



V I L L A G E O F K E Y B I S C A Y N E

Office of the Village Manager

Village Council

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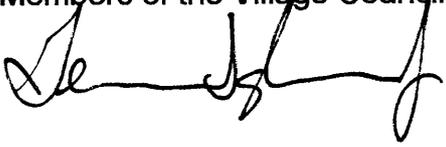
MEMORANDUM

Village Manager

Genaro "Chip" Iglesias

DT: January 10, 2008

TO: The Honorable Mayor and Members of the Village Council

FR: Genaro "Chip" Iglesias
Village Manager 

RE: **Resolution of the Village Council Authorizing the Purchase of Equipment and Training from the Urban Areas Security Initiative Program.**

RECOMMENDATION

The Village Attorney has prepared the enclosed Resolution providing for a Sub Award Agreement between Miami-Dade County and the Village of Key Biscayne allowing for the purchase of equipment and training; not to exceed eighty six thousand and forty six (\$86,046.00) dollars provided by the Urban Areas Security Initiative (UASI) as part of a Homeland Security Initiative. Council is being asked to approve this Resolution and Agreement.

BACKGROUND

The Village of Key Biscayne has identified equipment and training needs that have been reviewed and included in the local UASI spending plan by the Urban Area Work Group and approved by the Department of Homeland Security Office for Domestic Preparedness. The Village will be fully reimbursed for the equipment and training up to the amount identified in the Resolution. The funding through the State of Florida Department of Community Affairs Division of Emergency Management provides assistance to build enhance and sustainable capacity to prevent, respond to, and recover from threats or acts of terrorism by Chemical, Biological, Radioactive, Nuclear and Explosive (CBRNE) incidents.

RESOLUTION NO. 2008-

A CAPITAL PROJECT AUTHORIZING RESOLUTION OF THE VILLAGE COUNCIL OF THE VILLAGE OF KEY BISCAVNE, AUTHORIZING THE PURCHASE OF FIRST RESPONDER NIMS TRAINING: INCLUDING FUNDING FOR OVERTIME, COURSE INSTRUCTOR AND SUPPLIES FOR NIMS COMPLIANCE THROUGH ICS TRAINING; APPROVING INTERLOCAL AGREEMENT FOR JOINT COMPLETION OF AN URBAN AREAS SECURITY INITIATIVE PROGRAM (THE "AGREEMENT") BETWEEN MIAMI-DADE COUNTY AND THE VILLAGE OF KEY BISCAVNE FOR THE PURPOSE OF CARRYING OUT FY2006 URBAN AREAS SECURITY INITIATIVE PROGRAM OBJECTIVES; AUTHORIZING VILLAGE MANAGER TO EXECUTE THE AGREEMENT; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the attached Interlocal Agreement for Joint Completion of an Urban Areas Security Initiative Program (the "Agreement") between Miami-Dade County (the "County") and the Village of Key Biscayne (the "Village") provides for carrying out the FY 2006 urban areas security initiative (the "UASI") program objectives as part of a Homeland Security initiative; and

WHEREAS, the Village Council finds that approval of the Agreement is in the best interest of the Village.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE VILLAGE OF KEY BISCAVNE, FLORIDA, AS FOLLOWS:

Section 1. Recitals Adopted. That each of the recitals stated above is hereby adopted and confirmed.

Section 2. Interlocal Agreement Approved. That the Interlocal Agreement, in substantially the form attached hereto, is hereby approved, and the Village Manager is hereby authorized to execute the Agreement, on behalf of the Village.

Section 3. Purchase of Equipment Authorized, Source of Funds. That pursuant to the Interlocal Agreement, the purchase of First Responder NIMS Training: includes funding

for overtime, course instructor and supplies for NIMS compliance through ICS training, at a cost of Eighty Six Thousand and Forty Six (\$86,046) Dollars is hereby approved. The purchase shall be made from governmental contracts pursuant to Village Code Section 2-86. The source of funds for the purchase shall be that which is indicated in the Village Manager's Memorandum which accompanies this Resolution. Reimbursement of such cost shall be achieved pursuant to the terms of the Interlocal Agreement.

Section 4. **Implementation.** That the Village Manager is hereby authorized to take any action which is necessary to implement the purposes of the Interlocal Agreement and this Resolution.

Section 5. **Effective Date.** That this Resolution shall take effect immediately upon adoption hereof.

PASSED AND ADOPTED this 15th day of January, 2008.

MAYOR ROBERT VERNON

ATTEST:

CONCHITA H. ALVAREZ, CMC, VILLAGE CLERK

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

VILLAGE ATTORNEY

**SUB AWARD AGREEMENT
FOR JOINT COMPLETION OF AN URBAN AREAS
SECURITY INITIATIVE PROGRAM**

This Sub Award Agreement ("Agreement") is entered into by and between Miami-Dade County ("County") and the Village of Key Biscayne Fire Department (Village) for the purpose of carrying out FY 2006 Urban Areas Security Initiative (UASI) program objectives.

WHEREAS, the State of Florida Division of Emergency Management and the City of Miami entered into a Federally Funded Sub Grant, Contract Number: 07DS-5S-11-23-02-379 for the period beginning 7/1/2006 to 1/31/2008 for the UASI, incorporated herein as Attachment B; and

WHEREAS, Miami-Dade County and the City of Miami have entered into a Sub Award Agreement titled "Memorandum of Agreement for Participating Miami UASI Grant FY 2006 Agencies" the period 7/1/2006 to 1/31/2008 for the County's participation in the UASI; and

WHEREAS, the Miami-Dade County Board of County Commissioner's has authorized the County to enter into sub award agreements for applying for and receiving Homeland Security Grants through Resolution 1019-07, incorporated herein as Attachment C; and

WHEREAS, the City of Miami and Miami-Dade County's Department of Emergency Management and Homeland Security have established a local Urban Area Workgroup (UAWG) with responsibility for overall planning and direction of the UASI objectives; and

WHEREAS, the UAWG jointly coordinates a county-wide vulnerability analysis and needs assessment, develops a homeland security strategy, and prepares budget detail worksheets providing a spending plan for the allocation of funds based upon said strategy; and

WHEREAS, the Village of Key Biscayne is a jurisdiction that is included in the spending plan;

NOW, THEREFORE, in consideration of the foregoing, the County and the Village of Key Biscayne do mutually agree as follows:

(1) SPENDING PLAN AND SCOPE OF WORK

The Village shall fully perform the obligations in accordance with the Spending Plan and Scope of Work, Attachment A, of this Agreement.

(2) INCORPORATION OF LAWS, RULES, REGULATIONS AND POLICIES

Both the County and the Village shall be governed by applicable State and Federal laws, rules and regulations, including but not limited to those identified in Attachments B and C.

(3) PERIOD OF AGREEMENT

This Agreement shall become effective on the date of its execution by the County and shall end on January 31, 2008 unless terminated earlier in accordance with the provisions set forth in Attachments B and C.

(4) FUNDING/CONSIDERATION

(a) This is a cost-reimbursement Agreement. The Village shall be reimbursed for costs incurred in the satisfactory performance of the Spending Plan and the Scope of Work in an amount not to exceed \$86,046 subject to the availability of funds from the State of Florida Contract, Attachment B, and the City of Miami Memorandum of Agreement, Attachment C.

(b) The Village shall comply with all applicable procurement rules and regulations in securing goods and services to implement the Scope of Work. Whenever required by law or otherwise permitted, the Village shall utilize competitive practices.

(c) The equipment purchased under the terms of this Agreement shall remain the property of the Village. The disposition of equipment shall be made in accordance with the Village's policies and procedures, and applicable federal policies and procedures.

(d) Requests for reimbursement shall be submitted to the Miami-Dade Fire Rescue Department: Attn: Allie Grande, Grants Bureau Manager. Reimbursement for eligible expenditures will be made only upon the satisfactory presentation of required supporting documents.

(e) Any payments due under the terms of this Agreement may be withheld pending the receipt and approval by the County of all reports and documents which the Village is required to submit to the County pursuant to the terms of this Agreement.

(f) Encumbrances, purchase orders, or signed contracts do not qualify as incurred costs.

(g) No advance funding to the Village will be provided.

(5) REPORTS

The Village shall provide budget, financial, and performance reports to the County. These reports are due within 30 days after the end of each calendar quarter that the Agreement is active. A close out report is due 45 days after termination of this Agreement or upon completion of the activities contained in this Agreement.

(6) AUDITS AND RECORDS

(a) Audit required. Non-Federal entities that expend \$300,000 (*\$500,000 for fiscal years ending after December 31, 2003*) or more in a year in Federal awards shall have a single audit conducted in accordance with the provisions of OMB Circular 133 except when they elect to have a program-specific audit conducted in accordance with the OMB Circular 133.

(b) Program-specific audit election. When an auditee expends Federal awards under only one Federal program (excluding R&D) and the Federal program's laws, regulations, or grant agreements do not require a financial statement audit of the auditee, the auditee may elect to have a program-specific audit conducted in accordance with OMB Circular 133.5. A program-specific audit may not be elected for R&D unless all of the Federal awards expended were received from the same Federal agency, or the same Federal agency and the same pass-through entity, and that Federal agency, or pass-through entity in the case of a sub recipient, approves in advance a program-specific audit.

(c) Exemption when Federal awards expended are less than \$300,000 (*\$500,000 for fiscal years ending after December 31, 2003*). Non-Federal entities that expend less than

\$300,000 (\$500,000 for fiscal years ending after December 31, 2003) a year in Federal awards are exempt from Federal audit requirements for that year, except as noted in §215(a), of OMB Circular 133, but records must be available for review or audit by appropriate officials of the Federal agency, pass-through entity, and General Accounting Office (GAO).

(d) The County reserves the right to require the Village to submit to an audit by Miami-Dade County's Audit and Management Services Department or other auditor of the County's choosing, at the Village's expense. The Village shall provide access to all of its records, which relate directly or indirectly to this Agreement at its place of business during regular business hours. The Village shall retain all records pertaining to this Agreement and upon request make them available to the County for five years from the date the Audit Report is issued. The Village agrees to provide such assistance as may be necessary to facilitate the review or audit by the County to ensure compliance with applicable accounting and financial standards.

(e) The Village shall submit to the County an annual audit report in triplicate as required by OMB Circular 133, no later than nine months after the close of the fiscal year.

(f) The Village shall retain all records relating to the program in accordance with Federal rules, laws and regulations, the grant agreement and this Agreement.

(g) The Village shall allow the County, federal personnel, or any person authorized by the County full access to and the right to examine any of the contract records during the required Retention Period.

(h) The Village shall maintain all records, pertaining to this Agreement, in accordance with generally accepted accounting principles, procedures and practices which sufficiently and properly reflect all revenues and expenditures of funds provided directly or indirectly by this Agreement.

(i) The Village shall maintain all records in accordance with Title 28, CFR Part 66.42 and DOJ Financial Guide, Part III, Chapters 6 and 12.

(j) The Village shall notify the County in writing, both during the term of this Agreement and after its expiration as part of the final closeout procedure, of the address where all Agreement records will be retained.

(7) MONITORING

The Village shall permit the County and other persons duly authorized by the County, including representatives of the City of Miami, to inspect all contract records, facilities, equipment, materials, and services of the Village which are in any way connected to the activities undertaken pursuant to the terms of this Agreement, and/or to interview any clients, employees, subcontractors, or assignees of the Village. Following such inspection or interviews, the County will deliver to the Village a report of its findings, and the Village will rectify all deficiencies cited by the County within the specified period of time set forth in its report.

(8) CONFLICTS WITH APPLICABLE LAW

If any provision of this Agreement conflicts with any applicable law or regulation, only the conflicting provision shall be deemed by the parties here to be modified to be consistent with the law or regulation or to be deleted if modification is impossible. However, the obligations under this Agreement, as modified, shall continue and all other provisions of this Agreement shall remain in full force and effect.

(9) MODIFICATIONS

Either party may request modification of the provisions of this Agreement. No change to the terms and conditions shall be effective until agreed to and signed by each of the parties hereto. Changes to the amount of funding may be accomplished by notice from the County to the Village and shall be considered to have been modified upon receipt by the County of a written notice by the Village of acceptance and receipt of a budget which details the proposed expenditure of additional funds. Any modifications to the Spending Plan that do not increase the overall cost or change the Scope of Work which is approved in writing by the County do not require a written modification to this Agreement.

(10) ASSURANCES

The Village shall comply with the Statement of Assurances set forth in Attachment F, page 26, to the State of Florida Contract, and Attachment B to this Agreement.

(11) ATTACHMENTS

This Agreement has the following attachments:

- Attachment A– Spending Plan and Scope of Work
- Attachment B– State of Florida contract with the City of Miami
- Attachment C–City of Miami Memorandum of Agreement with Miami-Dade County
- Attachment D–OMB applicable references

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

(12) AUTHORIZATION

County Contract Mgr.

Sub-Awardee Contract Mgr.

Allie Grande

Sub-Awardee

Miami-Dade County

By: _____ Date: _____

By: _____ Date: _____

Name: Genaro Iglesias

Name: George Burgess

Title: Village Manager

Title: County Manager