

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

| Fiscal Years | 2013 | 2014 | 2015 | 2016 | 2017 |
|--|---------------|-------------|-------------|-------------|-------------|
| Capital Expenditures | \$561,635 | | | | |
| Operating Costs | \$448,665 | | | | |
| External Revenues | (\$1,010,300) | | | | |
| Program Income (County) | | | | | |
| In-Kind Match (County) | 0 | | | | |
| Net Fiscal Impact | 0 | | | | |
| # Additional FTE Positions (Cumulative) | 0 | | | | |

Is Item Included in Current Budget: YES _____ NO X

Budget Account No.: Fund 1152 Agency 160 Org 2237 Object 3129

Reporting Category _____

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

The Sheriff's Office has been awarded funds through Miami-Dade County as the Miami UASI's fiscal agent. The award of \$1,010,300 will be used to fund the Maritime Radar Project. There is no match requirement associated with this award. No additional positions are needed and no additional County funds are required.

| | |
|------------------------|--------------------|
| Maritime Radar Project | <u>\$1,010,300</u> |
| Total Program Budget | \$1,010,300 |

III REVIEW COMMENTS

A. OFMB Fiscal and/or Contract Administration Comments:

[Signature]
OFMB

[Signature]
Contract Administration

*5/12/12
12/11/12
12/13/12
(3)*

B. Legal Sufficiency:

[Signature]
Assistant County Attorney

C. Other Department Review:

Department Director

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

BOARD OF COUNTY COMMISSIONERS
PALM BEACH COUNTY, FLORIDA
BUDGET AMENDMENT

FUND 1152 - Sheriff's Grants Fund

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

| ACCT.NUMBER | ACCOUNT NAME | ORIGINAL BUDGET | CURRENT BUDGET | INCREASE | DECREASE | ADJUSTED BUDGET | EXPENDED/ ENCUMBERED | REMAINING BALANCE |
|---|-------------------------------------|------------------|--------------------|--------------------|------------|--------------------|----------------------|-------------------|
| Revenues | | | | | | | | |
| Maritime Radar Project 160-2237-3129 | Federal Grant - Other Public Safety | 0 | 0 | 1,010,300 | 0 | 1,010,300 | | |
| TOTAL REVENUES | | 5,064,394 | \$5,633,869 | \$1,010,300 | \$0 | \$6,644,169 | | |
| Expenditures | | | | | | | | |
| Maritime Radar Project 160-2237-9498 | Transfer to Sheriff's Fund 1902 | 0 | 0 | 1,010,300 | 0 | 1,010,300 | | |
| TOTAL EXPENDITURES | | 5,064,394 | \$5,633,869 | \$1,010,300 | \$0 | \$6,644,169 | | |

Palm Beach County Sheriff's Office

Signatures

Date

By Board of County Commissioners
At Meeting of December 18, 2012

INITIATING DEPARTMENT/DIVISION

Administration/Budget Department Approval

OFMB Department - Posted

Deputy Clerk to the
Board of County Commissioners

Attachment # 1

**SUB AWARD AGREEMENT
FOR JOINT COMPLETION OF AN URBAN AREAS
SECURITY INITIATIVE PROGRAM**

This Sub Award Agreement ("Agreement") is entered into by and between Palm Beach County Sheriff's Office (PBCSO) and Miami-Dade County ("County") for the purpose of carrying out FY 2010 Urban Areas Security Initiative (UASI) program objectives.

WHEREAS, the State of Florida Division of Emergency Management and the City of Miami entered into a Federally Funded Sub Grant, Contract Number: 12DS-A1-11-23-02-428 for the period beginning October 1, 2010 and ending no later than April 30, 2013 for the UASI, incorporated herein as Attachment B; and

WHEREAS, Miami-Dade County and the City of Miami have entered into a Sub Award Agreement titled "Memorandum of Agreement for Participating Miami UASI Grant FY 2010 Agencies" the period 01/04/2012 to 04/30/2013 for the County's participation in the UASI; incorporated herein as Attachment C; and

WHEREAS, the Miami-Dade County Board of County Commissioner's has authorized the County to enter into sub award agreements for applying for and receiving Homeland Security Grants through Resolution 1019-07, and

WHEREAS, the City of Miami and Miami-Dade County's Department of Emergency Management and Homeland Security have established a local Urban Area Workgroup (UAWG) with responsibility for overall planning and direction of the UASI objectives; and

WHEREAS, the UAWG jointly coordinates a county-wide vulnerability analysis and needs assessment, develops a homeland security strategy, and prepares budget detail worksheets providing a spending plan for the allocation of funds based upon said strategy; and

NOW, THEREFORE, in consideration of the foregoing, the County and PBCSO mutually agree as follows:

(1) SCOPE OF WORK

PBCSO shall fully perform the obligations in accordance with the Scope of Work, Attachment A, of this Agreement.

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

Both the County and PBCSO shall be governed by applicable State and Federal laws, rules and regulations, including but not limited to those identified in Attachments B and C.

(3) PERIOD OF AGREEMENT

This Agreement shall become effective on the date of its execution by the County and shall end on **December 31, 2012** unless terminated earlier in accordance with the provisions set forth in Attachments B and C.

(4) FUNDING/CONSIDERATION

(a) This is a cost-reimbursement Agreement. PBCSO shall be reimbursed for costs incurred in the satisfactory performance of the Scope of Work in an amount not to exceed \$1,010,300.00 subject to the availability of funds from the State of Florida Contract, Attachment B, and the City of Miami Memorandum of Agreement, Attachment C.

(b) PBCSO shall comply with all applicable procurement rules and regulations in securing goods and services to implement the Scope of Work. Whenever required by law or otherwise permitted, PBCSO shall utilize competitive practices.

(c) The equipment purchased under the terms of this Agreement shall remain the property of the County. The disposition of equipment shall be made in accordance with the County's policies and procedures, and applicable federal policies and procedures.

(d) Requests for reimbursement shall be submitted to the Miami-Dade Fire Rescue Department: Attn: Lisset Valledor, Grants Management Bureau. Reimbursement for eligible expenditures will be made only upon the satisfactory presentation of required supporting documents.

(e) Any payments due under the terms of this Agreement may be withheld pending the receipt and approval by the County of all reports and documents which PBCSO is required to submit to the County pursuant to the terms of this Agreement.

(f) Encumbrances, purchase orders, or signed contracts do not qualify as incurred costs.

(g) No advance funding to PBCSO will be provided.

(5) REPORTS

PBCSO shall provide budget, financial, and performance reports to the County. These reports are due within 30 days after the end of each calendar quarter that the Agreement is active. A close out report is due 45 days after termination of this Agreement or upon completion of the activities contained in this Agreement.

(6) AUDITS AND RECORDS

(a) Audit required. Non-Federal entities that expend \$300,000 (*\$500,000 for fiscal years ending after December 31, 2003*) or more in a year in Federal awards shall have a single audit conducted in accordance with the provisions of OMB Circular 133 except when they elect to have a program-specific audit conducted in accordance with the OMB Circular 133.

(b) Program-specific audit election. When an auditee expends Federal awards under only one Federal program (excluding R&D) and the Federal program's laws, regulations, or grant agreements do not require a financial statement audit of the auditee, the auditee may elect to have a program-specific audit conducted in accordance with OMB Circular 133.5. A program-specific audit may not be elected for R&D unless all of the Federal awards expended were received from the same Federal agency, or the same Federal agency and the same pass-through entity, and that Federal agency, or pass-through entity in the case of a sub recipient, approves in advance a program-specific audit.

(c) Exemption when Federal awards expended are less than \$300,000 (*\$500,000 for fiscal years ending after December 31, 2003*). Non-Federal entities that expend less than \$300,000 (*\$500,000 for fiscal years ending after December 31, 2003*) a year in Federal awards are exempt from Federal audit requirements for that year, except as noted in §215(a), of OMB Circular 133, but records must be available for review or audit by appropriate officials of the Federal agency, pass-through entity, and General Accounting Office (GAO).

(d) The County reserves the right to require PBCSO to submit to an audit by Miami-Dade County's Audit and Management Services Department or other auditor of the County's choosing, at PBCSO's expense. PBCSO shall provide access to all of its records, which relate directly or indirectly to this Agreement at its place of business during regular business hours. PBCSO shall retain all records pertaining to this Agreement and upon request make them available to the County for five years from the date the Audit Report is issued. PBCSO agrees to provide such assistance as may be necessary to facilitate the review or audit by the County to ensure compliance with applicable accounting and financial standards.

(e) PBCSO shall submit to the County an annual audit report in triplicate as required by OMB Circular 133, no later than nine months after the close of the fiscal year.

(f) PBCSO shall retain all records relating to the program in accordance with Federal rules, laws and regulations, the grant agreement and this Agreement.

(g) PBCSO shall allow the County, federal personnel, or any person authorized by the County full access to and the right to examine any of the contract records during the required Retention Period.

(h) PBCSO shall maintain all records, pertaining to this Agreement, in accordance with generally accepted accounting principles, procedures and practices which sufficiently and properly reflect all revenues and expenditures of funds provided directly or indirectly by this Agreement.

(i) PBCSO shall maintain all records in accordance with Title 28, CFR Part 66.42 and DOJ Financial Guide, Part III, Chapters 6 and 12.

(j) PBCSO shall notify the County in writing, both during the term of this Agreement and after its expiration as part of the final closeout procedure, of the address where all Agreement records will be retained.

(7) MONITORING

PBCSO shall permit the County and other persons duly authorized by the County, including representatives of the City of Miami, to inspect all contract records, facilities, equipment, materials, and services of PBCSO which are in any way connected to the activities undertaken pursuant to the terms of this Agreement, and/or to interview any clients, employees, subcontractors, or assignees of the City. Following such inspection or interviews, the County will deliver to PBCSO a report of its findings, and the PBCSO will rectify all deficiencies cited by the County within the specified period of time set forth in its report.

(8) CONFLICTS WITH APPLICABLE LAW

If any provision of this Agreement conflicts with any applicable law or regulation, only the conflicting provision shall be deemed by the parties here to be modified to be consistent with the law or regulation or to be deleted if modification is impossible. However, the obligations under

this Agreement, as modified, shall continue and all other provisions of this Agreement shall remain in full force and effect.

(9) MODIFICATIONS

Either party may request modification of the provisions of this Agreement. No change to the terms and conditions shall be effective until agreed to and signed by each of the parties hereto. Changes to the amount of funding may be accomplished by notice from the County to PBCSO and shall be considered to have been modified upon receipt by the County of a written notice by PBCSO of acceptance and receipt of a budget which details the proposed expenditure of additional funds. Any modifications that do not increase the overall cost or change the Scope of Work which is approved in writing by the County do not require a written modification to this Agreement.

(10) ASSURANCES

PBCSO shall comply with the Statement of Assurances set forth in Attachment F, page 26, to the State of Florida Contract, and Attachment B to this Agreement.

(11) ATTACHMENTS

This Agreement has the following attachments:

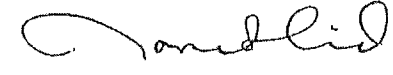
- Attachment A—Scope of Work
- Attachment B—State of Florida contract with the City of Miami
- Attachment C—City of Miami Memorandum of Agreement with Miami-Dade County

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

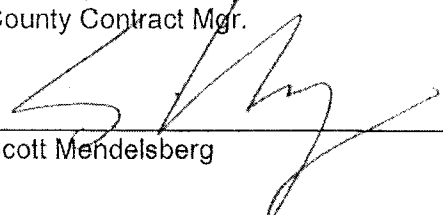
(12) AUTHORIZATION

Sub-Awardee Contract Mgr.

County Contract Mgr.



Janet Cid



Scott Mendelsberg

Sub-Awardee

Miami-Dade County

By:  Date: 9-11-12

By:  Date: 10/10/12

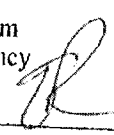
Name: Ric L. BRADSHAW

Name: Genaro "Chip" Iglesias

Title: SHERIFF

Title: Chief of Staff/Deputy Mayor

Approved as to form
and Legal Sufficiency



Assistant County Attorney

Date

10-4-12

ATTACHMENT A

Scope of Work

I. Scope of Work

Palm Beach County shall obtain a vendor to expand the regional border protection system that uses maritime security measures coupled with an integrated communications system. The system will aid in the prevention and detection of possible terrorist infiltration, illegal importation of drugs, illegal immigration, and smuggling (including human trafficking). This project will fill current gaps in the current United States Coast Guard (USCG) Hawkeye system in Miami. This system will also allow regional first response agencies to deploy and real-time monitor maritime assets including the Waterborne Response teams to incidents as they occur.

This particular phase of the project involves the building and support of a joint coordinated maritime radar tracking system between the Miami-Dade Police Department, and the Monroe County Sheriff's Office. This phase completes the connection to the Palm Beach and Broward radio systems, initially procured using UASI FY07 funds.

The maximum reimbursement for this project, being managed by the Palm Beach County Sheriff's Office, shall be \$1,010,300.00.

Palm Beach County Sheriff's Office shall procure and install a radar systems, which includes a TermaNA, Scanter 5000 VTS & Coastal Surveillance Radar antenna and transceiver system at the following sites:

- Continuum Condominium's- 100 South Point Dr. Miami Beach, FL 33139; and
- FPL's Turkey Point Nuclear Facility- 9760 SW 344th Street, Florida City, FL 33035.

II.

The U.S. Department of Homeland Security, Office for Domestic Preparedness (DHS/ODP) has analyzed high-risk areas across the country and targeted 30 specific areas, including Miami/Miami-Dade County, to receive financial assistance for the UASI program. The UASI program will address the unique equipment, training, planning, and organizational needs of large, high threat urban areas. The funding, through the State of Florida Department of Community Affairs, Division of Emergency Management, provides assistance to build enhanced and sustainable capacity to prevent, respond to, and recover from threats or acts of terrorism.

The UASI program established a local Urban Area Workgroup (UAWG). The UAWG is comprised of representatives from the City of Miami and Miami-Dade County. This workgroup's strategy has served as the basis for the allocation of funding in five categories: planning, equipment acquisition, training, exercise and management and administration.

PBCSO has identified equipment needs and security priorities that have been reviewed and approved by the UAWG and DHS/ODP. PBCSO shall be reimbursed for the items and up to the amounts specified in the Scope of Work for the successful achievement of the goals and objectives of the UASI program upon the satisfactory presentation of required supporting documentation and in accordance with policies and procedures set forth in this Agreement and Attachments B and C.



APR 24 2012

STATE OF FLORIDA
DIVISION OF EMERGENCY MANAGEMENT

RICK SCOTT
Governor

BRYAN KOON
Director

April 7, 2011

Mr. Joseph Zahralban
City of Miami
1151 NW 7th Street
Miami, Florida 33136

Re: Agreement #: 12-DS-A1-11-23-02-428

~~Dear Mrs. Amerson:~~

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

Attached are the complete AMENDED package of forms identified in Section (7) (a) through (e). It is very important that these reports be fully completed and remitted within the time frames specified under Section (7). Failure to supply this information in a timely manner can cause non-compliance of this Agreement or a delay in processing your reimbursement requests.

If you have any questions in this regard, please contact me at 850-488-9441 or by E-mail: Michael.day@em.myflorida.com

Sincerely,

Michael J. Day
Community Assistance Consultant
Bureau of Response

MD
Enclosure

Contract Number: 12DS-A1-11-23-02-928
CFDA Number: 97.067

FEDERALLY-FUNDED SUBGRANT AGREEMENT

THIS AGREEMENT is entered into by the State of Florida, Division of Emergency Management, with headquarters in Tallahassee, Florida (hereinafter referred to as the "Division"), and City of Miami, (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 October 1, 2010 and shall end April 30, 2013, 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 OMB Circular No. A-102, Common Rule: Uniform Administrative Requirements for State and Local Governments" 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

GKW #11-1935

is made with a commercial (for-profit) organization on a cost-reimbursement basis, the Recipient shall be subject to Federal Acquisition Regulations 31.2 and 931.2.

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

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

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

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

(6) AUDIT REQUIREMENTS

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

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

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

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

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

If the Recipient expends less than \$500,000 in Federal awards in its fiscal year, an audit conducted in accordance with the provisions of OMB Circular A-133, as revised, is not required. In the event that the Recipient expends less than \$500,000 in Federal awards in its fiscal year and chooses to have an audit conducted in accordance with the provisions of OMB Circular A-133, as revised, the cost of the audit must be paid from non-Federal funds.

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

The Division at each of the following addresses:

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

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

and

Division of Emergency Management
Finance and Administration
2555 Shumard Oak Boulevard
Tallahassee, Florida 32399-2100

Send the Single Audit reporting package and Form SF-SAC to the Federal Audit Clearinghouse by submission online at

<http://harvester.census.gov/fac/collect/ddelindex.html>

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

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

Department of Community Affairs
Office of Audit Services
2555 Shumard Oak Boulevard
Tallahassee, Florida 32399-2100
[also send an electronic copy to aurilla.parrish@dca.state.fl.us]

and

Division of Emergency Management
Finance and Administration
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.

(f) The Recipient shall provide additional reports and information identified in Attachment E.

(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., and 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 day's 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:

Michael Day, Community Assistance Consultant
Division of Emergency Management
2555 Shumard Oak Boulevard
Tallahassee, Florida 32399-2100
Telephone: (850) 488-9441
Fax: (850) 488-7842
Email: michael.day@em.myflorida.com

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

Joseph Zahralban, Assistant Fire Chief
1151 NW 7th Street
Miami, FL 33136
Telephone: 305-416-5402
Fax: 305-416-5444
Email: jzahralban@miamigov.com

(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, Regulations and Special Conditions

Attachment C - Justification of Advance

Attachment D - Reimbursement Check List

Attachment E - Warranties and Representations

Attachment F - Certification Regarding Debarment

Attachment G - 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 \$10,708,461, subject to the availability of funds. Attachment D specifies the required documentation needed when submitting reimbursement under this agreement.

(b) Any advance payment under this Agreement is subject to Section 216.181(16), Fla.Stat., and is contingent upon the approval of the Division and the Recipient's acceptance of the rights of the Division under Paragraph (12)(b) of this Agreement. The amount which may be advanced shall not exceed the expected cash needs of the Recipient within the initial 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. In accordance with applicable OMB Circulars, interest earned must be remitted to the Division either annually or quarterly based on the year of the grant award. If an advance payment is requested, the budget data on which the request is based and a justification statement shall be included in this Agreement as Attachment C. Attachment C will specify the amount of advance payment needed and provide an explanation of the necessity for the advance payment. In addition to Attachment C, Recipients must also submit invoices, purchase orders, timesheets and other substantiating documentation for the advance payment to be considered.

(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 (19)(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
Fiscal Management
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. Additional special conditions are listed on Attachment B. 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 F) 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. The provisions of any special or local law, present or future, shall prevail over any conflicting provisions in this section, but only to the extent of the conflict.

(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, sub grants, 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.

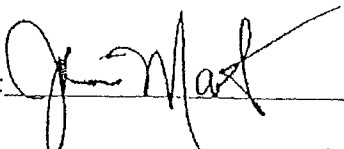
The Recipient certifies that it has the legal authority to receive the funds under this Agreement and that its governing body has authorized the execution and acceptance of this Agreement. The Recipient also certifies that the undersigned person has the authority to legally execute and bind Recipient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

(23) ASSURANCES.


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

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

RECIPIENT: CITY OF MIAMI

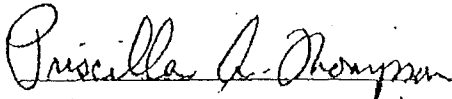
By: 
Name and title: Johnny Martinez, City Manager
Date: 12-5-11
FID# 59-6000375

STATE OF FLORIDA
DIVISION OF EMERGENCY MANAGEMENT

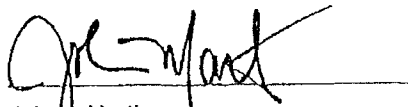
By: 
Name and Title: Bryan W. Koon, Director
Date: 4/6/12

ATTEST:

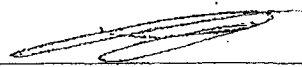
"City"
CITY OF MIAMI, a municipal corporation
of the State of Florida


Priscilla A. Thompson
City Clerk

12-6-11


Johnny Martinez
City Manager

APPROVED AS TO FORM AND
CORRECTNESS:


Julie O. Bru (GKW)
City Attorney

APPROVED AS TO INSURANCE
REQUIREMENTS:

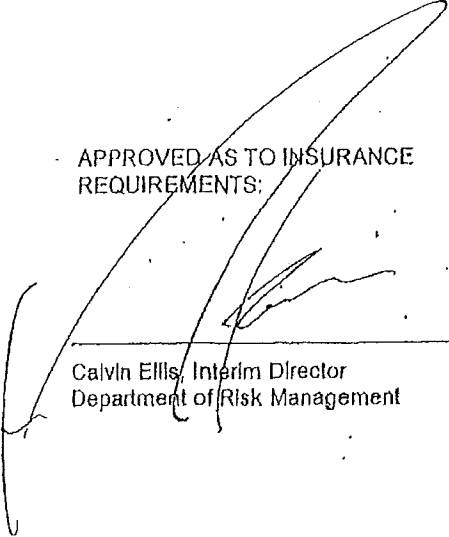

Calvin Ellis, Interim Director
Department of Risk Management

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: \$10,708,461

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 the following eligible activities as identified in the United States Department of Homeland Security, Federal Emergency Management Agency, National Preparedness Directorate Fiscal Year 2009-10 State Homeland Security Grant Program (SHSGP), consistent with the Department of Homeland Security State Strategy.

2. Recipient is subject to all administrative and financial requirements as set forth in this Agreement, or will be in violation of the terms of the Agreement.

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

**Attachment A
Budget and Scope of Work**

Proposed Program Budget

- 4. 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.
- 4. The equipment category will require a "Detailed Budget Worksheet" including the proposed equipment to be purchased and the corresponding Authorized Equipment List (AEL) reference number. The AEL can be found at www.rhh.us.
- 4. The transfer of funds between the categories listed in the "Proposed Program Budget" is permitted. However, 25% of the award allocation has to be used for eligible LETP-Type activities.
- 4. 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. However, no more than 3% of each Recipients' total award may be expended on Management and Administration costs.

| | | | |
|---|------------|---|-----------------|
| FY 2010 - State Homeland Security Grant Program - Urban Area Security Initiative - Issue 49 | Miami UASI | Award Allocation | \$11,039,650.00 |
| | | State Management & Administration withheld 3% | \$331,189.00 |
| | | Expendable Award Allocation after 3% reduction | \$10,708,461.00 |
| | | LETP-Type Activities (25% of award allocation) This amount is not in addition to the remaining award amount but instead signifies the amount needed to meet the 25% requirement. | \$2,759,913.00 |
| | | Management and Administration (the dollar amount which corresponds to 3% of the total local agency allocation is shown in the column on the right). | \$321,253.00 |
| | | | |
| | | | |

Budget Detail Worksheet

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

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

| Activity | Quantity | Unit Cost | Total Cost |
|---|----------|-------------|------------|
| Developing hazard/threat-specific annexes that incorporate the range of prevention, protection, response, and recovery activities | | | |
| Developing and implementing homeland security support programs and adopting ongoing DHS national initiatives | | | |
| Developing related terrorism prevention activities | | | |
| Developing and enhancing plans and protocols | | | |
| 1. Emergency Public Info/Warning (Split between Planning and Equipment) | 1 | \$100,000 | |
| 2. Regional Project Planning | 1 | \$350,000 | |
| 3. Regional Planning, Training and Exercise (Split between Planning, Training, and Exercise) | 1 | \$93,340.45 | |
| 4. Regional Planning, Training and Exercise (Split between Planning, Training, and Exercise) | 1 | \$50,000 | |
| 5. Planning, Training and Exercise (Split between Planning, Training, and Exercise) | 1 | \$50,000 | |
| 6. Planning, Training and Exercise (Split between Planning, Training, and Exercise) | 1 | \$100,000 | |
| 7. Planning, Training and Exercise (Split between Planning, Training, and Exercise) | 1 | \$50,000 | |
| 8. Personnel and Asset Tracking (Split between Planning and Equipment) | | | |
| 9. Disaster Plans Updates | | | |
| Developing or conducting assessments | | | |
| 1. Vulnerability/Risk Assessment | 1 | \$25,000 | |
| 2. CI/KR Assessments | 1 | \$100,000 | |
| 3. Vulnerability Assessment for MDRR Headquarters | 1 | \$98,397 | |
| 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) | | | |
| 1. Emergency Management Planner | 1 | \$147,000 | |
| 2. Emergency Manager Planning Coordinator | 1 | \$329,000 | |
| 3. Regional Program Coordinator | 1 | \$147,000 | |
| 4. Regional Program Coordinator | 1 | \$75,000 | |
| 5. Emergency Management Specialist | 1 | \$40,000 | |
| 6. EOC Planner Sustainment | 1 | \$140,000 | |
| 7. Intelligence Analysts | | | |

| Training Workshops and Conferences | | | |
|---|---|-------------|--|
| 1. EOC/Sectional Training and Drill | 1 | \$57,052.66 | |
| | 1 | \$130,000 | |
| 2. All Hazards Incident Command Training and Backfill | 1 | \$70,000 | |
| | 1 | \$275,000 | |
| 3. Field Force Maneuvers Training and Exercise OY/Backfill | 1 | \$150,000 | |
| 4. All hazards field training prop | | | |
| | 1 | \$97,787.65 | |
| 5. Training, exercise overtime and equipment (to include USAR, Hazmat, Dive and EOC) (Split between Equipment, Training, and Exercise) | 1 | \$200,000 | |
| | 1 | \$50,000 | |
| 6. Regional Planning, Training and Exercise (Split between Planning, Training, and Exercise) | 1 | \$33,000 | |
| | 1 | \$85,000 | |
| 7. Region 7 Forensics Computers (Split between Equipment and Training) | 1 | \$18,602 | |
| | 1 | \$23,974 | |
| 8. Planning, Training and Exercise (Split between Planning, Training, and Exercise) | 1 | \$200,000 | |
| | 1 | \$252,364 | |
| | 1 | \$50,000 | |
| 9. Anti-Terrorism Awareness and Educational Materials | | | |
| 10. FLUSAR Training | | | |
| 11. Planning, Training and Exercise (Split between Planning, Training, and Exercise) | | | |
| 12. TLO Training and Other conferences | | | |
| 13. Countywide Hospital Disaster Preparedness Training | | | |
| 14. Public Awareness Campaign | | | |
| 15. TLO Training | | | |
| Full or Part-Time Staff or Contractors/Consultants | | | |
| Travel | | | |
| Supplies | | | |
| Tuition for higher education | | | |
| Other Items | | | |
| A complete list of FEMA approved courses may be found at www.dlp.usdoj.gov/FEMA/docs/Eligible_Federal_Courses.pdf | | | |

| | | | |
|---|---|-----------|--|
| Design, Develop, Conduct and Evaluate an Exercise | | | |
| 1. Training, exercise overtime and equipment (to include USAR, Hazmat, Oiva and EOC) (Split between Equipment, Training, and Exercise) | 1 | \$150,000 | |
| 2. Regional Planning, Training and Exercise (Split between Planning, Training, and Exercise) | 1 | \$50,000 | |
| 3. Monroe Recovery and COOP Exercise | 1 | \$75,000 | |
| 4. Planning, Training and Exercise (Split between Planning, Training, and Exercise) | 1 | \$50,000 | |
| 5. Planning, Training and Exercise (Split between Planning, Training, and Exercise) | | | |
| Exercise Planning Workshop - Grant funds may be used to plan and conduct an Exercise Planning Workshop to include costs related to planning, meeting space and other meeting costs, facilitation costs, materials and supplies, travel and exercise plan development. | | | |
| Full or Part-Time Staff or Contractors/Consultants - Full or part-time staff may be hired to support exercise-related activities. Payment of salaries and fringe benefits must be in accordance with the policies of the state or local unit(s) of government and have the approval of the state or the awarding agency, whichever is applicable. The services of contractors/consultants may also be procured to support the design, development, conduct and evaluation of CBRNE exercises. The applicant's formal written procurement policy or the Federal Acquisition Regulations (FAR) must be followed. | | | |
| Overtime and backfill costs - Overtime and backfill costs, including expenses for part-time and volunteer emergency response personnel participating in FEMA exercises | | | |
| Implementation of HSEEP | | | |
| Travel - Travel costs (i.e., airfare, mileage, per diem, hotel, etc.) are allowable as expenses by employees who are on travel status for official business related to the planning and conduct of the exercise project(s). These costs must be in accordance with state law as highlighted in the <i>OJP Financial Guide</i> . States must also follow state regulations regarding travel. If a state or territory does not have a travel policy they must follow federal guidelines and rates, as explained in the <i>OJP Financial Guide</i> . For further information on federal law pertaining to travel costs please refer to http://www.ojp.usdoj.gov/FinGuide . | | | |
| Supplies - Supplies are items that are expended or consumed during the course of the planning and conduct of the exercise project(s) (e.g., copying paper, gloves, tape, non-sterile masks, and disposable protective equipment). | | | |
| Other Items - These costs include the rental of space/locations for exercise planning and conduct, exercise signs, badges, etc. | | | |

| <p>Eligible Equipment Acquisition Costs</p> <p>The table below highlights the allowable equipment categories for this award. A comprehensive listing of these allowable equipment categories and specific equipment eligible under each category can be found on the web-based Authorized Equipment List at http://www.fkhu.edu. Click on "Authorized Equipment List (AEL)".</p> <p>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".</p> | Quantity | Unit Cost | Total Cost |
|--|---|--|------------|
| Food Protective Equipment | | | |
| <ol style="list-style-type: none"> SCBAs (AEL# 01AR-01-SCBA) Ballistic Vests (AEL# 01LE-01-ARMR) Tactical Carrier Vests (AEL# 01LE-01-ARMR) CBRN Enhanced and NIOSH-approved SCBAs (01AR-01-SCBA) SWAT Team Equipment (AEL# 01LE-02-HLMT, 01AR-02-APR, 01LE-01-SHLD, 01AR-02-APRC, 01LE-01-HLMT, 01LE-02-PRPD, 01ZA-06-HYDR) | <ol style="list-style-type: none"> 1 1 1 1 1 | <ol style="list-style-type: none"> \$180,000 \$22,000 \$12,000 \$475,000 \$86,064 | |
| Explosive, Civil Disturbance, and Remediation Equipment | | | |
| <ol style="list-style-type: none"> Assorted SWAT Tools (AEL# 02EK-02-TLRO) PPE Boots (AEL# 02PE-02-BOOT) | <ol style="list-style-type: none"> 1 1 | <ol style="list-style-type: none"> \$10,000 \$3,000 | |
| CBRN Operational Search and Rescue Equipment | | | |
| <ol style="list-style-type: none"> Target Hardening - Miami Dade Transit (AEL# 03OE-03-LOTO, 03OE-03-TIMR) Andros F6A Vestal Bomb Robot (AEL# 03OE-07-ROBT) Assorted Tools for Bomb Squad (AEL# 03OE-04-KTYL) Power Hawk P16 Rescue Tool (SWAT) (AEL# 03SR-02-TPEL) Technical Rescue Equipment (AEL# 03SR-02-TUHN) | <ol style="list-style-type: none"> 1 1 1 1 1 | <ol style="list-style-type: none"> \$130,000 \$75,000 \$10,000 \$17,000 \$10,000 | |

| | | | |
|--|---|-------------|--|
| 1. Mobile Data Terminals (AEL# 04HW-01-MOBL) | 1 | \$200,325 | |
| | 1 | \$90,000 | |
| 2. Fixed License Plate Reader (AEL# 04MD-01-CMRA) | 1 | \$52,922.58 | |
| | | | |
| 3. Integrated Computer Hardware/Operating System/Communications (AEL# 04HW-01-INHW) | 1 | \$12,000 | |
| | 1 | \$70,000 | |
| 4. Weather Bug (Licenses) (AEL# 04SN-01-XMIT) | 1 | \$1,881 | |
| | 1 | \$46,000 | |
| 5. Region 7 Forensics Computers (Split between Equipment and Training) (AEL# 04HW-01-INIIV) | 1 | \$79,423 | |
| | | | |
| 6. Incident Command Tracking System Software (AEL# 04AP-05-COSS) | 1 | \$48,448 | |
| | 1 | \$130,000 | |
| 7. POC Computer Units for WEB EOC Connectivity (AEL# 04HW-01-MOBL) | 1 | \$100,000 | |
| | | | |
| 8. Fire Service Intelligence Enterprise (AEL# 04MD-02-PROJ, 04MD-03-DSP, 04MD-01-CMRA, 04HW-01-INHW, 04HW-01-HHCO, 04HW-01-MOBL) | | | |
| 9. EMS Tablet Equipment (AEL# 04HW-01-INHW) | | | |
| 10. Personnel and Asset Tracking (Split between Planning and Equipment) (AEL# 04AP-02-OAPT) | | | |
| 11. Video Forensics (AEL# 04HW-01-DTOP, 04HW-02-STOR, 04MD-03-DISP, 04HW-02-ALL1, 04HW-01-SRVR) | | | |
| Cyber Security Enhancement Equipment | | | |
| 1. NetMotion/Mobile Data Project (AEL# 05EN-00-ETRN) | 1 | \$40,000 | |
| | 1 | \$10,000 | |
| 2. Region 7 Forensics Computers (AEL# 05HS-00-FRHS) | 1 | \$50,000 | |
| | | | |
| 3. Firewall Protection for Police Computer Network (AEL# 05NP-00-FWAL) | | | |
| Interoperable Communications Equipment | | | |

| | | | |
|---|---|--------------|--|
| 1. Interoperable Communications Radios (AELH 06CP-01-PORT) | 1 | \$189,000 | |
| | 1 | \$200,000 | |
| 2. Emergency Public Info/Warning (Split between Planning and Equipment) (AELH 06CC-05-PRTY) | 1 | \$115,001.32 | |
| | 1 | \$23,400 | |
| 3. EOC Enhancements (AELH 06CC-02-DSAD) | 1 | \$10,000 | |
| | 1 | \$90,000 | |
| 4. Satellite Phone Sustainment (AELH 06CC-03-SATP) | 1 | \$27,000 | |
| | 1 | \$3,750 | |
| 5. Blackberry Replacement Cache Citywide (AELH 06CC-02-DSAD) | 1 | \$1,077 | |
| | 1 | \$360.00 | |
| | 1 | \$118,397 | |
| 6. Blackberry Sustainment Citywide (AELH 06CC-02-DSAD) | 1 | \$313,440.99 | |
| 7. Ethernet Secured @ Fire College (AELH 06CC-05-PRTY) | | | |
| 8. Direct TV Sustainment for JIC & MCU (AELH 06CC-02-DSAD) | | | |
| 9. TacPack Sustainment (AELH 06CC-02-DSAD) | | | |
| 10. Sustainment for Mobile Command Vehicle (AELH 06CC-02-DSAD) | | | |
| 11. Video Conferencing (AELH 06CP-05-VCON) | | | |
| 12. 800 MHz Radios (AELH 06CP-01-MOBL) | | | |
| Detection Equipment (15) | | | |
| 1. Bomb Detection Canine (AELH 07ED-01-DOGS) | 1 | \$9,000.32 | |
| Decontamination Equipment (15) | | | |
| 1. WMD Decontamination System for Emergency Vehicles (AELH 08D2-02-MCDS) | 1 | \$60,000 | |
| | 1 | \$37,389 | |
| 2. Mass Decon Nozzles (AELH 08D2-02-EDCS) | | | |
| Medical (15) | | | |
| | | | |
| Power (15) | | | |
| 1. Generator (AELH 10GE-00-GENR) | 1 | \$63,295 | |
| | 1 | \$50,000 | |
| 2. Backup Portable Emergency Electric Power (AELH 10GE-00-GENR) | 1 | \$65,000 | |
| 3. Emergency Generator (AELH 10GE-00-GENR) | | | |
| ACORN (15) | | | |
| | | | |
| ACHA (15) | | | |

| | | | |
|--|---|--------------|--|
| 1. SWAT SUVs for CBRNE Response (AELH 12VE-00-MISS) | 1 | \$100,000 | |
| | 1 | \$10,000 | |
| 2. Equipment Trailer (SWAT) (AELH 12TR-00-TEQP) | 1 | \$198,000 | |
| 3. Special Mission CBRNE Crime Scene Investigation (AELH 12VE-00-MISS) | 1 | \$53,434.48 | |
| | 1 | \$141,958 | |
| 4. Command Van (AELH 12VE-00-CMDV) | | | |
| 5. Emergency Animal Care and Rescue Unit (AELH 12VE-00-MISS) | | | |
| Emergency Notification Equipment | | | |
| 1. Emergency Notification System for South Florida Region (AELH 13IT-00-ALRT) | 1 | \$170,000 | |
| 2. Surveillance Detection (AELH 13LE-00-SURV) | 1 | \$100,000 | |
| | 1 | \$498,818.64 | |
| | 1 | \$200,000 | |
| 3. Guldestar (AELH 13IT-00-INTL) | | | |
| 4. Investigative/Intelligence Hardware (AELH 13IT-00-INTL) | | | |
| Physical Security Equipment | | | |
| 1. BSO Warehouse Security (AELH 14SW-01-VIDA) | 1 | \$50,000 | |
| | 1 | \$50,000 | |
| 2. Target Hardening - MIA (AELH 14SW-01-WALL) | 1 | \$50,000 | |
| | 1 | \$5,000 | |
| 3. Target Hardening - Miami Dade Transit (AELH 14SW-01-DOOR) | 1 | \$348,112 | |
| 4. Critical Infrastructure Documentation Kit (AELH 14SW-01-SIDP) | 1 | \$30,000 | |
| | 1 | \$50,000 | |
| 5. CCTV Project (AELH 14SW-01-VIDA) | 1 | \$30,000 | |
| 6. Security Alarm for Major Sewer Pump Station (AELH 14SW-01-ALRM) | | | |
| 7. Security Cameras for Water Tank/Pump Station (AELH 14SW-01-VIDA) | | | |
| 8. Security Fence -Public Works Yard (AELH 14SW-01-WALL) | | | |
| Inspection and Screening Systems | | | |
| Airborne Terrorism Prevention, Response, and Mitigation Equipment (HSOP Only) | | | |
| CBRNE Prevention and Response Equipment | | | |
| 1. UASI Fire Vessel Maintenance & Equipment (AELH 17WC-00-BOAT) | 1 | \$100,000 | |
| | 1 | \$188,397 | |
| | 1 | \$226,796 | |
| 2. Rigid Hull Inflatable Boat (AELH 17WC-00-BOAT) | | | |
| 3. 28 Foot Fire Boat (AELH 17WC-00-BOAT) | | | |
| CBRNE Aviation Equipment | | | |
| CBRNE Chemical Equipment | | | |

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|---|--------|----------------------|--|
| 1. POD Logistical System (AELH 191AH-00-CONT) | 1 | \$140,000 | |
| Intervention | | | |
| The full or a portion of the cost for any construction or renovation of FEMA-approved equipment for the purpose of any funds for construction or renovation will be provided by FEMA. | | | |
| 1. Mobile Command Vehicle Sustainment (AELH 21GN-00-MAIN) | 1 1 | \$20,000 \$50,000 | |
| 2. Repair and replacement for UASI purchased equipment (AELH 21GN-00-MAIN) | 1 | \$4,499.91 | |
| 3. Training, exercise overtime and equipment (to include USAR, Hazmat, Dive and EOC) (Split between Equipment, Training, and Exercise) (AELH 21GN-00-TRNG) | 1 | \$272,500 | |
| 4. Target Hardening - MDPD Headquarters (AELH 21GN-00-INST) | | | |
| Personnel | | | |
| Up to 50 percent of total program funds may be used for personnel and personnel-related activities | | | |
| Personnel Management and Administration (C, G, P, U, A, S, T, V, W, X, Y, Z) | | | |
| Hiring of full-time or part-time staff or contractors/consultants: <ul style="list-style-type: none"> 1. To assist with the management of the respective grant program 4. To assist with application requirements of the grant program 4. To assist with the compliance with reporting and data collection as it may relate to the grant program | | | |
| 1. Management and Administrative Cost | 1 | \$321,253 | |
| Development of operating plans for information collection and processing necessary to respond to DHS/ODP data calls. | | | |
| Overtime and backfill costs - Overtime expenses are defined as the result of personnel who worked over and above their normal scheduled daily or weekly worked time in the performance of FEMA - approved activities. Backfill Costs also called "Overtime as Backfill" are defined as expenses from the result of personnel who are working overtime in order to perform the duties of other personnel who are temporarily assigned to FEMA - approved activities outside their core responsibilities. Neither overtime nor backfill expenses are the result of an increase of Full - Time Equivalent (FTEs) employees. These costs are allowed only to the extent the payment for such services is in accordance with the policies of the state or unit(s) of local government and has the approval of the state or the awarding agency, whichever is applicable. In no case is dual compensation allowable. That is, an employee of a unit of government may not receive compensation from their unit or agency of government AND from an award for a single period of time (e.g., 1:00 pm to 5:00 pm), even though such work may benefit both activities. Fringe benefits on overtime hours are limited to Federal Insurance Contributions Act (FICA), Workers' Compensation and Unemployment Compensation. | | | |
| Travel expenses | | | |
| Meeting-related expenses (For a complete list of allowable meeting-related expenses, please review the <i>OJP Financial Guide</i> at http://www.ojp.usdoj.gov/FinGuide). | | | |
| Acquisition of authorized office equipment, including personal computers, laptop computers, printers, LCD projectors, and other equipment or software which may be required to support the implementation of the homeland security strategy. | | | |

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|--|--|--|-----------------------|
| <p>The following are allowable only within the contract period:</p> <ul style="list-style-type: none"> 4 Recurring fees/charges associated with certain equipment, such as cell phones, faxes, etc. 4 Leasing and/or renting of space for newly hired personnel to administer programs within the grant program. | | | |
| | | | TOTAL \$10,708,461.00 |

B. Scope of Work

Funding is provided to perform eligible activities as identified in the Office of Grants and Training Fiscal Year 2010 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

FY2010 UASI allowable costs are divided into the following categories: planning, organization, equipment, training, exercises, management and administration cost are allowable cost. Up to 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 the "Budget Detail Worksheet" above.

A. Planning

Developing hazard/threat-specific annexes that incorporate the range of prevention, protection, response, and recovery activities.

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

- Implementing the *National Preparedness Guidelines*
- Pre-event recovery planning
- Implementing the *National Infrastructure Protection Plan* and associated Sector Specific Plans
- Enhancing and implementing Statewide Communication Interoperability Plans (SCIP) and Tactical Interoperable Communications Plans (TICP) that align with the goals, objectives, and initiatives of the *National Emergency Communications Plan* (NECP)
- Costs associated with the adoption, implementation, and adherence to NIMS compliance requirements, including implementing the NIMS National Credentialing Framework
- Modifying existing incident management and EQPs 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 CBRNE prevention awareness
- Preparing materials for State Preparedness Reports (SPRs)
- WHTI implementation activities including the issuance of WHTI-compliant tribal identification cards

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 capabilities at State and Major Urban Area fusion centers; such centers should be designed in support of the analytic and other baseline capabilities as outlined in the Global Justice Information Sharing Initiative's (Global) *Baseline Capabilities for State and Major Urban Area Fusion Centers*
- Integrating and coordinating public health care, public safety, and health security data-gathering (threats to human and animal health) within State and Major Urban Area fusion centers to achieve early warning and mitigation of health events
- Integrating and coordinating private sector participation with fusion center activities
- Acquiring systems allowing connectivity to State, local, tribal, territorial, 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, 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
- Accessible public information/education: printed and electronic materials, public service announcements, seminars/town hall meetings, and 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 Critical Infrastructure Protection (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 or enhancing local, regional, or Statewide strategic or tactical interoperable emergency communications plans
- Activities associated with a conversion from wideband to narrowband voice channels
- Implementing Statewide Communications Interoperability Plan (SCIP) and Tactical Interoperable Communications Plans (TICPs) that align with the goals, objectives, and initiatives of the National Emergency Communications Plan (NECP)
- Developing protocols or standard operating procedures for specialized teams to incorporate the use of equipment acquired through this grant program
- Developing terrorism prevention/protection plans
- Developing plans, procedures, and requirements for the management of infrastructure and resources related to HSOP and implementation of State or Urban Area Homeland Security Strategies
- Developing plans for mass evacuation and pre-positioning equipment
- Developing or enhancing border security plans
- Developing or enhancing cyber security plans
- Developing or enhancing secondary health screening protocols at major points of entry (e.g., air, rail, port)
- 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 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 plans and response procedures for validating and responding to an alarm from a chemical or biological detector (response procedures should include emergency response procedures integrating local first responders)
- Developing or enhancing evacuation plans
- Developing mechanisms for utilizing the National Emergency Family Registry and Locator System (NEFRLS)
- Developing or enhancing plans to prepare for surge capacity of volunteers
- Developing or enhancing the State emergency medical services systems
- 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
- Developing preparedness plans for child congregate care facilities, including group residential facilities, juvenile detention facilities, and public/private child care facilities
- Ensuring jurisdiction EOPs adequately address warnings, emergency public information, evacuation, sheltering, 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, local, tribal, and territorial geospatial data systems
- Developing and implementing statewide electronic patient care reporting systems compliant with the National Emergency Medical Services Information System (NEMSIS)

Developing or conducting assessments, including but not limited to:

- Developing pre-event recovery plans
- Conducting point vulnerability assessments at critical infrastructure sites/key assets and develop remediation/security plans
- Conducting or updating interoperable emergency communications capabilities assessments at the local, regional, or Statewide level
- 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 (e.g., public gatherings)
- Participating in the FEMA Gap Analysis Program

B. Organizational Activities - Urban Areas are allowed up to 50 percent of their FY 2010 UASI funding for Organizational activities.

Section 2008 of the *Homeland Security Act of 2002*, as amended by the 9/11 Act, includes the following allowable activities:

- Responding to an increase in the threat level under the Homeland Security Advisory System, or needs resulting from a National Special Security Event
- Establishing, enhancing, and staffing State and Major Urban Area fusion centers
- Paying salaries and benefits for personnel to serve as qualified intelligence analysts

Overtime Costs – Overtime costs are allowable for personnel to participate in information, investigative, and intelligence sharing activities specifically related to homeland security and specifically requested by a Federal agency. Allowable costs are limited to overtime associated with Federally requested participation in eligible fusion activities including anti-terrorism task forces, Joint Terrorism Task Forces (JTTFs), Area Maritime Security Committees (as required by the *Maritime Transportation Security Act of 2002*), DHS Border Enforcement Security Task Forces, and Integrated Border Enforcement Teams. Grant funding can only be used in proportion to the Federal man-hour estimate, and only after funding for these activities from other Federal sources (i.e. FBI JTTF payments to State and local agencies) has been exhausted. Under no circumstances should DHS grant funding be used to pay for costs already supported by funding from another Federal source.

Intelligence Analysts – Per the *Personnel Reimbursement for Intelligence Cooperation and Enhancement (PRICE)* of *Homeland Security Act* (Public Law 110-412), SHSP and UASI funds may be used to hire new staff and/or contractor positions to serve as intelligence analysts to enable information/intelligence sharing capabilities, as well as support existing intelligence analysts previously covered by SHSP or UASI funding. In order to be hired as an intelligence analyst, staff and/or contractor personnel must meet at least one of the following criteria:

- o Successfully complete training to ensure baseline proficiency in intelligence analysis and production within six months of being hired; and/or,
- o 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

All intelligence analyst training should be in accordance with the Global Justice Information Sharing Initiative's (Global) *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 FEMA Program Analysts upon request.

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. FY 2010 SHSP or 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 (as defined in this Guidance) for staffing State or Major Urban Area fusion centers
- Hiring of contracted security for critical infrastructure sites
- Public safety overtime (as defined in this Guidance)
- Title 32 or State Active Duty National Guard deployments to protect critical infrastructure sites, including all resources that are part of the standard National Guard deployment package (Note: 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, as outlined in Information Bulletin #135

FY 2010 SHSP or UASI funds may only be spent for operational overtime costs upon prior approval provided in writing by the FEMA Administrator.

B. Personnel

Personnel hiring, overtime, and backfill expenses are permitted under this grant in order to perform allowable FY 2010 HSGP planning, training, exercise, and equipment activities.

- A personnel cost cap of up to 50 percent of total SHSP and UASI program funds may be used for personnel and personnel-related activities as directed by the *Personnel Reimbursement for Intelligence Cooperation and Enhancement (PRICE) of Homeland Security Act* (Public Law 110-412). Grantees who wish to seek a waiver from the personnel cost cap must provide documentation explaining why the cap is unacceptable; waiver requests will be considered only under extreme circumstances. In general, the use of SHSP and UASI funding to pay for staff and/or contractor regular time or overtime/backfill is considered a personnel cost. Activities that are considered "personnel" and "personnel-related," and therefore count against the personnel cost cap of 50 percent, include, but are not limited to:
 - Operational overtime
 - Overtime/backfill to participate in approved training or exercise deliveries
 - Salaries and personnel costs of intelligence analysts
 - Overtime to participate in intelligence sharing activities
 - Salaries and personnel costs of planners, equipment managers, exercise coordinators, and/or training coordinators
 - Salaries and personnel costs under the M&A category
 - Contractor costs associated with performing the above activities

C. Equipment Acquisition

The 21 allowable prevention, protection, response, and recovery equipment categories and equipment standards for FY 2010 HSGP are listed on the web-based version of the Authorized Equipment List (AEL) on the Responder Knowledge Base (RKB), at <https://www.rkb.us>. Unless otherwise stated, equipment must meet all mandatory regulatory and/or DHS-adopted standards to be eligible for purchase using these funds. In addition, agencies will be responsible for obtaining and maintaining all necessary certifications and licenses for the requested equipment.

D. Training

Allowable training-related costs include, but are not limited to, the following:

- **Developing, Delivering, and Evaluating Training** – Includes costs related to administering the training, planning, scheduling, facilities, materials and supplies, reproduction of materials, and equipment.
- **Overtime and Backfill** – The entire amount of overtime costs, including payments related to backfilling personnel, which are the direct result of attendance at FEMA and/or approved training courses and programs, are allowable. These costs are allowed only to the extent the payment for such services is in accordance with the policies of the State or unit(s) of local government and has the approval of the State or the awarding agency, whichever is applicable. In no case is dual compensation allowable. That is, an employee of a unit of government may not receive compensation from their unit or agency of government AND from an award for a single period of time (e.g., 1:00 p.m. to 5:00 p.m.), even though such work may benefit both activities.
- **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** – Payment of salaries and fringe benefits to full or part-time staff or contractors/consultants 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 as specified in section B.6. In no case is dual compensation allowable (see above).
- **Certification/Recertification of Instructors** – 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. This information is contained in Information Bulletin #193, issued October 20, 2005.

Training Activities

States, territories, and Urban Areas may use HSGP funds to develop a homeland security training program. Allowable training-related costs under HSGP include the establishment, support, conduct, and attendance of training specifically identified under the SHSP, UASI, MMRS, and CCP grant programs and/or in conjunction with emergency preparedness training by other Federal agencies (e.g., HHS, DOT). Allowable training topics include, but are not limited to, CBRNE terrorism, cyber/agriculture/food security, intelligence gathering and analysis, NIMS related training, citizen and community preparedness, interoperable and emergency communications, and training for

volunteers, infants and children and individuals with disabilities in disasters, pediatric medical surge, and evacuation and sheltering with particular emphasis on children, keeping children with parents or guardians, addressing needs of unaccompanied minors, and integrating the accessibility and functional needs of children and adults with disabilities (see *Comprehensive Preparedness Guide 301* (CPG-301); *Interim Emergency Management Planning Guide for Special Needs Populations* and other resources for additional information).

Training conducted using HSGP funds should address a performance gap identified through an After Action Report/Improvement Plan (AAR/IP) or contribute to building a capability that will be evaluated through an exercise. Exercises should be used to provide the opportunity to demonstrate and validate skills learned in training, as well as to identify training gaps. Any training or training gaps should be identified in the AAR/IP and addressed in the State or Urban Area training cycle. All training and exercises conducted with HSGP funds should support the development and testing of the jurisdiction's EOP or specific annexes, where applicable.

E. Exercises

All Urban Areas are required to develop a Multi-Year Training and Exercise Plan (TEP) and submit to the FEMA Grants and Preparedness Community of Interest (COI) on the Homeland Security Information Network (HSIN). 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 the Training and Exercise Plan and the Training and Exercise Plan Workshop can be found at <https://hseep.dhs.gov>.

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. Grantees are encouraged to use government facilities to conduct meetings and conferences whenever possible.
- **Hiring of Full or Part-Time Staff or Contractors/Consultants** – Full or parttime 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** – The entire amount of overtime costs, including payments related to backfilling personnel, which are the direct result of time spent on 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. 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 p.m. to 5:00 p.m.), even though such work may benefit both activities.
- **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) or HSEEP programmatic requirements as described in the HSEEP website (e.g., Improvement Plan Workshops, Training and Exercise Plan).
- **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 equipment (e.g., portable toilets, tents), food, 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 Requirements

Exercises conducted with FEMA support must be managed and executed in accordance with the Homeland Security Exercise and Evaluation Program (HSEEP). HSEEP Guidance for exercise design, development, conduct, evaluation, and improvement planning is located at <https://hseep.dhs.gov>. The HSEEP Library provides sample exercise materials and templates.

All exercises using HSGP funding must be NIMS compliant. More information is available online at the NIMS Integration Center, <http://www.fema.gov/emergency/nims/index.shtml>.

Where applicable, the Training and Exercise Plans should include training and exercises that support specialized programs, such as the Regional Catastrophic Preparedness Grant Program.

States are encouraged to exercise their capabilities with regard to infants and children across all aspects of response and recovery, including pediatric medical surge capabilities and integrating the accessibility and functional needs of children and adults with disabilities.

- **Exercise Scenarios.** The scenarios used in HSOP-funded exercises must be based on the State/Urban Area's Homeland Security Strategy and plans. Acceptable scenarios for SHSP, UASI, MMRS, and CCP 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 in HSOP-funded exercises 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 nongovernmental organizations. Exercise scenarios should also be based on the Multiyear Training and Exercise Plan.

- **Special Event Planning.** If a State or Urban Area will be hosting a special event (e.g., Super Bowl, G-8 Summit) they are approved to participate in a Tier I or Tier II exercise as approved by the National Exercise Program (NEP) Executive Steering Committee per the NEP Implementation Plan. They should plan to use SHSP or UASI funding to finance training and exercise activities in preparation for those events. States and 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 Plan.
- **Exercise Evaluation.** All exercises will be capability and performance-based and evaluated using Exercise Evaluation Guides (EEGs) found on the HSEEP website at <https://hseep.dhs.gov>. An After-Action Report/Improvement Plan (AAR/IP) will be prepared and submitted to the FEMA Grants and Preparedness Community of Interest (COI) on the Homeland Security Information Network (HSIN) within 90 days following completion of the exercise, regardless of type or scope. AAR/IPs must conform to the HSEEP format, should capture objective data pertaining to exercise conduct, and must be developed based on information gathered through EEGs found in HSEEP. All applicants are encouraged to use the Lessons Learned Information Sharing System as a source for lessons learned and to exchange best practices.
- **Role of Non-Governmental Entities in Exercises.** Non-governmental participation in all levels of exercises is strongly encouraged. Leaders from nongovernmental entities should be included in the planning, conduct, and evaluation of an exercise. State, local, tribal, and territorial jurisdictions are encouraged to develop exercises that test the integration and use of non-governmental resources provided by non-governmental entities, defined as the private sector and private non-profit, faith-based, community, volunteer, and other non-governmental organizations. Non-governmental participation in exercises should be coordinated with the local Citizen Corps Council(s) and other partner agencies.

Unauthorized Exercise Costs

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).

- C. **Management and Administration** - no more than 3% of each sub-recipient's total award may be expended on Management and Administration costs.

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

- To assist with the management of the respective grant program
- To assist with application requirements
- To assist with the compliance with reporting and data collection requirements

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

Overtime and backfill costs - Overtime expenses are defined as the result of personnel who worked over and above their normal scheduled daily or weekly worked time in the performance of FEMA - approved activities. Backfill Costs also called "Overtime as Backfill" are defined as expenses from the result of personnel who are working overtime in order to perform the duties of other personnel who are temporarily assigned to FEMA - approved activities outside their core responsibilities. Neither overtime nor backfill expenses are the result of an increase of Full - Time Equivalent (FTE) employees. These costs are allowed only to the extent the payment for such services is in accordance with the policies of the state or unit(s) of local government and has the approval of the state or the awarding agency, whichever is applicable.

In no case is dual compensation allowable. That is, an employee of a unit of government may not receive compensation from their unit or agency of government AND from an award for a single period of time (e.g., 1:00 pm to 5:00 pm), even though such work may benefit both activities. Fringe benefits on overtime hours are limited to Federal Insurance Contributions Act (FICA), Workers' Compensation and Unemployment Compensation.

Travel expenses

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

Acquisition of authorized office equipment, including:

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

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

- Recurring fees/charges associated with certain equipment; such as cell phones, faxes, etc.
- Leasing and/or renting of space for newly hired personnel during the period of performance of the grant program

D. Unauthorized Expenditures

- Activities unrelated to the completion and implementation of the grant program
- Other items not in accordance with the Authorized Equipment List or previously listed as allowable costs
- Funding may not be used to supplant ongoing, routine public safety activities of state and local emergency responders, and may not be used to hire staff for operational activities or backfill. Funds cannot replace (supplant) funds that have been appropriated for the same purpose.

E. Construction and Renovation

Use of HSOP funds for construction and renovation is generally prohibited except as outlined below. Such construction and renovation shall be strictly limited and allowable only when it is a necessary component of a security system at critical infrastructure facilities.

Project construction and renovation not exceeding \$1,000,000 is allowable, as deemed necessary. The following types of projects are considered to constitute construction or renovation, and must be submitted to FEMA for compliance review under Federal environmental planning and historic preservation (EHP) laws and requirements prior to initiation of the project:

- Construction and renovation of 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
- Any other construction or renovation efforts that change or expand the footprint of a facility or structure, including security enhancements to improve perimeter security.
- Physical security enhancements, including but not limited to:
 - o Lighting
 - o Fencing
 - o Closed-circuit television (CCTV) systems
 - o Motion detection systems
 - o Barriers, doors, gates and related security enhancements

In addition, the erection of communications towers that are included in a jurisdiction's interoperable communications plan is allowed, subject to all applicable laws, regulations, and licensing provisions. Communication tower projects must be submitted to FEMA for EHP review. Per the Consolidated Security, Disaster Assistance, and Continuing Appropriations Act of 2009 (Public Law 110-329), communications towers are not subject to the \$1,000,000 construction and renovation cap.

Approval Process:

In order for grantees to drawdown funds for construction and renovation costs, the grantees 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
- An outline addressing how the construction or renovation project will address the identified vulnerabilities from the assessment
- Consequences of not implementing the construction or renovation project
- Any additional information requested by FEMA to ensure compliance with Federal environmental and historic preservation requirements

Additional information may also be found on the FEMA's website located at <http://www.fema.gov/plan/ehp/>.

Note: Written approval must be provided by FEMA prior to the use of any HIASI funds for construction or renovation.

F. Overtime and Backfill Guidance

Overtime – These expenses are limited to the additional costs which result from personnel working over and above 40 hours of weekly work time as a direct result of their performance of FEMA-approved activities specified in this guidance. Overtime associated with any other activity is not eligible.

Backfill-related Overtime – Also called "Overtime as Backfill," these expenses are limited to overtime costs which result from personnel who are working overtime (as identified above) to perform the duties of other personnel who are temporarily assigned to FEMA-approved activities outside their core responsibilities. Neither overtime nor backfill expenses are the result of an increase of FTE employees.

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. 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 (I-300), and Advanced Incident Command System (A-400) are also recommended. For additional guidance on NIMS training, please refer to 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.

| 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

Biannual Strategic Implementation Report:

After the end of each reporting period, for the life of the contract unless directed otherwise but the SAA, the recipient will complete their Biannual Strategic Implementation Report in the Grants Reporting Tool (GRT) <https://www.reporting.odp.dhs.gov>. The reporting periods are January 1-June 30 and July 1-December 31. Data entry is scheduled for December 1 and June 1 respectively. Future awards and reimbursement may be withheld if these reports are delinquent.

3. Reimbursement Requests:

A request for reimbursement may be sent to your grant 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 calendar days after the agreement is either completed or the agreement has expired.

4. Monitoring:

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

Florida has enhanced state and local capability and capacity to prevent, prepare and respond to terrorist threats since 1999 through various funding sources including federal grant funds. The Florida Division of Emergency Management (FDEM) has a responsibility to track and monitor the status of grant activity and items purchased to ensure compliance with applicable SHSOP grant guidance and statutory regulations. The monitoring process is designed to assess a recipient agency's compliance with applicable state and federal guidelines.

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 monitoring. Financial monitoring is the review of records associated with the purchase and disposition of property, projects and contracts. Programmatic monitoring 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 the review of projects, financial activity and technical assistance between FDEM and the applicant via e-mail and telephone. On-Site Monitoring are actual visits to the recipient agencies by a Division representative who examines records, procedures and equipment.

Frequency of annual monitoring activity:

Each year the FDEM will conduct monitoring for up to 50% of their sub-grantees. It is important to note that although a given grant has been closed, it is still subject to either desk or on-site monitoring for a five year period following closure.

Areas that will 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;
Difficulties encountered in completing projects;
Agency NIMS/ICS compliance documentation;
Equal Employment Opportunity (EEO Status);
Procurement Policy

FDEM may request additional monitoring/information if the activity, or lack thereof, generates questions from the region, the sponsoring agency or FDEM leadership. The method of gathering this information will be determined on a case-by-case basis.

Desk monitoring is an on-going process. Recipients will be required to participate in desk top monitoring on an annual basis and as determined by the FDEM. 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:

- 4. Equipment selection or available vendors
- 4. Eligibility of items or services
- 4. Coordination and partnership with other agencies within or outside the region or discipline
- 4. Record Keeping
- 4. Reporting Requirements
- 4. Documentation in support of a Request for Reimbursement

On-Site Monitoring will be conducted by the FDEM or designated personnel. On-site Monitoring visits will be scheduled in advance with the recipient agency POC designated in the grant agreement.

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.

On-site Monitoring Protocol

On-site Monitoring 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 financial and programmatic on-site monitoring checklist to assist in the completion of all required tasks.

Site Visit Preparation

A letter will be sent to the recipient agency Point of Contact (POC) outlining the date, time and purpose of the site visit before the planned arrival date.

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

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.

On-Site Monitoring 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 Monitoring Visit

FDEM personnel will review the on-site monitoring review worksheets and backup documentation as a team and discuss the events of the on-site monitoring.

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 be generated and sent to the grantee. The grantee will submit a Corrective Action Plan within a timeframe as determined by the FDEM. Noncompliance on behalf of sub-grantees is resolved by management under the terms of the Sub grant Agreement.

The On-Site Monitoring Worksheets, the monitoring report and all back up documentation will then be included in the grantee's file.

K. Programmatic Point of Contact

| Contractual Point of Contact | Programmatic Point of Contact |
|---|---|
| Michael Day FDEM 2555 Shumard Oak Blvd. Tallahassee, FL 32399-2100 (850) 488-9441 Michael.Day@em.myflorida.com | Andrea Decraft FDEM 2555 Shumard Oak Blvd. Tallahassee, FL 32399-2100 (850) 410-3457 Andrea.Decraft@em.myflorida.com |

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, Regulations and Special Conditions

- 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. 976
- 8) Section 106 of the National Historic Preservation Act of 1966 as amended (16 USC 470),
Executive Order 11693
- 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

Special Conditions

1. The grantee and any sub grantee shall comply with the most recent version of the Administrative Requirements, Cost Principles, and Audit Requirements. A non-exclusive list of regulations commonly applicable to Department of Homeland Security grants are listed below:
 - A. Administrative Requirements
 - 44 CFR Part 13, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments
 - 2 CFR Part 215, Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations (OMB Circular A-110)
 - B. Cost Principles
 - 2 CFR Part 225, Cost Principles for State, Local and Indian Tribal Governments (OMB Circular A-87)
 - 2 CFR Part 220, Cost Principles for Educational Institutions (OMB Circular A-21)
 - 2 CFR Part 230, Cost Principles for Non-Profit Organizations (OMB Circular A-122)

- Federal Acquisition Regulations (FAR), Part 31.2 Contract Cost Principles and Procedures, Contracts with Commercial Organizations

C. Audit Requirements

- OMB Circular A-133, Audits of States, Local Governments, and Non-Profit Organizations

2. Recipient understands and agrees that it cannot use any federal funds, either directly or indirectly, in support of the enactment, repeal, modification or adoption of any law, regulation or policy, at any level of government, without the express prior written approval of FEMA.
3. The recipient agrees that all allocations and use of funds under this grant will be in accordance with the FY 2010 Homeland Security Grant Program guidance and application kit.
4. The recipient shall not undertake any project having the potential to impact Environmental or Historical Preservation (EHP) resources without the prior approval of FEMA, including but not limited to communications towers, physical security enhancements involving ground disturbance, new construction, and modifications to buildings, structures and objects that are 60 years old or older, and purchase and use of sonar equipment. Recipient must comply with all conditions placed on the project as the result of the EHP review. Any change to the approved project scope of work will require re-evaluation for compliance with these EHP requirements. If ground disturbing activities occur during project implementation, the recipient must ensure monitoring of ground disturbance, and if any potential archeological resources are discovered, the recipient will immediately cease construction in that area and notify FEMA and the appropriate State Historic Preservation Office. Any construction activities that have been initiated without the necessary EHP review and approval will result in a non-compliance finding and will not be eligible for FEMA funding.
5. The recipient is prohibited from obligation or expending Operation Stonegarden (OPSG) funds provided through this award until each unique, specific or modified county level or equivalent Operational Order/Frag Operations Order with embedded estimated operational budget has been reviewed and approved through an official email notice issued by FEMA removing this special programmatic condition. The Operations Order approval process/structure is as follows: Operations Orders are submitted to (1) the appropriate Customs and Border Protection (CBP) Border Patrol (BP) Sector Headquarters (HQ); upon approval by the Sector HQ, forwarded through the Border Patrol Enforcement Transfer System (BPETS) system to (2) the OPSG Coordinator, CPB/BP Washington, DC and upon approval forwarded to (3) Federal Emergency Management Agency (FEMA), Grant Programs Directorate (GPD), Grant Development and Administration Division (GD&A). Notification of release of programmatic hold will be sent by FEMA via email to the State Administrative Agency (SAA) with a copy to OPSG Coordinator at CBP/BP HQ, Washington, DC.
6. The recipient shall submit the Federal Financial Report (FFR, SF-425) within 30 days of the end of the first Federal quarter following the initial grant award. The recipient shall submit quarterly FFRs thereafter until the grant ends. Reports are due on January 30, April 30, July 30, and October 30. A report must be submitted for every quarter of the period of performance, including partial calendar quarters, as well as for periods where no grant activity occurs. Future awards and fund draw downs may be withheld if these reports are delinquent. The final FFR is due 90 days after the end date of the performance period.
7. In the event FEMA determines that changes are necessary to the award document after and award, including changes to the period of performance or terms and conditions, recipients will be notified of the changes in writing. Once notification has been made, any subsequent request for funds will indicate recipient acceptance of the changes to the award. Please call the FEMA/GMD Call Center at (866) 927-6646 or via email to ASK-GMD@dhs.gov if you have any questions.

8. A. Provisions applicable to a recipient that is a private entity.

1. You, as the recipient, your employees, subrecipients under this award and subrecipients' employees may not:

- a. Engage in severe forms of trafficking in persons during the period of time that the award is in effect;
- b. Procure a commercial sex act during the period of time that the award is in effect; or
- c. Use forced labor in the performance of the award or subawards under the award.

2. We as the Federal awarding agency may unilaterally terminate this award, without penalty, if you or a subrecipient that is a private entity:

- a. Is determined to have violated a prohibition in paragraph A.1 of this award term; or
- b. Has an employee who is determined by the agency official authorized to terminate the award to have violated a prohibition in paragraph A.1 of this award term through conduct that is either:
 - i. Associated with performance under this award; or
 - ii. Imputed to you or the subrecipient using standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR Part 180, "OMB Guidelines to Agencies on Government wide Debarment and Suspension (Non-procurement)," as implemented by our agency at 2 CFR Part 3000.

B. Provisions applicable to a recipient other than a private entity. We as the Federal awarding agency may unilaterally terminate this award, without penalty, if a subrecipient that is a private entity:

1. Is determined to have violated an applicable prohibition in paragraph A.1 of this award term; or
2. Has an employee who is determined by the agency official authorized to terminate the award to have violated an applicable prohibition in paragraph A.1 of this award term through conduct that is either:
 - a. Associated with performance under this award; or
 - b. Imputed to the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR part 180, "OMB Guidelines to Agencies on Government wide Debarment and Suspension (Non-procurement)," as implemented by our agency at 2 CFR part 3000.

9. C. Provisions applicable to any recipient.

1. You must inform us immediately of any information you receive from any source alleging a violation of a prohibition in paragraph A.1 of this award term.
2. Our right to terminate unilaterally that is described in paragraph A.2 or B of this section:
 - a. Implements section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 U.S.C. 7104(g)), and
 - b. Is in addition to all other remedies for noncompliance that are available to us under this award.
3. You must include the requirements of paragraph A.1 of this award term in any subaward you make to a private entity.

C. Definitions. For purposes of this award term:

1. "Employee" means either:

- a. An individual employed by you or a subrecipient who is engaged in the performance of the project or program under this award; or

b. Another person engaged in the performance of the project or program under this award and not compensated by you including, but not limited to, a volunteer or individual whose services are contributed by a third party as an in-kind contribution toward cost sharing or matching requirements.

E. "Forced Labor" means labor obtained by any of the following methods: the recruitment, harboring, transportation, provision, or obtaining of a person for labor services, through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage, or slavery.

1. "Private entity" means:

a. Any entity other than a State, local government, Indian Tribe, or foreign public entity, as those terms are, defined in 2 CFR 175.25.

b. Includes:

i. A nonprofit organization, including any nonprofit institution of higher education, hospital, or tribal organization other than one included in the definition of Indian Tribe at 2 CFR 175.25(b).

ii. A for-profit organization.

2. "Severe forms of trafficking in persons", "commercial sex act", and "coercion" have the meaning given at section 103 of the TVPA, as amended (22 U.S.C. 7102).

10. A. "Classified national security information," as defined in Executive Order (EO) 12958, as amended, means information that has been determined pursuant to EO 12958 or any predecessor order to require protection against unauthorized disclosure and is marked to indicate its classified status when in documentary form.

B. No funding under this award shall be used to support a contract, subaward, or other agreement for goods or services that will include access to classified national security information if the award recipient has not been approved for and has access to such information.

C. Where an award recipient has been approved for and has access to classified national security information, no funding under this award shall be used to support a contract, subaward, or other agreement for goods or services that will include access to classified national security information by the contractor, subawardee, or other entity without prior written approval from the DHS Office of Security, Industrial Security Program Branch (ISPB); or, an appropriate official within the Federal department or agency with whom the classified effort will be performed:

D. Such contracts, subawards, or other agreements shall be processed and administered in accordance with the DHS "Standard Operating Procedures, Classified Contracting by State and Local Entities," dated July 7, 2008; EOs 12829, 12958, 12968, as amended; the National Industrial Security Program Operating Manual (NISPOM); and/or other applicable implementing directives or instructions. All security requirement documents are located at: <http://www.dhs.gov/xopnblz/grants/index.shtml>.

E. Immediately upon determination by the award recipient that funding under this award will be used to support such contract, subaward, or other agreement, and prior to execution of any actions to facilitate the acquisition of such a contract, subaward, or other agreement, the award recipient shall contact ISPB, or the applicable Federal department or agency, for approval and processing instructions.

DHS Office of Security ISPB contract information:

Telephone: 202-447-5346

Email: DD254AdministrativeSecurity@dhs.gov

Mail: Department of Homeland Security
Office of the Chief Security Officer
ATTN: ASD/Industrial Security Program Branch
Washington, DC 20528 :

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. 216.101(16), Florida Statutes and Division approval.

ADVANCE REQUEST WORKSHEET

If you are requesting an advance, complete the following worksheet

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

¹ Immediate contract expenditures must be supported through invoices, purchase orders, timesheets and/or other substantiating documentation and cannot exceed the expected cash needs of the recipient within the initial 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.

| <u>ESTIMATED EXPENSES</u> | |
|---|---|
| BUDGET CATEGORY | 2010-2011 Anticipated Expenditures for First Three Months of Contract |
| ADMINISTRATIVE COSTS (Include Secondary Administration.) | |
| PROGRAM EXPENSES | |
| TOTAL EXPENSES | |

Explanation of Circumstances:

Attachment D
Reimbursement Check List

Please Note: FDEM reserves the right to update this check list throughout the life of the grant to ensure compliance with applicable federal and state rules and regulations.

Equipment

- 1. Have all invoices been included?
- 2. Has an AEL # been identified for each purchase?
- 3. If service/warranty expenses are listed, are they only for the performance period of the grant?
- 4. Has proof of payment been included? (E.g. canceled check, Electronic Funds Transfer (EFT) confirmation, or P-Card back up documentation which will include receipt with vendor, copy of credit card statement showing expense charged, and payment to credit card company for that statement)
- 5. If EHP form needed – has copy of it and approval from State/DHS been included?

Planning

Consultants/Contractors (Note: this applies to contractors also billed under Organization)

- 1. Does the amount billed by consultant add up correctly?
- 2. Has all appropriate documentation to denote hours worked been properly signed?
- 3. Have copies of all planning materials and work product (e.g. meeting documents, copies of plans) been included? (If a meeting was held by recipient or contractor/consultant of recipient, an agenda and sign-up sheet with meeting date must be included).
- 4. Has the invoice from consultant/contractor been included?
- 5. Has proof of payment been included? (E.g. canceled check, Electronic Funds Transfer (EFT) confirmation, or P-Card back up documentation which will include receipt with vendor, copy of credit card statement showing expense charged, and payment to credit card company for that statement).
- 6. Has Attachment E (found within Agreement with FDEM) been completed for this consultant and included in the reimbursement package?

Salary Positions (Note: this applies to positions billed under M&A and Organization as well)

- 1. Have the following been provided: signed time sheet by employee and supervisor and proof that employee was paid for time worked (statement of earnings, copy of payroll check or payroll register)? Has a time period summary sheet been included for total claimed amount?
- 2. Does the back-up documentation provided match the time period for which reimbursement is being requested?

Training

- 1. Is the course DHS approved? Is there a course or catalog number? If not, has FDEM approved the non-DHS training? Is supporting documentation included your reimbursement request?
- 2. Have sign-in sheets, rosters and agenda been provided?
- 3. If billing for overtime and/or backfill, has a spreadsheet been provided that lists attendee names, department, # of hours spent at training, hourly rate and total amount paid to each attendee? Have print outs from entity's financial system been provided as proof

attendees were paid? For backfill, has a clear delineation/cross reference been provided showing who was backfilling who?

- 4. Have the names on the sign-in sheets been cross-referenced with the names of the individuals for whom training reimbursement costs are being sought?
- 5. Has any expenditures occurred in support of the training (e.g., printing costs, costs related to administering the training, planning, scheduling, facilities, materials and supplies, reproduction of materials, and equipment)? If so, receipts and proof of payment must be submitted. (E.g. canceled check, Electronic Funds Transfer (EFT) confirmation, or P-Card back up documentation which will include receipt with vendor, copy of credit card statement showing expense charged, and payment to credit card company for that statement).

Exercise

- 1. Has documentation been provided on the purpose/objectives of the exercise? Such as, SITMAN/EXPLAN.
- 2. If exercise has been conducted - has after-action report been included? Have sign-in sheets, agenda, rosters been provided?
- 3. If billing for overtime and backfill, has a spreadsheet been provided that lists attendee names, department, # of hours spent at exercise, hourly rate and total paid to each attendee? Have print outs from entity's financial system been provided to prove attendees were paid? For backfill, has a clear delineation/cross reference been provided showing who was backfilling who?
- 4. Have the names on the sign-in sheets been cross-referenced with the names of the individuals for whom exercise reimbursement costs are being sought?
- 5. Has any expenditures occurred on supplies (e.g., copying paper, gloves, tape, etc) in support of the exercise? If so, receipts and proof of payment must be submitted. (E.g. canceled check, Electronic Funds Transfer (EFT) confirmation, or P-Card back up documentation to include receipt with vendor, copy of credit card statement showing expense charged, and payment to credit card company for that statement).
- 6. Has any expenditures occurred on rental of space/locations for exercises planning and conduct, exercise signs, badges, etc.? If so, receipts and proof of payment must be submitted. (E.g. canceled check, Electronic Funds Transfer (EFT) confirmation, or P-Card back up documentation to include receipt with vendor, copy of credit card statement showing expense charged, and payment to credit card company for that statement).

Travel/Conferences

- 1. Have all receipts been turned in such as: airplane receipts, proof of mileage, toll receipts, hotel receipts, car rental receipts, registration fee receipts and parking receipts? Are these receipts itemized? Do the dates of the receipts match the date(s) of travel/conference? Does the hotel receipt have a zero balance? If applicable, have a travel authorization and travel reimbursement form been included to account for per diem, mileage and other travel expenses which have been reimbursed to the traveler by sub grantees?
- 2. If travel is a conference has the conference agenda been included?
- 3. Has proof of payment to traveler been included? (E.g. canceled check, Electronic Funds Transfer (EFT) confirmation, or copy of payroll check if reimbursed through payroll).

Organization

- 1. If billing for overtime and backfill, has a spreadsheet been provided that lists attendee names, department, # of hours spent at EOC, hourly rate and total paid to each attendee? Have print outs from entity's financial system been provided to prove attendees were paid? For backfill, has a clear delineation/cross reference been provided showing who was backfilling who?

Matching Funds

- 1. Contributions are from Non Federal funding sources.
- 2. Contributions are from cash or in-kind contributions which may include training investments.
- 3. Contributions are not from salary, overtime or other operational costs unrelated to training.

For All Reimbursements - The Final Check

- 1. Have Forms 3, 4a, 4b and 4c been completed and included with each request for reimbursement?
- 2. Have the costs incurred been charged to the appropriate POETE category?
- 3. Does the total on Form 3 match the totals on Forms 4a, 4b and 4c?
- 4. Has Form 3 been signed by the Grant Manager?
- 5. Has the reimbursement package been entered into sub grantee's records/spreadsheet?
- 6. Have the quantity and unit cost been notated on Form 4b?

Attachment E
Warranties and Representations

Financial Management

Recipient's financial management system must include 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 OMB 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 done 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 excellent contractor performance and eliminate unfair competitive advantage, contractors that develop or draft specifications, requirements, statements of work, invitations for bids and/or requests for proposals shall be excluded from competing for such procurements. Awards shall be made to the bidder or offeror whose bid or offer is responsive to the solicitation and is most advantageous to the Recipient, considering the price, quality and other factors. Solicitations shall clearly set forth all requirements that the bidder or offeror 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, 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 the standards by officers, employees, or agents of the Recipient.

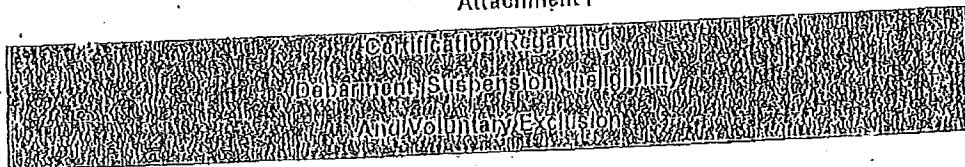
Business Hours

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 F



Subcontractor Covered Transactions

- (1) The prospective subcontractor 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 subcontractor is unable to certify to the above statement, the prospective subcontractor shall attach an explanation to this form.

SUBCONTRACTOR:

By: _____
Signature

Recipient's Name

Name and Title

DCA Contract Number

Street Address

City, State, Zip

Date

Attachment G

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.



AGENDA ITEM SUMMARY FORM

FILE ID: 11-010.22

Date: 9/30/2011

Requesting Department: Fire-Rescue

Law Department
Matter ID No.
11-1935

Commission Meeting Date: 11/17/2011

District Impacted: ALL

Type: Resolution Ordinance Emergency Ordinance Discussion Item

Other _____

Subject: Urban Area Security Initiative ("UASI") Grant Program FY 2010 & Memoranda of Agreements ("MOA's")

Purpose of Item:

Resolution to establish a Special Revenue Project entitled: "The Urban Area Security Initiative ("UASI") Grant Program FY 2010"; appropriating funds in the amount of \$10,708,461.00, received from the U.S. Department of Homeland Security ("USDHS"), passed directly through the State of Florida Division of Emergency Management and authorizing the City Manager to execute Memoranda of Agreements with contiguous partners (Miami-Dade and Monroe Counties, the Cities of Hialeah, Miami Beach, Coral Gables and the Village of Key Biscayne); setting forth their responsibilities in connection with the support of the UASI Project administered by the City of Miami, Department of Fire-Rescue.

Background Information:

(ATTACHMENT)

Budget Impact Analysis

NO Is this item related to revenue?
YES Is this item an expenditure? If so, please identify funding source below.

General Account No:

Special Revenue Account No: UASI Grant Project

CIP Project No:

NO Is this item funded by Homeland Defense/Neighborhood Improvement Bonds?

Start Up Capital Cost: \$0.00
Maintenance Cost: \$0.00
Total Fiscal Impact: \$10,708,461.00 (reimbursable grant funds)

**Final Approvals
(SIGN AND DATE)**

CIP
If using or receiving Special Funds
Grants [Signature]

Budget [Signature] 11/17/11

Risk Management [Signature]

Purchasing [Signature]

Dept. Director [Signature]

Chief [Signature] 11/17/11

City Manager [Signature]

Background Information: (continued)

The United States Department of Homeland Security, through the State of Florida Division of Emergency Management ("DEM"), has sub-granted the Urban Area Security Initiative ("UASI") Grant Program FY 2010 to the City of Miami and its contiguous counties in the amount of \$10,708,461.00. This program targets homeland security funding to "high threat" urban areas in order to prevent, respond, and recover from threats or acts of terrorism and other disasters of natural or man-made origin.

These funds will be used, as stipulated by the grant, for the purchase of specialized equipment, exercise, training, administrative services and development of the Urban Area Homeland Security Strategy, and other planning activities needed to ensure a successful program.

It is now appropriate to accept said grant award, establish a Special Revenue Project, and appropriate said grant award therein.

In addition, the City Commission authorizes the City Manager to execute Memorandum of Agreements ("MOA's") with contiguous partners (Miami-Dade and Monroe Counties, the Cities of Hialeah, Miami Beach, Coral Gables and the Village of Key Biscayne), setting forth the parties' responsibilities in connection with the development and support of the UASI Program 2010 which is administered by the City of Miami, Department of Fire-Rescue.

Miami UASI 2010 Budget

| Line No. | Description of Project | Budget Allocation | Jurisdiction/Primary Sub-Grantee | Owner |
|----------|---|-------------------|----------------------------------|----------------|
| 2010-21 | EOC Enhancements | \$115,001.32 | Miami | MEM |
| 2010-22 | Satellite Phone Sustainment | \$23,400.00 | Miami | MGM |
| 2010-23 | Blackberry Replacement Cache Citywide | \$40,000.00 | Miami | MGM |
| 2010-24 | Blackberry Sustainment Citywide | \$90,000.00 | Miami | MEM |
| 2010-25 | Fibernet Secured @ Fire College | \$27,000.00 | Miami | MEM |
| 2010-26 | Direct TV Sustainment for JIC & MCU | \$3,750.00 | Miami | MEM |
| 2010-27 | NoiMotion/Mobile Data Project | \$40,000.00 | Miami | MEM |
| 2010-28 | Emergency Management | \$147,000.00 | Miami | MEM |
| 2010-29 | Emergency Manager Planning Coordinator | \$329,000.00 | Miami | MEM |
| 2010-30 | TacPack Sustainment | \$1,077.00 | Miami | MFR |
| 2010-31 | Sustainment for Mobile Command Vehicle | \$380.00 | Miami | MFR |
| 2010-32 | All hazards field training prop | \$276,000.00 | Miami | MFR |
| 2010-33 | CBRN Enhanced and NIOSH approved SCBAs | \$476,000.00 | Miami | MFR |
| 2010-34 | UASI Fire Vessel Maintenance & Equipment | \$100,000.00 | Miami | MFR |
| 2010-35 | Repair and replacement for UASI purchased equipment | \$50,000.00 | Miami | MFR |
| 2010-36 | Training, exercise overtime and equipment (to include USAR, Hazmat, Dive and EOC) | \$304,400.01 | Miami | MFR |
| 2010-37 | Regional Program Coordinator | \$147,000.00 | Miami | Miami-Regional |
| 2010-38 | Regional Project Planning | \$350,000.00 | Miami | Miami-Regional |
| 2010-39 | Regional Planning, Training and Exercise | \$241,128.10 | Miami | Miami-Regional |
| 2010-40 | Emergency Notification System for South Florida Region | \$170,000.00 | Miami | Miami-Regional |
| 2010-41 | CI/KR Assessments | \$100,000.00 | SF Planning Council | Miami-Regional |
| 2010-42 | Target Hardening - MDPD Headquarters | \$272,500.00 | MDPO | Miami-Regional |

Miami UASI 2010 Budget

| Line No. | Description of Project | Budget Allocation | Jurisdiction/Primary Sub-Grantee | Owner |
|----------|---|-------------------|----------------------------------|----------------|
| 2010-43 | BSO Warehouse Security | \$50,000.00 | BSO | Miami-Regional |
| 2010-44 | Region 7 Forensics Computers | \$10,000.00 | FDLE | Miami-Regional |
| 2010-45 | Region 7 Forensics Computers | \$270,000.00 | MDPD | Miami-Regional |
| 2010-46 | Intelligence Analysis | \$140,000.00 | MDPD/PBSO | Miami-Regional |
| 2010-47 | Target Hardening - MIA | \$50,000.00 | Miami International Airport | Miami-Regional |
| 2010-48 | Target Hardening - Miami Dade Transit | \$50,000.00 | Miami Dade Transit | Miami-Regional |
| 2010-49 | Target Hardening - Miami Dade Transit | \$130,000.00 | Miami Dade Transit | Miami-Regional |
| 2010-50 | SWAT Team Equipment | \$86,064.00 | MSO | Miami-Regional |
| 2010-51 | Monroe Recovery and COOP Exercise | \$75,000.00 | MCEM | Miami-Regional |
| 2010-52 | Incident Command Tracking System Software | \$1,881.00 | Miami | MPD |
| 2010-53 | Planning, Training and Exercise | \$160,000.00 | Miami | MPD |
| 2010-54 | Firewall Protection for Police Computer Network | \$60,000.00 | Miami | MPD |
| 2010-55 | Critical Infrastructure Documentation Kit | \$5,000.00 | Miami | MPD |
| 2010-56 | CCTV Project | \$346,112.00 | Miami | MPD |
| 2010-57 | Assorted SWAT Tools | \$10,000.00 | Miami | MPD |
| 2010-58 | Equipment Trailer (SWAT) | \$10,000.00 | Miami | MPD |

Miami UASI 2010 Budget

| Line No. | Description of Project | Budget Allocation | Jurisdiction/Priority Sub-Grantee | Owner |
|----------|--|-------------------|-----------------------------------|-------|
| 2010-59 | POC Computer Units for WEB EOC Connectivity | \$46,000.00 | Miami | MPD |
| 2010-60 | Special Mission CBRNE Crime Scene Investigation | \$198,000.00 | Miami | MPD |
| 2010-61 | Backup Portable Emergency Electric Power | \$50,000.00 | Miami | MPD |
| 2010-62 | Andros F8A Vespa Bomb Robot | \$75,000.00 | Miami | MPD |
| 2010-63 | Assorted Tools for Bomb Squad | \$10,000.00 | Miami | MPD |
| 2010-64 | Power Hawk P-16 Rescue Tool (SWAT) | \$17,000.00 | Miami | MPD |
| 2010-65 | PPE Boots | \$3,000.00 | Miami | MPD |
| 2010-66 | Anti-Terrorism Awareness and Educational Materials | \$33,000.00 | Miami | MPD |
| 2010-67 | Emergency Generator | \$65,000.00 | Miami Beach | MBEM |
| 2010-68 | Command Van | \$53,434.48 | Miami Beach | MBPD |
| 2010-69 | Security Alarm for Major Sewer Pump Station | \$30,000.00 | Miami Beach | MBEM |
| 2010-70 | Security Cameras for Water Tank/Pump Station | \$60,000.00 | Miami Beach | MBEM |
| 2010-71 | Security Fence -Public Works Yard | \$30,000.00 | Miami Beach | MBEM |
| 2010-72 | FLUSAR Training | \$85,000.00 | Miami Beach | MDFR |
| 2010-73 | Planning, Training and Exercise | \$118,602.00 | Miami Dade | MDFR |
| 2010-74 | Video Conferencing | \$118,397.00 | Miami Dade | MDFR |
| 2010-75 | Rigid Hull Inflatable Boat | \$188,397.00 | Miami Dade | MDFR |
| 2010-76 | Vulnerability Assessment for MDRF Headquarters | \$98,397.00 | Miami Dade | MDFR |

Miami UASI 2010 Budget

| Line No. | Description of Project | Budget Allocation | Jurisdiction/Primary Sub-Grantee | Owner |
|----------|--|-------------------|----------------------------------|--------|
| 2010-77 | | | | ? |
| | Info Service Intelligence Enterprise | \$70,423.00 | Miami Dade | MDFR |
| 2010-78 | 28 Foot Fire Boat | \$226,700.00 | Miami Dade | MDFR |
| 2010-79 | Technical Rescue Equipment | \$10,000.00 | Miami Dade | MDFR |
| 2010-80 | Mass Decon Nozzles | \$37,389.00 | Miami Dade | MDFR |
| 2010-81 | EMS Tablet Equipment | \$46,448.00 | Miami Dade | MDFR |
| 2010-82 | TLO Training and Other conferences | \$23,074.00 | Miami Dade | MDFR |
| 2010-83 | Emergency Animal Care and Rescue Unit | \$141,058.00 | Miami Dade | MDC EM |
| 2010-84 | Personnel and Asset Tracking | \$230,000.00 | Miami Dade | MDC EM |
| 2010-85 | Countywide Hospital Disaster Preparedness Training | \$200,000.00 | Miami Dade | MDC EM |
| 2010-86 | Emergency Management Specialist | \$76,000.00 | Miami Dade | MDC EM |
| 2010-87 | Disaster Plans Updates | \$60,000.00 | Miami Dade | MDC EM |
| 2010-88 | Public Awareness Campaign | \$262,304.00 | Miami Dade | MDC EM |
| 2010-89 | Surveillance Detection | \$100,000.00 | Miami Dade | MOPD |
| 2010-90 | TLO Training | \$50,000.00 | Miami Dade | MOPD |
| 2010-91 | Video Forensics | \$100,000.00 | Miami Dade | MOPD |
| 2010-92 | Goldstar | \$100,000.00 | Miami Dade | MOPD |
| 2010-93 | Investigative/Intelligence Hardware | \$200,000.00 | Miami Dade | MOPD |

Miami UASI 2010 Budget

| Line No. | Description of Project | Budget Allocation | Jurisdiction/Primary Sub-Grantee | Owner |
|--------------|------------------------|---------------------|----------------------------------|-------|
| 2010-04 | 800 MHz Radios | \$310,440.00 | Monroe | MOEM |
| 2010-05 | M&A Miami UASI | \$321,250.00 | Miami | MEM |
| TOTAL | | \$631,690.00 | | |

MEMORANDUM OF AGREEMENT
FOR PARTICIPATING MIAMI UASI GRANT 2010 AGENCY
"Miami-Dade County"

This Agreement is entered into this 4th day of January, 2011, by and between the City of Miami, a municipal corporation of the State of Florida, (the "Sponsoring Agency") and Miami-Dade County, (the "Participating Agency").

RECITALS

WHEREAS, the U.S. Department of Homeland Security (USDHS) is providing financial assistance to the Miami urban area in the amount \$10,708,461 dollars through the Urban Area Security Initiative (UASI) Grant Program 2010; and

WHEREAS, the Sponsoring Agency is the coordinating agent for the Miami UASI Grant Program 2010; and

WHEREAS, as the USDHS requires that the urban areas selected for funding take a regional metropolitan area approach to the development and implementation of the UASI Grant Program 2010 and involve core cities, core counties, contiguous jurisdictions, mutual aid partners, and State agencies; and

WHEREAS, the 2010 Urban Area has been defined as the City of Miami, Miami-Dade and Monroe Counties, the Cities of Hialeah, Miami Beach, and Coral Gables, and the Village of Key Biscayne and anticipates sub-granting a portion of the UASI funds in accordance with the grant requirements; and

WHEREAS, the City Commission, by Resolution No. 11-0478, adopted on 11-17-11, has authorized the City Manager to enter into this Agreement with each participating agency on behalf of the City of Miami; and

WHEREAS, the Sponsoring Agency wishes to work with the participating agencies through the Urban Area Working Group process to enhance Miami and its surrounding jurisdictions ability to respond to a terrorist threat or act.

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

I. PURPOSE

- A. This Agreement delineates responsibilities of the Sponsoring Agency and the Participating Agencies for activities under the UASI Grant Program 2010 which was made available by the U.S. Department of Homeland Security and the State of Florida Division of Emergency Management (FDEM).
- B. This Agreement serves as the Scope of Work between the Participating Agency and the Sponsoring Agency.

II. SCOPE

- A. The provisions of this Agreement apply to UASI Grant Program 2010 activities to be performed at the request of the federal government, provided at the option of the Sponsoring Agency, and in conjunction with, preparation for, or in anticipation of, a major disaster or emergency related to terrorism and or weapons of mass destruction.
- B. No provision in this Agreement limits the activities of the Urban Area Working Group or its Sponsoring Agency in performing local and state functions.

III. DEFINITIONS

- A. Critical Infrastructure. Any system or asset that if attacked would result in catastrophic loss of life and/or catastrophic economic loss management of resources (including systems for classifying types of resources); qualifications and certification; and the collection, tracking, and reporting of incident information and incident resources.
- B. Core County. The county within which the core city is geographically located. The core city is the City of Miami.

- C. UASI Grant Program 2010. The UASI Grant Program 2010 reflects the intent of Congress and the Administration to enhance and quantify the preparedness of the nation to combat terrorism.
- D. National Incident Management System (NIMS). This system will provide a consistent nationwide approach for federal, state, and local governments to work effectively and efficiently together to prepare for, respond to, and recover from domestic incidents, regardless of cause, size, or complexity. To provide for interoperability and compatibility among Federal, State, and local capabilities, the NIMS will include a core set of concepts, principles, terminology, and technologies covering the incident command system; multi-agency coordination systems; unified command and training.
- E. Urban Area Working Group (UAWG). The State Adminstrating Agency Point of Contact (SAA POC) must work through the Mayor/CEOs from all other jurisdictions within the defined urban area to identify POCs from these jurisdictions to serve on the Urban Area Working Group. The Urban Area Working Group will be responsible for coordinating development and implementation of all program elements, including the urban area assessment, strategy development, and any direct services that are delivered by the grant.
- F. UASI Grant Program 2010. This grant is being provided to address the unique equipment, training, planning, and exercise needs of large high threat urban areas, and program activities must involve coordination by the identified core city, core county/counties, and the respective State Administrative Agency. Funding for the UASI Grant Program 2010 was appropriated by U.S. Congress and is authorized by Public Law 108-11, the Emergency Wartime Supplemental Appropriations Act, 2003. The funding will provide assistance to build an enhanced and sustainable capacity to prevent, respond to, and recover from threats or acts of terrorism for the selected urban areas.

- G. Urban Area. An urban area is limited to inclusion of jurisdictions contiguous to the core city and county/counties, or with which the core city or county/counties have established formal mutual aid agreements.

IV. SPONSORING AGENCY SHALL BE RESPONSIBLE FOR:

- A. Providing an administrative department, which shall be the City of Miami Fire-Rescue Department, authorized to carry out the herein agreed upon responsibilities of the Sponsoring Agency.
- B. Coordinating with named counties and cities, with the respective State Administrative Agency, and with the FDEM and USDHS.
- C. Conducting a comprehensive Urban Area Assessment, which will in turn guide the development of an Urban Area Homeland Security Strategy.
- D. Ensuring the participation of the following critical players in the assessment and strategy development process: law enforcement, emergency medical services, emergency management, the fire service, hazardous materials, public works, governmental administrative, public safety communications, healthcare and public health.
- E. Developing a comprehensive Urban Area Homeland Security Strategy and submit to the SAA POC.
- F. Complying with the requirements or statutory objectives of federal law.
- G. Ensuring satisfactory progress toward the goals or objectives set forth in the grant application.
- H. Following grant agreement requirements and/or special conditions.
- I. Submitting required reports.

- V. THE PARTICIPATING AGENCIES SHALL BE RESPONSIBLE FOR:
- A. Providing an administrative department, which shall be the main liaison and partner with the City of Miami Fire-Rescue Department, authorized to carry out the herein agreed upon responsibilities of the Sponsoring Agency.
 - B. Participating Agencies and any sub-grantees must abide by the grant requirements including budget authorizations, required accounting and reporting expenditures, proper use of funds, and tracking of assets.
 - C. Submitting monthly budget detail worksheets to the City of Miami on the progress of direct purchases of equipment or services.
 - D. Complying with all UASI Grant Program 2010 requirements.
 - E. Participating as a member of the Urban Area Working Group to include coordinating with and assisting the City of Miami in conducting a comprehensive Urban Area Assessment, which in turn will guide development of an Urban Area Homeland Security Strategy.
 - F. Ensuring the participation of the following critical players in the assessment and strategy development process: law enforcement, emergency medical services, emergency management, the fire service, hazardous materials, public works, governmental administrative, public safety communications, healthcare and public health.
 - G. Assisting the sponsoring agency in development of a comprehensive Urban Area Homeland Security Strategy.
 - H. Complying with the requirements or statutory objectives of federal law.
 - I. Ensuring satisfactory progress toward the goals or objectives set forth in the grant application.

J. Submitting required reports as prescribed by the Sponsoring Agency.

L. Maintaining an equipment inventory of UASI purchased items.

VI. THE SPONSORING AGENCY AND THE PARTICIPATING AGENCY AGREE:

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

B. The Participating Agencies will provide financial and performance reports to the sponsoring agency in a timely fashion. The Sponsoring Agency will prepare consolidated reports for submission to the State of Florida.

C. The Sponsoring Agency is not responsible for personnel salaries, benefits, workers compensation or time related issues of the Participating Agency personnel.

D. Sponsoring Agency and Participating Agency are subdivisions as defined in Section 768.28, Florida Statutes, and each party agrees to be fully responsible for the respective acts and omissions of its agents or employees to the extent permitted by law. Nothing herein is intended to serve as a waiver of sovereign immunity by any party to which sovereign immunity may be applicable. Nothing herein shall be construed as consent by a state agency or subdivision of the State of Florida to be sued by third parties in any manner arising out of this Agreement or any other contract.

E. This is a reimbursement grant that requires the Participating Agencies to purchase, receive, and pay invoices in full for equipment, services, and allowable personnel costs PRIOR to submitting the same for reimbursement to the Sponsoring Agency.

VII. FINANCIAL AGREEMENTS

- A. Financial and Compliance Audit Report: Recipients that expend \$300,000 or more of Federal funds during their fiscal year are required to submit an organization-wide financial and compliance audit report. The audit must be performed in accordance with the U.S. General Accounting Office Government Auditing Standards and OMB Circular A-133.
- B. The Secretary of Homeland Security and the Comptroller General of the United States shall have access to any books, documents, and records of recipients of UASI Grant Program 2010 assistance for audit and examination purposes, provided that, in the opinion of the Secretary of Homeland Security or the Comptroller General, these documents are related to the receipt or use of such assistance. The grantee will also give the sponsoring agency or the Comptroller General, through any authorized representative, access to and the right to examine all records, books, papers or documents related to the grant.
- C. Financial Status Reports are due within 45 days after the end of each calendar quarter. A report must be submitted for every quarter that the award is active, including partial calendar quarters, as well as for periods where no grant activity occurs.
- D. Submit progress reports to describe progress to date in implementing the grant and its impact on homeland security in the state.
- E. All financial commitments herein are made subject to the availability of funds and the continued mutual agreements of the parties.

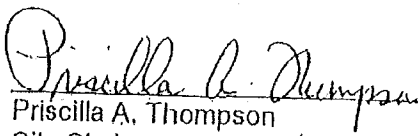
VIII. CONDITIONS, AMENDMENTS, AND TERMINATION

- A. The Participating Agency will not illegally discriminate against any employee or applicant for employment on the grounds of race, color, religion, sex, age, or national origin in fulfilling any and all obligations under this Agreement.
- B. Any provision of this Agreement later found to be in conflict with Federal law or regulation, or invalidated by a court of competent jurisdiction, shall be considered inoperable and/or superseded by that law or regulation. Any provision found inoperable is severable from this Agreement, and the remainder of the Agreement shall remain in full force and effect.
- C. This Agreement may be terminated by either party on thirty (30) days written notice to the other party.
- D. This Agreement shall be considered the full and complete agreement between the undersigned parties, and shall supersede any prior Memorandum of Agreement among the parties, written or oral, except for any executory obligations that have not been fulfilled.
- E. This Agreement will end on April 30, 2013, unless otherwise extended, at which time the parties may agree to renew the association. Renewal will be based on evaluation of the Sponsoring Agency's ability to conform to procedures, training and equipment standards as prescribed by the grant.

SPONSORING AGENCY

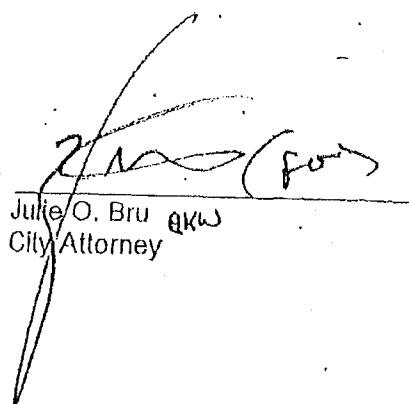
THE CITY OF MIAMI, a municipal Corporation of the State of Florida

ATTEST:

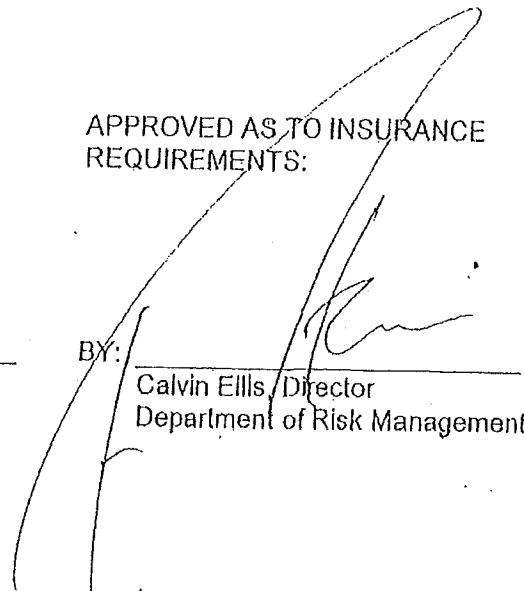
BY: 
Priscilla A. Thompson
City Clerk
1-4-12

BY: 
Johnny Martinez
City Manager

APPROVED AS TO FORM AND CORRECTNESS:

BY: 
Julie O. Bru *AKW*
City Attorney

APPROVED AS TO INSURANCE REQUIREMENTS:

BY: 
Calvin Ellis, Director
Department of Risk Management

PARTICIPATING AGENCY
"Miami-Dade County"

ATTEST:

Name:

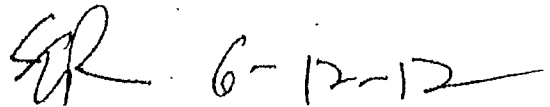
Title:

BY: 

NAME: Genaro "Chip" Iglesias

TITLE: Chief of Staff / Deputy Mayor

APPROVED AS TO FORM AND
CORRECTNESS:



Participating Agency Attorney



City of Miami

City Hall
3500 Pan American Drive
Miami, FL 33133
www.miamigov.com

Master Report

Resolution R-11-0478

File ID #: 11-01022

Enactment Date: 11/17/11

Version: 1

Controlling City Commission
Body:

Status: Mayor's Office for
Signature

Title: A RESOLUTION OF THE MIAMI CITY COMMISSION, WITH ATTACHMENT(S), ESTABLISHING A NEW SPECIAL REVENUE PROJECT ENTITLED: "URBAN AREA SECURITY INITIATIVE ("UASI") GRANT PROGRAM FISCAL YEAR 2010", AND APPROPRIATING FUNDS FOR THE OPERATION OF SAME, IN THE AMOUNT OF \$10,708,461, CONSISTING OF A GRANT FROM THE UNITED STATES DEPARTMENT OF HOMELAND SECURITY, DIRECTLY TO THE STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT; AUTHORIZING THE CITY MANAGER TO ACCEPT SAID GRANT AWARD AND TO EXECUTE THE SUBGRANT AGREEMENT, IN SUBSTANTIALLY THE ATTACHED FORM, AND ALL NECESSARY DOCUMENTS IN ORDER TO IMPLEMENT THE ACCEPTANCE OF SAID GRANT AWARD; FURTHER AUTHORIZING THE CITY MANAGER TO EXTEND SAID UASI GRANT PROGRAM, FISCAL YEAR 2010, AS NECESSARY AND TO EXECUTE ANY OTHER RELATED MODIFICATIONS, AMENDMENTS OR EXTENSIONS ON ALL MATTERS EXCEPT THOSE DEALING WITH FUNDING CHANGES; AUTHORIZING THE EXPENDITURE OF FUNDS TO VARIOUS GOVERNMENTAL AGENCIES DESIGNATED FOR HOMELAND SECURITY EXPENSE PURSUANT TO THE UASI GRANT GUIDELINES; AND AUTHORIZING THE CITY MANAGER TO EXECUTE MEMORANDUM OF AGREEMENT(S), IN SUBSTANTIALLY THE ATTACHED FORM(S), WITH ITS CONTIGUOUS PARTNERS (MIAMI-DADE AND MONROE COUNTIES, THE CITIES OF HIALEAH, MIAMI BEACH, CORAL GABLES, AND THE VILLAGE OF KEY BISCAZYNE) SETTING FORTH THE PARTIES' RESPONSIBILITIES IN CONNECTION WITH THE DEVELOPMENT AND SUPPORT OF THE UASI PROJECT ADMINISTERED BY THE CITY OF MIAMI DEPARTMENT OF FIRE-RESCUE, CONTINGENT UPON FUNDING OF SAID PROJECT BEING SECURED.

Reference:

Introduced: 10/19/11

Name: Establishing Revenue - UASI Grant Pgrm FY' 10

Requester: Department of
Fire-Rescue

Cost:

Final Action: 11/17/11

Notes:

Sections:

Indexes:

Attachments: 11-01022 Summary Form.pdf, 11-01022 Urban Area Security Initiative Grant Prgm. FY'10.pdf, 11-01022 Miami UASI 2010 Budget.pdf, 11-01022 Legislation.pdf, 11-01022 Exhibit 1.pdf

Action History

| Ver. | Acting Body | Date | Action | Sent To | Due Date | Returned | Result |
|---|-----------------------------|----------|-----------------------|---------|----------|----------|--------|
| 1 | Office of the City Attorney | 11/1/11 | Reviewed and Approved | | | | |
| 1 | City Commission | 11/17/11 | ADOPTED | | | | 1 |
| <p>A motion was made by Francis Suarez, seconded by Frank Carollo, that this matter be ADOPTED. The motion carried by the following vote: Aye: 5 - Wifredo (Willy) Gort, Marc David Sarnoff, Frank Carollo, Francis Suarez and Michelle Spence-Jones</p> | | | | | | | |



City of Miami
Legislation
Resolution

City Hall
3500 Pan American
Drive
Miami, FL 33133
www.miamigov.com

File Number: 11-01022

Final Action Date:

A RESOLUTION OF THE MIAMI CITY COMMISSION, WITH ATTACHMENT(S), ESTABLISHING A NEW SPECIAL REVENUE PROJECT ENTITLED: "URBAN AREA SECURITY INITIATIVE ("UASI") GRANT PROGRAM FISCAL YEAR 2010", AND APPROPRIATING FUNDS FOR THE OPERATION OF SAME, IN THE AMOUNT OF \$10,708,461, CONSISTING OF A GRANT FROM THE UNITED STATES DEPARTMENT OF HOMELAND SECURITY, DIRECTLY TO THE STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT; AUTHORIZING THE CITY MANAGER TO ACCEPT SAID GRANT AWARD AND TO EXECUTE THE SUBGRANT AGREEMENT, IN SUBSTANTIALLY THE ATTACHED FORM, AND ALL NECESSARY DOCUMENTS IN ORDER TO IMPLEMENT THE ACCEPTANCE OF SAID GRANT AWARD; FURTHER AUTHORIZING THE CITY MANAGER TO EXTEND SAID UASI GRANT PROGRAM, FISCAL YEAR 2010, AS NECESSARY AND TO EXECUTE ANY OTHER RELATED MODIFICATIONS, AMENDMENTS OR EXTENSIONS ON ALL MATTERS EXCEPT THOSE DEALING WITH FUNDING CHANGES; AUTHORIZING THE EXPENDITURE OF FUNDS TO VARIOUS GOVERNMENTAL AGENCIES DESIGNATED FOR HOMELAND SECURITY EXPENSE PURSUANT TO THE UASI GRANT GUIDELINES; AND AUTHORIZING THE CITY MANAGER TO EXECUTE MEMORANDUM OF AGREEMENT(S), IN SUBSTANTIALLY THE ATTACHED FORM(S), WITH ITS CONTIGUOUS PARTNERS (MIAMI-DADE AND MONROE COUNTIES, THE CITIES OF HIALEAH, MIAMI BEACH, CORAL GABLES, AND THE VILLAGE OF KEY BISCAYNE) SETTING FORTH THE PARTIES' RESPONSIBILITIES IN CONNECTION WITH THE DEVELOPMENT AND SUPPORT OF THE UASI PROJECT ADMINISTERED BY THE CITY OF MIAMI DEPARTMENT OF FIRE-RESCUE, CONTINGENT UPON FUNDING OF SAID PROJECT BEING SECURED.

WHEREAS, the United States Department of Homeland Security ("USDHS"), is authorized by the Emergency Wartime Supplemental Appropriations Act 2003, to provide funds to states for subsequent distribution to selected urban areas to address the unique equipment, training, planning, exercise and operational needs for large urban areas, and to assist them in building an enhanced and sustainable capacity to prevent, respond to, and recover from threats or acts of terrorism; and

WHEREAS, the USDHS, through the State of Florida Division of Emergency Management ("DEM"), has sub-granted an Urban Area Security Initiative ("UASI") Grant Project, Fiscal Year 2010 to the City of Miami ("City") in the amount of \$10,708,461; and

WHEREAS, the City Department of Fire-Rescue will use said funds to continue to address the unique equipment, training, planning, exercise and operational needs of the City and its contiguous partners and to continue building an enhanced and sustainable capacity to prevent, respond to, and recover from threats or acts of terrorism; and

WHEREAS, in accordance with the UASI Grant Program, Fiscal Year 2010, the attached

Memorandum of Agreements (MOA's") with the City's contiguous partners (Miami-Dade and Monroe Counties, the Cities of Hialeah, Miami Beach, Coral Gables and the Village of Key Biscayne) will provide the necessary guidelines to coordinate the UASI Grant Program, Fiscal Year 2010 and will permit the City to reimburse its partners for their eligible expenditures that are compliant with said project;

NOW, THEREFORE, BE IT RESOLVED BY THE COMMISSION OF THE CITY OF MIAMI, FLORIDA:

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

Section 2. The following new Special Revenue Project is established and resources are appropriated as described below:

| | | |
|-----------------|---|--------------|
| FUND TITLE: | Urban Area Security Initiative Grant Program Fiscal Year 2010 | |
| RESOURCES: | Department of Homeland Security directly to the State of Florida Division of Emergency Management | \$10,708,461 |
| APPROPRIATIONS: | | \$10,708,461 |


Section 3. The City Manager is authorized (1) to accept said grant award and to execute the Subgrant Agreement, in substantially the attached form, and all necessary documents in order to implement the acceptance of said grant award.

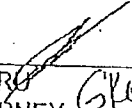

Section 4. The City Manger is further authorized (1) to extend said UASI Grant Program, Fiscal Year 2010 grant award as necessary and to execute any other related modifications, amendments or extensions on all matters except those dealing with funding changes, in connection with the development and support of the UASI projects administered by the City's Department of Fire-Rescue, as an UASI Sponsoring Agency, contingent upon the funding of the UASI projects being secured in the form of grants from the Federal Department through the Florida DEM.

Section 5. The City Manager is authorized (1) to execute MOA's, in substantially attached form(s), with its contiguous partners (Miami-Dade and Monroe Counties, the Cities of Hialeah, Miami Beach, Coral Gables and the Village of Key Biscayne), for the purpose of settling forth the parties' responsibilities in connection with the development and support of the UASI Grant Program, Fiscal Year 2010 administered by the City Department of Fire-Rescue, an UASI sponsoring agency, contingent upon funding of said project being secured.

Section 6. This Resolution shall become effective immediately upon its adoption and signature of the Mayor, (2)

File Number: 11-01022

APPROVED AS TO FORM AND CORRECTNESS: 


JULIE O. BRIDGES
CITY ATTORNEY 

Footnotes:

{1}. The herein authorization is further subject to compliance with all requirements that may be imposed by the City Attorney, including but not limited to those prescribed by applicable City Charter and Code provisions.

{2} If the mayor does not sign this Resolution, it shall become effective at the end of ten calendar days from the date it was passed and adopted. If the Mayor vetoes this Resolution, it shall become effective immediately upon override of the veto by the City Commission.

FUND TITLE:

Urban Area Security Initiative (UASI)
Grant Program FY 2010

RESOURCES:

Department of Homeland Security (DHS)
directly to the State of Florida Division
of Emergency Management (FDEM)

\$10,708,461.00

APPROPRIATIONS:

\$10,708,461.00
