

**2017-2018 ASSISTANCE TO FIREFIGHTERS GRANT PROGRAM
REGIONAL GRANT APPLICATION
MEMORANDUM OF UNDERSTANDING (MOU)**

This Memorandum of Understanding (“MOU”) is being executed by the following listed participating agencies and their EIN Numbers (hereafter “participating agencies”):

City of Pompano Beach	59-0944587
Town of Davie	59-6046527
City of Hallandale	59-6000333
City of Lighthouse Point	59-6017151
City of North Lauderdale	59-1205666
City of Fort Lauderdale	59-6000319
City of Tamarac	59-1039552
City of Sunrise	59-0944587
Broward Sheriff’s Office Fire-Rescue	59-6000534
City of Lauderhill	59-6044104
City of Miramar	59-6019762
City of Hollywood	59-6000338

Nothing in this MOU should be construed as limiting or impeding the basic spirit of cooperation which exists between the participating agencies, listed above.

WHEREAS, the participating agencies have formed a working committee and developed a course of action to achieve the goals and objectives of the Assistance to Firefighters Grants (“AFG”) grant programs; and

WHEREAS, the participating agencies have been identified as eligible jurisdictions able to collectively implement the objectives and goals of the AFG grant program; and

WHEREAS, the City of Pompano Beach has been selected through this MOU to be the host agency to file a regional AFG grant application (the “Application”) on behalf of the participating agencies, and

WHEREAS, the City of Pompano Beach has been selected through this MOU to administer the 2017-2018 regional AFG grant program award and agrees to be the host

agency responsible for administration of the grant including asset accountability and reporting requirements for those assets acquired under the AFG regional application in the event of approval; and

WHEREAS, the City of Pompano Beach agrees to serve as host agency for the procurement and disbursement of all P25 compliant base stations, mobile radios, and supportive components (collectively, "equipment") received under AFG grant program award in the event of approval; and

NOW THEREFORE, in consideration of the mutual terms, conditions, promises, and covenants hereinafter set forth, the participating agencies agree as follows:

Article 1. PURPOSE

This MOU establishes the relationship between the participating agencies for participation in a Regional 2017-2018 Assistance to Firefighters Grants (AFG) grant program in the event of approval of the Application.

Article 2. PROCEDURES

- 2.1 The City of Pompano Beach ("Pompano Beach") will serve as the host agency to submit a regional 2017-2018 AFG grant program application and serve as grant administrator for the participating agencies in the event of approval.
- 2.2 Pursuant to the AFG grant program guidelines, all items approved under the Application will be procured and administered through Pompano Beach in the event of approval of the Application.
- 2.3 Pompano Beach agrees, as host agency, to provide accountability for the assets acquired under the regional AFG grant award and to provide reporting requirement deliverables. As such, participating agencies agree to provide Pompano Beach with this information on a timely basis to remain in compliance with the requirements of the grant.
- 2.4 The participating agencies agree to accept the 2017-2018 regional AFG grant program award and accept their respective items as listed in the AFG grant application in the event of approval.
- 2.5 The participating agencies agree to provide the required cash match in the amount of 15% of the total cost of their requested items as detailed in the grant application as required under the regional AFG grant program guidelines. The required match shall be paid by the participating agencies upon receipt of an invoice from Pompano Beach, in advance of equipment procurement.
- 2.6 In the event of a reduced award, the participating agencies agree to accept this reduced amount and provide a 15% cash match on the total reduced award amount of their approved items.
- 2.7 Any expenditure beyond the grant award for a participating agency's approved item(s) remain the sole responsibility of that participating agency.

- 2.8 The participating agencies agree to allow Pompano Beach to procure and distribute their respective assets if awarded under the regional AFG grant program.
- 2.9 The participating agencies agree to participate in cooperative training on all equipment procured under this grant award as appropriate. As host agency, training will be coordinated through Pompano Beach.
- 2.10 The participating agencies agree to maintain/repair all items awarded to them under the Application in accordance with the manufacturer's warranty, and to replace the equipment if it becomes inoperable for a period of three years after official closeout of the grant agreement.
- 2.11 The participating agencies agree to promptly provide any additional documentation to Pompano Beach as requested, that may be necessary in connection with the grant.
- 2.12 Participating agencies agree to promptly return any equipment or deliverables that are received in error to Pompano Beach.
- 2.13 The grant award to each participating agency will be P25 compliant equipment in the amounts as follows:

Agency	Total	AFG 85% Award	AFG 15% Match	Total Award
Pompano Beach	4	\$185,325.22	\$27,798.78	\$213,124.00
Sunrise	3	\$138,993.91	\$20,849.09	\$159,843.00
North Lauderdale	1	\$46,331.30	\$6,949.70	\$53,281.00
Davie	5	\$231,656.52	\$34,748.48	\$266,405.00
Hallandale Beach	2	\$92,662.61	\$13,899.39	\$106,562.00
BSO	14	\$648,638.26	\$97,295.74	\$745,934.00
LHP	1	\$46,331.30	\$6,949.70	\$53,281.00
FTLD	7	\$324,319.13	\$48,647.87	\$372,967.00
Tamarac	3	\$138,993.91	\$20,849.09	\$159,843.00
Lauderhill	3	\$138,993.91	\$20,849.09	\$159,843.00
Miramar	3	\$138,993.91	\$20,849.09	\$159,843.00
Hollywood	4	\$185,325.22	\$27,798.78	\$213,124.00
TOTALS	50	\$2,316,565.22	\$347,484.78	\$2,664,050.00

Article 3. TERM AND TERMINATION

This MOU shall be effective on the date of last signature of the participating agencies herein and shall continue in full force and effect for a period of five years after official closeout of the grant agreement.

Article 4. GUIDELINES

In performing its duties, responsibilities and obligations pursuant to this MOU, each participating agency agrees to adhere to the requirement standards and conditions set forth in the AFG grant program guidance and 2 C.F.R. Part 200 as applicable.

Article 5. RECORDS

- 5.1 Each participating agency understands that any and all records created as a result of participating in this federal grant program may be subject to the public disclosure pursuant to the Public Records Statute, Fla. Stat. Section 119.07 and shall be responsible for compliance with any public records request served upon it and any resultant award of attorney's fees for noncompliance.
- 5.2 Each participating agency shall comply with all applicable requirements contained in the Florida Public Records Law (Chapter 119, Florida Statutes), including but not limited to any applicable provisions in Section 119.0701, Florida Statutes. To the extent that the participating agency and this MOU are subject to the requirements in Section 119.0701, Florida Statutes, the participating agency shall: (a) keep and maintain public records required by Pompano Beach to perform the services provided hereunder; (b) upon request from Pompano Beach's custodian of public records, provide Pompano Beach with a copy of the requested records or allow public records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law; (c) ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed, except as authorized by law for the duration of the term of this MOU and following completion of this MOU if the participating agency does not transfer the records to Pompano Beach; and (d) upon completion of the MOU, transfer, at no cost, to Pompano Beach all public records in the possession of the participating agency or keep and maintain public records required by Pompano Beach to perform the service. If the participating agency transfers all public records to Pompano Beach upon completion of the MOU, the participating agency shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the participating agency keeps and maintains public records upon completion of the MOU, the participating agency shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to Pompano Beach, upon request from Pompano Beach's custodian of public records, in a format that is compatible with the information technology systems of Pompano Beach. If the participating agency fails to comply with the requirements in this Section 5.2, Pompano Beach may enforce these provisions in accordance with the terms of this MOU. If the participating agency fails to provide the public records to Pompano Beach within a reasonable time, it may be subject to penalties under Section 119.10, Florida Statutes.

IF THE PARTICIPATING AGENCY HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE PARTICIPATING AGENCY'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS MOU, THE PARTICIPATING AGENCY SHOULD CONTACT POMPANO BEACH'S CUSTODIAN OF PUBLIC RECORDS: THE CITY CLERK, ASCELETA HAMMOND, BY TELEPHONE (954.786.4611), E-MAIL (ASCELETA.HAMMOND@COPBFL.COM), OR MAIL (CITY OF POMPANO BEACH, OFFICE OF THE CITY CLERK, 100 West Atlantic Blvd Second Floor Pompano Beach, FL 33060).

- 5.3 Each participating agency shall maintain its own respective records and documents associated with this MOU sufficient to demonstrate compliance with the terms of this MOU for a period of five years from the close-out date of the grant agreement, and shall allow Pompano Beach and the Department of Homeland Security access to such records upon request.

Article 6. EXECUTION

This MOU may be executed in counterparts each of which shall be deemed an original and all of which together shall be considered one and the same agreement.

Article 7. INSURANCE OR SELF-INSURANCE

Each participating agency at its sole cost and expense, shall carry insurance, or self-insure, its activities in connection with this MOU, and obtain, keep in force and maintain, insurance or equivalent programs of self-insurance, for general liability, professional liability, workers' compensation, and business automobile liability adequate to cover its potential liabilities hereunder. Each participating agency agrees to provide the other participating agencies forty-five (45) days' advance written notice of any cancellation, termination or lapse of any of the insurance or self-insurance coverage.

Article 8. INDEPENDENT CONTRACTOR

This MOU does not create an employee/employer relationship between the parties. It is the intent of the parties that each participating agency is an independent contractor, and each participating agency shall assume responsibility for all personnel costs for its respective employees, including but not limited to, the application of the Fair Labor Standards Act minimum wage and overtime payments, Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, the State Workers Compensation Act, and the State unemployment insurance law.

Article 9. INDEMNIFICATION

Each participating agency shall each be separately liable and responsible for the actions of their respective officials, officers, agents and employees in the performance of their respective obligations under the MOU.

To the extent permitted by law, each participating agency shall indemnify, defend, and hold Pompano Beach, its officials, agents, servants and employees, harmless from any and all liability, actions, causes of action, suits, trespasses, damages, judgments, executions, claims and demands of any kind whatsoever, in law or in equity, which results from or arises out of the negligent acts or omissions of the participating agency or its employees, and the participating agency shall indemnify Pompano Beach, its officials, agents, servants and employees, for damages, judgments, claims, costs, expenses, including reasonable attorney's fees, which Pompano Beach, its officials, agents, servants and employees, might suffer in connection with or as a result of the negligent acts of the participating agency or its employees. For purposes of this provision, the participating agency's employees shall not be deemed agents or servants of Pompano Beach and Pompano Beach's employees shall not be deemed agents or servants of the participating agency. The participating agency will at all times be entitled to the benefits of sovereign immunity as provided in Florida Statutes, Section

768.28, and common law. Nothing contained in the MOU shall be construed as a waiver of sovereign immunity.

To the extent permitted by law, Pompano Beach shall indemnify, defend, and hold participating agency, its officials, agents, servants and employees, harmless from any and all liability, actions, causes of action, suits, trespasses, damages, judgments, executions, claims and demands of any kind whatsoever, in law or in equity, which results from or arises out of the negligent acts or omissions of Pompano Beach or its employees and Pompano Beach shall indemnify participating agency, its officials, agents, servants and employees, for damages, judgments, claims, costs, expenses, including reasonable attorney's fees, which participating agency, its officials, agents, servants and employees, might suffer in connection with or as a result of the negligent acts of the Pompano Beach or its employees. For purposes of this provision, Pompano Beach's employees shall not be deemed agents or servants of participating agency and participating agency's employees shall not be deemed agents or servants of Pompano Beach. Pompano Beach will at all times be entitled to the benefits of sovereign immunity as provided in Florida Statutes, Section 768.28, and common law. Nothing contained in the MOU shall be construed as a waiver of sovereign immunity.

Article 10. GOVERNMENTAL IMMUNITY

Each participating agency is a municipal corporation existing under the laws of the state of Florida. Each agrees to be fully responsible for negligent acts and omissions of their agents or employees while acting in the course and scope of his or her employment function 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 political subdivision of the state of Florida to be sued by third parties in any matter arising out of this MOU.

Article 11. NOTICES

Any and all notices given or required under this MOU shall be in writing and may be delivered in person or by United States mail, postage prepaid, first class, and certified return receipt requested, addressed as follows:

TO: Pompano Beach
City of Pompano Beach
City Manager
100 West Atlantic Blvd
Fourth Floor
Pompano Beach, FL 33060

With copy to:

City Attorney
City of Pompano Beach
100 West Atlantic Blvd
Fourth Floor
Pompano Beach, FL 33060

TO CITY OF SUNRISE:

TO CITY OF NORTH LAUDERDALE:
TO CITY OF DAVIE:
TO CITY OF HALLANDALE:
TO BROWARD SHERIFF'S OFFICE:
TO CITY OF LIGHTHOUSE POINT:
TO CITY OF FORT LAUDERDALE:
TO CITY OF TAMARAC:
TO CITY OF LAUDERHILL:
TO CITY OF MIRAMAR:

or to such other address as any party may designate by notice complying with the terms of this Article. Each such notice shall be deemed delivered on the date delivered if by personal delivery or by overnight courier; or on the date upon which the return receipt is signed or delivery is refused or the notice is designated by the postal authorities as not deliverable, as the case may be if mailed.

Article 12. MISCELLANEOUS

12.1 COMPLIANCE WITH LAWS

The participating agencies shall comply with all federal, state, and local laws, codes, ordinances, rules, and regulations which may be applicable in performing its duties, responsibilities, and obligations pursuant to this MOU.

12.2 JOINT PREPARATION

The participating agencies acknowledge that they have sought and received whatever competent advice and counsel as was necessary for them to form a full and complete understanding of all rights and obligations herein and that the preparation of this MOU has been their joint effort. The language agreed to expresses their mutual intent and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other.

12.3 APPLICABLE LAW AND VENUE

This MOU shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. Venue in any proceeding or action among the parties arising out of this MOU shall be in Broward County, Florida.

12.4 INCORPORATION BY REFERENCE

The truth and accuracy of each "Whereas" clause set forth above is acknowledged by the participating agencies.

12.5 ENTIRE AGREEMENT

This MOU contains the entire understanding of the participating agencies relating to the subject matter hereof superseding all prior communications between the parties whether oral or written. This MOU may not be altered, amended, modified, or otherwise changed nor may any of the terms hereof be waived, except by written instrument executed by the participating agencies. The failure of a participating agency to seek redress for violation of or to insist on strict performance of any of the covenants of this MOU shall not be construed as a waiver or relinquishment for the future of any covenant, term, condition or election but the same shall continue and remain in full force and affect.

12.6 SEVERABILITY

Should any part, term or provision of this MOU be by the courts decided to be invalid, illegal or in conflict with any law of this State, the validity of the remaining portions or provisions shall not be affected thereby.

12.7 UNCONTROLLABLE FORCES

Participating agencies shall not be considered to be in default of this MOU if delays in or failure of performance shall be due to Uncontrollable Forces, the effect of which, by the exercise of reasonable diligence, the non-performing party could not avoid. The term "Uncontrollable Forces" shall mean any event which results in the prevention or delay of performance by a party of its obligations under this MOU and which is beyond the reasonable control of the nonperforming party. It includes, but is not limited to fire, flood, earthquakes, storms, lightning, epidemic, war, riot, civil disturbance, sabotage, and governmental actions.

Neither party shall, however, be excused from performance if nonperformance is due to forces, which are preventable, removable, or remediable, and which the nonperforming party could have, with the exercise of reasonable diligence, prevented, removed, or remedied with reasonable dispatch. The nonperforming party shall, within a reasonable time of being prevented or delayed from performance by an uncontrollable force, give written notice to the other party describing the circumstances and uncontrollable forces preventing continued performance of the obligations of this MOU.

12.8 ASSIGNMENT

Participating agencies shall not assign or transfer its rights, title or interests in the MOU.

12.9 SIGNATORY AUTHORITY

Each participating agency shall supply Pompano Beach with copies of requisite documentation evidencing that the signatory for the participating agency has the authority to enter into this MOU.

12.10 NO THIRD PARTY BENEFICIARIES.

The participating agencies expressly acknowledge that it is not their intent to create or confer any rights or obligations in or upon any third person or entity under this MOU. None of the parties intend to directly or substantially benefit a third party by this MOU. The parties agree that there are no third party beneficiaries to this MOU and that no third party shall be entitled to assert a claim against any of the parties based upon this MOU. Nothing herein shall be construed as consent by an agency or political subdivision of the State of Florida to be sued by third parties in any matter arising out of any contract.

12.11 CAPTIONS

The captions, section designations, section numbers, article numbers, titles and headings appearing in this MOU are inserted only as a matter of convenience, have no substantive meaning, and in no way define, limit, construe or describe the scope or intent of such articles or sections of this MOU, nor in any way effect this MOU and shall not be construed to create a conflict with the provisions of this MOU.

12.12 AMENDMENTS

No modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document prepared with the same or similar formality as this MOU and executed by each party hereto.

12.13 NO GRANT OF AGENCY

Except as the participating agencies may specify in writing, no participating agency shall have authority, expressed or implied, to act on behalf of the other participating agencies in any capacity whatsoever as an agent. No participating agency shall have any authority, express or implied, pursuant to this MOU, to bind the other participating agency to any obligation whatsoever.

**REMAINDER OF PAGE INTENTIONALLY BLANK
SIGNATURE PAGES FOLLOW**

HOST AGENCY

Witnesses:

CITY OF POMPANO BEACH

By: _____

LAMAR FISHER, MAYOR

By: _____

GREGORY HARRISON, CITY MANAGER

Attest:

ASCELETA HAMMOND, CITY CLERK

Approved As To Form:

MARK E. BERMAN, CITY ATTORNEY

STATE OF FLORIDA

COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this _____ day of _____, 2018, by **LAMAR FISHER** as Mayor, **GREGORY HARRISON** as City Manager, and **ASCELETA HAMMOND** as City Clerk of the City of Pompano Beach, Florida, a municipal corporation, on behalf of the municipal corporation, who is personally known to me.

NOTARY'S SEAL:

NOTARY PUBLIC, STATE OF FLORIDA

(Name of Acknowledger Typed, Printed or Stamped)

Commission Number

City of Sunrise

Authorized Representative
Approved as to form and legal sufficiency
Subject to the execution by participating agencies

Date: _____

City Attorney

Date: _____

City of North Lauderdale

Authorized Representative

Date: _____

Approved as to form and legal sufficiency
Subject to the execution by participating agencies

City Attorney

Date: _____

Town of Davie

Authorized Representative

Date: _____

Approved as to form and legal sufficiency
Subject to the execution by participating agencies

Town Attorney

Date: _____

City of Hallandale

Authorized Representative

Date: _____

Approved as to form and legal sufficiency
Subject to the execution by participating agencies

City Attorney

Date: _____

Broward Sheriff's Office

Authorized Representative

Date: _____

Approved as to form and legal sufficiency
Subject to the execution by participating agencies

General Counsel

Date: _____

City of Lighthouse Point

Authorized Representative

Date: _____

Approved as to form and legal sufficiency
Subject to the execution by participating agencies

City Attorney

Date: _____

City of Fort Lauderdale

Authorized Representative

Date: _____

Approved as to form and legal sufficiency
Subject to the execution by participating agencies

City Attorney

Date: _____

City of Tamarac

Authorized Representative

Date: _____

Approved as to form and legal sufficiency
Subject to the execution by participating agencies

City Attorney

Date: _____

City of Lauderhill

Authorized Representative

Date: _____

Approved as to form and legal sufficiency
Subject to the execution by participating agencies

City Attorney

Date: _____

City of Miramar

Authorized Representative

Date: _____

Approved as to form and legal sufficiency
Subject to the execution by participating agencies

City Attorney

Date: _____

City of Hollywood

Authorized Representative

Date: _____

Approved as to form and legal sufficiency
Subject to the execution by participating agencies

City Attorney

Date: _____
