

**BOARD OF COUNTY COMMISSIONERS
AGENDA ITEM SUMMARY**

Meeting Date: May 16, 2007

Division: Emergency Services

Bulk Item: Yes X No

Department: Emergency Management

Staff Contact Person: Jose Tezanos

AGENDA ITEM WORDING: Approval of an Interlocal Agreement (ILA) between Monroe County and Islamorada, Village of Islands to reimburse the Municipality \$3,200.00 for the cost of instruction of National Incident Management System (NIMS) Intermediate Incident Command System (ICS) courses. This reimbursement will be paid from a Federally-Funded Subgrant Agreement with the State of Florida, Department of Community Affairs, Contract No. 06-DS-3W-11-54-01-309.

ITEM BACKGROUND: The Department of Community Affairs (DCA) and Monroe County Board of County Commissioners entered into an agreement on July 1, 2005 to provide planning, training and exercises under the State Homeland Security Grant Program – Issue 08. This grant was to end August 30, 2006. To allow completion of ICS courses 300 - 400, we have been granted an extension deadline to December 31, 2007. These courses were offered to Islamorada, Village of Island first responders, and their EOC personnel.

PREVIOUS RELEVANT BOCC ACTION: At the BOCC meeting on October 19, 2005, the Board granted approval and authorized execution of a Federally-Funded Subgrant Agreement concerning Homeland Security Grant, 06-DS-3W-11-54-01-309, in the amount of \$36,322.00. This document was signed by Mayor Spehar. On October 18, 2006 Mayor Charles “Sunny” McCoy signed Modification #1 reinstating and extending the Agreement to November 30, 2006. At the BOCC meeting on March 21, 2007, the Board granted approval and authorized execution of Modification #2 reinstating and extending the Agreement to December 31, 2007. The extension was signed by Mayor Di Gennaro.

CONTRACT/AGREEMENT CHANGES: Reinstatement and deadline extension to December 31, 2007.

STAFF RECOMMENDATIONS: It is appropriate to approve ILA and reimburse Islamorada, Village of Islands in accordance with terms of the Agreement.

TOTAL COST: \$36,322.00 **BUDGETED:** Yes No X

COST TO COUNTY: NONE **SOURCE OF FUNDS:** DHS Grant

REVENUE PRODUCING: Yes No X **AMOUNT PER MONTH** **Year**

APPROVED BY: County Atty ^{CLH} Yes OMB/Purchasing Yes Risk Management Yes

DOCUMENTATION: Included X Not Required

DISPOSITION: **AGENDA ITEM #**

MEMORANDUM ATTACHMENT TO AGENDA ITEM SUMMARY

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CONTRACT/AGREEMENT CHANGES: Modification #2 reinstating and extending Agreement to December 31, 2007.

STAFF RECOMMENDATIONS: It is appropriate to approve ILA and reimburse Islamorada, Village of Islands in accordance with terms of the Agreement.

MONROE COUNTY BOARD OF COUNTY COMMISSIONERS

CONTRACT SUMMARY			
Contract with:	<u>Islamorada Village of Islands</u> Dept. Comm. Affairs	Contract #06	DS-3W-11-54-01-309
		Effective Date:	<u>July 1, 2005</u>
		Expiration Date:	<u>December 31, 2007</u>
Contract Purpose/Description:			
Approval of an ILA between Monroe County and Islamorada, Village of Islands by the BOCC. This ILA is intended to reimburse Islamorada up to \$3200.00 for an ICS-300 training class to County first responders and EOC personnel, using properly certified instructors and complying with all terms and conditions of subgrant. This training was held Nov 11 thru 16th, 2006. These activities were eligible as identified in the Federally-Funded Subgrant Agreement.			
Contract Manager:	<u>Jose Tezanos</u>	<u>305</u>	<u>305- 289-6325</u>
	(Name)	(Ext.)	(Department/Stop #)
for BOCC meeting on	<u>May 16, 2007</u>	Agenda Deadline:	<u>May 1, 2007</u>

CONTRACT COSTS			
Total Dollar Value of Contract: \$	<u>36,322.00</u>	Current Year Portion: \$	<u>36,322.00</u>
Budgeted? Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>	Account Codes:	<u>GE0620-13520- - - -</u>
Grant: \$	<u>36,322.00</u>		<u>- - - - -</u>
County Match: \$	<u>N/A</u>		<u>- - - - -</u>
			<u>- - - - -</u>
ADDITIONAL COSTS			
Estimated Ongoing Costs: \$	<u>None/yr</u>	For:	<u></u>
(Not included in dollar value above)		(eg. maintenance, utilities, janitorial, salaries, etc.)	

CONTRACT REVIEW				
	Date In	Changes Needed	Reviewer	Date Out
Division Director	<u>5-1-07</u>	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	<u>[Signature]</u>	<u>5-1-07</u>
Risk Management	<u>4-27-07</u>	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	<u>[Signature]</u>	<u>4-27-07</u>
O.M.B./Purchasing	<u>4/30/07</u>	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	<u>[Signature]</u>	<u>4/30/07</u>
County Attorney	<u>4/25/07</u>	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	<u>Cynthia L. Hall</u>	<u>4-25-07</u>
Comments: _____				

INTERLOCAL AGREEMENT

THIS INTERLOCAL AGREEMENT is entered into this 16th day of May, 2007, by and between the Board of County Commissioners of Monroe County, a political subdivision of the State of Florida (hereinafter "COUNTY"), and Islamorada, Village of Islands, a municipal corporation organized and existing under the laws of the State of Florida (hereinafter "VILLAGE").

WITNESSETH:

WHEREAS, on October 19, 2005, COUNTY entered into a Federally-Funded Subgrant Agreement with the State of Florida, Department of Community Affairs, Contract No. 06-DS-3W-11-54-01-309 (hereinafter "SUBGRANT"), pursuant to which COUNTY received a total of \$36,322.00 to provide planning, training and exercises under the State Homeland Security Grant Program – Issue 08; and

WHEREAS, under the terms of the SUBGRANT, COUNTY may disburse the funds for any planning, training and exercises deemed an eligible activity under the terms of the SUBGRANT; and

WHEREAS, under the terms of the SUBGRANT, COUNTY's representative with responsibility for administration of the SUBGRANT is Monroe County Emergency Management; and

WHEREAS, with the above-referenced funds, Monroe County Emergency Management desires to provide four National Incident Management System (NIMS) Intermediate Incident Command System (ICS) courses (ICS-100, -200, -300, and -400) to COUNTY's first responders and Emergency Operation Center (EOC) personnel; and

WHEREAS, in accordance with the purpose of the SUBGRANT, VILLAGE agreed to provide instructional personnel for an ICS-300 class; and

WHEREAS, the parties as local governments may enter into Interlocal Agreements pursuant to section 163.01, Florida Statutes for the purposes of providing assistance to each other and/or to reduce the cost burden to the taxpayer;

NOW THEREFORE, COUNTY and VILLAGE, through their respective elected governing bodies, and in consideration of the mutual promises and covenant herein contained, hereby agree as follows:

Section 1. Services. On November 14-16, 2006, VILLAGE provided an ICS-300 training class to COUNTY first responders and EOC personnel, using properly certified instructors and complying with all terms and conditions of the SUBGRANT. Both the COUNTY and VILLAGE agree that the training was sufficient and that only reimbursement is left to be accomplished.

Section 2. Payment. COUNTY agrees to reimburse VILLAGE for actual charges for the cost of instruction up to \$3,200.00 from the SUBGRANT funds within thirty (30) days of the execution of this ILA by both parties in order to compensate VILLAGE for actual instructional costs. VILLAGE agrees that payment is conditional upon delivery to COUNTY by VILLAGE of (a) the sign-in sheet showing the training session participants, and (b) an itemized invoice to VILLAGE from the instructor.

Section 3. Termination. This INTERLOCAL AGREEMENT will terminate upon receipt by VILLAGE of the funds referenced above.

Section 4. Notices. All notices and other communications required under this INTERLOCAL AGREEMENT must be in writing and addressed as follows:

If to COUNTY: Irene Toner, FP&EM, CPM
Director
Monroe County Emergency Management
490 63rd Street, Ocean
Suite 150
Marathon, FL 33050

With a copy to: Suzanne A. Hutton, Esq.
Monroe County Attorney
P.O. Box 1026
Key West, FL 33041-1026

If to VILLAGE: Village Manager
Islamorada, Village of Islands
81990 Overseas Highway
P.O. Box 568
Islamorada, FL 33036

With a copy to:

Nina Boniske, Esq.
Village Attorney
Weiss Serota Helfman
Pastoriza Cole & Boniske
2525 Ponce DeLeon Blvd., Suite 700
Coral Gables, FL 33134

Any Notice required by this Agreement shall be deemed to have been duly given if sent by certificate mail, return receipt requested, postage and fees prepaid; hand delivered; facsimile; or by overnight delivery service with proof of delivery.

Section 5. Governing Law. This INTERLOCAL AGREEMENT shall be construed in accordance with and governed by the laws of the State of Florida. Exclusive venue for any litigation arising out of this INTERLOCAL AGREEMENT shall be in Monroe County, Florida, in the Sixteen Judicial Circuit Court. This Agreement shall not be subject to arbitration.

Section 6. Entire Agreement/Modification/Amendment. This writing sets forth the entire agreement of the parties with respect to the subject matter of this INTERLOCAL AGREEMENT. No representations were made or relied upon by either party, other than those expressly set forth herein. No agent, employee, or other representative of either party is empowered to modify or amend the terms of this Agreement, unless in a writing signed by both parties.

Section 7. Access to Records and Audits. In addition to any other rights conferred upon the parties under the Florida Government in the Sunshine Law or the Florida Public Records Act, both parties shall have the right to examine and audit any records involving transactions related to this INTERLOCAL AGREEMENT. Either party may cancel this INTERLOCAL AGREEMENT for refusal to allow access to any records pertaining to work performed under this Agreement that are subject to the Florida Government in the Sunshine Law or the Florida Public Records Act.

Section 8. Non-Reliance By Non-Parties. No person or entity shall be entitled to rely upon the terms of this Agreement, in order to enforce or attempt to enforce any third-party claim or entitlement to or benefit from any service or program contemplated hereunder, and COUNTY and VILLAGE agree that neither party, nor any agent, officer, or employee of either, shall have the authority to inform, counsel, or otherwise indicate that any particular individual or group of individuals, entity or entities, have entitlements or benefits under this INTERLOCAL AGREEMENT separate and apart, inferior to, or superior to, the

community in general, or for the purposes contemplated in this INTERLOCAL AGREEMENT.

Section 9. Taxes. COUNTY is exempt from payment of Florida State Sales and Use taxes.

Section 10. Severability. If any term or provision of this INTERLOCAL AGREEMENT shall to any extent be held invalid or unenforceable, the remainder of this INTERLOCAL AGREEMENT shall not be affected thereby, and each remaining term and provision shall be valid and enforceable to the fullest extent permitted by law.

Section 11. Waiver. The failure of either party to this INTERLOCAL AGREEMENT to object to or take affirmative action with respect to any conduct of the other in violation of any term or condition of this INTERLOCAL AGREEMENT shall not be construed as a waiver of the violation or breach, or a waiver of any future violation, breach, or wrongful conduct.

Section 12. Counterparts. This INTERLOCAL AGREEMENT may be executed in several counterparts, each of which shall be deemed an original and such counterparts shall constitute one and the same instrument.

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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

BY: _____
Mario Di Gennaro, Mayor

MONROE COUNTY ATTORNEY
APPROVED AS TO FORM:
Cynthia L. Hall

CYNTHIA L. HALL
ASSISTANT COUNTY ATTORNEY
Date 8-25-07

ATTEST: DANNY L. KOHLAGE,
COUNTY CLERK

By: _____
Deputy Clerk

ISLAMORADA, VILLAGE OF ISLANDS

BY: _____
Dave Boerner, Mayor

ATTEST: VILLAGE CLERK

By: *Beverly Nadeau*

VILLAGE CLERK

By: *U B O*

NINA BOUISKE
VILLAGE ATTORNEY

