

RESOLUTION NO. 24-10-113

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

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

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

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

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

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

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

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

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

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

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

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

Section 3. Authorization of Village Officials. The Village Manager and/or designee and the Village Attorney are authorized to take all actions necessary to implement the terms and conditions of Work Authorization No. 1.

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

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

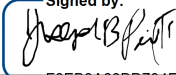
Motion to adopt by Elizabeth Jolin, seconded by Mark Gregg.

FINAL VOTE AT ADOPTION

VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS

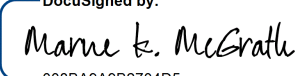
Mayor Joseph B. Pinder III	Yes
Vice Mayor Sharon Mahoney	Yes
Councilman Mark Gregg	Yes
Councilwoman Elizabeth Jolin	Yes
Councilman Henry Rosenthal	Yes

PASSED AND ADOPTED THIS 8th DAY OF OCTOBER, 2024.

Signed by:


F8EB3A08BD794EF...
JOSEPH B. PINDER III, MAYOR

ATTEST:

DocuSigned by:


008BA0A0B2704D6...
MARNE MCGRATH, VILLAGE CLERK

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

Signed by:


362BFAA7FDD0417...
JOHN J. QUICK, VILLAGE ATTORNEY





312 SE 17th Street, Suite 200
Fort Lauderdale, FL 33316

Corporate Headquarters
6575 West Loop South, Suite 300
Bellaire, TX 77401

July 17, 2024

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

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

Dear Mr. Frezza:

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

Background Information

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

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

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

Proposed Scope of Services

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



Task 1: Desktop Review

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

Task 2: Field Review

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

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

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

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

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

TASK 3A: PERMITTING REQUIREMENTS

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

TASK 3B: BREAKWATER/ARTIFICIAL REEF OPTIONS

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

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

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

Task 5: Review Feasibility Study Report with Staff and Finalize

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



Assumptions

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

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

Fees

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

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

Schedule

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

Authorization

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

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

Sincerely,

RES Florida Consulting, LLC

Thomas LaRoue
Engineering Division Manager
tlaroue@res.us | 727-457-9981

Jennifer Savaro
Coastal Department Manager
jsavaro@res.us | 610-304-2165

Exhibit "A"

PROJECT AGREEMENT

Between

ISLAMORADA, VILLAGE OF ISLANDS

And

RES FLORIDA CONSULTING, LLC.

For

Work Authorization No. 1

Environmental Support Services

This Project Agreement between ISLAMORADA, VILLAGE OF ISLANDS (hereinafter referred to as "VILLAGE") and RES FLORIDA CONSULTING, LLC (hereinafter referred to as "CONSULTANT"), hereby authorizes the CONSULTANT to provide the services as set forth below:

WHEREAS, the VILLAGE and CONSULTANT have entered into a continuing services agreement with RES FLORIDA CONSULTING, LLC formerly known as E-SCIENCES, INCORPORATED dated September 28, 2020, pursuant to RFQ #20-03, (the "Continuing Contract") and CONSULTANT has been approved to provide the services contemplated herein; and

WHEREAS, the VILLAGE and CONSULTANT desire to enter into this Work Authorization for the CONSULTANT to provide services to complete a comprehensive Feasibility Study for Breakwater/artificial reef at Sea Oats Beach and Upper Matecumbe Beach, as further described in Exhibit "1" attached hereto (the "Project"), in accordance with the terms and conditions of this Work Authorization.

The VILLAGE and CONSULTANT agree as follows:

SECTION 1. SCOPE OF SERVICES

1.1 The CONSULTANT shall provide consulting services to the VILLAGE for the Project as described in the proposal attached as Exhibit "1" to complete a feasibility study for a breakwater/artificial reef at the two identified locations in Islamorada for shoreline stabilization.

1.2 The "Scope of Services" and tasks to be provided by the CONSULTANT for this Project are those services and tasks as listed in Exhibit "1."

1.3 The VILLAGE may request changes that would increase, decrease, or otherwise modify the Scope of Services. Such changes must be contained in a written change order executed by the parties in accordance with the provisions of the Continuing Contract, prior to any deviation from the terms of the Project Agreement, including the initiation of any extra work.

SECTION 2. DELIVERABLES

As part of the Scope of Services the CONSULTANT shall provide to the VILLAGE the following Deliverables:

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

Unless otherwise stated, the CONSULTANT will provide draft and site plans, and other materials prepared for the PROJECT in both paper and electronic formats as appropriate, excluding material that is available only as photocopy to the VILLAGE. The VILLAGE shall be provided copies of all correspondence from CONSULTANT to any public or private entity or individual and all correspondence received by the CONSULTANT for the PROJECT.

SECTION 3. TERM/TIME OF PERFORMANCE/DAMAGES

3.1 Term. This Project Agreement shall commence on the date this Agreement is fully executed by all parties and shall continue in full force and effect through, **December 31, 2026,**

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

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

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

3.4 All limitations of time set forth in this Agreement are of the essence.

SECTION 4. AMOUNT, BASIS AND METHOD OF COMPENSATION

4.1 Lump Sum Compensation. VILLAGE agrees to pay CONSULTANT an amount not to exceed Fifty Thousand Four Hundred Seventy-five Dollars **(\$50,475.00)** as compensation for performance of all services related to the Project. It is understood that the method of compensation is that of lump sum which means that CONSULTANT shall perform all services set forth for total compensation in the amount stated above. Said lump sum includes but is not limited to, compensation for all fees, expenses, and out-of-pocket costs of the CONSULTANT.

4.2 Reimbursables. It is acknowledged and agreed to by CONSULTANT that the lump sum amount set forth in Section 4.1 includes Direct Expenses and describes the maximum extent of VILLAGE'S obligation to reimburse CONSULTANT for direct, non-salary expenses, but does not constitute a limitation, of any sort, upon CONSULTANT'S obligation to incur such expenses in the performance of services hereunder.

SECTION 5. BILLING AND PAYMENTS TO THE CONSULTANT

5.1 Invoices.

5.1.1 Lump Sum Compensation. CONSULTANT shall submit invoices which are identified by the specific project number on a monthly basis and in a timely manner. These invoices shall identify the nature of the work performed, the phase of work, and the estimated percent of work accomplished. Invoices for each phase shall not exceed the amounts allocated to said phase. The statement shall show a summary of fees with accrual of the total and credits for portions paid previously.

5.1.2 Disputed Invoices. In the event all or a portion of an invoice submitted to the VILLAGE for payment to the CONSULTANT is disputed, or additional backup documentation is required, the Village Manager shall notify the CONSULTANT within fifteen (15) working days of receipt of the invoice of such objection, modification or additional documentation request. The CONSULTANT shall provide the VILLAGE with a written response and any additional information requested by the VILLAGE within five (5) working days of the date of the VILLAGE'S notice. The VILLAGE may request additional information, including but not limited to, all invoices, time records, expense records, accounting records, and payment records of the CONSULTANT. The VILLAGE, at its sole discretion, may pay to the CONSULTANT the undisputed portion of the invoice.

5.2 Suspension of Payment. In the event that the VILLAGE becomes credibly informed that any representations of the CONSULTANT, provided pursuant to Subparagraph 5.1, are wholly or partially inaccurate, or in the event that the CONSULTANT is not in compliance with any term or condition of this Project Agreement, the VILLAGE may withhold payment of sums then or in the future otherwise due to the CONSULTANT until the inaccuracy, or other breach of Project Agreement, and the cause thereof, is corrected to the VILLAGE'S reasonable satisfaction.

5.3 Final Payment. Submission of the CONSULTANT'S invoice for final payment and reimbursement shall constitute the CONSULTANT'S representation to the VILLAGE that, upon receipt from the VILLAGE of the amount invoiced, all obligations of the CONSULTANT to others, including its Subconsultants, incurred in connection with the Project, shall be paid in full. The CONSULTANT shall deliver to the VILLAGE all documents and computer files requested by the VILLAGE evidencing payment to any and all subcontractors, and all final specifications, plans or other documents as dictated in the Scope of Services and Deliverables. Acceptance of final payment shall constitute a waiver of all claims against the VILLAGE by the CONSULTANT.

SECTION 6. TERMINATION/SUSPENSION

6.1 For Cause. This Agreement may be terminated by either party upon seven (7) calendar days written notice to the other for breach of any material term or condition of this Agreement. In the event that CONSULTANT abandons this Agreement or causes it to be terminated by the VILLAGE, the CONSULTANT shall indemnify the VILLAGE against any loss pertaining to this termination. In the event that the CONSULTANT is terminated by the VILLAGE for cause and it is subsequently determined by a court of competent jurisdiction that such termination was without cause, such termination shall thereupon be deemed a termination for convenience under Section 6.2 and the provisions of Section 6.2 shall apply.

6.2 For Convenience. This Agreement may be terminated by the VILLAGE for convenience upon five (5) calendar days written notice to the CONSULTANT. In the event of such a termination, the CONSULTANT shall incur no further obligations in connection with the Project and shall, to the extent possible terminate any outstanding subconsultant obligations. The CONSULTANT shall be compensated for all services performed to the satisfaction of the VILLAGE and reimbursable expenses incurred prior to the date of termination. In such event, the

CONSULTANT shall promptly submit to the VILLAGE its invoice for final payment and reimbursement which invoice shall comply with the provisions of Paragraph 5.1. Under no circumstances shall the VILLAGE make payment of profit to the CONSULTANT for services which have not been performed.

6.3 Assignment Upon Termination. Upon termination of this Project Agreement, the work product of the CONSULTANT shall become the property of the VILLAGE and the CONSULTANT shall, within ten (10) working days of receipt of written direction from the VILLAGE, transfer to either the VILLAGE or its authorized designee, all work product in its possession, including but not limited to, designs, specifications, drawings, studies, reports and all other documents and digital data in the possession of the CONSULTANT pertaining to this Project Agreement. Upon the VILLAGE'S request, the CONSULTANT shall additionally assign its rights, title and interest under any subcontractor's agreements to the VILLAGE.

6.4 Suspension for Convenience. The VILLAGE shall have the right at any time to direct the CONSULTANT to suspend its performance, or any designated part thereof, for any reason whatsoever, or without reason, for a cumulative period of up to five (5) calendar days. If any such suspension is directed by the VILLAGE, the CONSULTANT shall immediately comply with same. In the event the VILLAGE directs a suspension of performance as provided herein, through no fault of the CONSULTANT, the VILLAGE shall pay the CONSULTANT as full compensation for such suspension the CONSULTANT'S reasonable costs, actually incurred and paid, of demobilization and remobilization.

SECTION 7. PERSONNEL ASSIGNED TO PROJECT

7.1 The CONSULTANT shall assign only qualified personnel to perform any services concerning this Project. At the time of execution of this Agreement, the parties anticipate that the following named individuals will perform those supervisory or primary functions indicated:

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

Patrick Shearer	Engineer

So long as the individuals named above remain actively employed or retained by the CONSULTANT, they shall perform the functions indicated next to their names. Furthermore, the VILLAGE reserves the right to reject any proposed substitution for any of the above-named individuals, and the VILLAGE shall have the further right to require that any individual assigned to the Project by the CONSULTANT be removed from the Project and reassigned for good cause.

SECTION 8. INCORPORATION OF CONTINUING CONTRACT

All terms and conditions of the Continuing Contract not specifically modified by this Project Agreement shall remain in full force and effect and are incorporated into and made a part of this Project Agreement by this reference as though set forth in full.

SECTION 9. SEVERABILITY

If any provision of this Project Agreement or its application to any person or situation shall to any extent, be invalid or unenforceable, the remainder of this Project Agreement, and the application of such provisions to persons or situations other than those to which it shall have been held invalid or unenforceable shall not be affected thereby, and shall continue in full force and effect, and be enforced to the fullest extent permitted by law.

SECTION 10. MISCELLANEOUS

10.1 Public Records. VILLAGE is a public agency subject to Chapter 119, Florida Statutes. To the extent that CONTRACTOR is acting on behalf of VILLAGE pursuant to Section 119.0701, Florida Statutes, CONTRACTOR shall:

- a. Keep and maintain public records that ordinarily and necessarily would be required to be kept and maintained by VILLAGE were VILLAGE performing the services under this Project Agreement;
- b. Provide the public with access to such public records on the same terms and conditions that the County would provide the records and at a cost that does not exceed that provided in Chapter 119, Florida Statutes, or as otherwise provided by law;
- c. Ensure that public records that are exempt or that are confidential and exempt from public record requirements are not disclosed except as authorized by law; and

- d. Meet all requirements for retaining public records and transfer to VILLAGE, at no cost, all public records in possession of the CONTRACTOR upon termination of this Project Agreement and destroy any duplicate public records that are exempt or confidential and exempt. All records stored electronically must be provided to the VILLAGE.

IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS PROJECT AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 305-664-6412, Clerk@islamorada.fl.us, or by mail: Village Clerk, 868800 Overseas Highway, Islamorada, FL 33036.

10.2 No Contingent Fees. CONTRACTOR warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the CONTRACTOR, to solicit or secure this Project Agreement, and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for CONTRACTOR, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Project Agreement. For the breach or violation of this provision, the VILLAGE shall have the right to terminate the Project Agreement without liability at its discretion, to deduct from the contract price, or otherwise recover the full amount of such fee, commission, percentage, gift or consideration.

10.3 E-Verify. CONTRACTOR shall comply with Section 448.095, Fla. Stat., "Employment Eligibility," including the registration and use of the E-Verify system to verify the work authorization status of employees. Failure to comply with Section 448.095, Fla. Stat. shall result in termination of this Contract. Any challenge to termination under this provision must be filed in the Circuit Court no later than 20 calendar days after the date of termination. If this Project Agreement is terminated for a violation of the statute by CONTRACTOR, CONTRACTOR may not be awarded a public contract for a period of 1 year after the date of termination.

10.4 Scrutinized Companies. CONTRACTOR certifies that it and its subconsultants are not on the Scrutinized Companies that Boycott Israel List. Pursuant to Section 287.135, F.S., the VILLAGE may immediately terminate this Project Agreement at its sole option if the CONTRACTOR or its subconsultants are found to have submitted a false certification; or if CONTRACTOR, or its subconsultants are placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of the Project Agreement.

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

[Remainder of this page intentionally left blank]

Affidavit Attesting to Noncoercive Conduct for Labor or Services

Nongovernment Entity name: Res Florida Consulting, LLC ("**Vendor**")
Vendor FEIN: 59-3667002
Address: 34 E. Pine St.
City: Orlando State: FL Zip: 32801
Phone number: 407-481-9006 Email Address: jfreedman@res.us

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: Justin Freedman, General Manager

Date: October 22, 2024

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:  DocuSigned by:
70DC6F73F08C460...
Robert Cole, Village Manager

The 28th day of october, 2024.

AUTHENTICATION:

 DocuSigned by:
008BA9A9B2704D5...
Marne McGrath, Village Clerk

(SEAL)

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

 Signed by:
362BFAA7FDD417...
John J. Quick, Village Attorney

CONSULTANT

RES FLORIDA CONSULTING, LLC.



By: _____

Print Name: Justin Freedman

Title: General Manager

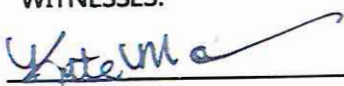
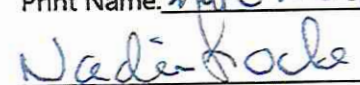
The 22nd day of October, 2024

AUTHENTICATE:


Secretary
Sam Burley
Print Name



WITNESSES:


Print Name: Kate McGarr

Print Name: NADIA LOCKE