

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

Meeting Date: December 2, 2014 ☒ Consent ☐ Regular
 ☐ Ordinance ☐ 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 accept equipment from the City of Miami, acquired through the regional UASI grant, with a value of \$51,262.26.

Summary: The Miami UASI provides an annual federal grant to the Division of Emergency Management which is used to enhance domestic security and emergency management operations in the County. The City of Miami was granted \$9,356,839 in funding for the Miami Urban Area in 2011. The UASI 2011 grant was used to purchase equipment valued at \$51,262.26 which was transferred to Palm Beach County at no cost. The equipment consists of two (2) portable power distribution panels, sixteen (16) 50 Amp electrical distribution kits, and two (2) portable distribution stands. These portable power distribution kits 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.

Attachment

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

Recommended by:

Department Director

Date _____

Approved By:

Assistant County Administrator

Date _____

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact

Fiscal Years	<u>2015</u>	<u>2016</u>	<u>2017</u>	<u>2018</u>	<u>2019</u>
Capital Expenditures	_____	_____	_____	_____	_____
Operating Costs	_____	_____	_____	_____	_____
External Revenues	_____	_____	_____	_____	_____
Program Income (County)	_____	_____	_____	_____	_____
In-Kind Match (County)	_____	_____	_____	_____	_____
Net Fiscal Impact	=====	=====	=====	=====	=====
# ADDITIONAL FTE					
POSITIONS (Cumulative)	<u>X 0</u>	_____	_____	_____	_____

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 Sepinok
SM

III. REVIEW COMMENTS

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

Susan Neary 10/30/14
AN SL JB HL AM
10/28 OFMB 10/29/14

Dr. J. Jacobs 11/3/14
Contract Administration
11-3-14 B. Wheeler

B. Legal Sufficiency:

[Signature] 11/5/14
Assistant County Attorney

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 2nd day of October, 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 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

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

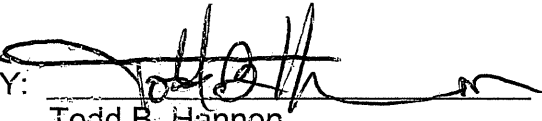
- A. This Agreement may be modified or amended only with the written agreement of each party.
- B. EVENT OF DEFAULT - If any of the responsibilities or obligations listed above in Section II are not met, provided, or responded to in a timely manner, the Sponsoring Agency has the option to terminate the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

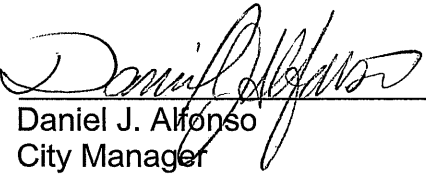
- b. Begin an appropriate legal or equitable action to enforce performance of this Agreement;
 - c. Require that the Participating Agency refund to the Sponsoring Agency any monies used for ineligible purpose under the laws, rules and regulations governing the use of the these funds;
 - d. Request additional 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

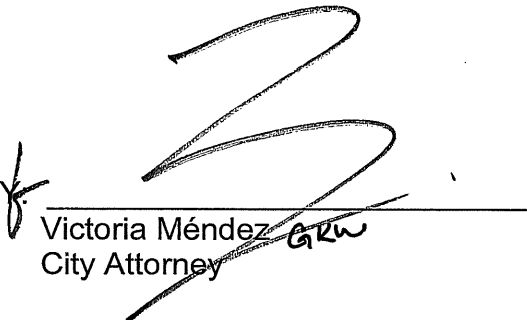
THE CITY OF MIAMI, a municipal
Corporation of the State of Florida

ATTEST:

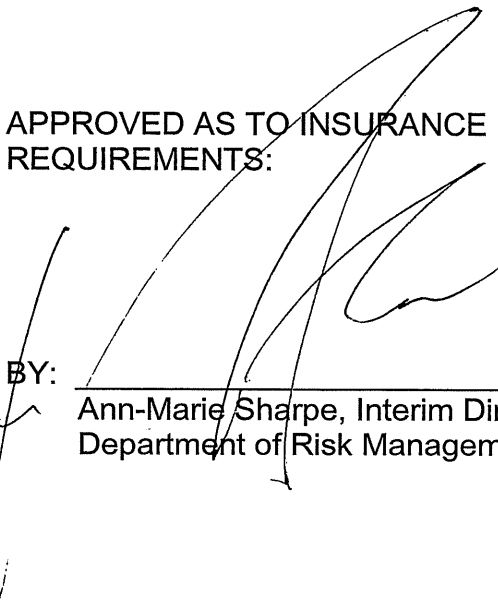
BY: 
Todd B. Hannon
City Clerk

BY: 
Daniel J. Alfonso
City Manager

APPROVED AS TO FORM AND
CORRECTNESS:

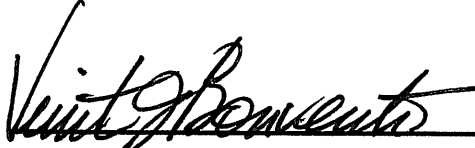
BY: 
Victoria Méndez
City Attorney

APPROVED AS TO INSURANCE
REQUIREMENTS:

BY: 
Ann-Marie Sharpe, Interim Director
Department of Risk Management

PARTICIPATING AGENCY
"Palm Beach County"

APPROVED

 8/25/14



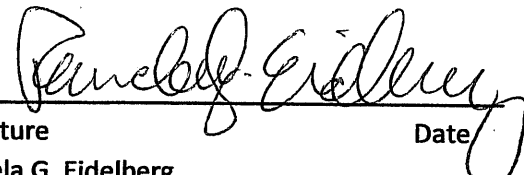
Signature

Date

Vince Bonvento

Title: Director, Public Safety

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

 _____

Signature

Date

Pamela G. Eidelberg

Assistant County Attorney

APPROVED AS TO TERMS
AND CONDITIONS

 8/13/2014

Signature

Date

Bill Johnson, RN

Title: Director, Emergency Management

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

Attachment # 1

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Recipient Agency	Item Description	Quantity	Cost	Total Cost
Miami-Dade County	WSPPDP400-Portable Power Disctribution 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 Miami	WSPPDP400-Portable Power Disctribution 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

\$358,835.82