



**MEMORANDUM OF UNDERSTANDING BETWEEN BROWARD COUNTY AND THE CITY OF
MIRAMAR FOR A BUSINESS RECOVERY CENTER IN THE EVENT OF AN EMERGENCY OR
DISASTER AFFECTING BROWARD COUNTY BUSINESSES**

This Memorandum of Understanding ("MOU") is made and entered into by and between Broward County, a political subdivision of the State of Florida ("County"), and City of Miramar, a municipal corporation located in Broward County, Florida, organized and existing under the laws of the State of Florida ("Municipality") (collectively referred to as the "Parties").

- A. The Parties desire to work together in the event of an emergency or disaster to promote and encourage mutual emergency coordination and recovery assistance by and through the creation of the Business Recovery Center ("BRC"), as more fully described below;
- B. Municipality is willing to create the BRC to provide businesses throughout Broward County with access to financial assistance programs, disaster relief information, referral assistance, and related support services in the event of an emergency or disaster;
- C. County, through its Office of Economic and Small Business Development ("OESBD") and other County agencies, as needed, is willing to assist Municipality in providing services at the BRC, including emergency and disaster relief services;
- D. The Parties want to formalize a process to activate the BRC in the event of an emergency or disaster and to coordinate County and Municipality staff to work together in good faith to implement the scope of emergency and disaster relief services as set forth in this MOU; and
- E. The BRC is designed to enable businesses throughout Broward County to expeditiously resume operations after an emergency or disaster, encouraging job retention and continued business contributions to local government tax bases.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

ARTICLE 1. DEFINITIONS

- 1.1 Board.** The Board of County Commissioners of Broward County, Florida.
- 1.2 Business Recovery Center or BRC.** The office(s) located in and activated by Municipality, with the assistance of OESBD, to provide financial assistance programs, disaster relief information, referral assistance, and other support services to companies throughout Broward County.
- 1.3 County Administrator.** The administrative head of County appointed by the Board.

- 1.4 **County Attorney.** The chief legal counsel for County appointed by the Board.
- 1.5 **County Business Enterprise or "CBE."** A small business certified as meeting the requirements of Broward County's CBE Program pursuant to Section 1-81, Broward County Code of Ordinances.
- 1.6 **Emergency or Disaster or "EOD."** An emergency or disaster event that includes a hurricane, earthquake, casualty caused by nature, labor strike or war, or other calamitous event effected by a law, order, proclamation, regulation, or ordinance of any governmental agency.
- 1.7 **MOU Administrator.** The Director of OESBD or designee.
- 1.8 **OESBD.** County's Office of Economic and Small Business Development.
- 1.9 **Services.** All work required of Municipality under this MOU, including without limitation all deliverables, consulting, training, project management, and other services specified in Article 2 and Exhibit "A."
- 1.10 **Small Business Enterprise or "SBE."** A small business certified as meeting the requirements of Broward County's SBE Program pursuant to Section 1-81, Broward County Code of Ordinances.
- 1.11 **Subconsultant** or **Subcontractor.** A firm, partnership, corporation, independent contractor (including 1099 individuals), or combination thereof providing services to County through Municipality for all or any portion of the advertised work. The term "Subconsultant" shall include all "Subcontractors" and the term "Subcontractor" shall include all "Subconsultants."

ARTICLE 2. SCOPE OF SERVICES

- 2.1 The purpose of this MOU is to provide a framework for cooperation and mutual assistance between the Parties to activate and operate the BRC in the event of an EOD.
- 2.2 Once an EOD has occurred and Municipality staff activate the BRC, Municipality will allow Broward County businesses in need of assistance to access the BRC and provide such businesses with office space, telecommunications connectivity, security, and other services consistent with Exhibit A (collectively, "Business Continuity Support"). Municipality's obligation to provide Business Continuity Support is subject to Municipality's ability to resume operations and activate the BRC after an EOD. County shall provide additional staff, based on personnel availability and Municipality's expressed needs, to assist Municipality in servicing businesses utilizing the BRC.
- 2.3 Municipality agrees to provide Business Continuity Support during normal business hours for up to sixty (60) days without payment or other compensation from County. County shall assist Municipality with Business Continuity Support as delineated in Exhibit "A." If there is a need for

extended or additional Business Continuity Support, the Parties shall negotiate and, if necessary, enter into a written amendment or other agreement.

2.4 The Parties shall assist one another and participate in the planning, coordination, and marketing of an annual business disaster continuity training in Broward County. OESBD shall take the lead in coordination and scheduling these annual business disaster continuity trainings.

2.5 Municipality acknowledges that MOU Administrator has no authority to make changes that would increase, decrease, or otherwise modify the Scope of Services to be provided under this MOU except as expressly set forth in this MOU or, to the extent applicable, in the Broward County Procurement Code (Chapter 21 of the Broward County Administrative Code).

ARTICLE 3. TERM AND TIME OF PERFORMANCE

3.1 The term of this MOU shall begin on the date it is fully executed by the Parties and shall continue in full force and effect unless terminated by either party pursuant to Article 6 below. In the event there is any future monetary compensation or exchange related to this MOU, the continuation of this MOU beyond the end of any County fiscal year is subject to both the appropriation and the availability of funds in accordance with Chapter 129, Florida Statutes. Likewise, in the event there is any future monetary compensation or exchange related to this MOU, the continuation of this MOU beyond the end of any Municipality fiscal year is subject to both the appropriation and the availability of funds in accordance with Chapter 129, Florida Statutes.

3.2 The provisions of this MOU will be reviewed periodically by the Parties. Any modifications, amendments, or alterations in the terms or conditions of this MOU shall only be effective if such modification, amendment, or alteration is contained in a written document prepared with the same or similar formality as this MOU and executed by the Parties or others delegated authority or otherwise authorized to execute same on behalf of the Parties as further delineated in Section 8.17.

ARTICLE 4. GOVERNMENTAL IMMUNITY

Nothing herein is intended to serve as a waiver of sovereign immunity by any party nor shall anything included herein be construed as consent to be sued by third parties in any matter arising out of this MOU or any other contract. Municipality is a state agency or political subdivision as defined in Section 768.28, Florida Statutes, and shall be fully responsible for the acts and omissions of its agents or employees to the extent permitted by law.

ARTICLE 5. INSURANCE

Municipality is an entity subject to Section 768.28, Florida Statutes, and Municipality shall furnish MOU Administrator with written verification of liability protection in accordance with state law prior to final execution of this MOU.

ARTICLE 6. TERMINATION

6.1 This MOU may be terminated for cause by the aggrieved party if the party in breach has not corrected the breach within ten (10) days after receipt of written notice from the aggrieved party identifying the breach. This MOU may also be terminated for convenience by either party, which termination date shall be not less than thirty (30) days after the date of such written notice. This MOU may also be terminated by County Administrator upon such notice as County Administrator deems appropriate under the circumstances in the event the County Administrator determines that termination is necessary to protect the public health, safety, or welfare. If County erroneously, improperly, or unjustifiably terminates for cause, such termination shall, at County's sole election, be deemed a termination for convenience, which shall be effective thirty (30) days after such notice of termination for cause is provided. This MOU may also be terminated by City Manager upon such notice as City Manager deems appropriate under the circumstances in the event the City Manager determines that termination is necessary to protect the public health, safety, or welfare. If Municipality erroneously, improperly, or unjustifiably terminates for cause, such termination shall, at County's sole election, be deemed a termination for convenience, which shall be effective thirty (30) days after such notice of termination for cause is provided.

6.2 Notice of termination shall be provided in accordance with the "Notices" section of this MOU except that notice of termination by County Administrator or City Manager, as applicable, which County Administrator or City Manager, as applicable, deems necessary to protect the public health, safety, or welfare may be verbal notice that shall be promptly confirmed in writing in accordance with the "Notices" section of this MOU.

6.3 In the event there is any future monetary compensation or exchange related to this MOU and thereafter this MOU is terminated for convenience by either party (in such an instance, the "Terminating Party"), the other party (the "Non-Terminating Party") shall be paid for any services properly performed under this MOU through the termination date specified in the written notice of termination. Municipality acknowledges that it has received good, valuable, and sufficient consideration from County, the receipt and adequacy of which are hereby acknowledged by Municipality, for County's right to terminate this MOU for convenience. Likewise, County acknowledges that it has received good, valuable, and sufficient consideration from Municipality, the receipt and adequacy of which are hereby acknowledged by County, for Municipality's right to terminate this MOU for convenience.

6.4 In the event this MOU is terminated for any reason, any amounts due Municipality, to the extent applicable, shall be withheld by County until all documents are provided to County pursuant to Section 8.1. Similarly, in the event this MOU is terminated for any reason, any amounts due County, to the extent applicable, shall be withheld by Municipality until all documents are provided to Municipality pursuant to Section 8.1.

ARTICLE 7. EQUAL EMPLOYMENT OPPORTUNITY AND CBE COMPLIANCE

7.1 No party to this MOU may discriminate on the basis of race, color, sex, religion, national origin, disability, age, marital status, political affiliation, sexual orientation, pregnancy, or gender identity and expression in the performance of its responsibilities and obligations pursuant to this MOU.

Municipality shall include the foregoing or similar language in its contracts with any Subcontractors, except that any project assisted by the U.S. Department of Transportation funds shall comply with the non-discrimination requirements in 49 C.F.R. Parts 23 and 26.

Failure by Municipality to carry out any of the requirements of this section shall constitute a material breach of this MOU, which shall permit County to terminate this MOU or to exercise any other remedy provided under this MOU, Broward County Code of Ordinances, Broward County Administrative Code, or under other applicable law, all such remedies being cumulative.

7.2 Although the County's SBE and CBE Programs, as established by Broward County Business Opportunity Act of 2012, Section 1-81, Broward County Code of Ordinances, are not applicable to Municipality, County encourages Municipality to use small businesses when possible to perform work under this MOU.

ARTICLE 8. MISCELLANEOUS

8.1 Rights in Documents and Work. Any and all reports, photographs, surveys, and other data and documents provided or created in connection with this MOU are and shall remain the joint property of County and Municipality, and, if a copyright is claimed by either party, the party claiming such copyright grants to the other party a non-exclusive license to use the copyrighted item(s) indefinitely, to prepare derivative works, and to make and distribute copies to the public. In the event of termination of this MOU, any reports, photographs, surveys, and other data and documents prepared by either party, whether finished or unfinished, shall become the property of both parties, unless there is a written agreement entered into after this Agreement that states otherwise, and shall be delivered by each party to the other party within seven (7) days of termination of this MOU. Any compensation due to either party shall be withheld until all documents are received as provided herein. The Parties shall ensure that the requirements of this section are included in all agreements with its Subcontractor(s).

8.2 Public Records. To the extent Municipality is acting on behalf of County as stated in Section 119.0701, Florida Statutes, Municipality shall:

- a. Keep and maintain public records required by County to perform the services under this MOU;

b. Upon request from County, provide County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time and at a cost that does not exceed that provided in Chapter 119, Florida Statutes, or as otherwise provided by law;

c. Ensure that public records that are exempt or confidential and exempt from public record requirements are not disclosed except as authorized by law for the duration of this MOU and following completion or termination of this MOU if the records are not transferred to County; and

d. Upon completion or termination of this MOU, Municipality will transfer to County, at no cost, all public records in possession of Municipality or keep and maintain public records required by County to perform the services. If Municipality transfers the records to County, Municipality shall destroy any duplicate public records that are exempt or confidential and exempt. If Municipality keeps and maintains public records, Municipality shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to County upon request in a format that is compatible with the information technology systems of County.

The failure of Municipality to comply with the provisions of this section shall constitute a material breach of this MOU entitling County to exercise any remedy provided in this MOU or under applicable law.

A request for public records regarding this MOU must be made directly to County, who will be responsible for responding to any such public records requests. Municipality will provide any requested records to County to enable County to respond to the public records request.

Any material submitted to County that Municipality contends constitutes or contains trade secrets or is otherwise exempt from production under Florida public records laws (including Florida Statutes Chapter 119) ("Trade Secret Materials") must be separately submitted and conspicuously labeled "EXEMPT FROM PUBLIC RECORD PRODUCT – TRADE SECRET." In addition, Municipality must, simultaneous with the submission of any Trade Secret Materials, provide a sworn affidavit from a person with personal knowledge attesting that the Trade Secret Materials constitute trade secrets under Section 812.081, Florida Statutes, and stating the factual basis for same. In the event that a third party submits a request to County for records designated by Municipality as Trade Secret Materials, County shall refrain from disclosing the Trade Secret Materials, unless otherwise ordered by a court of competent jurisdiction or authorized in writing by Municipality. Nothing herein is intended to serve as a waiver of sovereign immunity by any party nor shall anything included herein be construed as consent to be sued by third parties in any matter arising out of this MOU or any other contract. Municipality is a state agency or political subdivision as defined in Section 768.28, Florida Statutes, and shall be fully responsible for the acts and omissions of its agents or employees to the extent permitted by law, relating to the non-disclosure of any Trade Secret Materials in response to a records request by a third party.

IF MUNICIPALITY HAS QUESTIONS REGARDING THE APPLICATION OF FLORIDA STATUTES CHAPTER 119 TO MUNICIPALITY'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS MOU, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (954) 357-6400, aaufford@broward.org, 115 S. ANDREWS AVE., ROOM A680, FORT LAUDERDALE, FLORIDA 33301.

IF COUNTY HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO COUNTY'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 954-602-3011, dagibbs@miramarfl.gov OR BY MAIL: City Of Miramar – City Clerk's Office, 2300 Civic Center Place, Miramar, FL 33025

8.3 Audit Rights, and Retention of Records. Each party shall have the right to audit the books, records, and accounts of the other party and the other party's Subcontractors that are related to this MOU. Each party and its Subcontractors shall keep such books, records, and accounts as may be necessary to record complete and correct entries related to this MOU and performance under this MOU. All such books, records, and accounts shall be kept in written form, or in a form capable of conversion into written form within a reasonable time, and upon request to do so, each party or its Subcontractors shall make same available at no cost to the other party in written form.

Each party and its Subcontractors shall preserve and make available, at reasonable times within Broward County for examination and audit by the other party, all financial records, supporting documents, statistical records, and any other documents pertinent to this MOU for a minimum period of three (3) years after expiration or termination of this MOU or until resolution of any audit findings, whichever is longer. Audits and inspections pursuant to this section may be performed by any representative of the party conducting the audit or inspection (including any outside representative engaged by such party). Each party reserves the right to conduct such audit or review at the other party's place of business, if deemed appropriate, with seventy-two (72) hours' advance notice.

Any incomplete or incorrect entry in such books, records, and accounts by one party shall be a basis for the other party's disallowance and recovery of any payment upon such entry. If there is any future monetary compensation or exchange related to this MOU, and an audit or inspection in accordance with this section discloses overpricing or overcharges by either party of any nature in excess of five percent (5%) of the total contract billings reviewed by the overpriced or overcharged party (the "Overcharged Party"), as applicable, the reasonable actual cost of the

Overcharged Party's audit shall be reimbursed by the other party (the "Non-Overcharged Party") in addition to making adjustments for the overcharges. Any adjustments and/or payments due as a result of such audit or inspection shall be made within thirty (30) days from presentation of the Overcharged Party's findings to the Non-Overcharged Party.

Each party shall ensure that the requirements of this section are included in all agreements with its Subcontractor(s).

8.4 Truth-In-Negotiation Representation. Consideration for this MOU is based upon the mutual representations supplied by the Parties, and each party certifies that such representations are accurate, complete, and current at the time of contracting. The Parties agree that each party shall be entitled to recover any damages it incurs to the extent any such representation by the other party is untrue.

8.5 Public Entity Crime Act. Municipality represents that it is familiar with the requirements and prohibitions under the Public Entity Crime Act, Section 287.133, Florida Statutes, and represents that its entry into this MOU will not violate that Act. In addition to the foregoing, Municipality further represents that it has not accepted any bid, proposal, or reply from, awarded any contract to, or transacted business with any person or affiliate on the convicted vendor list in contravention of Section 287.133, Florida Statutes. Notwithstanding any provision in this MOU to the contrary, if any representation stated in this section is false, County shall have the right to immediately terminate this MOU and recover all sums paid to Municipality under this MOU.

8.6 Independent Contractor. Municipality is an independent contractor under this MOU. In providing Services under this MOU, neither Municipality nor its agents shall act as officers, employees, or agents of County. Municipality shall not have the right to bind County to any obligation not expressly undertaken by County under this MOU.

8.7 Third-Party Beneficiaries. Neither Municipality nor County intends to directly or substantially benefit a third party by this MOU. Therefore, the Parties acknowledge that there are no third-party beneficiaries to this MOU and that no third party shall be entitled to assert a right or claim against either of them based upon this MOU.

8.8 Notices. In order for a notice to a party to be effective under this MOU, notice must be sent via U.S. first-class mail with a contemporaneous copy via e-mail to the addresses listed below and shall be effective upon mailing. The addresses for notice shall remain as set forth herein unless and until changed by providing notice of such change in accordance with the provisions of this section.

FOR COUNTY:

Broward County Office of Economic and Small Business Development
Attn: Sandy-Michael McDonald, OESBD Director
Governmental Center, Room A680
115 South Andrews Avenue

Fort Lauderdale, Florida 33301
Telephone: (954) 357-6400
Facsimile: (954) 357-7780
Email address: stinsley@broward.org and hparlato@broward.org

FOR MUNICIPALITY:

Romeo B. Lavarias, Emergency Manager
City of Miramar Fire Rescue Department
14801 Southwest 27th Street
Miramar, Florida 33027
Telephone: (954) 602-4833
Facsimile: (954) 602-3773
Email address: rblavarias@miramarfd.org

8.9 Assignment and Performance. Except for subcontracting approved in writing by either party at the time this MOU or any written amendment is executed, neither this MOU nor any right or interest herein may be assigned, transferred, subcontracted, or encumbered by either party (in such instances, the "Assigning Party") without the prior written consent of the other party (the "Non-Assigning Party"). If the Assigning Party violates this provision, the Non-Assigning Party shall have the right to immediately terminate this MOU. Each party represents that each person and entity that will provide services under this MOU is duly qualified to perform such services by all appropriate governmental authorities, where required, and is sufficiently experienced and skilled in the area(s) for which such person or entity will render services. Each party agrees that all services under this MOU shall be performed in a skillful and respectful manner, and that the quality of all such services shall equal or exceed prevailing industry standards for the provision of such services.

8.10 Materiality and Waiver of Breach. Each requirement, duty, and obligation set forth herein was bargained for at arm's-length and is agreed to by the Parties. Each requirement, duty, and obligation set forth herein is substantial and important to the formation of this MOU, and each is, therefore, a material term hereof. County's failure to enforce any provision of this MOU shall not be deemed a waiver of such provision or modification of this MOU. A waiver of any breach of a provision of this MOU shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of the terms of this MOU.

8.11 Compliance with Laws. Municipality shall comply with all applicable federal, state, and local laws, codes, ordinances, rules, and regulations in performing its duties, responsibilities, and obligations pursuant to this MOU.

8.12 Severability. In the event any part of this MOU is found to be unenforceable by any court of competent jurisdiction, that part shall be deemed severed from this MOU and the balance of this MOU shall remain in full force and effect.

8.13 Joint Preparation. This MOU has been jointly prepared by the Parties hereto, and shall not be construed more strictly against either Party.

8.14 Interpretation. The headings contained in this MOU are for reference purposes only and shall not in any way affect the meaning or interpretation of this MOU. All personal pronouns used in this MOU shall include the other gender, and the singular shall include the plural, and vice versa, unless the context otherwise requires. Terms such as "herein," "hereof," "hereunder," and "hereinafter" refer to this MOU as a whole and not to any particular sentence, paragraph, or section where they appear, unless the context otherwise requires. Whenever reference is made to a section or article of this MOU, such reference is to the section or article as a whole, including all of the subsections of such section, unless the reference is made to a particular subsection or subparagraph of such section or article.

8.15 Priority of Provisions. If there is a conflict or inconsistency between any term, statement, requirement, or provision of any document or exhibit attached hereto or referenced or incorporated herein and any provision of Articles 1 through 8 of this MOU, the provisions contained in Articles 1 through 8 shall prevail and be given effect.

8.16 Law, Jurisdiction, Venue, Waiver of Jury Trial. This MOU shall be interpreted and construed in accordance with and governed by the laws of the state of Florida. The exclusive venue for any lawsuit arising from, related to, or in connection with this MOU shall be in the state courts of the Seventeenth Judicial Circuit in and for Broward County, Florida. If any claim arising from, related to, or in connection with this MOU must be litigated in federal court, the exclusive venue for any such lawsuit shall be in the United States District Court or United States Bankruptcy Court for the Southern District of Florida. **BY ENTERING INTO THIS MOU, MUNICIPALITY AND COUNTY HEREBY EXPRESSLY WAIVE ANY RIGHTS EITHER PARTY MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO THIS MOU. IF A PARTY FAILS TO WITHDRAW A REQUEST FOR A JURY TRIAL IN A LAWSUIT ARISING OUT OF THIS MOU AFTER WRITTEN NOTICE BY THE OTHER PARTY OF VIOLATION OF THIS SECTION, THE PARTY MAKING THE REQUEST FOR JURY TRIAL SHALL BE LIABLE FOR THE REASONABLE ATTORNEYS' FEES AND COSTS OF THE OTHER PARTY IN CONTESTING THE REQUEST FOR JURY TRIAL, AND SUCH AMOUNTS SHALL BE AWARDED BY THE COURT IN ADJUDICATING THE MOTION.**

8.17 Amendments. No modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document prepared with the same or similar formality as this MOU and executed by the Board and Municipality or others delegated authority or otherwise authorized to execute same on their behalf.

8.18 Prior Agreements. This MOU represents the final and complete understanding of the Parties regarding the subject matter hereof and supersedes all prior and contemporaneous negotiations and discussions regarding that subject matter. There is no commitment, agreement, or understanding concerning the subject matter of this MOU that is not contained in this written document.

8.19 Payable Interest.

8.19.1 Payment of Interest. County shall not be liable to pay any interest to Municipality for any reason, whether as prejudgment interest or for any other purpose, and in furtherance thereof Municipality waives, rejects, disclaims and surrenders any and all entitlement it has or may have to receive interest in connection with a dispute or claim arising from, related to, or in connection with this MOU. This subsection shall not apply to any claim for interest, including for post-judgment interest, if such application would be contrary to applicable law.

8.19.2 Rate of Interest. If the preceding subsection is inapplicable or is determined to be invalid or unenforceable by a court of competent jurisdiction, the annual rate of interest payable by County under this MOU, whether as prejudgment interest or for any other purpose, shall be, to the full extent permissible under applicable law, one quarter of one percent (0.25%) simple interest (uncompounded).

8.20 Incorporation by Reference. Any and all Recital clauses stated above are true and correct and are incorporated herein by reference. The attached Exhibits are incorporated into and made a part of this MOU.

8.21 Representation of Authority. Each individual executing this MOU on behalf of a party hereto hereby represents and warrants that he or she is, on the date he or she signs this MOU, duly authorized by all necessary and appropriate action to execute this MOU on behalf of such party and does so with full legal authority.

8.22 Prevailing Wage Requirement. If construction work in excess of Two Hundred Fifty Thousand Dollars (\$250,000.00) is required of, or undertaken by, Municipality as a result of this MOU, Section 26-5, Broward County Code of Ordinances, shall be deemed to apply to such construction work. Municipality shall fully comply with the requirements of such ordinance and shall satisfy, comply with, and complete any necessary requirements pursuant to County amendments presented in accordance with Section 8.17.

8.23 Counterparts and Multiple Originals. This MOU may be executed in multiple originals, and may be executed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement.

8.24 Domestic Partnership Requirement. Unless this MOU is exempt from the provisions of Section 16½-157 of the Broward County Code of Ordinances, which requires County contractors to provide benefits to domestic partners of their employees, Municipality agrees to fully comply with Section 16½-157 during the entire term of this MOU. If Municipality fails to fully comply with that section, such failure shall constitute a material breach which shall allow County to exercise any remedy available under this MOU, under applicable law, or under Section 16½-157. For that purpose, the contract language referenced in Section 16½-157 is incorporated herein as though fully set forth in this section.

8.25 Drug-Free Workplace. It is a requirement of County that it enter into contracts only with firms that certify the establishment of a drug-free workplace in accordance with Section 21.31(a)(2) of the Broward County Code of Ordinances. Execution of this MOU by Municipality shall serve as Municipality's required certification that it has a drug-free workplace program in accordance with Section 287.087, Florida Statutes, and Section 21.31(a)(2) of the Broward County Code of Ordinances, and that it will maintain such drug-free workplace program for the full term of this MOU.

8.26 Contingency Fee. Municipality represents that it has not paid or agreed to pay any person or entity, other than a bona fide employee working solely for Municipality, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this MOU. If County learns that this representation is false, County shall have the right to terminate this MOU without any further liability to Municipality. Alternatively, if such representation is false, County, at its sole discretion, may deduct from the compensation due Municipality under this MOU the full amount of such fee, commission, percentage, gift, or consideration.

8.27 Living Wage Requirement. If Municipality is a "covered employer" within the meaning of the Broward County Living Wage Ordinance, Sections 26-100 et seq. of the Broward County Code of Ordinances, Municipality agrees to and shall pay to all of its employees providing "covered services," as defined therein, a living wage as required by such ordinance, and Municipality shall fully comply with the requirements of such ordinance. Municipality shall be responsible for and shall ensure that all of its Subcontractors that qualify as "covered employers" fully comply with the requirements of such ordinance.

8.28 Force Majeure. If the performance of this MOU or any obligation hereunder is prevented by reason of hurricane, earthquake, or other casualty caused by nature, or by labor strike, war, or by a law, order, proclamation, regulation, ordinance of any governmental agency, the party so affected, upon giving prompt notice to the other party, shall be excused from such performance to the extent of such prevention, provided that the party so affected shall first have taken reasonable steps to avoid and remove such cause of non-performance and shall continue to take reasonable steps to avoid and remove such cause, and shall promptly notify the other party in writing and resume performance hereunder whenever such causes are removed; provided, however, that if such non-performance exceeds sixty (60) days, the party that is not prevented from performance by the force majeure event shall have the right to terminate this MOU upon written notice to the party so affected. This section shall not supersede or prevent the exercise of any right the Parties may otherwise have to terminate this MOU.

8.29 Use of County Logo. Municipality shall not use County's name, logo, or otherwise refer to this MOU in any marketing or publicity materials without the prior written consent of County.

IN WITNESS WHEREOF, the Parties hereto have made and executed this Memorandum of Understanding: BROWARD COUNTY through its BOARD OF COUNTY COMMISSIONERS, signing by and through its Mayor or Vice-Mayor, authorized to execute same by Board action on the ____ day of _____, 20__, and Municipality, signing by and through its _____, duly authorized to execute same.

COUNTY

ATTEST:

BROWARD COUNTY, by and through
its Board of County Commissioners

Broward County Administrator, as
ex officio Clerk of the Broward County
Board of County Commissioners

By _____
____ day of _____, 20__ Mayor

Insurance requirements
approved by Broward County
Risk Management Division:

Approved as to form by
Andrew J. Meyers
Broward County Attorney
Governmental Center, Suite 423
115 South Andrews Avenue
Fort Lauderdale, Florida 33301
Telephone: (954) 357-7600
Telecopier: (954) 357-7641

By Tim Crowley 12/10/18
Signature (Date)
Tim Crowley Property Specialist
Print Name and Title above

By Tricia D. Brissett 12.10.2018
Tricia D. Brissett (Date)
Assistant County Attorney

By Danielle W. French 12/10/18
Danielle W. French (Date)
Deputy County Attorney

TB/hb
BC City of Miramar_MOU re Business Recovery Centers.doc
10/25/18
#18-029.00

MEMORANDUM OF UNDERSTANDING BETWEEN BROWARD COUNTY AND THE CITY OF
MIRAMAR FOR A BUSINESS RECOVERY CENTER IN THE EVENT OF AN EMERGENCY OR DISASTER
AFFECTING BROWARD COUNTY BUSINESSES

MUNICIPALITY

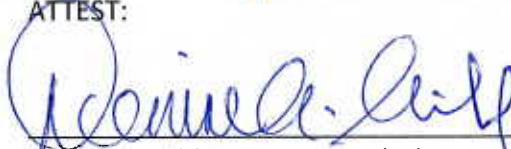
CITY OF MIRAMAR, FLORIDA

By: _____
Vernon E. Hargray, Interim City Manager



ATTEST:

Denise A. Gibbs, CMC, City Clerk



Approved as to form and legal sufficiency
for the use of and reliance by the City of
Miramar only:

By _____
Weiss Serota Helfman, Cole & Bierman, P.L.
City Attorney

