

**MEMORANDUM OF AGREEMENT
FOR PARTICIPATING MIAMI UASI GRANT AGENCIES
FOR DISTRIBUTION OF EQUIPMENT**

“ Broward County ”

This Agreement is entered into this _____ day of _____, 2014, by and between the City of Miami, a municipal corporation of the State of Florida, (the “Sponsoring Agency”) and Broward County, (the “Participating Agency”).

RECITALS

WHEREAS, the United States Department of Homeland Security (“USDHS”), through the State of Florida Division of Emergency Management, has sub-granted the Urban Area Security Initiative (“UASI”) Grant Program 2010 to the City of Miami, accepted pursuant to Resolution No. 11-0478, adopted November 17, 2011, to provide funds to address the unique equipment, training, planning, exercise and operational needs for urban areas, and to assist them in building an enhanced and sustainable capacity to prevent, respond to, and recover from threats or acts of terrorism; and

WHEREAS, in accordance with the UASI 2010 Grant Program, the participating agencies will uphold the Memoranda of Agreements (“Agreement”) which will now include the distribution of equipment as identified in “Attachment A”, which specifies responsibilities, use, maintenance, inventory, and disposal responsibilities in accordance with the UASI grant’s policies; and

WHEREAS, the City Commission, by Resolution No. 14-0066, adopted on 2-27-14, has authorized the City Manager to enter into this Agreement with the Participating Agency on behalf of the City of Miami; and

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

I. PURPOSE

- A. This Agreement delineates the transfer of federal UASI grant funded equipment, from the Sponsoring Agency to the Participating agency, and identifies such in "Attachment A" per Participating Agency.
- B. This Agreement stipulates the Participating Agency's responsibilities for said equipment as per the Sponsoring Agency's and the UASI grant's guidelines.
- C. This Agreement describes the intent and sole purpose of equipment as used in coordination by the Participating Agency for the participation, use, and availability of "Regional" equipment. "Regional", for the purposes of this grant and it's participants, is equipment or training that shall benefit and be made available to UASI participants (the "Requesting Agency"), as part of the collaboration of South Florida local and state first responder agencies, as listed above but not limited to, in working effectively and efficiently together to prepare for, respond to, and recover from man-made or natural disasters.

II. PARTICIPATING AGENCY'S RESPONSIBILITIES

- A. The Participating Agency shall not sell or otherwise dispose of this equipment without the written consent of the Sponsoring Agency. If and when the Sponsoring Agency approves of Participating Agency selling or disposing of said equipment, the Participating Agency will dispose of equipment properly.
- B. The Participating Agency shall submit an inventory report to the Sponsoring Agency when requested and in a timely manner. The inventory reports shall include but not limited to: the make, model, serial number, location, Point of Contact ("POC") who has functional authority, condition of equipment and any additional information as requested.
- C. The Participating Agency shall provide/make available the equipment for inventory and audit site visits as requested.
- D. The Participating Agency shall be fully responsible for the funding and coordination of maintenance to keep the "Regional" equipment in-service, fully operational, and available for use in the event the Requesting Agency requires the use of the listed equipment in "Attachment A".

- E. The Participating Agency shall ensure that equipment obtained from the UASI Grant Program is readily available for use by personnel trained to use such equipment for actual emergencies or exercises. Also, ensure that such equipment is readily available for onsite monitoring by DHS, DEM, and the Sponsoring Agency. If the Participating Agency is incapable of staffing the equipment, such equipment shall be made available to another Participating Agency for use during any actual emergencies or exercises. Failure to ensure equipment availability may result in loss of funding and/or equipment to the Participating Agency.
- F. All equipment obtained from the UASI Grant Program is the sole responsibility of the Participating Agency. This includes, where applicable, maintenance, replacement, training on equipment, and insuring of equipment and personnel, and compliance with intra-agency auditing requirements.

III. CONDITIONS: DEFAULT, REMEDIES, TERMINATION

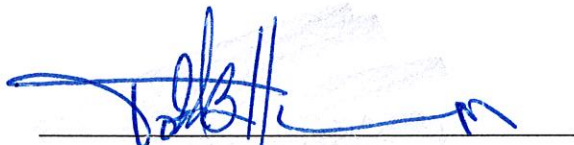
- A. This Agreement may be modified or amended only with the written agreement of each party.
- B. **EVENT OF DEFAULT** - If any of the responsibilities or obligations listed above in Section II are not met, provided, or responded to in a timely manner, the Sponsoring Agency has the option to terminate the Agreement.
- C. **REMEDIES** - 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 termination. 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 equitable action to enforce performance of this Agreement;

- c. Require that the Participating Agency refund to the Sponsoring Agency any monies used for ineligible purpose under the laws, rules and regulations governing the use of the these funds;
 - d. Request additional information from the Participating Agency to determine the reasons for or the extent of non-compliance or lack of performance;
 - e. Require that the Participating Agency return all distributed equipment identified in "Attachment A" to the Sponsoring Agency
- D. TERMINATION – The Sponsoring Agency may terminate the Agreement for cause after thirty days written notice. Cause can include misuse of funds, fraud, lack of compliance with Section II and any other applicable rules, laws and regulations, failure to perform on time, and refusal by the Participating Agency to permit public access to any document, paper, letter, or other material subject to disclosure under Chapter 119, Fla. Stat., as amended.

ATTEST:

SPONSORING AGENCY

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



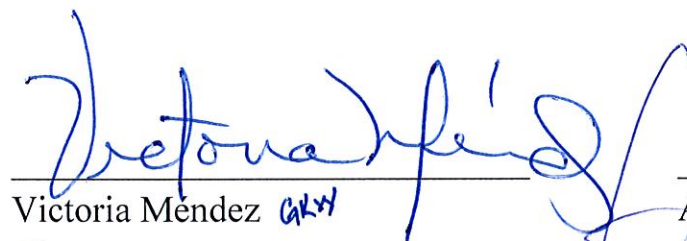
Todd Hannon
City Clerk



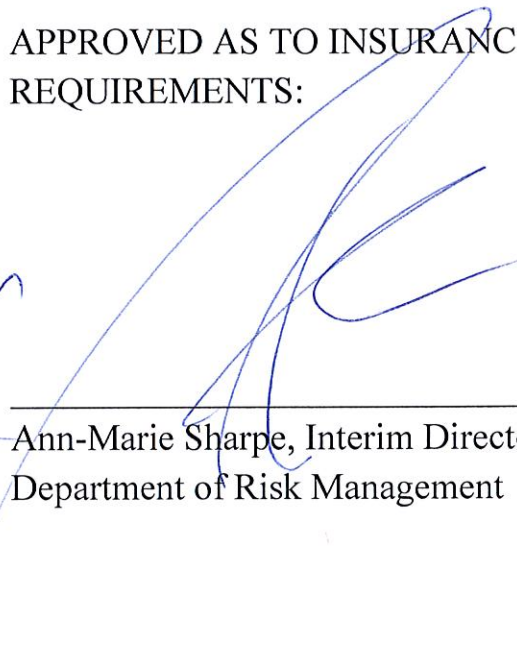
Daniel J. Alfonso
City Manager

APPROVED AS TO FORM AND
CORRECTNESS:

APPROVED AS TO INSURANCE
REQUIREMENTS:



Victoria Mendez *GMW*
City Attorney



Ann-Marie Sharpe, Interim Director
Department of Risk Management

PARTICIPATING AGENCY

" Broward County "

ATTEST:

Name:

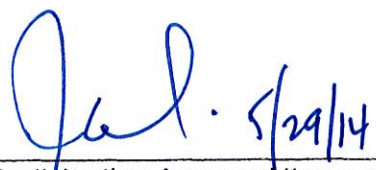
Title:

BY: _____


NAME: Bertha W. Henry

TITLE: Broward County Administrator

APPROVED AS TO FORM AND
CORRECTNESS:



Participating Agency Attorney
John E. Naclerio III
Assistant County Attorney



Maite Azcoitia
Deputy County Attorney

Attachment A: Regional Distribution of Equipment

Recipient Agency	Item Description	Quantity	Cost	Total Cost
City of Hialeah	MMG205 (IT4) Diesel Generator w/ Tandem Trailer	2	\$58,017.48	\$116,034.96
	Class A Mobile Trainer 2014 (P- 294G)	1	\$185,000.00	\$185,000.00
Broward County	MMG205 (IT4) Diesel Generator w/ Tandem Trailer	1	\$58,017.48	\$58,017.48
	MMG175 (IT4) Diesel Generator w/ Tandem Trailer	1	\$53,250.78	\$53,250.78
Broward County Sheriff's Office	Class A Mobile Trainer 2014 (P- 294G)	1	\$185,000.00	\$185,000.00
City of Ft. Lauderdale	MMG205 (IT4) Diesel Generator w/ Tandem Trailer	2	\$58,017.48	\$116,034.96
Palm Beach County	MMG205 (IT4) Diesel Generator w/ Tandem Trailer	1	\$58,017.48	\$58,017.48
	MMG175 (IT4) Diesel Generator w/ Tandem Trailer	1	\$53,250.78	\$53,250.78
Monroe County	MMG205 (IT4) Diesel Generator w/ Tandem Trailer	1	\$58,017.48	\$58,017.48
	MMG175 (IT4) Diesel Generator w/ Tandem Trailer	1	\$53,250.78	\$53,250.78
Miami-Dade County	MMG205 (IT4) Diesel Generator w/ Tandem Trailer	1	\$58,017.48	\$58,017.48
	MMG175 (IT4) Diesel Generator w/ Tandem Trailer	1	\$53,250.78	\$53,250.78
City of Miami	MMG205 (IT4) Diesel Generator w/ Tandem Trailer	2	\$58,017.48	\$116,034.96
	Class A Mobile Trainer 2014 (P- 294G)	1	\$185,000.00	\$185,000.00

 \$824,606.44