

RESOLUTION NO. 22-07-72

A RESOLUTION OF THE VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA APPROVING THE FRIST AMENDMENT TO THE INTERLOCAL AGREEMENT BETWEEN THE FLORIDA KEYS AQUEDUCT AUTHORITY AND ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA, FOR WASTEWATER BILLING SERVICES; AUTHORIZING THE VILLAGE MANAGER TO EXECUTE THE AGREEMENT; AUTHORIZING VILLAGE OFFICIALS TO IMPLEMENT THE TERMS AND CONDITIONS OF THE INTERLOCAL AGREEMENT; AUTHORIZING THE VILLAGE MANAGER TO EXPEND THE BUDGETED FUNDS; AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, the Florida Keys Aqueduct Authority (the "FKAA") is the sole provider of potable water for all residents of the Florida Keys, and also provides billing services for wastewater utilities throughout the Florida Keys including the Key Largo Wastewater Treatment District, the City of Marathon, Monroe County and others; and

WHEREAS, on May 23, 2006, Islamorada, Village of Islands (the "Village") entered into an Interlocal Agreement with the Florida Keys Aqueduct Authority (the "FKAA"), whereby the FKAA, for specified compensation, would invoice Village customers for Village wastewater charges and transfer to the Village the wastewater charges collected, net of agreed FKAA service charges, for the period of June 2, 2006 through June 2, 2009; and

WHEREAS, on June 25, 2009, pursuant to Resolution No. 09-05-31, the Village and the FKAA entered into a First Amendment to the Interlocal Agreement, extending the term through June 1, 2014; and

WHEREAS, on June 1, 2010, pursuant to Resolution No. 10-05-34, the Village and the FKAA entered into a Second Amendment to the Interlocal Agreement to reduce the monthly service rate charged to the Village from \$2.05 to 1.07 per bill generated for that month; and

WHEREAS, on May 19, 2014, pursuant to Section 2.03 of the Interlocal Agreement, the Village Manager and the FKAA agreed in writing to extend the terms and conditions of the Interlocal Agreement, as amended, through July 30, 2014; and

WHEREAS, on July 30, 2014, pursuant to Section 2.03 of the Interlocal Agreement, the Village Manager and the FKAA agreed in writing to extend the terms and conditions of the Interlocal Agreement, as amended, through May 31, 2015; and

WHEREAS, the FKAA has continued to provide wastewater billing services to the Village since the expiration of the Interlocal Agreement, pending execution of an updated Interlocal Agreement; and

WHEREAS, on July 29, 2015, the FKAA presented a new Interlocal Agreement (the "Agreement") to the Village for an initial two-year period and clarifying term renewal language to allow for automatic two-year renewals unless terminated in writing by either party with sufficient notice, and establishing October 1 as the date upon which inflationary indices are applied to the billing rate charged to the Village each year; and

WHEREAS, FKAA and the Village find it necessary to further amend the 2015 Interlocal Agreement to provide for a change in the Term and a change to the Charges for Service through a First Amendment; and

WHEREAS, the Village Council desires to continue to utilize the FKAA's services for wastewater billing; and

WHEREAS, the Village Council finds that approval of the First Amendment 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 reference.

Section 2. Approval of First Amendment. The Village Council of Islamorada, Village of Islands hereby approves the First Amendment to the 2015 Interlocal Agreement between the FCAA and the Village, attached hereto as Exhibit "A", together with such non-material changes as may be acceptable to the Village Manager and approved as to form and legality by the Village Attorney.

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

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

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

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

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Motion to adopt by Councilman David Webb, second by Councilman Mark Gregg.

FINAL VOTE AT ADOPTION

VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA:

Mayor Pete Bacheler	YES
Vice Mayor Henry Rosenthal	NO
Councilman Mark Gregg	YES
Councilman Joseph B. Pinder III	YES
Councilman David Webb	YES

PASSED AND ADOPTED THIS 14th DAY OF JULY, 2022.



PETE BACHELER, MAYOR

ATTEST:



MARNE MCGRATH, VILLAGE CLERK

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



JOHN J. QUICK, INTERIM VILLAGE ATTORNEY

**FIRST AMENDMENT TO 2015 INTERLOCAL
AGREEMENT
BETWEEN
THE FLORIDA KEYS AQUEDUCT AUTHORITY
AND
ISLAMORADA, VILLAGE OF ISLANDS**

THIS AMENDMENT TO INTERLOCAL AGREEMENT (this "Amendment") is entered into by and between the Florida Keys Aqueduct Authority (the "Authority"), an independent special district, and Islamorada, Village of Islands, Florida, a Florida municipal corporation (the "Village").

WHEREAS, the Authority was recreated in 1976 by the Legislature of the State of Florida. Chapter 76-441, Laws of Florida, said law having been amended from time to time, for purposes of obtaining, supplying, and distributing an adequate supply of water to the Florida Keys and to purchase, construct, acquire, operate, manage, and control wastewater systems; and

WHEREAS, the Village is a Florida municipality and has created a wastewater utility to service the Village; and

WHEREAS, the Authority generates records of water usage by its customers within the boundaries of the Village, which records are capable of being used to calculate wastewater charges imposed by the Village, and the Authority has in place a billing system capable of being modified to incorporate billing for Village wastewater charges; and

WHEREAS, on May 23, 2006, the Authority and the Village entered into an Interlocal Agreement (the "Interlocal Agreement") whereby the Authority, for compensation, began billing Village customers for Village wastewater charges and collects and transmits those charges, net of Authority fees, to the Village; and

WHEREAS, on June 25, 2009, the Authority and the Village entered into a First Amendment to the 2006 Interlocal Agreement extending and changing the Term; and

WHEREAS, on June 1, 2010, the Authority and the Village entered into a Second Amendment to the 2006 Interlocal Agreement providing for automatic renewals of its two-year term unless otherwise terminated by one of the parties and modifying certain payment charges; and

WHEREAS, on August 26, 2015, the Authority and the Village entered into a new Interlocal Agreement modifying various terms from the 2006 Interlocal Agreement (as previously amended) including the indexing of the rates charged; and

WHEREAS, the parties find it is necessary to further amend the 2015 Interlocal Agreement to provide for a change in the Term and a change to the Charges for Service; and

WHEREAS, the parties have the legal authority to enter into this First Amendment to the 2015 Interlocal Agreement and to implement its terms:


NOW, THEREFORE, in consideration of the mutual covenants, representations and promises set forth in this Amendment and for other good and valuable consideration each to the other, receipt of which is hereby acknowledged by each party, the Authority and the Village hereby agree, stipulate, and covenant as follows: The following language shall be added to SECTION 2.05

1. *Beginning October 1, 2022, the Village will reimburse the Authority 2.5% credit card fees incurred on all credit card payments made by the Village customers. The credit card fee may be increased at the Authority based on credit card fee increases incurred by the Authority.*
2. **No Further Modifications.** All other provisions of the Interlocal Agreement dated August 26, 2015, not inconsistent herewith, shall remain in full force and effect.
3. **EFFECTIVE DATE:** This First Amendment to the 2015 Interlocal Agreement shall become effective October 1, 2022.

IN WITNESS WHEREOF, the parties have caused this Amendment to be executed in counterparts on their behalf by the Authority Director and the Village Manager.

FKAA Board Approved: June 28, 2022.

FLORIDA KEYS AQUEDUCT AUTHORITY

By: 
Kerry G. Shelby, Executive Director

ATTEST:


Clerk

**ISLAMORADA, VILLAGE OF ISLANDS,
A Florida municipal corporation**

By:  7/19/22
Maria Bassett, Acting Village Manager

ATTEST:


Clerk