

RESOLUTION NO. 24-01-03

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 2024-2025; 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 2024-2025; 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 2024-2025; 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 2024-2025, 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 Mark Gregg, second by Sharon Mahoney.

PASSED AND ADOPTED ON THIS 9th DAY OF JANUARY 2024.

FINAL VOTE AT ADOPTION

VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS

Mayor Joseph B. Pinder III	<u>Yes</u>
Vice Mayor Sharon Mahoney	<u>Yes</u>
Councilman Mark Gregg	<u>Yes</u>
Councilwoman Elizabeth Jolin	<u>Yes</u>
Councilman Henry Rosenthal	<u>Yes</u>

DocuSigned by:
Joseph B. Pinder III
F8EB3A68DD794EF...
JOSEPH B. PINDER, III, MAYOR

ATTEST:

DocuSigned by:
Marne K. McGrath
008BA9A9B2704D5...
MARNE MCGRATH, VILLAGE CLERK

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

DocuSigned by:
John J. Quick
362BFAA7FDD8417...
JOHN J. QUICK, INTERIM VILLAGE ATTORNEY



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

THIS AGREEMENT (this "Agreement") is made effective as of the ___ day of January 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 November 13, 2023, the Contractor presented its Proposal to provide consulting services for Fiscal Year 2024-2025 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
village.manager@islamorada.fl.us

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

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

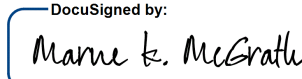
[Remainder of page intentionally left blank. Signature pages follow.]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day and year as first stated above.

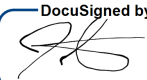
ISLAMORADA, VILLAGE OF ISLANDS

By: 
Print Name: Kimberly Matthews
Village Manager

Attest:

By: 
Marne McGrath
Village Clerk

Approved as to form and legal sufficiency:

By: 
Weiss Serota Helfman Cole & Bierman, P.L.
Village Attorney

CONTRACTOR

By: 

Name: Ian Alderson

Title: Senior Vice President

Entity: Anser Advisory, LLC

Witness: Sandi Neubarth
Name: Sandi Neubarth

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-participation/enrollment-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: Ian Alderson

Witness #2 Print Name: _____

Title: Senior Vice President

Entity Name: Anser Advisory, LLC

ACKNOWLEDGMENT

State of Florida

County of Orange

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☒ online notarization, this 5th day of December, 2023 by Ian Alderson (name of person) as SVP (type of authority) for Anser Advisory (name of party on behalf of whom instrument is executed).



Trina D. McWilliams
Notary Public
State of Florida
Comm# HH023978
Expires 7/27/2024

Trina D. McWilliams
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

EXHIBIT "A"
SCOPE OF SERVICES

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

[ATTACH CONTRACTOR'S PROPOSAL]



1500 Mahan Dr Ste 250, Tallahassee, FL 32308

(850) 681-3717
info@anseradvisory.com



November 13, 2023

Via Electronic Mail

Ms. Maria T. Bassett, Finance Director
Islamorada, Village of Islands
86800 Overseas Hwy, 3rd Floor
Islamorada, FL 33036

Re: Village of Islamorada Annual Assessment Programs: Continuing Services

Dear Maria,

This correspondence is written to present a scope of services and fees for Anser Advisory Consulting, LLC, formerly known as Government Services Group, Inc. ("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 2024-25.

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
Assistant Director
Sandi.Neubarth@anseradvisory.com

Appendix A

ANNUAL SOLID WASTE ASSESSMENT PROGRAM FISCAL YEAR 2024-25

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
Assistant 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 \$1.53 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 2024-25)

Event	Schedule
Notice to Proceed	December 2023
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 2024-25:**

BY _____
VILLAGE OF ISLAMORADA

DATE

Appendix B

ANNUAL STORMWATER ASSESSMENT PROGRAM FISCAL YEAR 2024-25

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
Assistant 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 \$1.53 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 2024-25)

Event	Schedule
Notice to Proceed	December 2023
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
September	25% of professional services fee	\$1,625.00
Total		\$6,500.00

**STORMWATER ASSESSMENT PROGRAM
ACCEPTED AND AGREED TO FOR FISCAL YEAR 2024-25:**

BY _____
VILLAGE OF ISLAMORADA

DATE

Appendix C

ANNUAL WASTEWATER IMPROVEMENT ASSESSMENT PROGRAMS FISCAL YEAR 2024-25

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
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Assistant 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 \$1.53 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 2024-25)

Event	Schedule
Notice to Proceed	December 2023
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 2024-25:

DocuSigned by:
Kimberly Matthews
560F85C7F21440D...

1/16/2024

BY

VILLAGE OF ISLAMORADA

DATE