



THE
COLLEGE
OF THE
FLORIDA KEYS

OFFICE OF THE PRESIDENT

December 16, 2024

City Commission of the City of Key West
c/o Todd Stoughton, City Manager
c/o Ronald J. Ramsingh, City Attorney
1300 White Street
Key West, FL 33040
Email: tstoughton@cityofkeywest-fl.gov
r Ramsingh@cityofkeywest-fl.gov

RE: Interlocal Agreement Between The College of the Florida Keys and the City of Key West
for Water Quality Partnerships

Ladies and Gentlemen:

The College of the Florida Keys (“CFK”) and the City of Key West (“City”) entered into an Interlocal Agreement Between the City and CFK for Water Quality Partnerships dated April 19, 2023 (the “ILA”). The Term of the ILA has expired and CFK withdraws from any further negotiations to extend the ILA or enter into a new interlocal agreement with the City. Please do not place consideration of an interlocal agreement with CFK on this subject on the January 7, 2025, City Commission agenda or any future City Commission agendas, as CFK will not be present.

CFK will be retrieving its monitoring equipment between now and January 6, 2025. All insurance coverage required under the ILA remains in place.

Thank you for a productive partnership and we look forward to continuing to coordinate on our other valued partnerships.

Sincerely,

Dr. Jonathan Gueverra
President and CEO

OFFICE OF THE CITY ATTORNEY



PHONE: (305) 809-3770

FAX: (305) 809-3771

EMAIL: cityattorney@cityofkeywest-fl.gov

THE CITY OF KEY WEST

1300 WHITE STREET
KEY WEST, FLORIDA 33040

December 17, 2024

Dr. Jonathan Gueverra
College of the Florida Keys
5901 College Road
Key West, FL 33040

RE: Inter-Local Agreement for Water Quality Testing

Good Afternoon, Dr. Gueverra:

I am in receipt of your letter dated December 16, 2024, wherein you indicated the College's desire to terminate the ILA between our organizations. We have not had an opportunity to speak about this issue in the few hectic days prior to the December 12th City Commission meeting and I have to believe that had such a conversation occurred, you would have a better understanding of what actually took place at the meeting, and more importantly, *why*. I offer my apologies from my end for not extending the offer of a conversation in the days prior to the meeting when concerns arose.

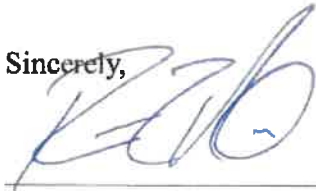
As you are aware, the city is a co-applicant for a grant with CFK for water quality testing and has had an ILA with CFK from 2023 to execute the requirements of Sec. 80-3 of the code of ordinances that requires water quality testing. Sec. 80-3 also requires an *annual* approval via Resolution of the City Commission of such expenditures, as well as an *annual* identification of such water quality expert or governmental entity. The ILA that was up for consideration by the City Commission on December 12th was a 2.5-year agreement, whereas the prior ILA was for approximately 11 months. The 2023 ILA that was approved via Resolution 23-106 calls for *annual* extensions. The proposal last week was not an annual extension contemplated by the 2023 ILA, and Sec. 80-3.

Additionally, on page 11 of the "Grant #2" that was attached to the 2023 ILA, the agreement anticipates *bi-weekly* deployments/testing for each of the 8 Areas of Concern around the island. However, paragraph 5 of the proposed 2024 agreement *decreases* water quality testing from bi-weekly to monthly. In fact, Commissioner Carey inquired of Dr. Rice if the water quality had improved thus far under the prior agreement(s), to which there was no real clear answer and to me at least it would stand to reason that *decreasing* water quality testing or focusing on one area of concern and not others would not be a step in the right direction.

The request for postponement that was made at the City Commission meeting was to do a deep dive into the ILA, the grant(s), and procurement requirements to make sure that everything was in order, and these are 2 very material issues that were discovered and need to be corrected. To be absolutely clear: the City Commission for the City of Key West did not make a motion to terminate this agreement with CFK, nor does it have a desire to eliminate water quality testing, nor has any desire been expressed to me to rescind the requirements of Sec. 80-3 by ordinance. If you take a look at the agenda when it was published, this item indicated "proposed to be postponed". When the item was called up and after debate by the Commission, Commissioner Kaufman made a motion to approve that did not pass. No motion to deny or terminate was made. After a discussion of procedure and Robert's Rules of Order with the City Clerk during the afternoon recess, the City Clerk and I decided that it was procedurally appropriate for the original motion to postpone to the January meeting should have been made. That motion was made and approved at the beginning of the evening session. Again, no member of the City Commission made a motion to deny/terminate the agreement, nor have I been instructed as to same.

I would welcome a more detailed conversation with you and/or your counsel about this before the decision to terminate this agreement is made by CFK. I would respectfully request that you rescind your December 16, 2024 letter.

Sincerely,



Ron Ramsingh
City Attorney

c/c: The City Commission for the City of Key West
Todd Stoughton, Interim City Manager
Keri O'Brien, City Clerk
Alison Higgins, Sustainability Coordinator



THE
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OF THE
FLORIDA KEYS

December 20, 2024

City Commission of the City of Key West
c/o Ronald J. Ramsingh, City Attorney
1300 White Street
Key West, FL 33040
Email: rramsingh@cityofkeywest-fl.gov

RE: Interlocal Agreement Between The College of the Florida Keys and the City of Key West
for Water Quality Partnerships

Mr. Ramsingh:

I want to acknowledge receipt of your letter dated December 17, 2024, in response to Dr. Gueverra's December 16, 2024, correspondence regarding the expired interlocal agreement (ILA). As stated in Dr. Gueverra's previous letter, the term of the 2023 interlocal agreement has expired and The College of the Florida Keys withdraws from any further negotiations regarding a new water quality ILA with the City of Key West. Again, there should be no item regarding this issue on the January 7, 2025, City Commission agenda or any future agendas, as CFK will not be present.

CFK will be retrieving its monitoring equipment between now and January 6, 2025. All insurance coverage required under the expired ILA remains in place.

Sincerely,

A handwritten signature in black ink, appearing to read 'Brittany Snyder'.

Brittany Snyder, D.M.
Executive Vice President and CFO