

RESOLUTION NO. 23-12-137

A RESOLUTION OF THE VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA, APPROVING AN INTERLOCAL AGREEMENT WITH THE MONROE COUNTY COMPREHENSIVE PLAN LAND AUTHORITY, REGARDING THE ADMINISTRATION OF LAND ACQUISITION PROGRAMS; AUTHORIZING VILLAGE OFFICIALS TO IMPLEMENT THE TERMS AND CONDITIONS OF THE AGREEMENT; AUTHORIZING THE VILLAGE MANAGER TO EXECUTE THE AGREEMENT; AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, the Monroe County Land Authority (the "Land Authority") is an agency which specializes in the acquisition of land and has experience and expertise in acquisitions of land for conservation, affordable housing and prevention of private property takings claims; and

WHEREAS, the Land Authority, in part, receives funding intended for use within the jurisdictional boundaries of the entire Keys, including within Islamorada, Village of Islands (the "Village"); and

WHEREAS, the Village desires to utilize the expertise and experience of the Land Authority to assist the Village in acquiring properties whereby the purchase may require the Village to share in the cost or pay the entire purchase price; and

WHEREAS, the Florida Interlocal Cooperation Act of 1969, as set forth in Chapter 163, Florida Statutes, was promulgated to permit local government entities to make the most efficient use of their powers by enabling them to cooperate with other localities on a basis of mutual advantage; and

WHEREAS, section 163.01, Florida Statutes, provides for the execution of an interlocal agreement as a means for enabling local governments entities to cooperate and make the most efficient use of their powers; and

WHEREAS, each party to the interlocal agreement is a Public Agency, as defined under section 163.01, Florida Statutes; and

WHEREAS, the Land Authority and Village mutually desire to cooperate with each other by creating an interlocal agreement regarding the administration of land acquisition programs; and

WHEREAS, the intent of the Interlocal Agreement (the "Agreement") between the Village and the Land Authority attached hereto as Exhibit "A", is to allow the Land Authority on behalf of the Village to act as a purchasing agent for acquisition of the land which the Village selects as desirable for acquisition; and

WHEREAS, this Agreement would allow the Village to fund key property acquisitions when the Land Authority doesn't have the funding to accommodate the Village's requested acquisitions; and

WHEREAS, the Agreement is also necessary to spell out the rights and responsibilities of the parties under this Agreement, including the financial responsibilities; and

WHEREAS, the Village Council has determined that approval of the Agreement is in the best interests of the Village.

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

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

Section 2. **Approval of Agreement.** The Village Council hereby approves the Agreement, 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. Authorization of Village Officials. The Village Manager or designee and the Village Attorney are hereby authorized to take all actions necessary to execute and implement the terms and conditions of the Agreement.

Section 4. Execution of Agreement. The Village Manager or designee 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 5. Effective date. This Resolution shall take effect immediately upon its adoption.

Remainder of the page intentionally left blank.

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

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>

PASSED AND ADOPTED THIS 12 DAY OF DECEMBER 2023.

DocuSigned by:

Joseph B. Pinder III

F8E83A088D794EF

JOSEPH B. PINDER III, MAYOR

ATTEST:

DocuSigned by:

Marne K. McGrath

0088A9A982704D5

MARNE MCGRATH, VILLAGE CLERK

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

DocuSigned by:

John J. Quick

382BF7A7FDD0417

JOHN J. QUICK, VILLAGE ATTORNEY



**INTERLOCAL AGREEMENT BETWEEN THE MONROE COUNTY
COMPREHENSIVE PLAN LAND AUTHORITY AND THE ISLAMORADA VILLAGE
OF ISLANDS REGARDING THE ADMINISTRATION OF LAND ACQUISITION
PROGRAMS**

This Interlocal Agreement ("Agreement") is made and entered into this 22nd day of December, 2023, by and between the MONROE COUNTY COMPREHENSIVE PLAN LAND AUTHORITY ("MCLA") and the ISLAMORADA VILLAGE OF ISLANDS ("ISLAMORADA"). MCLA and ISLAMORADA hereinafter collectively referred to as the Parties.

WHEREAS, MCLA is an agency which specializes in the acquisition of land and has experience and expertise in acquisitions of land for conservation, affordable housing and prevention of private property takings claims; and

WHEREAS, MCLA, in part, receives funding intended for use within the jurisdictional boundaries of the entire Keys, including the Village of Islamorada ("ISLAMORADA") and ISLAMORADA desires to work with MCLA to acquire certain properties ISLAMORADA has designated for acquisition for the purposes of conservation, affordable housing, and prevention of private property takings claims; and

WHEREAS, MCLA acquisitions are required to be approved by the Islamorada Village Council, MCLA Advisory Committee and the MCLA Governing Board prior to acquisition; and

WHEREAS, MCLA is under no obligation to prioritize or pursue properties in a particular order preference as it relates to the acquisition of lands for conservation, affordable housing, and prevention of private property takings claims; and

WHEREAS, ISLAMORADA desires to utilize the expertise and experience of MCLA to assist ISLAMORADA in acquiring properties; whereby the purchase may require ISLAMORADA to share in the cost or pay the entire purchase price, if it is deemed a priority by ISLAMORADA, pursuant to F.S. 380.0666(3), as more particularly set forth herein.

NOW, THEREFORE, in consideration of the terms, conditions, and covenants hereinafter provided, the Parties agree as follows:

SECTION 1 - RECITALS: The above recitals are true and correct and are incorporated herein by reference. The parties intend for this Agreement to address program administration of acquisition programs described below.

SECTION 2 - ADOPTION: This Interlocal Agreement is hereby entered into as of the date of this Agreement. This Agreement shall terminate upon action by the MCLA governing board, at its sole discretion, pursuant to Section 380.0674 (2), Florida Statutes.

SECTION 3 – LAND ACQUISITION: MCLA, on behalf of ISLAMORADA will act as a purchasing agent for acquisition of land which ISLAMORADA selects as evidenced by

Resolution and desires to acquire, which will include, but not be limited to, seller and/or buyer coordination; negotiating purchase and sale agreements; ordering due diligence products including but not limited to appraisals, boundary surveys, environmental assessments and any other inspections required in order to facilitate ISLAMORADA's acquisition; together with ordering closing services, title commitments, and title insurance policies on behalf of ISLAMORADA. The MCLA staff shall be responsible for preparing all agenda items necessary for the MCLA governing board action. MCLA staff shall coordinate with ISLAMORADA staff as to placement of the necessary agenda items for ISLAMORADA approval. ISLAMORADA staff shall be responsible for creating and placing of such items on the ISLAMORADA agendas. With respect to all proposed acquisitions, once under contract, ISLAMORADA will first approve the proposed purchase, then the MCLA Advisory Board and lastly, the MCLA Governing Board. MCLA reserves the right to not approve any proposed purchase at the sole discretion of MCLA.

3.1. Titling to Land for Initial Acquisition: Titling to land acquired pursuant to this Agreement, shall be titled pursuant to a mutual agreement between the Parties, on a case-by-case basis and specific to each property acquisition, as either held in the name of MCLA or in the name of ISLAMORADA. Regardless of how title is vested, a land use restriction agreement shall be recorded, encumbering the property, in accordance with the requirements and restrictions for use of the property set forth in Florida Statutes 380.0666.

In the event that any property purchased pursuant to this Agreement has existing or is entitled to a development right(s), Islamorada shall retain such right(s), provided that the subject property is not part of a resale program to the State of Florida, such as the Florida Forever Program set forth in section 3.2 below, in which the State requires that acquisition of the property include such development right(s)

3.2. Florida Forever Program: In the event that a property subject to this Agreement is within the Florida Forever Program boundaries, MCLA will coordinate with the STATE Department of Environmental Protection (DEP) and Florida Commerce, formerly known as the Department of Economic Opportunity (DEO) to attempt to have the STATE reacquire such property through the Florida Forever Program. MCLA will serve as ISLAMORADA's agent in implementing the Memorandum of Agreement between Monroe County and the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida and will assist DEP in identifying willing sellers within Florida Forever projects. The Parties acknowledge that Pursuant to Sections 253.025(8)(f) and 253.025(9)(d), Florida Statutes, Chapter 18-1, *Florida Administrative Code*, and that certain Memorandum of Agreement Florida Forever Key Projects Monroe County between Monroe County, Florida and the Florida Department of Environmental Protection, MCLA is required to maintain the confidentiality of all appraisals, offers, counteroffers and other negotiation matters until an option agreement is executed, or if no option is executed, two weeks before a contract or agreement for purchase is considered for approval by the State of Florida. As such, and as applicable to particular property acquisition, there will be times when MCLA is unable to disclose certain materials and documents in connection with a proposed purchase and sale pursuant to this Agreement to ISLAMORADA.

3.3 Reimbursement of Acquisition Funds: With respect to any purchase where MCLA

uses MCLA funds to acquire a property and then resells such property to the STATE, the proceeds from such resale, after customary closing costs, will first go to reimburse MCLA for the original acquisition funds expended by MCLA for the purchase of the land being resold. Any remaining funds will then go to reimburse ISLAMORADA for any funds ISLAMORADA expended in the original acquisition of such property being resold.

3.4 Priority of Acquisitions: ISLAMORADA acknowledges that MCLA is under no obligation to prioritize or pursue properties in a particular order preference as it relates to the acquisition of lands for conservation, affordable housing and prevention of private property takings claims.

SECTION 4 - GIS AND PLANNING/ENVIRONMENTAL SERVICES: ISLAMORADA will provide GIS and planning/environmental services related to land acquisition, and access to related GIS information. In addition, ISLAMORADA will provide analyses of potential development for land ISLAMORADA prioritizes for acquisition for use by appraisers and the STATE.

SECTION 5 - MISCELLANEOUS:

- I.** Modifications to this Agreement shall be valid only when reduced to writing and duly signed by all parties. If any term or provision of this Agreement shall be invalid or unenforceable to any extent, the parties agree to comply with the remaining terms and provisions, unless compliance with the remaining terms and provisions would prevent the accomplishment of the original intent of the agreement between the parties. Either party may terminate this Agreement at any time, with or without cause. Termination shall take effect upon receipt of written notification by a party to the other party.
- II.** Notification under this Agreement shall be made by hand delivery, U.S. certified mail, return receipt requested, or an express mail with proof of delivery. Notification by a party shall be delivered as follows:

Islamorada Village of Islands, Village Manager
86800 Overseas Highway
Islamorada, FL 33036

Village Attorney
86800 Overseas Highway
Islamorada, FL 33036

Monroe County Comprehensive Plan Land Authority Executive Director
1200 Truman Avenue, Suite 207
Key West, FL 33040

Gregory S. Oropeza, Esquire, Attorney for Monroe County Land Authority

221 Simonton Street
Key West, FL 33040

SECTION 6 – EFFECTIVE DATE:

This Agreement shall be effective as of the date listed above.

SIGNATURE PAGE IMMEDIATELY FOLLOWING

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their officials thereto duly authorized.

(Seal)

DocuSigned by:
Marne K. McGrath, CLERK
008BA9A9B2704D5
By: Marne K. McGrath
008BA9A9B2704D5
As Deputy Clerk

ISLAMORADA VILLAGE OF ISLANDS

DocuSigned by:
Joseph B. Pinder III
F8EB3A68BD704EF
By: Joseph B. Pinder III
Mayor Joseph B. Pinder III

APPROVED FOR FORM AND LEGAL
SUFFICIENCY FOR RELIANCE BY THE
ISLAMORADA VILLAGE OF ISLANDS
ATTORNEY ONLY:

DocuSigned by:
John J. Quick
362BFAA7FDD0417
By: John J. Quick, Village Attorney



DocuSigned by:
Christine Hurley
A8225EF7485A4EA
By: Christine Hurley, Executive Director

MONROE COUNTY
COMPREHENSIVE PLAN LAND
AUTHORITY

David P. Rice
Date: David P. Rice, Chairman

APPROVED FOR LEGAL SUFFICIENCY:

DocuSigned by:
Gregory S. Oropeza
A53C5B134E884A9
By: Gregory S. Oropeza, Esquire