

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	451,337				
External Revenues	(451,337)				
Program Income (County)					
In-Kind Match (County)					
Net Fiscal Impact	<u>0</u>				
# ADDITIONAL FTE POSITIONS (Cumulative)	<u>0</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:

Palm Beach County was awarded a total of \$451,337 by the Fort Lauderdale UASI. The grant ends May 31, 2011.

C. Departmental Fiscal Review:

[Signature]

III. REVIEW COMMENTS

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

MO Sll 6/2/09 *Don J. Jacobson 6/2/09*
 8/5/09 OFMB *5/28/09 m/3/09* Contract Administration

B. Legal Sufficiency:

[Signature] 6/2/09
 Assistant County Attorney

C. Other Department Review:

 Department Director

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

**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 2008 Urban Area Security Initiative (UASI) Grant Program in the amount \$6,191,025; and

WHEREAS, the Sponsoring Agency is the coordinating agent for the Fort Lauderdale FY 2008 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 2008 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 2008 UASI Grant Program; and

WHEREAS, the City Commission of the City of Miramar, by Resolution No. 09-97, adopted on February 18, 2009, 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 2008 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 2008 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 2008). 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, operational 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 2008 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; and 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 2008 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 \$451,337.00 to be expended and reimbursed pursuant to the terms of this Agreement.

VII. FINANCIAL AGREEMENTS

- A. Financial and Compliance Audit Report: Recipients that expend \$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 2008 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 May 31, 2011, 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:

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

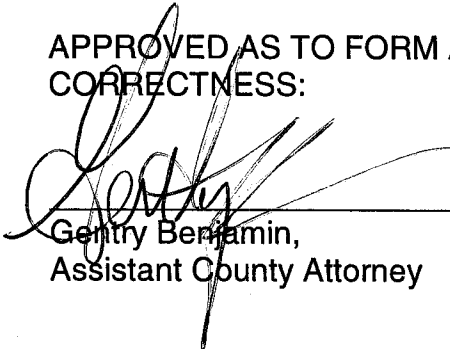
PARTICIPATING AGENCY
Palm Beach County,
Board of County Commissioners

ATTEST:

Name:
Title:

BY: _____
JOHN F. KOONS, CHAIRMAN

APPROVED AS TO FORM AND
CORRECTNESS:



Gentry Benjamin,
Assistant County Attorney

09-

1100

BOARD OF COUNTY COMMISSIONERS
PALM BEACH COUNTY, FLORIDA
BUDGET AMENDMENT

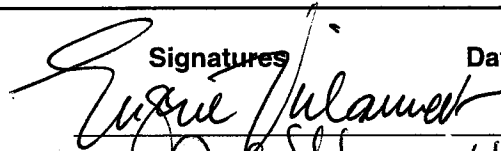
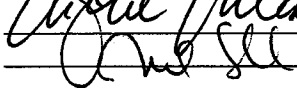
BGEX - 662- 0319090000000001241- 1
BGRV - 662- 0319090000000000361- 1

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 As of 5/26/09	REMAINING BALANCE
UASI 2008								
Revenue								
1427-662-7352-3129	Fed Grant Other Public Safety	0	0	451,337	0	451,337		
Total Revenue and Balance		<u>1,022,873</u>	<u>1,416,558</u>	<u>451,337</u>		<u>1,867,895</u>		
Expense								
1427-662-7352-3401	Other Contractual Services	0	0	113,480	0	113,480		
1427-662-7352-8101	Contributions-Other Governmental Agencies	0	0	75,259	0	75,259		
1427-662-7352-8201	Contributions-Non-governmental Agencies	0	0	100,000	0	100,000		
1427-820-7352-9000	Transfer to General Fund Fund 0001	0	0	35,000	0	35,000		
1427-820-7352-9052	Transfer to Fire/Rescue MSTU Fund 1300	0	0	65,625	0	65,625		
1427-820-7352-9209	Transfer to Operation/Maint fund 4001	0	0	61,973	0	61,973		
Total Appropriation and Expenditures		<u>1,022,873</u>	<u>1,416,558</u>	<u>451,337</u>	<u>0</u>	<u>1,867,895</u>		

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

Signatures	Date
	
	6/2/09

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

09 - 1101

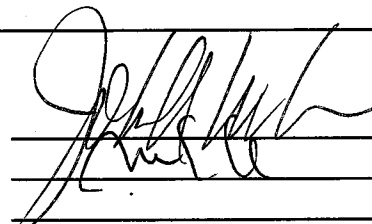
Board of County Commissioners
Palm Beach County, Florida

BGRV-440-	03250900000000000371
BGEX-440-	03250900000000001271

Budget Amendment
Fund 1300 - Fire Rescue MSTU

Account Number and Name	Original Budget	Current Budget	Increase	Decrease	Adjusted Budget	Expended/ Encumbered As of 3/25/09	Remaining Balance
Revenue							
1300-440-4303-8075 Transfer from Emergency Management Fund 1427	0	0	65,625		65,625		
Total Receipts and Balances	<u>289,909,873</u>	<u>305,935,508</u>	<u>65,625</u>		<u>306,001,133</u>		
Appropriations							
1300-440-4303-6401 Machinery & Equipment	0	0	65,625		65,625	0	65,625
	<u>289,909,873</u>	<u>305,935,508</u>	<u>65,625</u>		<u>306,001,133</u>		

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

 3/26/09
6/2/09

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

5/28/09

2009 - 1102

BOARD OF COUNTY COMMISSIONERS
 PALM BEACH COUNTY, FLORIDA
 BUDGET AMENDMENT
 Fund 0001 - General Fund

BGEX - 420 - 052809# 1788
 BGRV - 420 - 052809# 676

ACCOUNT NAME AND NUMBER	ORIGINAL BUDGET	CURRENT BUDGET	INCREASE	DECREASE	ADJUSTED BUDGET	EXPENDED/ ENCUMBERED AS OF 5/27/09	REMAINING BALANCE
Revenues							
670-4103 8075 Tr Fr Emergency Management Fd 1427	0	0	35,000	0	35,000		
TOTAL RECEIPTS & BALANCES	982,828,890	997,518,453	35,000	0	997,553,453		
Expenditures							
670-4103 4941 Registration Fees	0	0	7,000	0	7,000	0	7,000
670-4103 5233 Laboratory Supplies	0	0	28,000	0	28,000	0	28,000
TOTAL APPROPRIATIONS & EXPENDITURES	982,828,890	997,518,453	35,000	0	997,553,453		

Signatures & Dates

BY BOARD OF COUNTY COMMISSIONERS

AT MEETING OF

6/16/09

Deputy Clerk to the

Board of County Commissioners

Medical Examiner

INITIATING DEPARTMENT/DIVISION
 Administration/Budget Department Approval
 OFMB Department - Posted

[Signature] 6/2/09

88 5/28/09

**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 5/27/09	Remaining Balance
Number	Name							
Revenues (BGRV 720 032409*367)								
40018004200-8075	Transfer From Revenue Fund 1427	0	0	61,973	0	61,973		
Total receipts and revenues		<u>0</u>	<u>0</u>	<u>61,973</u>	<u>0</u>	<u>61,973</u>		
Expenditures (BGEX 720 032409*1265)								
40017203339-6401	Machinery & Equipment	992,000	1,206,000	61,973	0	1,267,973	239,720	1,028,253
Total expenditures and reserves		<u>96,206,000</u>	<u>96,420,000</u>	<u>61,973</u>	<u>0</u>	<u>96,481,973</u>	<u>239,720</u>	<u>96,242,253</u>

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

Signatures	Date
<u><i>Debra M. West</i></u>	<u>3/24/09</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-FY2008

PROJECT #	PROJECT DESCRIPTION	BUDGETED AMOUNT	SUB GRANTEE
2008-48	Critical Infrastructure Assessments	\$ 50,980	PBC EM
2008-49	Generator	\$ 48,345	Greenacres
2008-50	Security Camera System-Security camera for the City Hall building which is the secondary EOC for the City.	\$ 15,037	Greenacres
2008-51	Upgrade Security System	\$ 11,877	Greenacres
2008-52	Water Utilities Department Intrusion Detection Systems Project	\$ 61,973	PBC Water Utilities
2008-53	CBRNE Threat- Coordinating Procedures	\$ 62,500	PBC EM
2008-54	HAZMAT ID-Two infrared spectrometers	\$ 65,625	PBC Fire Rescue
2008-55	HERC Hazardous Material and Evacuation Training, Exercise and Equipment Project	\$ 50,000	PBC Medical Society
2008-56	Countywide Patient Handling Protocol	\$ 50,000	PBC Medical Society
2008-57	Mass Fatality Incident Management Equipment	\$ 35,000	PBC Medical Examiner
TOTAL \$		451,337	

Contract Number: 09DS-48-11-16-02-
CFDA Number: 97.067

FEDERALLY-FUNDED SUBGRANT AGREEMENT

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

THIS AGREEMENT IS ENTERED INTO BASED ON THE FOLLOWING REPRESENTATIONS:

- A. The Recipient represents that it is fully qualified and eligible to receive these grant funds to provide the services identified herein; and
- B. 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 below; and
- C. The Division has statutory authority to disburse the funds under this Agreement.

THEREFORE, the Division and the Recipient agree to the following:

(1) SCOPE OF WORK.

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

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

The Recipient and the Division shall be governed by applicable State and Federal laws, rules and regulations, including those identified in Attachment B.

(3) PERIOD OF AGREEMENT.

This Agreement shall begin upon execution by both parties, and shall end 30 months after the date of execution, but no later than May 31, 2011, 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 agreed upon shall be valid only when in writing, signed by each of the parties, and attached to the original of this Agreement.

(5) RECORDKEEPING

(a) As applicable, Recipient's performance under this Agreement shall be subject to the federal Common Rule: Uniform Administrative Requirements for State and Local Governments" (53 Federal Register 8034) or OMB Circular No. A-110, "Grants and Agreements with Institutions of 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 to show its compliance with the terms of this Agreement, and the compliance of all subcontractors or consultants paid from funds 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, the State Chief Financial Officer or the State Auditor General access to the records upon request. The Recipient shall ensure that audit working papers are available to them upon request for a period of five years from the date the audit report is issued, unless extended in writing by the Division. The five year period may be extended for the following exceptions:

1. If any litigation, claim or audit is started before the five year period expires, and extends beyond the five year period, the records shall be retained 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 it is acquired shall be retained for five years after final disposition.
3. Records relating to real property acquired 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 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 ordinarily 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 reasonable times for inspection, review, or audit by state personnel and other personnel authorized by the Department or the Division. "Reasonable" shall ordinarily mean normal business hours of 8:00 a.m. to 5:00 p.m., local time, Monday through Friday.

(c) The Recipient shall provide the Department 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 shows the 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, including Federal resources received from the Division. 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 for 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 chooses 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 funds.

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

The Division at each of the following addresses:

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

[also send an electronic copy 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 (submit the number of copies required by Sections .320(d)(1) and (2), OMB Circular A-133, as revised), 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 send 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 Division at the following addresses:

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

[also send an electronic copy to aurilla.parrish@dca.state.fl.us]

and

Division of Emergency Management
Bureau of Response
2555 Shumard Oak Boulevard
Tallahassee, Florida 32399-2100

(g) By the date due, send any reports, management letter, or other information required to be submitted to the Division pursuant to this Agreement 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 should state the date that the reporting package was delivered to the Recipient when submitting financial reporting packages to 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,

(i) If the audit shows that all or any portion of the funds disbursed 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 days after 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), either 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 received by the Division no later than nine months from the end of the Recipient's fiscal year.

(7) REPORTS

(a) The Recipient shall provide the Division with quarterly reports and 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 any other information requested by the Division.

(b) Quarterly reports are due to the Division no later than 30 days after the end of each quarter of the program year and shall be sent 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 60 days after completion of the activities contained in this Agreement, whichever first occurs.

(d) If all required reports and copies 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 other action as stated in Paragraph (11) REMEDIES. "Acceptable to the Division" means that the work product was completed in accordance with the Budget and Scope of Work.

(e) The Recipient shall provide additional program updates or information that may be required by the Division.

(8) MONITORING.

The Recipient shall monitor its performance under this Agreement, as well as that of its subcontractors and/or consultants who are paid from funds provided under this Agreement, to ensure that time schedules are being met, the Schedule of Deliverables and Scope of Work are being accomplished within the specified time periods, and other performance goals are being achieved. A review shall be done for each function or activity in Attachment A to this Agreement, and reported in the quarterly report.

In addition to reviews of audits conducted in accordance with paragraph (6) above, monitoring procedures may include, but not be limited to, on-site visits by Division staff, limited scope audits, and/or other procedures. The Recipient agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the Division. In the event that the Division or the Department determines that a limited scope audit of the Recipient is appropriate, the Recipient agrees to comply with any additional instructions provided by the Division or the Department 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 Florida Chief Financial Officer 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 is solely responsible to parties it deals with in carrying out the terms of this Agreement, and shall hold the Division harmless against all claims of whatever nature by third parties arising from the work performance 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 which is a state agency or subdivision, as defined in Section 768.28, Fla. Stat., agrees to be fully responsible for its negligent or tortious acts or omissions which result in

claims or suits against the Division, and agrees to be liable for any damages proximately caused by the acts or omissions to the extent set forth in Section 768.28, Fla. Stat. 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 further payment of funds shall, if the Division elects, terminate and the Division has the option to exercise any of its remedies set forth in Paragraph (11). However, the Division may make payments or partial payments after any Events of Default without 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 is or becomes false or misleading in any respect, or if the Recipient fails to keep or perform any of the obligations, terms or covenants in this Agreement or any previous agreement with the Division and has not cured them in timely fashion, or is unable or unwilling to meet its obligations under this Agreement;

(b) If material adverse changes occur in the financial condition of the Recipient at any time during the term of this Agreement and the Recipient fails to cure this adverse change within thirty days from 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 on time any of its obligations under this Agreement.

(11) REMEDIES.

If an Event of Default occurs, then the Division may, after thirty calendar days written notice to the Recipient and upon the Recipient's failure to cure within those thirty days, 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 days prior written notice of the termination. The notice shall be effective when placed in the United States, first class mail, postage prepaid, by registered or certified mail-return receipt requested, to the address in paragraph (13) herein;

(b) Begin 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) Require that the Recipient refund to the Division any monies used for ineligible purposes under the laws, rules and regulations governing the use of these funds.

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

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

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

law.

(g) Pursuing any of the above remedies will not stop the Division from pursuing any other remedies in this Agreement or provided at law or in equity. If the Division waives any right or remedy in this Agreement or fails to insist on strict performance by the Recipient, it will not affect, extend or waive any other right or remedy of the Division, or affect the later exercise of the same right or remedy by the Division for any other default by the Recipient.

(12) TERMINATION.

(a) The Division may terminate this Agreement for cause after thirty days written notice. Cause can include misuse of funds, fraud, lack of compliance with applicable rules, laws and regulations, failure to perform on time, 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 continuing the Agreement would not produce beneficial results in line with the further expenditure of funds, by providing the Recipient with thirty calendar days prior written notice.

(c) The parties may agree to terminate this Agreement for their mutual convenience through a written amendment of this Agreement. The amendment will state 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 receipt of the termination notice will be disallowed. The Recipient shall not be relieved of liability to the Division because of any breach of Agreement by the Recipient. The Division may, to the extent authorized by law, withhold payments to the Recipient for the purpose of set-off until 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 named below, at the address below, and this 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
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
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 provided as outlined in (13)(a) above.

(14) SUBCONTRACTS

If the Recipient subcontracts any of the work required under this Agreement, a copy of the unsigned subcontract must be forwarded to the Division for review and approval before it is executed 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. The Recipient shall document in the quarterly report the subcontractor's progress in performing its work under this Agreement.

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.

(b) In the event of any inconsistencies or conflict between the language of this Agreement and the attachments, the language of the attachments shall control, but only to the extent of the 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 – Statement of 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 **\$6,191,025**, 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 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 below, 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.

_____ 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 the United States Congress, the federal Office of Management and Budgeting, the State Chief Financial Officer or under subparagraph (20)(h) of this Agreement, all obligations on the part of the Division to make any further payment of funds shall terminate, and the Recipient shall submit its closeout report within thirty days of receiving notice from the Division.

(18) REPAYMENTS

All refunds or repayments due to the Division under this Agreement are to be made payable to the order of "Department of Community Affairs" and mailed directly to 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 the Division a service fee of \$15.00 or 5% of the face amount of the returned check or draft, whichever is greater.

(19) MANDATED 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 later submission or response to a Division request, or in any submission or response to fulfill the requirements of this Agreement. All of said information, representations, and materials is incorporated by reference. The inaccuracy of the submissions or any material changes shall, at the option of the Division and with thirty 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 be in the Circuit Court of Leon County. If any provision of this Agreement is in conflict with any applicable statute or rule, or is unenforceable, then the provision shall be null and void to the extent of the conflict, and shall be 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 term of this Agreement.

(d) This 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.), which prohibits discrimination by public and private entities on the basis of disability in employment, public accommodations, transportation, State and local government services, and telecommunications.

(f) Those who have 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 \$25,000.00 for a period of 36 months from the date of being placed on the convicted vendor list or on the discriminatory vendor list.

(g) Any Recipient which is not a local government or state agency, and which receives funds under this Agreement from the federal government, 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 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 19(g)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.

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

In addition, the Recipient shall send to the Division (by email or by facsimile transmission) the completed "Certification Regarding Debarment, Suspension, Ineligibility And Voluntary Exclusion" (Attachment G) for each intended subcontractor which Recipient plans to fund under this Agreement. The form must be received by the Division before the Recipient enters into a contract with any 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) Any bills for travel expenses shall be submitted in accordance with Section 112.061, Fla. Stat.

(k) The Division reserves the right to unilaterally cancel this Agreement if the Recipient refuses to allow public access to all documents, papers, letters or other material subject to the provisions of Chapter 119, Fla. Stat., which the Recipient created or received under 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 Division.

(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 of these meetings shall be publicly noticed, open to the public, and the minutes of all the meetings shall be public records, available to the public in accordance with Chapter 119, Fla. Stat.

(o) 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, unless it would not be in the public interest or unreasonable in cost.

(20) LOBBYING PROHIBITION

(a) No funds or other resources received from the Division under 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 Recipient, 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 Recipient shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying."

3. The Recipient shall require that this certification be included in the award documents for all subawards (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose.

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.

(21) 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 has 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 is developed in the course of or as a result of work or services performed under this Agreement, or in any way connected with it, the Recipient shall refer the discovery or invention to the Division for a determination whether the State of Florida will seek patent protection in its name. Any patent rights accruing under or in connection with the performance of this Agreement are reserved to the State of Florida. If any books, manuals, films, or other copyrightable material are produced, the Recipient shall notify the Division. Any copyrights accruing under or in connection with the performance under this Agreement are transferred by the Recipient to the State of Florida.

(c) Within thirty days of execution of this Agreement, the Recipient shall disclose all intellectual properties relating 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 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.

(22) LEGAL AUTHORIZATION.


The Recipient certifies that it has the legal authority to receive the funds under this Agreement and that its governing body has authorized the execution and acceptance of this Agreement. The Recipient also certifies that the undersigned person has the authority to legally execute and bind Recipient to the terms of this Agreement.

(23) ASSURANCES.

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

IN WITNESS WHEREOF, the parties hereto have executed this Agreement.

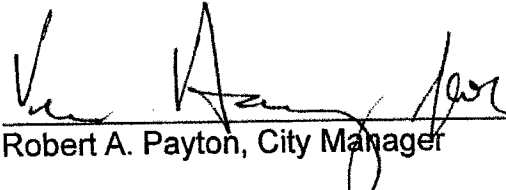
RECIPIENT: CITY OF MIRAMAR

By: 
Name and title: Vernon Hargray, Assist. City Manager
Date: 3/27/2009
FID# _____

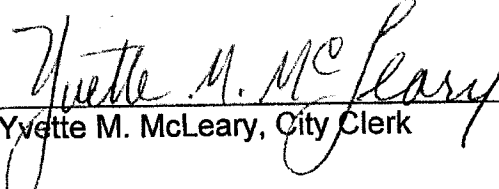
**STATE OF FLORIDA
DIVISION OF EMERGENCY MANGEMENT**

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

CITY OF MIRAMAR, FLORIDA

By: 
Robert A. Payton, City Manager

ATTEST:


Yvette M. McLeary, City Clerk

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

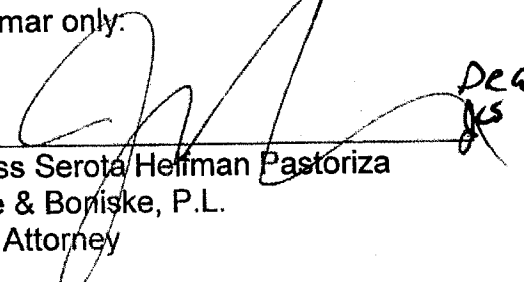
By  Dec 15
Weiss Serota Helfman Pastoriza
Cole & Boriske, P.L.
City Attorney

EXHIBIT - 1

THE FOLLOWING FEDERAL RESOURCES ARE AWARDED TO THE RECIPIENT UNDER THIS AGREEMENT:

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

Federal Program

Federal agency: **Urban Area Security Initiative (UASI)**

Catalog of Federal Domestic Assistance title and number: **97.067**

Award amount: **\$6,191,025**

THE FOLLOWING COMPLIANCE REQUIREMENTS APPLY TO THE FEDERAL RESOURCES AWARDED UNDER THIS AGREEMENT:

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

Federal Program:

List applicable compliance requirements as follows:

1. Recipient is to use funding to perform eligible activities as identified in the Office of Grants and Training Fiscal Year 2008-2009 State Homeland Security Grant Program (SHSGP), consistent with the Department of Homeland Security State Strategy.
2. Recipient is subject to all administrative and financial requirements or will be in violation with the terms of the agreement.

NOTE: Instead of listing the specific compliance requirements as shown above, the State awarding agency may elect to use language that requires the Recipient to comply with the requirements of applicable provisions of specific laws, rules, regulations, etc. For example, for Federal Program 1, the language may state that the Recipient must comply with specific laws, rules, or regulations that pertain 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.

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.
- ↓ The equipment category will require a "Detailed Budget Worksheet" including the proposed equipment to be purchased and the corresponding FY2008 Authorized Equipment List (AEL) reference number. The AEL can be found at www.rkb.mipt.org.
- ↓ The transfer of funds between the categories listed in the "Proposed Program Budget" is permitted. However, at the discretion of the Recipient, funds allocated to Management and Administration costs (as described in the "Proposed Program Budget") may be put towards Programmatic costs instead.
- ↓ No more than 3% of each Recipient's total award may be expended on Management and Administration costs.

Grant	Recipient Agency	Category	Amount Allocated
Homeland Security Grant Program – Urban Area Security Initiative – Issue 62	City of Miramar	City of Miramar Allocation	\$6,382,500
		State Management and Administration withheld 3%	\$191,475
		City of Miramar Remaining Award after 3% reduction	\$6,191,025
		City of Miramar LETP-Type Activities (25% of \$6,191,025) This amount is not in addition to the remaining award amount but instead signifies the amount needed to meet the %25 requirement.	\$1,547,756
		City of Miramar eligible Management and Administration (3% of \$6,191,025) This amount is not in additlon to the remaining award amount but instead signifies the amount eligible for M&A.	\$185,730
Total Award			\$6,191,025

SFUASI 2008 Budget Request

Budg. Yr.	LEFP	Bomb Sq	Fund. Pri	UASI No.	Regional	No.	Description of Project	Final Based on Award	Planning	Organizing	Exercise	Training	Equipment	M&A	POETE Total	Primary Grantee	AEL	Inv. Justification	
08	N	3				FL-19	EOC Enhancement-equipment and furnishings for the enhancement of the City's Emergency Operations Center.	\$ 55,625					\$ 55,625	\$ -	\$ 55,625	Broward	21GN-00-OCEQ	#1 NIMS/NRP	
08	N	3				FL-20	EOC Enhancement-necessary equipment and supplies, Satellite phones and data services	\$ 136,500					\$ 136,500	\$ -	\$ 136,500	Broward	21GN-00-OCEQ	#1 NIMS/NRP	
08	Y	3				FL-11	NIMS/ACS Training offer NIMS/ACS 300 and 400 courses in order to maintain NIMS compliancy. All courses will be offered regionally.	\$ 30,000				\$ 30,000		\$ -	\$ 30,000	Broward	21GN-00-TRNG	#1 NIMS/NRP	
08	N	3				FL-36	EOC Enhancements - Upgrade and enhance equipment for EOC.	\$ 30,395					\$ 30,395	\$ -	\$ 30,395	Ft. Laud	21GN-00-OCEQ	#1 NIMS/NRP	
08	N	3				FL-36	Utilities Emergency Response Plan	\$ 30,000			\$ 30,000			\$ -	\$ 30,000	Ft. Laud	Planning	#1 NIMS/NRP	
08	Y	3				FL-13	Emergency Communication with Back Up System	\$ 47,050					\$ 47,050	\$ -	\$ 47,050	Broward	06CC-05-PRTY	#3 NIPP	
08	Y	2				FL-21.6	Six x-ray machines for court house security measures	\$ 29,289					\$ 29,289	\$ -	\$ 29,289	BSO	15SC-00-PPSS	#3 NIPP	
08	N	NA				FL-26	Generator Load Bank-purchase load bank that allows for testing at the Facility where the generators are staged.	\$ 50,000					\$ 50,000	\$ -	\$ 50,000	Coral Springs	10GE-00-GENR	#3 NIPP	
08	N	NA				FL-27	Lift Station Generators-Purchase of two 65kw portable generators to power Lift Stations during times of outages	\$ 75,000					\$ 75,000	\$ -	\$ 75,000	Coral Springs	10GE-00-GENR	#3 NIPP	
08	N	3				FL-32	Electronic Data Management for Emergency Purchase	\$ 11,250					\$ 11,250	\$ -	\$ 11,250	Ft. Laud	13IT-00-DEXC	#3 NIPP	
08	Y	2				FL-62	Water/Wastewater Plant Security	\$ 59,720					\$ 59,720	\$ -	\$ 59,720	Miramar	05NP-00-SEIM	#3 NIPP	
08	Y	2		R	Reg-11	Critical Infrastructure Coordinator (FDLE)	\$ -						\$ -	\$ -	Miramar-Reg	Planning	#3 NIPP		
08	Y	2					Critical Infrastructure Assessments	\$ 50,980	\$ 50,980				\$ 48,345	\$ -	\$ 48,345	PBC	10GE-00-GENR	#3 NIPP	
08	N	2					Generator	\$ 48,345					\$ 15,037	\$ -	\$ 15,037	PBC	14SW-01	#3 NIPP	
08	N	2				FL-71	Security Camera System-Security camera for the City Hall building which is the secondary EOC for the City.	\$ 15,037					\$ 11,877	\$ -	\$ 11,877	PBC	14SW-01	#3 NIPP	
08	N	2				FL-72	Upgrade Security System	\$ 11,877					\$ 61,973	\$ -	\$ 61,973	PBC	05NP-00-SEIM	#3 NIPP	
08	Y	2				FL-66	Water Utilities Department Intrusion Detection Systems Project	\$ 61,973					\$ 97,899	\$ -	\$ 97,899	Broward	14SW-01-WALL	#4 Info Share	
08	Y	2				FL-19	Ft. Lauderdale International Airport, fencing/hardening	\$ 97,899					\$ 13,121	\$ -	\$ 13,121	BSO	04HW-01-HHCD	#4 Info Share	
08	Y	3				FL-21.8	Four laptop computers for BSO mobile command post	\$ 13,121					\$ 24,725	\$ -	\$ 24,725	BSO	04HW-02-BARC	#4 Info Share	
08	Y	2				FL-21.9	One license plate tag reader for BSO Counter Terrorism Unit	\$ 24,725					\$ 22,200	\$ -	\$ 22,200	BSO	030E-02-TILA	#4 Info Share	
08	Y	2				FL-21.4	Two Aviator's Night Vision Goggles for helicopter pilots	\$ 22,200					\$ 50,000	\$ -	\$ 50,000	Hollywood	04MD-01-CMRA	#4 Info Share	
08	Y	2				FL-44	Information Sharing Enhancement-Digital camera and data management system for crime scenes.	\$ 50,000					\$ 30,000	\$ -	\$ 30,000	Miramar-Reg	14CI-00-COOP	#4 Info Share	
08	Y	2		R	Reg-3	Virtual Fusion Center - Information Systems and connectivity equipment	\$ 30,000					\$ 30,000	\$ -	\$ 30,000	Miramar-Reg	14CI-00-COOP	#4 Info Share		
08	Y	2		R	Reg-5	Virtual Fusion Center - Information Systems and connectivity - Virtual Fusion Center (equipment)	\$ 30,000						\$ -	\$ -	\$ 276,900	Miramar-Reg	Planning	#4 Info Share	
08	Y	2		R	Reg-7	Virtual Fusion Center - Two Intel Analysts for Broward and Palm Beach County	\$ 276,900		\$ 276,900				\$ 35,000	\$ -	\$ 35,000	PBSO	14SW-01-SIDV	#4 Info Share	
08	Y	2					Auto Tag Reader: Read and track license plates to prevent and mitigate terrorism	\$ 35,000						\$ -	\$ -	\$ 25,000	PBSO	21GN-00-CCEQ	#4 Info Share
08	Y	3					Business Partners Against Terrorism	\$ 25,000	\$ 25,000				\$ 20,000	\$ -	\$ 20,000	PBSO	14SW-01-VIDA	#4 Info Share	
08	Y	2					CCTV/ Wireless Airport Video Surveillance. Partner with federal and local stakeholders to upgrade the camera system. Need LCD video and hand held monitors.	\$ 20,000					\$ 44,000	\$ -	\$ 44,000	PBSO	13-LE-00-SURV	#4 Info Share	
08	Y	2					Covert Surveillance Equipment. Use in Counterterrorism and crime investigations	\$ 44,000						\$ -	\$ -	\$ 50,980	PBSO	14SW-01	#4 Info Share
08	Y	2					Critical Infrastructure	\$ 50,980	\$ 50,980				\$ 66,357	\$ -	\$ 66,357	PBSO	21GN-00-OCEQ	#4 Info Share	
08	Y	2					PBC Fusion Center: Framework to share information and intelligence, become active participants in R-Dex and FLEX	\$ 66,357					\$ 50,000	\$ -	\$ 50,000	PBSO	13IT-00-INTL	#4 Info Share	
08	Y	2					PBC LE Exchange system connecting all FL LE agencies to central information sharing system.	\$ 50,000					\$ 35,000	\$ -	\$ 35,000	Broward	06CP-01-REPT	#5 Comm	
08	Y	3				FL-12	Emergency AM Radio Station Repeater	\$ 35,000					\$ 145,200	\$ -	\$ 145,200	Coral Springs	04HW-01-MOBL	#5 Comm	
08	Y	NA				FL-28	Mobile CAD-Enhance interoperable communications with school resource officers through acquisition of lap top computers with wireless access to web-based computer aided dispatching (CAD), response plans, and resource tracking programs.	\$ 145,200					\$ 145,200	\$ -	\$ 145,200	Coral Springs	04HW-01-MOBL	#5 Comm	