

**COOPER CITY POLICE DEPARTMENT  
STARS PROGRAM GRANT AGREEMENT**

**THIS AGREEMENT** is made this \_\_\_\_ day of \_\_\_\_\_, 2023, by and between the **CITY OF COOPER CITY**, a Florida municipal corporation, hereinafter referred to as "City", and \_\_\_\_\_, hereinafter referred to as "Grantee."

**W I T N E S S E T H:**

**WHEREAS**, it is the policy of the City to incentivize local homeowners' associations, or non-profit entities to participate in connecting new license plate readers or cameras to the City's real time crime center ("RTCC") through the Safer Through Active Real-Time Strategies ("Stars") Program ("the Program"); and

**WHEREAS**, the City has determined that the Program and the parties' participation pursuant to this Agreement serves a municipal and public purpose, and is in the public's best interest, pursuant to the City's Star Program to award a grant to the Grantee for the Project as attached hereto as Exhibit "A" and pursuant to the terms of this Agreement; and

**NOW, THEREFORE**, in consideration of the mutual promises and covenants contained herein, the parties hereby agree as follows:

**ARTICLE 1. FINDINGS; INTENT.**

1.01. Findings.

(a) The recitals set forth above in the "Whereas" clauses are hereby approved by the parties and incorporated herein.

(b) Grantee meets the eligibility requirements specified in the Star Program Guidelines attached hereto and incorporated herein as Exhibit "B".

(c) Grantee intends to expend funds to connect new license plate readers or cameras to the City's RTCC ("Project").

(f) The parties hereto recognize and acknowledge and do mutually find that the financial assistance provided pursuant to this Agreement is an important inducement to the Grantee undertaking the Project.

1.02. Intent; Cooperation.

(a) It is the intent of the parties hereto to efficiently, effectively and economically cause the successful completion of the Project in order to improve the security of the Property and adjacent areas.

(b) It is further the intent of the parties that the Grantee shall construct, equip, and

otherwise complete the Project on the Property by the Completion Date in accordance with the Program Guidelines.

(c) The parties mutually recognize and acknowledge that the City's obligation to make the grant payments is subject to the Grantee completing the Project pursuant to the terms of this Agreement.

(d) The parties hereto recognize and acknowledge that the successful completion of the Project is dependent upon continued cooperation of the parties hereto, and each agrees that it shall: (i) act in a reasonable manner hereunder, (ii) provide the other party with complete and updated information from time to time, (iii) make its good faith reasonable efforts to ensure that such cooperation is continuous, (iv) the purposes of this Agreement are carried out to the full extent contemplated hereby and (v) the Project is completed and operated as provided herein.

## **ARTICLE 2. GRANTEE'S PERFORMANCE OBLIGATIONS**

2.01 Grantee agrees that it will carry out the Project and activities as more specifically set forth in the **Project Improvements**, as provided in **Exhibit "A"**, which is attached hereto, and incorporated herein by reference. Grantee agrees that the activities contemplated by this Agreement shall be completed within \_\_\_\_\_ of the date that this Agreement is executed by the City.

2.02 Grantee hereby certifies that it has or will retain adequate staff to oversee execution of its performance obligations under this Agreement, and that execution of each of these performance obligations is consistent with Grantee's mission.

2.03. As a further condition to retaining any Grant funds from the City, the Grantee shall provide to the City written verification, satisfactory to the City, in its sole discretion, compliance by Grantee with all agreed upon Program Guidelines as if they are set forth in this Agreement.

2.04 Grantee hereby agrees to maintain the services and Project contemplated by this Agreement for a period of three (3) years from the date of execution of this Agreement.

## **ARTICLE 3. PAYMENT PROCEDURES, CONDITIONS**

3.01 Grant funds shall only be dispersed following receipt of all necessary and satisfactory inspection notices, as provided herein.

3.02 To receive reimbursement grantees must submit the following:

- a. Fully completed and approved Stars Program Application
- b. Completed initial site survey with the City's Stars Program Manager
- c. Detailed invoice from City-approved vendor – corresponding to the completed approved reimbursable improvements
- d. Proof of payment – in the form of a cancelled check, or credit card statement

e. Execution of a separate MOU with the Broward Sheriff's Office.

3.03 For non-gated communities, reimbursement is at the approved grant award rate of fifty percent (50%) of the final eligible expenses presented for reimbursement, up to the maximum approved grant award of Fifty Thousand (\$50,000.00) dollars.

3.04 For gated communities, reimbursement is at the approved grant award rate of twenty-five percent (25%) of the final eligible expenses presented for reimbursement, up to the maximum approved grant award of Twenty-Five thousand (\$25,000.00) dollars.

3.05 If the Grantee fails to comply with any of the provisions of this Agreement, the City may withhold, temporarily or permanently, all, or any, unpaid portion of the funds upon giving written notice to the Grantee, or terminate this Agreement and the City shall have no further funding obligation to the Grantee under this Agreement.

3.06 In the event the Grantee ceases to exist, or ceases or suspends its operation for any reason, any remaining unpaid portion of this Agreement shall be retained by the City and the City shall have no further funding obligation to Grantee with regard to those unpaid funds. The determination that the Grantee has ceased or suspended its operation shall be made solely by the City, and Grantee, its successors or assigns in interest, agrees to be bound by the City's determination. Such determination shall be provided to the Grantee by the City in writing.

3.07 Grant awards shall be based on the equipment deemed necessary by the City in the City's sole discretion.

#### **ARTICLE 4. MAXIMUM GRANT AMOUNT**

4.01 In no event shall the reimbursements made to Grantee pursuant to this Agreement exceed the maximum total grant for non-gated communities of Fifty Thousand and 00/100 Dollars (\$50,000.00) or for gated communities of Twenty-Five Thousand and 00/100 Dollars (\$25,000.00).

#### **ARTICLE 5. PERFORMANCE**

5.01 The parties expressly agree that time is of the essence with regard to performance as set forth in this Agreement and failure by Grantee to complete performance within a reasonable time as determined by the City, shall, at the option of the City without liability, in addition to any of the City's rights or remedies, relieve the City of any obligation under this Agreement.

#### **ARTICLE 6. INDEMNIFICATION**

6.01. Indemnification by the Grantee.

(a) For good and valuable consideration herein provided, the receipt of which is hereby acknowledged by the Grantee, the Grantee agrees to indemnify, defend and hold harmless, the City, its respective agents, officers, or employees from any and all liabilities, damages, penalties,

judgments, claims, demands, costs, losses, expenses or attorneys' fees through appellate proceedings, for personal injury, bodily injury, death or property damage arising out of, or by reason of any act or omission of the Grantee, its agents, employees or contractors arising out of, in connection with or by reason of, the performance of any and all services contemplated by this Agreement, or which are alleged to have arisen out of, in connection with or by reason of, the performance of any and all services contemplated by this Agreement, or which are alleged to have arisen out of, in connection with, or by reason of, the performance of such services. The indemnification shall survive the Agreement's termination.

## **ARTICLE 7. DEFAULT; TERMINATION.**

7.01. Default by Grantee. In the event the Grantee fails to perform or comply with any material provision of this Agreement, the Grantee shall be in default. If an event of default by the Grantee shall occur, the City shall provide written notice to the Grantee. If the default shall not be cured by the Grantee within fourteen (14) days after receipt of the written notice from the City, or if such event of default is of such nature that it cannot be completely cured within such time period, the City may terminate this Agreement.

7.02 Notwithstanding anything to the contrary herein, upon an occurrence and continuance of an Event of Default by Grantee that is not cured within the applicable cure or grace period, the City's remedy under this Agreement shall be to terminate the Agreement. Upon such termination, City's obligations to Grantee under this Agreement shall cease, including without limitation its obligation to make any payments to Grantee. In the event of such termination, Grantee's obligations under this Agreement shall cease, excepting only the indemnification as set forth in this Agreement.

### 7.03 Termination.

(a) The Grantee and the City acknowledge and agree that as of the Effective Date certain matters mutually agreed by the parties hereto are essential to the successful completion of the Project have not been satisfied or are subject to certain conditions, legal requirements or approvals beyond the control of any of the parties hereto or which cannot be definitely resolved under this Agreement. In recognition of these events or conditions, the parties hereto mutually agree that, provided the appropriate or responsible party therefor diligently and in good faith seeks to the fullest extent of its capabilities to cause such event or condition to occur or be satisfied, the failure of the events or conditions listed in subsection (b) below to occur or be satisfied shall not constitute an event of default by any party under this Article, but may be the basis for a termination of this Agreement.

(b) In addition to any other rights of termination provided elsewhere in this Agreement, this Agreement may be terminated as provided in subsection (c) in the event the appropriate Governmental Authority, upon petition by the Grantee, unduly delays or denies or fails to issue building permits, or approve any other governmental approvals or permits necessary to commence construction of the Project.

(c) Upon the occurrence of an event described in subsection (b), then the Grantee or

the City may, upon determining that such event cannot reasonably be expected to change in the foreseeable future so as to allow completion of the Project, elect to terminate this Agreement by giving a notice to the other party hereto within thirty (30) days of the occurrence of such event or the determination of inability to cause a condition precedent to occur or be satisfied, stating its election to terminate this Agreement as a result thereof, in which case this Agreement shall then terminate.

(d) In the event of a termination pursuant to subsection (c), neither the Grantee nor the City shall be obligated or liable one to the other in any way, financially or otherwise, for any claim or matter arising from or as a result of this Agreement or any actions taken by the Grantee and the City, or any of them, hereunder or contemplated hereby, and each party shall be responsible for its own costs.

(e) Notwithstanding anything to the contrary contained herein, in the event that any party shall have, but shall not exercise, the right hereunder to terminate this Agreement because of the non-satisfaction of any condition specified herein, and such condition is subsequently satisfied, then the non-satisfaction of such condition shall no longer be the basis for termination of this Agreement.

#### **ARTICLE 8. AVAILABILITY OF FUNDS**

8.01. The City's obligation to pay under this Agreement is contingent upon having received funds budgeted and appropriated by the City Commission of the City of Cooper City.

#### **ARTICLE 9. REMEDIES**

9.01. This Agreement shall be governed by the laws of the State of Florida. Any and all legal action necessary to enforce the Agreement will be held in Broward County. No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof.

#### **ARTICLE 10. CIVIL RIGHTS COMPLIANCE**

10.01. The Grantee warrants and represents that all of its employees are treated equally during employment without regard to race, color, religion, disability, sex, age, national origin, ancestry, marital status, or sexual orientation.

#### **ARTICLE 11. FEES, COSTS**

11.01. If any legal action or other proceeding is brought for the enforcement of this Agreement, or because of an alleged dispute, breach, default or misrepresentation in connection with any provisions of this Agreement, the successful or prevailing party or parties shall be entitled

to recover reasonable attorneys' fees, court costs and all expenses (including taxes) even if not taxable as court costs (including, without limitation, all such fees, costs and expenses incident to appeals), incurred in that action or proceeding, in addition to any other relief to which such party or parties may be entitled, provided, however, that this clause pertains only to the parties to this Agreement.

## **ARTICLE 12. MISCELLANEOUS**

12.01. Public Purpose. The parties acknowledge and agree that this Agreement satisfies, fulfills and is pursuant to and for a public purpose and municipal purpose and is in the public interest.

12.02. No General Obligation. In no event shall any obligation of the City under this Agreement be or constitute a general obligation or indebtedness of the City, a pledge of the ad valorem taxing power of the City or a general obligation or indebtedness of the City within the meaning of the Constitution of the State of Florida or any other applicable laws, but shall be payable solely from legally available revenues and funds. Neither the Grantee nor any other party under or beneficiary of this Agreement shall ever have the right to compel the exercise of the ad valorem taxing power of the City, or any other governmental entity or taxation in any form on any real or personal property to pay the City's obligations or undertakings hereunder.

12.03. Assignments. This Agreement is not assignable.

12.04. Severability. If any term or provision of this Agreement, or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement, or the application of such terms or provision, to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected, and every other term and provision of this Agreement shall be deemed valid and enforceable to the extent permitted by law.

12.05. Binding Effect. This Agreement shall inure to the benefit of and shall be binding upon the parties hereto and their respective successors and assigns.

12.06. Notices.

(a) All notices, demands, requests for approvals or other communications given by either party to another shall be in writing, and shall be sent by registered or certified mail, postage prepaid, return receipt requested or by overnight courier service, or by hand delivery to the office for each party indicated below and addressed as follows:

For City:           City Manager  
                          City of Cooper City  
                          9090 S.W. 50<sup>th</sup> Place  
                          Cooper City, Florida 33328  
                          Telephone No.       (954) 434-4300

Copy to: Jacob G. Horowitz, Esq.  
Goren, Cherof, Doody & Ezrol, P.A.  
3099 East Commercial Blvd., Suite 200  
Fort Lauderdale, FL 33308  
Telephone: (954) 771-4500  
Facsimile: (954) 771-4923

For Grantee:

(b) Notices given by courier service or by hand delivery shall be effective upon delivery and notices given by mail shall be effective on the third (3rd) business day after mailing. Refusal by any person to accept delivery of any notice delivered to the office at the address indicated above (or as it may be changed) shall be deemed to have been an effective delivery as provided in this Section. The addresses to which notices are to be sent may be changed from time to time by written notice delivered to the other parties and such notices shall be effective upon receipt. Until notice of change of address is received as to any particular party hereto, all other parties may rely upon the last address given.

12.07. Captions. The article and section headings and captions of this Agreement are for convenience and reference only and in no way define, limit, describe the scope or intent of this Agreement or any part thereof, or in any way affect this Agreement or construe any article, section, subsection, paragraph or provision hereof.

12.08. Entire Agreement. The City and the Grantee agree that this Agreement sets forth the entire Agreement between the parties, and that there are no promises or understandings other than those stated herein. None of the provisions, terms and conditions contained in this Agreement may be added to, modified, superseded or otherwise altered, except by written instrument executed by the parties hereto.

IN WITNESS WHEREOF, the parties hereto have set their hands and their respective seals affixed as of the date and year set forth above.

CITY OF COOPER CITY, a Florida  
municipal corporation

ATTEST:

BY: \_\_\_\_\_  
CITY MANAGER RYAN EGGLESTON

BY: \_\_\_\_\_  
Tedra Allen, City Clerk

APPROVED AS TO LEGAL FORM:

BY: \_\_\_\_\_  
Jacob G. Horowitz, Esq.  
City Attorney

ATTEST:

**GRANTEE:**

\_\_\_\_\_

\_\_\_\_\_  
Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_

By: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_

STATE OF FLORIDA  
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me by means of physical presence  
\_\_\_\_ or online notarization \_\_\_\_ this \_\_\_\_ day of \_\_\_\_\_, 2023, by  
\_\_\_\_\_, as \_\_\_\_\_ (name of officer or agent, title of  
officer or agent), of \_\_\_\_\_, a Florida \_\_\_\_\_, on behalf of the  
\_\_\_\_\_. He/She is personally known to me or has produced  
\_\_\_\_\_ (type of identification) as identification.

\_\_\_\_\_  
Notary Public – State of Florida

**EXHIBIT "A"**

**PROPOSED IMPROVEMENTS**

**1. PROJECT DESCRIPTION:**

**Name of Company/Grantee:**



**Description of Improvements: See Attached**

**Location:**

**Funding Amount:**

**Grantee Contact:**

**EXHIBIT “B”  
THE PROGRAM GUIDELINES**

1. Applicants will submit an initial application of interest via the city’s website.
2. The STARS Program Manager will contact the applicant and schedule a site survey to provide a recommended equipment proposal.
3. The applicant is permitted to go above and beyond the proposal; however, any awarded funds will be based on the program manager’s recommendation.

4. The applicant will have 90 days to complete the following after receiving their site survey:
  - a. Obtain a quote from a city-approved vendor.
  - b. Enter a separate MOU with the Broward Sheriff's Office via a Public-Private Partnership: <https://www.sheriff.org/ppp/Pages/default.aspx>
  - c. Submit a final application, to include the project site survey, a qualified quote, a copy of the signed MOU (BSO PPP), and a signed legal agreement with the city.
5. Upon final submission, the City will review and approve / deny the application within ten business days.