VILLAGE OF KEY BISCAYNE

Office of the Village Manager

MEMORANDUM

Village Council
Franklin H. Caplan, *Mayor*
Michael E. Kelly, *Vice Mayor*
Michael W. Davey
Enrique Garcia
Robert Gusman
Mayra P. Lindsay
James S. Taintor

Village Manager
Genaro "Chip" Iglesias

DATE: December 6th, 2011

TO: Honorable Mayor and Members of the Village Council

FROM: John C. Gilbert, Interim 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 City of Miami and the Village of Key Biscayne allowing for the purchase of equipment and training; not to exceed Fifty Two Thousand Seven Hundred and Fifty Nine ($52,759.00) Dollars provided by the Urban Areas Security Initiative (UASI) as part of a 2009 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 by 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. 2011-

A CAPITAL PROJECT AUTHORIZING RESOLUTION OF THE VILLAGE COUNCIL OF THE VILLAGE OF KEY BISCAYNE, AUTHORIZING THE PURCHASE OF FIRST RESPONDER TRAINING AND EQUIPMENT: INCLUDING FUNDING FOR OVERTIME, COURSE INSTRUCTOR AND SUPPLIES; APPROVING AN INTERLOCAL AGREEMENT FOR JOINT COMPLETION OF AN URBAN AREAS SECURITY INITIATIVE PROGRAM (THE"AGREEMENT") BETWEEN CITY OF MIAMI AND THE VILLAGE OF KEY BISCAYNE FOR THE PURPOSE OF CARRYING OUT FY2009 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 City of Miami ("City") and the Village of Key Biscayne (the "Village") provides for carrying out the FY 2009 urban areas security initiative (the "UASI") program objectives as part of a Homeland Security initiative; and

WHEREAS, the Village Council desires to purchase equipment and training to further implement the UASI program; and

WHEREAS, the Village Council finds that approval of this Resolution is in the best interest and welfare of the Village.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE VILLAGE OF KEY BISCAYNE, 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, subject to approval as to form, content, and legal sufficiency by the Village Attorney..

Section 3. Purchase of Equipment Authorized. Source of Funds. That pursuant to the Interlocal Agreement, the purchase of Equipment to Strengthen and Protect against Chemical, Biological, Radiological, and Nuclear threats, at a cost of Fifty Two Thousand Seven Hundred and Fifty Nine ($52,759.00) 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 6th day of December, 2011.

_____
MAYOR FRANKLIN H. CAPLAN

ATTEST:

_____
CONCHITA H. ALVAREZ, MMC, VILLAGE CLERK

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

_____
VILLAGE ATTORNEY

City of Miami

TONY E.CRAPP, Jr.
City Manager

MAURICE L. KEMP
Fire Chief

June 14, 2010

Marcos Osorio, Executive Assistant
Village of Key Biscayne Fire Rescue
560 Crandon Boulevard
Key Biscayne, FL 33149

RE: Urban Area Security Initiative (UASI) GY 2009 – Memorandum of Agreement

Dear Executive Assistant Osorio:

Please find enclosed (4) original documents of the UASI GY 2009 Memorandum of Agreement to be signed for execution. Please process and return (3) originals to me.

Should you have any questions concerning this submittal or require further information, please contact me at (305) 416-5429 or via email at our kjordahl@miamigov.com.

Sincerely,

Kristin M. Jordahl
Urban Area Security Initiative
Project Coordinator

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MEMORANDUM OF AGREEMENT

FOR PARTICIPATING MIAMI UASI GRANT FY 2009 AGENCY

"Village of Key Biscayne"

This Agreement is entered into this 10th day of June, 2011, by and between the City of Miami ("City"), a municipal corporation of the State of Florida, (the "Sponsoring Agency") and the Village of Key Biscayne, (the "Participating Agency").

RECITALS

WHEREAS, the U.S. Department of Homeland Security (USDHS) is providing financial assistance to the Miami urban area in the amount $10,708,461.00 dollars through the Urban Area Security Initiative (UASI) Grant Program FY 2009; and

WHEREAS, the Sponsoring Agency is the coordinating agent for the Miami UASI Grant Program FY 2009; and

WHEREAS, as the USDHS requires that the urban areas selected for funding take a regional metropolitan area approach to the development and implementation of the UASI Grant Program FY 2009 and involve core cities, core counties, contiguous jurisdictions, mutual aid partners, and State agencies; and

WHEREAS, the UASI Grant Program FY 2009 has included the Village of Key Biscayne and anticipates sub-granting a portion of the UASI funds in accordance with the grant's requirements; and

WHEREAS, the City Commission, by Resolution No. R-11-0197, adopted on May 12th, 2011, has authorized the City Manager to enter into this Agreement with the Village of Key Biscayne on behalf of the City of Miami; and

WHEREAS, the Sponsoring Agency wishes to work with the participating agencies through the Urban Area Working Group process to enhance the ability to respond to respond to a terrorist threat or act by Miami and its surrounding jurisdictions.

GKW#11-245

NOW THEREFORE, in consideration of the foregoing, the parties hereto agree as follow:

I. PURPOSE

A. This Agreement delineates responsibilities of the Sponsoring Agency and the Participating Agencies for activities under the UASI Grant Program FY 2009 which was made available by the U.S. Department of Homeland Security and the State of Florida Division of Emergency Management (FDEM).

B. This Agreement serves as the Scope of Work between the Participating Agency and the Sponsoring Agency.

II. SCOPE

A. The provisions of this Agreement apply to UASI Grant Program FY 2009 activities to be performed at the request of the federal government, provided at the option of the Sponsoring Agency, and in conjunction with, preparation for, or in anticipation of, a major disaster or emergency related to terrorism and or weapons of mass destruction.

B. No provision in this Agreement limits the activities of the Urban Area Working Group or its Sponsoring Agency in performing local and state functions.

III. DEFINITONS

A. Critical Infrastructure. Any system or asset that if attacked would result in catastrophic loss of life and/or catastrophic economic loss management of resources (including systems for classifying types of resources); qualifications and certification; and the collection, tracking, and reporting of incident information and incident resources.

B. Core County. The county within which the core city is geographically located. The core city is the City of Miami.

C. National Incident Management System (NIMS). This system will provide a consistent nationwide approach for federal, state, and local governments to work effectively and efficiently together to prepare for, respond to, and recover from domestic incidents, regardless of cause, size, or complexity. To provide for interoperability and compatibility among Federal, State, and local capabilities, the NIMS includes a core set of concepts, principles, terminology, and technologies covering the incident command system; multi-agency coordination systems; unified command; training; identification and

D. Urban Area Working Group (UAWG). The State Administrating Agency Point of Contact (SAA POC) must work through the Mayor/CEOs from all other jurisdictions within the defined urban area to identify POCs from these jurisdictions to serve on the Urban Area Working Group. The Urban Area Working Group is responsible for coordinating development and implementation of all program elements, including the urban area assessment, strategy development, and any direct services that are delivered by the grant.

E. UASI Grant Program FY 2009. UASI Grant Program FY 2009 refers to a grant provided to address the unique equipment, training, planning, and exercise needs of large high threat urban areas, and program activities involving coordination by the identified core city, core county/counties, and the respective State Administrative Agency. Funding for the UASI Grant Program FY 2009 was appropriated by U.S. Congress and is authorized by Public Law 108–11, the Emergency Wartime Supplemental Appropriations Act, 2003. The funding will provide assistance to build an enhanced and sustainable capacity to prevent, respond to, and recover from threats or acts of terrorism for the selected urban areas.

F. Urban Area. An urban area is limited to inclusion of jurisdictions contiguous to the core city and county/counties, or with which the core city or county/counties have established formal mutual aid agreements.

IV. SPONSORING AGENCY SHALL BE RESPONSIBLE FOR:

A. Providing an administrative department, which shall be the City of Miami Fire-Rescue Department, authorized to carry out the herein agreed upon responsibilities of the Sponsoring Agency.

B. Coordinating with named counties and cities, with the respective State Administrative Agency, and with the FDEM and USDHS.

C. Conducting a comprehensive Urban Area Assessment, which will in turn guide the development of an Urban Area Homeland Security Strategy.

D. Ensuring the participation of the following critical players in the assessment and strategy development process: law enforcement, emergency medical services, emergency management, the fire service, hazardous materials, public works, governmental administrative, public safety communications, healthcare and public health.

E. Developing a comprehensive Urban Area Homeland Security Strategy and submit to the SAA POC.

F. Complying with the requirements or statutory objectives of federal law.

G. Ensuring satisfactory progress toward the goals or objectives set forth in the grant application.

H. Following grant agreement requirements and/or special conditions.

I. Submitting required reports.

V. THE PARTICIPATING AGENCIES SHALL BE RESPONSIBLE FOR:

A. Providing an administrative department, which shall be the Village of Key Biscayne Fire Department who shall serve as the main liaison and partner with the City of Miami Fire-Rescue Department, authorized to carry out the herein agreed upon responsibilities of the Sponsoring Agency.

B. Developing sub-grants for municipalities within each county in accordance with UASI Grant Program FY 2009 requirements. Participating Agencies and sub-grantees must abide by the grant requirements including budget authorizations, required accounting and reporting on fund usage, use of funds only for the intended purpose, and tracking of federally funded assets.

C. Submitting monthly budget detail worksheets to the City of Miami on the progress of direct purchases of equipment or services.

D. Complying with all UASI Grant Program FY 2009 requirements.

E. Participating as a member of the Urban Area Working Group to include coordinating with and assisting the City of Miami in conducting a comprehensive Urban Area Assessment, which in turn will guide development of an Urban Area Homeland Security Strategy.

F. Ensuring the participation of the following critical players in the assessment and strategy development process: law enforcement, emergency medical services, emergency management, the fire service, hazardous materials, public works, governmental administrative, public safety communications, healthcare and public health.

G. Assisting the sponsoring agency in development of a comprehensive Urban Area Homeland Security Strategy.

H. Complying with the requirements or statutory objectives of federal law.

I. Ensuring satisfactory progress toward the goals or objectives set forth in the grant application.

J. Following UASI Grant Program FY 2009 agreement requirements and/or special conditions.

K. Submitting required reports as prescribed by the Sponsoring Agency in a timely manner.

L. Maintaining an equipment inventory of UASI purchased items.

VI. THE SPONSORING AGENY AND THE PARTICIPATING AGENCY AGREE:

A. That funding acquired and identified for the Urban Area Security Initiative will be administered solely by the Sponsoring Agency.

B. The Participating Agencies will provide financial and performance reports to the sponsoring agency in a timely fashion. The Sponsoring Agency will prepare consolidated reports for submission to the State of Florida.

C. The Sponsoring Agency is not responsible for personnel salaries, benefits, workers compensation or time related issues of the Participating Agency personnel.

D. Sponsoring Agency and Participating Agency are subdivisions as defined in Section 768.28, Florida Statutes, and each party agrees to be fully responsible for the respective acts and omissions of its agents or employees to the extent permitted by law. Nothing herein is intended to serve as a waiver of sovereign immunity by any party to which sovereign immunity may be applicable. Nothing herein shall be construed as consent by a state agency or subdivision of the State of Florida to be sued by third parties in any manner arising out of this Agreement or any other contract.

E. This is a reimbursement grant that requires the Participating Agencies to purchase, receive, and pay invoices in full for equipment, services, and allowable personnel costs PRIOR to submitting the same for reimbursement to the Sponsoring Agency.

VII. FINANCIAL AGREEMENTS

A. Financial and Compliance Audit Report: Recipients that expend $300,000.00 or more of Federal funds during their fiscal year are required to submit an organization-wide financial and compliance audit report. The audit must be performed in accordance with the U.S. General Accounting Office Government Auditing Standards and OMB Circular A-133.

B. The Secretary of Homeland Security and the Comptroller General of the United States shall have access to any books, documents, and records of recipients of UASI Grant Program FY 2009 assistance for audit and examination purposes, provided that, in the opinion of the Secretary of Homeland Security or the Comptroller General, these documents are related to the receipt or use of such assistance. The grantee will also give the sponsoring agency or the Comptroller General, through any authorized representative, access to and the right to examine all records, books, papers or documents related to the grant.

C. Financial Status Reports are due within 45 days after the end of each calendar quarter. A report must be submitted for every quarter that the award is active, including partial calendar quarters, as well as for periods where no grant activity occurs.

D. Submit progress reports to describe progress to date in implementing the grant and its impact on homeland security in the state.

E. All financial commitments herein are made subject to the availability of funds and the continued mutual agreements of the parties.

VIII. CONDITIONS, AMENDMENTS, AND TERMINATION

A. The Participating Agency will not illegally discriminate against any employee or applicant for employment on the grounds of race, color, religion, sex, age, or national origin in fulfilling any and all obligations under this Agreement.

B. Any provision of this Agreement later found to be in conflict with Federal law or regulation, or invalidated by a court of competent jurisdiction, shall be considered inoperable and/or superseded by that law or regulation. Any provision found inoperable is severable from this Agreement, and the remainder of the Agreement shall remain in full force and effect.

C. This Agreement may be modified or amended only with the written agreement of each of the parties.

D. This Agreement may be terminated by either party on thirty (30) days written notice to the other party.

E. This Agreement shall be considered the full and complete agreement between the undersigned parties, and shall supersede any prior Memorandum of Agreement among the parties, written or oral, except for any executory obligations that have not been fulfilled.

F. This Agreement may be executed in several parts, each of which shall be considered a valid Agreement, provided that each of the parties to the Agreement has executed at least one (1) original copy of the Agreement and has transmitted copy of the signature page hereof to the other parties.

G. This Agreement will end on April 30, 2012, unless otherwise extended, at which time the parties may agree to renew the association. Renewal will be based on evaluation of the Sponsoring Agency's ability to conform to procedures, training and equipment standards as prescribed by the grant.

IX. DEFAULT

A. If any of the following events occur ("Events of Default"), all obligations on part of the Sponsoring Agency to make further payment of funds shall, if the Sponsoring Agency elects, terminate and the Sponsoring Agency has the option to exercise any of its remedies set forth in Section X. However, the Sponsoring Agency may make payments or partial payments after any Events of Default without waiving the right to exercise such remedies, and without becoming liable to make any further payment.

a. If any warranty or representation made by the Participating Agency in this Agreement or any previous agreement with the Sponsoring Agency is or becomes false or misleading in any respect, or if the Participating Agency fails to keep or perform any of the obligations, terms or covenants in this Agreement or any previous agreement with the Sponsoring Agency and has not cured them in timely fashion, or is unable or unwilling to meet its obligations under this Agreement;

b. If material adverse changes occur in the financial condition of the Participating Agency at any time during the term of this Agreement and the Participating Agency fails to cure this adverse change within thirty days from the date written notice is sent by the Sponsoring Agency;

c. If any reports required by this Agreement have not been submitted to the Sponsoring Agency or have been submitted with incorrect, incomplete, or insufficient information;

d. If the Participating Agency has failed to perform and complete on time any of its obligations under this Agreement.

X. REMEDIES

A. If an Event of Default occurs, then the Sponsoring Agency may, after thirty calendar days written notice to the Participating Agency and upon the Participating Agency's failure to cure within those thirty days, exercise any one or more of the following remedies, either concurrently or consecutively:

a. Terminate this Agreement, provided that the Participating Agency is given at least thirty days prior written notice of the terminations. The notice shall be effective when placed in the United States, first class mail, postage prepaid, by registered or certified mail-return receipt requested;
b. Begin an appropriate legal or equitabl3e action to enforce performance of this Agreement;
c. Withhold or suspend payment of all or any part of a request for payment;
d. Require that the Participating Agency refund to the Sponsoring Agency any monies used for ineligible purposes under that laws, rules and regulations governing the use of these funds;
e. Exercise any corrective or remedial actions, to include but not be limited to:
    1. Request additional information from the Participating Agency to determine the reasons for or the extent of non-compliance or lack of performance;
    2. Issue a written warning to advise that more serious measures may be taken if the situation is not corrected;.
    3. Advise the Participating Agency to suspend, discontinue or refrain from incurring costs for any activities in question or
    4. Require the Participating Agency to reimburse the Sponsoring Agency for the amount of costs incurred for any items determined to be ineligible;
f. Exercise any other rights or remedies which may be available under law.
g. Pursuing any of the above remedies will not stop the Sponsoring Agency from pursuing any other remedies in this Agreement or provided at law or in equity. If the Sponsoring Agency waives any right or remedy in this Agreement or fails to insist on strict performance by the Participating Agency, it will not affect, extend or waive any other right or remedy of the Sponsoring Agency, or affect the later exercise of the same right or remedy by the Sponsoring Agency for any other default by the Participating Agency.

SPONSORING AGENCY

THE CITY OF MIAMI, a municipal Corporation of the State of Florida

ATTEST:

BY: _____
Priscilla A. Thompson
City Clerk 6-10-11

BY: _____
Tony E. Crapp, Jr.
for City Manager

APPROVED AS TO FORM AND CORRECTNESS:

BY: _____
Julie O. Bru GKW
City Attorney

APPROVED AS TO INSURANCE REQUIREMENTS:

BY: _____
Gary Reshefsky, Director
Risk Management