

**OSCEOLA COUNTY BOARD OF COUNTY COMMISSIONERS
AGENDA REQUEST**

DIVISION:	PUBLIC SAFETY	MEETING DATE:	6/25/2007
DEPARTMENT:	EMERGENCY SERVICES	MEETING TYPE:	REGULAR MEETING
DEPARTMENT DIRECTOR:	FRANK MONTES DE OCA	REQUEST TYPE:	CONSENT

AGENDA REQUEST

Approval and authorization for the Chairman/Vice Chairman to sign the Agreement between Osceola County Board of County Commissioners and Osceola County Amateur Radio Emergency Services (ARES) for use in disaster of emergent situations.

FINANCIAL INFORMATION

TOTAL REQUESTED AMOUNT: \$

The adopted fiscal year 2007 budget includes a total of \$30,100 for Emergency Management operating in account 0012141525, of which \$14,630 is available for expenditure. Although not specifically budgeted, expenditures for background checks, at \$36.00 each, will be incurred in line item 5340000, Contractual Services within the Emergency Management budget. Staff typically provides in-house training and works directly with the community to facilitate proper emergency preparedness as provided in the terms of this agreement. The term of this agreement is five years; appropriations beyond 2007 are contingent upon future Board approval.

APPROVING DEPARTMENTS

COUNTY ATTORNEY	OLGA SANCHEZ DE FUENTES	6/19/2007
HUMAN RESOURCES	LARRY DYKES	6/18/2007
OMB	PHYLLIS SCHWARZ	6/15/2007
PROCUREMENT	REBECCA JONES	6/15/2007
RISK MANAGEMENT	DAVE APFELBAUM	6/15/2007

BACKGROUND INFORMATION

The American Radio Relay League is the parent organization for the Amateur Radio Emergency Services (ARES) throughout the county. ARES is comprised of individuals who desire to provide volunteer disaster communications services. ARES groups typically supply shelter and auxiliary communications. ARES member are dedicated licensed radio amateurs who have voluntarily registered their services for use during a disaster. This agreement is to supplement radio communications capability in a disaster. Human Resources would conduct background screening to selected ARES members.

AGREEMENT BETWEEN
OSCEOLA COUNTY BOARD OF COUNTY COMMISSIONERS
AND
OSCEOLA COUNTY ARES®

THIS AGREEMENT is entered by and between the Osceola County Board of County Commissioners, a political subdivision of the State of Florida, (hereinafter referred to as Osceola County Emergency Management), and Osceola County ARES® (hereinafter referred to as ARES), a volunteer Amateur Radio Emergency Service organization sanctioned by the American Radio Relay League (ARRL).

RECITALS:

WHEREAS, ARES consists of licensed amateur radio operators who have voluntarily registered their qualifications and equipment for communications duty in the public service when disaster strikes; and

WHEREAS, this Agreement shall establish the broad framework for cooperation between ARES and the County in rendering assistance and services in the event of a local state of emergency and procedures to allow ARES to act in the capacity of a deployable volunteer asset to support County communications capabilities; and

WHEREAS, in the event of a declaration of a local state of emergency and in order to provide volunteer emergency communications services for Osceola County Emergency Management (OCEM), ARES may require occasional use of facilities in control and at the discretion of the OCEM;

WHEREAS, to be an effective, integral component of Osceola County's emergency management system, ARES will require certain training and will meet specific qualifications to ensure the safety, conformity; compliance and integrity to protect the citizens and visitors as well as OCEM and ARES in the execution of volunteer duties as required; and

WHEREAS, the coordination and cooperation between the parties is mutually beneficial and is in the best interest of the health, safety and welfare of the citizens of Osceola County.

NOW, THEREFORE, in consideration of the mutual covenants contained herein and for other good and valuable consideration provided by each party hereto, the parties agree as follows:

1. **TERM.** The term of this Agreement shall be for five years from the date of execution by the County. The term may be extended by mutual written agreement of the parties.
2. **TERMINATION:** Either party, with or without cause, may terminate this agreement in writing with ninety (90) days notice to the other party. The County may terminate this Agreement immediately for cause. Cause shall mean failure on the part of ARES to comply with the terms of this Agreement.
3. **SERVICE AND PREMISES REQUIREMENTS:** Osceola County Emergency Management (OCEM) may require services ARES provides and may provide for the temporary use of County facilities under the terms and conditions described herein:
 - A. ARES will provide services as requested in an expedient, professional manner at the direction and control of a supervisor as appointed by OCEM.

- B. Upon declaration of a local emergency and entry of an order activating the Emergency Operations Center, OCEM will, in a reasonable manner, contact ARES to request their services.
- C. By way of example, and not limitation, ARES may be requested to provide emergency communications in the event of failure of the county communications system; additional communication services may be supplemental or additional communications capabilities normally not available. Additionally they may provide communications points for operational elements deployed during special events.
- D. Operational procedures shall be developed in concert between Osceola County ARES and OCEM.
- E. In order to ensure interoperability and maintain NIMS compliance, OCEM requires at minimum, that all volunteers affiliated to ARES complete the following coursework:
 - 1) Introduction to the National Incident Management System (IS-700)
 - 2) Introduction to the National Response Plan (IS-800)
 - 3) Introduction to the Incident Command System (IS-100)
 - 4) Basic Incident Command System (IS-200)
- F. OCEM further requires and shall provide that the Emergency Coordinator (EC) and designated Assistant Emergency Coordinators (AECs) within the ARES group complete the additional following coursework:
 - 1) Intermediate Incident Command System (ICS-300)
 - 2) Developing and Managing Volunteers (IS-244)
- G. OCEM will require ARES to participate in various exercises on an invitation basis.
- H. ARES will provide a comprehensive operational plan, which includes the tenets of Standard Operating Procedures as dictated in the coursework known as Emergency Planning IS-235. The plan shall also include methods of call-up, current contact information and necessary alternatives. The coursework for IS-235 will be provided by the OCEM.
- I. ARES will use standard Incident Command System forms for all reporting during activations and will be expected to operate within the Communications Unit as a deployable asset to the Operations Section based on demand.
- J. OCEM will provide additional training specific to activations to ensure operational continuity and readiness.
- K. ARES will provide regular updates on any organizational changes, which may occur within the ARES organization. Should the leadership of the organization change, this agreement may be subject to revision.
- L. ARES members understand and agree that the term of operability with OCEM is subject to a background check of the operational membership in accordance with applicable policy and laws governing such organizations.

4. **COMPLIANCE WITH LAWS:** ARES, at its sole expense, shall comply with all laws, ordinances, judicial decisions, orders and regulations of Federal, State, County and Municipal Governments, as well as their respective Departments, Commissions, Boards and Officers, which are in effect at the time of execution of this Agreement or are adopted at any time following the execution of this Agreement. ARES shall also comply with County rules and regulations, including those of the insurance carrier of the facilities, affecting the facilities, or the use thereof, and will not conduct or permit the use of the facilities for any illegal or improper use or conduct.
5. **APPLICABLE LICENSING:** ARES, at its sole expense shall obtain all required federal, state and local licenses, occupational and otherwise, required to successfully provide the services set forth herein.
6. **INSURANCE:** ARES members are volunteers and as such, when activated for service for the County they shall be covered under the applicable County insurance policy regarding coverage of volunteers. Insurance coverage of the volunteers does not extend to the volunteer's privately owned vehicle.
7. **SOVEREIGN IMMUNITY:** Nothing herein shall be construed as a waiver of sovereign immunity, which may be applicable to either party pursuant to Section 768.28, Florida Statutes.
8. **GOVERNING LAW; SEVERABILITY; VENUE; DISPUTES; WAIVER OF JURY TRIAL.** This Agreement shall be construed in accordance with the laws of the State of Florida. Venue shall lie in Osceola County, Florida. The parties further agree to negotiate in good faith any dispute that may arise at the management level of each respective entity. The parties hereby agree to waive their right to a trial by jury.
9. **ENTIRE AGREEMENT:** This Agreement contains all the terms and conditions agreed upon by the parties. No other Agreement oral or otherwise, regarding the subject matter of this Agreement, shall be deemed to exist or to bind any of the parties hereto.
10. **MODIFICATIONS:** The Covenants, terms, and provisions of this Agreement may be modified by way of a written instrument, mutually accepted by the parties hereto. In the event of a conflict between the covenants, terms, and/or provisions of this Agreement and any written Amendment(s) hereto, the provisions of the latest executed instrument shall take precedence.
11. **RELATIONSHIP OF THE PARTIES:** It is agreed by the parties hereto that at all times and for all purposes, within the scope of this Agreement, ARES is independent of the COUNTY and the ARES, its representatives, and the like, shall not be entitled to any of the rights, privileges or benefits of a COUNTY employee. Each of the Parties shall be solely responsible for the method and manner in which it and its respective representatives carry out the duties imposed on it by this Agreement, and neither Party shall exercise any control or direction over the methods by which the other Party and its respective members perform their respective functions hereunder, except as may otherwise be provided in this Agreement.
12. **SEVERABILITY:** All clauses found herein shall act independently of each other. If a clause is found to be illegal or unenforceable, it shall have no effect on any other provision of this Agreement. It is understood by the parties hereto that if any part, term, or provision of this Agreement is by the courts held to be illegal or in conflict with any law of the State of Florida or the United States, the

validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular part, term, or provision held to be invalid.

13. **WAIVER:** Failure of the parties to insist upon strict performance of any of the covenants, terms, provisions, or conditions of this Agreement, or to exercise any right or option herein contained, shall not be construed as a waiver or a relinquishment for the future of any such covenant, term, provision, condition, or right of election, but same shall remain in full force and effect.
14. **NOTICE:** The parties hereto agree and understand that written notice, mailed or delivered to the last known mailing address shall constitute sufficient notice to the COUNTY and the ARES. All notices required and/or made pursuant to this Agreement to be given to the COUNTY and the ARES shall be in writing and given by way of the United States Postal Service, first class mail, postage prepaid, addressed to the following addresses of record:

To County: Osceola County Board of County Commissioners
Attn: Emergency Services
Kissimmee, Florida 34741

Copies to: Osceola County Board of County Commissioners
Attn: Osceola County Manager
1 Courthouse Square, Suite 4700
Kissimmee, Florida 34741

ARES: Luis M. Candelario
2714 Pearl
Kissimmee, Florida 34743

15. **HEADINGS:** All headings of the sections, exhibits, and attachments contained in this Agreement are for the purpose of convenience only and shall not be deemed to expand, limit, or change the provisions contained in such sections, exhibits, and attachments.
16. **ASSIGNMENT:** This Agreement shall only be assignable by the RECIPIENT upon the express written consent of the COUNTY.
17. **JOINT AUTHORSHIP:** This Agreement shall be construed as resulting from joint negotiation and authorship. No part of this Agreement shall be construed as the product of any one of the parties hereto.

IN WITNESS WHEREOF, the Parties hereto have made and executed this Agreement on the respective dates of their duly authorized signatures affixed hereto.



**BOARD OF COUNTY COMMISSIONERS
OSCEOLA COUNTY, FLORIDA**

BY: _____


Chairman/Vice Chairman

ATTEST:

OSCEOLA COUNTY CLERK OF THE BOARD

By: Jimmy Ross
Clerk/Deputy Clerk of the Board

Date: BCC approved 6-25-07

OSCEOLA COUNTY ARES[®]

By: Luis M. Candelario
Luis M. Candelario,
Emergency Coordinator

Date: 5/19/2007