

MONROE COUNTY BOARD OF COUNTY COMMISSIONERS

CONTRACT SUMMARY

Contract with: MC School Board Contract # _____
 Effective Date: January 16, 2008
 Expiration Date: _____

Contract Purpose/Description:

Request BOCC approval to enter into First Amendment to Interlocal Agreement with the MCSB to reimburse MCSB for Enhanced Hurricane Protection Area Upgrading of the Poinciana Elementary School for purposes of enabling this facilities use as a Monroe County hurricane shelter and refuge of last resort.

Contract Manager: Jerald L. O'Cathey 6012 14
 (Name) (Ext.) (Department/Stop #)

for BOCC meeting on January 16-17, 2008 Agenda Deadline: January 2, 2008

CONTRACT COSTS

Total Dollar Value of Contract: \$ 135,927.75 Current Year Portion: \$ 135,927.75
 Budgeted? Yes No Account Codes: 001-04537-530340- - - -
 Grant: \$ _____ - - -
 County Match: \$ 0 - - -

ADDITIONAL COSTS

Estimated Ongoing Costs: \$ _____/yr For: _____
 (Not included in dollar value above) (eg. maintenance, utilities, janitorial, salaries, etc.)

CONTRACT REVIEW

	Date In	Changes Needed	Reviewer	Date Out
Division Director	<u>1-2-08</u>	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	<u>[Signature]</u>	<u>1-2-08</u>
Risk Management	<u>12/27/07</u>	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	<u>[Signature]</u>	<u>12/27/07</u>
O.M.B./Purchasing	<u>12/27/07</u>	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	<u>David P. Owens for T. Boan</u>	<u>12/28/07</u>
County Attorney	<u>20 Dec 07</u>	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	<u>Cynthia Z. Hall</u>	<u>21 Dec 07</u>

Comments: _____

INTERLOCAL AGREEMENT

THIS FIRST AMENDMENT to the INTERLOCAL AGREEMENT between the Board of County Commissioners of Monroe County (BOCC), and the School Board of Monroe County ("SCHOOL BOARD"), as the contracting agent for the School District of Monroe County, a public agency of the State of Florida, is made and entered into this _____ day of _____, 2007, by and between MONROE COUNTY, a political subdivision of the State of Florida (hereinafter "County"), and the SCHOOL BOARD.

WITNESSETH

WHEREAS, on the 18th day of May, 2005, the BOCC passed a motion granting approval of funding in an amount not to exceed \$200,000.00 for Enhanced Hurricane Protection Area (EHPA) upgrades at Poinciana; and

WHEREAS, on, or about, October 2006, SCHOOL DISTRICT directed the general contractor in charge of construction for new Poinciana Elementary School, Heery International, Inc., to incorporate EHPA upgrades in the design and construction of the school. EHPA upgrades consisted of the following: Automatic transfer switch (transfers power from generator to Fire Pump); electrical costs associated with EHPA; moving power from generator to fire alarm pane; generator and generator install; foundation for generator room; mechanical costs for duct, louvers, and installation; doors and frame for generator room; design fee; and Total Program Management (TPM) fee. On or about October 19, 2006, SCHOOL DISTRICT paid \$135,927.75 to Heery International, Inc. for the above-referenced services; and

WHEREAS, on the 25th day of September, 2007, the parties entered into an Interlocal Agreement with the SCHOOL BOARD in order to reimburse the SCHOOL BOARD for Enhanced Hurricane Protection Area (EHPA) upgrade costs at Poinciana Elementary School ("Poinciana"); and

WHEREAS, at the time the Interlocal Agreement was placed on the agenda, it was contemplated that there would be a second interlocal agreement ("Second Interlocal Agreement") also placed on the same agenda addressing the use of other SCHOOL BOARD facilities as shelters, and, however, staff withdrew the Second Interlocal Agreement; but

WHEREAS, there was language in the original interlocal agreement cross-referencing the Second Interlocal Agreement which is now redundant and must be removed in order to be clear; and

WHEREAS, it is necessary to have this amendment in order to remove and clarify that language; and

WHEREAS, this amendment is in the best interests of the citizens of Monroe County, Florida;

NOW, THEREFORE, the parties agree to amend the Agreement as follows:

1. The foregoing provisions are included as if fully set forth herein.
2. WHEREAS, Section 2 of the Interlocal Agreement is to read as follows:

In return for the EHPA upgrades detailed above and upon presentation of a proper invoice as that term is defined in the Florida Local Government Prompt Payment Act, Section 218.70, F.S., which invoice shall include proof of actual payment by SCHOOL BOARD to Heery International, Inc., COUNTY shall issue a check to SCHOOL BOARD in the amount of \$135,927.75; and

3. WHEREAS, Section 3 of the Interlocal Agreement is amended to read;

This INTERLOCAL AGREEMENT will terminate upon receipt by the SCHOOL BOARD of the funds referenced above.

4. In all other respects, the Agreement between the parties dated, 25th day of September, 2007 remains in full force and effect.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals the day and year first written above.

BOARD OF COUNTY COMMISSIONERS
OF MONROE COUNTY, FLORIDA

ATTEST: DANNY L. KOHLAGE, COUNTY
CLERK

By: _____
Deputy Clerk

By: _____
Mario Di Gennaro, Mayor

SCHOOL BOARD OF MONROE COUNTY

(Seal)
ATTEST:

By: Randy Acevedo
Randy Acevedo, Superintendent

By: Andy D. Ph
Chairperson

MONROE COUNTY ATTORNEY
APPROVED AS TO FORM:
Cynthia L. Hall
CYNTHIA L. HALL
ASSISTANT COUNTY ATTORNEY
Date 1-4-08