

# TOWN OF DAVIE TOWN COUNCIL AGENDA REPORT

**TO:** Mayor and Councilmembers  
**FROM/PHONE:** Donald DiPetrillo, Fire Chief (954)797-1210  
**PREPARED BY:** Julie Downey, Assistant Chief (954) 797-1189  
**SUBJECT:** Resolution

**AFFECTED DISTRICT:** All districts

**TITLE OF AGENDA ITEM:** A RESOLUTION OF THE TOWN OF DAVIE, FLORIDA, AUTHORIZING THE APPROPRIATE TOWN OFFICIAL TO ENTER INTO AN APPLICATION WITH BROWARD COUNTY TO ACCEPT A GRANT FROM BROWARD COUNTY AND THE URBAN AREAS INITIATIVE (UASI) WITH THE FINANCIAL ASSISTANCE FROM THE UNITED STATES DEPARTMENT OF HOMELAND SECURITY IN THE AMOUNT OF \$37,800.00 AND AUTHORIZING THE APPROPRIATE TOWN OFFICIALS TO ACKNOWLEDGE SUCH APPROVAL BY AFFIXING THEIR SIGNATURES TO SUCH DOCUMENT.

**REPORT IN BRIEF:** Agreement with Broward County to subgrant \$37,800 to the Town of Davie in accordance with fiscal year 2006 Urban Area Security Initiative (UASI) grant program to purchase equipment as delineated in the Broward County portion of Fort Lauderdale UASI for homeland security equipment.

The equipment to be purchased includes six (6) rugged laptops for emergency units and six (6) laptops to communicate with the Emergency Operations Center.

**PREVIOUS ACTIONS:** None

**CONCURRENCES:** None

**FISCAL IMPACT:** not applicable

Has request been budgeted? n/a

If yes, expected cost: \$

Account Name:

If no, amount needed: \$

**RECOMMENDATION(S):** Approval of the Resolution

**Attachment(s):** Resolution, Agreement, Attorney's comments

RESOLUTION \_\_\_\_\_

A RESOLUTION OF THE TOWN OF DAVIE, FLORIDA, AUTHORIZING THE APPROPRIATE TOWN OFFICIAL TO ENTER INTO AN AGREEMENT WITH BROWARD COUNTY TO ACCEPT A GRANT FROM BROWARD COUNTY AND THE URBAN AREAS INITIATIVE (UASI) WITH THE FINANCIAL ASSISTANCE FROM THE UNITED STATES DEPARTMENT OF HOMELAND SECURITY IN THE AMOUNT OF \$37,800.00 AND AUTHORIZING THE APPROPRIATE TOWN OFFICIALS TO ACKNOWLEDGE SUCH APPROVAL BY AFFIXING THEIR SIGNATURES TO SUCH DOCUMENT.

WHEREAS, The United States Department Homeland Security (DHS) through the Office of Grants and Training (OG&T) is providing financial assistance, to Broward County as a participating agency in the Fort Lauderdale UASI, in the amount of \$698,600 through the FY 2006 UASI;

WHEREAS, Broward County identified the Town of Davie as a high threat urban area and provided grant funding and direct services to implement preparedness improvements;

WHEREAS, Broward County will subgrant \$37,800 to the Town of Davie in accordance with FY 2006 UASI Grant Program to purchase equipment as delineated in the Broward County portion of Fort Lauderdale UASI budget.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF DAVIE, FLORIDA:

SECTION 1. The Town Council of the Town of Davie authorizes the appropriate Town Officials to execute the agreement with Broward County. A copy of the agreement is attached.

SECTION 2. This resolution shall take effect immediately upon its passage and adoption.

PASSED AND ADOPTED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2007.

\_\_\_\_\_  
MAYOR/COUNCILMEMBER

ATTEST:

\_\_\_\_\_  
TOWN CLERK

APPROVED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2007

RECEIVED

MONROE D. KIAR  
TOWN ATTORNEY  
TOWN OF DAVIE  
6191 SW 45<sup>th</sup> Street, Suite 6151A  
Davie, Florida 33314  
(954) 584-9770

DAVIE FIRE RESCUE

**MEMORANDUM**

DATE: December 26, 2006

TO: Julie Downey, Assistant Chief, Davie Fire Rescue ✓  
Donald DiPetrillo, Fire Chief  
Gary Shimun, Town Administrator  
Mayor and Councilmembers

RCVD DEC 27 '06

FROM: Monroe D. Kiar, Town Attorney



RE: Control No.: <sup>061212</sup>601212  
Interlocal Agreement with Broward County and the Town of Davie to receive 2006  
Urban Areas Security Initiative (USAI) Grant for \$37,800.00

I have reviewed Interlocal Agreement with Broward County and the Town of Davie to Receive 2006 Urban Areas Security Initiative (USAI) Grant in the amount of \$37, 800.00 and have found same to be in proper legal form to be presented to the Town Council for its consideration.

RECEIVED

DAVIE FIRE RESCUE

**AGREEMENT  
FOR PARTICIPATING BROWARD COUNTY MUNICIPALITY**

This Agreement is entered into by and between the Broward County, a political subdivision of the State of Florida, participating in the Fort Lauderdale Urban Areas Security Initiative (UASI), and the Town of Davie (the "Participating Agency") .

WHEREAS, The United States Department Homeland Security (DHS) through the Office of Grants and Training (OG&T) is providing financial assistance, to Broward County as a participating agency in the Fort Lauderdale UASI, in the amount of \$698,600 through the FY 2006 UASI;

WHEREAS, the Broward County identified the Town of Davie as a high threat urban area and provided grant funding and direct services to implement preparedness improvements;

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 UASI Grant and involve cities, counties, contiguous jurisdictions, mutual aid partners, and State agencies;

WHEREAS, the Urban Area has been defined as the Broward County, Palm Beach County, City of Fort Lauderdale, City of Miramar, City of Hollywood, City of Coral Springs, City of Miami Gardens, City of Pembroke Pines and City of Sunrise;

WHEREAS, the City of Miramar, acting as the Administrator for the Fort Lauderdale UASI, anticipates that it will subgrant a portion of the funds to Broward County in accordance with FY 2006 UASI Grant Programs; and

WHEREAS, Broward County will subgrant \$37,800 to the Town of Davie in accordance with FY 2006 UASI Grant Program to purchase equipment as delineated in the Broward County portion of Fort Lauderdale UASI budget.

In consideration of the foregoing, the parties agree as follows:

## **I. PURPOSE**

- A. This Agreement delineates responsibilities of the Town of Davie for activities under FY 2006 Urban Areas Security Initiative (UASI) which was made available by the U.S. Department of Homeland Security (DHS), through the Office of Grants and Training and the State of Florida.
- B. This Agreement serves as the Scope of Work between the Town of Davie and Broward County.

## **II. SCOPE**

- A. The provisions of this Agreement apply to FY 2006 UASI activities to be performed at the request of the federal government, and in conjunction with, preparation for, or in anticipation of a terrorist event.
- B. No provision in this Agreement limits the activities of the Participating 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 management of resources (including systems for classifying types of resources); qualifications and certification; and the collection, tracking, and reporting of incident information and incident resources.
- B. **Urban Areas Security Initiative (UASI).** The U.S. Department of Homeland Security (DHS), Office of Grants and Training (OG&T), Urban Areas Security Initiative (UASI) reflects the intent of Congress and the Administration to enhance and quantify the preparedness of the nation to combat terrorism.
- 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, components and technologies covering the incident command system; multi-agency coordination systems; unified command; training; and, identification.

- D. UASI Grant. UASI Grants are being provided to address the unique equipment, training, planning, and exercise needs of large high threat urban areas, and program activities must involve coordination by the identified cities, county/counties, and the respective State Administrative Agency. 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.
  
- E. Urban Area. An urban area is limited to inclusion of jurisdictions contiguous to the city and county/counties, or with which the city or county/counties have established formal mutual aid agreements.

#### **IV. THE TOWN OF DAVIE SHALL:**

- A. Provide a liaison with Broward County Emergency Management Agency, authorized to carry out the herein agreed upon responsibilities of Broward County.
- B. Submit a budget detail worksheets for direct purchases of equipment.
- C. Comply with all FY 2006 UASI Grant requirements.
- D. Comply with the requirements or statutory objectives of federal law and all presidential decision directives on homeland security.
- E. Ensure satisfactory progress toward the purchase of the equipment as stated in the Fort Lauderdale UASI budget.
- F. Follow UASI Grant agreement requirements and/or special conditions.
- G. Maintain consistency with the Broward County Comprehensive Emergency Operations Plan (CEOP).
- H. Provide and maintain interoperability between the Broward County Emergency Operations Center and the Town of Davie Emergency Operations Center.
- I. Submit required invoices and documentation for all equipment purchased through this grant.

## **V. BROWARD COUNTY AGREES:**

- A. Responsible for reimbursement to the Town of Davie for the purchase of equipment as stated in the FY 2006 Fort Lauderdale UASI budget not to exceed \$37,800.

## **VI. FINANCIAL AGREEMENTS**

- A. Financial and Compliance Audit Report: Recipients that expend \$300,000 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-13.
- 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 2006 UASI Grant 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 30 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. Submit Categorical Assistance Progress Report 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.

## **VII. 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, 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 January 15, 2008, 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.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement: BROWARD COUNTY through its BOARD OF COUNTY COMMISSIONERS, signing by and through its Administrator, authorized to execute same by Board action on the \_\_\_\_\_ day of 2007, and City, signing by and through its Commission, duly authorized to execute same.

INTER-LOCAL AGREEMENT BETWEEN BROWARD COUNTY AND TOWN OF DAVIE FOR UASI GRANT FUNDING

COUNTY

WITNESSES

BROWARD COUNTY, by and through its Board of County Commissioners

\_\_\_\_\_  
Name and Title

\_\_\_\_\_  
Name and Title

By \_\_\_\_\_  
County Administrator  
\_\_\_\_ day of \_\_\_\_\_, 2007

Approved as to form by  
Office of the County Attorney  
for Broward County, Florida  
Jeffrey J. Newton, County Attorney  
Governmental Center, Suite 423  
115 South Andrews Avenue  
Fort Lauderdale, Florida 33301  
Telephone: (954) 357-7600  
Telecopier (954)357-7641

By \_\_\_\_\_  
Robert E. Hone  
Assistant County Attorney

INTER-LOCAL AGREEMENT BETWEEN BROWARD COUNTY AND TOWN OF DAVIE FOR  
UASI GRANT FUNDING

TOWN OF DAVIE

	Town of Davie , a municipal corporation of the State of Florida
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WITNESSES:

\_\_\_\_\_  
Name and Title

\_\_\_\_\_  
Name and Title

By \_\_\_\_\_

\_\_\_\_ day of \_\_\_\_\_, 2007.