

**PALM BEACH COUNTY  
BOARD OF COUNTY COMMISSIONERS**

**AGENDA ITEM SUMMARY**

**Meeting Date: October 06, 2009**

**Consent**

**Regular**

**Workshop**

**Public Hearing**

**Department**

**Submitted By:**

**PUBLIC SAFETY**

**Submitted For:**

**EMERGENCY MANAGEMENT**

**I. EXECUTIVE BRIEF**

**Motion and Title:** Staff recommends motion to receive and file: an executed interlocal agreement with the City of Greenacres to provide grant funding of \$75,259 from August 03, 2009 through May 31, 2011 for the purchase and installation of a security camera system, security access system, and a 200kw generator as approved by the Fort Lauderdale Urban Area Security Initiative (UASI).

**Summary:** The County was awarded \$451,337 a U.S. Department of Homeland Security 2008 Grant through the Fort Lauderdale UASI. Three projects totaling \$75,279 were awarded to the City of Greenacres. This interlocal agreement provides the mechanism to provide the grant to the City of Greenacres. Resolution R-2006-2669 approved by the Board of County Commissioners on December 05, 2006 authorized the County Administrator or his designee to execute standard UASI sub-grant agreements with various governmental and private agencies on behalf of the Board of County Commissioners. **No County match is required. Countywide (GB)**

**Background and Policy Issues:** In early 2006, the Fort Lauderdale UASI was credited with 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 Fort Lauderdale, Miramar, Miami Gardens, Hollywood, and Coral Springs as the core cities. At the first organizational meeting of 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 this grant.

**Attachments:**

- 1) Interlocal Agreement with the City of Greenacres, Florida

**Recommended and Approved:**

*Vivian G. Bonvento* 8/27/09  
 Assistant County Administrator Date


**II. FISCAL IMPACT ANALYSIS**

**A. Five Year Summary of Fiscal Impact:**

<b>Fiscal Years</b>	<u>2010</u>	<u>2011</u>	<u>2012</u>	<u>2013</u>	<u>2014</u>
<b>Capital Expenditures</b>	_____	_____	_____	_____	_____
<b>Operating Costs</b>	<u>75,259</u>	_____	_____	_____	_____
<b>External Revenues</b>	<u>(75,259)</u>	_____	_____	_____	_____
<b>Program Income (County)</b>	_____	_____	_____	_____	_____
<b>In-Kind Match (County)</b>	_____	_____	_____	_____	_____
<b>NET FISCAL IMPACT</b>	<u>- 0 -</u>	_____	_____	_____	_____
<b># ADDITIONAL FTE POSITIONS (Cumulative)</b>	<u>- 0 -</u>	_____	_____	_____	_____


Is Item Included In Current Budget? Yes X No \_\_\_\_\_  
 Budget Account No.: Fund 1427 Department 662 Unit 7352 Object 8101  
 Revenue: Fund 1427 Department 662 Unit 7352 Rev. Source 3129

**B. Recommended Sources of Funds/Summary of Fiscal Impact:**  
 Funding is provided by the Urban Area for Security Initiatives (UASI) Grant for FY 2008 received through the City of Miramar fiscal agent for UASI in this area.

**C. Departmental Fiscal Review:** 

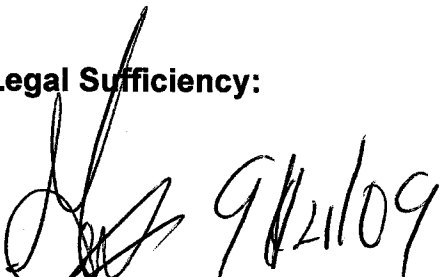
**III. REVIEW COMMENTS**

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

  
 OFMB 8/9/09 8/10/09 9/2/09

  
 Contract Development & Control

**B. Legal Sufficiency:**

  
 Assistant County Attorney

**C. Other Department Review:**

\_\_\_\_\_  
 Department Director



## City of Greenacres

5800 Melaleuca Lane • Greenacres • Florida • 33463-3515  
Ph: 561-642-2006 • Fax: 561-642-2004 • Email: shill@ci.greenacres.fl.us

Samuel J. Ferreri  
Mayor

Wadie Atallah  
City Manager

July 8, 2009

Mr. Vincent J. Bonvento  
Assistant County Administrator  
And Public Safety Department Director  
Department of Public Safety  
Division of Emergency Management  
20 South Military Trail  
West Palm Beach, FL 33412

RECEIVED  
JUL 08 2009  
PUBLIC SAFETY  
DEPARTMENT


RE: City of Greenacres – Resolution No. 2009-03  
2008 Urban Area Security Initiative Grant Agreement  
Between the City of Greenacres and Palm Beach County

Dear Mr. Bonvento:

On July 6, 2009, the City Council unanimously approved Resolution No. 2009-03 that authorized the execution of the 2008 Urban Area Security Initiative Grant Agreement between the City of Greenacres and Palm Beach County to fund a security camera system, an access control software system, and a generator; and they authorized the appropriate City Officials to execute all documents and take actions to effectuate the terms of the agreement. Attached you will find a Certified Copy of Resolution No. 2009-03, along with two (2) original Agreements. Upon approval and signature of Board of Commissioners of Palm Beach County, please forward one (1) copy of the executed Agreement to me for the City's record.

If you have any questions, please feel free to call Steve Booth, Assistant Director of the Department of Public Safety at 561-642-2156.

Sincerely,

  
Sondra K. Hill, MMC  
City Clerk

cc: Wadie Atallah, City Manager  
Phillip A. Ludos, Director of Public Safety  
Steve Booth, Assistant Director of Public Safety

Attachment: Resolution No. 2009-03 and  
Three (3) Original USAI Agreements

Richard C. Radcliffe  
Councilman • District I

Peter A. Noble  
Councilman • District II

Charles E. Shaw  
Councilman • District III

Doris A. Fouts  
Councilwoman • District IV

Norman W. Rose  
Councilman • District V



# City of Greenacres

5800 Melaleuca Lane • Greenacres • Florida • 33463-3515  
Ph: 561-642-2017 • Fax: 561-642-2004 • Email: cm@ci.greenacres.fl.us

Samuel J. Ferreri  
Mayor

Wadie Atallah  
City Manager

## OFFICE OF THE CITY CLERK

### CERTIFICATION

**STATE OF FLORIDA**

**COUNTY OF PALM BEACH**

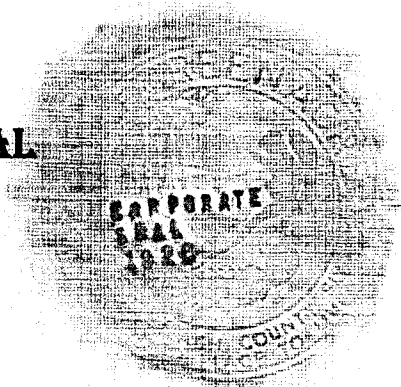
**I. SONDRA K. HILL, THE UNDERSIGNED AUTHORITY, DO  
HEREBY CERTIFY THAT THE FOREGOING IS A TRUE,  
EXACT, AND CORRECT COPY OF EXECUTED RESOLUTION  
NO. 2009-03 THAT WAS ADOPTED BY THE CITY COUNCIL  
AT THE MEETING OF JULY 6, 2009.**

**WITNESS BY MY HAND AND OFFICIAL CORPORATE  
SEAL, THIS 7TH DAY OF JULY, 2009.**

**CITY OF GREENACRES, FLORIDA**

**SONDRA K. HILL, MMC  
CITY CLERK**

**SEAL**



Richard C. Radcliffe  
Councilman • District I

Peter A. Noble  
Councilman • District II

Charles E. Shaw  
Councilman • District III

Doris A. Fouts  
Councilwoman • District IV

Norman W. Rose  
Councilman • District V

**RESOLUTION NO. 2009-03**

**A RESOLUTION ADOPTED BY THE CITY COUNCIL OF THE CITY OF GREENACRES, FLORIDA, AUTHORIZING THE EXECUTION OF THE 2008 URBAN AREA SECURITY INITIATIVE GRANT AGREEMENT BETWEEN THE CITY OF GREENACRES AND PALM BEACH COUNTY, TO FUND A SECURITY CAMERA SYSTEM, AN ACCESS CONTROL SOFTWARE SYSTEM, AND A GENERATOR; AND AUTHORIZING THE APPROPRIATE CITY OFFICIALS TO EXECUTE ALL DOCUMENTS AND TAKE ACTIONS TO EFFECTUATE THE TERMS OF THE AGREEMENT; AND PROVIDING FOR AN EFFECTIVE DATE**

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

**WHEREAS**, the Fort Lauderdale UASI invited the Palm Beach County Board of County Commissioners and the Sheriff of Palm Beach County to participate as equal partners with the core cities, and

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

**WHEREAS**, The Fort Lauderdale UASI, through the City of Miramar, will provide \$451,337.00 as a portion of the UASI funds to Palm Beach County as a sub-grantee, and

**WHEREAS**, the City of Greenacres has been identified as a recipient of \$75,259.00 of the funds granted to Palm Beach County.

**WHEREAS**, the City Council wishes to authorize the appropriate City officials to execute the 2008 Urban Area Security Initiative Grant Agreement and implement the terms of the agreement; and

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF GREENACRES, FLORIDA, THAT:**

**Section 1.** The City Council grants authorization for the execution of the 2008 Urban Area Security Initiative Grant Agreement between the City of Greenacres and Palm Beach County.

**Section 2.** The City Council authorizes the appropriate City officials to execute all necessary documents and take the necessary steps to effectuate the terms of the agreement.

**Section 3.** This Resolution shall be effective upon its adoption.

RESOLVED AND ADOPTED this 6<sup>th</sup> day of July, 2009.

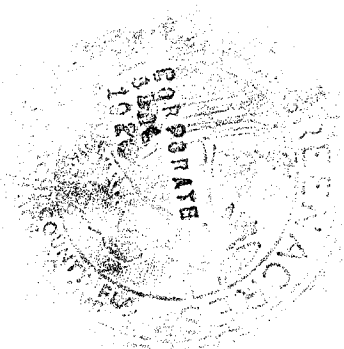
ABSENT

Samuel J. Ferreri  
Mayor

Attest:

Sondra K. Hill

Sondra K. Hill  
City Clerk



Charles E. Shaw Voted  
Deputy Mayor

Richard C. Radcliffe  
Councilman, District I

Peter A. Noble  
Councilman, District II

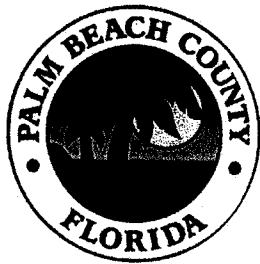
Doris A. Fouts (yes)  
Councilwoman, District IV

Norman W. Rose (yes)  
Councilman, District V

Approved as to Form and Legal Sufficiency:

Pamela S. Terranova

Pamela S. Terranova  
City Attorney

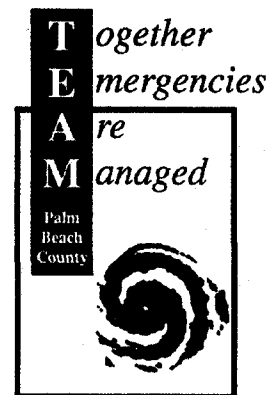


Department of Public Safety  
Division of Emergency Management  
20 S. Military Trail  
West Palm Beach, FL 33412  
(561) 712-6400  
Fax: (561) 712-6464  
[www.pbcgov.com](http://www.pbcgov.com)

■  
**Palm Beach County  
Board of County  
Commissioners**  
Jeff Koons, Chairman  
Burt Aaronson, Vice Chairman  
Karen T. Marcus  
Shelley Vana  
Steven L. Abrams  
Jess R. Santamaria

**County Administrator**  
Robert Weisman

*"An Equal Opportunity  
Affirmative Action Employer"*



June 18, 2009

Mr. Steven D. Booth  
Assistant Director  
Department of Public Safety  
City of Greenacres  
2995 Jog Road  
Greenacres, Florida 33467-2003

**RE: Interlocal Agreement with Palm Beach County  
Urban Area Security Initiative (UASI) Grant 2008**

Mr. Booth:

Enclosed with this letter are three (3) copies of the proposed Interlocal Agreement between the City of Greenacres and Palm Beach County that delineates the responsibilities of the City of Greenacres under the FY 2008 Urban Area Security Initiative (UASI) Grant as a recipient of \$75,259 of the funds granted to Palm Beach County. Each of the three copies enclosed has already been reviewed and signed by our County Attorney's Office staff attorney as to "Form and Legal Sufficiency."

Please have each of the three copies of the proposed interlocal agreement executed by appropriate authorities representing the City of Greenacres then return all three executed interlocal agreements to my attention at Public Safety Administration at the address indicated in the upper left-hand corner of this letter.

The Board of County Commissioners (BCC) approved the Memorandum of Agreement between the City of Miramar, the "Sponsoring Agency" for the FY 2008 UASI Grant, and Palm Beach County, the "Participating Agency," at its regular meeting on Tuesday, June 16, 2009 (Consent Agenda Item 3X2). This action by the BCC approved the City of Greenacres as a partial recipient (\$75,259) of the total funds granted to Palm Beach County.

Please let me know if additional information is necessary regarding this agreement.

Vince J. Bonvento  
Assistant County Administrator  
And Public Safety Department Director



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

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

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

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

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

**WHEREAS**, the Ft. Lauderdale UASI, through the City of Miramar, will provide \$451,337 (Four Hundred Fifty One Thousand and Three Hundred Thirty Seven Dollars) as a portion of the UASI funds to Palm Beach County as a sub-grantee; and

**WHEREAS**, the City of Greenacres has been identified as a recipient of \$75,259 of the funds granted to Palm Beach County.

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

**Article 1. Purpose**

This agreement delineates the responsibilities of the AGENCY for activities under FY2008 Urban Area Security Initiative (UASI) which was made available by the U.S. Department of Homeland Security, through the Office for Domestic Preparedness and the State of Florida.

**Article 2. Scope**

The provisions of this agreement apply to FY2008 UASI activities to be performed at the request of the federal government, and in conjunction with, preparation for, or in anticipation of a terrorist event.

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

**Article 3. CITY OF GREENACRES agrees to:**

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

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

C. Comply with reporting requirements identified in Attachment 2.

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

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

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

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

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

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

J. Comply with the requirements of the UASI Grant Program FY 2008 and the terms, conditions, certifications and other requirements contained in the Federally-Funded Subgrant Agreement between the State of Florida, Division of Emergency Management, and the City of Miramar, attached hereto as "Attachment 3", including but not limited to budget authorizations, required accounting and reporting on fund usage, use of funds only for the intended purpose, and tracking of federally funded assets.

**Article 4. Palm Beach County agrees to:**

A. Review invoices received from the AGENCY to verify that services have been rendered in conformity with the Agreement. Approved invoices will then be sent to the UASI fiscal agent for review and approval. Upon approval by the UASI, the COUNTY

will send the AGENCY's approved invoice to the COUNTY's Finance Department for payment. Invoices will normally be paid within thirty (30) days following the COUNTY representative's submittal. Invoices not approved will be returned to AGENCY for correction and resubmittal.

B. Reimburse AGENCY an amount not to exceed \$75,259 when properly invoiced requests have been approved by the UASI.

#### **Article 5. Term of Agreement and Obligation to Pay**

A. The term of this agreement commences upon execution by the AGENCY and COUNTY and terminates on May 31, 2011 unless otherwise extended upon the written agreement of each party.

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

#### **Article 6. Liability**

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

#### **Article 7. Indemnification**

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

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

#### **Article 8. Insurance**

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

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

**Article 9. Non-Discrimination**

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

**Article 10. Modifications of Work**

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

**Article 11. Relationship of the Parties**

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

**Article 12. No Third Party Beneficiaries**

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

**Article 13. Notices**

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

If to COUNTY to: Vincent J. Bonvento,  
Assistant County Administrator/Director  
Department of Public Safety  
20 South Military Trail  
West Palm Beach, FL 33415

With a copy to: Denise M. Nieman, County Attorney  
301 North Olive Ave.  
West Palm Beach, FL 33401

If to AGENCY to: Steven D. Booth,  
Assistant Director  
City of Greenacres  
Department of Public Safety

**Article 14. Severability**

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

**Article 15. Waiver and Delay**

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

**Article 16. Assignment; Binding Agreement**

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

**Article 17. Governing Law and Venue**

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

**Article 18. Entirety of Contractual Agreement**

The COUNTY and AGENCY agree that this Agreement sets forth the entire agreement between the parties, and that there are no promises or understandings other than those stated herein. None of the provisions, terms and conditions contained in this Agreement may be added to, modified, superseded or otherwise altered, except by written instrument executed by the parties hereto in accordance with Article 10-Modifications of Work.

**Article 19. Termination**

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

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

\_\_\_\_\_ OF  
PALM BEACH COUNTY, FLORIDA

By: \_\_\_\_\_  
TITLE

PALM BEACH COUNTY BOARD  
OF COUNTY COMMISSIONERS

By: *Vincent J. Bonvento*  
Vincent J. Bonvento,  
Asst County Administrator/Director  
Department of Public Safety

ATTEST: \_\_\_\_\_

SHARON R. BOCK,  
CLERK & COMPTROLLER

DATE: \_\_\_\_\_

By: \_\_\_\_\_  
Deputy Clerk

for By: *Charles E. Shaw* *DEPUTY MAYOR*  
TITLE Samuel J. Ferreri, Mayor  
(Charles E. Shaw)

ATTEST: *Sondra K. Hill*

APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY

DATE: July 6, 2009

By: *Pamela S. Terranova*  
Pamela S. Terranova  
City Attorney

By: *Sondra K. Hill*  
TITLE Sondra K. Hill, City Clerk

APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY

APPROVED AS TO TERMS AND  
CONDITIONS

By: *[Signature]*  
County Attorney

By: *Vincent J. Bonvento*  
Department Director

**ATTACHMENT 1**

**SCOPE OF WORK  
City of Greenacres**

**Upgrade Security, Camera Systems, and Replacement of Generator for the  
Emergency Operations Center**

Located 5 miles from the Atlantic Ocean in Southeast Florida, the City of Greenacres is home to approximately 32,548 residents and over 700 small and medium sized businesses. The City was founded in 1926, and today is the 10th largest city of the 38 municipalities in Palm Beach County.

The City of Greenacres has been identified as a recipient of UASI Grant funds granted to Palm Beach County through the City of Miramar. Greenacres has been awarded three (3) grant projects from the FY 2008 UASI totaling \$75,259 as follows:

1. **SECURITY CAMERA SYSTEM.** This project encompasses the purchase and installation of a security camera system for the new Greenacres City Hall built in 2007 which was designed to serve as a secondary Emergency Operations Center for the City. The security camera system will consist of six dome cameras, operating software, a DVR, and installation. Necessary to deter potential criminal activity, it will record and document any such crimes and assist with investigation and possible prosecution of those involved.

**Total Grant Award** **\$15,037**

2. **SECURITY ACCESS SYSTEM.** This project involves the purchase of an upgraded security system with enhanced features for Public Safety Headquarters which serves as the Emergency Operations Center for the City of Greenacres. The existing system consists of a thirty-two button control panel monitored by the Communications (i.e., Dispatch) Division. The enhanced "Point and Click" computer controlled system will enable the current control panel to be wired to an Access Control Reader that will allow two (2) Dispatches to operate and monitor the enhanced security access system by computer with little or no interruption, while providing emergency dispatch services:

**Total Grant Award** **\$11,877**

3. **GENERATOR.** This project involves the purchase of a new 200 kw diesel generator to provide backup power for the City's Public Safety Headquarters/Emergency Operations Center. The existing generator was purchased in 1985 to support a then smaller size facility and has been experiencing electrical malfunctions including, at times, becoming completely inoperable during hurricane events of 2004 and 2005. The City needs to replace the existing generator with one capable of supporting the size of the since expanded Headquarters facility (i.e., 19,256 sq. ft.) that will ensure operability of the 9-1-1 Center and life/safety operations during a power outage.

**Total Grant Award** **\$48,345**

## **Attachment 2**

### **Reimbursement of Expenses**

In order for the authorized expenses to be reimbursed, the documentation in support of the expenses must be submitted to the Palm Beach County Public Safety Department. Examples of documentation are as follows:

- Executed Contracts
- Purchase Requisitions
- Purchase Order
- Paid Invoice
- Copies of checks
- Serial Number of Equipment Purchased
- Authorized Equipment List (AEL) Number
- Equipment Custodian
- Equipment Location
- Photographs of Equipment

Reimbursement claims are first submitted to the City of Miramar for submission to the Florida Department of Emergency Management (FDEM) for approval.



ATTACHMENT 3  
CITY OF MIRAMAR AGREEMENT WITH  
FLORIDA DEPT OF EMERGENCY MANAGEMENT

**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](mailto: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 10<sup>th</sup> 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](mailto: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](mailto: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](mailto: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.

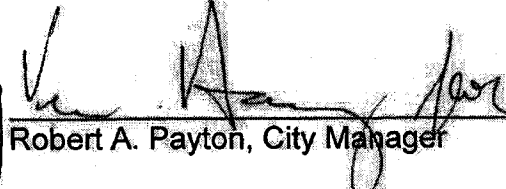
RECIPIENT: CITY OF MIRAMAR

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

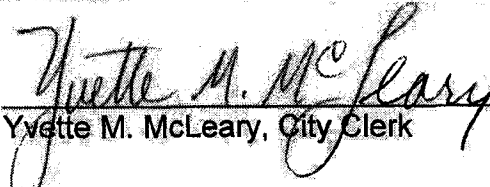
**STATE OF FLORIDA  
DIVISION OF EMERGENCY MANGEMENT**

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

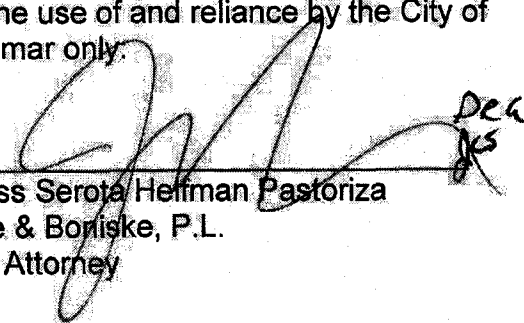
CITY OF MIRAMAR, FLORIDA

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

RE: 2008 UASI Contract with Division of Emergency Management



**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](http://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 addition to the remaining award amount but instead signifies the amount eligible for M&A.	\$185,730
<b>Total Award</b>			<b>\$6,191,025</b>

SFUASI 2008 Budget Request

Budg. Yr.	LEFP	Bomb Sq	Funct. 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-18	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/ICS Training offer NIMS/ICS 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	Fl. Laud	21GN-00-OCEQ	#1 NIMS/NRP
08	N	3				FL-38	Utilities Emergency Response Plan	\$ 30,000			\$ 30,000			\$ -	\$ 30,000	Fl. 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-28	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	Fl. 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				\$ 50,980	\$ -	\$ 50,980	PBC	Planning	#3 NIPP
08	N	2					Generator	\$ 48,345					\$ 48,345	\$ -	\$ 48,345	PBC	10GE-00-GENR	#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					\$ 15,037	\$ -	\$ 15,037	PBC	14SW-01	#3 NIPP
08	N	2				FL-72	Upgrade Security System	\$ 11,877					\$ 11,877	\$ -	\$ 11,877	PBC	14SW-01	#3 NIPP
08	Y	2				FL-66	Water Utilities Department Intrusion Detection Systems Project	\$ 61,973					\$ 61,973	\$ -	\$ 61,973	PBC	05NP-00-SEIM	#3 NIPP
08	Y	2				FL-19	Fl. Lauderdale International Airport, fencing/hardening	\$ 97,899					\$ 97,899	\$ -	\$ 97,899	Broward	14SW-01-WALL	#4 Info Share
08	Y	3				FL-21.8	Four laptop computers for BSO mobile command post	\$ 13,121					\$ 13,121	\$ -	\$ 13,121	BSO	04HW-01-HHCD	#4 Info Share
08	Y	2				FL-21.9	One license plate tag reader for BSO Counter Terrorism Unit	\$ 24,725					\$ 24,725	\$ -	\$ 24,725	BSO	04HW-02-BARC	#4 Info Share
08	Y	2				FL-21.4	Two Aviator's Night Vision Goggles for helicopter pilots	\$ 22,200					\$ 22,200	\$ -	\$ 22,200	BSO	030E-02-TILA	#4 Info Share
08	Y	2				FL-44	Information Sharing Enhancement-Digital camera and data management system for crime scenes.	\$ 50,000					\$ 50,000	\$ -	\$ 50,000	Hollywood	04MD-01-CMRA	#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					\$ 30,000	\$ -	\$ 30,000	Miramar-Reg	14CI-00-COOP	#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				\$ 276,900	\$ -	\$ 276,900	Miramar-Reg	Planning	#4 Info Share
08	Y	2					Auto Tag Reader: Read and track license plates to prevent and mitigate terrorism	\$ 35,000					\$ 35,000	\$ -	\$ 35,000	PBSO	14SW-01-SIDV	#4 Info Share
08	Y	3					Business Partners Against Terrorism	\$ 25,000	\$ 25,000				\$ 25,000	\$ -	\$ 25,000	PBSO	21GN-00-CCEQ	#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					\$ 20,000	\$ -	\$ 20,000	PBSO	14SW-01-VIDA	#4 Info Share
08	Y	2					Covert Surveillance Equipment. Use in Counterterrorism and crime investigations	\$ 44,000					\$ 44,000	\$ -	\$ 44,000	PBSO	13-LE-00-SURV	#4 Info Share
08	Y	2					Critical Infrastructure	\$ 50,980	\$ 50,980				\$ 50,980	\$ -	\$ 50,980	PBSO	14SW-01	#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					\$ 66,357	\$ -	\$ 66,357	PBSO	21GN-00-OCEQ	#4 Info Share
08	Y	2					PBC LE Exchange system connecting all FL LE agencies to central information sharing system.	\$ 50,000					\$ 50,000	\$ -	\$ 50,000	PBSO	13IT-00-INTL	#4 Info Share
08	Y	3				FL-12	Emergency AM Radio Station Repeater	\$ 35,000					\$ 35,000	\$ -	\$ 35,000	Broward	06CP-01-REPT	#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

SFUASI 2008 Budget Request

Budg. Yr.	LEPP	Bomb Sq	Fund. Prt	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	Y	NA				FL-43	Public Safety Radios and Portable Repeater	\$ 172,696					\$ 172,696	\$ -	\$ 172,696	FL Laud	06CP-03-PRAC	#5 Comm
08	N	NA				FL-35	Satellite Comms for Mobile CP	\$ 17,700					\$ 17,700	\$ -	\$ 17,700	FL Laud	06CC-03-SATM	#5 Comm
08	Y	NA				FL-48	Interoperability Project- 900 Mhz Wireless Network System	\$ 300,069					\$ 300,069	\$ -	\$ 300,069	Hollywood	04HW-03-WAP	#5 Comm
08	Y	3				FL-51	Mobile Command Center- purchase of a Mobile Command Center and associated lighting, software and communications equipment to be fully operational.	\$ 405,112					\$ 405,112	\$ -	\$ 405,112	Miami Gardens	12VE-00-CMDV	#5 Comm
08	N	3				FL-54	9-1-1 Dispatch Center Upgrade-Upgrade capability to monitor Turnpike and Interstate traffic flow	\$ 15,357					\$ 15,357	\$ -	\$ 15,357	Miramar	04AP-01-CADS	#5 Comm
08	Y	NA				FL-80	Strengthen Interoperable Communications: project to initiate transition to portable digital radio communication system components.	\$ 408,303					\$ 408,303	\$ -	\$ 408,303	Pembroke	06CP-01-PORT	#5 Comm
08	N	3				FL-78	Fire Rescue/Haz Mat Team Cache Enhancement- radio interoperability equipment which will permit real time communications with state and federal response agencies.	\$ 131,089					\$ 131,089	\$ -	\$ 131,089	Sunrise	13JT-00-DEXC	#5 Comm
08	Y	2				FL-21.5	Marine Patrol/HazMat/SWAT: Mobile trailer system, high pressure breathing Air compressor for SCUBA, SCBA tanks.	\$ 95,996					\$ 95,996	\$ -	\$ 95,996	BSO	12TR-00-TEQP	#6 CBRNE
08	Y	2				FL-21.2	Mobile Adjustable Ramp system (MARS) with prime mover for SWAT team; tactical entry to aircraft, buses and buildings; sniper platform	\$ 234,928					\$ 234,928	\$ -	\$ 234,928	BSO	20TE-00-NTRY	#6 CBRNE
08	Y	NA				FL-21.7	Rescue boat for marine patrol: trailer and motor; designed for dive teams	\$ 29,499					\$ 29,499	\$ -	\$ 29,499	BSO	17WC-00-WCSR	#6 CBRNE
08	Y	3				FL-31	Base Facility for First Responders-600KW Generator, Emergency backup power supply transfer switch	\$ 50,000					\$ 50,000	\$ -	\$ 50,000	Coral Springs	10PE-00-PTSW	#6 CBRNE
08	Y	1					Thermal Imagers	\$ 27,000					\$ 27,000	\$ -	\$ 27,000	Coral Springs	03OE-02-TILA	#6 CBRNE
08	N	3				FL-40	CBRNE & Critical Stress Incident Training - train and prepare 33% of the operations division to deal effectively, efficiently and safely when dealing with a CBRNE incident.	\$ 62,800				\$ 62,800	\$ -	\$ -	\$ 62,800	Ft. Laud	21GN-00-TRNG	#8 CBRNE
08	N	3				FL-34	Emergency Logistics Support Equipment - Logistics support equipment needed to enhance delivery of service.	\$ 15,580					\$ 15,580	\$ -	\$ 15,580	Ft. Laud	21GN-00-OCEQ	#8 CBRNE
08	Y	2				FL-46	Tactical Entry Equipment-Night Vision Equipment for SWAT	\$ 62,000					\$ 62,000	\$ -	\$ 62,000	Hollywood	04MD-01-LAMP	#6 CBRNE
08	N	NA				FL-59	Portable Generators	\$ 154,000					\$ 154,000	\$ -	\$ 154,000	Miramar	10PE-00-PTSW	#6 CBRNE
08	Y	3				FL-68	CBRNE Threat- Coordinating Procedures	\$ 62,500	\$ 62,500				\$ -	\$ -	\$ 62,500	PBC	11RE-00-RFCB	#6 CBRNE
08	N	2				FL-67	HAZMAT ID-Two infrared spectrometers	\$ 65,625					\$ 65,625	\$ -	\$ 65,625	PBC	07CD-02-DPGC	#6 CBRNE
08	N	3				FL-69	HERC Hazardous Material and Evacuation Training, Exercise and Equipment Project	\$ 50,000			\$ 20,000	\$ 10,000	\$ 20,000	\$ -	\$ 50,000	PBC	PT&E and 09PH-03	#6 CBRNE
08	Y	2					MARS (Mobile Adjustable Ramp System)	\$ 160,000					\$ 160,000	\$ -	\$ 160,000	PBSO	20TE-00-NTRY	#6 CBRNE
08	Y	2				FL-79	Enhance CBRNE Response- trailer mounted, battery operated three-piece telescoping 26-foot mast that will contain four pan/tilt/zoom (PTZ) cameras.	\$ 313,403					\$ 313,403	\$ -	\$ 313,403	Sunrise	04MD-01-CMRA	#6 CBRNE
08	N	3				FL-65	Countywide Patient Handling Protocol	\$ 50,000	\$ 50,000				\$ -	\$ -	\$ 50,000	PBC	09ME-01-PEDT	#7 Med Surge
08	N	3				FL-70	Mass Fatality Incident Management Equipment	\$ 35,000					\$ 35,000	\$ -	\$ 35,000	PBC	05NP-00-SEIM	#7 Med Surge
08	N	3				FL-8	Broward Emergency Preparedness Network	\$ 25,000	\$ 25,000				\$ -	\$ -	\$ 25,000	Broward	06CP-04-WADN	#8 Plan/Prepare
08	N	3				FL-10	Community Preparedness Planning - Establish a countywide strategic plan for citizen preparedness, training, and volunteer support.	\$ 22,684	\$ 22,684				\$ -	\$ -	\$ 22,684	Broward	Planning	#8 Plan/Prepare
08	Y	1					CEMP/COOP Table Top Exercise	\$ 10,000			\$ 10,000		\$ -	\$ -	\$ 10,000	Coral Springs	Exercise	#8 Plan/Prepare
08	N	3					Fiber transmitter/receiver allow EOC to broadcast live	\$ 3,093					\$ 3,093	\$ -	\$ 3,093	Coral Springs	21GN-00-OCEQ	#8 Plan/Prepare
08	Y	3				FL-24	Public Alert and Warning System Enhancement-AM Radio streamer for city website and telephone on-hold message	\$ 46,000					\$ 46,000	\$ -	\$ 46,000	Coral Springs	04AP-09-ALRT	#8 Plan/Prepare
08	Y	3				FL-41	Beach Public Notification System	\$ 53,304					\$ 53,304	\$ -	\$ 53,304	FL Laud	04AP-09-ALRT	#8 Plan/Prepare
08	N	3				FL-37	CERT - funds for recruitment, training, exercising, provision of supplies and equipment, and continuation of education.	\$ 29,000				\$ 15,000	\$ 14,000	\$ -	\$ 29,000	Ft. Laud	21GN-00-TRNG	#8 Plan/Prepare
08	N	3				FL-33	Emergency Preparedness Outreach Campaign	\$ 15,000	\$ 15,000				\$ -	\$ -	\$ 15,000	Ft. Laud	Planning	#8 Plan/Prepare
08	N	3				FL-58	PPE for Community Services Field Personnel	\$ 15,043					\$ 15,043	\$ -	\$ 15,043	Miramar	01CB-04-ENSM	#8 Plan/Prepare

SFUASI 2008 Budget Request

Budg. Yr.	LETP	Bomb Br.	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	Y	3				FL-64	UASI Planners: Salary for two EM Planners to assist in developing and maintaining PD and FR emergency management policies, plans, exercises	\$ 162,746	\$ 162,746						\$ -	\$ 162,746	Miramar	Planning	#8 Plan/Prepare
08	Y	3			R	Reg-42a	Citizen Corps - Establish a regional Citizen Corps Program (planning, training, exercise and equipment)	\$ 400,000	\$ 200,000		\$ 50,000	\$ 50,000	\$ 100,000		\$ 400,000	Miramar-Reg	21GN-00-TRNG	#8 Plan/Prepare	
08	Y	3			R		Resource Typing, contract support	\$ 239,600	\$ 239,600						\$ 239,600	Miramar-Reg	Planning	#8 Plan/Prepare	
08	N	3			R		WebEOC Admin	\$ 300,000	\$ 300,000						\$ 300,000	Miramar-Reg	Planning	#8 Plan/Prepare	
08	N	NA				FL-82	Fort Lauderdale Management and Administration. Includes staff, travel and indirect costs. (3% of award)	\$ 191,475						\$ 191,475	\$ 191,475	Miramar	M&A	#8 Plan/Prepare	
<b>Total</b>								<b>\$ 6,191,025</b>	<b>\$ 1,204,490</b>	<b>\$ 276,900</b>	<b>\$ 110,000</b>	<b>\$ 167,800</b>	<b>\$ 4,240,360</b>	<b>\$ 191,475</b>	<b>\$ 6,191,025</b>				
									19%	4%	2%	3%	68%	3%					

## Budget Detail Worksheet

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

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

Budget Detail Worksheet - 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, including State Preparedness Reports			
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			
<b>Overtime and backfill costs</b> – 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 FEMA			
Allowable LETP Planning Costs	Quantity	Unit Cost	Total Cost
Conducting point vulnerability analyses and assessments			
Soft target security planning (public gatherings)			
Developing border security operations plans in coordination with CBP			
Developing, implementing, and reviewing Area Maritime Security Plans for ports, waterways, and coastal areas			
Updating and refining threat matrices			
Integrating and coordinating private sector participation with fusion center activities			
Developing and implementing civil rights, civil liberties and privacy policies, procedures, and protocols.			
Acquiring systems allowing connectivity to State, local, and Federal data networks, such as the National Crime Information Center (NCIC) and Integrated Automated Fingerprint Identification System (IAFIS), as appropriate			
Designing and developing State and local geospatial data systems			

Establishment / Enhancement of Fusion Centers <ul style="list-style-type: none"> <li>Hiring an IT specialist to plan, develop, and implement the IT applications necessary for the fusion center</li> <li>Developing and planning for information/intelligence sharing groups</li> <li>Hiring contractors and consultants to make recommendations on the development of the fusion center</li> </ul>			
<b>Allowable Organizational Activities (limited to 25% of the total UASI award)</b>	<b>Quantity</b>	<b>Unit Cost</b>	<b>Total Cost</b>
Overtime for information, investigative, and intelligence sharing activities (up to 25 percent of the allocation)			
Reimbursement of select operational expenses associated with increased security measures at critical infrastructure sites, incurred during time periods of DHS-declared alerts (up to 25 percent of the allocation). <ul style="list-style-type: none"> <li>Backfill and overtime expenses for staffing state or local EOCs</li> <li>Hiring of contracted security for critical infrastructure sites</li> <li>Public safety overtime</li> <li>National Guard deployments to protect critical infrastructure sites, including all resources that are part of the standard National Guard deployment</li> <li>Increased border security activities in coordination with CBP</li> </ul>			
Hiring of new staff position contractors/consultants for participation in information/intelligence analysis and sharing groups or intelligence fusion center activities			
<b>Allowable Training Costs</b>	<b>Quantity</b>	<b>Unit Cost</b>	<b>Total Cost</b>
Overtime and backfill for emergency preparedness and response personnel attending FEMA-sponsored and approved training classes.  Grantees may also use FEMA grant funds to cover overtime and backfill expenses for part-time and volunteer emergency response personnel participating in FEMA 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			
Tuition for higher education			
Other items			
<b>Allowable LETP Training Costs</b>	<b>Quantity</b>	<b>Unit Cost</b>	<b>Total Cost</b>
Participation in DHS approved intelligence analyst training			
Participation in up to three non-FEMA approved intelligence analyst training			
A complete list of FEMA approved courses may be found at <a href="http://www.ojp.usdoj.gov/FEMA/docs/Eligible_Federal_Courses.pdf">www.ojp.usdoj.gov/FEMA/docs/Eligible_Federal_Courses.pdf</a>			
<b>Allowable Training Costs</b>	<b>Quantity</b>	<b>Unit Cost</b>	<b>Total Cost</b>



<b>Design, Develop, Conduct and Evaluate an Exercise</b>			
<b>Exercise Planning Workshop</b> - 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.			
<b>Full or Part-Time Staff or Contractors/Consultants</b> - 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.			
<b>Overtime and backfill costs</b> – Overtime and backfill costs associated with the design, development and conduct of CBRNE exercises are allowable expenses.  Grantees may also use FEMA grant funds to cover overtime and backfill expenses for part-time and volunteer emergency response personnel participating in FEMA exercises.			
<b>Implementation of HSEEP</b>			
<b>Travel</b> - 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 <a href="http://www.ojp.usdoj.gov/FinGuide">http://www.ojp.usdoj.gov/FinGuide</a> .			
<b>Supplies</b> - 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).			
<b>Other Items</b> - These costs include the rental of space/locations for exercise planning and conduct, exercise signs, badges, etc.			
<b>Allowable CBRNE Exercise Costs</b>	<b>Quantity</b>	<b>Unit Cost</b>	<b>Total Cost</b>
Exercises to evaluate the effectiveness of information sharing plans, policies, procedures, and protocols			
Exercises to evaluate NIMS implementation. This includes costs associated with exercising components of the NIMS National Credentialing Framework			
Exercises to evaluate facility and/or vessel security protection			
Exercises to evaluate area maritime security protection			
Exercises to evaluate threat recognition capabilities			
Exercises to evaluate cyber security capabilities			
Exercises to evaluate agricultural/food security capabilities			
Exercises to evaluate prevention readiness and techniques			

"Red Team" (force on force) exercises			
Interoperable communications exercises			
Critical infrastructure vulnerability, protection, and/or attack exercises			
<b>Eligible Equipment Acquisition Costs</b> 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: <a href="http://www.rkb.mipt.org">http://www.rkb.mipt.org</a> ↓ Register on the website ↓ Log into the website ↓ Click on "search the RKB" ↓ Click on "DHS SLGCP Authorized Equipment List (AEL) – FY2008" ↓ 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"	<b>Quantity</b>	<b>Unit Cost</b>	<b>Total Cost</b>
<b>Personal protective equipment</b>			
e.g., 1.12.2.1, Covers, Outer Footwear			
<b>Explosive device mitigation and remediation equipment</b>			
<b>CBRNE operational search and rescue equipment</b>			
<b>Information technology</b>			
<b>Cyber security enhancement equipment</b>			
<b>Interoperable communications equipment</b>			
<b>Detection Equipment</b>			
<b>Decontamination Equipment</b>			
<b>Medical supplies and limited pharmaceuticals</b>			
<b>Power equipment</b>			
<b>CBRNE reference materials</b>			
<b>CBRNE incident response vehicles</b>			
<b>Terrorism incident prevention equipment</b>			
<b>Physical security enhancement equipment</b>			

Inspection and Screening systems			
Agriculture Terrorism Prevention, Response, and Mitigation Equipment			
CBRNE Response watercraft			
CBRNE Aviation Equipment			
CBRNE logistical support equipment			
Intervention equipment			
Other authorized equipment costs (include any construction or renovation costs in this category; Written approval must be provided by FEMA prior to the use of any FY 2008 UASI funds for construction or renovation)			
<b>Personnel</b>			
Up to 15% of programmatic spending may be used to support the hiring of full or part-time staff to conduct eligible programmatic activities			
<b>Management and Administration Costs</b>			
<b>Hiring of full-time or part-time staff or contractors/consultants:</b> <ul style="list-style-type: none"> <li>• To assist with the management of FY08 HSGP.</li> <li>• To assist with design, requirements, and implementation of FY08 HSGP.</li> <li>• To assist with the implementation and administration of the State Homeland Security Strategy, as it may relate to the individual grant program.</li> </ul>			
<b>Hiring of full-time or part-time staff or contractors/consultants and expenses related to:</b> <ul style="list-style-type: none"> <li>• HSGP application submission management activities and application requirements.</li> <li>• Meeting compliance with reporting/data collection requirements, including data calls.</li> </ul>			
<b>Development of operating plans for information collection and processing necessary to respond to DHS/FEMA data calls.</b>			
<b>Overtime and backfill costs –</b> Payment of overtime expenses will be for work performed by award (SAA) or sub-award employees in excess of the established work week (usually 40 hours) related to the M&A activities for the development and implementation of the programs under HSGP. These costs are allowed only to the extent the payment for such services is in accordance with the policies of the state or local unit(s) of government and has the approval of the state or the awarding agency, whichever is applicable. In no case is dual compensation allowable. That is, an employee of a unit of government may not receive compensation from their unit or agency of government AND from an award for a single period of time (e.g., 1:00 pm to 5:00 pm), even though such work may benefit both activities. Fringe benefits on overtime hours are limited to Federal Insurance Contributions Act (FICA), Workers' Compensation and Unemployment Compensation.			
Travel expenses			

<b>Meeting-related expenses</b> (For a complete list of allowable meeting-related expenses, please review the <i>OJP Financial Guide</i> at <a href="http://www.ojp.usdoj.gov/FinGuide">http://www.ojp.usdoj.gov/FinGuide</a> ).			
<b>Acquisition of authorized office equipment</b> , 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.			
<b>The following are allowable only within the contract period:</b> <ul style="list-style-type: none"> <li>• Recurring fees/charges associated with certain equipment, such as cell phones, faxes, etc.</li> <li>• Leasing and/or renting of space for newly hired personnel to administer programs within FY08 UASI.</li> </ul>			

## B. Scope of Work

Funding is provided to perform eligible activities as identified in the Office of Grants and Training Fiscal Year 2008 Urban Area Security Initiative (UASI) Grant Program, consistent with the Department of Homeland Security State Strategy and the Urban Area Strategy. Eligible activities are outlined in the Scope of Work for each category below:

### I. Categories and Eligible Activities

#### Urban Area Security Initiative

FY2008 UASI allowable costs are divided into the following categories: **planning, organization, equipment, training and exercises, management and administration cost** are allowable cost. At least 25% of UASI funds must be dedicated towards law enforcement terrorism prevention-oriented planning, organization, training, exercise and equipment activities. Each category's allowable costs have been listed in more detail in the "Budget Detail Worksheet" above.

#### A. Planning

Developing scenario plans that incorporate the range of prevention, protection, response, and recovery activities for a scenario

Developing and implementing homeland security support programs and adopting

DHS national initiatives including but not limited to the following:

- ↓ Implementing the National Preparedness Guidelines
- ↓ Costs associated with the adoption, implementation and adherence to NIMS compliance requirements; including implementing the NIMS National Credentialing Framework.
- ↓ Modifying existing incident management and EOPs to ensure proper alignment with the NRF 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 NIMS 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
- ↓ Preparing materials for the State Preparedness Report (SPR)

Developing related terrorism prevention activities including:

- ↓ Developing law enforcement prevention activities, to include establishing and/or enhancing a fusion center
- ↓ Hiring an IT specialist to plan, develop, and implement the IT applications necessary for a fusion center
- ↓ Developing and planning for information/intelligence sharing groups
- ↓ Hiring contractors and consultants to make recommendations on the development of a fusion center
- ↓ Integrating and coordinating private sector participation with fusion center activities
- ↓ Acquiring systems allowing connectivity to State, local, and Federal data networks, such as the National Crime Information Center (NCIC) and Integrated Automated Fingerprint Identification System (IAFIS), as appropriate
- ↓ 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 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 NRF
- ↓ 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 school preparedness plans
- ↓ Ensuring jurisdiction EOPs adequately address warnings, emergency public information, evacuation, mass care, resource management from non-governmental sources, unaffiliated volunteer and donations management, and volunteer resource integration to support each Emergency Support Function, to include appropriate considerations for special needs populations
- ↓ Developing and implementing civil rights, civil liberties and privacy policies, procedures, and protocols
- ↓ Designing and developing State and local geospatial data systems

**Developing or conducting assessments, including but not limited to:**

- ↓ Conducting point vulnerability assessments at critical infrastructure sites/key assets and develop remediation/security plans
- ↓ Developing border security operations plans in coordination with CBP
- ↓ Developing, implementing, and reviewing Area Maritime Security Plans for ports, waterways, and coastal areas
- ↓ Updating and refining threat matrices
- ↓ Conducting cyber risk and vulnerability assessments
- ↓ Conducting assessments and exercising existing catastrophic incident response and recovery plans and capabilities to identify critical gaps that cannot be met by existing local and State resources
- ↓ Conducting Bombing Prevention Capability Analysis
- ↓ Activities that 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 that directly support the identification of pre-designated temporary housing sites
- ↓ Conducting community assessments, surveys, and research of vulnerabilities and resource needs, and determine citizen education and participation to meet the needs
- ↓ Conducting Citizen Corps program assessments and evaluations, citizen preparedness surveys, volunteer impact studies, and cost/benefit analysis
- ↓ Soft target security planning (public gatherings)

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

**B. Organizational Activities**

No more than 25 percent of each individual UASI award amount may be used for operational expenses and overtime costs for the three (3) Organizational Activities noted below.

1. **Operational Overtime Costs.** In support of efforts to enhance capabilities for detecting, deterring, disrupting, and preventing acts of terrorism, operational overtime costs are allowable for increased security measures at critical infrastructure sites during DHS-declared periods of Orange or Red threat levels. Subject to these elevated threat level conditions, FY 2008 UASI funds for organizational costs may be used to support select operational expenses associated with increased security measures at critical infrastructure sites 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.

Consumable costs, such as fuel expenses, are not allowed except as part of the standard National Guard deployment package.

States with UASI jurisdictions can use funds retained at the State level to reimburse eligible operational overtime expenses incurred by the State (up to a maximum of 15 percent of the State share of the UASI grant). However, those activities must directly support increased security measures enacted in the UASI jurisdictions.

2. **Overtime Cost.** 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), DHS Border Enforcement Security Task Forces, and Integrated Border Enforcement.

3. **Intelligence Analysts.** UASI funds may be used to hire new staff and/or contractor positions to serve as intelligence analysts to enable information/intelligence sharing capabilities. In order to be hired as an intelligence analyst, staff and/or contractor personnel must meet at least one of the following criteria:

- ↓ Successfully complete training to ensure baseline proficiency in intelligence analysis and production within six months of being hired; and/or,
- ↓ Previously served as an intelligence analyst for a minimum of two years either in a Federal intelligence agency, the military, or State and/or local law enforcement-intelligence unit.

Costs associated with hiring new intelligence analysts are allowable only for two years, after which States and Urban Areas shall be responsible for supporting the sustainment costs for those intelligence analysts. Use of funds for the hiring of intelligence analysts represents a commitment by the grantee to sustain Federally-funded positions after the two-year Federal funding period with non-Federal resources. Failure to sustain such positions will result in disqualification of grantees from hiring analysts with Federal funds in future program years. In order to receive funds for hiring intelligence analysts, the SAA must retain certification on file stating that the responsible jurisdiction will assume responsibility for supporting the costs of the hired analysts following the two-year Federal funding period. This certification must also be accompanied by a budget plan providing the details of this arrangement.

All intelligence analysts training should be in accordance with Global's *Minimum Criminal Intelligence Training Standards for Law Enforcement and Other Criminal Justice Agencies in the United States*, which outlines the minimum categories of training needed for intelligence analysts. These include subject-matter expertise, analytic methodologies, customer-service ethics, information handling and processing skills, critical thinking skills, computer literacy, and objectivity and intellectual honesty. A certificate of completion of such training must be on file with the SAA and must be made available to Preparedness Officers upon request.

Under no circumstances may jurisdictions exceed 25 percent of their UASI award for these activities.

**C. Equipment Acquisition**

Any equipment purchased, under this contract, must be in accordance with the Authorized Equipment List (AEL), located at <http://www.rkb.us>.

**D. Training**

FY 2008 UASI funds may be used to enhance the capabilities of State and local government and non-governmental emergency preparedness and response personnel through development of a State homeland security training program.

Allowable training-related costs include:

- ↓ Funds used to develop, deliver, and evaluate training, including costs related to administering the training, planning, scheduling, facilities, materials and supplies, reproduction of materials, and equipment.
- ↓ Overtime and Backfill costs, as defined in this guidance, associated with attending or teaching FEMA-sponsored and/or approved training courses and programs are allowed. 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 both 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. Further, overtime costs associated with employees who participate in training in a teaching role for which they are compensated are not allowed. Fringe benefits on overtime hours are limited to Federal Insurance Contributions Act (FICA), Workers' Compensation and Unemployment Compensation.
- ↓ Travel costs (e.g., airfare, mileage, per diem, hotel) are allowable as expenses by employees who are on travel status for official business related to approved training.
- ↓ Hiring of Full or Part-Time Staff or Contractors/Consultants to support training-related activities. Payment of salaries and fringe benefits must be in accordance with the policies of the State or unit(s) of local government and have the approval of the State or awarding agency, whichever is applicable. Such costs must be included within the funding allowed for program management personnel expenses, which must not exceed 15 percent of the total allocation.
- ↓ Certification/Recertification of Instructors is an allowable cost. States are encouraged to follow the FEMA Instructor Quality Assurance Program to ensure a minimum level of competency and corresponding levels of evaluation of student learning. This is particularly important for those courses that involve training of trainers.

#### E. Exercises

All Urban Areas are required to develop a Multi-year Training and Exercise Plan and submit it to FEMA on an annual basis. This plan must tie into the Multi-year Training and Exercise Plan developed by the State and aligns with the Urban Area Homeland Security Strategy. Further, Urban Areas are encouraged to develop a Multi-year Plan and Schedule that takes into consideration anticipated training needs of the Urban Area for at least the immediate year, with exercises being timed to provide responders the opportunity to utilize training received. Further guidance concerning Training and Exercise Plan Workshops can be found in the HSEEP Volumes.

Allowable exercise-related costs include:

- ↓ **Funds Used to Design, Develop, Conduct and Evaluate an Exercise** – Includes costs related to planning, meeting space and other meeting costs, facilitation costs, materials and supplies, travel, and documentation.
- ↓ **Hiring of Full or Part-Time Staff or Contractors/Consultants** – Full or part-time staff may be hired to support exercise-related activities. Such costs must be included within the funding allowed for program management personnel expenses, which must not exceed 15 percent of the total allocation. The applicant's formal written procurement policy or the Federal Acquisition Regulations (FAR) – whichever is more stringent – must be followed. In no case is dual compensation allowable.
- ↓ **Overtime and Backfill** – Overtime and backfill costs associated with the design, development, and conduct of exercises are allowable expenses. 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 (see above). Fringe benefits on overtime hours are limited to FICA, Workers' Compensation and Unemployment Compensation.
- ↓ **Travel** – Travel costs are allowable as expenses by employees who are on travel status for official business related to the planning and conduct of exercise project(s).
- ↓ **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, rental of equipment (e.g., portable toilets, tents), food, refreshments, gasoline, exercise signs, badges, etc.

Unauthorized exercise-related costs include:

- ↓ Reimbursement for the maintenance and/or wear and tear costs of general use vehicles (e.g., construction vehicles) and emergency response apparatus (e.g., fire trucks, ambulances).
- ↓ Equipment that is purchased for permanent installation and/or use, beyond the scope of exercise conduct (e.g., electronic messaging signs).

#### Exercise Scenarios.

The scenarios used in exercises must be based on the Urban Area's Homeland Security Strategy and plans. Acceptable scenarios for UASI exercises include: chemical, biological, radiological, nuclear, explosive, cyber, agricultural and natural or technological disasters. Exercise scenarios must be catastrophic in scope and size, as defined by the National Response Framework. The scenarios used must focus on validating existing capabilities and must be large enough in scope and size to exercise multiple tasks and warrant involvement from multiple jurisdictions and disciplines and non-governmental organizations. Exercise scenarios should also be based on the Multi-year Training and Exercise Plan.

If a Urban Area will be hosting an upcoming special event (e.g., Super Bowl, G-8 Summit); they anticipate participating in a Tier 2 National-Level Exercise as defined by the National Exercise Program Implementation Plan (NEP I-Plan); or they anticipate that they will apply to be a venue for a Tier 1 National-Level Exercise, as defined by the I-Plan, they should plan to use UASI funding to finance training and exercise activities in preparation for that event. Urban Areas should also consider exercises at major venues (e.g., arenas, convention centers) that focus on evacuations, communications, and command and control. States should also anticipate participating in at least one Regional Exercise annually. States must include all confirmed or planned special events in the Multi-year Training and Exercise Plans.

#### F. Personnel

Personnel hiring, overtime, and backfill expenses are permitted under this grant in order to perform allowable FY 2008 HSGP planning, training, exercise, and equipment activities. Additional information can be found in your FY 2008 grant guidance.

- ↓ For SHSP and UASI, a personnel cap of up to 15 percent of each of the total program funds may be used. Grantees who wish to seek a waiver from the 15 percent personnel cap must provide documentation explaining why the 15 percent personnel cap is unacceptable; waiver requests will be considered only under extreme circumstances.
- ↓ The category of personnel costs does not apply to contractors.

#### 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 FY2008 UASI
- ↓ To assist with design requirements and the implementation of the FY2008 UASI
- ↓ To assist with the implementation and administration of the Urban Area Homeland Security Strategy, as it may relate to the FY2008 UASI

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

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

**Development of operating plans for information collection and processing necessary to respond to DHS/FEMA data calls**

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

**Travel expenses**

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

**Acquisition of authorized office equipment**

**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 FY2008 UASI

**H. Construction and Renovation**

Project construction and renovation not exceeding \$1,000,000 is also allowable, as deemed necessary by the Office of FEMA, under the FY 2008 UASI. Such construction and renovation shall be strictly limited and allowable only when it is necessary component of a security system at critical infrastructure facilities. The following actions and improvements are considered to constitute construction or renovation:

- ↓ Construction and/or renovation to guard facilities;
- ↓ Renovation of and modifications, including the installation of security and communication equipment, to buildings and structures that are 50 years old or older;
- ↓ Communications antennas;
- ↓ Any other construction or renovation efforts that change or expand the footprint of a facility or structure, including security enhancements to improve perimeter security; and
- ↓ Physical security enhancements, including but not limited to:
  - Lighting
  - Fencing
  - Closed-circuit television (CCTV) systems
  - Motion detection systems
  - Barriers, doors, gates and related security enhancements

**I. 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 FEMA prior to the use of any FY 2008 UASI funds for construction or renovation.

**I. Overtime and Backfill Guidance**

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

**Backfill-related overtime.** 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 FEMA-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).

Allowable Planning, Training, and Exercise Cost Specific to Law Enforcement Terrorism Prevention (LETP)-oriented Activities. At least 25% of UASI funds must be dedicated towards law enforcement terrorism prevention-oriented planning, organization, training, exercise and equipment activities.

**J. LETP Planning Activities:**

- ↓ Conducting point vulnerability analyses and assessments
- ↓ Soft target security planning (public gatherings)
- ↓ Developing border security operations plans in coordination with CBP
- ↓ Developing, implementing, and reviewing Area Maritime Security Plans for ports, waterways, and coastal areas
- ↓ Updating and refining threat matrices
- ↓ Integrating and coordinating private sector participation with fusion center activities
- ↓ Developing and implementing civil rights, civil liberties and privacy policies, procedures, and protocols.
- ↓ Acquiring systems allowing connectivity to State, local, and Federal data networks, such as the National Crime Information Center (NCIC) and Integrated Automated Fingerprint Identification System (IAFIS), as appropriate
- ↓ Designing and developing State and local geospatial data systems
- ↓ Costs associated with the adoption, implementation and adherence to NIMS compliance requirements; including implementing the NIMS National Credentialing Framework.
- ↓ Integrating and coordinating private sector participation with fusion center activities

**Establishment / Enhancement of Fusion Centers**

- ↓ Hiring an IT specialist to plan, develop, and implement the IT applications necessary for the fusion center
- ↓ Developing and planning for information/intelligence sharing groups
- ↓ Hiring contractors and consultants to make recommendations on the development of the fusion center

**K. LETP Training Activities:**

Law enforcement terrorism prevention protection-oriented funds may be used for a range of law enforcement terrorism prevention related training activities to enhance the capabilities of State and local personnel, including the following:

*Establishment / Enhancement of Fusion Centers*

Grant funds may be used to support intelligence analyst training in the following manners:

- ↓ **Participation in DHS approved intelligence analyst training:** States wishing to develop or sponsor intelligence analyst courses for a national audience should submit courses to FEMA for review and approval in accordance with the process outlined in Parts VI and VII of the FY2008 grant guidance. The list of approved courses will be constantly updated and can be accessed in the FEMA catalog at [http://www.fishrespondertaining.gov/odp\\_webforms](http://www.fishrespondertaining.gov/odp_webforms).
- ↓ **Limited participation in non-FEMA approved intelligence analyst training:** States may send students to attend non-approved intelligence analysis courses for up to three offerings in accordance with the training process outlined in Parts VI and VII of the FY 2008 grant guidance. A certificate of completion of all intelligence analysts training must be on file with the SAA and must be made available to Preparedness Officers upon request upon the hiring of personnel.

Allowable costs include training courses that focus on:

- ↓ Building information sharing capacities (especially among law enforcement, nonlaw enforcement, other government agencies, and the private sector)
- ↓ Methods of target hardening
- ↓ Facility law enforcement security personnel, to include facilities, vessels and ports
- ↓ CBRNE, agriculture, and cyber threats
- ↓ History of terrorism and social environments contributing to threats
- ↓ Surveillance and counter-surveillance techniques
- ↓ Privacy, civil rights, and civil liberties regulations, policies, procedures, and protocols
- ↓ Critical Infrastructure Protection training, to include identifying/assessing critical infrastructure assets, vulnerabilities, and threats
- ↓ Cyber/agriculture/food security threats recognition and protective measures training

- ↓ Cultural awareness training for community engagement activities and undercover operations related to terrorist organizations
- ↓ Languages, such as Arabic, Urdu, or Farsi, which are spoken by known terrorists and terrorist organizations
- ↓ Joint training with other homeland security entities (e.g., U.S. Secret Service, CBP)
- ↓ Use of interoperable communications equipment
- ↓ Collection, analysis, mapping, integration, and dissemination of geospatial data and imagery
- ↓ Geospatial database use, design, development, and management training
- ↓ Volunteer participation to support law enforcement and community policing activities related to increased citizen awareness of terrorism activities, to include the Volunteers in Police Service and Neighborhood Watch programs

**L. LETP Exercise Activities**

Law enforcement terrorism prevention protection-oriented funds may be used to design, develop, conduct, and evaluate terrorism prevention-related exercises, including the following:

- ↓ Exercises to evaluate the effectiveness of information sharing plans, policies, procedures, and protocols
- ↓ Exercises to evaluate NIMS implementation. This includes costs associated with exercising components of the NIMS National Credentialing Framework.
- ↓ Exercises to evaluate facility and/or vessel security protection
- ↓ Exercises to evaluate area maritime security protection
- ↓ Exercises to evaluate threat recognition capabilities
- ↓ Exercises to evaluate cyber security capabilities
- ↓ Exercises to evaluate agricultural/food security capabilities
- ↓ Exercises to evaluate prevention readiness and techniques
- ↓ "Red Team" (force on force) exercises
- ↓ Interoperable communications exercises
- ↓ Critical infrastructure vulnerability, protection, and/or attack exercises

Where practical, these exercises should involve the public sector, non-governmental partners, trained citizen volunteers, and the general public. State and local governments should work with their Citizen Corps Councils to include volunteers from programs such as Volunteers in Police Service, Neighborhood Watch, and the general public.

**J. National Incident Management System (NIMS) Compliance**

HSPD-5, "*Management of Domestic Incidents*," mandated the creation of NIMS and the National Response Plan (NRP). NIMS provides a consistent framework for entities at all jurisdictional levels to work together to manage domestic incidents, regardless of cause, size, or complexity. To promote interoperability and compatibility among Federal, State, local, and tribal capabilities, NIMS includes a core set of guidelines, standards, and protocols for command and management, preparedness, resource management, communications and information management, supporting technologies, and management and maintenance of NIMS. The NRP, using the template established by NIMS, is an all-discipline, all-hazards plan that provides the structure and mechanisms to coordinate operations for evolving or potential Incidents of National Significance, which are major events that "require a coordinated and effective response by an appropriate combination of Federal, State, local, tribal, private sector, and nongovernmental entities."

The NIMS Integration Center (NIC) recommends 38 NIMS Compliance Objectives for nongovernmental organizations that support NIMS implementation. These activities closely parallel the implementation activities that have been required of State, territorial, tribal, and local governments since 2004 and can be found at [www.fema.gov/pdf/emergency/nims/ngo\\_fs.pdf](http://www.fema.gov/pdf/emergency/nims/ngo_fs.pdf). To integrate nonprofit organizations into the broader national preparedness effort, DHS encourages grantees to consider pursuing these recommended activities.

Additionally, nongovernmental organizations grantees and sub-grantees will be required to meet certain NIMS compliance requirements. This includes all emergency preparedness, response, and/or security personnel in the organization participating in the development, implementation, and/or operation of resources and/or activities awarded through this grant must complete training programs consistent with the NIMS National Standard Curriculum Development Guide. Minimum training includes IS-700 NIMS: An Introduction. In addition, IS-800 a NRP: An Introduction, Incident Command System (ICS-100), Incident Command System (ICS-200), Intermediate Incident Command System (G-300), and Advanced Incident Command System (G-400) are also recommended. For additional guidance on NIMS training, please refer to [http://www.fema.gov/emergency/nims/nims\\_training.shtml](http://www.fema.gov/emergency/nims/nims_training.shtml).

Additional information about NIMS implementation and resources for achieving compliance are available through the NIMS Integration Center (NIC), at <http://www.fema.gov/emergency/nims/>.

### III. Reporting Requirements

#### 1. 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

#### 2. Programmatic Reporting-BSIR

At the end of each biannual reporting period (Jan to June and July to Dec), and for the life of the award, the subgrantee/recipient will report information for the federally required Biannual Strategy and Implementation Report (BSIR).

#### 3. 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.

#### 3. 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.

#### 4. 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 financial, programmatic and capability portion of the grant to include equipment procurement and compliance with applicable SHSGP grant guidance and statutory regulations.

Monitoring is accomplished utilizing various methods including desk monitoring and on-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. It is important to note that although a given grant has been closed successfully, it is still subject to either desk or on-site monitoring.

#### Examples of areas that may be examined include:

Management and administrative procedures  
Grant folder maintenance  
Equipment accountability and sub-hand receipt procedures

Program for obsolescence  
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/ICS compliance documentation

In certain circumstances, the FDEM may request additional monitoring/information if the activity, or lack thereof, 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 FDEM. The agency recipients will complete and submit the desk top monitoring within 14 business 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 FDEM 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 advance 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 Point of Contact (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 capital 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. Should no issues or findings be identified, a monitoring report to that effect will also be generated and sent to the grantee. The grantee will submit a Corrective Action Plan within a timeframe as determined by the FDEM. 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.

**K. Programmatic Point of Contact**

Contractual Point of Contact	Programmatic Point of Contact
Carolyn Washington FDEM 2555 Shumard Oak Blvd. Tallahassee, FL 32399-2100 (850) 410-1271 <a href="mailto:carolyn.washington@em.myflorida.com">carolyn.washington@em.myflorida.com</a>	Nicole Stanley FDEM 2555 Shumard Oak Blvd. Tallahassee, FL 32399-2100 (850) 410-3457 <a href="mailto:Nicole.stanley@em.myflorida.com">Nicole.stanley@em.myflorida.com</a>

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

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), Florida Statutes. The amount which may be advanced shall not exceed the expected cash needs of the Recipient within the initial three months of the Agreement.

**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 2005-2006	(B) FFY 2006-2007	(C) FFY 2007-2008	(D) Total
1	INITIAL CONTRACT ALLOCATION				
2	FIRST THREE MONTHS CONTRACT EXPENDITURES <sup>1</sup>				
3	AVERAGE PERCENT EXPENDED IN FIRST THREE MONTHS (Divide line 2 by line 1.)				

<sup>1</sup> 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 he or she 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.

<b>ESTIMATED EXPENSES</b>	
<b>BUDGET CATEGORY</b>	<b>2008-2009 Anticipated Expenditures for First Three Months of Contract</b>
<b>ADMINISTRATIVE COSTS (Include Secondary Administration.)</b>	
<b>PROGRAM EXPENSES</b>	
<b>TOTAL EXPENSES</b>	

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 the source and use 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 safeguard all 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 to determine whether costs are allowed and reasonable under the provisions of the applicable cost principles and the terms and conditions of this Agreement.
- (6) Cost accounting records that are supported by backup documentation.

Competition.

All procurement transactions shall be conducted in a manner to provide 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 offer or whose bid or offer is responsive to the solicitation and is most advantageous to the Recipient, considering the price, quality and other factors. Solicitations shall clearly set forth all requirements that the bidder or offer or must fulfill in order for the bid or offer to be evaluated by the Recipient. Any and all bids or offers may be rejected when it is in the Recipient's interest to do so.

Codes of conduct.

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

Business Hours

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

Licensing and Permitting

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

Attachment E

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

**Subcontractor 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.

**SUBCONTRACTOR:**

\_\_\_\_\_

By: \_\_\_\_\_  
Signature

\_\_\_\_\_  
Recipient's Name

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

\_\_\_\_\_  
Division Contract Number

\_\_\_\_\_  
Street Address

\_\_\_\_\_  
City, State, Zip

\_\_\_\_\_  
Date

**Attachment F**  
**Statement of Assurances**

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

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

properties and by (b) complying with all requirements established by the Federal grantor agency to avoid or mitigate adverse effects upon such properties.

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

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

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

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

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

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

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