CITY OF SUNRISE

AGENDA ITEM REQUEST

ORIGINATING DEPARTMENT: **POLICE DEPARTMENT**

ROUTING:

CITY MANAGER: DATE: 3/11/2009

CITY MANAGER APPROVAL TO BEGIN PROCEDURES.

SIGNATURE:

PURCHASING: DATE:

PURCHASING APPROVAL: SIGNATURE:

LEGISLATIVE AIDE: DATE: 3/12/09

CITY ATTORNEY: DATE: 3/12/09

ITEM REQUEST:

ACTION OF THE CITY COMMISSION APPROVING AND ACCEPTING THE FY2008 URBAN AREAS SECURITY INITIATIVE (UASI) GRANT IN THE AMOUNT OF $444,492. AUTHORIZING CITY STAFF AND THE CHIEF OF POLICE, AS THE AUTHORIZED OFFICIAL, TO EXECUTE ALL RELATED DOCUMENTS IN CONNECTION WITH THIS GRANT AND RELATED MEMORANDUM OF AGREEMENT (MOA).

FUNDING SOURCE: N/A

AMOUNT: N/A

BUDGET APPROVAL
SIGNATURE:

ATTACHED EXHIBITS:

2008 MEMORANDUM OF AGREEMENT (MOA)

SUMMARY EXPLANATION/BACKGROUND INFORMATION/JUSTIFICATION:

THE CITY OF SUNRISE HAS BEEN INCLUDED IN THE FORT LAUDERDALE FY2008 URBAN AREA GRANT PROGRAM FUNDED BY THE DEPARTMENT OF HOMELAND SECURITY. AS SUCH, SUNRISE IS ELIGIBLE FOR GRANT FUNDING IN THE AMOUNT OF $444,492.

DEPARTMENT HEAD RECOMMENDATION:

APPROVAL

PERSON WITH ADDITIONAL INFORMATION:

NAME: JOHN E. BROOKS PHONE: 3363

DEPARTMENT HEAD SIGNATURE: _____
JOHN E. BROOKS, CHIEF OF POLICE

CITY MANAGER RECOMMENDATIONS:

APPROVED FOR AGENDA PLACEMENT.

SIGNATURE: _____ (CITY MANAGER)

SUNRISE, FLORIDA

RESOLUTION NO. _____

A RESOLUTION OF THE CITY OF SUNRISE, FLORIDA, APPROVING AND ACCEPTING THE FY 2008 URBAN AREAS SECURITY INITIATIVE (UASI) GRANT IN THE AMOUNT OF $444,492 IN CONNECTION WITH THE UASI GRANT PROGRAM AND RELATED MEMORANDUM OF AGREEMENT; PROVIDING FOR EXECUTION OF DOCUMENTS; AND PROVIDING AN EFFECTIVE DATE.

BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF SUNRISE, FLORIDA:

Section 1. The acceptance of the FY 2008 Urban Areas Security Initiative (UASI) Grant in the amount of $444,492, in connection with the UASI Grant Program and related Memorandum of Agreement is hereby approved. A copy of the UASI Agreement is attached hereto as Exhibit "A".

Section 2.The Chief of Police is authorized to execute all documents in connection with this Memorandum of Agreement.

Section 3. Effective Date. This Resolution shall be effective immediately upon its passage.

PASSED AND ADOPTED THIS _____ DAY OF _____, 2009.

_____
Mayor Roger B. Wishner

Authentication:

_____
Felicia M. Bravo
City Clerk

MOTION: _____
SECOND: _____

ALU: _____
ROSEN: _____
SCUOTTO: _____
SOFIELD: _____
WISHNER: _____

Approved by the City Attorney
as to Form and Legal Sufficiency._____
Stuart R. Michelson

MEMORANDUM OF AGREEMENT
FOR PARTICIPATING FORT LAUDERDALE UASI AGENCIES

This Agreement is entered into this _____ day of _____, 200__, by and between the City of Miramar, a municipal corporation of the State of Florida (the "Sponsoring Agency") and **the City of Sunrise**, (the "Participating Agency").

RECITALS

WHEREAS, The United States Department of Homeland Security (DHS), through the Office of Grants and Training (OG&T), is providing financial assistance to the Fort Lauderdale Urban Area through the FY 2008 Urban Area Security Initiative (UASI) Grant Program in the amount $6,191,025; and

WHEREAS, the Sponsoring Agency is the coordinating agent for the Fort Lauderdale FY 2008 UASI Grant Program; and

WHEREAS, the OG&T requires that the urban areas selected for funding take a regional metropolitan area approach to the development and implementation of the FY 2008 UASI Grant Program and involve core cities, core counties, contiguous jurisdictions, mutual aid partners and State agencies; and

WHEREAS, the Fort Lauderdale Urban Area has been defined as the City of Miramar, City of Miami Gardens, City of Fort Lauderdale, City of Hollywood, City of Pembroke Pines, City of Coral Springs, City of Sunrise, Broward County and Palm Beach County; and the Fort Lauderdale Urban Area Working Group includes the foregoing agencies as well as the Broward Sheriff's Office, the Palm Beach County Sheriff's Office, the Miami-Dade County Police Department and the State Administrative Agency, represented by the Florida Department of Law Enforcement; and

WHEREAS, the City of Miramar anticipates that it will be subgranting a portion of the funds to the cities and counties listed above, as well as to the Broward Sheriff's Office and the Palm Beach County Sheriff's Office, as members of the Fort Lauderdale UASI in accordance with the FY 2008 UASI Grant Program; and

WHEREAS, the City Commission of the City of Miramar, by Resolution No. 09-97, adopted on February 18, 2009, has approved the execution of the Federally-Funded Subgrant Agreement with the State of Florida, and has authorized the City Manager to enter into this Agreement with each Participating Agency on behalf of the City of Miramar; and

WHEREAS, the Sponsoring Agency wishes to work with the Participating Agencies through the Urban Area Working Group process to enhance the ability of Miramar and its surrounding jurisdictions to respond to a terrorist threat or act.

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

I. PURPOSE

A. This Agreement delineates responsibilities of the Sponsoring Agency and the Participating Agencies for activities under the FY 2008 Urban Areas Security Initiative (UASI) Grant Program which was made available by the U.S. Department of Homeland Security (DHS), through the Office of Grants and Training (OG&T) and through the State of Florida Division of Emergency Management (DEM).

B. This Agreement serves as the Scope of Work between a Participating Agency and the Sponsoring Agency.

II. SCOPE

A. The provisions of this Agreement apply to FY 2008 UASI activities to be performed at the request of the Federal government, provided at the option of the Sponsoring Agency, and in conjunction with, in preparation for or in anticipation of, a major disaster or emergency related to terrorism and/or weapons of mass destruction.

B. No provision of this Agreement limits the activities of the Urban Area Working Group or its Sponsoring Agency in performing local and state functions.

III. DEFINITIONS

A. Critical Infrastructure. Any system or asset that if attacked would result in catastrophic loss of life and/or catastrophic economic loss.

B. The U.S. Department of Homeland Security (DHS), Office of Grants and Training, Urban Areas Security Initiative (UASI) Grant Program (FY 2008). This program reflects the intent of Congress and the Administration to enhance and quantify the preparedness of the nation to combat terrorism. The UASI Grant Program is being provided to address the unique equipment, training, planning, operational and exercise needs of large high threat urban areas, and program activities must involve coordination by the named cities and counties, and any which are identified by the Urban Area Working Group and the respective State Administrative Agency. Funding for the FY 2008 UASI Grant Program was appropriated by the U.S. Congress and is authorized by Public Law 108-11, the Emergency Wartime Supplemental Appropriations Act of 2003. The funding will provide assistance to build an enhanced and sustainable capacity to prevent, respond to and recover from threats or acts of terrorism for the selected urban areas.

C. National Incident Management System (NIMS). This system will provide a consistent nationwide approach for Federal, State, and local governments to work effectively and efficiently together to prepare for, respond to and recover from domestic incidents, regardless of cause, size or complexity. To provide for interoperability and compatibility among Federal, State and local capabilities, the NIMS will include a core set of concepts, principles, terminology and technologies covering the incident command system; multi-agency coordination systems; unified command; training; and identification. According to current Homeland Security Grant Program Guidance, awardees must meet the NIMS compliance requirements in order to receive preparedness funding. State, Territory, Tribal and local governments are considered to be in full NIMS compliance if they have

adopted and/or have implemented the FY 2005 and FY 2006 compliance activities, as described by the Federal Emergency Management Agency.

D. Urban Area Working Group (UAWG). The State Administrative Agency (SAA) Point of Contact (POC) must work through the Mayor/CEOs from all other jurisdictions within the defined urban area to identify POCs from these jurisdictions to serve on the Urban Area Working Group. The Urban Area Working Group will be responsible for coordinating development and implementation of all program elements, including the urban area assessment, strategy development and any direct services that are delivered by OG&T.

E. Urban Area. An urban area is limited to inclusion of jurisdictions contiguous to the named cities and counties, or with which the named cities and counties have established formal mutual aid agreements.

IV. SPONSORING AGENCY SHALL BE RESPONSIBLE FOR:

A. Providing an administrative department, which shall be the City of Miramar Police Department, authorized to carry out the herein agreed upon responsibilities of the Sponsoring Agency.

B. Coordinating with named cities and counties, with the respective State Administrative Agency and with the OG&T.

C. Conducting a comprehensive Urban Area Assessment, which in turn will guide development of an Urban Area Homeland Security Strategy.

D. Ensuring the participation of the following critical players in the assessment and strategy development process: law enforcement, emergency medical services, emergency management, the fire service, hazardous materials, public works, governmental administrative, public safety communications, healthcare and public health.

E. Developing a comprehensive Urban Area Homeland Security Strategy to be submitted to the SAA POC.

F. Complying with the requirements or statutory objectives of federal law.

G. Ensuring satisfactory progress toward the goals or objectives set forth in the grant application.

H. Following grant agreement requirements and/or special conditions, including the terms, conditions, certifications and other requirements contained in the Federally-Funded Subgrant Agreement between the State of Florida, Division of Emergency Management, and the City of Miramar, attached hereto as Exhibit "1" and hereby incorporated by reference.

I. Submitting required reports.

V. THE PARTICIPATING AGENCIES SHALL BE RESPONSIBLE FOR:

A. Providing an administrative department, which shall be the main liaison and partner with the City of Miramar Police Department, authorized to carry out the herein agreed upon responsibilities of the Participating Agency.

B. Developing subgrants for municipalities within each county in accordance with UASI Grant Program FY 2008 requirements. Participating Agencies and subgrantees must and hereby agree to comply with the requirements of the UASI Grant Program FY 2007 and the terms, conditions, certifications and other requirements contained in the Federally-Funded Subgrant Agreement between the State of Florida, Division of Emergency Management, and the City of Miramar, attached hereto as Exhibit "1", including but not limited to budget authorizations, required accounting and reporting on fund usage, use of funds only for the intended purpose and tracking of federally funded assets.

C. Submitting budget detail worksheets for direct purchases of equipment or services.

D. Participating as a member of the Urban Area Working Group to include coordinating with and assisting the City of Miramar in conducting a comprehensive Urban Area Assessment, which in turn will guide development of an Urban Area Homeland Security Strategy.

E. Ensuring the participation of the following critical players in the assessment and strategy development process: law enforcement, emergency medical services, emergency management, the fire service, hazardous materials, public works, governmental administrative, public safety communications, healthcare and public health.

F. Assisting the City of Miramar in development of a comprehensive Urban Area Homeland Security Strategy.

G. Complying with the requirements or statutory objectives of federal law.

H. Ensuring satisfactory progress toward the goals or objectives set forth in the grant application.

I. Submitting required reports.

VI. THE SPONSORING AGENCY AND THE PARTICIPATING AGENCY AGREE:

A. That funding acquired and identified for the Urban Areas Security Initiative will be administered solely by the Sponsoring Agency.

B. The Participating Agencies will provide financial and performance reports to City of Miramar in a timely fashion. The City of Miramar will prepare consolidated reports for submission to the State of Florida.

C. The Sponsoring Agency is not responsible for personnel salaries, benefits, workers compensation or time related issues of the Participating Agency personnel.

D. Sponsoring Agency and Participating Agency are subdivisions as defined in Chapter 768.28, Florida Statutes, and each party agrees to be fully responsible for the respective acts and omissions of its agents or employees to the extent permitted by law. Nothing herein is intended to serve as a waiver of sovereign immunity by any party to which sovereign immunity may be applicable. Nothing herein shall be construed as consent by a state agency or subdivision of the State of Florida to be sued by third parties in any manner arising out of this Agreement or any other contract.

E. The Participating Agency has been allocated **$444,492.00** to be expended and reimbursed pursuant to the terms of this Agreement.

VII. FINANCIAL AGREEMENTS

A. Financial and Compliance Audit Report: Recipients that expend $500,000 or more of Federal funds during their fiscal year are required to submit an organization-wide financial and compliance audit report. The audit must be performed in accordance with the U.S. General Accounting Office Government Auditing Standards and OMB Circular A-133.

B. The Secretary of Homeland Security and the Comptroller General of the United States shall have access to any books, documents, and records of recipients of FY 2008 UASI Homeland Security Grant Program assistance for audit and examination purposes, provided that, in the opinion of the Secretary of Homeland Security or the Comptroller General, these documents are related to the receipt or use of such assistance. The grantee will also give the sponsoring agency or the Comptroller General, through any authorized representative, access to and the right to examine all records, books, papers or documents related to the grant.

C. Financial Status Reports are due within 45 days after the end of each calendar quarter. A report must be submitted for every quarter that the award is active,

including partial calendar quarters, as well as for periods where no grant activity occurs.

D. Categorical Assistance Progress Reports by the Sponsoring Agency, the Participating Agency or by Subgrantees must be submitted to describe progress to date in implementing the grant and its impact on homeland security in the state.

E. All financial commitments herein are made subject to the availability of funds and the continued mutual agreements of the parties.

VIII. CONDITIONS, AMENDMENTS, AND TERMINATION

A. The Participating Agency will not illegally discriminate against any employee or applicant for employment on the grounds of race, color, religion, sex, age, or national origin in fulfilling any and all obligations under this Agreement.

B. Any provision of this Agreement later found to be in conflict with Federal law or regulation, or invalidated by a court of competent jurisdiction, shall be considered inoperable and/or superseded by that law or regulation. Any provision found inoperable is severable from this Agreement, and the remainder of the Agreement shall remain in full force and effect.

C. This Agreement may be modified or amended only with the written agreement of each of the parties.

D. This Agreement may be terminated by either party on thirty (30) days written notice to the other party.

E. This Agreement shall be considered the full and complete agreement between the undersigned parties, and shall supersede any prior Memorandum of Agreement among the parties regarding the subject of this Agreement, written or oral, except for any executory obligations that have not been fulfilled.

F. This Agreement may be executed in several parts, each of which shall be considered a valid Agreement, provided that each of the parties to the Agreement has executed at least one (1) original copy of the Agreement and has transmitted copy of the signature page hereof to the other parties.

G. This Agreement will end on May 31, 2011, unless otherwise extended, at which time the parties may agree to renew the association. Renewal will be based on evaluation of the Sponsoring Agency's ability to conform with procedures, training and equipment standards as prescribed by the OG&T.

H. Per Section (21), entitled "Lobbying Prohibition", of the Federally-Funded State Grant Agreement, attached hereto as Exhibit "1", no funds or other resources received from the Division in connection with this Agreement may be used directly or indirectly to influence legislation or any other official action by the Florida legislature or any state agency. The recipient certifies, by its signature to this Agreement, that to the best of his or her knowledge and belief: (1) no federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal Contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan or cooperative agreement; and (2) if any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan or cooperative agreement, the undersigned shall complete Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants

and contracts under grants, loans and cooperative agreements) and that all subrecipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

SPONSORING AGENCY

THE CITY OF MIRAMAR, a municipal corporation of the State of Florida

ATTEST:

BY: _____

Robert A. Payton
City Manager

_____

Yvette McLeary
City Clerk

Approved as to form and legal sufficiency for the use of and reliance by the City of Miramar only:

_____

City Attorney
Weiss Serota Helfman Pastoriza
Cole & Boniske, P.L.,

PARTICIPATING AGENCY

THE CITY OF SUNRISE, a municipal corporation of the State of Florida

ATTEST:

BY: _____

Name: Roger B. Wishner

_____

Name: Felicia M. Bravo

Title: City Clerk

Title: Mayor

APPROVED AS TO FORM AND CORRECTNESS:

_____

Participating Agency Attorney

Name: Stuart R. Michelson

Title: City Attorney