

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact

Fiscal Years	<u>2013</u>	<u>2014</u>	<u>2015</u>	<u>2016</u>	<u>2017</u>
Capital Expenditures	_____	_____	_____	_____	_____
Operating Costs	\$658,604	_____	_____	_____	_____
External Revenues	(\$658,604)	_____	_____	_____	_____
Program Income (County)	_____	_____	_____	_____	_____
In-Kind Match (County)	_____	_____	_____	_____	_____
Net Fiscal Impact	=====	=====	=====	=====	=====
# ADDITIONAL FTE POSITIONS (Cumulative)	_____	_____	_____	_____	_____

Is Item Included In Current Budget? Yes _____ No X

Budget Account Exp No: Fund Department Unit Object
 Rev No: Fund Department Unit Source

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

Grant: Urban Areas Security Initiative Grant 2011
 Fund: Urban Areas Security Initiative Grant
 Unit: Urban Areas Security Initiative Grant 2011

Departmental Fiscal Review: Stephanie Seino 4/25/13

III. REVIEW COMMENTS

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

 OFMB
 JLB 4/25/13
 4/29/13

 Contract Administration
 5-13-13 B Wheeler

B. Legal Sufficiency:

 Assistant County Attorney
 5/14/13

C. Other Department Review:

 Department Director

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

Background and Policy Issues: (Continued from Page1)

In early 2006, the State of Florida and the Federal Department of Homeland Security established a new UASI. This new UASI was created using the cities of Fort Lauderdale, Miramar, Miami Gardens, Hollywood, and Coral Springs as the core cities. At the first organizational meeting of the UASI, the core cities invited the Counties of Broward and Palm Beach to participate as equal partners. Subsequently, the City of Coral Springs and the Sheriffs Office of Broward and Palm Beach Counties were also invited to participate as equal partners. In May of 2011, the Miami UASI and the Fort Lauderdale UASI were combined by the Department of Homeland Security into the Fort Lauderdale/Miami UASI. The City of Miami has accepted the duties and responsibilities of representing the UASI to the State and Federal Governments as the UASI's fiscal agent and point of contact.

**MEMORANDUM OF AGREEMENT
FOR PARTICIPATING MIAMI UASI GRANT 2011 AGENCY
"Palm Beach County"**

This Agreement is entered into this 26th day of March, 2012, by and between the City of Miami, a municipal corporation of the State of Florida, (the "Sponsoring Agency") and Palm Beach 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 \$9,356,839 dollars through the Urban Area Security Initiative (UASI) Grant Program 2011; and

WHEREAS, the Sponsoring Agency is the coordinating agent for the Miami UASI Grant Program 2011; 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 2011 and involve core cities, core counties, contiguous jurisdictions, mutual aid partners, and State agencies; and

WHEREAS, the 2011 Urban Area has been defined Miami and Ft. Lauderdale collectively and anticipates sub-granting a portion of the UASI funds in accordance with the grant requirements; and

WHEREAS, the City Commission, by Resolution No. 12-0083, adopted on 3/8/12, 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 2011 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 2011 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 2011. The UASI Grant Program 2011 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 2011. 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 2011 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 2011 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 2011 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, 2014, 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
Priscilla A. Thompson
City Clerk
3-26-12

BY: Johnny Martinez
Johnny Martinez, P.E.
City Manager

APPROVED AS TO FORM AND CORRECTNESS:

APPROVED AS TO INSURANCE REQUIREMENTS:

BY: [Signature]
Julie O. Bru
City Attorney
ROR

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

**PARTICIPATING AGENCY
"Palm Beach County"**

ATTEST:

Name:

Title:

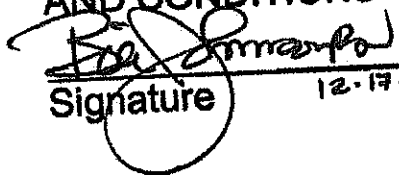
BY: _____

NAME: _____

TITLE: _____

APPROVED AS TO FORM AND
CORRECTNESS:

**APPROVED AS TO TERMS
AND CONDITIONS**


Signature _____ 12.17.2017


Participating Agency Attorney _____ 12/20/12

City of Miami

JOHNNY MARTINEZ
City Manager

MAURICE L. KEMP
Fire Chief



March 5th, 2013

Bill Johnson
Palm Beach County
Division of Emergency Management
20 S. Military Tr.
West Palm Beach, Florida 33415

Re: Miami UASI 2011 MOA

Dear Director Johnson:

This letter serves as official notification that the Funding Year 2011 MOA (Award# 12-DS-22-11-23-02-236) between the City of Miami and Palm Beach County is for the amount of \$658,603.80 for the projects listed in the enclosed table.

Please refer to the Funding Year 2011 Miami UASI MOA (Award# 12-DS-22-11-23-02-236) between the City of Miami and Palm Beach County for more information and stipulations.

The period of performance for these projects shall expire April 30th, 2014. A reimbursement package must be submitted no later than February 28th, 2014, along with the backup documentation. Please refer to the project title and its identification number. Requests for reimbursement submitted after February 28th, 2014 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.

DEPARTMENT OF FIRE-RESCUE/Administration
444 SW 2nd Ave / Miami, FL 33130 / (305) 416-5400

Attachment # 2

Line Item #	Y/N	Description of Project	Budget Request	Fiscal Source	Agency	POB/FIT	ALRT #
2011-147	Y	Video Assessment Systems/GC/TV - cameras and motion detection system that will be linked to central monitoring control center staffed 24/7 to protect the county's water system.	\$47,040.00	Palm Beach County	Palm Beach Water Utilities Department	Equipment	14SW-01-VIDA
2011-148	Y	Video Assessment Systems/ DVR, Cable, Connectors -cameras and motion detection system that will be linked to central monitoring control center staffed 24/7 to protect the county's water system.	\$36,960.00	Palm Beach County	Palm Beach Water Utilities Department	Equipment	14SW-01-VIDA
2011-149	N	12 Channel Mixer Board- Allows usage of many audio channels	\$1,372.00	Palm Beach County	City of Greenacres	Equipment	04AP-09-ALRT
2011-150	N	Audio Processor- To allow for optimum sound quality.	\$504.00	Palm Beach County	City of Greenacres	Equipment	04AP-09-ALRT
2011-151	N	Microphones- High quality microphones provide high quality sound and can be used for recording quality sound	\$378.00	Palm Beach County	City of Greenacres	Equipment	04AP-09-ALRT
2011-152	N	Editing/Automation System- System allows recording and storing of announcements for automated broadcasting of station.	\$1,540.00	Palm Beach County	City of Greenacres	Equipment	04AP-09-ALRT
2011-153	N	Computer and audio card- Used to run radio five automated system.	\$672.00	Palm Beach County	City of Greenacres	Equipment	04AP-09-ALRT
2011-154	N	Computer and audio card - Used to stream station audio on City website.	\$672.00	Palm Beach County	City of Greenacres	Equipment	04AP-09-ALRT
2011-155	N	Compressor/Limiter- Audio conditioner that delivers audio to computer for streaming at a consistent level.	\$644.00	Palm Beach County	City of Greenacres	Equipment	04AP-09-ALRT
2011-156	N	AM Broadcast stand alone Antenna- Antenna to be mounted on facility roof. Current antenna to be stored and used for back-up.	\$882.00	Palm Beach County	City of Greenacres	Equipment	04AP-09-ALRT
2011-157	N	Antenna Height Extension Mounting Kit- Mounting Kit to extend antenna height on the roof.	\$98.00	Palm Beach County	City of Greenacres	Equipment	04AP-09-ALRT
2011-158	N	Groundplane- Copper straps and wiring providing necessary grounding of station.	\$448.00	Palm Beach County	City of Greenacres	Equipment	04AP-09-ALRT
2011-159	N	Antenna Coupler- Links antenna to groundplane	\$336.00	Palm Beach County	City of Greenacres	Equipment	04AP-09-ALRT
2011-160	N	Coax/Connectors- Upgrade to 1/2" Coax transmission line for minimum loss and maximum signal input to the antenna.	\$98.00	Palm Beach County	City of Greenacres	Equipment	04AP-09-ALRT
2011-161	N	Cabling/Connectors- Cabling and connectors linking all studio elements.	\$56.00	Palm Beach County	City of Greenacres	Equipment	04AP-09-ALRT
2011-162	N	Professional Engineering/Build-out- All professional labor necessary for the rebuilding of the antenna system and studio. Includes tuning of all components.	\$3,920.00	Palm Beach County	City of Greenacres	Planning	04AP-09-ALRT
2011-163	N	Audio production of all station imaging. Includes voice talent and copywriting	\$420.00	Palm Beach County	City of Greenacres	Planning	04AP-09-ALRT
2011-164	N	System Training- Four (4) hours of on-site training on automated system.	\$280.00	Palm Beach County	City of Greenacres	Training	04AP-09-ALRT
2011-165	N	Audio production of four (4) vignettes. Each Vignette will be 4-5 minutes in length. ARN will provide copywriting, full production and voice talent on these vignettes.	\$840.00	Palm Beach County	City of Greenacres	Planning	04AP-09-ALRT

DEPARTMENT OF FIRE-RESCUE/Administration
444 SW 2nd Ave / Miami, FL 33130 / (305) 416-5400

2011-166	N	Optional: De-Tuning of the large tower adjacent to building to make tower invisible to frequency of the station.	\$3,360.00	Palm Beach County	City of Greenacres	Equipment	04AP-09-ALRT
2011-167	N	60 inch LCD/LED displays in a 6 x 5 Video Wall with Beveled Edges - this equipment is needed for EOC information sharing, monitoring and tracking to provide accurate and reliable source of information, distribute information effectively as well as enhance internal and external communications.	\$143,662.80	Palm Beach County	Palm Beach DEM	Equipment	04MD-03-DISP
2011-175	N	WebEOC - Interoperable Communications software needed for regional info sharing during emergency operations as well as non-emergency situations to provide a platform for day-to-day regional info sharing and updates.	\$300,000.00	Regional	Palm Beach County	Equipment	04HW-01-INHW
2011-190	N	G-366 Planning for the Needs of Children	\$4,100.00	Regional	Palm Beach County	Training	21GN-00-TRNG
2011-191	N	G-250.7 Rapid Assessment Workshop	\$4,100.00	Regional	Palm Beach County	Training	21GN-00-TRNG
2011-192	N	G-270.4 Recovery from Disaster	\$6,750.00	Regional	Palm Beach County	Training	21GN-00-TRNG
2011-193	N	L156: Design for Homeland Security TTT for Continuity of Operations	\$9,000.00	Regional	Palm Beach County	Training	21GN-00-TRNG
2011-194	N	G601 Preliminary Damage Assessment Training	\$4,100.00	Regional	Palm Beach County	Training	21GN-00-TRNG
2011-195	N	FL-2355 County Points of Distribution (PODS) Course	\$1,900.00	Regional	Palm Beach County	Training	21GN-00-TRNG
2011-199	N	L-561 Devolution Planning Workshop	\$6,751.00	Regional	Palm Beach County	Training	21GN-00-TRNG
2011-200	N	Citizen's Corp (Palm Beach County)	\$77,720.00	Regional	Palm Beach County	Equipment	21GN-00-OCEQ
		Total:	\$658,603.80				

Sincerely,



Rachel Tkatch, Program Manager
Miami-Fort Lauderdale UASI
City of Miami
Division of Emergency Management
Department of Fire-Rescue

RT/st

BOARD OF COUNTY COMMISSIONERS
 PALM BEACH COUNTY, FLORIDA
 BUDGET AMENDMENT

BGEX - 662- 0418130000000001434
 BGRV - 662- 0418130000000000558

FUND 1438 - Urban Areas Security Initiative Grant

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

ACCT.NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	CURRENT BUDGET	INCREASE	DECREASE	ADJUSTED BUDGET	EXPENDED/ ENCUMBERED as of 4/18/2013	REMAINING BALANCE
UASI 2011								
Revenue								
1438-662-7357-3129	Fed Grnt Indirect-Public Safety	0	0	658,604		658,604		
	Total Revenue and Balance	0	1,080,920	658,604	0	1,739,524		
Expense								
1438-662-7357-3401	Other Contractual Services	0	0	377,720	0	377,720	0	377,720
1438-662-7357-3421	Contractual Service-Training	0	0	36,701	0	36,701	0	36,701
1438-662-7357-6401	Machinery and Equipment	0	0	143,663	0	143,663	0	143,663
1438-662-7357-8101	Contributions Other Governmental Agency	0	0	16,520	0	16,520	0	16,520
1438-820-7357-9209	Transfer to Operation/Maint Fd 4001	0	0	84,000	0	84,000	0	84,000
	Total Appropriation and Expenditures	0	1,080,920	658,604	0	1,739,524	0	1,739,524

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

Signatures _____ Date _____
Stephanie Sepino 4/25/13

By Board of County Commissioners
 At Meeting of 5/21/2013
 Deputy Clerk to the
 Board of County Commissioners

Attachment # 3

13 - _____


BGRV 720 041713*557
BGEX 720 041713*1415

BOARD OF COUNTY COMMISSIONERS
PALM BEACH COUNTY, FLORIDA
BUDGET: AMENDMENT
FUND 4011: Water Utilities Department Capital Improvement Fund

Use this form for items not anticipated in the budget

Account		Original Budget	Current Budget	Increase	Decrease	Adjusted Budget	Encumbered As of 4/17/2013	Remaining Balance
Number	Name							
Capital Improvement Fund								
<u>Receipts and Revenues</u>								
4011-721-W017-3439	Grants State Environment	0	0	84,000	0	84,000		
Total receipts and revenues		<u>144,945,866</u>	<u>152,571,086</u>	<u>84,000</u>	<u>0</u>	<u>152,655,086</u>		
<u>Expenditures and Reserves</u>								
4011-721-W017-6401	Machinery and Equipment	0	0	84,000	0	84,000	0	84,000
Total expenditures and reserves		<u>144,945,866</u>	<u>152,571,086</u>	<u>252,000</u>	<u>0</u>	<u>152,823,086</u>		

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

Signatures	Date
	4/18/2013
_____	_____
_____	_____

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

Attachment # 4

UASI - GY2011 Project Summary

PROJECT #	PROJECT DESCRIPTION	BUDGETED AMOUNT	SUB GRANTEE
2011-147	Video Assessment Systems/CCTV	\$ 47,040	PBC Water Utilities
2011-148	Video Assessment Systems/DVR Cable Connectors	\$ 36,960	PBC Water Utilities
2011-149 to 166	Emergency Advisory Radio Enhancement	\$ 16,520	Greenacres
2011-167	60 inch LCD/LED Displays in a 5x5 Video Wall	\$ 143,663	PBC DEM
2011-175	WebEOC Interoperable Communications Software	\$ 300,000	PBC WebEOC
2011-190 to 195, 199	Regional Training	\$ 36,701	PBC
2011-200	Citizen Corps	\$ 77,720	PBC

Total \$ 658,604

Attachment # 5