

**PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS
AGENDA ITEM SUMMARY**

Meeting Date: August 19, 2014

<input checked="" type="checkbox"/>	Consent	<input type="checkbox"/>	Regular
<input type="checkbox"/>	Ordinance	<input type="checkbox"/>	Public Hearing

Department: Department of Public Safety
Submitted By: Department of Public Safety
Submitted For: Division of Emergency Management

I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to: **Receive and File** the executed memorandum of agreement with the City of Miami, a municipal corporation of the State of Florida, as a fiscal agent for the Miami Urban Area Security Initiative (UASI) to receive equipment procured by the City of Miami using \$111,268.26 of de-obligated regional UASI funds from grant year 2010.

Summary: The UASI provides an annual federal grant that the Division of Emergency Management receives to enhance domestic security and emergency management operations in the County. The City of Miami was granted \$5,885,153 for the Miami Urban Area in 2010 funding. Unspent funding from the UASI 2010 grant was used to purchase equipment which was transferred to Palm Beach County. Palm Beach County received equipment valued at \$111,268.26. The equipment is one 205 kilowatt portable diesel generator with tandem trailer for \$58,017.48 and one 175 kilowatt portable diesel generator with tandem trailer for \$53,250.78. These portable generators will enhance the capabilities of Palm Beach County to respond to, recover from and mitigate domestic security and emergency management related issues. R-2013-0622 dated May 21, 2013 authorizes the County Administrator or his designee to execute all UASI sub-grant contracts on behalf of the Board of County Commissioners, for the UASI Grant Program in any given year. **No County matching funds are required. Countywide (PGE)**

Background and Justification: In early 2006, the State of Florida and the Federal Department of Homeland Security established a new UASI. This new UASI was created using the cities of Fort Lauderdale, Miramar, Miami Gardens, Hollywood, and Coral Springs as the core cities. At the first organizational meeting of the UASI, the core cities invited the Counties of Broward and Palm Beach to participate as equal partners. Subsequently, the City of Coral Springs and the Sheriffs Office of Broward and Palm Beach Counties were also invited to participate as equal partners. In May of 2011 the Miami UASI and the Fort Lauderdale UASI were combined by the Department of Homeland Security into the Fort Lauderdale/Miami UASI. The City of Miami has accepted the duties and responsibilities of representing the UASI to the State and Federal Governments as the UASI's fiscal agent and point of contact.

Attachments

- 1) Memorandum of Agreement for Participating Miami UASI Grant Agencies for Distribution of Equipment

Recommended by: William J. Convento 7/3/14
Department Director Date

Approved By:  Assistant County Administrator 7/3/14 Date

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact

Fiscal Years	2014	2015	2016	2017	2018
Capital Expenditures					
Operating Costs					
External Revenues					
Program Income (County)					
In-Kind Match (County)					
Net Fiscal Impact	See below				

ADDITIONAL FTE POSITIONS (Cumulative) 0

Is Item Included In Current Budget? Yes No X

Budget Account Exp No: Fund Department Unit Object
Rev No: Fund Department Unit Rev Source

B. Recommended Sources of Funds/Summary of Fiscal Impact:

This agenda item represents receipt of equipment procured by the City of Miami and there is no fiscal impact associated with it.

Departmental Fiscal Review: Stephanie Seligson 7/2/14

III. REVIEW COMMENTS

A. OFMB Fiscal and/or Contract Dev. and Control Comments:

OFMB 7/8/14

Contract Administration 7/11/14

B. Legal Sufficiency:

Assistant County Attorney 7/15/14

C. Other Department Review:

Department Director

This summary is not to be used as a basis for payment.

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

"Palm Beach County"

This Agreement is entered into this 3rd day of JULY, 2014, by and between the City of Miami, a municipal corporation of the State of Florida, (the "Sponsoring Agency") and Palm Beach 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. 14-00066, 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:

GLW[#] 1329072

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 its 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.

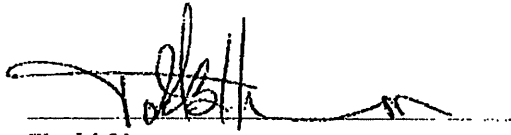
III. CONDITIONS: DEFAULT, REMEDIES, TERMINATION

- 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;

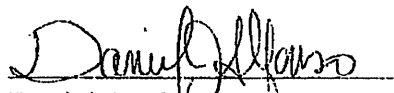
- c. Require that the Participating Agency refund to the Sponsoring Agency any monies used for ineligible purpose under the laws, rules and regulations governing the use of these funds;
 - d. Request additional information from the Participating Agency to determine the reasons for or the extent of non-compliance 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



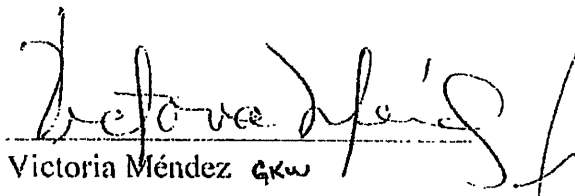
Todd Hannon
City Clerk



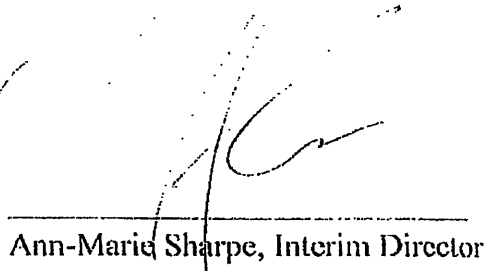
Daniel J. Alfonso
City Manager

APPROVED AS TO FORM AND
CORRECTNESS:

APPROVED AS TO INSURANCE
REQUIREMENTS:



Victoria Méndez *gkw*
City Attorney



Ann-Marie Sharpe, Interim Director
Department of Risk Management

PARTICIPATING AGENCY: "PALM BEACH COUNTY"

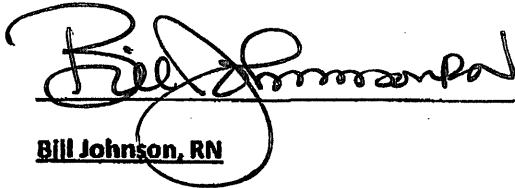
BY:



NAME: Vince Bonvento

Title: Director, Public Safety

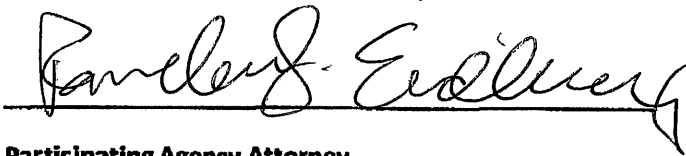
APPROVED AS TO TERMS AND CONDITONS



Bill Johnson, RN

Director, Emergency Management

APPROVED AS TO FORM AND LEGAL SUFFICENCY



Participating Agency Attorney

Attachment A: Regional Distribution of Equipment

Reporting 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



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 Samoff, that this matter be ADOPTED. The motion carried by the following vote:
Aye: 4 - Wilfredo (Willy) Gort, Marc David Samoff, 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	



City of Miami

Legislation

Resolution

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

File Number: 14-00051

Final Action Date:

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.

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") 2010 to the City of Miami ("City"), 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 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 2010 Grant Program, 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 (collectively "Participating Agencies"), will be added to this Resolution and will uphold the Memoranda of Agreements ("MOA's") 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, additional language is stipulated to further authorize 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;

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's, in substantially the attached


File Number: 14-00051

form, between the Participating Agencies, for the distribution of equipment in accordance with the UASI Grant's policies, for the UASI Grant FY 2010, accepted pursuant to Resolution No. 11-0478, adopted November 17, 2011, 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's, 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 MENDEZ
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.

MAY 15 2014

City of Miami

DANIEL ALONSO
City Manager

MAURICE L. KEMP
Fire Chief

May 9th, 2014

Bill Johnson
Palm Beach County
Emergency Management
20 So. Military Trail
West Palm Beach, FL 33415

RE: Distribution of Equipment Memorandum of Agreement

Mr. Johnson:

Please find enclosed a Memorandum of Agreement (MOA) between the City of Miami and the Palm Beach County for the Distribution of Equipment as identified in "Attachment A: Regional Distribution of Equipment".

The ownership of this equipment will be transferred to the Palm Beach County as well as the responsibilities within the MOA. Palm Beach County will continue to follow the existing MOAs stipulations which include proper use, storage, maintenance, and other responsibilities of the equipment, as well accommodate with site visits and inventory reports as necessary.

Please process the enclosed MOAs for signatures and return one original to me at the following address. 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

/s/

DEPARTMENT OF FIRE-RESCUE, Division of Emergency Management
444 S.W. 2nd Avenue, 10th Fl / Miami, FL 33136 / (305) 416-5439