

RESOLUTION NO. 21-11-114

A RESOLUTION OF THE VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA, APPROVING AMENDMENT 5 TO AGREEMENT NO. LP44052 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 AMENDMENT; AUTHORIZING THE VILLAGE MANAGER TO EXECUTE THE AMENDMENT; AND PROVIDING FOR AN EFFECTIVE DATE

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

WHEREAS, pursuant to Chapter 2016-225, Section 6, Laws of Florida, FY 16-17, which established the Florida Keys Stewardship Act, the Florida Department of Environmental Protection ("FDEP") is administering a grant program for distribution of funds appropriated by the Florida Legislature in the State of Florida's FY 2017-2018, FY 2018-2019 and FY 2019-2020 budgets; and

WHEREAS, on September 6, 2018, the Village Council of Islamorada, Village of Islands (the "Village Council") passed and adopted Resolution No. 18-09-88, thereby approving Agreement #LP44052 between FDEP and the Village for use of One Million Six Hundred Fifty Thousand Dollars (\$1,650,000.00) of Florida Keys Stewardship Acts funds for Hurricane Irma-related canal debris and sediment removal costs; and

WHEREAS, on March 14, 2019, the Village Council passed and adopted Resolution No. 19-03-14, thereby approving Amendment 1 to Agreement #LP44052 between FDEP and the Village for use of Fifty Thousand Dollars (\$50,000.00) of Florida Keys Stewardship Act funds for additional monitoring costs associated with the removal of debris and sediment from Village canals; and

WHEREAS, on December 12, 2019, the Village Council passed and adopted Resolution No. 19-12-114, thereby approving Amendment 2 to Agreement #LP44052 between FDEP and the

Village for use of Eight Hundred Thousand Dollars (\$800,000.00) of Florida Keys Stewardship Act funds for removal of debris and sediment from additional residential canals within the Village; and

WHEREAS, Amendments 3 and 4 were approved under the authority of the Village Manager to respectively extend the effective date of Agreement #LP44052, reallocate the available funds budget among the already approved tasks; and

WHEREAS, the work to remove Hurricane Irma-related debris and sediment from Village residential canals was completed in May 2021 and Three Hundred Thirty-one Thousand Two Hundred Twenty-one and 62/100 Dollars in Stewardship Act funds remains unused; and

WHEREAS, the Village requested a fifth amendment to Agreement No. LP44052 to utilize the remaining funds for costs to remove derelict vessels within the nearshore waters of the Village in partnership with Monroe County; and

WHEREAS, the Village Council finds that it is in the best interest of the Village to approve Amendment 5 to Agreement No. LP44052 through which the Village would receive reimbursement for derelict vessel removal costs added to the Grant Work Plan as set forth in the Amendment attached as Exhibit "A" hereto.

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

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

Section 2. Approval of Amendment. The Village Council hereby approves Amendment 5 to Agreement No. LP44052 between the Village and FDEP for the reimbursement of project costs, together with such non-material changes as may be acceptable to the Village Manager and approved as to form and legality by the Village Attorney.

Section 3. Authorization of Village Officials. The Village Manager and Village Attorney are authorized to take all steps necessary to finalize and implement the terms and conditions of the Amendment.

Section 4. Execution of Documents. The Village Manager is hereby designated as the authorized representative to execute the Amendment, which will become a binding obligation in accordance with its terms when signed by both parties. The Village Manager is authorized to represent the Village in carrying out the Village's responsibilities under the Amendment. The Village Manager is further authorized to delegate responsibility to appropriate Village staff to carry out technical, financial, and administrative activities associated with the Amendment.

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

Motion to adopt by Councilman David Webb, second by Vice Mayor Pete Bacheler

FINAL VOTE AT ADOPTION

VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA:

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

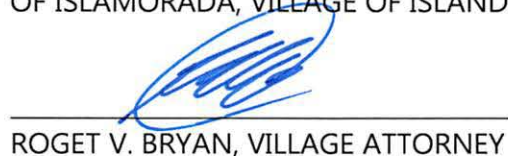
PASSED AND ADOPTED THIS 18th DAY OF NOVEMBER, 2021.


JOSEPH B. PINDER III, MAYOR

ATTEST:


KELLY TOTTH, VILLAGE CLERK

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


ROGET V. BRYAN, VILLAGE ATTORNEY

**AMENDMENT NO. 5
TO AGREEMENT NO. LP44052
BETWEEN
FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION
AND
VILLAGE OF ISLAMORADA**

This Amendment to Agreement No. LP44052 (Agreement), as previously amended, is made by and between the Department of Environmental Protection (Department), an agency of the State of Florida, and the Village of Islamorada (Grantee), on the date last signed below.

WHEREAS, the Department entered into the Agreement with the Grantee for Village of Islamorada Marine Debris and Sediment Removal and Related Services (Project), effective September 11, 2018; and,

WHEREAS, the Grantee has requested a revision in the scope of work, and a reallocation of the budget for the project, and an extension of the Agreement which is needed because of expansion of project scope; and,

WHEREAS, certain provisions of the Agreement need revision.

NOW THEREFORE, the parties agree as follows:

1. The Agreement is effective until October 31, 2024. The reimbursement period for this Agreement begins on July 1, 2018 and ends at the expiration of the Agreement. The Department and the Grantee shall continue to perform their respective duties during this extension period pursuant to the same terms and conditions provided in the Agreement.

2. Section 2.d. of Attachment 1 is deleted and replaced as follows:

This Agreement may be amended, through a formal amendment or a change order, only by a written agreement between both parties. A formal amendment to this Agreement is required for changes which cause any of the following: (1) an increase or decrease in the Agreement funding amount; (2) a change in Grantee's match requirements; (3) a change in the expiration date of the Agreement; and/or (4) changes to the cumulative amount of funding transfers between approved budget categories, as defined in Attachment 3, Grant Work Plan, that exceeds or is expected to exceed twenty percent (20%) of the total budget as last approved by Department. A change order to this Agreement may be used when: (1) task timelines within the current authorized Agreement period change; (2) the cumulative transfer of funds between approved budget categories, as defined in Attachment 3, Grant Work Plan, are less than twenty percent (20%) of the total budget as last approved by Department; (3) changing the current funding source as stated in the Standard Grant Agreement; and/or (4) fund transfers between budget categories for the purposes of meeting match requirements. This Agreement may be amended to provide for additional services if additional funding is made available by the Legislature.

3. **Attachment 3-4, Revised Grant Work Plan**, is hereby deleted in its entirety and replaced with **Attachment 3-5, Revised Grant Work Plan**, as attached to this Amendment and hereby incorporated into the Agreement. All references in the Agreement to **Attachment 3-4** shall hereinafter refer to **Attachment 3-5, Revised Grant Work Plan**.

4. All other terms and conditions of the Agreement remain in effect. If and to the extent that any inconsistency may appear between the Agreement and this Amendment, the provisions of this Amendment shall control.

The parties agree to the terms and conditions of this Amendment and have duly authorized their respective representatives to sign it on the dates indicated below.

VILLAGE OF ISAMORADA

By: 

Gregory J. Oravec, Village Manager

Date: 11/23/2021

STATE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION

By: Trina Vielhauer Digitally signed by Trina Vielhauer
Date: 2021.11.30 13:06:04 -05'00'

Trina L. Vielhauer, Division Director

Date: _____

Susan Leitholf Digitally signed by Susan
Leitholf
Date: 2021.11.24 08:58:21 -05'00'

Sue Leitholf, DEP Grant Manager

Gabby Vega-Molnar Digitally signed by Gabby Vega-
Molnar
Date: 2021.11.29 09:30:52 -05'00'

Gabby Vega-Molnar, DEP QC Reviewer

List of attachments/exhibits included as part of this Amendment:

Specify Type	Letter/ Number	Description (include number of pages)
<u>Attachment</u>	<u>3-5</u>	<u>Revised Grant Work Plan (4 Pages)</u>

ATTACHMENT 3 -5
REVISED GRANT WORK PLAN

PROJECT TITLE: Village of Islamorada Marine Debris and Sediment Removal and Related Services

PROJECT LOCATION: The Project will be located on canals and nearshore waters of the Village of Islamorada, in Monroe County, Florida

PROJECT BACKGROUND: In 2017, the Florida Keys was hit with a Category 4 hurricane that deposited large amounts of debris in the canals and waterways of Monroe County, Florida. Monroe County obtained a grant from the United States Department of Agriculture, Natural Resources Conservation Service (NRCS) to provide reimbursement for Hurricane Irma debris removal from the canals. The Village of Islamorada (Grantee) and Monroe County executed an interlocal agreement to have debris removed from the canals within the Grantee's boundaries.

The Project will positively affect the water quality in the Grantee's canals and adjacent nearshore waters which include the Florida Bay and Atlantic Ocean within the Florida Keys National Marine Sanctuary and surrounding the Florida Keys Area of Critical State Concern.

Hurricane related clean-up was completed in Spring/Summer of 2021 but derelict vessels (not Hurricane Irma related) remain in the Grantee's waterways posing threats to water quality and navigation. As in the hurricane-related work, this additional work will be conducted under an Interlocal Agreement with Monroe County.

PROJECT DESCRIPTION: The Grantee, through an Interlocal Agreement with Monroe County will perform debris removal from canals and nearshore waters and perform related activities including:

- mangrove trimming
- organic sediment, silt, and sand removal
- sorting and reduction of debris
- transportation and disposal of the material from the temporary debris management areas to final disposal sites
- derelict vessel recovery
- associated debris monitoring services.

The Grantee will also utilize a contractor to provide project management to confirm compliance with NRCS requirements and all state statutes and local ordinances. The Grantee's consultant shall provide project management and disaster related services in canals and temporary debris management area (TDMA) sites. Additionally, the grantee will utilize a contractor for the non-hurricane related derelict vessel removal. The consultant will oversee the contractor activity and manage the marine debris site and address daily safety reports and corrective action recommendations. The Grantee will monitor the activities conducted under local, state and federal permit requirements for applicable marine debris removal work.

The Grantee does not anticipate that the funding under this Agreement will result in a fully completed project, so this Agreement will cover a portion of the work.

TASKS:

All documentation should be submitted electronically unless otherwise indicated

Task 1a: Removal of Sediment Accumulation from NRCS-eligible funded canals (COMPLETE)

Deliverables: The Grantee will remove marine debris and perform related activities in canals and nearshore waters in accordance with the debris removal contract document.

Documentation: The Grantee will submit a signed acceptance of the completed work to date by the Grantee and records of the amount of debris removed and any records associated with disposal of the removed material.

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

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

Task 1b: Removal of Sediment Accumulation from NRCS-ineligible funded canals (COMPLETE)

Deliverables: The Grantee will remove marine debris and perform related activities in canals and nearshore waters in accordance with the debris removal contract document.

Documentation: The Grantee will submit a signed acceptance of the completed work to date by the Grantee and records of the amount of debris removed and any records associated with disposal of the removed material.

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

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

Task 2: Project Management and Disaster Related Services (COMPLETE)

Deliverables: The Grantee will utilize a contractor to provide project management and other disaster related services to confirm compliance with NRCS requirements and all state statutes and local ordinances.

Documentation: The Grantee will submit interim progress status summaries including summary of inspections, meeting minutes and field notes, as applicable.

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

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

Task 3: Project Management (non-Hurricane related)

Deliverables: The Grantee will perform project management, to include field engineering services, construction observation, site meetings with construction contractor(s) and design professionals, and overall project coordination and supervision.

Documentation: The Grantee will submit interim progress status summaries including summary of inspection(s), meeting minutes and field notes, as applicable.

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

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

Task 4: Derelict Vessel removal (non-Hurricane related)

Deliverables: The Grantee will remove derelict vessels in accordance with the construction contract documents.

Documentation: The Grantee will submit 1) a copy of the final design; 2) a signed acceptance of the completed work to date, as provided in the Grantee's Certification of Payment Request; and 3) a signed Engineer's Certification of Payment Request.

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

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

PROJECT TIMELINE & BUDGET DETAIL: The tasks must be completed by, and all deliverables received by, the corresponding task end date.

Task No.	Task Title	Budget Category	Budget Amount	Task Start Date	Task End Date
1a	Removal of Marine Debris and Sediment from NRCS-eligible funded canals	Contractual Services	\$782,937.03	07/01/2018	08/31/2021
1b	Removal of Sediment Accumulation from NRCS-ineligible funded canals	Contractual Services	\$1,372,722.00	07/01/2018	08/31/2021
2	Project Management (Hurricane-related)	Contractual Services	\$255,119.35	07/01/2018	08/31/2021
3	Project Management (non-Hurricane related)	Contractual Services	\$33,922.16	07/01/2018	03/31/2024
4	Derelict Vessel Removal (non-Hurricane related)	Contractual Services	\$305,299.46	07/01/2018	03/31/2024
Total:			\$2,750,000.00		

Note that, per paragraph 8.h. of the agreement, authorization for continuation and completion of work and any associated payments may be rescinded, with proper notice, at the discretion of the Department if the Legislature reduces or eliminates appropriations. Extending the contract end date carries the risk that funds for this project may become unavailable in the future. This should be a consideration for the Grantee with this and future requests for extension.