

**MEMORANDUM OF AGREEMENT  
FOR PARTICIPATING MIAMI UASI GRANT AGENCIES  
FOR DISTRIBUTION OF EQUIPMENT  
"City of Ft. Lauderdale"**

This Memorandum of Agreement (the "Agreement") is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2013, by and between the City of Miami, a municipal corporation of the State of Florida, (the "Sponsoring Agency") and the City of Ft. Lauderdale, (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 2008 to the City of Miami, accepted pursuant to Resolution No. 09-0413, adopted September 10, 2009, as well as the UASI Grant Program 2009, accepted pursuant to Resolution No. 10-0290, adopted July 8, 2010, 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 2008 and 2009 Grant Program, the participating agencies of the City of Hialeah, City of Miami Gardens, City of Miami Beach, City of Miramar, Broward County Sheriff's Office, Broward County Emergency Management Agency, City of Ft. Lauderdale, Palm Beach County Sheriff's Office, Palm Beach County Board of County Commissioners, Monroe County, Miami-Dade County, Village of Key Biscayne, added to these Resolutions will comply with and uphold the Memoranda of Agreements ("Agreement"), deemed as being incorporated by reference herein, 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 Miami City Commission, by Resolution No. 13-0279, adopted on 7/11/2013, has authorized the City Manager to enter into this Agreement with the Broward County Sheriff's Office on behalf of the City of Miami; and

R8R #13-1205Z

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, as well as other South Florida local and state first responder agencies who execute the required Agreement(s) , 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".

### III. CONDITIONS: DEFAULT, REMEDIES, TERMINATION

- A. This Agreement may be modified or amended only by the written agreement of the Sponsoring and the Participating Agency, respectively. Any amendment to this Agreement shall employ the same formalities as were used for the execution of this Agreement.
- B. **EVENT OF DEFAULT** - If the Participating Agency fails to comply with any of the responsibilities or obligations listed above in this Agreement, or if the responsibilities of the Participating Agency are not met, provided, or responded to in a timely manner or if the Participating Agency fails to comply with any applicable law, rule or regulation that provides for the proper expenditures of UASI funds or use of equipment, the Sponsoring Agency has the option, in its discretion, 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 fully cure the Event (s) of Default within those thirty days as determined by and subject to the reasonable exercise of judgment of the Sponsoring Agency who at its option, may exercise any one or more of the following remedies, either singularly, concurrently or consecutively:
- a. Terminate this Agreement, provided that the Participating Agency is given at least thirty days(30) prior written notice of the termination. The notice of termination shall be effective when placed in the United States, first class mail, postage prepaid, by registered or certified mail-return receipt requested and this Agreement will be automatically terminated as of the expiration of the thirty(30) day period without the necessity of further action ;

- b. Institute appropriate civil action(s) to enforce performance of this Agreement , to recover moneys distributed under this Agreement among other civil remedies available under Florida law ;
- 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, without limitation, misuse of funds, inability to demonstrate appropriate use of funds or equipment , 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.

E. FUNDING CONTINGENCY-

Funding for this Agreement is contingent on the availability of funds and continued authorization for program activities and the Agreement is subject to amendment or termination due to lack of funds, reduction of funds and/or change in laws, regulations, or program requirements upon thirty (30) days written notice.

F. COUNTERPARTS-

This Agreement may be executed in three or more counterparts, each of which shall constitute an original but all of which, when taken together, shall constitute one and the same agreement.

G. ENTIRE AGREEMENT:

This Agreement and its attachments constitute the sole and only agreement of the parties relating to the subject matter hereof and correctly set forth the rights, duties, and obligations of each to the other as of its date. Any prior agreements, promises, negotiations, or representations not expressly set forth in this Agreement are of no force or effect.

**SPONSORING AGENCY**

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

ATTEST:

BY: \_\_\_\_\_  
Todd Hannon  
City Clerk

BY: \_\_\_\_\_  
Johnny Martinez, P.E.  
City Manager

APPROVED AS TO LEGAL FORM AND  
CORRECTNESS:

APPROVED AS TO INSURANCE  
REQUIREMENTS:

BY: \_\_\_\_\_  
Julie O. Bru  
City Attorney

BY: \_\_\_\_\_  
Calvin Ellis, Director  
Department of Risk Management

**PARTICIPATING AGENCY**  
**"City of Ft. Lauderdale"**

ATTEST:

\_\_\_\_\_  
Name:

\_\_\_\_\_  
Title:

BY: \_\_\_\_\_

NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_  
Authorized Officer

APPROVED AS TO FORM AND  
CORRECTNESS:

\_\_\_\_\_  
Participating Agency Attorney

## Attachment A: Regional Distribution of Equipment

Recipient Agency	Item Description	Quantity	Cost	Total Cost
City of Hialeah	VOLVO CONSTRUCTION EQUIP - Lightsource Light Tower (Model #LSC-60HZ-T4F)	2	\$7,918.00	\$15,836.00
	THOMPSON PUMP & MANUFACTURING - 6" Thompson Pump w/ Canopy (Model #6JSCEN-DJDST-45T-MC)	1	\$46,214.00	\$46,214.00
City of Miami Gardens	VOLVO CONSTRUCTION EQUIP - Lightsource Light Tower (Model #LSC-60HZ-T4F)	1	\$7,918.00	\$7,918.00
City of Miami Beach	VOLVO CONSTRUCTION EQUIP - Lightsource Light Tower (Model #LSC-60HZ-T4F)	1	\$7,918.00	\$7,918.00
City of Miramar	VOLVO CONSTRUCTION EQUIP - Lightsource Light Tower (Model #LSC-60HZ-T4F)	1	\$7,918.00	\$7,918.00
	THOMPSON PUMP & MANUFACTURING - 6" Thompson Pump w/ Canopy (Model #6JSCEN-DJDST-45T-MC)	1	\$46,214.00	\$46,214.00
Broward County Sheriff's Office	VOLVO CONSTRUCTION EQUIP - Lightsource Light Tower (Model #LSC-60HZ-T4F)	1	\$7,918.00	\$7,918.00
	THOMPSON PUMP & MANUFACTURING - 6" Thompson Pump w/ Canopy (Model #6JSCEN-DJDST-45T-MC)	1	\$46,214.00	\$46,214.00
	THOMPSON PUMP & MANUFACTURING - 6" Thompson Pump w/o Canopy (Model #6JSCEN-DJDST-45T-M)	1	\$29,933.00	\$29,933.00
	PARATECH - Interstate/Motorway VSK (Model #22-796855)	1	\$11,898.40	\$11,898.40
Broward County Emergency Management	VOLVO CONSTRUCTION EQUIP - Lightsource Light Tower (Model #LSC-60HZ-T4F)	5	\$7,918.00	\$39,590.00
	THOMPSON PUMP & MANUFACTURING - 6" Thompson Pump w/ Canopy (Model #6JSCEN-DJDST-45T-MC)	1	\$46,214.00	\$46,214.00
	THOMPSON PUMP & MANUFACTURING - 6" Thompson Pump w/o Canopy (Model #6JSCEN-DJDST-45T-M)	1	\$29,933.00	\$29,933.00
City of Ft. Lauderdale	VOLVO CONSTRUCTION EQUIP - Lightsource Light Tower (Model #LSC-60HZ-T4F)	5	\$7,918.00	\$39,590.00
	THOMPSON PUMP & MANUFACTURING - 6" Thompson Pump w/ Canopy (Model #6JSCEN-DJDST-45T-MC)	1	\$46,214.00	\$46,214.00

Recipient Agency	Item Description	Quantity	Cost	Total Cost
Palm Beach County Sheriff's Office	THOMPSON PUMP & MANUFACTURING - 6" Thompson Pump w/ Canopy (Model #6JSCEN-DJDST-45T-MC)	1	\$46,214.00	\$46,214.00
Palm Beach County	VOLVO CONSTRUCTION EQUIP - Lightsource Light Tower (Model #LSC-60HZ-T4F)	3	\$7,918.00	\$23,754.00
	THOMPSON PUMP & MANUFACTURING - 6" Thompson Pump w/ Canopy (Model #6JSCEN-DJDST-45T-MC)	1	\$46,214.00	\$46,214.00
	THOMPSON PUMP & MANUFACTURING - 6" Thompson Pump w/o Canopy (Model #6JSCEN-DJDST-45T-M)	1	\$29,933.00	\$29,933.00
	PARATECH - Interstate/Motorway VSK (Model #22-796855)	1	\$11,898.40	\$11,898.40
City of Miami	VOLVO CONSTRUCTION EQUIP - Lightsource Light Tower (Model #LSC-60HZ-T4F)	6	\$7,918.00	\$47,508.00
	THOMPSON PUMP & MANUFACTURING - 6" Thompson Pump w/ Canopy (Model #6JSCEN-DJDST-45T-MC)	1	\$46,214.00	\$46,214.00
	THOMPSON PUMP & MANUFACTURING - 6" Thompson Pump w/o Canopy (Model #6JSCEN-DJDST-45T-M)	1	\$29,933.00	\$29,933.00
	PARATECH - Interstate/Motorway VSK (Model #22-796855)	1	\$11,898.40	\$11,898.40
Monroe County	VOLVO CONSTRUCTION EQUIP - Lightsource Light Tower (Model #LSC-60HZ-T4F)	5	\$7,918.00	\$39,590.00
Miami-Dade County Fire Department	VOLVO CONSTRUCTION EQUIP - Lightsource Light Tower (Model #LSC-60HZ-T4F)	5	\$7,918.00	\$39,590.00
	THOMPSON PUMP & MANUFACTURING - 6" Thompson Pump w/o Canopy (Model #6JSCEN-DJDST-45T-M)	1	\$29,933.00	\$29,933.00
Miami-Dade Police Department	VOLVO CONSTRUCTION EQUIP - Lightsource Light Tower (Model #LSC-60HZ-T4F)	3	\$7,918.00	\$23,754.00
	THOMPSON PUMP & MANUFACTURING - 6" Thompson Pump w/ Canopy (Model #6JSCEN-DJDST-45T-MC)	1	\$46,214.00	\$46,214.00
	THOMPSON PUMP & MANUFACTURING - 6" Thompson Pump w/o Canopy (Model #6JSCEN-DJDST-45T-M)	1	\$29,933.00	\$29,933.00
Village of Key	VOLVO CONSTRUCTION EQUIP - Lightsource Light Tower (Model #LSC-60HZ-T4F)	2	\$7,918.00	\$15,836.00

CAM 13-1058

EX - 1 Page 2 of 3

Page 8 of 9



Recipient Agency	Item Description	Quantity	Cost	Total Cost
Biscayne	THOMPSON PUMP & MANUFACTURING - 6" Thompson Pump w/ Canopy (Model #6JSCEN-DJDST-45T-MC)	1	\$46,214.00	\$46,214.00

\$475,736.40