

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

City of Ft. Lauderdale

This Agreement is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 201\_, by and between the City of Miami, a municipal corporation of the State of Florida, (the "Sponsoring Agency") and 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 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 City of Hialeah on behalf of the City of Miami; and

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

GKW #132907L

## 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.

## 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

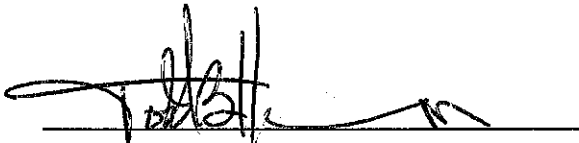
CAM 14-0707

EX. 1

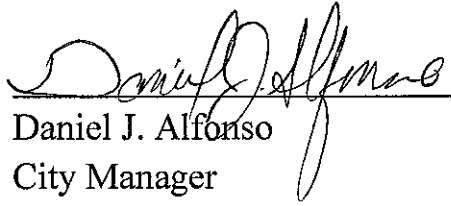
Page 5 of 9

ATTEST:

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



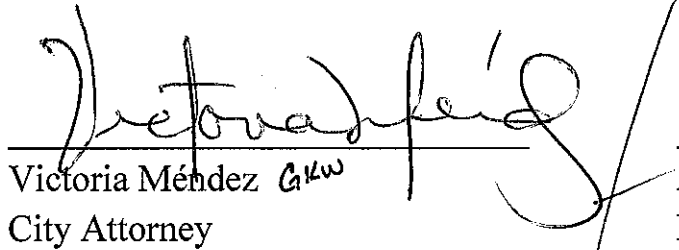
Todd Hannon  
City Clerk



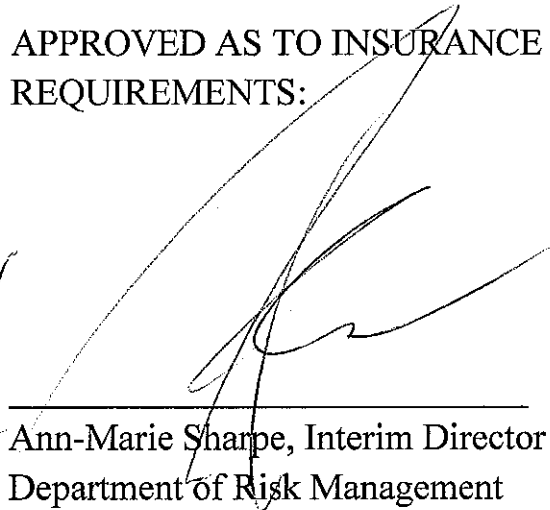
Daniel J. Alfonso  
City Manager

APPROVED AS TO FORM AND  
CORRECTNESS:

APPROVED AS TO INSURANCE  
REQUIREMENTS:



Victoria Méndez *CMW*  
City Attorney



Ann-Marie Sharpe, Interim Director  
Department of Risk Management

PARTICIPATING AGENCY

“ \_\_\_\_\_ ”

ATTEST:

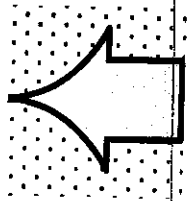
\_\_\_\_\_  
Name:

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

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

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

TITLE: \_\_\_\_\_



APPROVED AS TO FORM AND  
CORRECTNESS:

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



# City of Miami

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

## Master Report

Resolution R-14-0066

**File ID #:** 14-00051

**Enactment Date:** 2/27/14

**Version:** 1

**Controlling Office of the City**  
**Body:** Clerk

**Status:** Passed

**Title:** A RESOLUTION OF THE MIAMI CITY COMMISSION, WITH ATTACHMENT(S), AUTHORIZING THE CITY MANAGER TO EXECUTE MEMORANDUM OF AGREEMENTS ("MOA'S"), IN SUBSTANTIALLY THE ATTACHED FORMS, BETWEEN THE PARTICIPATING AGENCIES OF BROWARD COUNTY, BROWARD COUNTY SHERIFF'S OFFICE, 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 2010, IN ACCORDANCE WITH THE UASI GRANT FISCAL YEAR 2010, ACCEPTED PURSUANT TO RESOLUTION NO. 11-0478, ADOPTED NOVEMBER 17, 2011, WHICH SPECIFIED RESPONSIBILITIES, USE MAINTENANCE, INVENTORY, AND DISPOSAL RESPONSIBILITIES; FURTHER AUTHORIZING THE CITY MANAGER TO EXECUTE ANY OTHER RELATED MODIFICATIONS, AMENDMENTS, EXTENSIONS OR MOA'S, ON ALL UASI GRANT MATTERS, EXCEPT THOSE DEALING WITH FUNDING CHANGES, IN A FORM ACCEPTABLE TO THE CITY ATTORNEY.

**Reference:**

**Introduced:** 1/21/14

**Name:** Execute MOA's - Distribution of Equipment

**Requester:** Department of  
Fire-Rescue

**Cost:**

**Final Action:** 2/27/14

**Notes:**

**Sections:**

**Indexes:**

**Attachments:** 14-00051 Summary Form.pdf, 14-00051 Executed FY'10 UASI Subgrant Agmt.pdf, 14-00051 Legislation.pdf, 14-00051 Exhibit.pdf

### Action History

Ver.	Acting Body	Date	Action	Sent To	Due Date	Returned	Result
1	Office of the City Attorney	2/8/14	Reviewed and Approved				
1	City Commission	2/27/14	ADOPTED				1



A motion was made by Frank Carollo, seconded by Marc David Sarnoff, that this matter be ADOPTED. The motion carried by the following vote:

Aye: 4 - Wifredo (Willy) Gort, Marc David Sarnoff, Frank Carollo and Keon Hardemon

Absent: 1 - Francis Suarez

1	Office of the Mayor	3/7/14	Signed by the Mayor	Office of the City Clerk
1	Office of the City Clerk	3/7/14	Signed and Attested by City Clerk	

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