

**PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS**

AGENDA ITEM SUMMARY

Meeting Date: June 16, 2009 Consent Regular
 Ordinance Public Hearing

Department
 Submitted By: PUBLIC SAFETY
 Submitted For: EMERGENCY MANAGEMENT

I. EXECUTIVE BRIEF

Motion and Title: Staff recommends a motion to: **A) Approve** the agreement with the City of Miramar, a municipal corporation of the State of Florida, as fiscal agent for Ft. Lauderdale Urban Area Security Initiative (UASI) to receive an additional \$146,685 from FY 2007 UASI grant funding effective through April 30, 2010; **B) Approve** a budget amendment of \$146,685 in the Emergency Management Grant Fund to establish the grant budget; and **C) Approve** a budget amendment of \$10,000 in the Water Utilities Department Operations & Maintenance Fund to establish grant budget.

Summary: This agreement provides a means of funding various domestic security activities within the County using federal Urban Area Security Initiative (UASI) funds through the City of Miramar as the Ft. Lauderdale UASI's fiscal agent. The UASI had awarded the County \$412,745 from FY 2007 Federal funds. The UASI is providing an additional \$146,685 from the FY 2007 Federal funds based on risk assessment models. The funds will be used to support and strengthen the County's ability to plan for, and respond to, acts of terrorism. Resolution R2006-2669 authorizes the County Administrator or his designee to execute UASI related contracts on behalf of the Board. **No County match is required. Countywide (GB)**

Background and Policy Issues: 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. This is the third year that Palm Beach County is receiving the grant.

- Attachments:**
1. Memorandum of Agreement for Participating Ft Lauderdale Agencies
 2. Budget Amendments (1427/4001)
 3. List of Projects in Palm Beach County
 4. Funding Agreement between City of Miramar and State Division of Emerg Mgmt.

Approved by:  5/28/09
 Assistant County Administrator Date

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact

Fiscal Years	<u>2009</u>	<u>2010</u>	<u>2011</u>	<u>2012</u>	<u>2013</u>
Capital Expenditures	_____	_____	_____	_____	_____
Operating Costs	146,685	_____	_____	_____	_____
External Revenues	(146,685)	_____	_____	_____	_____
Program Income (County)	_____	_____	_____	_____	_____
In-Kind Match (County)	_____	_____	_____	_____	_____
Net Fiscal Impact	<u>0</u>	<u>_____</u>	<u>_____</u>	<u>_____</u>	<u>_____</u>
# ADDITIONAL FTE POSITIONS (Cumulative)	<u>0</u>	<u>_____</u>	<u>_____</u>	<u>_____</u>	<u>_____</u>

Is Item Included In Current Budget? Yes ___ No X
 Budget Account No.: Fund ___ Department ___ Unit ___ Object ___ Program ___
 Revenue: Fund ___ Department ___ Unit ___ Rev Source ___

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

The Fort Lauderdale UASI awarded the County an additional \$146,685 from the FY 07 UASI Grant.

C. Departmental Fiscal Review: _____

Eugene Williams

III. REVIEW COMMENTS

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

[Signature] 6/31/09
 OFMB 5/29/09

[Signature] 6/3/09
 Contract Administration

B. Legal Sufficiency:

[Signature] 6/4/09
 Assistant County Attorney

The Memorandum of Agreement meets our review requirements. At the time of our review it was not executed.

C. Other Department Review:

 Department Director

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

Attachment 1

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

This Agreement is entered into this _____ day of _____, 200__, by and between the City of Miramar, a municipal corporation of the State of Florida (the "Sponsoring Agency") and 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 2007 Urban Area Security Initiative (UASI) Grant Program in the amount \$6,580,000 dollars; and

WHEREAS, the Sponsoring Agency is the coordinating agent for the Fort Lauderdale FY 2007 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 2007 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 2007 UASI Grant Program; and

WHEREAS, the City Commission of the City of Miramar, by Resolution No. 08-27, adopted on November 6, 2007, 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 2007 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 2007 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 2007).** 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 2007 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. According to current Homeland Security Grant Program Guidance, awardees must meet the NIMS compliance requirements in order to receive preparedness funding. State, Territory, Tribal and local governments are considered to be in full NIMS compliance if they have adopted and/or have implemented the FY 2005 and FY 2006 compliance activities, as described by the Federal Emergency Management Agency.

- D. Urban Area Working Group (UAWG). The State Administrative Agency (SAA) Point of Contact (POC) must work through the Mayor/CEOs from all other jurisdictions within the defined urban area to identify POCs from these jurisdictions to serve on the Urban Area Working Group. The Urban Area Working Group will be responsible for coordinating development and implementation of all program elements, including the urban area assessment, strategy development and any direct services that are delivered by OG&T.
- E. Urban Area. An urban area is limited to inclusion of jurisdictions contiguous to the named cities and counties, or with which the named cities and counties have established formal mutual aid agreements.

IV. SPONSORING AGENCY SHALL BE RESPONSIBLE FOR:

- A. Providing an administrative department, which shall be the City of Miramar Police Department, authorized to carry out the herein agreed upon responsibilities of the Sponsoring Agency.
- B. Coordinating with named cities and counties, with the respective State Administrative Agency, and with the OG&T.
- C. Conducting a comprehensive Urban Area Assessment, which in turn will guide development of an Urban Area Homeland Security Strategy.
- D. Ensuring the participation of the following critical players in the assessment and strategy development process: law enforcement, emergency medical services,

emergency management, the fire service, hazardous materials, public works, governmental administrative, public safety communications, healthcare and public health.

- E. Developing a comprehensive Urban Area Homeland Security Strategy to be submitted to the SAA POC.
- F. Complying with the requirements or statutory objectives of federal law.
- G. Ensuring satisfactory progress toward the goals or objectives set forth in the grant application.
- H. Following grant agreement requirements and/or special conditions, including the terms, conditions, certifications and other requirements contained in the Federally-Funded Subgrant Agreement between the State of Florida, Division of Emergency Management, and the City of Miramar, attached hereto as Exhibit "1" and hereby incorporated by reference.
- I. Submitting required reports.

V. THE PARTICIPATING AGENCIES SHALL BE RESPONSIBLE FOR:

- A. Providing an administrative department, which shall be the main liaison and partner with the City of Miramar Police Department, authorized to carry out the herein agreed upon responsibilities of the Participating Agency.
- B. Developing subgrants for municipalities within each county in accordance with UASI Grant Program FY 2007 requirements. Participating Agencies and subgrantees must and hereby agree to comply with the requirements of the UASI Grant Program FY 2007 and the terms, conditions, certifications and other requirements contained in the Federally-Funded Subgrant Agreement between the State of Florida, Division of Emergency Management, and the City of Miramar, attached hereto as Exhibit "1", including but not limited to budget authorizations, required accounting and reporting

on fund usage, use of funds only for the intended purpose and tracking of federally funded assets.

- C. Submitting budget detail worksheets for direct purchases of equipment or services.
- D. Participating as a member of the Urban Area Working Group to include coordinating with and assisting the City of Miramar in conducting a comprehensive Urban Area Assessment, which in turn will guide development of an Urban Area Homeland Security Strategy.
- E. Ensuring the participation of the following critical players in the assessment and strategy development process: law enforcement, emergency medical services, emergency management, the fire service, hazardous materials, public works, governmental administrative, public safety communications, healthcare and public health.
- F. Assisting the City of Miramar in development of a comprehensive Urban Area Homeland Security Strategy.
- G. Complying with the requirements or statutory objectives of federal law.
- H. Ensuring satisfactory progress toward the goals or objectives set forth in the grant application.
- I. Submitting required reports.

VI. THE SPONSORING AGENCY AND THE PARTICIPATING AGENCY AGREE:

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

- B. The Participating Agencies will provide financial and performance reports to City of Miramar in a timely fashion. The City of Miramar will prepare consolidated reports for submission to the State of Florida.
- C. The Sponsoring Agency is not responsible for personnel salaries, benefits, workers compensation or time related issues of the Participating Agency personnel.
- D. Sponsoring Agency and Participating Agency are subdivisions as defined in Chapter 768.28, Florida Statutes, and each party agrees to be fully responsible for the respective acts and omissions of its agents or employees to the extent permitted by law. Nothing herein is intended to serve as a waiver of sovereign immunity by any party to which sovereign immunity may be applicable. Nothing herein shall be construed as consent by a state agency or subdivision of the State of Florida to be sued by third parties in any manner arising out of this Agreement or any other contract.
- E. The Participating Agency has been allocated \$ 146,684.81 to be expended and reimbursed pursuant to the terms of this Agreement. This sum is allocated for the improvement of first responder capabilities and critical infrastructure hardening and is in addition to the sum allocated to each jurisdiction comprising the Fort Lauderdale Urban Area for project benefiting each respective jurisdiction.

VII. FINANCIAL AGREEMENTS

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

- B. The Secretary of Homeland Security and the Comptroller General of the United States shall have access to any books, documents, and records of recipients of FY 2007 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 April 30, 2010, unless otherwise extended, at which time the parties may agree to renew the association. Renewal will be based on evaluation of the Sponsoring Agency's ability to conform with procedures, training and equipment standards as prescribed by the OG&T.
- H. Per Section (21), entitled "Lobbying Prohibition", of the Federally-Funded State Grant Agreement, attached hereto as Exhibit "1", no funds or other resources received from the Division in connection with this Agreement may be used directly or indirectly to influence legislation or any other official action by the Florida legislature or any state agency. The recipient certifies, by its signature to this Agreement, that to the best of his or her knowledge and belief: (1) no federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the

awarding of any Federal Contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan or cooperative agreement; and (2) if any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan or cooperative agreement, the undersigned shall complete Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants and contracts under grants, loans and cooperative agreements) and that all subrecipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

SPONSORING AGENCY

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

ATTEST:

Yvette McLeary
City Clerk

BY: _____
Robert A. Payton
City Manager

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

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

PARTICIPATING AGENCY:
PALM BEACH COUNTY,
BOARD OF COUNTY COMMISSIONERS

ATTEST:

Name:

BY: _____
JOHN F. KOONS, CHAIR *MAN*

APPROVED AS TO FORM AND CORRECTNESS:



Gentry Benjamin
Assistant County Attorney

BOARD OF COUNTY COMMISSIONERS
PALM BEACH COUNTY, FLORIDA
BUDGET AMENDMENT

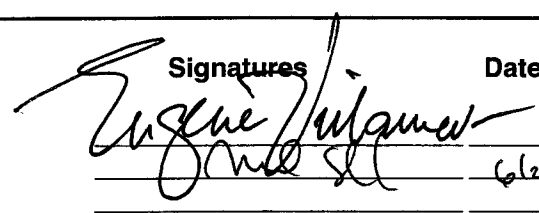
BGEX - 662- 0508090000000001706- 1
BGRV - 662- 0508090000000000663- 1

FUND 1427 - EM 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	REMAINING BALANCE
UASI 2007								
<u>Revenue</u>								
1427-662-7351-3129	Fed Grant Other Public Safety	412,745	412,745	146,685	0	559,430		
Total Revenue and Balance		<u>1,022,873</u>	<u>2,073,940</u>	<u>146,685</u>		<u>2,220,625</u>		
<u>Expense</u>								
1427-662-7351-3401	Contractual Services	87,745	87,745	136,685	0	162,745		
1427-820-7351-9209	Transfer to Operation/Maint fund 4001	0	75,000	10,000	0	85,000		
Total Appropriation and Expenditures		<u>1,022,873</u>	<u>2,073,940</u>	<u>146,685</u>	<u>0</u>	<u>2,220,625</u>		

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

Signatures	Date
	6/2/09
_____	_____

8/5/25/09

By Board of County Commissioners
At Meeting of 6/16/09
Deputy Clerk to the
Board of County Commissioners

Attachment

**BOARD OF COUNTY COMMISSIONERS
PALM BEACH COUNTY, FLORIDA
BUDGET: AMENDMENT
FUND 4001: Water Utilities Department Operations & Maintenance Fund**

Use this form for items not anticipated in the budget

Account		Original Budget	Current Budget	Increase	Decrease	Adjusted Budget	Encumbered As of 05/19/09	Remaining Balance
Number	Name							
Revenues (BGRV 720 032409*367)								
40018004200-8075	Transfer From Revenue Fund 1427	0	75,000	10,000	0	85,000		
Total receipts and revenues		<u>0</u>	<u>75,000</u>	<u>10,000</u>	<u>0</u>	<u>85,000</u>		
Expenditures (BGEX 720 032409*1265)								
40017202475-4615	Maintenance	1,120,000	1,120,000	10,000	0	1,130,000	651,744	478,256
Total expenditures and reserves		<u>1,120,000</u>	<u>1,120,000</u>	<u>10,000</u>	<u>0</u>	<u>1,130,000</u>	<u>651,744</u>	<u>478,256</u>

Water Utilities Department
Initiating Department/Division
Administration/Budget Department Approval
OFMB and Budget Department - Posted

Signatures	Date
<u><i>[Signature]</i></u>	<u>5/22/09</u>
<u><i>[Signature]</i></u>	<u>6/2/09</u>

By Board of County Commissioners
At Meeting of _____

Deputy Clerk to the
Board of County Commissioners

UASI 2007 Supplemental

Project	Expenses	Reason	Balance
		Total award	\$146,684.81
EOC systems security upgrades	\$136,684.81	Funds towards the critical infrastructure hardening and overall security enhancement of essential equipment locations at the EOC which supports the collaboration and information sharing systems for the EOC and Region 7.	\$10,000.00
Water Utilities security enhancements	\$10,000.00	Enhance security measures and harden security at Water Utilities, Wastewater, and Operations Centers via security signage and illumination lighting. PBC Utilities Currently there is an unmet need for specific security signage and illumination lighting that will prevent, detect and allow a quicker response to a natural disaster or terrorism incident of contaminating raw, process and potable water, as well as contamination of wastewater influent that could result in the shutdown of the wastewater facility.	\$0.00
Total	\$146,684.81		

Attachment 3



Attachment 4

STATE OF FLORIDA

DIVISION OF EMERGENCY MANAGEMENT

CHARLIE CRIST
Governor

W. CRAIG FUGATE
Director

January 9, 2008

**RETURN RECEIPT
CERTIFIED MAIL #70062760000178343598**

Mr. Randy Cross
City of Miramar Police Department
3066 North Commerce Parkway
Miramar, Florida 33025

RE: Agreement 08DS-62-11-16-02-296

Dear Mr. Cross:

Enclosed is your fully executed funding agreement between the City of Miramar and the Division of Emergency Management. Under Section (13)(c), Notice and Contact, of this Agreement, you have been identified as the Representative of the Recipient responsible for the administration of this Agreement. Therefore, it is your responsibility to thoroughly read, understand and oversee the compliance of all the conditions within this Agreement.

Attached are the complete package of forms identified in Section (7) (a) through (e). It is very important that these reports be fully completed and remitted within the time frames specified under Section (7). Failure to supply this information in a timely manner can cause non-compliance of this Agreement or a delay in processing your reimbursement requests. If you have any questions in this regard, please contact me at (850) 410-1271 or by E-mail: carolyn.washington@em.myflorida.com.

Sincerely,

Carolyn Washington
Community Assistance Consultant
Division of Emergency Management
Bureau of Response Grants Section

/cw

Enclosure

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 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, 2007 and shall end April 30, 2010, 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 ACommon 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 Higher 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 with 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 the closing on the transfer 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 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 aurilla.parrish@dca.state.fl.us
and

Division of Emergency Management
Bureau of Response
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 aurilla.parrish@dca.state.fl.us
and

Division of Emergency Management
Bureau of Response
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 nine (9) 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 thirty (30) days written notice. 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 for convenience or 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
Bureau of Response Grants Section
2555 Shumard Oak Boulevard
Tallahassee, Florida 32399-2100
Telephone: (850) 410-1271
Fax: (850) 488-7842
Email: carolyn.washington@em.myflorida.com

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

Randy Cross, Research and Planning Manager
Research and Planning Division
City of Miramar Police Department

3064 N Commerce 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, as defined in Section 288.703, Fla. Stat.

(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 **\$6,382,600** 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 Division for collection, Recipient shall pay to the Division an additional service fee of Fifteen Dollars (\$15.00) or Five Percent (5%) of the face amount of the returned 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 the Circuit Court of 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.

(o) Unless inconsistent with the public interest or unreasonable in cost, all unmanufactured and manufactured articles, materials and supplies which are acquired for public use under this Agreement must have been produced in the United States as required under 41 U.S.C. 10a.

(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.

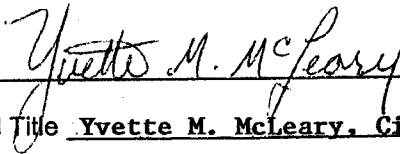
(24) ASSURANCES.

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

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

RECIPIENT: CITY OF MIRAMAR

BY: 

ATTEST: 

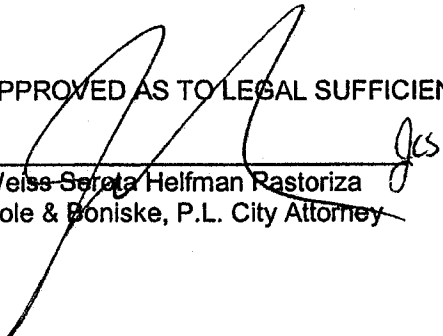
Name and title: Robert Payton, City Manager

Name and Title Yvette M. McLeary, City Clerk

Date: 12/3/07

SAMAS # 59-6019762 FID# 59-6019762


APPROVED AS TO LEGAL SUFFICIENCY:



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

STATE OF FLORIDA

DIVISION OF EMERGENCY MANAGEMENT

BY: 

Name and Title: W. Craig Fugate, Director

Date: 1/8/08

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
\$6,382,600

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 the following eligible activities as identified in the United States Department of Homeland Security, Federal Emergency Management Agency, National Preparedness Directorate Fiscal Year 2007-08 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 as set forth in this Agreement, or will be in violation of 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

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.

- * 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 FY2007 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.

Item	Recipient Agency	Category	Amount Allocated
Urban Area Security Initiative – Ft. Lauderdale Urban Area – Issue 66	City of Miramar	Eligible Activities as outlined in the Scope of Work	\$4,540,200
		Operational Activities (the dollar amount which corresponds to 25% of the total award is shown in the column on the right)	\$1,645,000
		Management & Administration (the dollar amount which corresponds to 3% of the total award is shown in the column on the right)	\$197,400
		State Management & Administration	\$197,400

Fort Lauderdale UASI 2007 Budget

No.	Description of Project	Budget Submittal	Primary Grantee	Sub grantee	Owner	TCL #	Inv. Justification
2007-1	City Satellite Phone Network	\$ 70,000	Miramar	Miramar	Miramar	2	#7 Strengthen Interoperable Communications
2007 - 2	City Transit System Security	\$ 80,000	Miramar	Miramar	Miramar	10	#1 Implement the NIPP
2007- 3	Water/Waste Treatment Plant Hardening	\$ 100,000	Miramar	Miramar	Miramar	10	#1 Implement the NIPP
2007- 4	Emergency Management Planners	\$ 162,745	Miramar	Miramar	Miramar	4	#2 Expand Regional Collaboration
2007 - 5	Management and Administration, Travel, etc	\$ 197,400	Miramar	Miramar	Miramar	4	#2 Expand Regional Collaboration
2007 - 6	Mobile Joint Info Center vehicle and equipment for regional use	\$ 68,940	Miramar	Miramar-Reg	PIO/RDSTF	2	#7 Strengthen Interoperable Communications
2007 - 7	South Florida Underwater Bomb Disposal Team (SFUBT); equipment and training for regional team with 12 divers	\$ 175,000	Miramar	Miramar-Reg	SFUBT/RDSTF	9	#8 CBRNE Detection, Response & Decon
2007 - 8	Scalable Tent (All Hazards) for Surge Capacity and Alternate Medical Treatment Sites	\$ 414,060	Miramar	Miramar-Reg	NBHD/RDSTF	34	#6 Enhance Health & Medical Capabilities
2007 - 9	Critical Infrastructure Hardening - 2007 UASI	\$ 987,005	Miramar	Mir-AW	Miramar	10	#1 Implement the NIPP
2007 - 10	SMART Board for Seminole EOC	\$ 2,500	Miramar	Mir-BC	Seminole	24	#8 CBRNE Detection, Response & Decon
2007 - 11	Enhance Broward EOC security (key card security system with real time read out)	\$ 15,245	Miramar	Mir-BC	BEMA	10	#1 Implement the NIPP
2007 - 12	Sky Watch Mobile Observation Platform	\$ 60,000	Miramar	Mir-BC	Lauderhill	19	#8 CBRNE Detection, Response & Decon
2007 - 13	Equipment to enhance new Stand Alone EOC	\$ 100,000	Miramar	Mir-BC	Deerfield Beach	15	#4 Implement NIMS and NRP
2007 - 14	Enhance new municipal EOC (Lighthouse Point)	\$ 100,000	Miramar	Mir-BC	LtHousePt PD	15	#4 Implement NIMS and NRP
2007 - 15	Planning for Broward Emergency Management Agency (salary for planner for 2 years)	\$ 135,000	Miramar	Mir-BC	BEMA	1	#4 Implement NIMS and NRP
2007 - 16	Bomb Squad Heavy Response Vehicle	\$ 412,745	Miramar	Mir-BSO	BSO	2	#7 Strengthen Interoperable Communications
2007 - 17	Personal Protection Equipment for Law Enforcement (25)	\$ 14,000	Miramar	Mir-CSp	Police	18	#8 CBRNE Detection, Response & Decon
2007 - 18	Generator for Logistic Base for First Responder Supplies and Distribution	\$ 30,000	Miramar	Mir-CSp	EM	10	#1 Implement the NIPP
2007 - 19	Emergency Power for Solid Waste Lift Stations (2)	\$ 60,000	Miramar	Mir-CSp	PW	10	#1 Implement the NIPP
2007 - 20	Security systems for Water Treatment Plant	\$ 73,345	Miramar	Mir-CSp	PW	10	#1 Implement the NIPP
2007 - 21	Recovery Facility (City Hall South) Emergency Generator	\$ 85,000	Miramar	Mir-CSp	EM	10	#1 Implement the NIPP
2007 - 22	Alternate Emergency Operations Center Emergency Generator (1)	\$ 150,400	Miramar	Mir-CSp	EM	10	#1 Implement the NIPP
2007 - 23	Homeland Security/Emerg Management Public Info Campaign	\$ 6,745	Miramar	Mir-FtL	Business Enterprise	4	#2 Expand Regional Collaboration
2007 - 24	CERT Training	\$ 28,000	Miramar	Mir-FtL	EM	4	#2 Expand Regional Collaboration
2007 - 25	EOC Enhancements to include computers and GIS upgrades	\$ 30,000	Miramar	Mir-FtL	EM	15	#4 Implement NIMS and NRP
2007 - 26	Radio Cache to link mutual aid Fire responders	\$ 174,000	Miramar	Mir-FtL	Fire	2	#7 Strengthen Interoperable Communications
2007 - 27	Radio Cache to link mutual aid Police responders	\$ 174,000	Miramar	Mir-FtL	Police	2	#7 Strengthen Interoperable Communications
2007 - 28	Municipal EOC Enhancement: generator and EOC training	\$ 12,745	Miramar	Mir-HW	EM	10	#1 Implement the NIPP
2007 - 29	Mobile Command & Communications Vehicle	\$ 400,000	Miramar	Mir-HW	Police	2	#7 Strengthen Interoperable Communications
2007 - 30	CBRNE Response equipment: Haz mat suits and other protective gear	\$ 185,880	Miramar	Mir-MGardens	Police	9	#8 CBRNE Detection, Response & Decon
2007 - 31	Emergency Communications: satellite phones, antenna, etc. for communications	\$ 226,865	Miramar	Mir-MGardens	Police	2	#7 Strengthen Interoperable Communications
2007 - 32	Security Access Control System for County EOC Phase 1 of 2	\$50,000	Miramar	Mir-PBC	PBC EM	10	#1 Implement the NIPP
2007 - 33	Potable Water Test Kits for Water Utilities (5 units)	75,000	Miramar	Mir-PBC	PBC Utilities	9	#8 CBRNE Detection, Response & Decon
2007 - 34	Palm Beach County EOC: Implement Phase 1 (of 3) of the PBC Domestic Security information sharing & integration program	\$87,745	Miramar	Mir-PBC	PBC EM	7	#3 Strengthen Info Sharing & Collaboration
2007 - 35	Video Surveillance for Lake Worth City Water Treatment Plant to be linked to the PBC EOC	\$100,000	Miramar	Mir-PBC	Lake Worth	8	#3 Strengthen Info Sharing & Collaboration

Fort Lauderdale UASI 2007 Budget

No.	Description of Project	Budget Submittal	Primary Grantee	Sub grantee	Owner	TCL #	Inv. Justification
2007 - 36	Camera and Access Security for Palm Beach Transit Facilities (West Palm Beach and Delray facilities)	\$100,000	Miramar	Mir-PBC	PBC Transit	10	#1 Implement the NIPP
2007 - 37	Countywide Interoperable Communications System	\$ 50,000	Miramar	Mir-PBSO	PBSO	2	#7 Strengthen Interoperable Communications
2007 - 38	Mobile Forensic/Lab Response Vehicle	\$ 362,745	Miramar	Mir-PBSO	PBSO	34	#6 Enhance Health & Medical Capabilities
2007 - 39	Radio Upgrade to 800 MHz for interoperability with County: 110 radios	\$ 412,745	Miramar	Mir-Ppines	PemPines	2	#7 Strengthen Interoperable Communications
2007 - 40	Mobile Command Center/Vehicle	\$ 412,745	Miramar	Mir-Sunrise	Sunrise	14	#4 Implement NIMS and NRP
Total		\$ 6,382,600					

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 66 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.

Budget Detail Worksheet Issue 66 – Eligible Activities			
Allowable Planning Costs	Quantity	Unit Cost	Total Cost
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			
Allowable Overtime and Backfill Expenses (by award)	Quantity	Unit Cost	Total Cost
Overtime for information, investigative, and intelligence sharing activities			
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: • 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			
Allowable Training Costs	Quantity	Unit Cost	Total Cost
Overtime and backfill funding for emergency preparedness and response personnel attending G&T-sponsored and approved training classes. 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. UASI funds may also be used for training citizens in awareness, prevention, protection, response and recovery skills			
Training Workshops and Conferences			
Full or Part-Time Staff or Contractors/Consultants			
Travel			
Supplies			

Other items			
A complete list of G&T approved courses may be found at www.ojp.usdoj.gov/odp/docs/TED_Course_Catalog2007.pdf			
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.			
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.			
Overtime and backfill costs - Overtime and backfill costs associated with the design, development and conduct of CBRNE exercises are allowable expenses. 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.			
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 <i>OJP Financial Guide</i> . 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 <i>OJP Financial Guide</i> . For further information on federal law pertaining to travel costs please refer to www.ojp.usdoj.gov/finguide06/ .			
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).			
Other Items - These costs include the rental of space/locations for exercise planning and conduct, exercise signs, badges, etc.			
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 www.rkbh.rupf.org . * Register on the website and login. * Click on "search the RKB" * Click on "DHS Authorized Equipment List (AEL) - FY2007" * 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			
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			
Other supplies			
CBRNE reference materials			
CBRNE Incident response vehicles			
Terrorism incident prevention equipment			
Physical security enhancement equipment			
Inspection and Screening systems			
Aviation Terrorism Prevention, Response, and Mitigation Equipment			
CBRNE Response Material			
CBRNE Aviation Equipment			
CBRNE logistical support equipment			
Intervention equipment			
The authorized equipment costs include any equipment or renovation costs in this category. Written approval must be provided by O&I prior to the use of any FY2007 C.A.S.P. funds for construction or renovation.			
Personnel			
Up to 15% of programmatic spending may be used to support the hiring of full or part-time staff to conduct eligible programmatic activities			
Eligible Management and Administration Costs			
Hiring of full-time or part-time staff or contractors/consultants: <ul style="list-style-type: none"> o To assist with the management of FY07 HSGP. o To assist with design, requirements, and implementation of FY07 HSGP. o To assist with the implementation and administration of the State Homeland Security Strategy, as it may relate to the individual grant program. 			

<p>Hiring of full-time or part-time staff or contractors/consultants and expenses related to:</p> <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. 			
<p>Development of operating plans for information collection and processing necessary to respond to DHS/G&T data calls.</p>			
<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 <i>OJP Financial Guide</i> at www.ojp.usdoj.gov/finguide06/).</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 FY07 UASI. 			
TOTAL			

Scope of Work

Funding is provided to perform eligible activities as identified in the Domestic Homeland Security – Federal Emergency Management National Preparedness Directorate Fiscal Year 2007 State Homeland Security Grant Program (SHSGP), 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

Issue 66. Urban Area Security Initiative

FY2007 UASI, Issue 66 allowable costs are divided into the following categories: **planning, training, exercises and equipment acquisition**. 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:

- Implementing the National Preparedness Goal and Guidance
- Implementing and adopting NIMS
- 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 National Integration Center (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 as well as IED or bombing prevention awareness

Developing related terrorism prevention activities including but not limited to the following:

- Developing law enforcement prevention activities, to include establishing and/or enhancing a fusion center
- 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 other activities to strengthen citizen participation

- Conducting 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 upon the *Ready* campaign
- Evaluating CIP security equipment and/or personnel requirements to protect and secure sites
- CIP cost assessments, including resources (e.g., financial, personnel) required for security enhancements/deployments
- Multi-Jurisdiction Bombing Prevention Plans (MJBPP)
- Underwater Terrorist Protection 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 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 enhancing plans to engage and interface with, and to increase the capacity of, private sector/non-governmental entities working to meet the human service response and recovery needs of victims
- 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 enhancing plans for donations and volunteer management and the engagement/integration of private sector/non-governmental entities in preparedness, response and recovery activities
- Developing or enhancing Bombing Prevention Plans

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
- Conduct bombing prevention capability analysis
- 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 FY07 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 FY07 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 FY07 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 FY2007 UASI funds for operational activities.

C. Equipment Acquisition

FY2007 SHSP funds may be used for equipment acquisition from the 21 equipment categories listed in the FY2007 Grants & Training (G&T) Authorized Equipment List (AEL). The FY2007 AEL is available in its entirety online through the Responders Knowledge Base (RKB) at www.rkb.mipt.org. The equipment categories are outlined below and in the FY2007 SHSP Program Guidance.

Authorized equipment includes the following:

- Personal Protective Equipment
- CBRNE Incident Response Vehicles
- Explosive Device Mitigation and Remediation Equipment
- Terrorism Incident Prevention Equipment
- CBRNE Operational and Search and Rescue Equipment
- Physical Security Enhancement Equipment
- Information Technology
- Inspection and Screening Systems
- Cyber Security Enhancement Equipment
- Agricultural Terrorism Prevention, Response and Mitigation Equipment
- Interoperable Communications Equipment
- CBRNE Prevention and Response Watercraft
- Detection Equipment
- CBRNE Aviation Equipment
- Decontamination Equipment
- CBRNE Logistical Support Equipment
- Medical Supplies and Limited Types of Pharmaceuticals
- Intervention Equipment

- Power Equipment
- CBRNE Reference Materials
- Other Authorized Equipment

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 *Training and Education Division Course Catalog* at www.ojp.usdoj.gov/odp/docs/TED_Course_Catalog2007.pdf

E. Exercises

Funds may be used to design, develop, conduct, and evaluate exercises that:

- Provide homeland security preparedness personnel and volunteers a venue to practice prevention, protection, response, and recovery activities.
- Evaluate prevention and response plans, policy, procedures, and protocols, including NIMS and NRP.
- Assess the readiness of jurisdictions to prevent and respond to terrorist attacks.
- Encourage coordination with surrounding jurisdictions in prevention, protection, response, and recovery activities.
- Implementation of HSEEP, including developing and maintaining a self-sustaining State Homeland Security Exercise and Evaluation Program that is modeled on the national HSEEP.

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 contain guidance and recommendations for designing, developing, conducting, and evaluating exercises. HSEEP Volumes I-III can be found at DHS' website at <https://hseep.dhs.gov/>. Volume IV, which contains sample exercise materials and documents, can be found on ODP's Secure Portal at <https://odp.esportals.com> or www.llis.gov.

Exercise Scenarios. The scenarios used in SHSGP-funded exercises include catastrophic events, provided that they also build capabilities that relate to terrorism and based on the State or Urban Area Homeland Security Strategy and plans. Acceptable scenarios for exercises include: chemical, biological, radiological, nuclear, explosive, cyber and agricultural. Grantees that need further clarification on scenarios should consult with their State Exercise Manager for assistance and/or approval. Fifteen all-hazards National Planning Scenarios, including 12 terrorism scenarios, have been developed, and will be made available for use in national, federal, state, and local homeland security

preparedness activities (See *HSPD-8: National Preparedness* on page 49). Citizen participation in exercises is encouraged to include backfilling non-professional tasks for first responders deployed on exercise, administrative and logistical assistance with exercise implementation, and providing simulated victims, press, and members of the public. Citizen participation in exercises should be coordinated with local Citizen Corps Council(s). If a state or urban area will be hosting an upcoming special event (e.g., Superbowl, G-8 Summit, etc.), or they anticipate that they will apply to be a venue for a future Top Officials (TOPOFF) exercise, they should plan to use SHSP or UASI funding to fund training and exercise activities in preparation for that event.

All tabletop exercises (TTXs), drills, functional exercises (FEs), and full-scale exercises (FSEs) will be evaluated and performance based. An After Action Report (AAR) and Improvement Plan will be prepared and submitted to the State following every TTX, drill, FE, and FSE. AAR/IPs must be provided to the State within 30 days following completion of each exercise.

F. Personnel

Hiring, overtime and backfill expenses are allowable only to perform programmatic activities deemed allowable under existing guidance. Supplanting 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 FY2007 HHS GP (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 FY2007 SHSGP
- To assist with design, requirements and the implementation of the FY2007 SHSGP
- To assist with the implementation and administration of the State Homeland Security Strategy, as it may relate to the FY2007 SHSGP

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/ODP data calls

Overtime and backfill costs - Overtime expenses are defined as the result of personnel who worked over and above their normal scheduled daily or weekly worked time in the

performance of G&T – approved activities. Backfill Costs also called “Overtime as Backfill” are defined as expenses from the result of personnel who are working overtime in order to perform the duties of other personnel who are temporarily assigned to G&T – approved activities outside their core responsibilities. Neither overtime nor backfill expenses are the result of an increase of Full – Time Equivalent (FTEs) employees. These costs are allowed only to the extent the payment for such services is in accordance with the policies of the state or unit(s) of local 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 www.ojp.usdoj.gov/finguide06/.

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 FY2007 SHSGP

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
- Management and Administration Costs (which include, but are not limited to, hiring of personnel, travel expenses, meeting expenses, and acquisition of office equipment or supplies)
- 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 SHSGP
- Other items not in accordance with the Authorized Equipment List or previously listed as allowable costs
- Recurring Costs

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 FY2007 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.

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 FY2007 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 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.

1. Minimum FY2007 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

3. FY2007 Requirements

In order for the State/UASI to receive FY2007 preparedness funding, the minimum FY2007 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, www.fema.gov/emergency/nims/index.shtm, will be updated regularly with NIMS information and implementation guidance.

III. 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 – December 30, 2007 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 SHSGP 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 the FDEM or their designee, to actually observe records, procedures and equipment.

Frequency of annual monitoring activity:

Each year the FDEM will identify up to 50% of sub grantees for site visit monitoring.

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, the FDEM may be requested to provide additional monitoring/information if the activity, or lack there of, on the part of the 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. Agency recipients will be required to participate in desk top monitoring on an annual basis and as determined by the SAA. The agency recipients will

complete and submit the desk top monitoring within 30 calendar days of receipt. This contact will provide an opportunity to identify the need for technical assistance (TA) and/or a site visit if the SAA determines that a recipient is having difficulty completing their project.

As difficulties/deficiencies 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 the 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 the 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 coordinated financial and grant file monitoring. These monitoring visits will be coordinated 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 30 calendar days before the planned arrival date. FDEM personnel will call within the next 10 calendar 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) calendar 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, a tour/visual/spot inspection of equipment will be conducted.

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 expenditures 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 account for that particular piece of equipment. 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 30 calendar days of the site visit, a monitoring report will be generated and sent to the grantee explaining any issues and corrective actions required or recommendations. The grantee will submit a Corrective Action Plan within a timeframe as determined by the SAA. 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.

V. Programmatic Point of Contact

Contractual Point of Contact	Programmatic Point of Contact
Carolyn Washington FDEM 2555 Shumard Oak Blvd. Tallahassee, FL 32399-2100 (850) 385-2510 Carolyn.washington@em.myflorida.com	Nicole Stanley FDEM 2555 Shumard Oak Blvd. Tallahassee, FL 32399-2100 (850) 410-3457 Nicole.Stanley@em.myflorida.com

VI. 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), Fla. Stat. 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 2004-2005	(B) FFY 2005-2006	(C) FFY 2006-2007	(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:

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

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 8:00 AM to 5:00 PM. Monday through Friday.

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

**Certification Regarding
Debarment, Suspension, Ineligibility
And Voluntary Exclusion**

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.

09-

BOARD OF COUNTY COMMISSIONERS
PALM BEACH COUNTY, FLORIDA
BUDGET TRANSFER

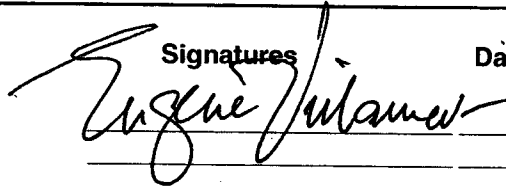
BGEX - 662- 0508090000000001706- 1
BGRV - 662- 0508090000000000663- 1

FUND 1427 - EM 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	REMAINING BALANCE
UASI 2007								
<u>Revenue</u>								
1427-662-7351-3129	Fed Grant Other Public Safety			146,685	0			
	Total Revenue and Balance	<u>1,022,873</u>	<u>2,073,940</u>	<u>146,685</u>		<u>2,220,625</u>		
<u>Expense</u>								
1427-662-7351-3401	Contributions-Other Governmental Agencies			136,685				
1427-820-7351-9209	Transfer to Operation/Maint fund 4001			10,000				
	Total Appropriation and Expenditures	<u>1,022,873</u>	<u>2,073,940</u>	<u>146,685</u>	<u>0</u>	<u>2,220,625</u>		

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

Signatures	Date
	
_____	_____
_____	_____

By Board of County Commissioners
At Meeting of _____
Deputy Clerk to the
Board of County Commissioners

**BOARD OF COUNTY COMMISSIONERS
PALM BEACH COUNTY, FLORIDA
BUDGET: AMENDMENT**

FUND 4001: Water Utilities Department Operations & Maintenance Fund

Use this form for items not anticipated in the budget

Account		Original Budget	Current Budget	Increase	Decrease	Adjusted Budget	Encumbered As of 05/19/09	Remaining Balance
Number	Name							
Revenues (BGRV 720 032409*367)								
40018004200-8075	Transfer From Revenue Fund 1427	0	75,000	10,000	0	85,000		
Total receipts and revenues		<u>0</u>	<u>75,000</u>	<u>10,000</u>	<u>0</u>	<u>85,000</u>		
Expenditures (BGEX 720 032409*1265)								
40017202475-4615	Maintenance	1,120,000	1,120,000	10,000	0	1,130,000	651,744	478,256
Total expenditures and reserves		<u>1,120,000</u>	<u>1,120,000</u>	<u>10,000</u>	<u>0</u>	<u>1,130,000</u>	<u>651,744</u>	<u>478,256</u>

<u>Water Utilities Department</u>	Signatures	Date	By Board of County Commissioners
Initiating Department/Division	_____	_____	At Meeting of _____
Administration/Budget Department Approval	_____	_____	_____
OFMB and Budget Department - Posted	_____	_____	Deputy Clerk to the Board of County Commissioners

UASI 2007 Supplemental

Project	Expenses	Reason	Balance
		Total award	\$146,684.81
EOC systems security upgrades	\$136,684.81	Funds towards the critical infrastructure hardening and overall security enhancement of essential equipment locations at the EOC which supports the collaboration and information sharing systems for the EOC and Region 7.	\$10,000.00
Water Utilities security enhancements	\$10,000.00	Enhance security measures and harden security at Water Utilities, Wastewater, and Operations Centers via security signage and illumination lighting. PBC Utilities Currently there is an unmet need for specific security signage and illumination lighting that will prevent, detect and allow a quicker response to a natural disaster or terrorism incident of contaminating raw, process and potable water, as well as contamination of wastewater influent that could result in the shutdown of the wastewater facility.	\$0.00
Total	\$136,684.81		