/24	11/14/24	4
Florida Keys Free Press	10/31/24	11/21/24	4
KeysNews.com	10/24/24	11/14/24	4

Ad Proof

NOTICE OF INTENT TO USE UNIFORM METHOD OF COLLECTING NON-AD VALOREM ASSESSMENTS

Islamorada, Village of Islands, Florida (the "Village") hereby provides notice, pursuant to section 197.3632(3)(a), Florida Statutes, of its intent to use the uniform method of collecting non-ad valorem special assessments to be levied within the incorporated area of the Village, for the cost of providing canal restoration and water quality improvements and services, and neighborhood improvements and infrastructure at Canal 147 on Lower Matecumbe Key, commencing for the Fiscal Year beginning on October 1, 2025 and continuing until discontinued by the Village. The Village will consider the adoption of a resolution electing to use the uniform method of collecting such assessments authorized by section 197.3632, Florida Statutes, at a public hearing to be held at 5:30 p.m. on November 19, 2024 at the Founders Park Community Center, 87000 Overseas Highway, Islamorada, Florida. Such resolution will state the need for the levy and will contain a legal description of the boundaries of the real property subject to the levy. Copies of the proposed form of resolution, which contains the legal description of the real property subject to the levy, are on file at the Village Clerk's Office, 86800 Overseas Highway, Islamorada, Florida. All interested persons are invited to attend.

In the event any person decides to appeal any decision by the Village with respect to any matter relating to the consideration of the resolution at the above-referenced public hearing, a record of the proceeding may be needed and in such an event, such person may need to ensure that a verbatim record of the public hearing is made, which record includes the testimony and evidence on which the appeal is to be based. In accordance with the Americans with Disabilities Act, persons needing a special accommodation or an interpreter to participate in this proceeding should contact the Village Clerk at (305) 664-6412, at least 48 hours prior to the date of the hearing. 10/24/24, 10/31/24, 11/07/24, 11/14/24 - KWC 421294 3941849



Council Communication

To: Mayor and Village Council
From: Jennifer DeBoisbriand , Planning Director
Date: November 19, 2024
SUBJECT: **Resolution Approving Annual Distribution of Building Permit Allocation System (BPAS) Allocations TAB 12**

Background:

Section 30-474(e) of the Village Code of Ordinances (the “Village Code”) requires that the Village Council establish the total amount of nonresidential floor area and residential dwelling units that may be made available for the next annual Building Permit Allocation System (“BPAS”) allocation, the quarterly allocations for that year, and the distribution of this allocation between categories.

Analysis:

The attached Resolution proposes a distribution schedule for 2025 as follows:

The nonresidential BPAS allocation for 2025 is 27,431 square feet and shall be allocated in Quarter 1 of 2024 with unused allocations rolling over into each subsequent quarter for distribution. This amount reflects the total square footage available being rolled over from 2024 (20,261) plus the additional 7,170 provided for in our Comprehensive Plan in 2025.

There are 2 market rate housing allocations available for distribution in 2025. This resolution proposes to distribute one in quarter 1 and one in quarter 3. There are fifty-four (54) affordable housing allocations available for distribution in 2025. Twenty-four of these allocations are rolled over from 2024 and there are 30 additional as provided for in our Comprehensive Plan.

Budget Impact:

None

Staff Impact:

Staff activity would include administering and processing applications associated with the Building Permit Allocation System (BPAS).

Recommendation:

It is recommended that the Village Council pass and adopt the proposed Resolution, thereby establishing the total amount of nonresidential floor area and residential dwelling units that may be made available, the quarterly allocations, and the distribution of allocations between categories of the BPAS for 2025.

Attachments: 1. 2025 BPAS allocation schedule

RESOLUTION NO. 24-

A RESOLUTION OF THE VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA, ESTABLISHING THE TOTAL AMOUNT OF NONRESIDENTIAL FLOOR AREA AND RESIDENTIAL DWELLING UNITS, QUARTERLY ALLOCATIONS, AND THE DISTRIBUTION OF ALLOCATIONS BETWEEN CATEGORIES OF THE BUILDING PERMIT ALLOCATION SYSTEM FOR 2025; AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, the Village Council of Islamorada, Village of Islands (the "Village") adopted Ordinance 02-17 which implemented the Building Permit Allocation System ("BPAS") as set forth in Chapter 30, Article IV, Division 11 of the Village Code of Ordinances (the "Code"); and

WHEREAS, Section 30-474(e) of the Village Code requires that the Village Council establish the total amount of nonresidential floor area and residential dwelling units that may be made available for the annual allocations, the quarterly allocations for that year, and the distribution of this allocation between categories; and

WHEREAS, the Village Council desires to establish the total amount of nonresidential floor area and affordable residential dwelling units that may be made available for 2025.

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. **Nonresidential Floor Area.** The amount of nonresidential floor area available for allocation in 2025 is 27,431 square feet.

Section 3. **Quarterly Nonresidential Floor Area Allocations.** Pursuant to Village Comprehensive Plan Policy 1-3.1.1 nonresidential floor area shall be allocated quarterly as follows:

Quarter 1 (March) – 27,431 square feet

Quarter 2 (June) – Any rollover floor area from Quarter 1

Quarter 3 (September) – Any rollover floor area from Quarter 2

Quarter 4 (December) - Any rollover floor area from Quarter 3

Section 4. Amount of Residential Dwelling Unit Allocations. The total number of residential allocations available for 2025 is two (2) market rate, and fifty-four (54) Workforce Affordable Housing units.

Section 5. Quarterly Residential Allocations.

(a) Pursuant to Village Comprehensive Plan Policy 1-3.1.1 residential units shall be allocated quarterly as follows:

Quarter 1 - Fifty-Four (54) Workforce Affordable

One (1) Market Rate without Land Dedication

Quarter 2 – Any rollover Workforce Affordable from Quarter 1

Quarter 3 - Any rollover Workforce Affordable from Quarter 2

One (1) Market Rate without Land Dedication

Quarter 4 - Any rollover Workforce Affordable from Quarter 3

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

Motion to adopt by _____, seconded by _____.

FINAL VOTE AT ADOPTION

Mayor _____

Vice Mayor _____

Councilmember _____

Councilmember _____

Councilmember _____

PASSED AND ADOPTED THIS 19th DAY OF NOVEMBER, 2024.

MAYOR

ATTEST:

MARNE MCGRATH, VILLAGE CLERK

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

JOHN QUICK, INTERIM VILLAGE ATTORNEY

This Resolution was filed in the Office of the Village Clerk of this ____ day of _____, 2024.



Council Communication

To: Mayor and Village Council
From: Lisa Lynch, Finance Director
Date: November 19, 2024
SUBJECT: **Resolution Approving Agreement with Anser Advisory, LLC, for FY 25-26 Assessment Consulting Services TAB 13**

Background:

Islamorada, Village of Islands (the "Village"), has implemented several non-ad valorem assessment programs to fund costs related to residential solid waste collection, stormwater services and capital projects, and wastewater infrastructure capital projects. Currently, there is one (1) annual assessment for solid waste, one (1) annual assessment for stormwater, and five (5) annual assessments for wastewater (North Plantation Key, North Plantation Key Supplemental, Woods Corner, Remaining Service Area Phase One and Remaining Service Area Phase Two).

For each of these existing assessments, the Village engaged Anser Advisory, formerly known as Government Services Group, Inc., ("Anser") to prepare the initial and final assessment resolutions imposing the original assessments. Anser has also acted as the Village's assessment consultant and has been responsible for updating the non-ad valorem assessment rolls each year and for providing the assessment rolls to the Monroe County Tax Collector's Office for the continued inclusion of these non-ad valorem assessments on annual property tax bills.

Analysis:

Each year, the existing assessment rolls must be updated and re-adopted to incorporate changes of ownership, building improvements and assessment pre-payments and payoffs during the previous year. The attached resolution re-engages Anser to perform the tasks necessary to update the Village's Fiscal Year 2025-2026 non-ad valorem assessment tax rolls and to deliver them to the Monroe County Tax Collector in September 2025, for the November 2025 real estate tax bills. This resolution approves only the engagements necessary to update and transmit the above-described existing non-ad valorem assessments that have been previously adopted. The scope of work proposed for approval by this resolution does not include any new assessments or major changes to existing programs.

The attached resolution also provides for a waiver of competitive bidding for these services pursuant to Sections 2-328(1) and 2-328(3) of the Village's Code of Ordinances. Section 2-328(1) states that the requirements of subsection 2-327(c)(4), which provides competitive bidding guidelines, may be waived by the Village Council, and Section 2-328(3) allows for waiver of competitive bidding:

When only one vendor possesses the unique and singularly available capability to meet the requirements of the solicitation, such as technical qualifications, ability to deliver at a particular time, or services from a public utility.

Anser

has been the Village's assessment consultant since incorporation and is uniquely qualified to continue to support this effort. Anser has also been the contracted assessment consultant for Monroe County, the City of Marathon, the City of Key West and the Key Largo Wastewater Treatment District. The dollar value of the time it would take another contractor to reach the same level of service is immeasurable, and staff believes that the direct and indirect costs to transition to a new contractor would outweigh cost savings, if any. Even if a new service provider were to be selected by Council, Anser would need to be consulted frequently for historical information due to Anser's institutional knowledge relating to the Village's assessment programs. The expertise of Anser with regard to assessment consulting services in the Florida Keys (especially with regard to wastewater assessments), the immediate responsiveness and high level of experience of Anser personnel, the consultant's knowledge of Florida Statutes relating to establishing and maintaining non-ad valorem assessments, and the consultant's institutional knowledge specific to the Village of Islamorada, supports a waiver of competitive bidding pursuant to Section 2-328(3) of the Village Code.

Per the schedules attached in Exhibit "A" to the Agreement attached to the Resolution, initial assessment resolutions and the mailing of first-class notices to affected property owners, if required, would take place in July 2025. Public hearings would be held to adopt the final assessment resolutions and tax rolls in August 2025 and September 2025.

Budget Impact:

The attached resolution approves a total of \$37,250.00 in costs for updating and transmitting of the Village's seven (7) existing non-ad valorem assessment rolls. The proposed fees reflect no increase from the prior fiscal year and are the same rates Anser has charged the Village for the past seven (7) years. The Village included amounts in its FY 2024-2025 Professional Fees expense budgets in the funds indicated to cover the following assessment-related costs broken down by fund:

Solid Waste Special Revenue	
Fund	\$6,000.00
Stormwater Enterprise	
Fund	\$6,500.00
Wastewater Utility Enterprise	
Fund	\$24,750.00
North Plantation	
Key	\$7,500.00
North Plantation Key – Supplemental	\$500.00
North Plantation Key – Woods Corner	\$750.00
Remaining Service Area – Phase One	\$8,000.00
Remaining Service Area – Phase Two	\$8,000.00

Staff Impact:

Village staff primarily in the Finance Department would continue to work with Anser to provide the required information for updates to all the non-ad valorem assessment rolls.

Recommendation:

It is recommended that the Village Council approve and adopt the attached resolution and thereby authorize the Village Manager to execute the agreement with Anser necessary to update and transmit the existing non-ad valorem assessment rolls to the Monroe County Tax Collector in September 2025.

- Attachments:**
1. 2_Reso_FY25-26_Anser Advisory_111924 RVCM
 2. 3_Islamorada Annual Proposal - FY 25-26 - All Programs-10-18-24
 3. 4_Agreement with Anser Advisory for Assessment Programs (v1)

RESOLUTION NO. 24-

A RESOLUTION OF THE VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA APPROVING AGREEMENT BETWEEN ISLAMORADA, VILLAGE OF ISLANDS, AND ANSER ADVISORY FOR SPECIALIZED PROFESSIONAL SERVICES RELATED TO THE MAINTENANCE OF NON-AD VALOREM ASSESSMENT PROGRAMS FOR WASTEWATER, STORMWATER AND SOLID WASTE COLLECTION SERVICES FOR FISCAL YEAR 2025-2026; APPROVING THE WAIVER OF COMPETITIVE BIDDING; AUTHORIZING THE VILLAGE MANAGER TO EXECUTE THE AGREEMENTS; AUTHORIZING THE VILLAGE MANAGER TO EXPEND BUDGETED FUNDS; AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, since 1999, Islamorada, Village of Islands (the "Village"), has utilized the services of Anser Advisory, formerly known as Government Services Group, Inc., ("Anser"), for specialized professional services related to collection of Non-Ad Valorem Assessments; and

WHEREAS, Anser has been the Village's assessment consultant since incorporation, and as the contracted assessment consultant for Monroe County, the City of Marathon, the City of Key West, and the Key Largo Wastewater Treatment District, Anser is uniquely qualified to continue to provide assessment consultant services to the Village; and

WHEREAS, Anser provided a proposal attached as Exhibit "A" to the Agreement attached hereto for the provision of specialized professional services to the Village for the maintenance of existing Non-Ad Valorem Assessment programs for Wastewater Improvements, Stormwater Improvements and Solid Waste Collection Services (the "Assessment Programs") for Fiscal Year 2025-2026; and

WHEREAS, Anser desires to provide the specialized professional services as set forth in the proposal attached as Exhibit "A" to the Agreement attached hereto; and

WHEREAS, the Village Council finds that the specialized professional services provided by Anser will assist the Village with maintenance of the Assessment Programs for Fiscal Year 2025-2026; and

WHEREAS, the Village Council finds that the waiver of competitive bidding for these services is in the best interest of the Village.

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

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

Section 2. Approval of Agreements. The Village Council of Islamorada, Village of Islands hereby approves the Agreement between the Village and Anser for specialized professional services related to the maintenance of Non-Ad Valorem Assessment Programs for Wastewater Improvements, Stormwater Improvements and Solid Waste Collection Services for Fiscal Year 2025-2026, as set forth the Agreement attached hereto.

Section 3. Waiver of Purchasing Provisions. In accordance with Sections 2-328(1) and 2-328(3) of the Village Code, the Village Council hereby approves the waiver of competitive bidding to utilize the services of Anser.

Section 4. Authorization of Fund Expenditure. The Village Manager is hereby authorized to expend budgeted funds for the services set forth in the Agreement.

Section 5. Execution of Agreements. The Village Manager is hereby authorized to execute the Agreement attached hereto, and to execute any necessary extensions and/or amendments to the Agreement.

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

adoption.

Motion to adopt by _____, second by _____.

PASSED AND ADOPTED ON THIS _____ DAY OF NOVEMBER 2024.

FINAL VOTE AT ADOPTION

VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS

Mayor

Vice Mayor

Councilman

Councilwoman

Councilman

MAYOR

ATTEST:

MARNE MCGRATH, VILLAGE CLERK

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

JOHN J. QUICK, INTERIM VILLAGE ATTORNEY



October 18, 2024

EXHIBIT A

Via Electronic Mail

Lisa Lynch, Finance Director
Islamorada, Village of Islands
86800 Overseas Hwy
Islamorada, FL 33036

Re: Village of Islamorada Annual Assessment Programs: Continuing Services

Dear Lisa,

This correspondence is written to present a scope of services and fees for Anser Advisory Consulting, LLC ("Anser"), to provide specialized assistance to the Village of Islamorada (Village) and its staff in the ongoing maintenance of the following assessment programs:

1. Solid Waste assessment program (Appendix A)
2. Stormwater assessment program (Appendix B)
3. Wastewater assessment programs (Appendix C)
 - North Plantation Key wastewater assessment program
 - North Plantation Key Supplemental wastewater assessment program
 - Woods Corner wastewater assessment program
 - Remaining Service Areas Phase One wastewater assessment program
 - Remaining Service Areas Phase Two wastewater assessment program

I have enclosed as Appendices A through C, the proposed scopes of services, fees, deliverables and payment schedules to assist the Village of Islamorada in the annual maintenance of all seven assessment programs for Fiscal Year 2025-26.

The following table provides a summary of the fees for each program and payment schedule:

	January Payment (25%)	March Payment (25%)	June Payment (25%)	August Payment (25%)	Total Payment
Solid Waste	\$1,500.00	\$1,500.00	\$1,500.00	\$1,500.00	\$6,000.00
Stormwater	\$1,625.00	\$1,625.00	\$1,625.00	\$1,625.00	\$6,500.00
North Plantation Key	\$1,875.00	\$1,875.00	\$1,875.00	\$1,875.00	\$7,500.00
North Plantation Key Supplemental				\$500.00 (1)	\$500.00
Woods Corner				\$750.00 (1)	\$750.00
Remaining Service Areas Phase One	\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00	\$8,000.00
Remaining Service Areas Phase Two	\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00	\$8,000.00
Total	\$9,000.00	\$9,000.00	\$9,000.00	\$10,250.00	\$37,250.00

(1) August only payment

Please review the attached appendices; and upon review and satisfactory determination, please sign where indicated on each appendix to acknowledge acceptance of the scope of services and to serve as proper notice to proceed. Upon execution, please provide us with a signed copy for our files.

If you have any questions, please do not hesitate to contact me. We look forward to working with the Village of Islamorada again this year.

Sincerely,



Sandi Neubarth
Director
Sandi.Neubarth@anseradvisory.com

Appendix A

ANNUAL SOLID WASTE ASSESSMENT PROGRAM FISCAL YEAR 2025-26

Scope of Services - Solid Waste Assessment

- Task 1: Base Retainer Services for Current Fiscal Year Assessment Program** Upon notice to proceed, Anser will be retained to administer the current fiscal year assessment program and maintain the assessment roll database. Such retainer services will include Anser's availability to respond to requests for information or assistance from Village staff regarding all aspects of the current assessment program. In addition, Anser will prepare the critical events schedule for the upcoming fiscal year to ensure adherence to statutory deadlines and will maintain the current fiscal year database in a manner that ensures data availability to specific requests.
- Task 2: Update the Preliminary Assessment Roll** Anser will import updated Property Appraiser data to construct the preliminary annual assessment roll for the assessment program. Corrections from the Village will be applied to the updated data. Anser will then create the assessment roll by programmatically applying the business rules to the data and extending the rates to the affected tax parcels according to the methodology.
- Task 3: Pro-Forma Rate Scenarios** At the request of the Village, Anser will provide rate scenarios to assist in budget analyses and assessment program planning.
- Task 4: Final Rates** Anser will calculate/confirm the proforma schedule of rates based on the apportionment methodology and revenue requirements for the assessment program.
- Task 5: Review Preliminary and Annual Assessment Resolutions** Anser will review the implementing assessment resolutions prepared by the Village attorney.
- Task 6: Implementation** Advise and assist with the requirements for the adoption of the annual assessment rate resolution and certification of the assessment roll in accordance with section 197.3632, Florida Statutes, including:
- (a) Produce Notice Roll** After verification of final rates for the assessment program, Anser will create the notice roll by applying the rates to the assessment roll.
 - (b) Development and Distribution of First Class Notices** Assist the Village in developing the first class notice and its distribution to any affected property owners.
- Task 7: Create Final Assessment Roll** Anser will update the assessment roll with any corrections received from the Village. Final rates will be verified and extended to the updated data in order to create the final assessment roll. The final roll will be provided to the Village.
- Task 8: Certify, Export and Transmit the Final Assessment Roll in Conformance with Uniform Method** Using the final assessment roll, Anser will prepare export files on compatible electronic medium capable of merger with the ad valorem tax roll files and will transmit the file to the Tax Collector in the prescribed format.

FEES AND COSTS

The annual fee for Anser to provide the professional services described in the proposed Scope of Services will be \$6,000. This fee includes reimbursement for all out-of-pocket expenses except as noted below.

The fee for professional services does not include any on-site visits by Anser staff to the Village. Any on-site visits may be arranged at the hourly rates provided below. All expenses related to additional meetings will be billed in accordance with section 112.061, Florida Statutes. If necessary, in lieu of on-site visits, periodic telephone conference calls and Zoom meetings may be scheduled to discuss project status.

The standard hourly rates for Anser are as follows:

ANSER ADVISORY

Senior Advisor	\$285
Vice President/Managing Director	\$285
Director/Senior Program Manager	\$235
Project Manager/Project Coordinator	\$185
Senior Data Analyst	\$185
Database Analyst/Technical Services.....	\$150
Lead Project Analyst.....	\$100
Project Analyst	\$ 90
Administrative Support.....	\$ 75

The lump sum fee **does not include the costs of producing and mailing first class notices, if required.** Mailing and production costs depend on the number of assessable parcels of property within the assessment program area, but average approximately \$1.63 per parcel. Payment of mailing and production costs is due at the time of adoption of the initial assessment resolution or like document. For non-domestic notices, mailing charges will include the actual amount of postage beyond the domestic rate. Should U.S. postage rates increase prior to mailing, the additional postage per notice will be charged.

The Village is responsible for any costs incurred to obtain information from the property appraiser or other public officials that is necessary for the assessment program.

The Village is responsible for working with the Property Appraiser to obtain the necessary information for properties with exempt “home addresses” pursuant to Section 119.071, Florida Statutes.

The Village is responsible for any and all newspaper publications, including, but not limited to, making arrangements for publications and any costs associated therewith.

Please note that Anser works with the premise of developing and implementing assessment programs with an eye on potential legal challenges in an attempt to maximize both the efficiency and the effectiveness of any defense. Nonetheless, the fees outlined above for professional services do not include any provision for litigation defense. Accordingly, in the event there is a legal challenge, Anser would be available, on an hourly basis, to assist the Village in its defense.

SCHEDULE OF PROJECT DELIVERABLES (FISCAL YEAR 2025-26)

Event	Schedule
Notice to Proceed	December 2024
Village Determines Net Revenue Requirements	April
Update Assessment Roll	May - June
Calculate/Confirm Annual Assessment Rates	June - July
Preliminary Rate Resolution	June - July
First Class Notices	July – August
Annual Rate Resolution	July – August
Certify Assessment Roll	By September 15 th

PAYMENT SCHEDULE

The annual fee for professional services will be due and payable, based on the following schedule:

Payment Due	Percent of Total	Amount Due
January	25% of professional services fee	\$1,500.00
March	25% of professional services fee	\$1,500.00
June	25% of professional services fee	\$1,500.00
August	25% of professional services fee	\$1,500.00
Total		\$6,000.00

**SOLID WASTE ASSESSMENT PROGRAM
ACCEPTED AND AGREED TO FOR FISCAL YEAR 2025-26:**

BY VILLAGE OF ISLAMORADA DATE

Appendix B

ANNUAL STORMWATER ASSESSMENT PROGRAM FISCAL YEAR 2025-26

Scope of Services - Stormwater Assessment

- Task 1: Base Retainer Services for Current Fiscal Year Assessment Program** Upon notice to proceed, Anser will be retained to administer the current fiscal year assessment program and maintain the assessment roll database. Such retainer services will include Anser's availability to respond to requests for information or assistance from Village staff regarding all aspects of the current assessment program. In addition, Anser will prepare the critical events schedule for the upcoming fiscal year to ensure adherence to statutory deadlines and will maintain the current fiscal year database in a manner that ensures data availability to specific requests.
- Task 2: Update the Preliminary Assessment Roll** Anser will import updated Property Appraiser data to construct the preliminary annual assessment roll for the assessment program. Corrections from the Village will be applied to the updated data. Anser will then create the assessment roll by programmatically applying the business rules to the data and extending the rates to the affected tax parcels according to the methodology.
- Task 3: Pro-Forma Rate Scenarios** At the request of the Village, Anser will provide rate scenarios to assist in budget analyses and assessment program planning.
- Task 4: Final Rates** Anser will calculate/confirm the proforma schedule of rates based on the apportionment methodology and revenue requirements for the assessment program.
- Task 5: Review Annual Assessment Resolution** Anser will review the implementing assessment resolution prepared by the Village attorney.
- Task 6: Implementation** Advise and assist with the requirements for the adoption of the annual assessment rate resolution and certification of the assessment roll in accordance with section 197.3632, Florida Statutes, including:
- (a) Produce Notice Roll** After verification of final rates for the assessment program, Anser will create the notice roll by applying the rates to the assessment roll.
 - (b) Development and Distribution of First Class Notices** Assist the Village in developing the first class notice and its distribution to any affected property owners.
- Task 7: Create Final Assessment Roll** Anser will update the assessment roll with any corrections received from the Village. Final rates will be verified and extended to the updated data in order to create the final assessment roll. The final roll will be provided to the Village.
- Task 8: Certify, Export and Transmit the Final Assessment Roll in Conformance with Uniform Method** Using the final assessment roll, Anser will prepare export files on compatible electronic medium capable of merger with the ad valorem tax roll files and will transmit the file to the Tax Collector in the prescribed format.

FEES AND COSTS

The annual fee for Anser to provide the professional services described in the proposed Scope of Services will be \$6,500. This fee includes reimbursement for all out-of-pocket expenses except as noted below.

The fee for professional services does not include any on-site visits by Anser staff to the Village. Any on-site visits may be arranged at the hourly rates provided below. All expenses related to additional meetings will be billed in accordance with section 112.061, Florida Statutes. If necessary, in lieu of on-site visits, periodic telephone conference calls and Zoom meetings may be scheduled to discuss project status.

The standard hourly rates for Anser are as follows:

ANSER ADVISORY	
Senior Advisor	\$285
Vice President/Managing Director	\$285
Director/Senior Program Manager	\$235
Project Manager/Project Coordinator	\$185
Senior Data Analyst	\$185
Database Analyst/Technical Services.....	\$150
Lead Project Analyst.....	\$100
Project Analyst	\$ 90
Administrative Support.....	\$ 75

The lump sum fee **does not include the costs of producing and mailing first class notices, if required.** Mailing and production costs depend on the number of assessable parcels of property within the assessment program area, but average approximately \$1.63 per parcel. Payment of mailing and production costs is due at the time of adoption of the initial assessment resolution or like document. For non-domestic notices, mailing charges will include the actual amount of postage beyond the domestic rate. Should U.S. postage rates increase prior to mailing, the additional postage per notice will be charged.

The Village is responsible for any costs incurred to obtain information from the property appraiser or other public officials that is necessary for the assessment program.

The Village is responsible for working with the Property Appraiser to obtain the necessary information for properties with exempt “home addresses” pursuant to Section 119.071, Florida Statutes.

The Village is responsible for any and all newspaper publications, including, but not limited to, making arrangements for publications and any costs associated therewith.

Please note that Anser works with the premise of developing and implementing assessment programs with an eye on potential legal challenges in an attempt to maximize both the efficiency and the effectiveness of any defense. Nonetheless, the fees outlined above for professional services do not include any provision for litigation defense. Accordingly, in the event there is a legal challenge, Anser would be available, on an hourly basis, to assist the Village in its defense.

SCHEDULE OF PROJECT DELIVERABLES (FISCAL YEAR 2025-26)

Event	Schedule
Notice to Proceed	December 2024
Village Determines Net Revenue Requirements	April
Update Assessment Roll	May - June
Calculate/Confirm Annual Assessment Rates	June – July
Preliminary Rate Resolution	June – July
First Class Notices	July – August
Annual Rate Resolution	July – August
Certify Assessment Roll	By September 15 th

PAYMENT SCHEDULE

The annual fee for professional services will be due and payable, based on the following schedule:

Payment Due	Percent of Total	Amount Due
January	25% of professional services fee	\$1,625.00
March	25% of professional services fee	\$1,625.00
June	25% of professional services fee	\$1,625.00
August	25% of professional services fee	\$1,625.00
Total		\$6,500.00

**STORMWATER ASSESSMENT PROGRAM
ACCEPTED AND AGREED TO FOR FISCAL YEAR 2025-26:**

BY _____
VILLAGE OF ISLAMORADA

DATE

Appendix C

ANNUAL WASTEWATER IMPROVEMENT ASSESSMENT PROGRAMS FISCAL YEAR 2025-26

1. North Plantation Key
2. North Plantation Key Supplemental
3. Woods Corner
4. Remaining Service Areas Phase One
5. Remaining Service Areas Phase Two

Scope of Services – Wastewater Assessment Programs

- Task 1: Annual Maintenance of the Assessment Rolls** Provide periodic updates and reconciliations of the certified special assessment rolls. Coordinate and reconcile prepayment amounts with Village staff.
- Task 2: Prepare Annual Assessment Rolls** Update the assessment rolls for use in the recurring annual assessment programs by obtaining new download of ad valorem tax roll information from the Monroe County Property Appraiser's Office and identifying changes to parcels (i.e., splits, combinations and subdivisions).
- Task 3: Calculate Annual Assessment Amounts** Calculate/confirm the annual assessment amounts based on the apportionment methodology and revenue requirements for the assessment programs including the re-amortization of outstanding debt service, if required.
- Task 4: Review Annual Resolutions** Review the annual resolutions prepared by the Village attorney that conform to the wastewater assessment ordinance.
- Task 5: Certify the Annual Assessment Rolls** If required, advise and assist with the legal requirements for the adoption of the final assessment rate resolutions in accordance with section 197.3632, Florida Statutes including the certification of the assessment roll to the Monroe County Tax Collector.
- Task 6: Export Assessment Rolls** Export the annual assessment rolls to the Monroe County Tax Collector.
- Task 7: Compute Prepayment Amounts** Compute the prepayment amounts upon issuance of the non-ad valorem assessment rolls and prepare a prepayment database.

FEES AND COSTS

The annual fees for Anser to provide the professional services for the wastewater assessment programs as described in the proposed Scope of Services will be as follows:

	Total Payment
North Plantation Key	\$7,500.00
North Plantation Key Supplemental	\$500.00
Woods Corner	\$750.00
Remaining Service Areas Phase One	\$8,000.00
Remaining Service Areas Phase Two	\$8,000.00
Total	\$24,750.00

This fee includes reimbursement for all out-of-pocket expenses except as noted below.

The fee for professional services does not include any on-site visits by Anser staff to the Village. Any on-site visits may be arranged at the hourly rates provided below. All expenses related to additional meetings will be billed in accordance with section 112.061, Florida Statutes. If necessary, in lieu of on-site visits, periodic telephone conference calls and Zoom meetings may be scheduled to discuss project status.

The standard hourly rates for Anser are as follows:

ANSER ADVISORY

Senior Advisor	\$285
Vice President/Managing Director	\$285
Director/Senior Program Manager	\$235
Project Manager/Project Coordinator	\$185
Senior Data Analyst	\$185
Database Analyst/Technical Services.....	\$150
Lead Project Analyst	\$100
Project Analyst	\$ 90
Administrative Support.....	\$ 75

The lump sum fee **does not include the costs of producing and mailing first class notices, if required.** Mailing and production costs depend on the number of assessable parcels of property within the assessment program area, but average approximately \$1.63 per parcel. Payment of mailing and production costs is due at the time of adoption of the initial assessment resolution or like document. For non-domestic notices, mailing charges will include the actual amount of postage beyond the domestic rate. Should U.S. postage rates increase prior to mailing, the additional postage per notice will be charged.

The Village is responsible for any costs incurred to obtain information from the property appraiser or other public officials that is necessary for the assessment program.

The Village is responsible for working with the Property Appraiser to obtain the necessary information for properties with exempt “home addresses” pursuant to Section 119.071, Florida Statutes.

The Village is responsible for any and all newspaper publications, including, but not limited to, making arrangements for publications and any costs associated therewith.

Please note that Anser works with the premise of developing and implementing assessment programs with an eye on potential legal challenges in an attempt to maximize both the efficiency and the effectiveness of any defense. Nonetheless, the fees outlined above for professional services do not include any provision for litigation defense. Accordingly, in the event there is a legal challenge, Anser would be available, on an hourly basis, to assist the Village in its defense.

SCHEDULE OF PROJECT DELIVERABLES (FISCAL YEAR 2025-26)

Event	Schedule
Notice to Proceed	December 2024
Annual Maintenance of the Assessment Rolls	Periodically
Prepare Annual Assessment Rolls	July - August
Calculate Annual Assessment Amounts	July - August
Annual Rate Resolutions	July - August
Prepayment Period Cutoff	August 1
Certify and Export Annual Assessment Roll	By September 15 th
Compute Prepayment Amounts	September - October

ANNUAL PAYMENT SCHEDULE

The fees for professional services will be due and payable, based on the following schedule:

	January Payment (25%)	March Payment (25%)	June Payment (25%)	August Payment (25%)	Total Payment
North Plantation Key	\$1,875.00	\$1,875.00	\$1,875.00	\$1,875.00	\$7,500.00
North Plantation Key Supplemental				\$500.00 (1)	\$500.00
Woods Corner				\$750.00 (1)	\$750.00
Remaining Service Areas Phase One	\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00	\$8,000.00
Remaining Service Areas Phase Two	\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00	\$8,000.00
Total	\$5,875.00	\$5,875.00	\$5,875.00	\$7,125.00	\$24,750.00

(1) August only payment

**WASTEWATER ASSESSMENT PROGRAMS ANNUAL SERVICES
ACCEPTED AND AGREED TO FOR FISCAL YEAR 2025-26:**

BY _____
VILLAGE OF ISLAMORADA

DATE

**PROFESSIONAL SERVICES AGREEMENT
BETWEEN
ISLAMORADA, VILLAGE OF ISLANDS
AND
ANSER ADVISORY, LLC**

THIS AGREEMENT (this "Agreement") is made effective as of the ___ day of November 2024 (the "Effective Date"), by and between the **ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA**, a Florida municipal corporation, (the "Village"), and ANSER ADVISORY, LLC, a limited liability company, authorized to do business in the state of Florida, (the "Contractor").

WHEREAS, on October 18, 2024, the Contractor presented its Proposal to provide consulting services for Fiscal Year 2025-2026 in connection with the Village's Stormwater, Wastewater and Solid Waste Assessment Programs ("Services"); and

WHEREAS, the Village desires to engage the Contractor to perform the Services and provide the Deliverables as specified below.

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein, the Contractor and the Village agree as follows:

1. Scope of Services. The Contractor shall furnish the Services and in addition to the Services, shall provide any reports, documents, and information obtained pursuant to this Agreement, and recommendations of the Contractor during the term of this Agreement (hereinafter "Deliverables") in accordance with the Proposal which is attached hereto as Exhibit "A" and incorporated herein by reference as if fully set forth herein.

2. Term/Commencement Date.

2.1. This Agreement shall become effective upon the Effective Date and shall remain in effect for one year, thereafter, unless earlier terminated in accordance with Paragraph 8. Additionally, the Village Manager may renew this Agreement for an additional one year period on the same terms as set forth herein upon written notice to the Contractor.

2.2. The Contractor shall commence work as directed by Village and in accordance with a timeline provided to Contractor by the Village. Contractor agrees that time is of the essence and shall complete all Services in a timely manner in accordance with the timeline as stated in the Proposal attached hereto as Exhibit "A"

2.3. Anything to the contrary notwithstanding, minor adjustment to the timeline for completion of the Services 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.

3. Compensation and Payment.

- 3.1.** Compensation for Services and Deliverables provided by Contractor shall be in accordance with the approved fixed lump sum set forth in the Proposal which shall be compensated a flat rate, lump sum fee in the amount of \$37,250.00 (the "Contract Price").
- 3.2.** The Contractor shall deliver an invoice to Village no more than once per month detailing Services and/or Deliverables completed since the date of the previous invoice period or the commencement of the Agreement and the amount due to Contractor under this Agreement for such month. Fees shall be paid in arrears each month, pursuant to Contractor's invoice, which shall be based upon the percentage of work completed. The Village shall pay the Contractor in accordance with the Florida Prompt Payment Act after approval and acceptance of the Services and/or Deliverables by the Village Manager.
- 3.3.** Contractor's invoices must contain the following information for prompt payment:
 - 3.3.1 Name and address of the Contractor;
 - 3.3.2 Purchase Order number;
 - 3.3.3 Contract number;
 - 3.3.4 Date of invoice;
 - 3.3.5 Invoice number (Invoice numbers cannot be repeated. Repeated invoice numbers will be rejected);
 - 3.3.6 Name and type of Services/Deliverables;
 - 3.3.7 Timeframe covered by the invoice; and
 - 3.3.8 Total value of invoice.

Failure to include the above information will result in the delay of payment or rejection of the invoice. All invoices must be submitted electronically to ap@islamorada.fl.us.

4. Sub-contractors.

- 4.1.** The Contractor shall be responsible for all payments to any approved sub-contractors and shall maintain responsibility for all work related to the Services and/or Deliverables.
- 4.2.** Contractor may only utilize the services of a sub-contractor with the prior written approval of the Village Manager, which approval shall be granted or withheld in the Village Manager's sole and absolute discretion.

- 4.3. Contractor shall be responsible and indemnify the Village for all sub-contractors' acts, errors or omission

5. Village's Responsibilities.

- 5.1. Village shall make available any maps, plans, existing studies, reports, staff and representatives, and other data pertinent to the Services and/or Deliverables and in possession of the Village, and provide criteria requested by Contractor to assist Contractor in performing the Services.
- 5.2. Upon Contractor's request, Village shall reasonably cooperate in arranging access to public information that may be required for Contractor to perform the Services or provide the Deliverables.

6. Contractor's Responsibilities; Representations and Warranties.

- 6.1. The Contractor shall exercise the same degree of care, skill and diligence in the performance of the Services and provision of the Deliverables for each Project as is ordinarily provided by a contractor under similar circumstances. If at any time during the term of this Agreement or within two (2) years from the completion of this Agreement, it is determined that the Contractor's Deliverables or Services are incorrect, not properly rendered, defective, or fail to conform to the RFP and Proposal, the Contractor shall at Contractor's sole expense, immediately correct its Deliverables or Services.
- 6.2. The Contractor hereby warrants and represents that at all times during the term of this Agreement it shall maintain in good standing all required licenses, certifications and permits required under Federal, State and local laws applicable to and necessary to perform the Services for Village as an independent contractor of the Village. Contractor further warrants and represents that it has the required knowledge, expertise, and experience to perform the Services and carry out its obligations under this Agreement in a professional and first class manner.
- 6.3. The Contractor represents that is an entity validly existing and in good standing under the laws of Florida. The execution, delivery and performance of this Agreement by Contractor have been duly authorized, and this Agreement is binding on Contractor and enforceable against Contractor in accordance with its terms. No consent of any other person or entity to such execution, delivery and performance is required.
7. **Conflict of Interest.** To avoid any conflict of interest or any appearance thereof, Contractor shall not, for the term of this Agreement, provide any consulting services to any private sector entities (developers, corporations, real estate investors, etc.), with any current, or foreseeable, adversarial issues in the Village.

8. Termination.

- 8.1.** The Village Manager, without cause, may terminate this Agreement upon five (5) calendar days written notice to the Contractor, or immediately with cause.
- 8.2.** Upon receipt of the Village's written notice of termination, Contractor shall immediately stop work pursuant to this Agreement unless directed otherwise by the Village Manager.
- 8.3.** In the event of termination by the Village, the Contractor shall be paid for all work accepted by the Village Manager up to the date of termination, provided that the Contractor has first complied with the provisions of Paragraph 8.4.
- 8.4.** The Contractor shall transfer all books, records, reports, working drafts, documents, maps, and data pertaining to the Services and Deliverables to the Village, in a hard copy and electronic format within fourteen (14) days from the date of the written notice of termination or the date of expiration of this Agreement.

9. Insurance.

- 9.1.** Contractor shall secure and maintain throughout the duration of this agreement insurance of such types and in such amounts not less than those specified below as satisfactory to Village, naming the Village as an Additional Insured, underwritten by a firm rated A-X or better by A.M. Best and qualified to do business in the State of Florida. The insurance coverage shall be primary insurance with respect to the Village, its officials, employees, agents, and volunteers naming the Village as additional insured. Any insurance maintained by the Village shall be in excess of the Contractor's insurance and shall not contribute to the Contractor's insurance. The insurance coverages shall include at a minimum the amounts set forth in this section and may be increased by the Village as it deems necessary or prudent.
 - 9.1.1.** Commercial General Liability coverage with limits of liability of not less than a \$1,000,000 per Occurrence combined single limit for Bodily Injury and Property Damage. This Liability Insurance shall also include Completed Operations and Product Liability coverages and eliminate the exclusion with respect to property under the care, custody and control of Contractor. The General Aggregate Liability limit and the Products/Completed Operations Liability Aggregate limit shall be in the amount of \$2,000,000 each.
 - 9.1.2.** Workers Compensation and Employer's Liability insurance, to apply for all employees for statutory limits as required by applicable State and Federal laws. The policy(ies) must include Employer's Liability with minimum limits of \$1,000,000.00 each accident. No employee, subcontractor or agent of the Contractor shall be allowed to provide Services pursuant to this Agreement who is not covered by Worker's Compensation insurance.

9.1.3. Business Automobile Liability with minimum limits of \$1,000,000 per occurrence, combined single limit for Bodily Injury and Property Damage. Coverage must be afforded on a form no more restrictive than the latest edition of the Business Automobile Liability policy, without restrictive endorsements, as filed by the Insurance Service Office, and must include Owned, Hired, and Non-Owned Vehicles.

9.1.4. Professional Liability Insurance in an amount of not less than One Million Dollars (\$1,000,000.00) per occurrence, single limit.

9.2. Certificate of Insurance. Certificates of Insurance shall be provided to the Village, reflecting the Village as an Additional Insured (except with respect to Professional Liability Insurance and Worker's Compensation Insurance), no later than ten (10) days after award of this Agreement and prior to the execution of this Agreement by Village and prior to commencing Services. Each certificate shall include no less than (30) thirty-day advance written notice to Village prior to cancellation, termination, or material alteration of said policies or insurance. The Contractor shall be responsible for assuring that the insurance certificates required by this Section remain in full force and effect for the duration of this Agreement, including any extensions or renewals that may be granted by the Village. The Certificates of Insurance shall not only name the types of policy(ies) provided, but also shall refer specifically to this Agreement and shall state that such insurance is as required by this Agreement. The Village reserves the right to inspect and return a certified copy of such policies, upon written request by the Village. If a policy is due to expire prior to the completion of the Services, renewal Certificates of Insurance shall be furnished thirty (30) calendar days prior to the date of their policy expiration. Each policy certificate shall be endorsed with a provision that not less than thirty (30) calendar days' written notice shall be provided to the Village before any policy or coverage is cancelled or restricted. Acceptance of the Certificate(s) is subject to approval of the Village.

9.3. Additional Insured. Except with respect to Professional Liability Insurance and Worker's Compensation Insurance, the Village is to be specifically included as an Additional Insured for the liability of the Village resulting from Services performed by or on behalf of the Contractor in performance of this Agreement. The Contractor's insurance, including that applicable to the Village as an Additional Insured, shall apply on a primary basis and any other insurance maintained by the Village shall be in excess of and shall not contribute to the Contractor's insurance. The Contractor's insurance shall contain a severability of interest provision providing that, except with respect to the total limits of liability, the insurance shall apply to each Insured or Additional Insured (for applicable policies) in the same manner as if separate policies had been issued to each.

9.4. Deductibles. All deductibles or self-insured retentions must be declared to and be reasonably approved by the Village. The Contractor shall be responsible for the payment of any deductible or self-insured retentions in the event of any claim.

9.5. The provisions of this section shall survive termination of this Agreement.

10. Nondiscrimination. During the term of this Agreement, Contractor shall not discriminate against any of its employees or applicants for employment because of their race, color, religion, sex, or national origin, and will abide by all Federal and State laws regarding nondiscrimination.

11. Attorneys Fees and Waiver of Jury Trial.

11.1. In the event of any litigation arising out of this Agreement, the prevailing party shall be entitled to recover its attorneys' fees and costs, including the fees and expenses of any paralegals, law clerks and legal assistants, and including fees and expenses charged for representation at both the trial and appellate levels.

11.2. IN THE EVENT OF ANY LITIGATION ARISING OUT OF THIS AGREEMENT, EACH PARTY HEREBY KNOWINGLY, IRREVOCABLY, VOLUNTARILY AND INTENTIONALLY WAIVES ITS RIGHT TO TRIAL BY JURY.

12. Indemnification.

12.1. Contractor shall indemnify and hold harmless the Village, its officers, agents and employees, from and against any and all demands, claims, losses, suits, liabilities, causes of action, judgment or damages, arising from Contractor's performance or non-performance of any provision of this Agreement, including, but not limited to, liabilities arising from contracts between the Contractor and third parties made pursuant to this Agreement. Contractor shall reimburse the Village for all its expenses including reasonable attorneys' fees and costs incurred in and about the defense of any such claim or investigation and for any judgment or damages arising from Contractor's performance or non-performance of this Agreement.

12.2. Nothing herein is intended to serve as a waiver of sovereign immunity by the Village nor shall anything included herein be construed as consent to be sued by third parties in any matter arising out of this Agreement or any other contract. The Village is subject to section 768.28, Florida Statutes, as may be amended from time to time.

12.3. The provisions of this section shall survive termination of this Agreement.

13. 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
Islamorada, Village of Islands
86800 Overseas Highway
Islamorada, Florida 33036

Copy To: Village Attorney
Attn.: John J. Quick
Islamorada, Village of Islands
86800 Overseas Highway
Islamorada, Florida 33036
jquick@wsh-law.com

Contractor: Anser Advisory
Attn.: Sandi Neubarth, Assistant Director
1500 Mahan Dr.
Suite 250
Tallahassee, Florida 32308
Sandi.Neubarth@anseradviory.com

14. Governing Law and Venue. This Agreement shall be construed in accordance with and governed by the laws of the State of Florida. Venue for any proceedings arising out of this Agreement shall be proper exclusively in Monroe County, Florida.

15. Entire Agreement/Modification/Amendment.

15.1. This writing contains the entire Agreement of the parties and supersedes any prior oral or written representations. No representations were made or relied upon by either party, other than those that are expressly set forth herein.

15.2. No agent, employee, or other representative of either party is empowered to modify or amend the terms of this Agreement, unless executed with the same formality as this document.

16. Ownership and Access to Records and Audits.

16.1. Contractor acknowledges that all inventions, innovations, improvements, developments, methods, designs, analyses, drawings, reports, compiled information, and all similar or related information (whether patentable or not) which relate to the Services and/or Deliverables to the Village which are conceived, developed or made by Contractor during the term of this Agreement ("Work Product") belong to the Village. Contractor shall promptly disclose such Work Product to the Village and perform all actions reasonably requested by the Village (whether during or after the term of this Agreement) to establish

and confirm such ownership (including, without limitation, assignments, powers of attorney and other instruments).

- 16.2.** Contractor agrees to keep and maintain public records in Contractor's possession or control in connection with Contractor's performance under this Agreement. The Village Manager or her designee shall, during the term of this Agreement and for a period of three (3) years from the date of termination of this Agreement, have access to and the right to examine and audit any records of the Contractor involving transactions related to this Agreement. Contractor additionally agrees to comply specifically with the provisions of Section 119.0701, Florida Statutes. Contractor shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed, except as authorized by law, for the duration of the Agreement, and following completion of the Agreement until the records are transferred to the Village.
- 16.3.** Upon request from the Village's custodian of public records, Contractor shall provide the Village with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided by Chapter 119, Florida Statutes, or as otherwise provided by law.
- 16.4.** Unless otherwise provided by law, any and all records, including but not limited to reports, surveys, and other data and documents provided or created in connection with this Agreement are and shall remain the property of the Village.
- 16.5.** Upon completion of this Agreement or in the event of termination by either party, any and all public records relating to the Agreement in the possession of the Contractor shall be delivered by the Contractor to the Village Manager, at no cost to the Village, within seven (7) days. All such records stored electronically by Contractor shall be delivered to the Village in a format that is compatible with the Village's information technology systems. Once the public records have been delivered upon completion or termination of this Agreement, the Contractor shall destroy any and all duplicate public records that are exempt or confidential and exempt from public records disclosure requirements.
- 16.6.** Any compensation due to Contractor shall be withheld until all records are received as provided herein.
- 16.7.** Contractor's failure or refusal to comply with the provisions of this section shall result in the immediate termination of this Agreement by the Village.
- 16.8.** 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:
 - 16.8.1.** Keep and maintain public records that ordinarily and necessarily would be required to be kept and maintained by Village were Village performing the services under this Agreement;

- 16.8.2. Provide the public with access to such public records on the same terms and conditions that the County would provide the records and at a cost that does not exceed that provided in Chapter 119, Florida Statutes, or as otherwise provided by law;
- 16.8.3. Ensure that public records that are exempt or that are confidential and exempt from public record requirements are not disclosed except as authorized by law; and
- 16.8.4. 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.

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.

- 17. Nonassignability.** This Agreement shall not be assignable by Contractor unless such assignment is first approved by the Village Manager. The Village is relying upon the apparent qualifications and expertise of the Contractor, and such firm's familiarity with the Village's area, circumstances and desires.
- 18. Severability.** If any term or provision of this Agreement shall to any extent be held invalid or unenforceable, the remainder of this Agreement shall not be affected thereby, and each remaining term and provision of this Agreement shall be valid and be enforceable to the fullest extent permitted by law.
- 19. Independent Contractor.** The Contractor and its employees, volunteers and agents shall be and remain an independent contractor and not an agent or employee of the Village with respect to all of the acts and services performed by and under the terms of this Agreement. This Agreement shall not in any way be construed to create a partnership, association or any other kind of joint undertaking, enterprise or venture between the parties.
- 20. Compliance with Laws.** The Contractor shall comply with all applicable laws, ordinances, rules, regulations, and lawful orders of public authorities in carrying out Services under this Agreement, and in particular shall obtain all required permits from all jurisdictional agencies to perform the Services under this Agreement at its own expense.
- 21. Waiver.** The failure of either party to this Agreement to object to or to take affirmative action with respect to any conduct of the other which is in violation of the terms of this Agreement

shall not be construed as a waiver of the violation or breach, or of any future violation, breach or wrongful conduct.

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

23. Prohibition of Contingency Fees. The 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(s), company, corporation, individual or firm, other than a bona fide employee working solely for the Contractor, any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award or making of this Agreement.

24. 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.

25. 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.

26. Conflicts. In the event of a conflict between the terms of this Agreement and any exhibits or attachments hereto, the terms of this Agreement shall control.

27. Scrutinized Companies.

- a. Contractor certifies that it and its sub-consultants 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 Contractor or its sub-consultants are found to have submitted a false certification; or if Contractor, or its sub-consultants 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 sub-consultants 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 Village may immediately terminate this Agreement at its sole option if Contractor, its affiliates, or its sub-consultants are found to have submitted a false certification; or if Contractor, its affiliates, or its sub-consultants 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.

28. 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.

[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

CONTRACTOR

By: _____
Rob 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: _____

Witness: _____

Name: _____

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 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: _____

Print Name: _____

Witness #2 Print Name: _____

Title: _____

Entity Name: _____

ACKNOWLEDGMENT

State of Florida

County of _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this ___ day of _____, 20___, by _____ (name of person) as _____ (type of authority) for _____ (name of party on behalf of whom instrument is executed).

Notary Public (Print, Stamp, or Type as
Commissioned)

Personally known to me; or

Produced identification (Type of Identification: _____)

Did take an oath; or

Did not take an oath

The Scope of Services are those contained in the Contractor's Proposal dated November 13, 2023, attached hereto and incorporated herein by reference.



Council Communication

To: Mayor and Village Council
From: Jennifer DeBoisbriand , Planning Director
Date: November 19, 2024
SUBJECT: **Resolution Considering Guidance to Monroe County Board of County Commissioners Regarding any Future BPAS Allocations TAB 14**

Background:

In the Fall of 2023, the State Department of Commerce issued their Florida Keys Hurricane Evacuation Modeling Report. This report provided several scenarios for clearance times in the event of a hurricane. After the report was issued, all the jurisdictions in Monroe County decided to let the County lead the effort on future consideration of additional ROGO/BPAS allocations. In early 2024, the state legislature agreed to include Key West in the evacuation modeling and to include mobile homes in Phase 1.

On March 20, 2024, The Monroe County BOCC held a ROGO workshop in Key Largo. It was attended by myself, Jamie Terry and Rob Cole from staff. A lot of good information was presented at this workshop. The County has been conducting their public process with the intent of presenting a report and findings to the BOCC for a decision in December. They will be looking to each municipality to provide guidance on what we will be looking for in regard to the allocations. At the April 11, 2024, Village Council meeting, I presented a timeline for Islamorada's concurrent public process.

Over the summer, the Planning Department hosted 2 workshops and created 2 surveys for the residents of Islamorada. The first workshop was held on July 30th and was attended by 24 people. The second workshop was held on August 28th and 26 people attended. Both surveys ran for 2-week periods, one in July and one in August. Each survey had just under 400 respondents. We also received 10 emails from various residents with their comments.

All the PowerPoint presentations were posted to the Village website and the meetings were recorded and posted there as well.

As a reminder, in early 2024, the Village adopted a moratorium on market rate building permits. This became effective on February 6th and was extended in June for an additional 6 months. The moratorium will now expire on February 6, 2025.

Allocations Currently Available:

Market Rate: 3

Affordable: 10

Early Evac Affordable: 292

Administrative Relief: 23

Analysis:

As part of the analysis, the Planning Department has completed a vacant parcel analysis. This analysis yielded 178 properties to further evaluate. I have attached our white paper on this analysis to your package. The current BPAS list has 54 properties on the list.

In considering the comments from the workshops and the surveys, it appears that traffic and the environment are the biggest concerns for the community. In our second workshop, our Review Engineer did a presentation on infrastructure and in the discussion regarding traffic it was noted that the fact that we have one arterial road that connects Islamorada from Key West to Miami-Dade, traveling by vehicle is a necessity. Also, our geography plays a role in that a lot of pass through traffic drives through Islamorada going South then again to come North. Monroe County is required to do a traffic study every 2 years. The study from 2023 was not accepted by the BOCC due to some changes to traffic signals and construction impacts. They are planning another study in March 2025.

The Village's environmental regulations provide for protection during any development. Currently, we limit clearing, require conservation easements, protect wetlands, replace trees and require certain percentages of open space. There are also protections for seagrass and coral and sea turtle nesting.

During the second workshop there was also a presentation by Weiss Serota on takings. There was discussion about the types of takings claims and other issues around takings. It was noted by the presenter that having some allocations would put the Village in a position to negotiate if a takings claim was filed.

Based on the data reviewed and comments received, it is the staff's position that The Village Council should request at least 250 additional allocations. These 250 would cover the 54 on the BPAS list plus the 178 from the vacant parcel analysis and provide a small cushion. How the allocations are handed out can be determined later when and if any allocations are received. It is the staff's opinion that changes to the BPAS scoring sheet need to be made and would have to be done through a change to the LDR's. The Village Council could also decide not to issue any, but at least the Village would have some to protect itself.

At its meeting on October 10, 2024, the Village Council voted to send a letter to Monroe County requesting 104.75 additional allocations to be used throughout a 12 year period. Staff received a request to add this item back on the agenda.

Budget Impact:

None at this time

Staff Impact:

None at this time

Recommendation:

Based on the data collected and reviewed, Staff recommends the approval of the attached resolution.

Attachments:

1. Clearance times
2. Vacant Parcel Analysis White Paper one pager

3. ROGO-BPAS Engagement Survey 2 results
4. Future BPAS Allocation Discussion 101024
5. 4A02370-Resolution recommending additional BPAS allocations
(November 2024) (Final)

Clearance Times Summary - 2023

Baseline Modeling			Phases	Florida Keys Including Key West		Florida Keys Excluding Key West	
				Mobile Homes in Phase 2 (hours)	Mobile Homes in Phase 1 (hours)	Mobile Homes in Phase 2 (hours)	Mobile Homes in Phase 1 (hours)
Baseline Modeling		Shows baseline - does not include additional prospective allocations	Phase 2	26.0	24.0	15.5	15.5
			Phase 1	15.5	15.5	15.0	15.0
Prospective Modeling to Inform Future Policy Considerations							
S1	3,550 Allocations	Distribute based on county/municipality population size	Phase 2	27.5	25.5	15.5	15.5
			Phase 1	15.5	15.5	15.0	15.0
S2	3,550 Allocations	Distribute based percentage of vacant lands per county/municipality	Phase 2	28.0	26.0	15.5	15.5
			Phase 1	15.5	15.5	15.0	15.0
S3	3,550 Allocations	Distribute based on current allocations: (1,970-Monroe, 300-Marathon, 280-Islamorada, 910-Key West, 30-Layton, 60-Key Colony Beach)	Phase 2	28.0	26.0	15.5	15.5
			Phase 1	15.5	15.5	15.0	15.0
S4	Minimal Allocations (11 allocations/yr)	Distributes Monroe County (5); Marathon (2); Islamorada (2); Key West (2 – affordable only)	Phase 2 (10 Years Growth)	26.5	24.0	15.5	15.5
			Phase 2B (20 Years Growth)	26.5	24.0	15.5	15.5
			Phase 1	15.5	15.5	15.0	15.0
S5	One Unit/Vacant Lot	Distributes 7,954 units	Phase 2	31.0	28.5	17.0	16.5
			Phase 1	15.5	15.5	15.0	15.0

Vacant Parcel Analysis

Staff have been performing an analysis of residential vacant parcels within the Village. The Village's Graphical Information System (GIS) was queried using the following criteria:

- Residential zoning districts
- Parcel size (must meet the minimum sq ft for residential lot size)
- Parcel is "vacant" according to Monroe County Property Appraiser data as of 2022

The vacant parcel count obtained using the criteria yielded a count of 212 parcels which was reported to Monroe County for their vacant parcel study.

Staff has since then completed a line-by-line analysis of the parcel list to pull out any data anomalies (removing parcels on BPAS, errors in GIS data, parcels that have been subsequently developed or unified from the last data update in 2022). This initial "scrub" of the data yielded a total of 178 properties to further evaluate.

Further evaluation of the 178 parcels is detailed in this report. Categories for the parcels were developed during the analysis and are outlined below:

1. There are eight (8) parcels in Tavernaero. These parcels have beneficial use as the zoning district allows for accessory uses without a primary residence.
2. There are nine (9) parcels that are owned by HOA's or are associated with condominium type communities "green space" or common areas and are not considered "buildable" for the purposes of new residential development.
3. There are four (4) parcels that have been split without Village approval and are now non-conforming and not considered "buildable".
4. There are twenty-four (24) parcels that have habitat/hammock and have been cross-referenced with the Florida Forever List and Land Acquisition Committee list. Ten (10) of these parcels are on the lists as highly desirable properties for acquisition.
5. There are two (2) parcels that currently have Billboard signs on them. One billboard parcel, 00415880-000000 (owned by Security Storage Limited Partnership), is adjoining parcel 00415870-000000 which is owned by the Village.
6. There are 103 properties that could be unified. These properties are adjoining or adjacent to properties with single-family homes on them with same ownership and could be developed with accessory structures.
7. There are twenty-two (22) parcels that cannot be combined or otherwise categorized as above. These properties require further analysis from staff.



ROGO/BPAS Engagement Survey 2

(Rate of Growth Ordinance/Building Permit Allocation System)

Important Notes:

- Survey only for **Islamorada residents** (either full or part-time)
- # of Islamorada resident respondents: 368
- Response rate to each question (you could skip): 83-94%
- # of survey questions: 7
- Survey Topics:
 - *Do we want more allocations and how many **units** do we want?*
 - *If we accept more allocations, how should we use them?*
 - *What are the primary concerns with getting more allocations?*
 - *Specifically, regarding a 24-hr hurricane evacuation?*

Survey Results

Do we want more allocations and how many units do we want?

Most popular answer based on survey question was “none” with 36.6%; however, the remaining majority **63.3%** voted in favor of **some** allocations **rather than none**.

66.9% would rather use additional BPAS allocations from the state to handle potential takings liabilities over the alternative of a tax increase.

If we accept more allocations, how should we use them?

If we did get more allocations, highest support would be granted to allocating a combo of market rate, affordable, and workforce housing.

What are the primary concerns with getting more allocations?

1. Traffic impacts
 2. Environmental impacts
 3. Financial impacts to tax bill due to takings liability
 4. Infrastructure impacts
- ...24-Hour Hurricane Evacuation ranked around 10%

Specifically, regarding 24-hr hurricane evacuation?

When asked **directly** about concern over ability to maintain a 24-hour hurricane evacuation, 76.2% of respondents were “very” or “somewhat” concerned.

When asked about concerns with accepting BPAS allocations, 24-Hour Hurricane Evacuation ranked in the lower 10% of concerns **comparatively** to the concerns listed above.

***Do we want more allocations and how many units do we want?
If we accept more allocations, how should we use them?***

"If the State were to allocate additional Building Permit Allocations (BPAS), in your opinion, **how many should Islamorada accept?**"

ANSWER CHOICES	RESPONSES	
Enough to cover the estimated buildable lots	13.54%	44
Enough to cover those that are currently on the BPAS list	20.92%	68
Enough to cover the buildable lots and an additional percentage dedicated to affordable/workforce housing projects	19.69%	64
All the BPAS that is offered (allocated) from the State	9.23%	30
None	36.62%	119
TOTAL		325

Some: 63.38%

"There are approximately **220 vacant lots with possible development rights** throughout Islamorada. These vacant lots may have **potential takings claims**. How would you support handling potential takings liabilities?"

ANSWER CHOICES	RESPONSES	
Use any additional BPAS allocations received from the State	66.89%	204
Pay liabilities through a tax increase	33.11%	101
TOTAL		305

"Which of the following **purposes** would you support accepting additional allocations for?"

ANSWER CHOICES	RESPONSES	
Market Rate (single-family residential)	10.33%	34
Affordable Housing	5.78%	19
Workforce Housing	20.36%	67
A combination of the above	40.12%	132
None	23.40%	77
TOTAL		329

What are the primary concerns with getting more allocations?

"When you consider additional residential development, what concerns you the most?"

ANSWER CHOICES	RESPONSES	
Traffic impacts	33.96%	108
Environmental Impacts	23.90%	76
Infrastructure impacts	15.41%	49
Evacuating during a hurricane or named storm (Hurricane Evacuation Times)	10.06%	32
Community character	9.43%	30
Property values (up/down)	7.23%	23
TOTAL		318

"What concerns you the most as you consider the future of BPAS?"

ANSWER CHOICES	RESPONSES	
How it may impact day-to-day traffic	28.53%	93
The financial impact for my tax bill due to potential takings liabilities	19.94%	65
Potential impacts on the environment	15.64%	51
Potential impacts on the infrastructure	13.80%	45
My rights as a property owner	12.27%	40
How it may impact my ability to exit the Keys during a hurricane or named storm evacuation	9.82%	32
TOTAL		326

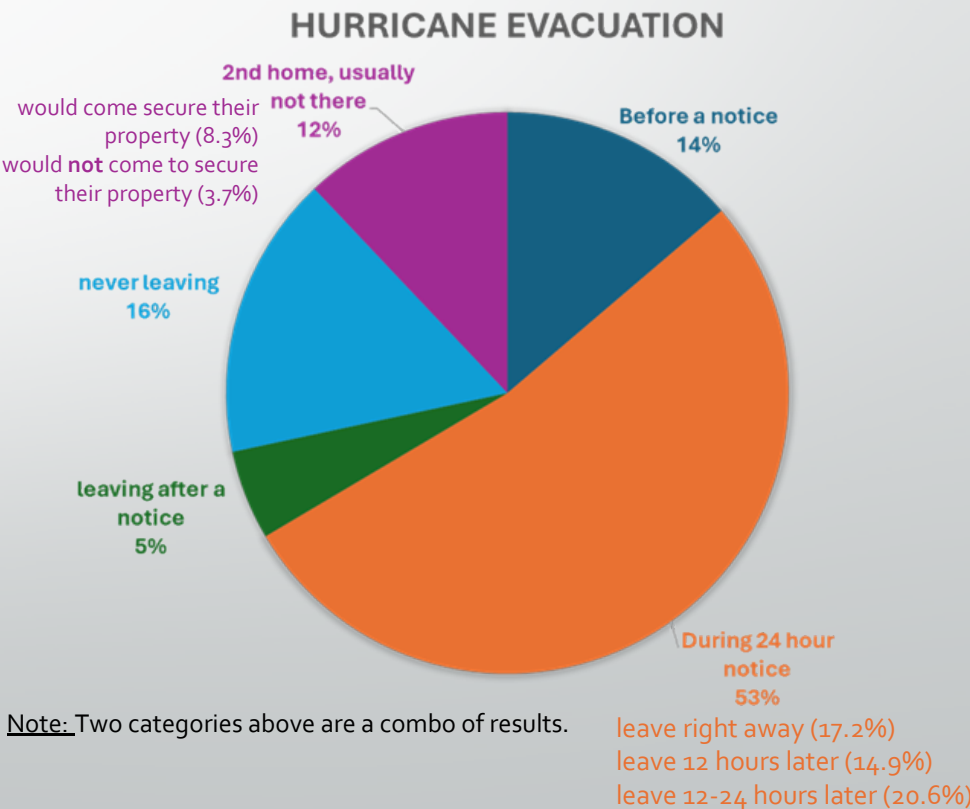
24-Hour Hurricane Evacuation

“How concerned are you with the ability to maintain a 24-hour hurricane evacuation time on US-1 (leaving the Florida Keys) as required by Florida Statute?”

ANSWER CHOICES	RESPONSES	
Very Concerned	60.06%	209
Somewhat concerned	16.95%	59
Not concerned	13.51%	47
Neutral	8.33%	29
I didn't know there was a 24-hour evacuation requirement	1.15%	4
TOTAL		348

“If a hurricane or named storm is imminent, do you: (select one that best describes your **usual approach**)”

ANSWER CHOICES	RESPONSES	
Leave the Keys as soon as I see the weather report that concerns me there is a potential storm	1.15%	4
Watch the weather and local news and leave early when they say one is approaching	12.61%	44
Leave the Keys immediately when Monroe County calls for an evacuation (within a couple of hours)	17.19%	60
Leave approximately 12 hours (or the next morning) after the evacuation order from Monroe County is issued	14.90%	52
Leave between 12 and 24 hours after the evacuation order is issued	20.63%	72
Wait and leave as the winds and rains start coming from the hurricane	5.16%	18
I am never leaving my home or the Keys	16.33%	57
My home in Islamorada is a 2nd home and I'm not usually here, but I DO come in to secure my property when the threat of a hurricane or named storm is imminent	8.31%	29
My home in Islamorada is a 2nd home and I'm not usually here during hurricane season (June - Oct) and I do NOT come in before a hurricane or named storm	3.72%	13
TOTAL		349



FUTURE BPAS ALLOCATION
DISCUSSION
VILLAGE COUNCIL MEETING
OCTOBER 10, 2024

Jennifer DeBoisbriand
Planning Director



WHAT IS BPAS?

BUILDING PERMIT ALLOCATION SYSTEM (BPAS)

Division 30-IV-11 of the Village Code

The way we issue building permits for all new construction in the Village because we are in an Area of Critical State Concern.

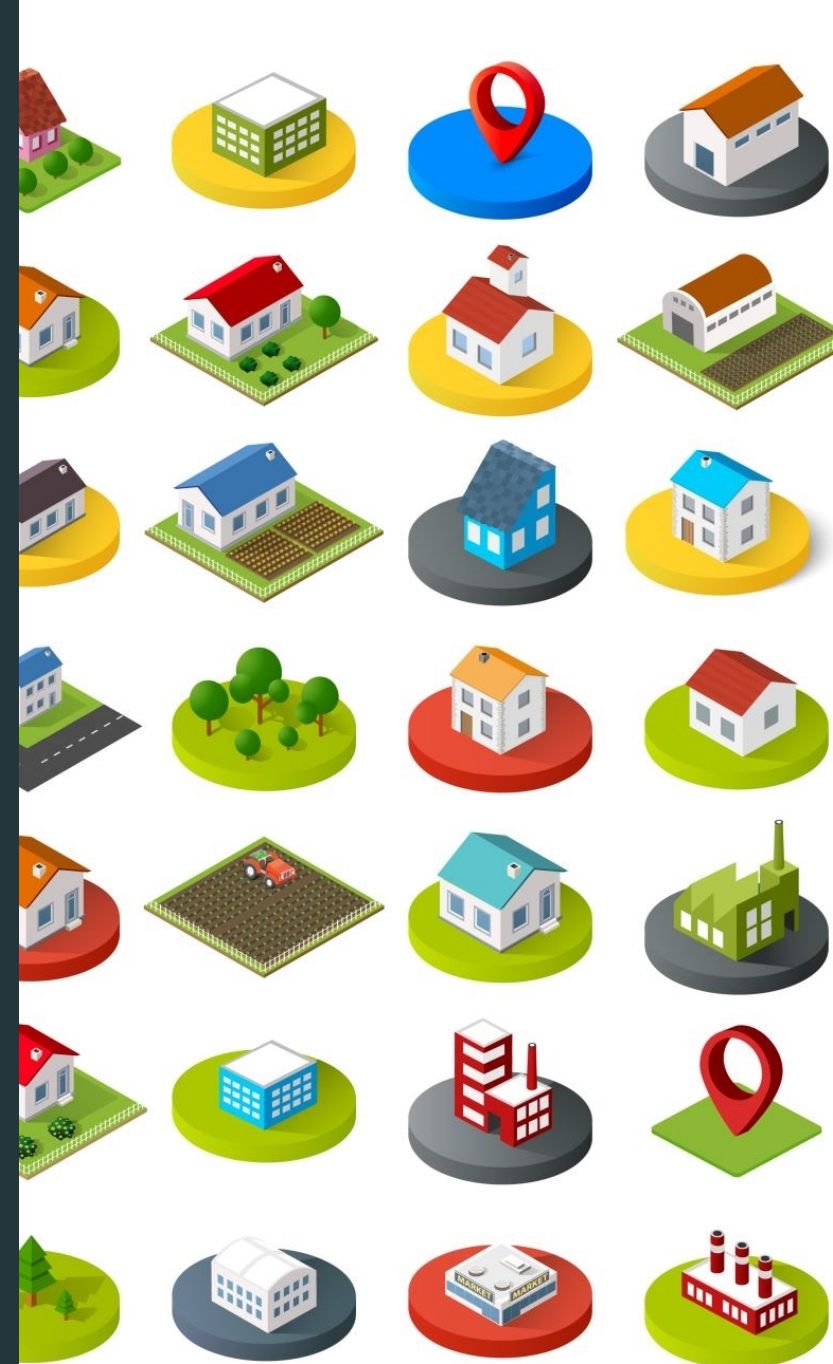
In 2002, the Village adopted a BPAS ordinance with an original number of 302 allocations.

In 2012, the Department of Economic Opportunity (DEO) completed the hurricane evacuation clearance modeling. To maintain a 24-hour evacuation time Islamorada received an additional 263 allocations for a total of 565.

In 2017, the Village entered into a 380 Agreement with DEO, Monroe County, the cities of Key West, Layton, and Marathon in which the Village received at additional 10.25 allocations.

CURRENT BPAS SITUATION

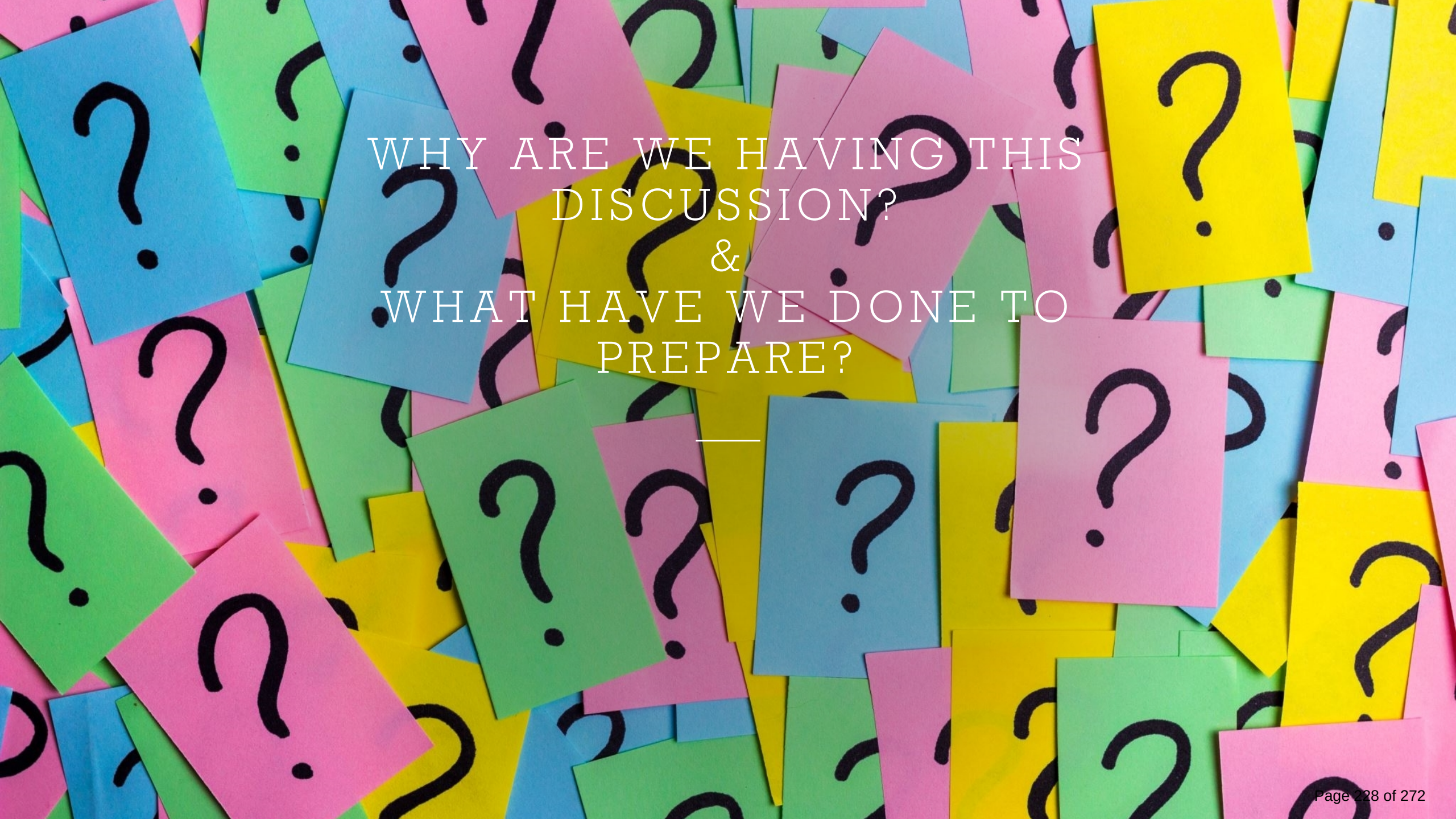
- 3 Market Rate Available
- 10 Affordable Available (8 reserved for Village use)
- 292 Early Evacuation Affordable Available (165 reserved for Village use)
- 23 Administrative Relief Available
- 54 Permits in Queue
- The Village Council has approved a temporary moratorium on Market Rate BPAS Applications which will expire on February 6, 2025.
- The Village Council has approved a temporary moratorium on Administrative Relief Applications. The Department of Commerce (DOC) is still reviewing the proposed moratorium. We expect to hear from the DOC no later than October 18, 2024.



HURRICANE EVACUATION MODELING UPDATE

IN 2023 THE DEPARTMENT OF COMMERCE (FORMERLY DEO) AND THE DIVISION OF EMERGENCY MANAGEMENT (DEM) RAN AN UPDATED HURRICANE EVACUATION MODEL BASED ON THE 2020 CENSUS AND OTHER RELEVANT DATA.

Baseline Modeling			Phases	Florida Keys Including Key West		Florida Keys Excluding Key West	
				Mobile Homes in Phase 2 (hours)	Mobile Homes in Phase 1 (hours)	Mobile Homes in Phase 2 (hours)	Mobile Homes in Phase 1 (hours)
Baseline Modeling		Shows baseline - does not include additional prospective allocations	Phase 2	26.0	24.0	15.5	15.5
			Phase 1	15.5	15.5	15.0	15.0
Prospective Modeling to Inform Future Policy Considerations							
S1	3,550 Allocations	Distribute based on county/municipality population size	Phase 2	27.5	25.5	15.5	15.5
			Phase 1	15.5	15.5	15.0	15.0
S2	3,550 Allocations	Distribute based percentage of vacant lands per county/municipality	Phase 2	28.0	26.0	15.5	15.5
			Phase 1	15.5	15.5	15.0	15.0
S3	3,550 Allocations	Distribute based on current allocations: (1,970-Monroe, 300-Marathon, 280-Islamorada, 910-Key West, 30-Layton, 60-Key Colony Beach)	Phase 2	28.0	26.0	15.5	15.5
			Phase 1	15.5	15.5	15.0	15.0
S4	Minimal Allocations (11 allocations/yr)	Distributes Monroe County (5); Marathon (2); Islamorada (2); Key West (2 – affordable only)	Phase 2 (10 Years Growth)	26.5	24.0	15.5	15.5
			Phase 2B (20 Years Growth)	26.5	24.0	15.5	15.5
			Phase 1	15.5	15.5	15.0	15.0
S5	One Unit/Vacant Lot	Distributes 7,954 units	Phase 2	31.0	28.5	17.0	16.5
			Phase 1	15.5	15.5	15.0	15.0

The background of the slide is a dense, overlapping collage of numerous small, rectangular sticky notes. These notes are in various colors including blue, green, pink, yellow, and light purple. Each sticky note features a large, bold, black question mark. The text is centered over this background.

WHY ARE WE HAVING THIS
DISCUSSION?
&
WHAT HAVE WE DONE TO
PREPARE?

COUNTY WIDE ROGO/BPAS DISCUSSIONS



**Discussion is being
led by Monroe County**



**BOCC will make a
decision at its
December meeting**



**The Village wanted to
inform the BOCC
before a decision is
made of its preference
regarding allocations.**



**Questions we wanted
to answer:**

*Do we want more allocations?
If yes, how many?
What kind? Market?
Affordable? Both?*



**Considerations
Included:**

*Infrastructure
Environmental
Traffic
Potential Takings Liabilities*

VILLAGE PROCESS TO DATE



Planning Staff undertook a Vacant Parcel Analysis:

Initial analysis shows 178 vacant residential parcels



Planning Department hosted 2 community workshops:

*July 30, 2024 – attended by 24 people
August 28, 2024 – attended by 26 people – included presentations on takings, infrastructure and environment*



Created 2 surveys for Village residents – Each survey had just under 400 respondents



Received 11 emails from residents



COMMUNITY FEEDBACK - SURVEY

- 63.3% of survey takers voted in favor of **SOME** allocations and 66.9% would rather use additional BPAS allocations for taking liabilities over the alternative of a tax increase.
- Majority of survey takers supported a mixture of market rate, affordable and workforce housing.
- Top 2 concerns in the survey were traffic and the environment

COMMUNITY FEEDBACK - EMAILS

- 8 residents email stating they wanted no more development
- 1 specially asked the Village to secure additional allocations
- 1 asked for balanced considerations
- 1 asked that we consider all impacts



STAFF RECOMMENDATION

Based on the data and community input, Staff would recommend requesting an additional 250 allocations for Islamorada.

These 250 would cover the 54 in the queue plus the 178 from the vacant parcel analysis.



QUESTIONS?

RESOLUTION NO. 24-

A RESOLUTION OF THE VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA, PROVIDING A RECOMMENDATION TO THE MONROE COUNTY BOARD OF COUNTY COMMISSIONERS REGARDING THE NUMBER OF ADDITIONAL RESIDENTIAL BUILDING PERMIT ALLOCATIONS THE VILLAGE WOULD LIKE TO RECEIVE IN POTENTIAL FUTURE ALLOCATIONS; REPEALING RESOLUTION NO. 24-10-122; PROVIDING FOR TRANSMITTAL OF THIS RESOLUTION TO CERTAIN PEOPLE WITH THE COUNTY

WHEREAS, Islamorada, Village of Islands (the "Village") has implemented the Building Permit Allocation System ("BPAS") as codified in Chapter 30, Article IV, Division 11 of the Village's Code of Ordinances (the "Village Code"); and

WHEREAS, in the Fall of 2023, the State Department of Commerce issued their Florida Keys Hurricane Evacuation Modeling Report which provided several scenarios for clearance times in the event of a hurricane; and

WHEREAS, all the jurisdictions in Monroe County, including the Village, decided to let the County lead the effort on future consideration of additional ROGO¹/BPAS allocations; and

WHEREAS, the Village Planning Department has held a community engagement process to discuss the impacts of receiving additional allocations including infrastructure, the environment and takings claims; and

WHEREAS, based upon, *inter alia*, the community input received and recommendations of Village staff, the Village Council desires to recommend to the Monroe County Board of County Commissioners ("BOCC") that the Village of Islamorada receive 250 additional BPAS allocations; and

WHEREAS, on October 10, 2024, the Village Council passed and adopted Resolution No. 24-

¹ / ROGO refers to Rate of Growth Ordinance, which is a term utilized by other jurisdictions.

10-122; and

WHEREAS, the Village Council believes that the repeal of Resolution No. 24-10-122 is in the best interest of the Village;

WHEREAS, the Village Council desires to repeal Resolution No. 24-10-122 and replace it with this resolution.

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. **Recommendation.** The Village hereby recommends to the BOCC that the Village receive ____ BPAS allocations, should future allocations be made available by the State of Florida.

Section 3. **Repeal of Resolution No. 24-10-122.** Resolution No. 24-10-122 is hereby repealed in its entirety.

Section 4. **Direction to the Clerk.** The Village Clerk is directed to furnish copies of this resolution to:

- A. Mayor Holly Merrill Raschein and all members of the BOCC;
- B. County Clerk Kevin Madok; and
- C. County Administrator Christine Hurley.

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

[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

Motion to adopt by _____, seconded by _____.

FINAL VOTE AT ADOPTION

Mayor _____

Vice Mayor _____

Councilmember _____

Councilmember _____

Councilmember _____

PASSED AND ADOPTED THIS 19TH ____ DAY OF NOVEMBER 2024.

_____, MAYOR

ATTEST:

MARNE MCGRATH, VILLAGE CLERK

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

JOHN QUICK, VILLAGE ATTORNEY

This Resolution was filed in the Office of the Village Clerk of this ____ day of _____, 2024.



Council Communication

To: Mayor and Village Council
From: John Quick, Interim Village Attorney
Date: November 19, 2024
SUBJECT: **Resolution Approving Update to Council Meeting Procedures TAB 15**

Background:

In 2023 the Village Council recently established formal Council meeting procedures. These procedures have been updated from time to time.

Analysis:

On October 8, 2024, the federal Eleventh Circuit Court of Appeals issued a new opinion in the case of *Moms for Liberty - Brevard County, FL, v. Brevard Public Schools*, Case No. 23-10656. This case provided new guidance on what are permissible limitations on public comment in the First Amendment context. Since this opinion created new law, the Council's meeting procedures require updating to ensure compliance with this new opinion.

A clean copy of the proposed updated procedures is attached as Exhibit A to the Resolution. For ease of review, a redline version is also included herein.

Budget Impact:

N/A.

Staff Impact:

N/A.

Recommendation:

Staff recommends approval of the attached resolution.

Attachments:

1. 46U907105-Resolution updating Village Council procedures (11-19-24)
2. Exhibit A-Village Council procedures (10-14-24) (clean)
3. 474320811-Village Council procedures (10-14-24) (redline)
4. 2024 11 19 Public Comment

RESOLUTION NO.

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

WHEREAS, the Village Council has the inherent power to determine procedures for its meetings; and

WHEREAS, on August 17, 2023, the Village Council passed Resolution 23-08-90 which established procedures for its meetings; and

WHEREAS, on October 10, 2023, the Village Council passed Resolution 23-10-117 which updated the procedures for its meetings; and

WHEREAS, on December 14, 2023, the Village Council passed Resolution 23-12-144 which updated the procedures for its meetings; and

WHEREAS, on February 13, 2024, the Village Council passed Resolution 24-02-09 which further updated the procedures for its meetings; and

WHEREAS, the Village Council believes that it is in the best interest and welfare of the residents of the Village to update those procedures, as well as other procedures governing the Village Council unrelated to its meetings, by Resolution.

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

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

Section 2. **Amendment of Procedures.** The Village Council hereby approves the Procedures for the Village Council as set forth in Exhibit "A," attached hereto.

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

Section 4. Effective Date. This resolution shall take effect immediately upon adoption.

Motion to adopt by _____. Seconded by _____.

FINAL VOTE AT ADOPTION

VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS

Mayor	_____
Vice Mayor	_____
Councilmember	_____
Councilmember	_____
Councilmember	_____

PASSED AND ADOPTED THIS ____ DAY OF _____, 2024.

_____, MAYOR

ATTEST:

MARNE MCGRATH, VILLAGE CLERK

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

JOHN J. QUICK, VILLAGE ATTORNEY

ISLAMORADA, VILLAGE OF ISLANDS, VILLAGE COUNCIL MEETING PROCEDURES

The Village Council of Islamorada, Village of Islands, Florida, adopts the following procedures pertaining to the conduct of Village Council meetings:

GENERAL COUNCIL PROCEDURES

I. COUNCIL MEETING

A. Regular Meetings.

The Village Council shall hold regular meetings on the second Thursday of every month and the immediate preceding Tuesday, commencing at 5:30 P.M. Meetings are to be held in the Council Chambers at Founder's Park. However, the Village Council has complete discretion and flexibility to schedule holiday and seasonal break periods, to hold regular meetings at other dates, times or locations, or to cancel or reschedule any meetings.

Pursuant to Section 5(8)(c) of the Village Charter, a majority of the Council shall constitute a quorum.¹ In addition, pursuant to Section 5(7)(b)5. of the Village Charter, a Councilmember shall forfeit his or her office upon determination by the Council, acting as a body, at a duly noticed public meeting that he or she is absent from three consecutive regular Council meetings without justifiable reason.

B. Special Meetings.

Special meetings may be held at the call of the Mayor, or in his or her absence, at the call of the Vice-Mayor. Special meetings may also be called upon the request of a majority of the Councilmembers. Unless of an emergency nature, notice of such a meeting shall be provide to the public not less than 72 hours prior to the meeting. The Village Manager, or designee, shall make every effort to poll the members of the Council to determine a convenient time for the special meeting. Notice to the public shall be posted at a public place at Village Hall and, if possible, on the Village's website. Notices shall state the date and time of the special meeting and the purpose of the meeting. No

¹ / For example, when there are five (5) sitting Councilmembers, three (3) Councilmembers would be required to constitute a quorum.

further business shall be conducted at the special meeting except that stated in the notice. All meetings shall be open to the public except as expressly allowed by state law.

C. Emergency Meetings.

In those instances where there is a Village meeting subject to Section 286.011, Florida Statutes, scheduled due to an emergency, and it is not possible to post the notice within the time frames set forth in the Village Code and/or herein, the Village shall be required to post the notice on the Village's website at the earliest practicable time. In the written notice calling the emergency meeting, the Village Manager shall include a detailed statement explaining the emergency nature of the meeting.

D. Legislative Priority Workshop.

No later than June 30 of each calendar year, the Village Manager shall schedule a workshop with the Village Council to consider and discuss the Village's legislative priorities. During the legislative priority workshop, it is anticipated that the Village Manager will present the Village Council with a list of priorities and/or topics for its consideration, analysis, and discussion. It is further anticipated that during this workshop the Village Council will provide input and guidance on its preferred legislative priorities. As soon as practicable thereafter, the Village Manager shall present a list of legislative priorities for formal approval by the Village Council based on the Village Council's input and direction provided in connection with the legislative priority workshop.

E. Strategic Planning Workshop.

No later than January 30 of each calendar year, the Village Manager shall schedule a workshop with the Village Council to consider and discuss the Village's strategic planning items. During the strategic planning workshop, it is anticipated that the Village Manager will present the Village Council with a list of priorities and/or topics for its consideration, analysis, and discussion. It is further anticipated that during this workshop the Village Council will provide input and guidance on its preferred priorities. As soon as practicable thereafter, the Village Manager shall present a list of strategic planning priorities for formal approval by the Village Council based on the Village Council's input and direction provided in connection with the legislative priority workshop.

II. PROCEDURAL RULES

Meetings of the Village Council shall be informal and shall be conducted pursuant to the rules and procedures contained herein. Robert's Rules of Order may be consulted to resolve procedural conflicts, if necessary. The Village Attorney shall serve as the Parliamentarian and shall advise and assist the Mayor on matters of parliamentary law.

A. Presiding Officer.

The Mayor shall serve as the presiding officer at all Council meetings. The Vice Mayor shall act as the presiding officer in the absence of the Mayor. In the absence of both the Mayor and Vice Mayor, the remaining Councilmembers shall by majority vote select a presiding officer to carry out the functions of the Mayor and to run the meeting. The Mayor shall decide on all questions of order. The Mayor may request an interpretation of parliamentary procedure from the Village Attorney. The Mayor shall announce agenda items by the agenda item number. No further explanation or comment shall be made at that time. The Village Attorney shall then read the title of the legislation. Thereafter, the Mayor may call upon the Village Manager, or designee, to provide any needed explanation of the item being considered. If appropriate, the item shall then be opened for public comment or hearing, limited to three (3) minutes per individual speaker, and five (5) minutes for a representative speaker for an association or group. When speaking on a particular agenda item, the speaker shall limit his/her comments to the subject of the agenda item under consideration. The Mayor may limit repetitive comments to ensure the orderly conduct and efficiency of the meeting. Following the close of the public comment or hearing on the item, the Council shall discuss and consider the agenda item.

B. Decorum at Council Meetings.

The Mayor shall preserve order and decorum at Council meetings. Should a member of the audience become unruly or behave in an inappropriate manner prejudicial to the proper conduct of the meeting, the Mayor shall have the right and the authority to require such person to leave the Council Chambers, accompanied, if determined necessary, by the Sergeant at Arms. A Monroe County Sheriff's Department law enforcement officer assigned to the Village shall serve as the Sergeant-at-Arms and carry out all orders and instructions given by the Mayor for the purpose of maintaining order and decorum at Village Council meetings. The Sergeant-at-Arms has the authority to

remove any person or persons that he or she believes necessary for the health and safety of the Village Council and attendees. In addition, in the event the audience or a part of the audience becomes unruly, the Mayor may either recess or adjourn the meeting.

C. Seating Arrangements on the Dais.

The Mayor shall sit in the middle of the dais. The Vice Mayor shall sit to the immediate left of the Mayor. The remainder of the Council shall sit in the two seats to the immediate right of the Mayor and the seat to the immediate left of the Vice Mayor. The Village Manager shall sit three (3) seats to the left of the Mayor, followed by the Village Attorney, Village Planning Director, and Village Clerk.

The order of seating for the Council shall be chosen as follows. Prior to the meeting after the Vice Mayor is selected, the senior most remaining Councilmember shall select the seat to be occupied for that year of his or her choice. The same procedure shall be followed by the second and then third most senior remaining Councilmembers. If there is a tie in terms of seniority, the Councilmember receiving the highest numbers of votes in the most recent general election shall select first. If there remains a tie, then seniority shall be decided by the drawing of lots.

D. Order of Business.

The Order of Business at regular Council meetings shall be as follows:

1. Call to Order/Roll Call
2. Pledge of Allegiance
3. Agenda: Requests for Deletion/Addition
4. Reports, Presentations, and Announcements
5. Public Comment
6. Citizens' Advisory Committee Reports
7. Mayor/Council Communications
8. Village Attorney/Village Manager Communications
9. Consent Agenda
10. Resolutions
11. Ordinances—First Reading
12. Public Hearings—Ordinances—Second Reading
13. Motions
14. Supplementary Reports

15. Adjournment

E. Reading of Minutes.

The minutes of prior Council Meetings shall not be read aloud but the Council shall consider corrections of minutes of the immediate prior meeting(s) upon request by any member of the Village Council. Unless a reading of the minutes is requested by a Councilmember, minutes may be approved by motion as part of the Consent Agenda.

F. Consent Agenda.

There shall be a Consent Agenda during each regular Council meeting. The Consent Agenda shall contain Resolutions, approval of minutes, motions and other pertinent matters which, in the opinion of the Mayor and Staff may be handled and implemented without necessity for discussion. Unless a member of the Council specifically requests that an item be removed from the Consent Agenda for discussion, all items shall be approved and adopted by a single motion and roll call vote.

Before the Council votes on the Consent Agenda, any member of the public may comment on any item listed on the Consent Agenda. Discussion is limited to a total of three (3) minutes per individual speaker, and five (5) minutes for a representative speaker for an association or group.

G. Renewal.

Once action is taken on a proposed Ordinance or Resolution, neither the same matter nor its repeal or decision nor a substantially similar matter may be brought before the Council again during the six (6) month period following said action unless a majority of the Council agree to waive the rule.

H. Time for Reports, Presentations, and Announcements.

Reports, presentations, and announcements will be limited to no more than ten (10) minutes. No Public Comment will be permitted on reports, presentations, and announcements.

I. Rules of Debate.

1. If any member, in speaking or otherwise, transgresses the rules of the Council, the Presiding Officer shall, or any member can, call him to order, in which case the member so called to order shall immediately cease discussion unless permitted by the Presiding Officer to explain; and the Council, if appealed to, shall decide the question without debate. If the decision is in favor of the member so called to order, he or she shall be at liberty to proceed; if otherwise, he or she shall not proceed without leave of the Council to proceed in order.

2. A member about to speak shall respectfully address the Presiding Officer, and shall not commence to speak until recognized by the Presiding Officer. When two (2) or more members request to speak at the same time, the Presiding Officer shall determine which one is recognized.

3. Every member while speaking shall confine himself or herself to the subject under debate, shall conduct themselves in a statesperson like manner, and shall not refer to any other member of the commission except in a respectful manner.

4. Unless a member who has the floor yields for that purpose, no member shall interrupt another while he or she is speaking, except to propound a parliamentary inquiry or make a point of order.

5. The Presiding Officer shall not be deprived of any of the rights and privileges of a Councilmember by reason of acting as the Presiding Officer.

6. A motion to reconsider² any action taken by the Council may be made only at the meeting such action was taken, and may only be made by a member of the Council who was on the prevailing side of the action sought to be reconsidered. Reconsideration of the action may occur no earlier than the next Council meeting.

² / It bears noting that reconsideration (section II.I.6.) and renewal (section II.G.) are different concepts. Reconsideration occurs when a motion is originally adopted and a Councilmember from the prevailing side wishes to bring it back to potentially reconsider the Council's adoption of the motion. Renewal, on the other hand, is when a motion fails to receive enough votes to be adopted and a Councilmember wishes to bring the same item back as a new motion.

7. Councilmembers shall be prohibited from using their cell phones while on the dais during a public meeting.

J. Order of Vote.

Roll call shall be as follows: (1) moving Councilmember; (2) Councilmember who seconded the motion; and (3) alphabetical order amongst the remaining Councilmembers, with the exception that the Mayor is entitled to vote last where he/she is neither the moving Councilmember nor the one who provided the second.

K. Postponing Agenda Items.

Absent emergency, the Mayor shall not bring an item for Council consideration unless it is on the agenda. In the event that pertinent information relating to an agenda item is missing or unaccounted for prior to the meeting, the Council may remove the item from the agenda at the meeting upon a majority vote.

There shall be no "tabling" of items. If a matter is to be postponed, it may be "continued" upon majority vote of the Council.

The Mayor or any Councilmember may request to have any item deferred for one meeting if the Mayor or the Councilmember making the request for deferral will not be physically present at the Council meeting, subject to the approval of the remaining Councilmembers.

L. Remote Attendance.

Remote attendance shall be governed in accordance with Resolution No. 21-08-80, as may be amended from time to time.

M. Actions by the Council.

Actions by the Council may occur only by Ordinance, Resolution or Motion. No action may be taken by the Council on an item that has not been placed on the agenda in accordance with these procedures.

III. PUBLIC HEARINGS

A. Generally.

Ordinances for second reading or items requiring a public hearing shall be placed on this portion of the agenda.

Individuals wishing to speak on matters that appear on the agenda as "Public Hearings" will be recognized by the Mayor. Individuals wishing to speak on matters that appear on the agenda as "Public Hearings" shall fill out a speaker's card and shall be recognized by the Mayor when called upon by the Clerk. The public shall be permitted to speak after the Mayor opens an item for Public Hearing. Discussion is limited to three (3) minutes per individual speaker, and five (5) minutes for a representative speaker for an association or group. After the Public Hearing is closed by the Mayor, only members of the Village Council or Staff shall be permitted to discuss the item.

B. Quasi-Judicial Items.

Florida courts have determined that there are certain types of matters that are to be treated differently than other issues considered by the Village Council. Most decisions of the Council are legislative in nature, which means that the Council is acting as a policy making body. In contrast, in quasi-judicial matters, the Council is applying existing rules and policies to a factual situation and is therefore acting like a judge or a jury in a courtroom. In such cases, the courts have decided that due process and fundamental fairness requires that more formal procedures be followed. The Village Attorney shall determine which matters are to be treated as quasi-judicial, and such items shall be noted as such on the agenda.

Quasi-judicial items shall be considered in accordance with the Village Code.

Individuals from the public shall be allotted three (3) minutes each (or such amount of time as determined by the presiding officer), to discuss the quasi-judicial item that is being considered. Representative speakers for an association or group shall be allotted five (5) minutes. The Village or the applicant may cross-examine any individual speaking on the item. Individuals wishing to speak on quasi-judicial items shall be collectively sworn in.

C. Waiver of Quasi-Judicial Hearing.

If the applicant or agent of the applicant agrees with the staff's recommendation and wishes to waive his or her right to a quasi-judicial hearing, and if no Councilmember or anyone from the audience wishes to speak for or against the quasi-judicial agenda item, the Council may vote on the item based upon the materials in the agenda back-up, without any discussion or debate on the agenda item.

IV. PUBLIC PARTICIPATION

A. Generally.

Public Participation shall be held in accordance with the agenda. Those wishing to speak on items that are not on the agenda but pertinent to the Village shall sign in on a form provided by the Village Clerk prior to the meeting. Those wishing to speak on a specific agenda item shall sign in on a form provided by the Village Clerk prior to the meeting and indicate which item they wish to speak on and whether they support or oppose the item, or are otherwise neutral. All public comment forms shall be provided to the Clerk prior to the agenda item being called. Once the agenda item is called, anyone who has not turned in a comment card will not be permitted to speak on that item. For those attending via approved remote means (e.g., Zoom, etc.), the attendee's hand must be raised prior to the item being called in order to speak on that item. The Village Clerk will call those persons wishing to speak in the order that they signed in. Public Comment shall be limited to three (3) minutes per individual speaker, and five (5) minutes for a representative speaker for an association or group. If a participant desires to present materials to the Council during Public Comment, the items shall be given to the Village Clerk before the meeting for distribution, including one full copy for the Village Clerk for the public record.

Each individual is requested to state his or her name and shall state the name of the entity represented (if applicable) and the item on the agenda to be addressed (if applicable). Each person addressing the Council shall approach the lectern and speak in an audible tone of voice for the record. Unless further time is granted by the Presiding Officer, each individual speaker shall speak only one time, per item, for up to three (3) minutes and representative speakers for an association or group shall speak for only one time, per item, for up to five (5) minutes. No person shall be allowed to donate his or her speaking time to another person. It is requested that all remarks be addressed to the

Council as a body and not to any member thereof. A person speaking on an item on the agenda shall limit their comments to matters relevant to the item. All people addressing the Council are strongly encouraged to refrain from making political statements or personal attacks on any Councilmembers or any other individuals or entities. No person, other than the Council and the person having the floor, shall be permitted to enter into any discussion, either directly or through a member of the Council, without the permission of the Presiding Officer. No question shall be asked of a Councilmember except through the Presiding Officer.

After the Public Comment is closed by the Mayor, only members of the Village Council or Staff shall be permitted to discuss the item.

B. Documents.

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Any person who addresses the Council on behalf of an individual, corporation or special interest group for compensation must disclose that representation at the beginning of their comments, as described above in Section IV.A.

D. Decorum.

No person shall engage in behavior that disrupts the proceedings of the Council. Council meetings are family-friendly and therefore profane, indecent or obscene language, content or conduct is not permitted.³ In addition, because the meetings are

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broadcast and rebroadcast through cable television and on the internet, any language that would not be permitted to be broadcast under FCC guidelines during day-time hours is not permitted during Council meetings. Sufficient warnings of inappropriate conduct may be given by the Presiding Officer at any time and, in the event that any individual shall continue to disrupt the proceeding, the Presiding Officer may then ask that the person be removed. Signs or placards may be brought to a Council meeting, but may not block any other attendee's view of the proceedings or interfere with any video, audio, stenographic or other recordings of the proceedings.

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In the agenda package of the first meeting of each month, staff shall include reports as directed by the Village Council in a separate tab at the end of the agenda.

If a member of the Village Council has a question for staff regarding the contents of one of the reports or otherwise wishes to discuss the report, they may so indicate at this point in the agenda. If there are no questions, then the reports are included for informational purposes.

On a quarterly basis, the Village Manager will prepare and provide a report providing an update on the accomplishments and activities of each department for information and consideration by the Village Council. This report will be included in the agenda package in the month following the end of a fiscal year quarter.

VI. ADJOURNMENT

All meetings of the Village Council, whether special or regular, shall be adjourned no later than 10:00 P.M. However, the Village Council may continue the meeting beyond

10:00 P.M. in accordance with the Village Charter and Code. In any event, the motion to continue the meeting must provide for a specific time frame of no more than thirty (30) minutes that the Village Council will honor for purpose of continuing the meeting.

VII. WAIVER OF PROCEDURES

The procedures in Sections I through IV (except section III.B.) shall be automatically waived during a Declared State of Local Emergency, a Declared State of Emergency or other Village emergency situation to the extent necessitated by the emergency.

VIII. PREPARATION OF AGENDA ITEMS

A. Placement of Items on Agenda.

The Village Manager, Village staff (through the Manager), Village Attorney or any member of the Council may place items on the agenda. Resolutions, ordinances, motions, reports, and Mayor/Council communications shall be identified on the agenda as to the sponsoring Councilmember or Mayor or as a recommendation from the Village staff. Councilmembers wishing to place an item on the agenda shall submit their request for addition through an email to the Village Clerk. Agenda items must be relevant to Village business, and must be clear as to the intent to the item and the actions required of Village staff. Items that do not have sufficient back up materials and/or which are not clear or require additional information may be withheld from the agenda by the Manager until the appropriate information is received.

B. Agenda Closing Dates.

Except as determined by the Manager on a case-by-case basis, all information relating to items to be placed on the agenda shall be submitted to the Village Clerk by 12:00 noon no less than eight (8) days prior to the scheduled Village Council meeting during which the item will be heard, and not less than three (3) days prior to a Special Meeting. All appropriate background material shall accompany the item in the form of a Council communication/memorandum. The Mayor, as chair of the meeting, Village Manager, Village Clerk, and Village Attorney shall review all agenda items submitted by Councilmembers. Agenda items may be removed from the agenda by the Mayor, Village Manager or Village Clerk if it is determined that any agenda item is not in accordance with these procedures. The Village Attorney may remove any agenda item if it is determined that the item is not legally sufficient.

The Village Clerk will provide each member of the Council a preliminary agenda packet six (6) days prior to the scheduled Village Council meeting. A complete package of all agenda materials, including all back up materials, shall be provided to the Village Council no later than the Thursday evening prior to the date of the meeting. In the event that pertinent information relating to an agenda item is missing or not included in the agenda package, the Council may remove the items from the agenda at the meeting.

No additional items shall be added to the agenda after the agenda packet has been delivered to the Council unless by unanimous consent or a majority vote of the Village Council upon a determination that the item is necessary.

Requests for additions and/or deletions shall be provided to the Village Manager and Village Clerk no later than: (i) 5:00pm on the Thursday before the regular Village Council meeting; or (ii) 48 hours, not counting weekends or holidays, for any non-emergency special call meeting.⁴ No exceptions will be made to this requirement, unless such addition and/or deletion is of an emergency nature.

Exception for Emergency Meetings. In those instances where there is a Village meeting subject to Section 286.011, Florida Statutes, scheduled due to an emergency, and it is not possible to provide the Council with an agenda packet in accordance with time frames of this section, the Clerk shall provide the agenda packet at the earliest practicable time.

C. Preparation of Legislation.

A member of the Council who would like to request preparation of legislation by the Village Attorney or Staff shall place such requests for consideration under the "Mayor/Council Communications" section of the agenda. The request shall not be acted upon until the request is approved by a motion of the majority of the Council. However, the Mayor or a Councilmember may place any matter on the agenda for Council consideration, provided the item is approved by the Village Attorney as to legal sufficiency and otherwise satisfies applicable procedural requirements. The Village Attorney shall review these items without Village Council approval if, in the Village Attorney's opinion, it can be reviewed in a minimal amount of time. All Ordinances and Resolutions shall indicate the Councilmember or Village Staff member who requested the legislation. All

⁴ / For the Village Council's regular Tuesday/Thursday meeting schedule listed in section I.A. above, the time frame in this restriction will be counted from the Tuesday meeting.

Ordinances and Resolutions shall contain the name of each Councilmember and whether such member voted for, against or failed to vote for the item. All Ordinances and Resolutions, once approved, shall be executed by the Mayor. Unless otherwise required by law, digital signatures may be utilized.

D. Proclamations.

1. Generally.

The Mayor, any Councilmember, and Manager may request that the Mayor issue a proclamation. All requests for proclamations shall be made to the Mayor's office one week in advance, if possible. If the Mayor chooses not to issue a particular proclamation, the requesting Councilmember may bring that proclamation to the Council for consideration. All proclamations shall be issued by the Mayor's office. Every proclamation shall include the name of the Councilmember requesting the proclamation.

2. Request from the Public.

Requests by members of the public for recognition by the Village may be made to the Village Manager or any member of the Village Council.

Requests from the public must include the following information, and all information must be received in writing prior to the agenda publishing deadline for the meeting desired:

- Name of honoree(s) (A maximum of 5 persons for recognition can be accommodated at any one Village Council meeting);
- Description of accomplishment or recognition desired;
- Phone number of contact person and/or honoree;
- Details including dates, history, organizations involved, etc.; and
- Additional information may be required depending on the request.

3. Proclamation Criteria.

Proclamations must fit one of the following criteria:

- Must pertain to an organization existing, or an event occurring, within the Village or benefitting the Village.

- Must pertain to a government or governmental issue or governmental event at the local, state or federal levels.
- Must pertain to an individual who has resided or worked in the Village and/or made lasting contributions to the Village community at large.

E. Sequence of Agenda Items.

At the request of the any Councilmember and upon approval by majority vote, items on the agenda may be moved out of sequence in order to expedite the matters before the Council or for ease of reference and consideration.

Any item may be moved to a time certain upon a motion and majority vote. If an item has been scheduled for a time certain, all business shall stop at the time certain established by the Council and shall not resume until completion of the time certain item(s).

F. Council Work Requests.⁵

All requests for legal information shall be made to the Village Attorney only. When a Councilmember makes a request to the Village Attorney for information that in the opinion of the Village Attorney will involve a substantial or extensive expenditure of time and labor, the Councilmember shall place the item on the agenda under "Mayor/Council Communications." The request shall not be acted upon until the request is approved by a majority vote of the Council.

⁵ / This section does not include public records requests, which should be made directly to the Village Clerk's office.

ISLAMORADA, VILLAGE OF ISLANDS, VILLAGE COUNCIL MEETING PROCEDURES

The Village Council of Islamorada, Village of Islands, Florida, adopts the following procedures pertaining to the conduct of Village Council meetings:

GENERAL COUNCIL PROCEDURES

I. COUNCIL MEETING

A. Regular Meetings.

The Village Council shall hold regular meetings on the second Thursday of every month and the immediate preceding Tuesday, commencing at 5:30 P.M. Meetings are to be held in the Council Chambers at Founder's Park. However, the Village Council has complete discretion and flexibility to schedule holiday and seasonal break periods, to hold regular meetings at other dates, times or locations, or to cancel or reschedule any meetings.

Pursuant to Section 5(8)(c) of the Village Charter, a majority of the Council shall constitute a quorum.¹ In addition, pursuant to Section 5(7)(b)5. of the Village Charter, a Councilmember shall forfeit his or her office upon determination by the Council, acting as a body, at a duly noticed public meeting that he or she is absent from three consecutive regular Council meetings without justifiable reason.

B. Special Meetings.

Special meetings may be held at the call of the Mayor, or in his or her absence, at the call of the Vice-Mayor. Special meetings may also be called upon the request of a majority of the Councilmembers. Unless of an emergency nature, notice of such a meeting shall be provide to the public not less than 72 hours prior to the meeting. The Village Manager, or designee, shall make every effort to poll the members of the Council to determine a convenient time for the special meeting. Notice to the public shall be posted at a public place at Village Hall and, if possible, on the Village's website. Notices shall state the date and time of the special meeting and the purpose of the meeting. No

¹ / For example, when there are five (5) sitting Councilmembers, three (3) Councilmembers would be required to constitute a quorum.

further business shall be conducted at the special meeting except that stated in the notice. All meetings shall be open to the public except as expressly allowed by state law.

C. Emergency Meetings.

In those instances where there is a Village meeting subject to Section 286.011, Florida Statutes, scheduled due to an emergency, and it is not possible to post the notice within the time frames set forth in the Village Code and/or herein, the Village shall be required to post the notice on the Village's website at the earliest practicable time. In the written notice calling the emergency meeting, the Village Manager shall include a detailed statement explaining the emergency nature of the meeting.

D. Legislative Priority Workshop.

No later than June 30 of each calendar year, the Village Manager shall schedule a workshop with the Village Council to consider and discuss the Village's legislative priorities. During the legislative priority workshop, it is anticipated that the Village Manager will present the Village Council with a list of priorities and/or topics for its consideration, analysis, and discussion. It is further anticipated that during this workshop the Village Council will provide input and guidance on its preferred legislative priorities. As soon as practicable thereafter, the Village Manager shall present a list of legislative priorities for formal approval by the Village Council based on the Village Council's input and direction provided in connection with the legislative priority workshop.

E. Strategic Planning Workshop.

No later than January 30 of each calendar year, the Village Manager shall schedule a workshop with the Village Council to consider and discuss the Village's strategic planning items. During the strategic planning workshop, it is anticipated that the Village Manager will present the Village Council with a list of priorities and/or topics for its consideration, analysis, and discussion. It is further anticipated that during this workshop the Village Council will provide input and guidance on its preferred priorities. As soon as practicable thereafter, the Village Manager shall present a list of strategic planning priorities for formal approval by the Village Council based on the Village Council's input and direction provided in connection with the legislative priority workshop.

II. PROCEDURAL RULES

Meetings of the Village Council shall be informal and shall be conducted pursuant to the rules and procedures contained herein. Robert's Rules of Order may be consulted to resolve procedural conflicts, if necessary. The Village Attorney shall serve as the Parliamentarian and shall advise and assist the Mayor on matters of parliamentary law.

A. Presiding Officer.

The Mayor shall serve as the presiding officer at all Council meetings. The Vice Mayor shall act as the presiding officer in the absence of the Mayor. In the absence of both the Mayor and Vice Mayor, the remaining Councilmembers shall by majority vote select a presiding officer to carry out the functions of the Mayor and to run the meeting. The Mayor shall decide on all questions of order. The Mayor may request an interpretation of parliamentary procedure from the Village Attorney. The Mayor shall announce agenda items by the agenda item number. No further explanation or comment shall be made at that time. The Village Attorney shall then read the title of the legislation. Thereafter, the Mayor may call upon the Village Manager, or designee, to provide any needed explanation of the item being considered. If appropriate, the item shall then be opened for public comment or hearing, limited to three (3) minutes per individual speaker, and five (5) minutes for a representative speaker for an association or group. When speaking on a particular agenda item, the speaker shall limit his/her comments to the subject of the agenda item under consideration. ~~All comments or questions by the public shall be directed to the Mayor.~~ The Mayor may limit irrelevant or repetitive comments to ensure the orderly conduct and efficiency of the meeting. Following the close of the public comment or hearing on the item, the Council shall discuss and consider the agenda item.

B. Decorum at Council Meetings.

The Mayor shall preserve order and decorum at Council meetings. Should a member of the audience become unruly or behave in an inappropriate manner prejudicial to the proper conduct of the meeting, the Mayor shall have the right and the authority to require such person to leave the Council Chambers, accompanied, if determined necessary, by the Sergeant at Arms. A Monroe County Sheriff's Department law enforcement officer assigned to the Village shall serve as the Sergeant-at-Arms and carry out all orders and instructions given by the Mayor for the purpose of maintaining order

and decorum at Village Council meetings. The Sergeant-at-Arms has the authority to remove any person or persons that he or she believes necessary for the health and safety of the Village Council and attendees. In addition, in the event the audience or a part of the audience becomes unruly, the Mayor may either recess or adjourn the meeting.

C. Seating Arrangements on the Dais.

The Mayor shall sit in the middle of the dais. The Vice Mayor shall sit to the immediate left of the Mayor. The remainder of the Council shall sit in the two seats to the immediate right of the Mayor and the seat to the immediate left of the Vice Mayor. The Village Manager shall sit three (3) seats to the left of the Mayor, followed by the Village Attorney, Village Planning Director, and Village Clerk.

The order of seating for the Council shall be chosen as follows. Prior to the meeting after the Vice Mayor is selected, the senior most remaining Councilmember shall select the seat to be occupied for that year of his or her choice. The same procedure shall be followed by the second and then third most senior remaining Councilmembers. If there is a tie in terms of seniority, the Councilmember receiving the highest numbers of votes in the most recent general election shall select first. If there remains a tie, then seniority shall be decided by the drawing of lots.

D. Order of Business.

The Order of Business at regular Council meetings shall be as follows:

1. Call to Order/Roll Call
2. Pledge of Allegiance
3. Agenda: Requests for Deletion/Addition
4. Reports, Presentations, and Announcements
5. Public Comment
6. Citizens' Advisory Committee Reports
7. Mayor/Council Communications
8. Village Attorney/Village Manager Communications
9. Consent Agenda
10. Resolutions
11. Ordinances—First Reading
12. Public Hearings—Ordinances—Second Reading
13. Motions

- 14. Supplementary Reports
- 15. Adjournment

E. Reading of Minutes.

The minutes of prior Council Meetings shall not be read aloud but the Council shall consider corrections of minutes of the immediate prior meeting(s) upon request by any member of the Village Council. Unless a reading of the minutes is requested by a Councilmember, minutes may be approved by motion as part of the Consent Agenda.

F. Consent Agenda.

There shall be a Consent Agenda during each regular Council meeting. The Consent Agenda shall contain Resolutions, approval of minutes, motions and other pertinent matters which, in the opinion of the Mayor and Staff may be handled and implemented without necessity for discussion. Unless a member of the Council specifically requests that an item be removed from the Consent Agenda for discussion, all items shall be approved and adopted by a single motion and roll call vote.

Before the Council votes on the Consent Agenda, any member of the public may comment on any item listed on the Consent Agenda. Discussion is limited to a total of three (3) minutes per individual speaker, and five (5) minutes for a representative speaker for an association or group.

G. Renewal.

Once action is taken on a proposed Ordinance or Resolution, neither the same matter nor its repeal or decision nor a substantially similar matter may be brought before the Council again during the six (6) month period following said action unless a majority of the Council agree to waive the rule.

H. Time for Reports, Presentations, and Announcements.

Reports, presentations, and announcements will be limited to no more than ten (10) minutes. No Public Comment will be permitted on reports, presentations, and announcements.

I. Rules of Debate.

1. If any member, in speaking or otherwise, transgresses the rules of the Council, the Presiding Officer shall, or any member can, call him to order, in which case the member so called to order shall immediately cease discussion unless permitted by the Presiding Officer to explain; and the Council, if appealed to, shall decide the question without debate. If the decision is in favor of the member so called to order, he or she shall be at liberty to proceed; if otherwise, he or she shall not proceed without leave of the Council to proceed in order.

2. A member about to speak shall respectfully address the Presiding Officer, and shall not commence to speak until recognized by the Presiding Officer. When two (2) or more members request to speak at the same time, the Presiding Officer shall determine which one is recognized.

3. Every member while speaking shall confine himself or herself to the subject under debate, shall conduct themselves in a statesperson like manner, and shall not refer to any other member of the commission except in a respectful manner.

4. Unless a member who has the floor yields for that purpose, no member shall interrupt another while he or she is speaking, except to propound a parliamentary inquiry or make a point of order.

5. The Presiding Officer shall not be deprived of any of the rights and privileges of a Councilmember by reason of acting as the Presiding Officer.

6. A motion to reconsider² any action taken by the Council may be made only at the meeting such action was taken, and may only be made by a member of the Council who was on the prevailing side of the action sought to be reconsidered. Reconsideration of the action may occur no earlier than the next Council meeting.

² / It bears noting that reconsideration (section II.I.6.) and renewal (section II.G.) are different concepts. Reconsideration occurs when a motion is originally adopted and a Councilmember from the prevailing side wishes to bring it back to potentially reconsider the Council's adoption of the motion. Renewal, on the other hand, is when a motion fails to receive enough votes to be adopted and a Councilmember wishes to bring the same item back as a new motion.

7. Councilmembers shall be prohibited from using their cell phones while on the dais during a public meeting.

J. Order of Vote.

Roll call shall be as follows: (1) moving Councilmember; (2) Councilmember who seconded the motion; and (3) alphabetical order amongst the remaining Councilmembers, with the exception that the Mayor is entitled to vote last where he/she is neither the moving Councilmember nor the one who provided the second.

K. Postponing Agenda Items.

Absent emergency, the Mayor shall not bring an item for Council consideration unless it is on the agenda. In the event that pertinent information relating to an agenda item is missing or unaccounted for prior to the meeting, the Council may remove the item from the agenda at the meeting upon a majority vote.

There shall be no "tabling" of items. If a matter is to be postponed, it may be "continued" upon majority vote of the Council.

The Mayor or any Councilmember may request to have any item deferred for one meeting if the Mayor or the Councilmember making the request for deferral will not be physically present at the Council meeting, subject to the approval of the remaining Councilmembers.

L. Remote Attendance.

Remote attendance shall be governed in accordance with Resolution No. 21-08-80, as may be amended from time to time.

M. Actions by the Council.

Actions by the Council may occur only by Ordinance, Resolution or Motion. No action may be taken by the Council on an item that has not been placed on the agenda in accordance with these procedures.

III. PUBLIC HEARINGS

A. Generally.

Ordinances for second reading or items requiring a public hearing shall be placed on this portion of the agenda.

Individuals wishing to speak on matters that appear on the agenda as "Public Hearings" will be recognized by the Mayor. Individuals wishing to speak on matters that appear on the agenda as "Public Hearings" shall fill out a speaker's card and shall be recognized by the Mayor when called upon by the Clerk. The public shall be permitted to speak after the Mayor opens an item for Public Hearing. Discussion is limited to three (3) minutes per individual speaker, and five (5) minutes for a representative speaker for an association or group. After the Public Hearing is closed by the Mayor, only members of the Village Council or Staff shall be permitted to discuss the item.

B. Quasi-Judicial Items.

Florida courts have determined that there are certain types of matters that are to be treated differently than other issues considered by the Village Council. Most decisions of the Council are legislative in nature, which means that the Council is acting as a policy making body. In contrast, in quasi-judicial matters, the Council is applying existing rules and policies to a factual situation and is therefore acting like a judge or a jury in a courtroom. In such cases, the courts have decided that due process and fundamental fairness requires that more formal procedures be followed. The Village Attorney shall determine which matters are to be treated as quasi-judicial, and such items shall be noted as such on the agenda.

Quasi-judicial items shall be considered in accordance with the Village Code.

Individuals from the public shall be allotted three (3) minutes each (or such amount of time as determined by the presiding officer), to discuss the quasi-judicial item that is being considered. Representative speakers for an association or group shall be allotted five (5) minutes. The Village or the applicant may cross-examine any individual speaking on the item. Individuals wishing to speak on quasi-judicial items shall be collectively sworn in.

C. Waiver of Quasi-Judicial Hearing.

If the applicant or agent of the applicant agrees with the staff's recommendation and wishes to waive his or her right to a quasi-judicial hearing, and if no Councilmember or anyone from the audience wishes to speak for or against the quasi-judicial agenda item, the Council may vote on the item based upon the materials in the agenda back-up, without any discussion or debate on the agenda item.

IV. PUBLIC PARTICIPATION

A. Generally.

Public Participation shall be held in accordance with the agenda. Those wishing to speak on items that are not on the agenda but pertinent to the Village shall sign in on a form provided by the Village Clerk prior to the meeting. Those wishing to speak on a specific agenda item shall sign in on a form provided by the Village Clerk prior to the meeting and indicate which item they wish to speak on and whether they support or oppose the item, or are otherwise neutral. All public comment forms shall be provided to the Clerk prior to the agenda item being called. Once the agenda item is called, anyone who has not turned in a comment card will not be permitted to speak on that item. For those attending via approved remote means (e.g., Zoom, etc.), the attendee's hand must be raised prior to the item being called in order to speak on that item. The Village Clerk will call those persons wishing to speak in the order that they signed in. Public Comment shall be limited to three (3) minutes per individual speaker, and five (5) minutes for a representative speaker for an association or group. If a participant desires to present materials to the Council during Public Comment, the items shall be given to the Village Clerk before the meeting for distribution, including one full copy for the Village Clerk for the public record.

Each individual is requested to state his or her name and shall state the name of the entity represented (if applicable) and the item on the agenda to be addressed (if applicable). Each person addressing the Council shall approach the lectern and speak in an audible tone of voice for the record. Unless further time is granted by the Presiding Officer, each individual speaker shall speak only one time, per item, for up to three (3) minutes and representative speakers for an association or group shall speak for only one time, per item, for up to five (5) minutes. No person shall be allowed to donate his or her speaking time to another person. It is requested that All remarks ~~shall~~ be addressed to

the Council as a body and not to any member thereof. A person speaking on an item on the agenda shall limit their comments to matters relevant to the item. All people addressing the Council are strongly encouraged to refrain from making political statements ~~and shall not make or~~ personal attacks on any Councilmembers or any other individuals or entities. No person, other than the Council and the person having the floor, shall be permitted to enter into any discussion, either directly or through a member of the Council, without the permission of the Presiding Officer. No question shall be asked of a Councilmember except through the Presiding Officer.

After the Public Comment is closed by the Mayor, only members of the Village Council or Staff shall be permitted to discuss the item.

B. Documents.

If an individual wishes to present documents or evidence to the Council, he or she is requested to provide ten copies to the Village Clerk at least two weeks before the Council meeting for inclusion in the Council's agenda back-up. He or she shall not approach the dais to deliver documents directly to the Mayor or Councilmembers nor leave any materials on the dais. Paper copies (no larger than 11 inches x 17 inches) of any boards or charts, shall be provided to the Village Clerk prior to their use at the hearing. PowerPoint/computer presentations must be provided to the Village IT Department and Village Clerk as far in advance as possible. If these items are not provided until the start of the meeting the IT staff managing the broadcast will determine whether they have time to program them into the broadcast.

C. Representative Disclosure.

Any person who addresses the Council on behalf of an individual, corporation or special interest group for compensation must disclose that representation at the beginning of their comments, as described above in Section IV.A.

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No person shall engage in behavior that disrupts the proceedings of the Council. Council meetings are family-friendly and therefore profane, indecent or obscene language, content or conduct is not permitted.³ In addition, because the meetings are

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broadcast and rebroadcast through cable television and on the internet, any language that would not be permitted to be broadcast under FCC guidelines during day-time hours is not permitted during Council meetings. Sufficient warnings of inappropriate conduct may be given by the Presiding Officer at any time and, in the event that any individual shall continue to disrupt the proceeding, the Presiding Officer may then ask that the person be removed. Signs or placards may be brought to a Council meeting, but may not block any other attendee's view of the proceedings or interfere with any video, audio, stenographic or other recordings of the proceedings.

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A member of the public may submit multimedia content for use during his/her comments. For cyber security reasons, multimedia must be submitted via email attachment(s) to the Village Clerk's Office at least five (5) working days prior to the meeting. The Village can only accept common file types such as PDF documents, image files, Microsoft PowerPoint Presentations, and video files in MP4 format. No inappropriate content will be approved for display. Speakers with pre-approved content to display will be ordered first during public comment and subject to the allotted time restrictions.

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In the agenda package of the first meeting of each month, staff shall include reports as directed by the Village Council in a separate tab at the end of the agenda.

If a member of the Village Council has a question for staff regarding the contents of one of the reports or otherwise wishes to discuss the report, they may so indicate at this point in the agenda. If there are no questions, then the reports are included for informational purposes.

On a quarterly basis, the Village Manager will prepare and provide a report providing an update on the accomplishments and activities of each department for information and consideration by the Village Council. This report will be included in the agenda package in the month following the end of a fiscal year quarter.

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All meetings of the Village Council, whether special or regular, shall be adjourned no later than 10:00 P.M. However, the Village Council may continue the meeting beyond

10:00 P.M. in accordance with the Village Charter and Code. In any event, the motion to continue the meeting must provide for a specific time frame of no more than thirty (30) minutes that the Village Council will honor for purpose of continuing the meeting.

VII. WAIVER OF PROCEDURES

The procedures in Sections I through IV (except section III.B.) shall be automatically waived during a Declared State of Local Emergency, a Declared State of Emergency or other Village emergency situation to the extent necessitated by the emergency.

VIII. PREPARATION OF AGENDA ITEMS

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The Village Manager, Village staff (through the Manager), Village Attorney or any member of the Council may place items on the agenda. Resolutions, ordinances, motions, reports, and Mayor/Council communications shall be identified on the agenda as to the sponsoring Councilmember or Mayor or as a recommendation from the Village staff. Councilmembers wishing to place an item on the agenda shall submit their request for addition through an email to the Village Clerk. Agenda items must be relevant to Village business, and must be clear as to the intent to the item and the actions required of Village staff. Items that do not have sufficient back up materials and/or which are not clear or require additional information may be withheld from the agenda by the Manager until the appropriate information is received.

B. Agenda Closing Dates.

Except as determined by the Manager on a case-by-case basis, all information relating to items to be placed on the agenda shall be submitted to the Village Clerk by 12:00 noon no less than eight (8) days prior to the scheduled Village Council meeting during which the item will be heard, and not less than three (3) days prior to a Special Meeting. All appropriate background material shall accompany the item in the form of a Council communication/memorandum. The Mayor, as chair of the meeting, Village Manager, Village Clerk, and Village Attorney shall review all agenda items submitted by Councilmembers. Agenda items may be removed from the agenda by the Mayor, Village Manager or Village Clerk if it is determined that any agenda item is not in accordance with these procedures. The Village Attorney may remove any agenda item if it is determined that the item is not legally sufficient.

The Village Clerk will provide each member of the Council a preliminary agenda packet six (6) days prior to the scheduled Village Council meeting. A complete package of all agenda materials, including all back up materials, shall be provided to the Village Council no later than the Thursday evening prior to the date of the meeting. In the event that pertinent information relating to an agenda item is missing or not included in the agenda package, the Council may remove the items from the agenda at the meeting.

No additional items shall be added to the agenda after the agenda packet has been delivered to the Council unless by unanimous consent or a majority vote of the Village Council upon a determination that the item is necessary.

Requests for additions and/or deletions shall be provided to the Village Manager and Village Clerk no later than: (i) 5:00pm on the Thursday before the regular Village Council meeting; or (ii) 48 hours, not counting weekends or holidays, for any non-emergency special call meeting.⁴ No exceptions will be made to this requirement, unless such addition and/or deletion is of an emergency nature.

Exception for Emergency Meetings. In those instances where there is a Village meeting subject to Section 286.011, Florida Statutes, scheduled due to an emergency, and it is not possible to provide the Council with an agenda packet in accordance with time frames of this section, the Clerk shall provide the agenda packet at the earliest practicable time.

C. Preparation of Legislation.

A member of the Council who would like to request preparation of legislation by the Village Attorney or Staff shall place such requests for consideration under the "Mayor/Council Communications" section of the agenda. The request shall not be acted upon until the request is approved by a motion of the majority of the Council. However, the Mayor or a Councilmember may place any matter on the agenda for Council consideration, provided the item is approved by the Village Attorney as to legal sufficiency and otherwise satisfies applicable procedural requirements. The Village Attorney shall review these items without Village Council approval if, in the Village Attorney's opinion, it can be reviewed in a minimal amount of time. All Ordinances and Resolutions shall indicate the Councilmember or Village Staff member who requested the legislation. All

⁴ / For the Village Council's regular Tuesday/Thursday meeting schedule listed in section I.A. above, the time frame in this restriction will be counted from the Tuesday meeting.

Ordinances and Resolutions shall contain the name of each Councilmember and whether such member voted for, against or failed to vote for the item. All Ordinances and Resolutions, once approved, shall be executed by the Mayor. Unless otherwise required by law, digital signatures may be utilized.

D. Proclamations.

1. Generally.

The Mayor, any Councilmember, and Manager may request that the Mayor issue a proclamation. All requests for proclamations shall be made to the Mayor's office one week in advance, if possible. If the Mayor chooses not to issue a particular proclamation, the requesting Councilmember may bring that proclamation to the Council for consideration. All proclamations shall be issued by the Mayor's office. Every proclamation shall include the name of the Councilmember requesting the proclamation.

2. Request from the Public.

Requests by members of the public for recognition by the Village may be made to the Village Manager or any member of the Village Council.

Requests from the public must include the following information, and all information must be received in writing prior to the agenda publishing deadline for the meeting desired:

- Name of honoree(s) (A maximum of 5 persons for recognition can be accommodated at any one Village Council meeting);
- Description of accomplishment or recognition desired;
- Phone number of contact person and/or honoree;
- Details including dates, history, organizations involved, etc.; and
- Additional information may be required depending on the request.

3. Proclamation Criteria.

Proclamations must fit one of the following criteria:

- Must pertain to an organization existing, or an event occurring, within the Village or benefitting the Village.

- Must pertain to a government or governmental issue or governmental event at the local, state or federal levels.
- Must pertain to an individual who has resided or worked in the Village and/or made lasting contributions to the Village community at large.

E. Sequence of Agenda Items.

At the request of the any Councilmember and upon approval by majority vote, items on the agenda may be moved out of sequence in order to expedite the matters before the Council or for ease of reference and consideration.

Any item may be moved to a time certain upon a motion and majority vote. If an item has been scheduled for a time certain, all business shall stop at the time certain established by the Council and shall not resume until completion of the time certain item(s).

F. Council Work Requests.⁵

All requests for legal information shall be made to the Village Attorney only. When a Councilmember makes a request to the Village Attorney for information that in the opinion of the Village Attorney will involve a substantial or extensive expenditure of time and labor, the Councilmember shall place the item on the agenda under "Mayor/Council Communications." The request shall not be acted upon until the request is approved by a majority vote of the Council.

⁵ / This section does not include public records requests, which should be made directly to the Village Clerk's office.

Citizen Input

The Village Council welcomes and encourages citizen input and recognizes that public involvement is crucial to the success of the Village. Citizens have several opportunities to address issues and share information before the Council.

At each meeting, members of the public are invited to address the Council during the Public Comment section prior to the adoption of the consent agenda.

Persons seeking accommodation for a qualifying disability under the Americans with Disabilities Act (ADA) are requested to contact the Village Clerk at 305-664-6400 or Clerk@islamorada.fl.us with their request no less than five (5) business days prior to the meeting and complete a speaker's card identifying what accommodation is requested.

Citizen Input/Request(s) to Address the Village Council

Presentations to the Council are limited to three (3) minutes for each individual speaker and five (5) minutes for the representative of a designated group. Letters or e-mails submitted to each Councilmember and/or the Village Clerk prior to a Council Meeting will not additionally be read into the record at the meeting. It is requested that all statements be directed towards the Chair,, and that no person address or question Councilmembers individually. Councilmembers will not engage in a dialogue with persons making public comments. Furthermore, all speakers agree to abide by the Code of Conduct for Citizen Input and will begin their presentation by stating the full name, their address and their city or town of residence for the record.

Note: Please be aware that all communications, including emails sent to the Village Clerk, the Manager, Councilmembers, or employees of the Village, are considered public records. ([Florida Statute 119.01](#))

Code of Conduct for Citizen Input

- Persons will be recognized in the order in which the requests were received.
- Speakers are limited to three (3) minutes, or five (5) minutes for the representative of a designated group.
- Transfer of time between individuals and/or groups is not permitted.
- It is requested that all statements be directed to the presiding officer. Councilmembers will not engage in a dialogue with persons making public comment.
- Yelling out, anger, rudeness, ridicule, obscene or profane language, impatience, singing and lack of respect for others are not acceptable behavior.¹ At the discretion of the Chair, failure to abide by these rules may result in removal from a meeting.
- Demonstrations in support or opposition to a speaker or idea such as clapping, cheering, booing, hissing, or intimidating body language are not permitted.

¹ / As used in this sentence, the terms set forth therein are defined in accordance with prevailing law or, if undefined under prevailing law, via common dictionary definition.

- Persons representing a group or organization must present **written evidence** of their authority to speak for the group or organization at every council meeting, otherwise the three (3) minute rule shall apply.