

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2013	2014	2015	2016	2017
Capital Expenditures	\$0				
Operating Costs	\$189,000				
External Revenues	(\$189,000)				
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 2241 Object 3129

Reporting Category _____

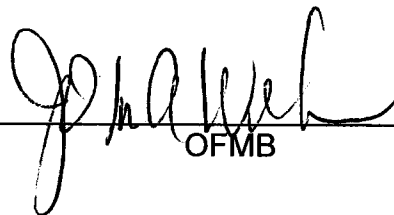

B. Recommended Sources of Funds / Summary of Fiscal Impact:

The Sheriff's Office has been awarded funds through the City of Miami as the Miami UASI's fiscal agent. The award of \$189,000 will be used to enhance the capabilities of the Region 7 Perimeter Response Teams by purchasing field force equipment which will provide protection for officer's deployed during civil unrest incidents. There is no match requirement associated with this award. No additional positions are needed and no additional County funds are required.

Regional EFF Enhanced Capability	<u>\$189,000</u>
Total Program Budget	\$189,000

III. REVIEW COMMENTS

A. OFMB Fiscal and/or Contract Administration Comments:

 _____ OFMB	12/28/12 JS 12/28 PM 12-21-12	 _____ Contract Administration
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B. Legal Sufficiency:



 Assistant County Attorney

C. Other Department Review:

Department Director

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

13- 0318

BOARD OF COUNTY COMMISSIONERS
PALM BEACH COUNTY, FLORIDA
BUDGET AMENDMENT

FUND 1152 - Sheriff's Grants Fund

B6EX 420 1226/12-623
B6RU 420 1226/12-157

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								
Regional EFF Enhanced Capability								
160-2241-3129	Federal Grant - Other Public Safety	0	0	189,000		189,000		
TOTAL REVENUES		5,064,394	\$7,002,675	\$189,000	\$0	\$7,191,675		
Expenditures								
Regional EFF Enhanced Capability								
160-2241-9498 NA	Transfer to Sheriff's Fund 1902	0	0	189,000		189,000		
TOTAL EXPENDITURES		5,064,394	\$7,002,675	\$189,000	\$0	\$7,191,675		

Attachment # 1

Palm Beach County Sheriff's Office

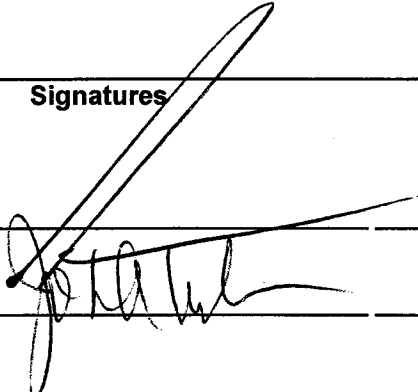
INITIATING DEPARTMENT/DIVISION

Administration/Budget Department Approval

OFMB Department - Posted

Signatures

Date

 _____
 _____ 12/28/12
 _____ 12/24

By Board of County Commissioners
At Meeting of January 15, 2013

Deputy Clerk to the
Board of County Commissioners

**MEMORANDUM OF AGREEMENT
FOR PARTICIPATING MIAMI UASI GRANT 2010 AGENCY
"Palm Beach County Sheriff's Office"**

This Agreement is entered into this 25th day of April, 2012, by and between the City of Miami, a municipal corporation of the State of Florida, (the "Sponsoring Agency") and the Palm Beach County Sheriff's Office, (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 City Commission, by Resolution No. 12-0135, adopted on 4/12/2012, 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:

GKW #12-626

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Attachment # 2

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; training; identification and
- E. Urban Area Working Group (UAWG). The State Administrating 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.

ATTEST:

SPONSORING AGENCY

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

BY: Priscilla A. Thompson
Priscilla A. Thompson, CMC
City Clerk 4-25-12

BY: [Signature]
Johnny Martinez, P.E.
City Manager

APPROVED AS TO FORM AND CORRECTNESS:

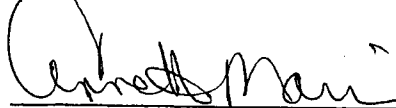
APPROVED AS TO INSURANCE REQUIREMENTS:

BY: Mareah Theriault
Julie O. Bru ^{GKW}
City Attorney

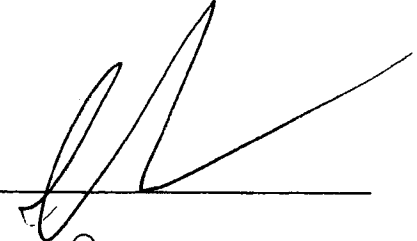
BY: [Signature]
Calvin Ellis, Director
Department of Risk Management

PARTICIPATING AGENCY
"Palm Beach County Sheriff's Office"

ATTEST:


Name: _____

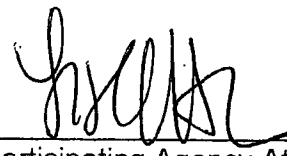
Sheriff's Assistant
Title: _____
10-1-12

BY: 

NAME: Ric L. Badshaw

TITLE: Sheriff

APPROVED AS TO FORM AND
CORRECTNESS:



Participating Agency Attorney

City of Miami

JOHNNY MARTINEZ
City Manager

MAURICE L. KEMP
Fire Chief



November 30th, 2012

Janet Cid
Palm Beach County Sheriff's Office
Grants/Contracts Section
3228 Gun Club Road
West Palm Beach, FL 33406

Re: Notice of UAWG Approval of UASI Regional Project

Dear Ms. Cid:

This letter serves as official notification that an amendment was passed by the Southeast Florida Urban Area Work Group (UAWG) on November 13th, 2012. This amendment transferred funds in the amount of \$189,000.00 creating a new UASI 2010 Palm-Beach County project:

- "Region 7 Perimeter Response Team Enhanced Capability"- #2010-120, \$189,000.00

The period of performance for this project shall expire February 28th, 2013. A reimbursement package must be submitted no later than February 28th, 2013, along with the backup documentation. Please refer to the project title and its identification number. Requests for reimbursement submitted after February 28th, 2013 shall be denied.

Project timelines and benchmarks shall be clearly communicated to the administrating agency (City of Miami) upon request. Failure to comply with timelines and benchmarks will result in de-obligation of funds for this project.

If you have any questions, please do not hesitate to contact UASI Project Coordinator, Kristin Jordahl, at (305) 416-5429 or kjordahl@miamigov.com.

Sincerely,

Joseph Zahralban, Assistant Fire Chief
Division of Emergency Management
Department of Fire-Rescue

JZ/st

DEPARTMENT OF FIRE-RESCUE/Administration
1151 N.W. 7th Street / Miami, FL 33136 / (305) 416-5400

Attachment #

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