

RESOLUTION NO. 08-091

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF KEY WEST, FLORIDA, APPROVING THE ATTACHED INTERLOCAL AGREEMENT BETWEEN MONROE COUNTY AND THE CITY FOR EMERGENCY TRANSPORTATION SERVICES; PROVIDING FOR AN EFFECTIVE DATE

BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF KEY WEST, FLORIDA, AS FOLLOWS:

Section 1: That the attached Interlocal Agreement between Monroe County and the City is hereby approved.

Section 2: That this Resolution shall go into effect immediately upon its passage and adoption and authentication by the signature of the presiding officer and the Clerk of the Commission.

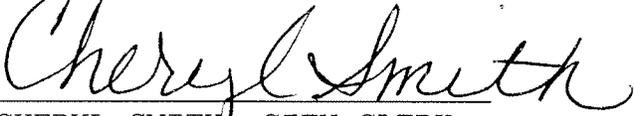
Passed and adopted by the City Commission at a meeting held this 18th day of March, 2008.

Authenticated by the presiding officer and Clerk of the Commission on March 19, 2008.

Filed with the Clerk March 19, 2008.


MORGAN MCPHERSON, MAYOR

ATTEST:


CHERYL SMITH, CITY CLERK

**Interlocal Agreement between City of Key West
and Monroe County
for
Emergency Transportation**

THIS AGREEMENT is made and entered into this 21st day of May, 200 by and between **MONROE COUNTY ("COUNTY")**, a political subdivision of the State of Florida, with principal offices located at 1100 Simonton Street, Suite 2-205, Key West, Florida 33040, and **CITY OF KEY WEST ("CKW")**, Department of Transportation located at 627 Palm Avenue, Key West, Florida 33040.

WITNESSETH:

WHEREAS, COUNTY recognizes the need to provide additional emergency transportation services to Monroe County residents, guests, workforce and their appropriately caged or crated pets during the evacuation, re-entry, and recovery phase of an emergency as determined by Monroe County Emergency Management; and

WHEREAS, County recognizes the requirement to provide for the needs of individuals with household pets and service animals prior to, during, and following a major disaster or emergency pursuant to the "Pets Evacuation and Transportation Standards Act of 2006 (PL 109-308, October 6, 2006) amending the Robert T. Stafford Disaster Relief and Emergency Act of 2006 (42 USCA § 5196); and

WHEREAS, CKW desires to offer transit services to residents, guests, workforce and their caged or crated pets during the evacuation, re-entry, and recovery phase of an emergency as determined by Monroe County Emergency Management; and

WHEREAS, CKW has the ability to transport residents, guests, workforce and their appropriately caged or crated pets during the evacuation, re-entry, and recovery phase of an emergency from Key West to Marathon; and

WHEREAS, COUNTY wishes to implement additional transportation services before and after future emergencies, to enhance the public safety and to provide additional viable means for residents, guests, workforce and their caged or crated pets to evacuate during all phases of an emergency as declared by of Emergency by the Monroe County Emergency Management.

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

Section 1. Services.

1.1 CKW shall provide additional transportation for the residents, guests, workforce and properly caged or crated pets of Monroe County between Key West and Marathon.

1.2 The services will commence when a local state of emergency is declared by Monroe County

Emergency Management and upon CKW being contacted by County to begin the service.

1.3 CKW states that it has, and shall maintain throughout the term of this Agreement, appropriate licenses to perform the services under this Agreement; proof of such licenses shall be submitted to the COUNTY upon request.

Section 2. Payment.

2.1 COUNTY and CKW agree that the cost of emergency transportation service shall be paid by the CKW for State and Federal declared emergency with CKW following all reimbursement practices in place for full reimbursement of all costs associated with same.

2.2. COUNTY agrees to pay CKW a fee of \$80.00 / hour / vehicle, reimbursement of full fare passenger rates for lost revenues in the event of emergency use of vehicles pulled from normal operating routes, for which FEMA reimbursements are not received; not to exceed full reimbursement of all operating costs associated with provision of emergency transport services that are outside of CKW jurisdiction.

Section 3. Term.

This Agreement shall commence on upon the date of execution by the last signatory to the Agreement, and shall run for three years from that date, unless terminated earlier under paragraph 4 of this Agreement.

Section 4. Termination.

This Agreement may be terminated at the discretion of either party upon not less than thirty (30) days' written notice to the other party.

Section 5. Requirements for Evacuation and Transportation of Pets.

Pets to be transported must be properly caged or crated, must have pre-registered, and must have the appropriate documentation and current vaccinations as set forth in the Monroe County Pet Friendly Hurricane Evacuation Center Registration Guidelines.

Section 6 Notices.

6.1 All notices and other communications required under this Agreement must be in writing and addressed as follows:

FOR COUNTY:

Irene Toner, Director
Emergency Management
490 63rd Street, Suite 150
Marathon, Florida 33050

Jose Tezanos, Planner
Emergency Management
490 63rd Street, Suite 150
Marathon, Florida

305-289-6325 (office)
305-517-2414/2413 (EOC)

FOR CKW:

Myra Wittenberg, Director / CCTM
City of Key West Department of Transportation
627 Palm Avenue
Key West, Fl 33040
305-292-8285 (facsimile)
305-809-3910 (office)

6.2 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.

6.3 Due to the emergency nature of this Agreement, Notice of the beginning of service as set out under Section 1.3 shall be deemed to be duly given and received by telephone call or email from COUNTY to CKW and followed immediately by certificate mail, return receipt requested, postage and fees prepaid; hand delivered; facsimile; or by overnight delivery service with proof of delivery.

Section 7. Governing Law, Venue, Interpretation.

This Agreement shall be governed by and construed in accordance with the laws of the State of Florida applicable to agreements made and to be performed entirely in the State. In the event that any cause of action or administrative proceeding is instituted for the enforcement or interpretation of this Agreement, the COUNTY and CKW agree that venue will lie in the appropriate court or before the appropriate administrative body in Monroe County, Florida. Mediation conducted regarding this Agreement shall be performed according to the rules of the 16th Judicial Circuit for Monroe County, Florida. This Agreement is not subject to arbitration.

Section 8 Entire Agreement/Modification/Amendment.

This writing sets forth the entire agreement of the parties with respect to the subject matter of this 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 writing signed by both parties.

Section 9 Access to Records and Audits.

9.1 CKW shall maintain all books, records, and documents directly pertinent to performance under this Agreement in accordance with generally accepted accounting principles consistently applied. Each party to this Agreement or their authorized representatives shall have reasonable and timely access to such records of each other party to this Agreement for public records purposes during the term of the Agreement and for four years following the termination of this Agreement. If an auditor employed by the COUNTY or Clerk determines that monies paid to CKW pursuant to this Agreement were spent for purposes not authorized by this Agreement, CKW shall repay the monies together with interest calculated pursuant to

Sec. 55.03, FS, running from the date the monies were paid to CKW.

9.2 The COUNTY and CKW shall allow and permit reasonable access to, and inspection of, all documents, papers, letters or other materials in its possession or under its control subject to the provisions of Chapter 119, Florida Statutes, and made or received by the COUNTY and CKW in conjunction with this Agreement; and the COUNTY shall have the right to unilaterally cancel this Agreement upon violation of this provision by CKW.

Section 10 Non-Reliance By Non-Parties.

10.1 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 CKW 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 Agreement separate and apart, inferior to, or superior to, the community in general, or for the purposes contemplated in this Agreement.

10.2 Both COUNTY and CKW understand that the employees provided by CKW for the purpose of this Agreement remain the employees of CKW. Execution of this Agreement does not create any employment relationship, contractual or implied, between said employees and COUNTY.

Section 11 Taxes.

COUNTY is exempt from payment of Florida State Sales and Use taxes. CKW shall be responsible for any and all taxes, or payments of withholding, related to services rendered under this Agreement.

Section 12 Insurance

The extent of liability is in no way limited to, reduced, or lessened by the insurance requirements contained elsewhere within this agreement. Failure of CKW to comply with the requirements of this section shall be cause for immediate termination of this agreement.

Prior to execution of this agreement, CKW shall furnish the COUNTY Certificates of Insurance indicating the minimum coverage limitations in the following amounts:

WORKERS COMPENSATION AND EMPLOYER'S LIABILITY INSURANCE.

Where applicable, coverage to apply for all employees at a minimum statutory limits as required by Florida Law.

COMPREHENSIVE AUTOMOBILE VEHICLE LIABILITY INSURANCE.

Motor vehicle liability insurance, including applicable no-fault coverage, with limits of liability of not less than \$1,000,000.00 per occurrence, combined single limit for Bodily Injury Liability and Property Damage Liability. Coverage shall include all owned vehicles, all non-owned vehicles, and all hired vehicles.

COMMERCIAL GENERAL LIABILITY.

Commercial general liability coverage with limits of liability of not less than \$1,000,000.00 per occurrence combined single limit for Bodily Injury Liability and Property Damage Liability.

CERTIFICATES OF INSURANCE.

Original Certificates of Insurance shall be provided to the COUNTY at the time of execution of this Agreement and certified copies provided if requested. Each policy certificate shall be endorsed with a provision that not less than thirty (30) calendar days' written notice shall be provided to the COUNTY before any policy or coverage is canceled or restricted. The underwriter of such insurance shall be qualified to do business in the State of Florida. If requested by the County Administrator, the insurance coverage shall be primary insurance with respect to the COUNTY, its officials, employees, agents and volunteers

Section 13 Severability.

If any term or provision of this Agreement shall to any extent be held invalid or unenforceable, the remainder of this 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 14 Waiver.

The failure of either party to this 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 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 15 Counterparts.

This 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.

Section 16 Authority.

Each party represents and warrants to the other that the execution, delivery and performance of this Agreement have been duly authorized by all necessary County, corporate or individual action, as required by law.

Section 17 Covenant of No Interest.

The parties covenant that they do not presently have any interest, and shall not acquire any interest, which would conflict in any manner or degree with performance under this Agreement, and that the only interest of each is to perform and receive benefits as recited in this Agreement.

Section 18 Code of Ethics.

COUNTY and CKW agree that officers and employees of the COUNTY recognize and will be required to comply with the standards of conduct for public officers and employees as delineated in Section 112.313, Florida Statutes, regarding, but not limited to, solicitation or acceptance of gifts; doing business with one's agency; unauthorized compensation; misuse of public position, conflicting employment or contractual relationship; and disclosure or use of certain information.

Section 19 No Solicitation/Payment.

Each party warrants that, with respect to itself, it has neither employed nor retained any company or person, other than a bona fide employee working solely for it, to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for it, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. For the breach or violation of the provision, the CKW agrees that the County shall have the right to terminate this Agreement without liability and, at its

discretion, to offset from monies owed, or otherwise recover, the full amount of such fee, commission, percentage, gift, or consideration.

Section 20 Non-Waiver of Immunity.

Notwithstanding the provisions of Sec. 768.28, Florida Statutes, the participation of CKW and COUNTY in this Agreement and the acquisition of any commercial liability insurance coverage, self-insurance coverage, or local government liability insurance pool coverage shall not be deemed a waiver of immunity to the extent of liability coverage, nor shall any contract entered into by the CKW and/or COUNTY be required to contain any provision for waiver.

IN WITNESS WHEREOF, the parties hereto have entered into this Agreement the day and year executed by both parties.

(SEAL)

Attest: DANNY L. KOLHAGE, CLERK

By: *[Signature]*
Deputy Clerk
Date: MAY 21 2008

BOARD OF COUNTY
COMMISSIONERS
OF MONROE COUNTY, FLORIDA

By: *[Signature]*
Mayor **Charles "Sonny" McCoy**
Date: MAY 21 2008

By: *[Signature]*
City of Key West

Morgan McPherson
Printed Name

Dated: 3-31-08

Witness for the City of Key West
[Signature]
Signature
Cheryl Smith
Print Name
Date: 3-31-08

MONROE COUNTY ATTORNEY
APPROVED AS TO FORM:
[Signature]
CYNTHIA L. HALL
ASSISTANT COUNTY ATTORNEY
Date: 4-2-08

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
06/05/08

PRODUCER
Arthur J. Gallagher Risk Management Services, Inc.
2255 Glades Road
Suite 400E
Boca Raton, FL 33431

INSURED
City of Key West
PO Box 1409
Key West, FL 33041-1409

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A: Princeton Excess & Surplus Lines Ins	10786
INSURER B: Midwest Employers Cas Co	23612
INSURER C:	
INSURER D:	
INSURER E:	

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR ADD'L LTR INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Limit is excess of <input checked="" type="checkbox"/> \$100,000 SIR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	G1-A3-EX-0000054-00	10/01/07	10/01/08	EACH OCCURRENCE \$ 900,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS <input checked="" type="checkbox"/> Limit is excess of <input checked="" type="checkbox"/> 100,000 SIR	G1-A3-EX-0000054-00	10/01/07	10/01/08	COMBINED SINGLE LIMIT (Ea accident) \$ 900,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EA ACC \$ AGG \$
	EXCESS/UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below				<input type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
B	OTHER Excess Workers Comp.	EWC005187	10/01/07	10/01/08	*Statutory * Employers Liab. 1,000,000

M. Stens
6-5-08

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS
 * Subject to Self-Insured Retention \$500,000
 RE: Interlocal Agreement between City of Key West and Monroe County for Emergency Transportation

CERTIFICATE HOLDER

Monroe County Board of County Commissioners
1100 Simonton Street
Suite 2-268
Key West, FL 33040
USA

CANCELLATION *10-day cancellation notice for non-payment

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30* DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.
 AUTHORIZED REPRESENTATIVE
David L. Harris

Executive Summary



To: Shawn Smith, City Attorney

cc: Jim Scholl, City Manager

From: Myra Wittenberg, Director / KWDoT

A handwritten signature in black ink, appearing to read "Myra W", is written over the "From:" line.

Date: March 5, 2008

Subject: Interlocal Agreement - City of Key West and Monroe County for Emergency Transportation Services

PROJECT

This is a request for resolution approval of the attached Interlocal Agreement between the City of Key West and Monroe County regarding Emergency Transportation Services.

BACKGROUND

The Florida Keys are prone to weather conditions which can require evacuation of its residents. Many of the residents of the City of Key West and throughout Monroe County do not have transportation to evacuate and re-enter when necessary. The City of Key West has the means with its fleet of buses to transport individuals and their caged pets when a state of emergency is declared during all phases of emergency. This includes but is not limited to State, Federal and Local emergencies.

In the past, the City has provided emergency transportation in and for Monroe County as to evacuation and return entry of residents, visitors and caged pets in accordance to Florida Statutes. What is now required is an executed agreement between the two governing bodies that provides for proper and adequate documentation and reimbursement of expenses associated with these services.

FEMA and the Department of Homeland Security require local government agencies implement disaster preparedness plans in advance which includes natural disasters as outlined in the Homeland Security Presidential Directive 8 (HSPD-8). HSPD-8 emphasizes expanding regional collaboration in order to prepare for an emergency. That is the purpose of this resolution and agreement.

OPTION 1: APPROVAL OF THE MUTUAL AID AGREEMENT

The advantage to having an approved agreement between the City of Key West and Monroe County for the purposes of emergency transportation is to clarify the roles and responsibilities of each party before and during all phases of the emergency and identify methods of payment and reimbursement of all services to be rendered if and when necessary.

ADVANTAGES / DISADVANTAGES AND FISCAL IMPACT:

The advantages of a mutual aid agreement is that both governing boards are informed and aware in advance of what each agency is responsible to provide in the event of disasters

Executive Summary - Monroe County Emergency Transportation

Page 2

03/05/08

or other types of emergencies. It allows organizations opportunity for management to provide training and planning that are necessary to assure the most efficient use of resources during an emergency. It allows for emergency management plans to be tested in exercises with various agencies to measure overall effectiveness in advance of real emergencies. Another advantage is that the public is provided a means of travel to evacuate which may result in saving life's for those who otherwise would have no means of evacuation; an evacuation plan for the general population.

An obvious disadvantage is that there would be no mechanism in place to provide for expenses, reimbursement or services to those in need during emergencies which very well may result in loss of life in some cases.

OPTION 2: NO AGREEMENT PUT IN PLACE

The Commission could opt not to approve the Agreement. If the agreement is not approved, the City of Key West and Monroe County will continue to work together in the event a state of emergency is declared. We will do what we have to do to assure that the public's safety is our priority but it leaves a lot of open ends without a pre-arranged agreement in place.

ADVANTAGES / DISADVANTAGES AND FISCAL IMPACT:

The real advantage is that we comply with all Homeland Security and FEMA requirements by establishing advance mutual aid agreements for emergency management.

A clear disadvantage of not having an agreement is that the responsibilities of each agency is not clearly defined which often times leads to miscommunication, duplicated services and efforts which results in duplicated costs and reimbursement issues. All of which have occurred in the past causing us to go into a secondary emergency management mode that can truly be avoided.

RECOMMENDATION

KWDoT recommends approving the Interlocal Agreement between the City of Key West and Monroe County as this agreement will aid the preparation, evacuation, re-entry, and recovery in the event a state of emergency is declared as it relates to mutual aid between the City and County.

MHW/mc

Attachment

File: Executive Summary – Interlocal Agreement between City of Key West and Monroe County for Emergency Transportation 3-5-08