

RESOLUTION NO. 21-12-123

A RESOLUTION OF THE VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA, APPROVING A FIRST AMENDMENT TO THE OPERATING AGREEMENT WITH FLORIDA BAY FOREVER SAVE OUR WATERS INC. FOR GREEN TURTLE HAMMOCK PRESERVE; AUTHORIZING THE VILLAGE MANAGER TO EXECUTE THE OPERATING AGREEMENT; AUTHORIZING THE VILLAGE MANAGER TO EXPEND BUDGETED FUNDS; AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, on February 25, 2021, the Village Council of Islamorada, Village of Islands (the "Village Council"), passed and adopted Resolution No. 21-02-19, thereby entering into an Operating Agreement (the "Agreement") with Florida Bay Forever Save Our Waters ("FBFSOW") to provide operations and maintenance at the Green Turtle Hammock Nature Preserve ("GTH"); and

WHEREAS, the intent of the Agreement is to provide certain aspects of operation, development, and maintenance at the GTH in accordance with the Florida Communities Trust ("FCT") Management Plan; and

WHEREAS, the Village has determined that certain obligations and facility expenses of FBFSOW outlined within the Agreement, are to be returned to the Village; and

WHEREAS, expenditures incurred for these responsibilities are to be accounted for through Parks & Recreation Impact Fee funds; and

WHEREAS, the Village Council has determined that entering into a First Amendment to the Agreement reflecting the revised elements therein, is in the best interests of the Village.

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

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

Resolution by this Reference.

Section 2. Approval of First Amendment. The Village Council hereby approves the First Amendment, attached hereto as Exhibit "A".

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

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

Section 5. Effective date. This Resolution shall take effect immediately upon its adoption.

Motion to adopt by Councilman David Webb, seconded by Mayor Pete Bacheler.

FINAL VOTE AT ADOPTION

VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS

| | |
|---------------------------------|-----------|
| Mayor Pete Bacheler | YES |
| Vice Mayor Henry Rosenthal | YES |
| Councilman Mark Gregg | ABSTAINED |
| Councilman Joseph B. Pinder III | YES |
| Councilman David Webb | YES |

PASSED AND ADOPTED THIS 16TH DAY OF DECEMBER, 2021.



PETE BACHELER, MAYOR

ATTEST:



KELLY TOTH, VILLAGE CLERK

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



ROGET V. BRYAN, VILLAGE ATTORNEY

**FIRST AMENDMENT TO
OPERATING AGREEMENT
Between
ISLAMORADA, VILLAGE OF ISLANDS
And
FLORIDA BAY FOREVER SAVE OUR WATERS INC.**

This First Amendment to the Operating Agreement (the "First Amendment") is made and entered into this 29th day of December, 2021, between Islamorada, Village of Islands ("VILLAGE") and Florida Bay Forever Save Our Waters, Inc. ("OPERATOR").

WHEREAS, the VILLAGE and OPERATOR entered into an Operating Agreement (the "Agreement") for operations and maintenance of certain aspects of the Green Turtle Hammock Nature Preserve ("GTH"), dated March 5, 2021 for a term of five (5) years through March 5, 2026; and

WHEREAS, the VILLAGE has determined that certain obligations and facility expenses of the OPERATOR, as outlined in the Agreement, are no longer required; and

WHEREAS, the VILLAGE has determined that these obligations and facility expenses can now be assumed by the VILLAGE; and

WHEREAS, the VILLAGE and OPERATOR desire to enter into this First Amendment to the Agreement to reflect these changes; and

WHEREAS, expenditures to be incurred by the VILLAGE for these services are to be accounted for through Parks & Recreation Impact Fee funds.

NOW THEREFORE, in consideration of mutual promises, covenants and contracts stated herein, and for other good and valuable consideration, the sufficiency of which is hereby acknowledged, VILLAGE and OPERATOR hereby agree as follows:

Section 1. Amendment to Operating Agreement. The Operating Agreement is amended to read as follows:

2.1 General Obligations of Operator. In connection with the foregoing, Operator agrees to comply with rules and regulations promulgated by the Village from time to time with respect to the Facility and with the requirements, terms and conditions of the Contract Documents. Operator shall conduct its operations in a professional, business-like manner and in accordance with the terms and conditions of this Agreement. Operator shall comply, on behalf of Village, with all administrative and reporting requirements as set forth in the Contract Documents and

will obtain Village's advance Reasonable Approval of all submissions required by those instruments. Operator shall cooperate with Village to implement capital improvements as may be required or as subsequently determined by the parties. Operator shall seek funding for capital improvements such as design of renovations to the Russell Cottage and classroom facility to meet compliance with the Americans with Disabilities Act, improvements to the trail system and for educational, recreational and community-based services to be provided at the Facility and shall use diligent efforts to obtain the funding needed for these purposes. Operator will be responsible for completing the necessary design and construction drawings ~~improvements to the Russell Cottage, classroom facility,~~ and adjacent parking area to meet compliance with the Americans with Disabilities Act for public access. The Village will be responsible for construction costs associated with these improvements. Operator will be responsible for completing improvements to the nature trail to include new interpretive signage. Operator will provide grant funds up to \$14,250.00 to complete a mutually agreeable interpretive, wayfinding, and trailhead signage project. The Village will be responsible for the balance of project costs. Operator will be responsible for the organization and hosting of all educational and interpretive programming at the Facility. Operator shall implement rules governing the conduct, demeanor, and performance of its officers, members, employees, agents, volunteers, independent contractors, representatives, lessees, guests, and invitees consistent with the operation of a professional business, attractive for public use, and in accordance with Governmental Requirements.

3.2 Facility Expenses. Operator is responsible for ~~utility costs including electric, water, and gas associated with operation of the Russell Cottage,~~ general maintenance, and repairs of the interior of the Russell Cottage, and personal Operating and Capital Expenses beginning on the Effective Date of this Agreement. The Village is responsible for utility costs including electric, water, and gas associated with operation of the Russell Cottage.

Section 2. No Further Modifications. All other terms and conditions of the existing Operating Agreement not in conflict or superseded by this First Amendment shall remain in full force and effect as if set forth herein.

(This Space is Intentionally Left Blank.)

IN WITNESS WHEREOF, the parties hereto have accepted, made and executed this First Amendment upon the terms and conditions above stated on the day and year first above written.

Attest:



Kelly Toth, Village Clerk

Approved as to Form and Legality
for the Use and Benefit of Islamorada,
Village of Islands only



Roget V. Bryan, Village Attorney

ISLAMORADA, VILLAGE OF ISLANDS

By: 

Gregory J. Gravec, Village Manager

Date: 12/21/2021

**FLORIDA BAY FOREVER SAVE OUR
WATERS**

By: 

Emma Haydocy, Executive Director

Date: 12/29/2021