

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact

Fiscal Years	<u>2007</u>	<u>2008</u>	<u>2009</u>	<u>2010</u>	<u>2011</u>
Capital Expenditures	25,000				
Operating Costs	673,600				
External Revenues	(698,600)				
Program Income (County)					
In-Kind Match (County)					
Net Fiscal Impact	0				
# ADDITIONAL FTE POSITIONS (Cumulative)	0				

Is Item Included In Current Budget? Yes No
 Budget Account No.: Fund 1427 Department 662 Unit 7350 Object various Program
 Revenue: Fund 1427 Department 662 Unit 7350 Rev Source 3129

B. Recommended Sources of Funds/Summary of Fiscal Impact:

Palm Beach County was awarded a total of \$698,600 by the Fort Lauderdale UASI. The grant ends January 31, 2008.

C. Departmental Fiscal Review: Eugene Julian

III. REVIEW COMMENTS

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

[Signature] 11-20-06 OFMB
[Signature] 11/27/06 Contract Administration

B. Legal Sufficiency:

[Signature] 11/27/06
 Assistant County Attorney

This item complies with current County policies.

At the time of CDC's review, the Agreement with Miramar was not detected.

C. Other Department Review:

[Signature]
 Department Director

This summary is not to be used as a basis for payment.

Background and Policy Issues: (Continued from page 1)

In early 2006, the State of Florida and the Federal Department of Homeland Security established a new Urban Area for Security Initiatives (UASI). This new UASI was created using the cities of Ft. 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 Sheriff's Office of Broward and Palm Beach Counties were also invited to participate as equal partners. The City of Miramar 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.

**MEMORANDUM OF AGREEMENT
FOR PARTICIPATING FORT LAUDERDALE UASI AGENCIES**

This Agreement is entered into this _____ day of _____, 2006, by and between the City of Miramar, a municipal corporation of the State of Florida (the "Sponsoring Agency") and Palm Beach County, a political subdivision of the State of Florida, (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 2006 Urban Area Security Initiative (UASI) Grant Program in the amount \$9,980,000 dollars; and

WHEREAS, the Sponsoring Agency is the coordinating agent for the Fort Lauderdale FY 2006 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 2006 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 2006 UASI Grant Program; and

WHEREAS, the City Commission of the City of Miramar, by Resolution No. 06-266 adopted on September 27, 2006, 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 2006 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 2006 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 2006). 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, 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 2006 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; identification.
- 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 2006 requirements. Participating Agencies and subgrantees must and hereby agree to comply with the requirements of the UASI Grant Program FY 2006 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 \$698,600.00 to be expended and reimbursed pursuant to the terms of this Agreement.

VII. FINANCIAL AGREEMENTS

- A. Financial and Compliance Audit Report: Recipients that expend \$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-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 2006 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 January 31, 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.

SPONSORING AGENCY

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

ATTEST:

Yvette McLeary
City Clerk

BY: _____
Robert A. Payton
City Manager

APPROVED AS TO FORM AND CORRECTNESS:

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

PARTICIPATING AGENCY
Board of County Commissioners
Palm Beach County, Florida

Sharon R. Bock,
Clerk and Comptroller


Name:
Title:

BY: _____
Name: Addie L. Greene
Title: Chairperson

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

APPROVED AS TO TERMS AND CONDITIONS:

County Attorney


Department Director

Temp. Reso. No. 3739
09/14/06
09/18/06

**CITY OF MIRAMAR
MIRAMAR, FLORIDA**

RESOLUTION NO. 06-266

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF MIRAMAR, FLORIDA, ACCEPTING A GRANT FROM THE "URBAN AREA SECURITY INITIATIVE ("UASI") GRANT PROGRAM FY 2006", THROUGH THE STATE OF FLORIDA, DIVISION OF EMERGENCY MANAGEMENT, FOR THE BENEFIT OF THE FORT LAUDERDALE UASI, COMPRISED OF THE CITY OF MIRAMAR AND VARIOUS OTHER COUNTY AND MUNICIPAL ENTITIES, IN THE AMOUNT OF \$9,980,000; AUTHORIZING THE EXECUTION OF A GRANT AGREEMENT ENTITLED "FEDERALLY-FUNDED SUBGRANT AGREEMENT" WITH THE STATE OF FLORIDA; AUTHORIZING THE EXECUTION OF MEMORANDUMS OF AGREEMENT BETWEEN THE CITY OF MIRAMAR, AS "SPONSORING AGENCY", AND THE VARIOUS OTHER GOVERNMENTAL ENTITIES COMPRISING THE FORT LAUDERDALE UASI, AS "PARTICIPATING AGENCIES"; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, although most states and municipalities have strengthened their overall capability to respond to acts of terrorism involving chemical, biological, radiological, nuclear or explosive weapons, there continues to be room for improvement in meeting our national priorities in preventing and responding to terrorist attacks; and

WHEREAS, the United States Department of Homeland Security, Office of Grants & Training ("OG&T"), is authorized by the Emergency Wartime Supplemental Appropriations Act of 2003 to provide funds to States for subsequent distribution to selected urban areas to address the unique equipment, training, planning, exercise and operational needs for large 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

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09/14/06
09/18/06

WHEREAS, the OG&T, through the State of Florida Division of Emergency Management ("DEM"), has subgranted UASI Grant Program FY 2006 grant funds to the City of Miramar ("City") for the benefit of the City of Miramar, Broward and Palm Beach Counties, the Cities of Fort Lauderdale, Hollywood, Pembroke Pines, Coral Springs, Sunrise and Miami Gardens, the Broward County Sheriff's Office and the Palm Beach County Sheriff's Office, which entities comprise the Fort Lauderdale UASI, in the amount of \$9,980,000, for Fiscal Year 2006; and

WHEREAS, as stipulated in the grant award, the City of Miramar Police Department will facilitate the expenditure and reimbursement of said funds to address the unique equipment, training, planning, exercise and operational needs of the entities comprising the Fort Lauderdale UASI in order to build an enhanced and sustainable capacity to prevent, respond to, and recover from threats or acts of terrorism; and

WHEREAS, in accordance with the UASI Grant Program FY 2006, execution of the attached form of Memorandum of Agreement between the City of Miramar, as Sponsoring Agency, and the entities comprising the Fort Lauderdale UASI, as Participating Agencies, will provide the necessary guidelines to coordinate the expenditure and reimbursement of funds as required under the UASI Grant Program FY 2006 and will enhance the ability of the City of Miramar and its surrounding jurisdictions to respond to terrorist threats or acts and permit the City to reimburse the Fort Lauderdale UASI members for expenditures that are compliant with said Program.

Temp. Reso. No. 3739
09/14/06
09/18/06

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION
OF THE CITY OF MIRAMAR, FLORIDA, AS FOLLOWS:**

Section 1. The recitals contained in the Preamble to this Resolution are adopted by reference and incorporated herein as if fully set forth.

Section 2. The City Commission of the City of Miramar does hereby accept the grant funding referenced above from the "Urban Area Security Initiative ("UASI") Grant Program FY2006" on behalf of the City of Miramar and for the benefit of the Fort Lauderdale UASI and hereby authorizes the City Manager to execute the Federally-Funded Subgrant Agreement attached hereto as Exhibit "A".

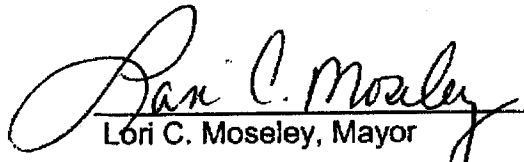
Section 3. The City Manager is also hereby authorized to execute separate Memorandums of Agreement, in substantial conformity with the form of MOA attached hereto as Exhibit "B", between the City and the various other governmental entities comprising the Fort Lauderdale UASI, for the purpose of setting forth the parties' responsibilities in connection with the development and support of the UASI Grant Program FY 2006 administered by the City of Miramar's Police Department, a UASI sponsoring agency, contingent upon funding of said project being secured in the form of the grants from the OG&T through the DEM, and to facilitate the expenditure and reimbursement of grant funds in conformance with all applicable grant requirements.

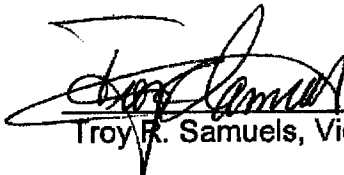
Section 4. That the appropriate City Officials are hereby authorized to do all things necessary and expedient to carry out the aims of this Resolution.

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09/18/06

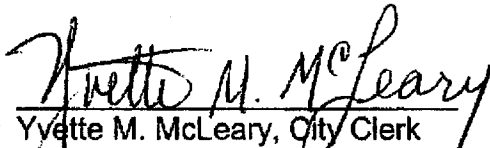
Section 5. This Resolution shall become effective immediately upon its adoption.

PASSED AND ADOPTED this 27th day of September, 2006.


Lori C. Moseley, Mayor


Troy R. Samuels, Vice Mayor

Attest:


Yvette M. McLeary, City Clerk

I HEREBY CERTIFY that I have approved this RESOLUTION as to form.


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

Requested by Administration

Voted

Commissioner Winston F. Barnes

YES

Commissioner Marjorie J. Conlan

YES

Commissioner John L. Moore

YES

Vice Mayor Troy R. Samuels

YES

Mayor Lori C. Moseley

YES

Exhibit "A"

Contract Number: 07DS-5S-11-16-02-
CFDA Number: 97.067

FEDERALLY-FUNDED SUBGRANT AGREEMENT

THIS AGREEMENT is entered into by and between the State of Florida, Division of Emergency Management, with headquarters in Tallahassee, Florida (hereinafter referred to as the "Division"), and the City of Miramar, (hereinafter referred to as the "Recipient").

THIS AGREEMENT IS ENTERED INTO BASED ON THE FOLLOWING REPRESENTATIONS:

- A. WHEREAS, the Recipient represents that it is fully qualified and eligible to receive these grant funds to provide the services identified herein; and
- B. WHEREAS, the Division has received these grant funds from the State of Florida, and has the authority to subgrant these funds to the Recipient upon the terms and conditions hereinafter set forth; and
- C. WHEREAS, the Division has authority pursuant to Florida law to disburse the funds under this Agreement.

NOW, THEREFORE, the Division and the Recipient do mutually agree as follows:

(1) SCOPE OF WORK.

The Recipient shall fully perform the obligations in accordance with the Budget and Scope of Work, Attachment A of this Agreement.

(2) INCORPORATION OF LAWS, RULES, REGULATIONS AND POLICIES

Both the Recipient and the Division shall be governed by applicable State and Federal laws, rules and regulations, including but not limited to those identified in Attachment B.

(3) PERIOD OF AGREEMENT.

This Agreement shall begin July 1, 2006 and shall end January 31, 2008, unless terminated earlier in accordance with the provisions of Paragraph (12) of this Agreement.

(4) MODIFICATION OF CONTRACT

Either party may request modification of the provisions of this Agreement. Changes which are mutually agreed upon shall be valid only when reduced to writing, duly signed by each of the parties hereto, and attached to the original of this Agreement.

(5) RECORDKEEPING

(a) As applicable, Recipient's performance under this Agreement shall be subject to the federal "Common Rule: Uniform Administrative Requirements for State and Local Governments" (53 Federal Register 8034) or OMB Circular No. A-110, "Grants and Agreements with Institutions of High Education, Hospitals, and Other Nonprofit Organizations," and either OMB Circular No. A-87, "Cost Principles for State and Local Governments," OMB Circular No. A-21, "Cost Principles for Educational Institutions," or OMB Circular No. A-122, "Cost Principles for Nonprofit Organizations." If this Agreement is made with a commercial (for-profit) organization on a cost-reimbursement basis, the Recipient shall be subject to Federal Acquisition Regulations 31.2 and 931.2.

(b) The Recipient shall retain sufficient records demonstrating its compliance with the terms of this Agreement, and the compliance of all subcontractors or consultants to be paid from funds provided under this Agreement, for a period of five years from the date the audit report is issued, and shall allow the Division or its designee, Chief Financial Officer, or Auditor General access to such records upon request. The Recipient shall ensure that audit working papers are made available to the Division designee, Chief Financial Officer, or Auditor General upon request for a period of five years from the date the audit report is issued, unless extended in writing by the Division the following exceptions:

1. If any litigation, claim or audit is started before the expiration of the five year period and extends beyond the five year period, the records will be maintained until all litigation, claims or audit findings involving the records have been resolved.
2. Records for the disposition of non-expendable personal property valued at \$5,000 or more at the time of acquisition shall be retained for five years after final disposition.
3. Records relating to real property acquisition shall be retained for five years after closing of title.

(c) The Recipient shall maintain all records for the Recipient and for all subcontractors or consultants to be paid from funds provided under this Agreement, including supporting documentation of all program costs, in a form sufficient to determine compliance with the requirements and objectives of the Budget and Scope of Work - Attachment A - and all other applicable laws and regulations.

(d) The Recipient, its employees or agents, including all subcontractors or consultants to be paid from funds provided under this Agreement, shall allow access to its records at reasonable times to the Division, its employees, and agents. "Reasonable" shall be construed according to the circumstances but ordinarily shall mean during normal business hours of 8:00 a.m. to 5:00 p.m., local time, on Monday through Friday. "Agents" shall include, but not be limited to, auditors retained by the Division.

(6) AUDIT REQUIREMENTS

(a) The Recipient agrees to maintain financial procedures and support documents, in accordance with generally accepted accounting principles, to account for the receipt and expenditure of funds under this Agreement.

(b) These records shall be available at all reasonable times for inspection, review, or audit by state personnel and other personnel duly authorized by the Division. "Reasonable" shall be construed according to circumstances, but ordinarily shall mean normal business hours of 8:00 a.m. to 5:00 p.m., local time, Monday through Friday.

(c) The Recipient shall also provide the Department of Community Affairs and/or the Division with the records, reports or financial statements upon request for the purposes of auditing and monitoring the funds awarded under this Agreement.

(d) If the Recipient is a State or local government or a non-profit organization as defined in OMB Circular A-133, as revised, and in the event that the Recipient expends \$500,000 or more in Federal awards in its fiscal year, the Recipient must have a single or program-specific audit conducted in accordance with the provisions of OMB Circular A-133, as revised. EXHIBIT 1 to this Agreement indicates Federal resources awarded through the Division by this Agreement. In determining the Federal awards expended in its fiscal year, the Recipient shall consider all sources of Federal awards. The determination of amounts of Federal awards expended should be in accordance with the guidelines

established by OMB Circular A-133, as revised. An audit of the Recipient conducted by the Auditor General in accordance with the provisions of OMB Circular A-133, as revised, will meet the requirements of this paragraph.

In connection with the audit requirements addressed in this Paragraph 6 (d) above, the Recipient shall fulfill the requirements relative to auditee responsibilities as provided in Subpart C of OMB Circular A-133, as revised.

If the Recipient expends less than \$500,000 in Federal awards in its fiscal year, an audit conducted in accordance with the provisions of OMB Circular A-133, as revised, is not required. In the event that the Recipient expends less than \$500,000 in Federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of OMB Circular A-133, as revised, the cost of the audit must be paid from non-Federal resources (i.e., the cost of such audit must be paid from Recipient resources obtained from other than Federal entities).

(e) Copies of reporting packages for audits conducted in accordance with OMB Circular A-133, as revised, and required by subparagraph (d) above shall be submitted, when required by Section .320 (d), OMB Circular A-133, as revised, by or on behalf of the Recipient directly to each of the following:

Department of Community Affairs
Office of Audit Services
2555 Shumard Oak Boulevard
Tallahassee, Florida 32399-2100

an electronic copy shall also be submitted to the above office at the following address:

aurilla.parrish@dca.state.fl.us

and

Division of Emergency Management
Bureau of Compliance Planning and Support
2555 Shumard Oak Boulevard
Tallahassee, Florida 32399-2100

The Federal Audit Clearinghouse designated in OMB Circular A-133, as revised (the number of copies required by Sections .320(d)(1) and (2), OMB Circular A-133, as revised, should be submitted to the Federal Audit Clearinghouse), at the following address:

Federal Audit Clearinghouse
Bureau of the Census
1201 East 10th Street
Jeffersonville, IN 47132

Other Federal agencies and pass-through entities in accordance with Sections .320 (e) and (f), OMB Circular A-133, as revised.

(f) Pursuant to Section .320 (f), OMB Circular A-133, as revised, the Recipient shall submit a copy of the reporting package described in Section .320 (c), OMB Circular A-133, as revised, and any management letter issued by the auditor, to the following addresses:

Department of Community Affairs
Office of Audit Services
2555 Shumard Oak Boulevard
Tallahassee, Florida 32399-2100

an electronic copy shall also be submitted to the above office at the following address:
aurilla.parrish@dca.state.fl.us

and

Division of Emergency Management
Bureau of Compliance Planning and Support
2555 Shumard Oak Boulevard
Tallahassee, Florida 32399-2100

(g) Any reports, management letter, or other information required to be submitted to the Department and the Division pursuant to this Agreement shall be submitted timely in accordance with OMB Circular A-133, Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.

(h) Recipients, when submitting financial reporting packages to the Department and the Division for audits done in accordance with OMB Circular A-133 or Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date that the reporting package was delivered to the Recipient in correspondence accompanying the reporting package.

(i) In the event the audit shows that the entire funds disbursed hereunder, or any portion thereof, were not spent in accordance with the conditions of this Agreement, the Recipient shall be held liable for reimbursement to the Division of all funds not spent in accordance with these applicable regulations and Agreement provisions within thirty (30) days after the Department or the Division has notified the Recipient of such non-compliance.

(j) The Recipient shall have all audits completed by an independent certified public accountant (IPA) who shall either be a certified public accountant or a public accountant licensed under

Chapter 473, Fla. Stat. The IPA shall state that the audit complied with the applicable provisions noted above. The audit must be submitted to the Department and the Division no later than seven (7) months from the end of the Recipient's fiscal year.

(7) REPORTS

(a) At a minimum, the Recipient shall provide the Division with quarterly reports, and with a close-out report. These reports shall include the current status and progress by the Recipient and all subrecipients and subcontractors in completing the work described in the Scope of Work and the expenditure of funds under this Agreement, in addition to such other information as requested by the Division.

(b) Quarterly reports are due to be received by the Division no later than 30 days after the end of each quarter of the program year and shall continue to be submitted each quarter until submission of the administrative close-out report. The ending dates for each quarter of the program year are March 31, June 30, September 30 and December 31.

(c) The close-out report is due 60 days after termination of this Agreement or upon completion of the activities contained in this Agreement, whichever first occurs.

(d) If all required reports and copies, prescribed above, are not sent to the Division or are not completed in a manner acceptable to the Division, the Division may withhold further payments until they are completed or may take such other action as set forth in Paragraph (11) REMEDIES.

"Acceptable to the Division" means that the work product was completed in accordance with the Budget and Scope of Work, Attachment A.

(e) The Recipient shall provide such additional program updates, reports or information as may be required by the Division.

(8) MONITORING

The Recipient shall monitor its performance under this Agreement, as well as that of its subcontractors, subrecipients and consultants who are paid from funds provided under this Agreement, to ensure that time schedules are met, the Budget and Scope of Work, Attachment A is accomplished within the specified time periods, and other performance goals stated in this Agreement are achieved. Such

review shall be made for each function or activity set forth in the Budget and Scope of Work, Attachment A to this Agreement, and reported in the quarterly report.

In addition to reviews of audits conducted in accordance with OMB Circular A-133, as revised and Section 215.97, Fla. Stat. (see Paragraph (6) AUDIT REQUIREMENTS, above), monitoring procedures may include, but not be limited to, on-site visits by Division staff, limited scope audits as defined by OMB Circular A-133, as revised, and/or other procedures. By entering into this Agreement, the Recipient agrees to comply and cooperate with all monitoring procedures/processes deemed appropriate by the Division. In the event that the Division determines that a limited scope audit of the Recipient is appropriate, the Recipient agrees to comply with any additional instructions provided by the Division to the Recipient regarding such audit. The Recipient further agrees to comply and cooperate with any inspections, reviews, investigations or audits deemed necessary by the Comptroller or Auditor General. In addition, the Division will monitor the performance and financial management by the Recipient throughout the contract term to ensure timely completion of all tasks.

(9) LIABILITY

(a) Unless Recipient is a State agency or subdivision, as defined in Section 768.28, Fla. Stat., the Recipient shall be solely responsible to parties with whom it shall deal in carrying out the terms of this agreement, and shall hold the Division harmless against all claims of whatever nature by third parties arising out of the performance of work under this agreement. For purposes of this agreement, Recipient agrees that it is not an employee or agent of the Division, but is an independent contractor.

(b) Any Recipient who is a state agency or subdivision, as defined in Section 768.28, Fla. Stat., agrees to be fully responsible to the extent provided by Section 768.28 Fla. Stat. for its negligent acts or omissions or tortious acts which result in claims or suits against the Division, and agrees to be liable for any damages proximately caused by said acts or omissions. Nothing herein is intended to serve as a waiver of sovereign immunity by any Recipient to which sovereign immunity applies. 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 matter arising out of any contract.

(10) DEFAULT.

If any of the following events occur ("Events of Default"), all obligations on the part of the Division to make any further payment of funds hereunder shall, if the Division so elects, terminate and the Division may, at its option, exercise any of its remedies set forth in Paragraph (11), but the Division may make any payments or parts of payments after the happening of any Events of Default without thereby waiving the right to exercise such remedies, and without becoming liable to make any further payment:

(a) If any warranty or representation made by the Recipient in this Agreement or any previous Agreement with the Division shall at any time be false or misleading in any respect, or if the Recipient shall fail to keep, observe or perform any of the obligations, terms or covenants contained in this Agreement or any previous agreement with the Division and has not cured such in timely fashion, or is unable or unwilling to meet its obligations thereunder;

(b) If any material adverse change shall occur in the financial condition of the Recipient at any time during the term of this Agreement, and the Recipient fails to cure said material adverse change within thirty (30) days from the time the date written notice is sent by the Division.

(c) If any reports required by this Agreement have not been submitted to the Division or have been submitted with incorrect, incomplete or insufficient information;

(d) If the Recipient has failed to perform and complete in timely fashion any of its obligations under this Agreement.

(11) REMEDIES.

Upon the happening of an Event of Default, then the Division may, at its option, upon thirty (30) calendar days prior written notice to the Recipient and upon the Recipient's failure to cure within said thirty (30) day period, exercise any one or more of the following remedies, either concurrently or consecutively:

(a) Terminate this Agreement, provided that the Recipient is given at least thirty (30) days prior written notice of such termination. The notice shall be effective when placed in the United States mail, first class mail, postage prepaid, by registered or certified mail-return receipt requested, to the address set forth in paragraph (13) herein;

(b) Commence an appropriate legal or equitable action to enforce performance of this Agreement;

(c) Withhold or suspend payment of all or any part of a request for payment;

(d) Exercise any corrective or remedial actions, to include but not be limited to:

1. requesting additional information from the Recipient to determine the reasons for or the extent of non-compliance or lack of performance,
2. issuing a written warning to advise that more serious measures may be taken if the situation is not corrected,
3. advising the Recipient to suspend, discontinue or refrain from incurring costs for any activities in question or
4. requiring the Recipient to reimburse the Division for the amount of costs incurred for any items determined to be ineligible;

(e) Require that the Recipient return to the Division any funds which were used for ineligible purposes under the program laws, rules and regulations governing the use of funds under this program.

(f) Exercise any other rights or remedies which may be otherwise available under law.

(g) The pursuit of any one of the above remedies shall not preclude the Division from pursuing any other remedies contained herein or otherwise provided at law or in equity. No waiver by the Division of any right or remedy granted hereunder or failure to insist on strict performance by the Recipient shall affect or extend or act as a waiver of any other right or remedy of the Division hereunder, or affect the subsequent exercise of the same right or remedy by the Division for any further or subsequent default by the Recipient.

(12) TERMINATION.

(a) The Division may terminate this Agreement for cause upon such written notice as is reasonable under the circumstances. Cause shall include, but not be limited to, misuse of funds; fraud; lack of compliance with applicable rules, laws and regulations; failure to perform in a timely manner; and refusal by the Recipient to permit public access to any document, paper, letter, or other material subject to disclosure under Chapter 119, Fla. Stat., as amended.

(b) The Division may terminate this Agreement when it determines, in its sole discretion, that the continuation of the Agreement would not produce beneficial results commensurate with the further expenditure of funds, by providing the Recipient with thirty (30) calendar days prior written notice.

(c) The parties may agree to terminate this Agreement for their mutual convenience as evidenced by written amendment of this Agreement. The amendment shall establish the effective date of the termination and the procedures for proper closeout of the Agreement.

(d) In the event that this Agreement is terminated, the Recipient will not incur new obligations for the terminated portion of the Agreement after the Recipient has received the notification of termination. The Recipient will cancel as many outstanding obligations as possible. Costs incurred after the date of receipt of notice of the termination will be disallowed. Notwithstanding the above, the Recipient shall not be relieved of liability to the Division by virtue of any breach of Agreement by the Recipient. The Division may, to the extent authorized by law, withhold any payments to the Recipient for purpose of set-off until such time as the exact amount of damages due the Division from the Recipient is determined.

(13) NOTICE AND CONTACT.

(a) All notices provided under or pursuant to this Agreement shall be in writing, either by hand delivery, or first class, certified mail, return receipt requested, to the representative identified below at the address set forth below and said notification attached to the original of this Agreement.

(b) The name and address of the Division contract manager for this Agreement is:
Carolyn Washington, Community Assistance Consultant
Division of Emergency Management
2555 Shumard Oak Boulevard
Tallahassee, Florida 32399-2100
Telephone: (850) 410-1271
Fax: (850) 488-7842
Email: carolyn.washington@dca.state.fl.us

(c) The name and address of the Representative of the Recipient responsible for the administration of this Agreement is:

Randy Cross
City of Miramar
8915 Miramar Parkway
Miramar, Florida 33025
Telephone: (954)602-4290
Fax: (954) 602-3525
Email: rmcross@ci.miramar.fl.us

(d) In the event that different representatives or addresses are designated by either party after execution of this Agreement, notice of the name, title and address of the new representative will be rendered as provided in (13)(a) above.

(14) SUBCONTRACTS

If the Recipient subcontracts any or all of the work required under this Agreement, a copy of the unsigned subcontract must be forwarded to the Division for review and approval prior to execution of the subcontract by the Recipient. The Recipient agrees to include in the subcontract that (i) the subcontractor is bound by the terms of this Agreement, (ii) the subcontractor is bound by all applicable state and federal laws and regulations, and (iii) the subcontractor shall hold the Division and Recipient harmless against all claims of whatever nature arising out of the subcontractor's performance of work under this Agreement, to the extent allowed and required by law. Each subcontractor's progress in performing its work under this Agreement shall be documented in the quarterly report submitted by the Recipient.

For each subcontract, the Recipient shall provide a written statement to the Division as to whether that subcontractor is a minority vendor.

(15) TERMS AND CONDITIONS

This Agreement contains all the terms and conditions agreed upon by the parties.

(16) ATTACHMENTS

(a) All attachments to this Agreement are incorporated as if set out fully herein.
(b) In the event of any inconsistencies or conflict between the language of this Agreement and the attachments hereto, the language of such attachments shall be controlling, but only to the extent of such conflict or inconsistency.

(c) This Agreement has the following attachments:

Exhibit 1 - Funding Sources

Attachment A - Budget and Scope of Work

Attachment B - Program Statutes and Regulations

Attachment C - Justification of Advance

Attachment D - Warranties and Representations

Attachment E – Certification Regarding Debarment

Attachment F – Assurances

(17) FUNDING/CONSIDERATION

(a) This is a cost-reimbursement Agreement. The Recipient shall be reimbursed for costs incurred in the satisfactory performance of work hereunder in an amount not to exceed \$9,980,000 subject to the availability of funds.

(b) Any advance payment under this Agreement is subject to Section 216.181(16), Fla.Stat., and is contingent upon the Recipient's acceptance of the rights of the Division under Paragraph (12)(b) of this Agreement. The amount which may be advanced may not exceed the expected cash needs of the Recipient within the first three (3) months of the contract term. For a federally funded contract, any advance payment is also subject to federal OMB Circulars A-87, A-110, A-122 and the Cash Management Improvement Act of 1990. If an advance payment is requested, the budget data on which the request is based and a justification statement shall be included in this Agreement as Attachment C. Attachment C will specify the amount of advance payment needed and provide an explanation of the necessity for and proposed use of these funds.

1. _____ No advance payment is requested.
2. _____ An advance payment of \$_____ is requested.

(c) After the initial advance, if any, payment shall be made on a reimbursement basis as needed. The Recipient agrees to expend funds in accordance with the Budget and Scope of Work, Attachment A of this Agreement.

If the necessary funds are not available to fund this Agreement as a result of action by Congress, the State Legislature, the Office of the Chief Financial Officer, the State Office of Planning and Budgeting or the Federal Office of Management and Budgeting, all obligations on the part of the Division to make any further payment of funds hereunder shall terminate, and the Recipient shall submit its closeout report within thirty (30) days of receipt of notice from the Division.

(18) REPAYMENTS

All refunds or repayments to be made to the Division under this Agreement are to be made payable to the order of "Department of Community Affairs" and mailed directly to the Department at the following address:

Department of Community Affairs
Cashier
Finance and Accounting
2555 Shumard Oak Boulevard
Tallahassee FL 32399-2100

In accordance with Section 215.34(2), Fla. Stat., if a check or other draft is returned to the Department for collection, the Department must add to the amount of the check or draft a service fee of Fifteen Dollars (\$15.00) or Five Percent (5%) of the face amount of the check or draft, whichever is greater.

(19) VENDOR PAYMENTS.

Pursuant to Section 215.422, Fla. Stat., the Division shall issue payments to vendors within 40 days after receipt of an acceptable invoice and receipt, inspection, and acceptance of goods and/or services provided in accordance with the terms and conditions of the Agreement. Failure to issue the warrant within 40 days shall result in the Division paying interest at a rate as established pursuant to Section 55.03(1) Fla. Stat. The interest penalty shall be paid within 15 days after issuing the warrant.

Vendors experiencing problems obtaining timely payment(s) from a state agency may receive assistance by contacting the Vendor Ombudsman at (850) 413-5516.

(20) STANDARD CONDITIONS

(a) The validity of this Agreement is subject to the truth and accuracy of all the information, representations, and materials submitted or provided by the Recipient in this Agreement, in any subsequent submission or response to Division request, or in any submission or response to fulfill the requirements of this Agreement, and such information, representations, and materials are incorporated by reference. The lack of accuracy thereof or any material changes shall, at the option of the Division and with thirty (30) days written notice to the Recipient, cause the termination of this Agreement and the release of the Division from all its obligations to the Recipient.

(b) This Agreement shall be construed under the laws of the State of Florida, and venue for any actions arising out of this Agreement shall lie in Leon County. If any provision hereof is in conflict with any applicable statute or rule, or is otherwise unenforceable, then such provision shall be deemed null and void to the extent of such conflict, and shall be deemed severable, but shall not invalidate any other provision of this Agreement.

(c) Any power of approval or disapproval granted to the Division under the terms of this Agreement shall survive the terms and life of this Agreement as a whole.

(d) The Agreement may be executed in any number of counterparts, any one of which may be taken as an original.

(e) The Recipient agrees to comply with the Americans With Disabilities Act (Public Law 101-336, 42 U.S.C. Section 12101 et seq.), if applicable, which prohibits discrimination by public and private entities on the basis of disability in the areas of employment, public accommodations, transportation, State and local government services, and in telecommunications.

(f) A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime or on the discriminatory vendor list may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with a public entity, and may not transact business with any public entity in excess of Category Two for a period of 36 months from the date of being placed on the convicted vendor list or on the discriminatory vendor list.

(g) With respect to any Recipient which is not a local government or state agency, and which receives funds under this Agreement from the federal government, by signing this Agreement, the Recipient certifies, to the best of its knowledge and belief, that it and its principals:

1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by a federal department or agency;

2. have not, within a five-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

3. are not presently indicted or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any offenses enumerated in paragraph 20(h)2. of this certification; and

4. have not within a five-year period preceding this Agreement had one or more public transactions (federal, state or local) terminated for cause or default.

Where the Recipient is unable to certify to any of the statements in this certification, such Recipient shall attach an explanation to this Agreement.

In addition, the Recipient shall submit to the Division (by email or by facsimile transmission) the completed "Certification Regarding Debarment, Suspension, Ineligibility And Voluntary Exclusion" (Attachment D) for each prospective subcontractor which Recipient intends to fund under this Agreement. Such form must be received by the Division prior to the Recipient entering into a contract with any prospective subcontractor.

(h) The State of Florida's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature, and subject to any modification in accordance with Chapter 216, Fla. Stat. or the Florida Constitution.

(i) All bills for fees or other compensation for services or expenses shall be submitted in detail sufficient for a proper preaudit and postaudit thereof.

(j) If otherwise allowed under this Agreement, all bills for any travel expenses shall be submitted in accordance with Section 112.061, Fla. Stat.

(k) The Division reserves the right to unilaterally cancel this Agreement for refusal by the Recipient to allow public access to all documents, papers, letters or other material subject to the

provisions of Chapter 119, Fla. Stat., and made or received by the Recipient in conjunction with this Agreement.

(l) If the Recipient is allowed to temporarily invest any advances of funds under this Agreement, any interest income shall either be returned to the Division or be applied against the Division's obligation to pay the contract amount.

(m) The State of Florida will not intentionally award publicly-funded contracts to any contractor who knowingly employs unauthorized alien workers, constituting a violation of the employment provisions contained in 8 U.S.C. Section 1324a(e) [Section 274A(e) of the Immigration and Nationality Act ("INA")]. The Division shall consider the employment by any contractor of unauthorized aliens a violation of Section 274A(e) of the INA. Such violation by the Recipient of the employment provisions contained in Section 274A(e) of the INA shall be grounds for unilateral cancellation of this Agreement by the Department.

(n) The Recipient is subject to Florida's Government in the Sunshine Law (Section 286.011, Fla. Stat.) with respect to the meetings of the Recipient's governing board or the meetings of any subcommittee making recommendations to the governing board. All such meetings shall be publicly noticed, open to the public, and the minutes of all such meetings shall be public records, available to the public in accordance with Chapter 119, Fla. Stat.

(21) **LOBBYING PROHIBITION**

(a) 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.

(b) 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.

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 and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

3. 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.

(22) COPYRIGHT, PATENT AND TRADEMARK

ANY AND ALL PATENT RIGHTS ACCRUING UNDER OR IN CONNECTION WITH THE PERFORMANCE OF THIS AGREEMENT ARE HEREBY RESERVED TO THE STATE OF FLORIDA. ANY AND ALL COPYRIGHTS ACCRUING UNDER OR IN CONNECTION WITH THE PERFORMANCE OF THIS AGREEMENT ARE HEREBY TRANSFERRED BY THE RECIPIENT TO THE STATE OF FLORIDA.

(a) If the Recipient brings to the performance of this Agreement a pre-existing patent or copyright, the Recipient shall retain all rights and entitlements to that pre-existing patent or copyright unless the Agreement provides otherwise.

(b) If any discovery or invention arises or is developed in the course of or as a result of work or services performed under this Agreement, or in any way connected herewith, the Recipient shall refer the discovery or invention to the Division for a determination whether patent protection will be sought in the name of the State of Florida. Any and all patent rights accruing under or in connection with the performance of this Agreement are hereby reserved to the State of Florida. In the event that any books, manuals, films, or other copyrightable material are produced, the Recipient shall notify the Division. Any and all copyrights accruing under or in connection with the performance under this Agreement are hereby transferred by the Recipient to the State of Florida.

(c) Within thirty (30) days of execution of this Agreement, the Recipient shall disclose all intellectual properties relevant to the performance of this Agreement which he or she knows or should know could give rise to a patent or copyright. The Recipient shall retain all rights and entitlements to any pre-existing intellectual property which is so disclosed. Failure to disclose will indicate that no such property exists. The Division shall then, under Paragraph (b), have the right to all patents and copyrights which accrue during performance of the Agreement.

(23) LEGAL AUTHORIZATION.

The Recipient certifies with respect to this Agreement that it possesses the legal authority to receive the funds to be provided under this Agreement and that, if applicable, its governing body has authorized, by resolution or otherwise, the execution and acceptance of this Agreement with all covenants and assurances contained herein. The Recipient also certifies that the undersigned possesses the authority to legally execute and bind Recipient to the terms of this Agreement.

(24) ASSURANCES.

The Recipient shall comply with any Statement of Assurances incorporated as Attachment F.

IN WITNESS WHEREOF, the parties hereto have caused this contract to be executed by their undersigned officials as duly authorized.

RECIPIENT: CITY OF MIRAMAR

BY: _____

Name and title: _____

Date: _____

SAMAS # _____ FID# _____

STATE OF FLORIDA

DIVISION OF EMERGENCY MANAGEMENT

BY: _____

Name and Title: W. Craig Fugate, Director of the Division of Emergency Management

Date: _____

Attest:

Yvette M. McLeary, City Clerk

I HEREBY CERTIFY that I have approved this RESOLUTION as to form.

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

EXHIBIT - 1

FEDERAL RESOURCES AWARDED TO THE RECIPIENT PURSUANT TO THIS AGREEMENT
CONSIST OF THE FOLLOWING:

NOTE: If the resources awarded to the recipient represent more than one Federal program, provide the same information shown below for each Federal program and show total Federal resources awarded.

Federal Program (*list Federal agency, Catalog of Federal Domestic Assistance title and number*) –
CFDA # 97.067
\$9,980,000

COMPLIANCE REQUIREMENTS APPLICABLE TO THE FEDERAL RESOURCES AWARDED
PURSUANT TO THIS AGREEMENT ARE AS FOLLOWS:

NOTE: If the resources awarded to the recipient represent more than one Federal program, list applicable compliance requirements for each Federal program in the same manner as shown below.

Federal Program:
List applicable compliance requirements as follows:

1. Recipient is to use funding to perform eligible activities as identified in the Office of Grants and Training Fiscal Year 2006-07 State Homeland Security Grant Program (SHSGP), consistent with the Department of Homeland Security State Strategy.
2. Recipient is subject to all administrative and financial requirements or will be in violation with the terms of the agreement.

NOTE: Instead of listing the specific compliance requirements as shown above, the State awarding agency may elect to use language that requires the recipient to comply with the requirements of applicable provisions of specific laws, rules, regulations, etc. For example, for Federal Program 1, the language may state that the recipient must comply with a specific law(s), rule(s), or regulation(s) that pertains to how the awarded resources must be used or how eligibility determinations are to be made. The State awarding agency, if practical, may want to attach a copy of the specific law, rule, or regulation referred to.

NOTE: Section .400(d) of OMB Circular A-133, as revised, and Section 215.97(5)(a), Florida Statutes, require that the information about Federal Programs and State Projects included in Exhibit 1 be provided to the recipient.

Attachment A

Budget and Scope of Work

A. Proposed Program Budget

Below is a general budget which outlines eligible categories and their allocation under this award. The Recipient is to utilize the "Proposed Program Budget" as a guide for completing the "Budget Detail Worksheet" below.

Urban Area Security Initiative – Ft. Lauderdale Urban Area – Issue 61	City of Miramar	Eligible Activities as outlined in the Scope of Work	\$7,185,600
		Operational Activities (the dollar amount which corresponds to 25% of the total award is shown in the column on the right)	\$2,495,000
		Management & Administration (the dollar amount which corresponds to 3% of the total award is shown in the column on the right)	\$299,400

- ⚡ No more than 3% of the total award may be expended on Management and Administration costs by the Recipient.
- ⚡ No more than 25% of the total award may be used to support select Operational Activities by the Recipient and written approval must be provided by the State prior to the use of any FY 2006 UASI funds for operational activities.
- ⚡ At the discretion of the Recipient, funds allocated to Management and Administration and/or Operational Activities (as described in the "Proposed Program Budget") may be put towards Programmatic costs instead.

Budget Detail Worksheet

The Recipient is required to provide a completed budget detail worksheet, to the Division, which accounts for the total award for issue as described in the "Proposed Program Budget".

If any changes need to be made to the "Budget Detail Worksheet", after the execution of this contract, contact the contract manager listed in this contract via email or letter.

Public Education/Outreach			
Develop and implement homeland security support programs and adopt ongoing DHS national initiatives			
Develop and enhance plans and protocols			
Develop or conduct assessments			
Establish, enhance, or evaluate Citizen Corps-related volunteer programs			
Hiring of full or part-time staff or contractors/consultants to assist with planning activities (not for the purpose of hiring public safety personnel fulfilling traditional public safety duties)			
Conferences to facilitate planning activities			
Materials required to conduct planning activities			
Travel/per diem related to planning activities			
Overtime and backfill costs – Payment of overtime expenses will be for work performed by award (SAA) or sub-award employees in excess of the established work week (usually 40 hours) related to the planning activities for the development and implementation of the programs under HSGP.			
Other projects areas with prior approval from G & T			
Overtime for information, investigative, and intelligence sharing activities			

<p>Reimbursement of select operational expenses associated with increased security measures at critical infrastructure sites, incurred during time periods of DHS-declared Code Orange or Yellow (limited to 10%) or Code Orange (limited to the remaining 15%). Funds may only be used in the following authorized categories:</p> <ul style="list-style-type: none"> • Backfill and overtime expenses for staffing state or local EOCs • Hiring of contracted security for critical infrastructure sites • Public safety overtime • National Guard deployments to protect critical infrastructure sites • Increased border security activities in coordination with CBP. 			
Hiring of contractors/consultants for participation in information/intelligence analysis and sharing groups or intelligence fusion center activities			
<p>Overtime and backfill funding for emergency preparedness and response personnel attending G & T-sponsored and approved training classes.</p> <p>Grantees may also use G & T grant funds to cover overtime and backfill expenses for part-time and volunteer emergency response personnel participating in G & T training.</p> <p>UASI funds may also be used for training citizens in awareness, prevention, protection, response, and recovery skills</p>			
Training Workshops and Conferences -			
Full or Part-Time Staff or Contractors/Consultants			
Travel			
Supplies			
Other items			
<p>A complete list of G & T approved courses may be found at www.ojp.usdoj.gov/G & T/docs/Eligible_Federal_Courses.pdf</p>			

<p>Exercise Planning Workshop - Grant funds may be used to plan and conduct an Exercise Planning Workshop to include costs related to planning, meeting space and other meeting costs, facilitation costs, materials and supplies, travel and exercise plan development.</p>			
<p>Full or Part-Time Staff or Contractors/Consultants - Full or part-time staff may be hired to support exercise-related activities. Payment of salaries and fringe benefits must be in accordance with the policies of the state or local unit(s) of government and have the approval of the state or the awarding agency, whichever is applicable. The services of contractors/consultants may also be procured to support the design, development, conduct and evaluation of CBRNE exercises. The applicant's formal written procurement policy or the Federal Acquisition Regulations (FAR) must be followed.</p>			
<p>Overtime and backfill costs – Overtime and backfill costs associated with the design, development and conduct of CBRNE exercises are allowable expenses.</p> <p>Grantees may also use G & T grant funds to cover overtime and backfill expenses for part-time and volunteer emergency response personnel participating in G & T exercises.</p>			
<p>Travel - Travel costs (i.e., airfare, mileage, per diem, hotel, etc.) are allowable as expenses by employees who are on travel status for official business related to the planning and conduct of the exercise project(s). These costs must be in accordance with state law as highlighted in the OJP Financial Guide. States must also follow state regulations regarding travel. If a state or territory does not have a travel policy they must follow federal guidelines and rates, as explained in the OJP Financial Guide. For further information on federal law pertaining to travel costs please refer to http://www.ojp.usdoj.gov/FinGuide.</p>			
<p>Supplies - Supplies are items that are expended or consumed during the course of the planning and conduct of the exercise project(s) (e.g., copying paper, gloves, tape, non-sterile masks, and disposable protective equipment).</p>			
<p>Other Items - These costs include the rental of space/locations for exercise planning and conduct, exercise signs, badges, etc.</p>			

<p>Eligible Equipment Acquisition Costs The table below highlights the allowable equipment categories for this award. A comprehensive listing of these allowable equipment categories, and specific equipment eligible under each category, can be found on the web-based Authorized Equipment List at: http://www.rkb.mipt.org</p> <ul style="list-style-type: none"> ➤ Register on the website ➤ Log into the website ➤ Click on "search the RKB" ➤ Click on "DHS SLGCP Authorized Equipment List (AEL) – FY2006" ➤ If you wish to purchase a piece of equipment from any category below, then in the space given below that category, put the "AEL item number" and "title" 	Quantity	Unit Cost	Total Cost
Personal protective equipment			
e.g., 1.12.2.1, Covers, Outer Footwear			
Explosive device mitigation and remediation equipment			
CBRNE operational search and rescue equipment			
Information technology			
Cyber security enhancement equipment			
Interoperable communications equipment			
Detection equipment			
Decontamination equipment			
Medical supplies and limited pharmaceuticals			
Power equipment			
CBRNE reference materials			
CBRNE incident response vehicles			
Terrorism incident prevention equipment			
Physical security enhancement equipment			
Inspection and Screening systems			

Aggravated Terrorism Prevention, Response, and Mitigation Equipment			
CBRNE Response Watercraft			
CBRNE Aviation Equipment			
CBRNE (Level 2) Support Equipment			
Intervention Equipment			
<small>Other CBRNE equipment costs included by congressional appropriation only. If the Withheld amount is to be provided by OIG, refer to the USCAI report FY 2006 (USCAI 06-010 Construction of equipment)</small>			
Up to 15% of programmatic spending may be used to support the hiring of full or part-time staff to conduct eligible programmatic activities			
Hiring of full-time or part-time staff or contractors/consultants:			
<ul style="list-style-type: none"> o To assist with the management of FY06 HSGP. o To assist with design, requirements, and implementation of FY06 HSGP. o To assist with the implementation and administration of the State Homeland Security Strategy, as it may relate to the individual grant program. 			
Hiring of full-time or part-time staff or contractors/consultants and expenses related to:			
<ul style="list-style-type: none"> o HSGP application submission management activities and application requirements. o Meeting compliance with reporting/data collection requirements, including data calls. 			
Development of operating plans for information collection and processing necessary to respond to DHS/G & T data calls.			

<p>Overtime and backfill costs – Payment of overtime expenses will be for work performed by award (SAA) or sub-award employees in excess of the established work week (usually 40 hours) related to the M&A activities for the development and implementation of the programs under HSGP. These costs are allowed only to the extent the payment for such services is in accordance with the policies of the state or local unit(s) of government and has the approval of the state or the awarding agency, whichever is applicable. In no case is dual compensation allowable. That is, an employee of a unit of government may not receive compensation from their unit or agency of government AND from an award for a single period of time (e.g., 1:00 pm to 5:00 pm), even though such work may benefit both activities. Fringe benefits on overtime hours are limited to Federal Insurance Contributions Act (FICA), Workers' Compensation and Unemployment Compensation.</p>			
<p>Travel expenses</p>			
<p>Meeting-related expenses (For a complete list of allowable meeting-related expenses, please review the OJP Financial Guide at http://www.ojp.usdoj.gov/FinGuide).</p>			
<p>Acquisition of authorized office equipment, including personal computers, laptop computers, printers, LCD projectors, and other equipment or software which may be required to support the implementation of the homeland security strategy.</p>			
<p>The following are allowable only within the contract period:</p> <ul style="list-style-type: none"> o Recurring fees/charges associated with certain equipment, such as cell phones, faxes, etc. o Leasing and/or renting of space for newly hired personnel to administer programs within FY06 UASI. 			

B. Scope of Work

Funding is provided to perform eligible activities as identified in the Office of Grants and Training Fiscal Year 2006 Urban Area Security Initiative (UASI) Grant Program, consistent with the Department of Homeland Security State Strategy and the Urban Area Strategy. Eligible activities are outlined in the Scope of Work for each category below:

I. Categories and Eligible Activities

Urban Area Security Initiative

FY2006 UASI allowable costs are divided into the following categories: planning, organization, equipment, training and exercises. In addition, management and administration costs are also allowable, as are certain operational costs. Each category's allowable costs have been listed in more detail in the "Budget Detail Worksheet" above.

A. Planning

Developing and implementing homeland security support programs and adopting DHS national initiatives including but not limited to the following:

- Costs associated with implementing the National Preparedness Goal and Guidance
- Costs associated with implementing and adopting NIMS
- Costs associated with modifying existing incident management and Emergency Operating Procedures (EOPs) to ensure proper alignment with the NRP coordinating structures, processes, and protocols
- Establishing or enhancing mutual aid agreements
- Developing communications and interoperability protocols and solutions
- Conducting local, regional, and tribal program implementation meetings
- Developing or updating resource inventory assets in accordance to typed resource definitions issued by the NIC
- Designing state and local geospatial data systems
- Conducting public education and outreach campaigns, including promoting individual, family and business emergency preparedness; alerts and warnings education; and evacuation plans

Developing related critical infrastructure terrorism prevention activities including:

- Planning to enhance security during heightened alerts, during terrorist incidents, and/or during mitigation and recovery
- Multi-discipline preparation across first responder community, including EMS for response to catastrophic events and acts of terrorism
- Public information/education: printed and electronic materials, public service announcements, seminars/town hall meetings, web postings coordinated through local Citizen Corps Councils
- Citizen Corps volunteer programs and activities to strengthen citizen participation
- Evaluating CIP security equipment and/or personnel requirements to protect and secure sites
- Conduct public education campaigns, including promoting individual, family and business emergency preparedness; promoting the Ready campaign; and/or creating State, regional or local emergency preparedness efforts that build on the Ready campaign
- Evaluating CIP security equipment and or personnel requirements to protect and secure sites
- Cost assessments, including resources (financial, personnel, etc.) required for security enhancements/deployments.

Developing and enhancing plans and protocols, including but not limited to:

- Developing or enhancing EOPs and operating procedures
 - Developing terrorism prevention/deterrence plans
 - Developing plans, procedures, and requirements for the management of infrastructure and resources related to HSGP and implementation of State or Urban Area Homeland Security Strategies
 - Developing or enhancing border security plans
 - Developing or enhancing cyber security plans
 - Developing or enhancing cyber risk mitigation plans
 - Developing or enhancing agriculture/food security risk mitigation, response, and recovery plans
 - Developing public/private sector partnership emergency response, assessment, and resource sharing plans
-
- Developing or updating local or regional communications plans
 - Developing plans to support and assist special needs jurisdictions, such as port authorities and rail and mass transit agencies
 - Developing or enhancing continuity of operations and continuity of government plans
 - Developing or enhancing existing catastrophic incident response and recovery plans to include and integrate federal assets provided under the NRP.
 - Developing or enhancing evacuation plans
 - Developing or enhancing citizen surge capacity

Developing or conducting assessments, including but not limited to:

- Conducting point vulnerability assessments at critical infrastructure sites/key assets and develop remediation/security plans
- Conducting cyber risk and vulnerability assessments
- Conducting assessments and exercises of existing catastrophic incident response and recovery plans and capabilities to identify critical gaps that cannot be met by existing local and state resources
- Activities which directly support the identification of specific catastrophic incident priority response and recovery projected needs across disciplines (e.g. law enforcement, fire, EMS, public health, behavioral health, public works, agriculture, information technology, and citizen preparedness
- Activities which directly support the identification and advance preparation of pre-designated temporary housing sites.

Other eligible planning activities are listed in the "Budget Detail Worksheet" above.

B. Operational Activities

No more than 25% of the gross amount of the UASI award may be used for operational expenses and overtime costs for the operational activities noted below. These funds may be used for the following three (3) operational activities:

1. States and local jurisdictions may use up to 25% of FY05 UASI funds to support select operational overtime costs associated with increased security measures at critical infrastructure sites in UASI jurisdictions during periods of heightened alert.
 - Of this amount, up to 10% of FY05 UASI funds may be used to support operational overtime costs incurred at Code Yellow or Orange that are associated with increased security measures at critical infrastructure sites in UASI jurisdictions.

- ✦ The remaining 15% of FY05 UASI funds may be used to support operational overtime costs incurred only at Code Orange that are associated with increased security measures at critical infrastructure sites in UASI jurisdictions.

Grantees and sub-grantees may use UASI funds for select operational expenses associated with increased security measures at critical infrastructure sites, incurred during time periods of DHS-declared Code Orange or Yellow. Funds may only be used in the following authorized categories:

- ✦ Backfill and overtime expenses for staffing state or local EOCs
 - ✦ Hiring of contracted security for critical infrastructure sites
 - ✦ Public safety overtime
 - ✦ National Guard deployments to protect critical infrastructure sites, including all resources that are part of the standard National Guard deployment package (consumable costs, such as fuel expenses, are not allowed except as part of the standard National Guard deployment package)
 - ✦ Increased border security activities in coordination with CBP.
2. Overtime costs are also allowable for personnel to participate in information, investigative, and intelligence sharing activities specifically related to homeland security. This includes activities such as anti-terrorism task forces, Joint Terrorism Taskforces (JTTF), Area Maritime Security Committees (as required by the Maritime Transportation Security Act of 2002), and Terrorism Early Warning (TEW) groups.
 3. Hiring of contractors/consultants for participation in information/intelligence sharing groups or intelligence fusion centers.
 4. **Critical Infrastructure Sites**

Local governments should generally consider critical infrastructure to include any system or asset that if attacked would result in catastrophic loss of life and/or catastrophic economic loss. In addition, protection for the following specific types of facilities should also be considered:

- ✦ Protective security enhancements for large public gatherings/areas, such as New Year's Eve celebrations, sporting events and outdoor concerts
- ✦ Public water systems serving large population centers
- ✦ Primary data storage and processing facilities, major stock exchanges and major banking centers
- ✦ Chemical facilities located in close proximity to large population centers
- ✦ Major power generation facilities that exceed 2000MW and if successfully attacked would disrupt the regional electric grid
- ✦ Hydroelectric facilities and dams that produce power in excess of 2000MW or could result in catastrophic loss of life if breached
- ✦ Nuclear Power plants
- ✦ Electric substations 500KV or larger, and substations 345KV or larger that are part of a critical system supporting populations in excess of one million people
- ✦ Rail and highway bridges over major waterways that, if destroyed, would cause catastrophic economic loss
- ✦ Major highway tunnels under waterways that if attacked would cause catastrophic loss of life or catastrophic economic impact

- ✦ Major natural gas transmission pipelines in excess of 3000 bcf throughput
- ✦ Natural gas and liquid natural gas (LNG) storage facilities
- ✦ Major petroleum handling facilities such as pipelines, ports, refineries and terminals
- ✦ Major mass transit subway systems and the supporting ventilation systems
- ✦ Telecommunications, internet, and cyber facilities

5. Approval Process:

In order for grantees to drawdown funds for operational activities, the grantee must provide the Division with:

- ✦ The critical infrastructure site requiring additional security;
- ✦ If an event will be taking place, the title of the event and the time period of the event;
- ✦ A detailed budget and a total dollar amount associated with the additional security;

Email the above information to the contract manager listed in this contract for review and approval.

Note: Written approval must be provided by the State prior to the use of any FY 2006 UASI funds for operational activities.

C. Equipment Acquisition

Any equipment purchased, under this contract, must be in accordance with the Authorized Equipment List (AEL), located at http://www1.rkb.mipt.org/ael_fy2006.cfm.

D. Training

Allowable training-related costs include: 1) establishment of CBRNE terrorism and cyber security training programs within existing training academies, universities or junior colleges; and 2) overtime and backfill costs associated with attendance at G & T-sponsored and G & T approved CBRNE and cyber security training courses. The target audience for training courses include emergency preparedness, prevention and response personnel, emergency managers and public/elected officials within the following disciplines: fire service, law enforcement, emergency management, emergency medical services, hazardous materials, public works, public health, health care, public safety communications, governmental administrative, cyber security, and private security providers. In order to deliver these courses, state and local instructors must be certified to deliver the course by successfully completing G & T train-the-trainer course delivery. Detailed descriptions of G & T courses are included in the G & T CBRNE Training Course Catalog at <http://www.ojp.usdoj.gov/G & T/docs/coursecatalog.pdf>.

E. Exercises

Exercises conducted with G & T support (grant funds or direct support) must be managed and executed in accordance with the Homeland Security Exercise and Evaluation Program (HSEEP). HSEEP Volumes I-III contains guidance and recommendations for designing, developing, conducting, and evaluating exercises. HSEEP Volumes I-III can be found at G & T's website at [http://www.ojp.usdoj.gov/G & T/exercises.htm](http://www.ojp.usdoj.gov/G&T/exercises.htm). Volume IV, which contains sample exercise materials and documents, can be found on G & T's Secure Portal at [https://G & T.esportals.com](https://G&T.esportals.com) or <http://www.ils.gov>.

F. Personnel

Hiring, overtime and backfill expenses are allowable only to perform programmatic activities deemed allowable under existing guidance. Supplanting however is not allowed.

Up to 15% of programmatic spending may be used to support the hiring of full or part-time personnel to conduct program activities that are allowable under the entire FY 2006 HHSGP (i.e., planning, training, program management, exercise program management, etc.) Grantees may request that DHS issue a waiver to increase that ceiling. Waiver decisions are at the discretion of DHS and will be considered on a case-by-case basis. The ceiling on personnel costs does not apply to contractors, and is in addition to eligible M & A costs and eligible hiring of intelligence analysts. Grantees may hire staff only for program management functions not operational duties. Hiring planners, training program coordinators, exercise managers, and grant administrators fall within the scope of allowable program management functions. Grant funds may not be used to support the hiring of sworn public safety officers to fulfill traditional public safety duties

G. Management and Administration - no more than 3% of each sub-recipient's total award may be expended on Management and Administration costs by the sub-recipients

Hiring of full-time or part-time staff or contractors/consultants:

- ✚ To assist with the management of the FY2006 UASI
- ✚ To assist with design, requirements and the implementation of the FY2006 UASI
- ✚ To assist with the implementation and administration of the Urban Area Homeland Security Strategy, as it may relate to the FY2006 UASI

Hiring of full-time or part-time staff or contractors/consultants and expenses related to:

- ✚ Meeting compliance reporting/data collection requirements, including data calls

Development of operating plans for information collection and processing necessary to respond to DHS/G & T data calls

Overtime and backfill costs - Payment of overtime expenses will be for work performed by award (SAA) or sub-award employees in excess of the established work week (usually 40 hours) related to the M&A activities for the development and implementation of the programs under HSGP. These costs are allowed only to the extent the payment for such services is in accordance with the policies of the state or local unit(s) of government and has the approval of the state or the awarding agency, whichever is applicable. In no case is dual compensation allowable. That is, an employee of a unit of government may not receive compensation from their unit or agency of government AND from an award for a single period of time (e.g., 1:00 pm to 5:00 pm), even though such work may benefit both activities. Fringe benefits on overtime hours are limited to Federal Insurance Contributions Act (FICA), Workers' Compensation and Unemployment Compensation.

Travel expenses

Meeting-related expenses (For a complete list of allowable meeting-related expenses, please review the OJP Financial Guide at <http://www.ojp.usdoj.gov/FinGuide>).

Acquisition of authorized office equipment, including:

- Personal computers
- Laptop computers
- Printers
- LCD projectors, and
- Other equipment or software which may be required to support the implementation of the homeland security strategy

The following are allowable only within the period of performance of the contract:

- Recurring fees/charges associated with certain equipment, such as cell phones, faxes, etc.
- Leasing and/or renting of space for newly hired personnel to administer programs within the FY2006 UASI

H. Construction and Renovation

Project construction and renovation not exceeding \$1,000,000 is also allowable, as deemed necessary by the Office of G & T, under the FY 2006 UASI. These program funds may be used for construction and renovation projects only when those projects specifically address enhanced security at critical infrastructure facilities. The following actions and improvements are considered to constitute construction or renovation:

- Construction and/or renovation to guard facilities;
- Communications antennas; and,
- Any other construction or renovation efforts that change or expand the footprint of a facility or structure, including security enhancements to improve perimeter security.

1. Approval Process:

- In order for grantees to drawdown funds for construction and renovation costs, the grantee must provide the Division with:
- A description of the asset or facility, asset location, whether the infrastructure is publicly or privately owned, and the construction or renovation project;
 - Certification that a facility vulnerability assessment has been conducted for the facility;

- A description of how the construction or renovation project will address the identified vulnerability(ies) from the assessment;
- A statement on the consequences of not implementing the construction or renovation project; and,
- Completed National Environmental Policy Act (NEPA) Compliance Checklist.

Note: Written approval must be provided by G & T prior to the use of any FY 2006 UASI funds for construction or renovation.

I. Overtime and Backfill Guidance

Overtime. Expenses incurred by those personnel who, as a result of G & T-approved activities, are performing over and above their normal, scheduled work hours or work week.

Backfill (also called Overtime as Backfill). Expenses incurred by those personnel who are working over and above their normal, scheduled work hours, or work week, in order to perform the duties of other personnel who are temporarily assigned to G & T-approved activities outside their core responsibilities. The OJP OC does not distinguish between Overtime and Overtime as Backfill – they are both viewed as overtime regardless of whether the individual has performed more hours in their normally assigned place of duty or if the overtime accrued as a result of being re-assigned to a different place of duty. Overtime and backfill do not result in an increase of full-time employees (FTEs).

II. National Preparedness Initiatives

Urban Areas are strongly encouraged to pay close attention to the language in these sections in order to stay abreast of initiatives being highlighted by DHS and to comply with associated program requirements.

National Preparedness Initiatives

Urban Areas are strongly encouraged to pay close attention to the language in these sections in order to stay abreast of initiatives being highlighted by DHS and to comply with associated program requirements.

1. National Incident Management System (NIMS)

NIMS provides a consistent nationwide approach for federal, state, territorial, tribal, and local governments to work effectively and efficiently together to prepare for, prevent, respond to, and recover from domestic incidents, regardless of cause, size or complexity. Since FY2005 is a critical year for initial NIMS adoption, the Recipient should start now by prioritizing FY2005 preparedness assistance (in accordance with the eligibility and allowable uses of the grant) to facilitate its implementation.

1. Minimum FY2006 NIMS Compliance Requirements

- Incorporating NIMS into existing training programs and exercises;
- Ensuring that federal preparedness funding supports NIMS implementation (in accordance with the eligibility and allowable uses of the grants);
- Incorporating NIMS into emergency operations planning;
- Promotion of mutual aid agreements; and,
- Institutionalizing the use of the Incident Command System (ICS).

2. UASIs should support NIMS implementation by:

- ✦ Having relevant personnel complete the NIMS Awareness Courses: These independent study courses are available on-line and will take between forty-five minutes to three hours to complete. The course is available on the Emergency Management Institute web page at: <http://training.fema.gov>
- ✦ Formally recognizing NIMS and adopting NIMS principles and policies. The NIC will provide sample language and templates to assist in formally adopting NIMS through legislative and/or executive/administrative means.
- ✦ Establish a NIMS baseline by determining which NIMS requirements are already satisfied. The NIC is developing a web-based self-assessment system, the NIMS Capability Assessment Support Tool (NIMCAST) to evaluate their incident response and management capabilities. The NIC is currently piloting the NIMCAST with a limited number of states. Upon completion of the pilot, the NIC will provide all potential future users with voluntary access to the system

1. FY 2006 and FY 2007 Requirements

In order for the State/UASI to receive FY2007 preparedness funding, the minimum FY2006 compliance requirements described above must be met. Additional information about NIMS compliance and resources for achieving compliance will be forthcoming from the NIC. The NIC web page, <http://www.fema.gov/nims>, will be updated regularly with NIMS information and implementation guidance.

2. Unauthorized Expenditures

- ✦ Expenditures for items such as general-use software (word processing, spreadsheet, graphics, etc.)
- ✦ General-use computers and related equipment
- ✦ General-use vehicles

- ✦ Licensing fees
- ✦ Weapons systems and ammunition
- ✦ Construction or renovation of facilities that would have been reasonably necessary due to non-terrorist threats
- ✦ Activities unrelated to the completion and implementation of the UASI
- ✦ Other items not in accordance with the Authorized Equipment List or previously listed as allowable costs
- ✦ Recurring Costs
- ✦ Funding may not be used to supplant ongoing, routine public safety activities of state and local emergency responders, and may not be used to hire staff for operational activities or backfill.

II. Memorandum of Understanding (MOU) Requirements

For any UASI programs involving pass-through of funds, the state may retain some or the entire local unit of government's allocation of grant funds for expenditures made by the state on behalf of the local unit of government only if requested in writing by that local unit of government. States holding grant funds on behalf of local units of government must enter into a formal MOU with the local unit of government specifying the amount of funds to be retained by the state and the intended use of funds. This MOU request must be initiated by the local unit of government. A final, executable copy of the MOU must be provided to the Division.

IV. Reporting Requirements

- A. **Quarterly Programmatic Reporting:**
The Quarterly Programmatic Report is due within 30 days after the end of the reporting periods (March 30, June 30, September 30 and December 30) for the life of this contract. If a report(s) is delinquent, future financial reimbursements will be withheld until the Recipient's reporting is current.

Programmatic Reporting Schedule

Reporting Period	Report due to DEM no later than
January 1 through March 31	April 30
April 1 through June 30	July 31
July 1 through September 30	October 31
October 1 through December 31	January 31

Programmatic Reporting: Information to Report On

After the end of the June 30 and December 31 reporting period, for the life of the contract, the Division will provide a Biannual Strategy and Implementation Report worksheet to the Recipient Point of Contact listed in this contract. This worksheet will contain all of the information that the Recipient needs to report on. The Recipient is to complete this worksheet in its entirety and email the finished product to the programmatic contact listed below. The first worksheet will be available after the October 1 – September 30, 2006 reporting period.

- B. **Reimbursement Requests:**
A request for reimbursement may be sent to your contract manager for review and approval at anytime during the contract period. The Recipient should include the category's corresponding line item number in the "Detail of Claims" form. This number can be found in the "Proposed Program Budget". A line item number is to be included for every dollar amount listed in the "Detail of Claims" form.
- C. **Close-out Programmatic Reporting:**
The Close-out Report is due to the Florida Division of Emergency Management no later than 60 days after the contract is either completed or the contract has expired.

D. **Monitoring:**

Florida Division of Emergency Management
US Department of Homeland Security Grants Program
Grant Monitoring Process

Florida has enhanced the state and local capability and capacity to prevent, prepare and respond to terrorist threats since 1999 through various funding sources including federal grant funds. As the steward of the State Homeland Security Grant Program funds, projects and equipment the Florida Division of Emergency Management (FDEM) has a responsibility to track and monitor the status of the grant activity and items purchased.

The monitoring process detailed in this document is designed to assess a recipient agency's compliance with applicable state and federal guidelines. The FDEM is responsible for monitoring the programmatic and capability portion of the grant to include equipment procurement and compliance with applicable DHS grant guidance.

Monitoring is accomplished utilizing various methods including desk monitoring and site visits. There are two primary areas reviewed during monitoring activities - financial and programmatic/capability. Financial monitoring is the review of records associated with the purchase and disposition of property, projects and contracts. Capability review is the observation of equipment purchased, protocols and other associated records.

Various levels of financial and programmatic review may be accomplished during this process.

Desk monitoring is defined as the review of projects, financial activity and technical assistance between the program office and the applicant via e-mail and telephone. Site visits are defined as actual visits to the recipient agency's location by a team or members of FDEM or their designee, to actually observe records, procedures and equipment.

Frequency of annual monitoring activity:

Agencies whose total contracts exceed \$400,000 – 50% desk reviews, up to 50% site visits

Agencies serving as regional response teams – 25-50% site visits each year

Agencies whose total contracts are under \$400,000 and not part of a regional response team – 10% desk reviews, 10% site visits

Each year FDEM will identify recipient agencies to be monitored. A cumulative threshold of \$400,000 will be used for the initial determination of selection for site visits. The goal is 50% of the selected agencies to receive desk monitoring and up to 50% to receive a site visit. Additional agencies with a cumulative receipt less than \$400,000 may be selected.

All agencies who are a member of a regional response specialty team will receive a site visit annually. 10% of all other agencies that fall under the \$400,000 threshold and are not part of a regional response specialty team will receive a site visit and another 10% will receive a desk review.

Examples of areas that may be examined include:

- Status of equipment purchases
- Status of training for purchased equipment
- Status and number of response trainings conducted to include number trained
- Status and number of exercises
- Status of planning activity
- Anticipated projected completion
- Specific difficulties completing the project.

Agency NIMS compliance documentation

In certain circumstances, FDEM may be requested to provide additional monitoring/information if the activity or lack of on the part of a specific recipient has generated questions from the region, the sponsoring state agency or the FDEM leadership. The method of gathering this information will be determined on a case by case basis.

Desk monitoring is an on-going process. Each quarter project recipients will be surveyed to determine the status of their projects. If no activity is reported during the quarterly surveys the agency will be contacted to determine status. This contact will provide an opportunity to identify the need for technical assistance (TA) if the reviewer determines that a recipient is having difficulty completing their project.

As difficulties are identified the respective region or sponsoring agency will be notified by the program office via email. Information will include the grant recipient agency name, year and project description and the nature of the issue in question. Many of the issues that arise may be resolved at the regional or sponsoring agency level. Issues that require further TA will be referred to FDEM for assistance. Examples of TA include but are not limited to:

- Equipment selection or available vendors
- Eligibility of items or services
- Coordination and partnership with other agencies within or outside the region or discipline.

Site Visits

Site visits will be conducted by FDEM or their designated personnel. Site visits will be scheduled in advanced with the recipient agency POC designated in the grant agreement. Monitoring questionnaires will be provided in advance of the visit

The FDEM will also conduct the financial and grant file monitoring. These monitoring visits will be coordinate with the capability review visits. Subject matter experts from other agencies within the region or state may be called upon to assist in the form of a peer review as needed.

All findings related to the capability review will be documented and maintained within the FDEM.

Site Visit Protocol

The following outlines the monitoring protocol for the FDEM:

The site visits will begin with those grantees that are currently spending or have completed spending for that federal fiscal year (FFY). Site visits may be combined when geographically convenient. There is a site visit checklist to assist in the completion of all required tasks.

Site Visit Preparation

A letter will be sent to recipient agency POC stating the purpose of the site visit and sent at least 15 business days before the planned arrival date. FDEM personnel will call within the next 10 business days to schedule an appointment to review the grantee's program.

The physical location of any equipment located at an alternate site should be confirmed with a representative from that location and the address should be documented in the grantee folder before the site visit.

The appointment should be confirmed with the grantee in writing (email is acceptable) and documented in the grantee folder.

Any personnel from the FDEM attending the site visit will review the grantee's corresponding folder(s) before the visit. Prior to the visit, individual roles will be identified for the site visit. Copies of applicable documents will be made and distributed to the site visit team at a minimum of five (5) days before the visit. A reminder e-mail should be sent to all team members and the recipient POC one business day in advance of the site visit.

Site Visit

Once FDEM personnel have arrived at the site, an orientation conference will be conducted. During this time, the purpose of the site visit and the items FDEM intends to examine will be identified. If financial monitoring visit will be conducted, they will then explain their objectives and will proceed to perform the financial review.

FDEM personnel will review all files and supporting documentation. Once the supporting documentation has been reviewed, ODS personnel will conduct a tour/visual/spot inspection of equipment.

Each item should be visually inspected whenever possible. Bigger items (computers, response vehicles, etc.) should have an asset decal (information/serial number) placed in a prominent location on each piece of equipment as per recipient agency requirements. The serial number should correspond with the appropriate receipt to confirm purchase. Photographs should be taken of the equipment. (Large capitol expenditure in excess of \$1,000. per item)

If an item is not available (being used during time of the site visit), the appropriate documentation must be provided to prove that the particular piece of equipment can be accounted for. Once the tour/visual/spot inspection of equipment has been completed, the FDEM personnel will then conduct an exit conference with the grantee to review the findings.

Other programmatic issues can be discussed at this time, such as missing quarterly reports, payment voucher/reimbursement, equipment, questions, etc.

Post Site Visit

FDEM personnel will review the site visit worksheet as a team and receive notes from the Financial Review Team, if applicable.

Within 15 days of the site visit, a monitoring report will be generated and sent to the grantee explaining any citations and corrective actions or recommendations. The Site Visit Worksheet, report and photographs will then be included in the grantee's file along with any documents distributed at the site visit by the grantee.

I. Programmatic Point of Contact

Contractual Point of Contact	Programmatic Point of Contact
Carolyn Washington FDEM 2555 Shumard Oak Blvd. Tallahassee, FL 32399-2100 (850) 410-1271 Carolyn.washington@dca.state.fl.us	Tony Lamberth FDEM 2555 Shumard Oak Blvd. Tallahassee, FL 32399-2100 (850) 414-7770 Tony.Lamberth@dca.state.fl.us

II. **Contractual Responsibilities**

The FDEM shall determine eligibility of projects and approve changes in scope of work.

The FDEM shall administer the financial processes.

Attachment B

Program Statutes and Regulations

- 1) 53 Federal Register 8034
- 2) Federal Acquisition Regulations 31.2 and 031.2
- 3) Section 1352, Title 31, US Code
- 4) OMB Circulars A-21, A-87, A-110, A-122
- 5) Chapter 473, Florida Statutes
- 6) Chapter 215, Florida Statutes
- 7) Section 768.28, Florida Statutes
- 8) Chapter 119, Florida Statutes
- 9) Section 216.181(6), Florida Statutes
- 10) Cash Management Improvement Act Of 1990
- 11) American with Disabilities Act
- 12) Section 112.061, Florida Statutes
- 13) Immigration and Nationality Act
- 14) Section 286.011, Florida Statutes
- 15) E.O. 12372 and Uniform Administrative Requirements for Grants and Cooperative Agreements
28 CFR, Part 66, Common rule,
- 16) Uniform Relocation Assistance and Real Property Acquisitions Act of 1970
- 17) Section 102(a) of the Flood Disaster Protection Act of 1973, Public Law 93-234, 87 Stat. 975
- 18) Section 106 of the National Historic Preservation Act of 1966 as amended (16 USC 470),
Executive Order 11593
- 19) Archeological and Historical Preservation Act of 1966 (16 USC 569a-1 et seq.)
- 20) Title I of the Omnibus Crime Control and Safe Streets Act of 1968,
- 21) Juvenile Justice and Delinquency Prevention Act, or the Victims of Crime Act
- 22) 28 CFR applicable to grants and cooperative agreements
- 23) Omnibus Crime Control and Safe Streets Act of 1968, as amended,
- 24) 42 USC 3789(d), or Victims of Crime Act (as appropriate);
- 25) Title VI of the Civil Rights Act of 1964, as amended;
- 26) Section 504 of the Rehabilitation Act of 1973, as amended;
- 27) Subtitle A, Title II of the Americans with Disabilities Act (ADA) (1990);
- 28) Title IX of the Education Amendments of 1972;
- 29) the Age Discrimination Act of 1975; Department of Justice Non-Discrimination Regulations,
- 30) 28 CFR Part 42, Subparts C,D,E, and G
- 31) Department of Justice regulations on disability discrimination, 28 CFR Part 35 and Part 39.
- 32) Federal Acquisition Regulations 31.2 and 931.2

Attachment C

JUSTIFICATION OF ADVANCE PAYMENT

RECIPIENT:

Indicate by checking one of the boxes below, if you are requesting an advance. If an advance payment is requested, budget data on which the request is based must be submitted. Any advance payment under this Agreement is subject to s. 216.181(16)(a)(b), Florida Statutes. The amount which may be advanced shall not exceed the expected cash needs of the recipient within the initial three months.

NO ADVANCE REQUESTED
 No advance payment is requested. Payment will be solely on a reimbursement basis. No additional information is required.

ADVANCE REQUESTED
 Advance payment of \$ _____ is requested. Balance of payments will be made on a reimbursement basis. These funds are needed to pay staff, award benefits to clients, duplicate forms and purchase start-up supplies and equipment. We would not be able to operate the program without this advance.

ADVANCE REQUEST WORKSHEET

If you are requesting an advance, complete the following worksheet

DESCRIPTION		(A) FFY 2003-2004	(B) FFY 2004-2005	(C) FFY 2005-2006	(D) Total
1	INITIAL CONTRACT ALLOCATION				
2	FIRST THREE MONTHS CONTRACT EXPENDITURES ¹				
3	AVERAGE PERCENT EXPENDED IN FIRST THREE MONTHS (Divide line 2 by line 1.)				

¹ First three months expenditures need only be provided for the years in which you requested an advance. If you do not have this information, call your consultant and they will assist you.

MAXIMUM ADVANCE ALLOWED CALCULATION:

$$\text{Cell D3} \times \$ \text{DCA/DEM Award (Do not include any match)} = \text{MAXIMUM ADVANCE}$$

REQUEST FOR WAIVER OF CALCULATED MAXIMUM

- Recipient has no previous DCA/DEM contract history. Complete Estimated Expenses chart and Explanation of Circumstances below.
- Recipient has exceptional circumstances that require an advance greater than the Maximum Advance calculated above.

Complete estimated expenses chart and Explanation of Circumstances below. Attach additional pages if needed.

ESTIMATED EXPENSES	
BUDGET CATEGORY	2006-2007 Anticipated Expenditures for First Three Months of Contract
ADMINISTRATIVE COSTS (Include Secondary Administration.)	
PROGRAM EXPENSES	
TOTAL EXPENSES	

Explanation of Circumstances:

Attachment D

Warranties and Representations

Financial Management

Recipient's financial management system shall provide for the following:

- (1) Accurate, current and complete disclosure of the financial results of this project or program
- (2) Records that identify adequately the source and application of funds for all activities. These records shall contain information pertaining to grant awards, authorizations, obligations, unobligated balances, assets, outlays, income and interest.
- (3) Effective control over and accountability for all funds, property and other assets. Recipient shall adequately safeguard all such assets and assure that they are used solely for authorized purposes.
- (4) Comparison of expenditures with budget amounts for each Request For Payment. Whenever appropriate, financial information should be related to performance and unit cost data.
- (5) Written procedures for determining the reasonableness, allocability and allowability of costs in accordance with the provisions of the applicable cost principles and the terms and conditions of this grant.
- (6) Accounting records, including cost accounting records that are supported by source documentation.

Competition.

All procurement transactions shall be conducted in a manner to provide, to the maximum extent practical, open and free competition. The Recipient shall be alert to conflicts of interest as well as noncompetitive practices among contractors that may restrict or eliminate competition or otherwise restrain trade. In order to ensure objective contractor performance and eliminate unfair competitive advantage, contractors that develop or draft specifications, requirements, statements of work, invitations for bids and/or requests for proposals shall be excluded from competing for such procurements. Awards shall be made to the bidder or offeror whose bid or offer is responsive to the solicitation and is most advantageous to the Recipient, price, quality and other factors considered. Solicitations shall clearly set forth all requirements that the bidder or offeror shall fulfill in order for the bid or offer to be evaluated by the Recipient. Any and all bids or offers may be rejected when it is in the Recipient's interest to do so.

Codes of conduct.

The Recipient shall maintain written standards of conduct governing the performance of its employees engaged in the award and administration of contracts. No employee, officer, or agent shall participate in the selection, award, or administration of a contract supported by public grant funds if a real or apparent conflict of interest would be involved. Such a conflict would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or other interest in the firm selected for an award. The officers, employees, and agents of the Recipient shall neither solicit nor accept gratuities, favors, or anything of monetary value from contractors, or parties to subcontracts. The standards of conduct shall provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents of the recipient.

Business Hours

The Recipient shall have its offices open for business, with the entrance door open to the public, and at least one employee on site, from _____

Licensing and Permitting

All subcontractors or employees hired by the Recipient shall have all current licenses and permits required for all of the particular work for which they are hired by the Recipient.

Attachment E



Contractor Covered Transactions

- (1) The prospective contractor of the Recipient, _____, certifies, by submission of this document, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- (2) Where the Recipient's contractor is unable to certify to the above statement, the prospective contractor shall attach an explanation to this form.

CONTRACTOR:

By: _____
Signature

Recipient's Name

Name and Title

Division Contract Number

Street Address

City, State, Zip

Date

Attachment F
Statement of Assurances

The Recipient hereby assures and certifies compliance with all Federal statutes, regulations, policies, guidelines and requirements, including OMB Circulars No. A-21, A-110, A-122, A-128, A-87; E.O. 12372 and Uniform Administrative Requirements for Grants and Cooperative Agreements 28 CFR, Part 66, Common rule, that govern the application, acceptance and use of Federal funds for this federally-assisted project. Also the Applicant assures and certifies that:

1. It will comply with requirements of the provisions of the Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (P.L. 91-646) which provides for fair and equitable treatment of persons displaced as a result of Federal and federally-assisted programs.
2. It will comply with provisions of Federal law which limit certain political activities of employees of a State or local unit of government whose principal employment is in connection with an activity financed in whole or in part by Federal grants. (5 USC 1501, et seq.)
3. It will comply with the minimum wage and maximum hours provisions of the Federal Fair Labor Standards Act.
4. It will establish safeguards to prohibit employees from using their positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business, or other ties.
5. It will 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.
6. It will comply with all requirements imposed by the Federal sponsoring agency concerning special requirements of law, program requirements, and other administrative requirements.
7. It will insure that the facilities under its ownership, lease or supervision which shall be utilized in the accomplishment of the project are not listed on the Environmental Protection Agency's (EPA) list of Violating Facilities and that it will notify the Federal grantor agency of the receipt of any communication from the Director of the EPA Office of Federal Activities indicating that a facility to be used in the project is under consideration for listing by the EPA.
8. It will comply with the flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973, Public Law 93-234, 87 Stat. 975, approved December 31, 1976, Section 102(a) requires, on and after March 2, 1975, the purchase of flood insurance in communities where such insurance is available as a condition for the receipt of any Federal financial assistance for construction or acquisition purposes for use in any area that has been identified by the Secretary of the Department of Housing and Urban Development as an area having special flood hazards. The phrase "Federal financial assistance" includes any form of loan, grant, guaranty, insurance payment, rebate, subsidy, disaster assistance loan or grant, or any other form of direct or indirect Federal assistance.
9. It will assist the Federal grantor agency in its compliance with Section 106 of the National Historic Preservation Act of 1966 as amended (16 USC 470), Executive Order 11593, and the Archeological and Historical Preservation Act of 1966 (16 USC 569a-1 et seq.) by (a) consulting with the State Historic Preservation Officer on the conduct of investigations, as necessary, to identify properties listed in or eligible for inclusion in the National Register of Historic Places that are subject to adverse effects (see 36 CFR Part 800.8) by the activity, and notifying the Federal grantor agency of the existence of any such properties and by (b) complying with all requirements established by the Federal grantor agency to avoid or mitigate adverse effects upon such properties.

10. It will comply, and assure the compliance of all its subgrantees and contractors, with the applicable provisions of Title I of the Omnibus Crime Control and Safe Streets Act of 1968, as amended, the Juvenile Justice and Delinquency Prevention Act, or the Victims of Crime Act, as appropriate; the provisions of the current edition of the Office of Justice Programs Financial and Administrative Guide for Grants, M7100.1; and all other applicable Federal laws, orders, circulars, or regulations.

11. It will comply with the provisions of 28 CFR applicable to grants and cooperative agreements including Part 18, Administrative Review Procedure; Part 20, Criminal Justice Information Systems; Part 22, Confidentiality of Identifiable Research and Statistical Information; Part 23, Criminal Intelligence Systems Operating Policies; Part 30, Intergovernmental Review of Department of Justice Programs and Activities; Part 42, Nondiscrimination/Equal Employment Opportunity Policies and Procedures; Part 61, Procedures for Implementing the National Environmental Policy Act; Part 63, Floodplain Management and Wetland Protection Procedures; and Federal laws or regulations applicable to Federal Assistance Programs.

12. It will comply, and all its contractors will comply, with the non-discrimination requirements of the Omnibus Crime Control and Safe Streets Act of 1968, as amended, 42 USC 3789(d), or Victims of Crime Act (as appropriate); Title VI of the Civil Rights Act of 1964, as amended; Section 504 of the Rehabilitation Act of 1973, as amended; Subtitle A, Title II of the Americans with Disabilities Act (ADA) (1990); Title IX of the Education Amendments of 1972; the Age Discrimination Act of 1975; Department of Justice Non-Discrimination Regulations, 28 CFR Part 42, Subparts C,D,E, and G; and Department of Justice regulations on disability discrimination, 28 CFR Part 35 and Part 39.

13. In the event a Federal or State court or Federal or State administrative agency makes a finding of discrimination after a due process hearing on the Grounds of race, color, religion, national origin, sex, or disability against a recipient of funds, the recipient will forward a copy of the finding to the Office for Civil Rights, Office of Justice Programs.

14. It will provide an Equal Employment Opportunity Program if required to maintain one, where the application is for \$500,000 or more.

15. It will comply with the provisions of the Coastal Barrier Resources Act (P.L. 97-348) dated October 19, 1982 (16 USC 3501 et seq.) which prohibits the expenditure of most new Federal funds within the units of the Coastal Barrier Resources System.

16. DRUG-FREE WORKPLACE (GRANTEES OTHER THAN INDIVIDUALS) As required by the Drug-Free Workplace Act of 1988, and implemented at 28 CFR Part 67, Subpart F, for grantees, as defined at 28 CFR Part 67 Sections 67.615 and 67.620.

Exhibit "B"

**MEMORANDUM OF AGREEMENT
FOR PARTICIPATING FORT LAUDERDALE UASI AGENCIES**

This Agreement is entered into this _____ day of _____, 2006, by and between the City of Miramar, a municipal corporation of the State of Florida (the "Sponsoring Agency") and _____
_____ (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 2006 Urban Area Security Initiative (UASI) Grant Program in the amount \$9,980,000 dollars; and

WHEREAS, the Sponsoring Agency is the coordinating agent for the Fort Lauderdale FY 2006 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 2006 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 2006 UASI Grant Program; and

WHEREAS, the City Commission of the City of Miramar, by Resolution No. 06-____ adopted on September 27, 2006, 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 2006 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 2006 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 2006).** 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, 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 2006 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; identification.

- 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 2006 requirements. Participating Agencies and subgrantees must and hereby agree to comply with the requirements of the UASI Grant Program FY 2006 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.

VII. 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-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 2006 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 January 31, 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.

SPONSORING AGENCY

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

ATTEST:

Yvette McLeary
City Clerk

BY: _____
Robert A. Payton
City Manager

APPROVED AS TO FORM AND
CORRECTNESS:

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

PARTICIPATING AGENCY

ATTEST:

Name:
Title:

BY: _____

Name:
Title:

APPROVED AS TO FORM AND
CORRECTNESS:

Participating Agency Attorney

AN INTERLOCAL AGREEMENT BETWEEN THE BOARD OF COUNTY COMMISSIONERS, PALM BEACH COUNTY, FLORIDA, HEREIN REFERRED TO AS "COUNTY" AND _____ OF PALM BEACH COUNTY, FLORIDA, HEREIN REFERRED TO AS "AGENCY".

WHEREAS, Part 1 of Chapter 163 of the Florida Statutes permits public agencies as defined therein to enter into interlocal agreements with each other to exercise jointly any power, privilege, or authority which such agencies share in common and which each might exercise separately; and

WHEREAS, the federal government created the Ft. Lauderdale Urban Area Security Initiative (UASI) which consists of the core cities of Fort Lauderdale, Miramar, Hollywood, Pembroke Pines, and Miami Gardens; and

WHEREAS, the Ft. Lauderdale UASI invited the Palm Beach County Board of County Commissioners and the Sheriff of Palm Beach County to participate in the Ft. Lauderdale UASI as equal partners with its core cities; and

WHEREAS, the Ft. Lauderdale UASI has identified the City of Miramar as its fiscal agent in all dealings related to the UASI; and

WHEREAS, the Ft. Lauderdale UASI, through the City of Miramar, will provide \$1,397,200 (One Million Three Hundred Ninety-seven Thousand Two Hundred Dollars) as a portion of the UASI funds to Palm Beach County as a sub-grantee; and

WHEREAS, _____ (AGENCY) has been identified as a recipient of (AMOUNT) of the funds granted to Palm Beach County.

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

Article 1. Purpose

This agreement delineates the responsibilities of the AGENCY for activities under FY2006 Urban Area Security Initiative (UASI) which was made available by the U.S. Department of Homeland Security, through the Office for Domestic Preparedness and the State of Florida.

Article 2. Scope

The provisions of this agreement apply to FY2006 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.

No provisions of this agreement limit the activities of AGENCY in performing local and state functions.

Article 3. (NAME OF AGENCY) agrees to:

- A. Submit a detailed budget conforming to the Scope of Work (Attachment 1) prior to initiating any work or purchase of equipment, goods, or services.
- B. Submit a Resolution from the AGENCY that the AGENCY complies with the requirements identified/established by the National Incident Management System (NIMS) and the National Response Plan (NRP).
- C. Comply with reporting requirements identified in Attachment 2.
- D. Maintain the items purchased in working order for the life of the items.

E. If appropriate, provide the purchased items to the UASI for mutual aid allocation to other governmental agencies within the UASI region.

F. Complete the project as soon as possible and no later than the termination date set forth herein.

G. Submit a Final Invoice. In order for both parties to close their books and records, the AGENCY will clearly state "final invoice" on the AGENCY's final/last billing to the COUNTY. This shall constitute AGENCY's certification that all services have been properly performed and all charges and costs have been invoiced to Palm Beach County. Any other charges not properly included on this final invoice are waived by the AGENCY.

H. Not pledge the COUNTY's credit or make it a guarantor of payment or surety for any contract, debt, obligation, judgment, lien, or any form of indebtedness. The AGENCY further warrants and represents that it has no obligation or indebtedness that would impair its ability to fulfill the terms of this Agreement.

I. Maintain adequate records to justify all charges, expenses, and costs incurred in estimating and performing the work for at least three (3) years after completion or termination of this Agreement. The COUNTY shall have access to such books, records, and documents as required in this section for the purpose of inspection or audit during normal business hours, at the AGENCY's place of business.

J. Comply with the requirements of the UASI Grant Program FY 2006 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 "Attachment 3", 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.

Article 4. Palm Beach County agrees to:

A. Review invoices received from the AGENCY to verify that services have been rendered in conformity with the Agreement. Approved invoices will then be sent to the UASI fiscal agent for review and approval. Upon approval by the UASI, the COUNTY will send the AGENCY's approved invoice to the COUNTY's Finance Department for payment. Invoices will normally be paid within thirty (30) days following the COUNTY representative's submittal. Invoices not approved will be returned to AGENCY for correction and resubmittal.

B. Reimburse AGENCY an amount not to exceed (AMOUNT) when properly invoiced requests have been approved by the UASI.

Article 5. Term of Agreement and Obligation to Pay

A. The term of this agreement commences upon execution by the AGENCY and COUNTY and terminates on January 31, 2008 unless otherwise extended upon the written agreement of each party.

B. The COUNTY's performance and obligation to pay under this Agreement for subsequent fiscal years is contingent upon annual appropriations for its purpose by the Board of County Commissioners.

Article 6. Liability

Each party to this Agreement shall be liable for its own actions and negligence and, to the extent permitted by law, COUNTY shall be responsible to the AGENCY for any actions, claims or damages arising out of COUNTY's negligence in connection with this Agreement, and AGENCY shall be responsible to COUNTY for any actions, claims, or damages arising out of AGENCY's negligence in connection with the Agreement. The

foregoing shall not constitute a waiver of sovereign immunity beyond the limits set forth in Florida Statutes, Section 768.28, or of any defense available to either party.

Article 7. Indemnification

The COUNTY recognizes its liability for certain tortuous acts of its agents, officers, and employees to the extent and limit in 768.28 Florida Statutes, the State of Florida's partial waiver of sovereign immunity. Provided, however, this provision shall not be construed as a waiver of any right of defense that the COUNTY may possess and COUNTY reserves all such rights as against any and all claims that may be brought under this Agreement.

The AGENCY recognizes its liability for certain tortuous acts of its agents, officers, and employees to the extent and limit in 768.28 Florida Statutes, the State of Florida's partial waiver of sovereign immunity. Provided, however, this provision shall not be construed as a waiver of any right of defense that the AGENCY may possess and AGENCY reserves all such rights as against any and all claims that may be brought under this Agreement.

Article 8. Insurance

The Parties will maintain the following insurance policies during the term of this Agreement:

The Parties warrant that they are self-insured and agree to maintain general liability insurance as required by law. The AGENCY further agrees to provide the COUNTY with a copy of said insurance certificate.

Article 9. Non-Discrimination

The Parties shall not discriminate on the basis of race, age, religion, color, gender, national origin, marital status, disability or sexual orientation.

Article 10. Modifications of Work

This Agreement or the Scope of Work may be modified or amended only by mutual written consent of the AGENCY, COUNTY, and the UASI fiscal agent.

Article 11. Relationship of the Parties

The Parties hereto acknowledge that their relationship is that of independent contractors. No employee of either party shall be deemed an employee of the other party. Nothing contained herein shall be construed to create a partnership or joint venture between the Parties.

Article 12. No Third Party Beneficiaries

This Agreement and the provisions hereof are for the exclusive benefit of the Parties hereto and their affiliates and not for the benefit of any third person, nor shall this Agreement be deemed to confer or have conferred any rights, express or implied, upon any other third person.

Article 13. Notices

Any notices to be provided hereunder shall be in writing and given by personal service, mailing the same by United States certified mail, return receipt requested, and postage prepaid or a nationally recognized overnight carrier, addressed as follows:

If to COUNTY to: Paul W. Milelli, Director
Department of Public Safety
20 South Military Trail
West Palm Beach, FL 33415

With a copy to:

Denise M. Nieman, County Attorney
301 N. Olive Ave.
West Palm Beach, FL 33401

If to AGENCY to:

Article 14. Severability

The invalidity or unenforceability of any provision or clause hereof shall in no way effect the validity or enforceability of any other clause or provision hereof.

Article 15. Waiver and Delay

No waiver or delay of any provision of this Agreement at any time will be deemed a waiver of any other provision of this Agreement at such time or will be deemed a waiver of such provision at any other time.

Article 16. Assignment; Binding Agreement

Neither party shall assign this Agreement without the written consent of the other party, which consent shall not be unreasonably withheld or delayed. This Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and permitted assigns.

Article 17. Governing Law and Venue

This Agreement shall be construed in accordance with the laws of the State of Florida. Any dispute arising with respect to this Agreement is subject to the laws of Florida. Venue shall lie in Palm Beach County, Florida.

Article 18. Entirety of Contractual Agreement

The COUNTY and AGENCY 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 accordance with Article 10-Modifications of Work.

Article 19. Termination

This Agreement may be terminated without cause by either party to the Agreement upon sixty (60) days written notice to the other party.

IN WITNESS WHEREOF, the AGENCY has caused this Agreement to be executed by its _____ and the COUNTY has caused the Agreement to be executed by its Board of County Commissioners.

_____ OF
PALM BEACH COUNTY, FLORIDA

By: _____
TITLE

ATTEST: _____

DATE: _____

By: _____
TITLE

PALM BEACH COUNTY BOARD
OF COUNTY COMMISSIONERS

By: _____
Chairperson

SHARON R. BOCK,
CLERK & COMPTROLLER

By: _____
Deputy Clerk

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

ATTEST: _____

By: _____
County Attorney

DATE: _____

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

By: _____

APPROVED AS TO TERMS AND
CONDITIONS

By: _____
Department Director

ATTACHMENT 1:

Attachment 1 shall be the "Scope of Work" identified for each agency. This scope of work is individualized for the agency and will include all of the items to be reimbursed and approved for reimbursement.

ATTACHMENT 2:

Attachment 2 shall be the forms required for quarterly reporting and the forms to be used to seek reimbursement by the agency. These forms are still under review and development by the Ft. Lauderdale UASI and will be included in the contract delivered to the agency for execution by the agency.

ATTACHMENT 3:

Attachment 3 will be a copy of the signed and executed contract between the City of Miramar, acting as the fiscal agent for the Ft. Lauderdale UASI, and the Board of County Commissioners, Palm Beach County. Each agency will be responsible to abide by the same conditions and terms of the Ft. Lauderdale UASI as is the Board of County Commissioners.

This Contract is made as of the _____ day of _____, 20____, by and between Palm Beach County, a Political Subdivision of the State of Florida, by and through its Board of Commissioners, hereinafter referred to as the "COUNTY", and

[] an individual, [] a partnership, [] a corporation authorized to do business in the State of Florida, hereinafter referred to as the "AGENCY", whose Federal I.D. is _____.

In consideration of the mutual promises contained herein, the COUNTY and the AGENCY agree as follows:

WHEREAS, the federal government created the Ft. Lauderdale Urban Area Security Initiative (UASI) which consists of the core cities of Fort Lauderdale, Miramar, Hollywood, Pembroke Pines, and Miami Gardens; and

WHEREAS, the Ft. Lauderdale UASI invited the Palm Beach County Board of County Commissioners and the Sheriff of Palm Beach County to participate in the Ft. Lauderdale UASI as equal partners with its core cities; and

WHEREAS, the Ft. Lauderdale UASI has identified the City of Miramar as its fiscal agent in all dealings related to the UASI; and

WHEREAS, the Ft. Lauderdale UASI, through the City of Miramar, will provide \$1,397,200 (One Million Three Hundred Ninety-seven Thousand Two Hundred Dollars) as a portion of the UASI funds to Palm Beach County as a sub-grantee; and

WHEREAS, _____ has been identified as a recipient of (AMOUNT) of the funds granted to Palm Beach County.

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

Article 1. Purpose

This Contract delineates the responsibilities of the AGENCY for activities under FY2006 Urban Area Security Initiative (UASI) which was made available by the U.S. Department of Homeland Security, through the Office for Domestic Preparedness and the State of Florida.

Article 2. Scope

The provisions of this Contract apply to FY2006 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, as expressed in Attachment 1, Scope of Work.

Article 3. (NAME OF AGENCY) agrees to:

A. Submit a detailed budget conforming to the Scope of Work (Attachment 1) prior to initiating any work or purchase of equipment, goods, or services.

B. Submit an acknowledgement that the AGENCY complies with the requirements identified/established by the National Incident Management System (NIMS) and the National Response Plan (NRP).

C. Comply with reporting requirements identified in Attachment 2.

D. Maintain items purchased in working order for the life of the items.

E. If appropriate, provide the purchased items to the UASI for mutual aid allocation to other governmental agencies within the UASI region.

F. Complete the project as soon as possible, and no later than the termination date set forth herein.

G. Submit a Final Invoice. In order for both parties to close their books and records, the AGENCY will clearly state "final invoice" on the AGENCY's final/last billing to the COUNTY. This shall constitute AGENCY's certification that all services have been properly performed and all charges and costs have been invoiced to Palm Beach County. Any other charges not properly included on this final invoice are waived by the AGENCY.

H. Not pledge the COUNTY's credit or make it a guarantor of payment or surety for any contract, debt, obligation, judgment, lien, or any form of indebtedness. The AGENCY further warrants and represents that it has no obligation or indebtedness that would impair its ability to fulfill the terms of this Contract.

I. Maintain adequate records to justify all charges, expenses, and costs incurred in estimating and performing the work for at least three (3) years after completion or termination of this Contract. The COUNTY shall have access to such books, records, and documents as required in this section for the purpose of inspection or audit during normal business hours, at the AGENCY's place of business.

J. Comply with the requirements of the UASI Grant Program FY 2006 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 Attachment 3, 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.

Article 4. Palm Beach County agrees to:

A. Review invoices received from the AGENCY pursuant to this Contract. Invoices will be reviewed and approved by the COUNTY's representative, to verify that services have been rendered in conformity with the Contract. Approved invoices will then be sent to the UASI fiscal agent for review and approval. Upon approval by the UASI, the COUNTY will send the AGENCY'S approved invoice to the COUNTY's Finance Department for payment. Invoices will normally be paid within thirty (30) days following the COUNTY representative's submittal. Invoices not approved will be returned to AGENCY for correction and resubmittal.

B. Reimburse AGENCY an amount not to exceed (AMOUNT) when properly invoiced.

Article 5. Term of Contract and Obligation to Pay

A. The term of this Contract commences upon execution by the AGENCY and COUNTY and terminates on January 31, 2008 unless otherwise extended upon the written agreement of each party.

B. The COUNTY's performance and obligation to pay under this Contract for subsequent fiscal years is contingent upon annual appropriations for its purpose by the Board of County Commissioners.

Article 6. Liability

Each party to this Contract shall be liable for its own actions and negligence and, to the extent permitted by law, COUNTY shall be responsible to the AGENCY for any actions, claims or damages arising out of COUNTY's negligence in connection with this Contract, and AGENCY shall be responsible to COUNTY for any actions, claims, or damages arising out of AGENCY's negligence in connection with the Contract. The foregoing shall not constitute the COUNTY's waiver of sovereign immunity beyond the limits set forth in Florida Statutes, Section 768.28, or of any defense available to either party.

Article 7. Indemnification

The AGENCY shall protect, defend, reimburse, indemnify and hold COUNTY, its agents, employees and elected officers harmless from and against all claims, liability, expense, loss, cost, damages or causes of action of every kind or character, including attorney's fees and costs, whether at trial or appellate levels or otherwise, arising during and as a result of their performance of the terms of this Contract or due to the acts or omissions of AGENCY.

Article 8. Successors and Assigns

The COUNTY and the AGENCY each binds itself and its partners, successors, executors, administrators and assigns to the other party and to the partners, successors, executors, administrators and assigns of such other party, in respect to all covenants of this Contract. Except as above, neither the COUNTY nor the AGENCY shall assign, sublet, convey or transfer its interest in this Contract without the prior written consent of the other. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of the COUNTY, nor shall it be construed as giving any rights or benefits hereunder to anyone other than the COUNTY and the AGENCY.

Article 9. Remedies

This Contract shall be governed by the laws of the State of Florida. Any legal action necessary to enforce the Contract will be held in Palm Beach 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, 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. Insurance

- A. AGENCY shall, at its sole expense, agree to maintain in full force and effect at all times during the life of this Contract, insurance coverages and limits (including endorsements), as described herein. AGENCY shall agree to provide the COUNTY with at least ten (10) day prior notice of any cancellation, non-renewal or material change to the insurance coverages. The requirements contained herein, as well as COUNTY'S review or acceptance of insurance maintained by AGENCY are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by AGENCY under the Contract.
- B. **Commercial General Liability** AGENCY shall maintain Commercial General Liability at a limit of liability not less than **\$500,000** Each Occurrence. Coverage shall not contain any endorsement excluding Contractual Liability or Cross Liability unless granted in writing by County's Risk Management Department. AGENCY shall provide this coverage on a primary basis.
- C. **Business Automobile Liability** AGENCY shall maintain Business Automobile Liability at a limit of liability not less than **\$500,000** Each Accident for all owned, non-owned and hired automobiles. In the event AGENCY doesn't own any automobiles, the Business Auto Liability requirement shall be amended allowing AGENCY to agree to maintain only Hired & Non-Owned Auto Liability. This amended requirement may be satisfied by way of endorsement to the Commercial General Liability, or separate Business Auto coverage form. AGENCY shall provide this coverage on a primary basis.
- D. **Worker's Compensation Insurance & Employers Liability** AGENCY shall maintain Worker's Compensation & Employers Liability in accordance with Florida Statute Chapter 440. AGENCY shall provide this coverage on a primary basis.

- E. **Professional Liability** AGENCY shall maintain Professional Liability, or equivalent Errors & Omissions Liability at a limit of liability not less than **\$1,000,000** Each Claim. When a self-insured retention (SIR) or deductible exceeds **\$10,000**, COUNTY reserves the right, but not the obligation, to review and request a copy of AGENCY'S most recent annual report or audited financial statement. For policies written on a "Claims-Made" basis, AGENCY shall maintain a Retroactive Date prior to or equal to the effective date of this Contract. The Certificate of Insurance providing evidence of the purchase of this coverage shall clearly indicate whether coverage is provided on an "occurrence" or "claims - made" form. If coverage is provided on a "claims - made" form the Certificate of Insurance must also clearly indicate the "retroactive date" of coverage. In the event the policy is canceled, non-renewed, switched to an Occurrence Form, retroactive date advanced, or any other event triggering the right to purchase a Supplement Extended Reporting Period (SERP) during the life of this Contract, AGENCY shall purchase a SERP with a minimum reporting period not less than 3 years. AGENCY shall provide this coverage on a primary basis.
- F. **Additional Insured** AGENCY shall endorse the COUNTY as an Additional Insured with a CG 2026 Additional Insured - Designated Person or Organization endorsement, or its equivalent, to the Commercial General Liability. The Additional Insured endorsement shall read "Palm Beach County Board of County Commissioners, a Political Subdivision of the State of Florida, its Officers, Employees and Agents." AGENCY shall provide the Additional Insured endorsements coverage on a primary basis.
- G. **Waiver of Subrogation** AGENCY hereby waives any and all rights of Subrogation against the County, its officers, employees and agents for each required policy. When required by the insurer, or should a policy condition not permit an insured to enter into a pre-loss agreement to waive subrogation without an endorsement, then AGENCY shall agree to notify the insurer and request the policy be endorsed with a Waiver of Transfer of rights of Recovery Against Others, or its equivalent. This Waiver of Subrogation requirement shall not apply to any policy, which a condition to the policy specifically prohibits such an endorsement, or voids coverage should AGENCY enter into such an agreement on a pre-loss basis.
- H. **Certificate(s) of Insurance** Prior to execution of this Contract, AGENCY shall deliver to the COUNTY'S representative as identified in Article 26, a Certificate(s) of Insurance evidencing that all types and amounts of insurance coverages required by this Contract have been obtained and are in full force and effect. Such Certificate(s) of Insurance shall include a minimum ten (10) day endeavor to notify due to cancellation or non-renewal of coverage. The certificate of insurance shall be issued to
- Palm Beach County
c/o Department of Public Safety
20 South Military Trail
West Palm Beach, FL 33415
- I. **Umbrella or Excess Liability** If necessary, AGENCY may satisfy the minimum limits required above for either Commercial General Liability, Business Auto Liability, and Employer's Liability coverage under Umbrella or Excess Liability. The Umbrella or Excess Liability shall have an Aggregate limit not less than the highest "Each Occurrence" limit for either Commercial General Liability, Business Auto Liability, or Employer's Liability. The COUNTY shall be specifically endorsed as an "Additional Insured" on the Umbrella or Excess Liability, unless the Certificate of Insurance notes the Umbrella or Excess Liability provides coverage on a "Follow-Form" basis.
- J. **Right to Review** COUNTY, by and through its Risk Management Department, in cooperation with the contracting/monitoring department, reserves the right to review, modify, reject or accept any required policies of insurance, including

limits, coverages, or endorsements, herein from time to time throughout the term of this Contract. COUNTY reserves the right, but not the obligation, to review and reject any insurer providing coverage because of its poor financial condition or failure to operate legally.

Article 11. Non-Discrimination

The Parties shall not discriminate on the basis of race, age, religion, color, gender, ancestry, national origin, marital status, disability or sexual orientation.

Article 12. Modifications of Work

This Contract may be modified or amended only by mutual written consent of the Parties.

Article 13. Independent Contractor Relationship

The AGENCY is, and shall be, in the performance of all work services and activities under this Contract, an Independent Contractor, and not an employee, agent, or servant of the COUNTY. All persons engaged in any of the work or services performed pursuant to this Contract shall at all times, and in all places, be subject to the AGENCY'S sole direction, supervision, and control. The AGENCY shall exercise control over the means and manner in which it and its employees perform the work, and in all respects the AGENCY'S relationship and the relationship of its employees to the COUNTY shall be that of an Independent Contractor and not as employees or agents of the COUNTY.

The AGENCY does not have the power or authority to bind the COUNTY in any promise, agreement or representation.

Article 14. Contingent Fees

The AGENCY warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the AGENCY to solicit or secure this Contract and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the AGENCY, any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from the award or making of this Contract.

Article 15. No Third Party Beneficiaries

This Contract and the provisions hereof are for the exclusive benefit of the Parties hereto and their affiliates and not for the benefit of any third person, nor shall this Contract be deemed to confer or have conferred any rights, express or implied, upon any other third person.

Article 16. Notices

Any notices to be provided hereunder shall be in writing and given by personal service, mailing the same by United States certified mail, return receipt requested, and postage prepaid or a nationally recognized overnight carrier, addressed as follows:

If to COUNTY to: Paul W. Milelli, Director
Department of Public Safety
20 South Military Trail
West Palm Beach, FL 33415

With a copy to: Palm Beach County Attorney's Office
301 N. Olive Ave.
West Palm Beach, FL 33401

If to AGENCY to:

Article 17. Severability

The invalidity or unenforceability of any provision or clause hereof shall in no way effect the validity or enforceability of any other clause or provision hereof.

Article 18. Waiver and Delay

No waiver or delay of any provision of this Contract at any time will be deemed a waiver of any other provision of this Contract at such time or will be deemed a waiver of such provision at any other time.

Article 19. Assignment; Binding Contract

Neither party shall assign this Contract without the written consent of the other party, which consent shall not be unreasonably withheld or delayed. This Contract shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and permitted assigns.

Article 20. Governing Law and Venue

This Contract shall be construed in accordance with the laws of the State of Florida. Any dispute arising with respect to this Contract is subject to the laws of Florida. Venue shall lie in Palm Beach County, Florida.

Article 21. Entirety of Contractual Agreement

The COUNTY and AGENCY agree that this Contract 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 Contract may be added to, modified, superseded or otherwise altered, except by written instrument executed by the parties hereto in accordance with Article 12-Modifications of Work.

Article 22. Termination

This Contract may be terminated without cause by either party to the Contract upon sixty (60) days written notice to the other party.

Article 23. Criminal History Records Check

The CONSULTANT shall comply with the provisions of Ordinance 2003-030, the Criminal History Records Check Ordinance ("Ordinance"), if CONSULTANT'S employees or subcontractors are required under this contract to enter a "critical facility" as identified in Resolution R-2003-1274. The CONSULTANT acknowledges and agrees that all employees and subcontractors who are to enter a "critical facility" will be subject to a fingerprint based criminal history records check. Although COUNTY agrees to pay for all applicable FDLE/FBI fees required for criminal history record checks, the CONSULTANT shall be solely responsible for the financial, schedule, and staffing implications associated in complying with Ordinance 2003-030.

Article 24. Regulations, Licensing Requirements

The CONSULTANT shall comply with all laws, ordinances and regulations applicable to the services contemplated herein, to include those applicable to conflict of interest and collusion. CONSULTANT is presumed to be familiar with all federal, state and local laws, ordinances, codes and regulations that may in any way affect the services offered.

IN WITNESS WHEREOF, the AGENCY has caused this Contract to be executed by its _____, and the COUNTY has caused the Contract to be executed by its Board of County Commissioners.

**AGENCY OF PALM BEACH
COUNTY, FLORIDA**

By: _____
TITLE

ATTEST: _____

DATE: _____

By: _____
TITLE

ATTEST: _____

DATE: _____

(corporate seal)

**PALM BEACH COUNTY BOARD
OF COUNTY COMMISSIONERS**

By: _____
Chairperson

SHARON R. BOCK,
CLERK & COMPTROLLER

By: _____
Deputy Clerk

**APPROVED AS TO FORM AND
LEGAL SUFFICIENCY**

By: _____
County Attorney

**APPROVED AS TO TERMS AND
CONDITIONS**

By: _____
Department Director

ATTACHMENT 1:

Attachment 1 shall be the "Scope of Work" identified for each agency. This scope of work is individualized for the agency and will include all of the items to be reimbursed and approved for reimbursement.

ATTACHMENT 2:

Attachment 2 shall be the forms required for quarterly reporting and the forms to be used to seek reimbursement by the agency. These forms are still under review and development by the Ft. Lauderdale UASI and will be included in the contract delivered to the agency for execution by the agency.

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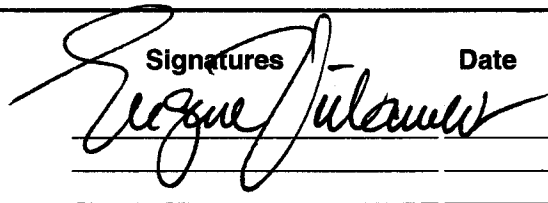
BOARD OF COUNTY COMMISSIONERS
 PALM BEACH COUNTY, FLORIDA
 BUDGET AMENDMENT

FUND 1427 - EMERGENCY MANAGEMENT GRANT FUND

Use this form to provide budget for items not anticipated in the budget.

ACCT.NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	CURRENT BUDGET	INCREASE	DECREASE	ADJUSTED BUDGET	EXPENDED/ ENCUMBERED AS OF 10/17/06	REMAINING BALANCE
UASI GRANT								
REVENUES								
662-7350-3129	FED GRANT - OTHER PUBLIC SAFETY	0	0	698,600		698,600		
	TOTAL REVENUES & BALANCES	404,542	404,542	698,600		1,103,142		
EXPENDITURES								
662-7350-3401	OTHER CONTRACTUAL SERVICES			16,370		16,370		
662-7350-6401	MACHINERY/EQUIPMENT			25,000		25,000		
662-7350-8101	CONTRIBUTION - OTHER LOCAL GOVT			542,830		542,830		
662-7350-8201	CONTRIBUTION - NON GOVT AGENCIES			19,250		19,250		
820-7350-9052	TRANSFER TO F/R FUND 1300			95,150		95,150	0	
	TOTAL APPROPRIATION & EXPENDITURES	404,542	404,542	698,600		1,103,142		

PUBLIC SAFETY ADMINISTRATION
 INITIATING DEPARTMENT/DIVISION
 Administration/Budget Department Approval
 OFMB Department - Posted

Signatures _____ Date _____


By Board of County Commissioners
 At Meeting of _____
 12/5/2006
 Deputy Clerk to the
 Board of County Commissioners

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ATTACHMENT H

(1 of 2)

**Board of County Commissioners
Palm Beach County, Florida**

BGRV-440-1101060000000000053
BGEX-440-11010600000000000326

**Budget Amendment
Fund 1300 - Fire Rescue MSTU**

Account Number and Name	Original Budget	Current Budget	Increase	Decrease	Adjusted Budget	Expended/ Encumbered As of 11/01/06	Remaining Balance
<u>Revenue</u>							
1300-440-4301-8075 Transfer from Emergency Management Fund 1427	0	0	95,150		95,150		
Total Receipts and Balances	<u>256,673,937</u>	<u>256,673,937</u>	<u>95,150</u>		<u>256,769,087</u>		
<u>Appropriations</u>							
1300-440-4301-3421 Contractual Service - Training	0	0	10,170		10,170	0	10,170
1300-440-4301-6401 Machinery & Equipment	0	0	84,980		84,980	0	84,980
	<u>256,673,937</u>	<u>256,673,937</u>	<u>95,150</u>		<u>256,769,087</u>		

Fire Rescue
Initiating Department/Division
Administration/Budget Department Approval
OFMB Department - Posted

[Signature] 11/1/06

By Board of County Commissioners
At Meeting of 12/05/06

Deputy Clerk to the
Board of County Commissioners

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(282)

FY 2006 UASI Award to Palm Beach County

Palm Beach County- Div of EM	41,370
PBC Fire/Rescue	99,980
PBC Medical Society	15,000
Boca Raton Comm Hospital	4,250
PBC Health Department	118,000
Palm Beach Sheriff's Office	350,000
Port of Palm Beach	250,000
Municipalities	
Delray Beach PD	13,500
Greenacres	50,000
Jupiter Inlet Colony	6,000
Manalapan PD	125,000
Mangonia Park	75,000
North Palm Beach PD	8,000
Palm Beach Gardens	12,000
Palm Beach PD	13,800
Palm Beach Shores	3,500
Riviera Beach PD	167,000
South Palm PD	10,000
Wellington	20,000
West Palm PD	14,800
Grand Total	<u>1,397,200</u>