

DOCUMENT ROUTING FORM

F (4) 10/11/14

NAME OF DOCUMENT: MEMORANDUM OF AGREEMENT FOR PARTICIPATING MIAMI UASI GRANT AGENCIES FOR DISTRIBUTION OF EQUIPMENT BETWEEN THE CITY OF MIAMI AND CITY

Approved Comm. Mtg. on September 16, 2014 CAM #14-1064

ITEM: CM - 3

1.) Approved as to Content:

[Signature]
Department Director

Capital Improvements defined as having a life of at least 10 years and a cost of at least \$50,000 and shall mean improvements to real property (land, buildings, fixtures) that add value and/or extend useful life, inc. major repairs such as roof replacement, etc. Term "Real Property" include: land, real estate, realty, real.

Please Check the proper box: CIP FUNDED YES NO
Capital Improvement Projects

2.) Approved as to Funds Available: by _____ Date: _____
Finance Director

Amount Required by Contract/Agreement \$ _____ Funding Source: _____

Dept./Div. _____ Index/Sub-object _____ Project # _____

3.) City Attorney's Office: Approved as to Form:# _____ Originals to City Mgr. By: _____

DJ Williams-Persad

[Signature]

4.) Approved as to content: Assistant City Manager:

By: _____
Stanley Hawthorne, Assistant City Manager

By: _____
Susanne Torriente, Assistant City Manager

5.) City Manager: Please sign as indicated and forward originals to Mayor.

6.) Mayor: Please sign as indicated and forward originals to Clerk.

7.) To City Clerk for attestation and City seal.

INSTRUCTIONS TO CLERK'S OFFICE

8.) City Clerk: forward original documents to: Battalion Chief Jo-Ann Lorber

Original Route form to Glynis Burney

2014 SEP 18 PM 2:11

CITY ATTORNEY'S OFFICE
STANLEY HAWTHORNE

9/30

City of Miami

DANIEL ALFONSO
City Manager

MAURICE L. KEMP
Fire Chief



November 26th, 2014

Jo-Ann Lorber
City of Ft. Lauderdale / Emergency Management
2200 Executive Airport Way
Ft. Lauderdale, FL 33309

2014 DEC 23 AM 9:43
CITY CLERK

RE: Distribution of Equipment Memorandum of Agreement

Ms. Lorber:

Please find enclosed the executed Memorandum of Agreement (MOA) between the City of Miami and the City of Ft. Lauderdale as per Resolution No. 14-0251, adopted on July 10th, 2014 for the Distribution of Equipment as identified in "Attachment A".

The City of Ft. Lauderdale County will be responsible for this equipment which includes that of proper use, storage, and maintenance, as well as accommodate site visits and provide inventory reports as necessary, and any other policies in accordance with the Urban Area Security Initiative (UASI) Grant Program 2011.

If you have any questions concerning this document please contact me at (305) 416-5429 or via email kjordahl@miamigov.com.

Sincerely,

Kristin Jordahl
Urban Area Security Initiative
Project Coordinator

ENC.

/kj

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

“City of Fort Lauderdale”

This Agreement is entered into this 5th day of November, 2014, by and between the City of Miami, a municipal corporation of the State of Florida, (the “Sponsoring Agency”) and City of Fort 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 2011 to the City of Miami, accepted pursuant to Resolution No. 12-0083, adopted March 8, 2012, 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 2011 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. 14-0251, adopted on July 10th, 2014, has authorized the City Manager to enter into this Agreement with the Participating Agency on behalf of the City of Miami; and

WHEREAS, the purchase and distribution of this equipment are additional accessories to be used along with former Memorandum of Agreement (Resolution No. 14-0066, adopted on February 27th, 2014) with the same Participating Agencies for the original purchase of portable generators; and

9-16-14
CM-3
14-1064

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. 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 receiving 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

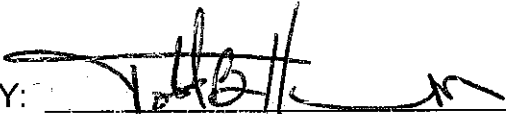
- A. This Agreement may be modified or amended only with the written agreement of each party.
- B. EVENT OF DEFAULT - If any of the responsibilities or obligations listed above in Section II are not met, provided, or responded to in a timely manner, the Sponsoring Agency has the option to terminate the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

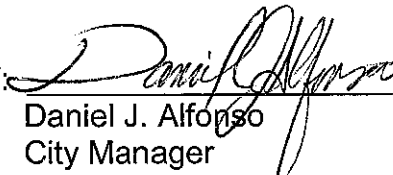
SPONSORING AGENCY

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

ATTEST:


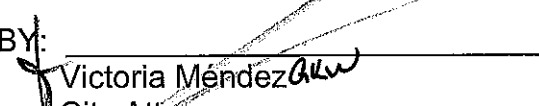
BY: 

Todd E. Hannon
City Clerk

BY: 

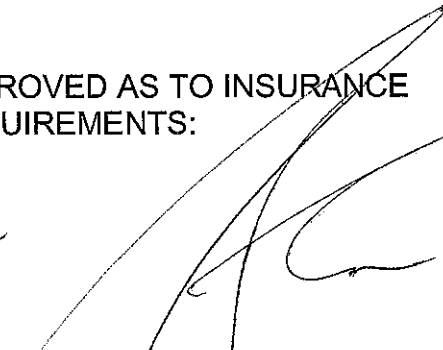
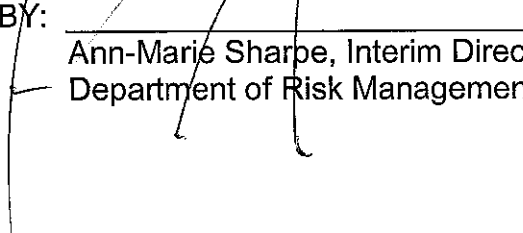
Daniel J. Alfonso
City Manager

APPROVED AS TO FORM AND CORRECTNESS:


BY: 

Victoria Mendez
City Attorney

APPROVED AS TO INSURANCE REQUIREMENTS:

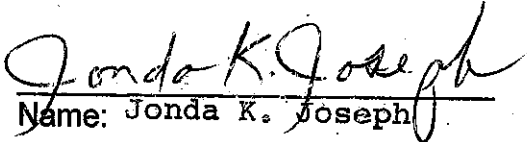

BY: 

Ann-Marie Sharpe, Interim Director
Department of Risk Management

PARTICIPATING AGENCY

"City of Fort Lauderdale"

ATTEST:


Name: Jonda K. Joseph

City Clerk

Title: _____

BY:



NAME: John P. "Jack" Seiler

TITLE: Mayor

By



Lee R. Feldman, City Manager

APPROVED AS TO FORM AND
CORRECTNESS:


Participating Agency Attorney

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

- City of Hialeah

- Broward County

- City of Ft. Lauderdale

- Palm Beach County

- Monroe County

- Miami-Dade County

Attachment A: Regional Distribution of Equipment

Recipient Agency	Item Description	Quantity	Cost	Total Cost
City of Hialeah	WSPPDP400-Portable Power Distribution Panel for generator	2	\$4,961.02	\$9,922.04
	WSEDK50-Electrical Distribution Kit 50 Amp	16	\$2,533.40	\$40,534.40
	WSPPDST-Portable Distribution Stand	2	\$402.91	\$805.82
Broward County	WSPPDP400-Portable Power Distribution Panel for generator	2	\$4,961.02	\$9,922.04
	WSEDK50-Electrical Distribution Kit 50 Amp	16	\$2,533.40	\$40,534.40
	WSPPDST-Portable Distribution Stand	2	\$402.91	\$805.82
City of Ft. Lauderdale	WSPPDP400-Portable Power Distribution Panel for generator	2	\$4,961.02	\$9,922.04
	WSEDK50-Electrical Distribution Kit 50 Amp	16	\$2,533.40	\$40,534.40
	WSPPDST-Portable Distribution Stand	2	\$402.91	\$805.82
Palm Beach County	WSPPDP400-Portable Power Distribution Panel for generator	2	\$4,961.02	\$9,922.04
	WSEDK50-Electrical Distribution Kit 50 Amp	16	\$2,533.40	\$40,534.40
	WSPPDST-Portable Distribution Stand	2	\$402.91	\$805.82
Monroe County	WSPPDP400-Portable Power Distribution Panel for generator	2	\$4,961.02	\$9,922.04
	WSEDK50-Electrical Distribution Kit 50 Amp	16	\$2,533.40	\$40,534.40
	WSPPDST-Portable Distribution Stand	2	\$402.91	\$805.82

Recipient Agency	Item Description	Quantity	Cost	Total Cost
Miami-Dade County	WSPDP400-Portable Power Distribution Panel for generator	2	\$4,961.02	\$9,922.04
	WSEDK50-Electrical Distribution Kit 50 Amp	16	\$2,533.40	\$40,534.40
	WSPDST-Portable Distribution Stand	2	\$402.91	\$805.82
City of Miami	WSPDP400-Portable Power Distribution Panel for generator	2	\$4,961.02	\$9,922.04
	WSEDK50-Electrical Distribution Kit 50 Amp	16	\$2,533.40	\$40,534.40
	WSPDST-Portable Distribution Stand	2	\$402.91	\$805.82

\$358,835.82



City of Miami

City Hall
3500 Pan American Drive
Miami, FL 33133
www.miamigov.com

Master Report

Resolution R-14-0251

File ID #: 14-00532

Enactment Date: 7/10/14

Version: 1

Controlling Body: City Commission

Status: Mayor's Office for Signature

Title: A RESOLUTION OF THE MIAMI CITY COMMISSION, WITH ATTACHMENT(S), AUTHORIZING THE CITY MANAGER TO EXECUTE MEMORANDA OF AGREEMENT ("MOA"), IN SUBSTANTIALLY THE ATTACHED FORM(S), BETWEEN THE PARTICIPATING AGENCIES OF BROWARD COUNTY, THE CITY OF FORT LAUDERDALE, THE CITY OF HIALEAH, MIAMI-DADE COUNTY, MONROE COUNTY, AND PALM BEACH COUNTY, FOR THE DISTRIBUTION OF EQUIPMENT IN ACCORDANCE WITH THE URBAN AREA SECURITY INITIATIVE ("UASI") GRANT'S POLICIES, FOR THE UASI GRANT FISCAL YEAR ("FY") 2011, IN ACCORDANCE WITH THE UASI GRANT FY 2011, ACCEPTED PURSUANT TO RESOLUTION NO. 12-0083, ADOPTED MARCH 8, 2012, WHICH SPECIFIED RESPONSIBILITIES, USE MAINTENANCE, INVENTORY, AND DISPOSAL RESPONSIBILITIES; FURTHER AUTHORIZING THE CITY MANAGER TO EXECUTE ANY OTHER RELATED MODIFICATIONS, AMENDMENTS, EXTENSIONS OR MOAS, ON ALL UASI GRANT MATTERS, EXCEPT THOSE DEALING WITH FUNDING CHANGES, IN A FORM ACCEPTABLE TO THE CITY ATTORNEY.

Reference:

Introduced: 6/2/14

Name: Authorize UASI MOA's - Distribution of Equipment

Requester: Department of Fire-Rescue

Cost:

Final Action: 7/10/14

Notes:

Sections:

Indexes:

Attachments: 14-00532 Summary Form.pdf, 14-00532 Executed UASI FY11 Subgrant Agmt.pdf, 14-00532 Legislation.pdf, 14-00532 Exhibit.pdf

Action History

Ver.	Acting Body	Date	Action	Sent To	Due Date	Returned	Result
1	Office of the City Attorney	6/27/14	Reviewed and Approved				
1	City Commission	7/10/14	ADOPTED				1

This Matter was ADOPTED on the Consent Agenda.

Aye: 5 - Wifredo (Willy) Gort, Marc David Sarnoff, Frank Carollo, Francis Suarez and Keon Hardemon



City of Miami

Legislation

Resolution

City Hall
3500 Pan American
Drive
Miami, FL 33133
www.miamigov.com

File Number: 14-00532

Final Action Date:

A RESOLUTION OF THE MIAMI CITY COMMISSION, WITH ATTACHMENT(S), AUTHORIZING THE CITY MANAGER TO EXECUTE MEMORANDA OF AGREEMENT ("MOA"), IN SUBSTANTIALLY THE ATTACHED FORM(S), BETWEEN THE PARTICIPATING AGENCIES OF BROWARD COUNTY, THE CITY OF FORT LAUDERDALE, THE CITY OF HIALEAH, MIAMI-DADE COUNTY, MONROE COUNTY, AND PALM BEACH COUNTY, FOR THE DISTRIBUTION OF EQUIPMENT IN ACCORDANCE WITH THE URBAN AREA SECURITY INITIATIVE ("UASI") GRANT'S POLICIES, FOR THE UASI GRANT FISCAL YEAR ("FY") 2011, IN ACCORDANCE WITH THE UASI GRANT FY 2011, ACCEPTED PURSUANT TO RESOLUTION NO. 12-0083, ADOPTED MARCH 8, 2012, WHICH SPECIFIED RESPONSIBILITIES, USE MAINTENANCE, INVENTORY, AND DISPOSAL RESPONSIBILITIES; FURTHER AUTHORIZING THE CITY MANAGER TO EXECUTE ANY OTHER RELATED MODIFICATIONS, AMENDMENTS, EXTENSIONS OR MOAS, ON ALL UASI GRANT MATTERS, EXCEPT THOSE DEALING WITH FUNDING CHANGES, IN A FORM ACCEPTABLE TO THE CITY ATTORNEY.

WHEREAS, the United States Department of Homeland Security, through the State of Florida Division of Emergency Management, has sub-granted the Urban Area Security Initiative ("UASI") Grant Program Fiscal Year ("FY") 2011 to the City of Miami ("City"), accepted pursuant to Resolution No. 12-0083, adopted March 8, 2012, to provide funds to address the unique equipment, training, planning, exercise and operational needs for large 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 FY 2011 Grant Program, the participating agencies of Broward County, the City of Fort Lauderdale, the City of Hialeah, Miami-Dade County, Monroe County, and Palm Beach County (collectively "Participating Agencies"), will be added to this Resolution and will uphold the Memoranda of Agreement ("MOA"), attached and incorporated, which identify the distribution of equipment by the City which specify maintenance and inventory responsibilities in accordance with the UASI Grant's policies; and

WHEREAS, the purchase and distribution of this equipment are additional accessories to be used along with the former MOA, pursuant to Resolution No. 14-0066 adopted February 27, 2014, with the same Participating Agencies for the original purchase of generators; and

WHEREAS, the purchase of this equipment and the Participating Agencies listed above agree that the intent of this equipment is for "Regional" use and be made available to UASI participants as part of the South Florida collaboration for first responders; and

WHEREAS, additional language is stipulated to further authorize the City Manager to execute any other related modifications, amendments, extensions, or MOA on all UASI Grant matters except those

dealing with funding changes;

NOW, THEREFORE, BE IT RESOLVED BY THE COMMISSION OF THE CITY OF MIAMI, FLORIDA:

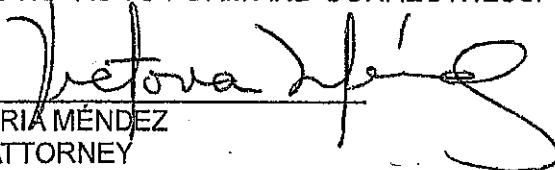
Section 1. The recitals and findings contained in the Preamble to this Resolution are adopted by reference and incorporated as fully set forth in this Section.

Section 2. The City Manager is authorized{1} to execute MOA, in substantially the attached form(s), between the Participating Agencies, for the distribution of equipment in accordance with the UASI Grant's policies, for the UASI Grant FY 2011, accepted pursuant to Resolution No. 12-0083, adopted March 8, 2012, which specified responsibilities, use maintenance, inventory, and disposal responsibilities.

Section 3. The City Manager is further authorized{1} to execute any other related modifications, amendments, extensions or MOA, on all UASI Grant matters, except those dealing with funding changes, in a form acceptable to the City Attorney.

Section 4. This Resolution shall become effective immediately upon its adoption and signature of the Mayor. {2}

APPROVED AS TO FORM AND CORRECTNESS:



VICTORIA MÉNDEZ
CITY ATTORNEY

Footnotes:

{1} The herein authorization is further subject to compliance with all requirements that may be imposed by the City Attorney, including but not limited to those prescribed by applicable City Charter and Code provisions.

{2} If the Mayor does not sign this Resolution, it shall become effective at the end of ten calendar days from the date it was passed and adopted. If the Mayor vetoes this Resolution, it shall become effective immediately upon override of the veto by the City Commission.



AGENDA ITEM SUMMARY FORM

FILE ID: 14-00532

Date: 5/19/2014

Requesting Department: Fire-Rescue

Commission Meeting Date: 7/10/2014

District Impacted: All

Law Department
Matter ID No.
14-1269

Type: X Resolution Ordinance Emergency Ordinance Discussion Item

Other _____

Subject: "Memoranda of Agreements ("MOAs) with UASI Sub-recipients for Distribution of Equipment: Accessories to Portable Generators"

Purpose of Item:

Resolution for the Distribution of Equipment: Accessories to Portable Generators; in accordance with Urban Area Security Initiative ("UASI") GY 2011 as accepted pursuant to Resolution No. 12-0083, adopted March 8th, 2012; and pursuant to the previous MOA Resolution No. 14-0066 adopted on February 27th, 2014 for the Distribution of Equipment: Portable Generators with same Participating UASI Sub-recipients: Broward County, the City of Fort Lauderdale, the City of Hialeah, Miami-Dade County, Monroe County and Palm Beach County as identified in Attachment "A" of the MOA.

Background Information:

(SEE ATTACHED)

Budget Impact Analysis

NO Is this item related to revenue?

YES Is this item an expenditure? If so, please identify funding source below.

General Account No: _____

Special Revenue Account No: UASI Grant Year 2011

CIP Project No: _____

NO Is this item funded by Homeland Defense/Neighborhood Improvement Bonds?

Start Up Capital Cost: \$0.00

Maintenance Cost: \$0.00

Total Fiscal Impact: \$0.00

Final Approvals

(SIGN AND DATE)

CIP

If using or receiving capital funds

Grants

Purchasing

Chief

Budget

Risk Management

Dept. Director

City Manager

Background Information: (continued)

The United States Department of Homeland Security, through the State of Florida Division of Emergency Management (DEM), has sub-granted the Urban Area Security Initiative ("UASI") Grant Program GY 2011 to the City of Miami ("City"), accepted pursuant to Resolution No. 12-0083, adopted March 8th, 2012, to provide funds to address the unique equipment, training, planning, exercise and operational needs for the 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.

In accordance with the UASI FY 2011 Grant Program, the Participating Agencies of Broward County, the City of Ft. Lauderdale, the City of Hialeah, Miami-Dade County, Monroe County, and Palm Beach County, will be distributed equipment therefore requiring a Memoranda of Agreement ("MOA") which identifies the equipment and the sole responsibilities of the Participating Agencies which includes maintenance, inventory, and replacement responsibilities in accordance with the UASI grant's policies. This is pursuant to Resolution No. 14-0066, adopted on February 27th, 2014 for the distribution of portable generators to same Participating Agencies. This new MOA is to distribute accessories for the previously dispersed portable generators.

Language is also included to further authorize the City Manager to execute any other related modifications, amendments, extensions, or Memoranda of Agreements ("MOA's) on all UASI grant matters except those dealing with funding changes.

In addition, the City Commission authorizes the City Manager to execute Memoranda of Agreements ("MOA's") with contiguous partners, named above setting forth the parties' responsibilities in connection with the development and support of the UASI Program FY 2011 which is administered by the City of Miami Department of Fire-Rescue.