F1

COUNTY of MONROE
The Florida Keys

BOARD OF COUNTY COMMISSIONERS
Mayor Holly Merrill Raschein, District 5
Mayor Pro Tem James K. Scholl, District 3
Craig Cates, District 1
Michelle Lincoln, District 2
David Rice, District 4

Budget Meeting Meeting
September 4, 2024
Agenda Item Number: F1
2023-2989

BULK ITEM: Yes

DEPARTMENT: County Attorney

TIME APPROXIMATE:
N/A

STAFF CONTACT: Joe DiNovo (305)292-3470

AGENDA ITEM WORDING:

Ratification of a Settlement Agreement between Monroe County, Sugarloaf Key Volunteer Fire Department and Sugarloaf Wi-Fi, Incorporated, to resolve the litigation in Case Nos. 2017-CA-20-K and 2017-CA-631-K and facilitate the construction of a new fire station for Monroe County at the current location of the Sugarloaf Key Volunteer Fire Department's Station 10 by Fortress Secured, LLC.

ITEM BACKGROUND:
This item was brought before the BOCC at its August 21, 2024 meeting pending receipt the executed agreement from the other parties thereto. At that meeting, the draft lease with Sugarloaf Wi-Fi that is part of the draft settlement agreement was approved. However, the draft settlement agreement was inadvertently omitted as an attachment to the item. The executed settlement agreement will resolve longstanding litigation and allow the County to build a fire station on the subject property.

In April of 2022, the County received an unsolicited proposal from Fortress Secured, LLC ("Fortress"), pursuant to Section 255.065, Florida Statutes- the Public-Private Partnership ("P3") statute. Fortress proposed to deliver a replacement for Station 10, which is currently owned by the Sugarloaf Volunteer Fire Department, Inc. ("Sugarloaf VFD").

At the time, the County, Sugarloaf VFD, and Sugarloaf Wi-Fi, Inc. ("Wi-Fi"), were involved with circuit court litigation (Case Nos. 2017-CA-20-K and 2017-CA-631-K) concerning a lease between Sugarloaf VFD and Wi-Fi. During the pendency of the litigation, Sugarloaf VFD advised the County that it no longer had the capacity to provide fire-fighting services and wanted to donate its station to the County so Monroe County Fire Rescue could continue to serve the Sugarloaf community. Fortress's proposal was premised on the County acquiring ownership of the property from Sugarloaf VFD and then contracting with Fortress for demolition of the existing structure and construction of a new station.

The proposal contemplated providing space for a cell tower on the property, which would enable the County to resolve issues then caught up in litigation with Wi-Fi.

PREVIOUS RELEVANT BOCC ACTION:
On 7/19/2017 (Item #N5), the BOCC authorized the County Attorney to file suit seeking to void the lease between the Sugarloaf Volunteer Fire Department and Sugarloaf Wi-Fi, Inc. due to violations of the Sunshine Law.
On 4/20/22 (Item #P10), the Board deemed the unsolicited proposal a "qualifying project" and directed that staff proceed under the P3 statute.
On 7/20/22 (Item #R11), the Board authorized then Assistant County Administrator Kevin Wilson to negotiate agreements with Fortress Secured, LLC.
On 1/18/23 (Item #O6), the Board approved the interim agreement.
On 7/16/24, the Board held a public hearing as required by statute in order to allow affected public entities and members of the public an opportunity to review the draft and provide comments. No comments were submitted.
On 7/17/24, following the consideration of the factors set forth in Section 255.065, Florida Statutes.as amended by Chapter 2024-96, Laws of Florida, the BOCC approved the comprehensive agreement and adopted Resolution 239-2024 formally acknowledging receipt of the unsolicited proposal, concluding that the proposal is in the public interest and approving the comprehensive agreement in accordance with Subsection 255.065(7), Florida Statutes.
On 8/21/24, (Item #O13) the Board approved a draft settlement agreement with Sugarloaf VFD, and Sugarloaf Wi-Fi, Incorporated. and a draft lease between Monroe County and Sugarloaf Wi-Fi, Incorporated pending receipt of the executed agreements from the other parties. While the draft lease was, in fact, attached to the item, the draft settlement agreement was inadvertently omitted.

INSURANCE REQUIRED:
Yes

CONTRACT/AGREEMENT CHANGES:
N/A

STAFF RECOMMENDATION: Approval.

DOCUMENTATION:

Signed Settlement Agreement & Lease- Monroe County v. SVFD & Sugarloaf Wi-Fi, Incorporated, Case No. CA-K-17-631 (8-29-24).pdf
Consent Judgment for Attorneys Fees- Monroe County v. Sugarloaf Volunteer Fire Department Incorporated Case No. CA-K-17-631 (11-22-21)

FINANCIAL IMPACT:

Effective Date: N/A

Expiration Date: N/A

Total Dollar Value of Contract:

Total Cost to County:

Current Year Portion:

Budgeted:

Source of Funds:

CPI:

Indirect Costs:

Estimated Ongoing Costs Not Included in above dollar amounts:

Revenue Producing: **If yes, amount:**

Grant:

County Match:

Insurance Required:

Additional Details: