

**PALM BEACH COUNTY  
BOARD OF COUNTY COMMISSIONERS  
AGENDA ITEM SUMMARY**

=====  
**Meeting Date: February 4, 2014**       **Consent**       **Regular**  
     **Ordinance**       **Public Hearing**

**Department: Department of Public Safety**  
**Submitted By: Department of Public Safety**  
**Submitted For: Division of Emergency Management**  
 =====

**I. EXECUTIVE BRIEF**

**Motion and Title: Staff recommends motion to: A) Receive and File** the executed Memorandum of Agreement with the City of Miami, a municipal corporation of the State of Florida, as a fiscal agent for the Miami Urban Area Security Initiative (UASI) Grant Program 2012 to receive \$217,719.87 in reimbursable grant funding effective January 3, 2014 through April 30, 2014; and **B) Approve** a budget amendment of \$217,720 in the Urban Areas Security Initiative Grant Fund to recognize the grant award.

**Summary:** This agreement provides a means of funding various domestic security activities within the County using Federal UASI funds through the City of Miami as the UASI's fiscal agent. The UASI awarded \$217,719.87 to the County, of which \$133,908.48 will be used to fund jurisdictional fire, health, emergency management and other approved anti-terrorism activities; \$17,411.39 towards regional training to improve operational readiness of disaster responders in the region; and \$66,400 for enhancement of the Citizen Corps program fostering self sufficiency during a disaster. R-2013-0622 authorizes the County Administrator or his designee to execute all UASI sub-grant contracts on behalf of the Board of County Commissioners, for the UASI Grant Program in any given year. **No County matching funds are required. Countywide (PGE).**

**Background and Policy Issues:** 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.

**Attachments**

- 1) Memorandum of Agreement for Participating Miami UASI Agency
- 2) Award Letters from the City of Miami
- 3) Budget Amendment (1438)

=====  
**Recommended by:** *Vincent J. Depina*      *1/15/14*      **Date**  
 Department Director  
**Approved By:** *Vincent J. Depina*      *1/15/14*      **Date**  
 Assistant County Administrator

**II. FISCAL IMPACT ANALYSIS**

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

| Fiscal Years                                   | <u>2014</u>   | <u>2015</u> | <u>2016</u> | <u>2017</u> | <u>2018</u> |
|--|---------------|-------------|-------------|-------------|-------------|
| Capital Expenditures                           |               |             |             |             |             |
| Operating Costs                                | \$217,720     |             |             |             |             |
| External Revenues                              | (\$217,720)   |             |             |             |             |
| Program Income (County)                        |               |             |             |             |             |
| In-Kind Match (County)                         |               |             |             |             |             |
| <b>Net Fiscal Impact</b>                       | <b>\$ -0-</b> |             |             |             |             |
| <b># ADDITIONAL FTE POSITIONS (Cumulative)</b> |               |             |             |             |             |

Is Item Included In Current Budget? Yes  No

Budget Account Exp No: Fund 1438 Department 662 Unit 7358 Object Various  
 Rev No: Fund 1438 Department 662 Unit 7358 Source 3129

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

Grant: Urban Areas Security Initiative Grant 2012  
 Fund: Urban Areas Security Initiative Grant Fund  
 Unit: Urban Areas Security Initiative Grant 2012

Departmental Fiscal Review: Stephanie Depina 1/15/14

**III. REVIEW COMMENTS**

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

[Signature] 1/22/2014  
 OFMB  
 1/15/14  
 1/17/14  
 1/22/14

[Signature] 1/22/14  
 Contract Administration

**B. Legal Sufficiency:**

[Signature] 1/23/14  
 Assistant County Attorney

**C. Other Department Review:**

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

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

**MEMORANDUM OF AGREEMENT  
FOR PARTICIPATING MIAMI UASI GRANT 2012 AGENCY  
"Palm Beach County"**

This Agreement is entered into this 3<sup>rd</sup> day of January, 2014 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 \$5,239,265 dollars through the Urban Area Security Initiative (UASI) Grant Program 2012; and

WHEREAS, the Sponsoring Agency is the coordinating agent for the Miami UASI Grant Program 2012; 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 2012 and involve core cities, core counties, contiguous jurisdictions, mutual aid partners, and State agencies; and

WHEREAS, the 2012 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. 13-0328, adopted on 9-12-13, 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 2012 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 2012 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 2012. The UASI Grant Program 2012 reflects the intent of Congress and the Administration to enhance and quantify the preparedness of the nation to combat terrorism and continues 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 2012 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.
  
- 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. 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 2012 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 municipality, 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**

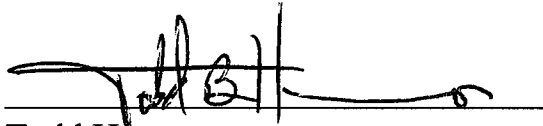
- A. **Financial and Compliance Audit Report:** Recipients that expend \$300,000 or more of Federal funds during their fiscal year are required to submit an organization-wide financial and compliance audit report. The audit must be performed in accordance with the U.S. General Accounting Office Government 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 2012 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 15 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

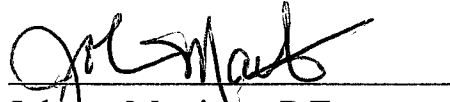
- A. The Participating Agency will not illegally discriminate against any employee or applicant for employment on the grounds of race, color, religion, sex, age, or national origin in fulfilling any and all obligations under this Agreement.
- B. Any provision of this Agreement later found to be in conflict 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 at the address furnished by the parties to one another to receive notices under this agreement or if no address is specified, to the address of the parties' signatory executing this contract.
- 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, by a written amendment duly approved and executed prior to April 30<sup>th</sup>, 2014, 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 applicable program requirements, laws and 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



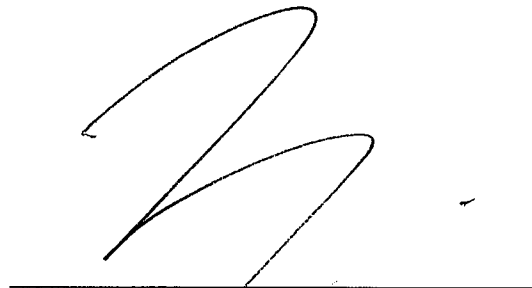
Todd Hannon  
City Clerk



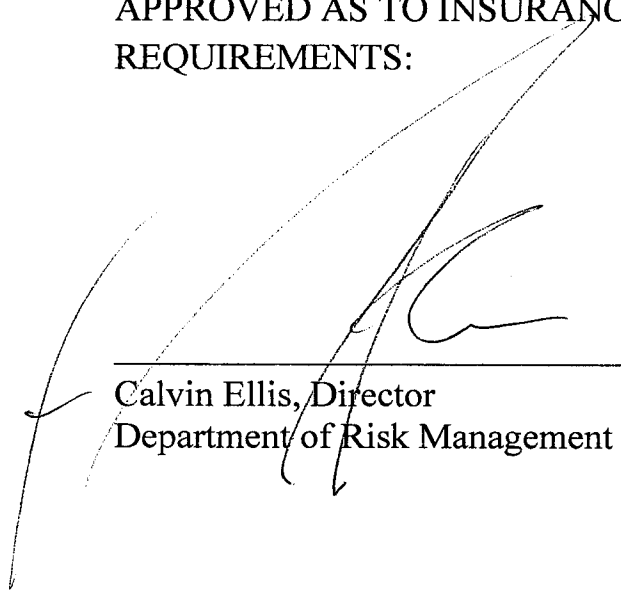
Johnny Martinez, P.E.  
City Manager

APPROVED AS TO FORM AND  
CORRECTNESS:

APPROVED AS TO INSURANCE  
REQUIREMENTS:



Victoria Méndez *ekw*  
City Attorney



Calvin Ellis, Director  
Department of Risk Management

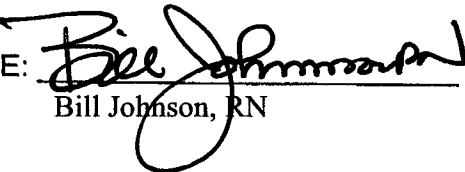
**PARTICIPATING AGENCY  
"Palm Beach County"**

ATTEST:

NAME:   
Vince Bonvento

TITLE: Director, Public Safety

APPROVED AS TO TERMS AND CONDITIONS

NAME:   
Bill Johnson, RN

TITLE: Director, Emergency Management

APPROVED AS TO FORM AND  
CORRECTNESS:

  
Participating Agency Attorney

# City of Miami

JOHNNY MARTINEZ  
City Manager

MAURICE L. KEMP  
Fire Chief



November 21<sup>st</sup>, 2013

William Weinschank  
Palm Beach County  
20 S Military Tr  
West Palm Beach, FL 33415

**RE: Palm Beach County Award - UASI 2012**

Dear Mr. Weinschank:

This letter serves as official notification of Palm Beach County's (PBC) UASI GY 2012 Award and Projects. PBC's UASI 2012 projects are as follows:

|           |   |             |
|-----------|---|-------------|
| #2012-009 | Dialogic Upgrade  | \$28,000.00 |
| #2012-015 | Database Upgrade  | \$81,639.72 |
| #2012-033 | Forensic Crime Lab (Boynton Beach)                              | \$11,951.00 |
| #2012-065 | Night Vision (Boynton Beach)                                    | \$12,317.76 |
| #2012-029 | Citizen Corps Partnership Drills (portion of entire project)    | \$15,000.00 |
| #2012-030 | Citizen Corp Regional CERT Training (portion of entire project) | \$31,400.00 |
| #2012-031 | Citizen Corp Symposium (portion of entire project)              | \$20,000.00 |
| #2012-017 | L956 - NIMS ICS AHIMT Liaison Officer                           | \$11,100.00 |


Please refer to the Funding Year of 2012 Miami UASI MOA (Agreement #14DS-C5-11-23-02-212) between the City of Miami and the Palm Beach County for more information and stipulations.

Please note the period of performance for the UASI 2012 Agreement shall expire June 30<sup>th</sup>, 2014. Per the MOA, all reimbursement packages shall be submitted no later than April 30<sup>th</sup>, 2014, along with the backup documentation. Please refer to the project title and its identification number. Requests for reimbursement submitted after April 30<sup>th</sup>, 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 the 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 via email at kjordahl@miamigov.com.

Sincerely,

*for*   
Joseph Zahralban, AFC  
Urban Area Security Initiative  
Program Manager

JZ/kj

DEPARTMENT OF FIRE-RESCUE/Administration  
444 S.W. 2<sup>nd</sup> Avenue / Miami, FL 33130 / (305) 416-5239

Attachment # 2

# City of Miami

JOHNNY MARTINEZ  
City Manager

MAURICE L. KFMP  
Fire Chief



November 27<sup>th</sup>, 2013

William Weinshank  
Palm Beach County  
20 S Military Tr  
West Palm Beach, FL 33415

**RE: Palm Beach County Award - UASI 2012**

Dear Mr. Weinshank:

This letter serves as official notification of Palm Beach County's (PBC) UASI GY 2012 Award and Projects. PBC's UASI 2012 projects are as follows:

|           |   |            |
|-----------|---|------------|
| #2012-017 | Regional Planning, Training, & Exercise | \$6,311.39 |
|-----------|---|------------|

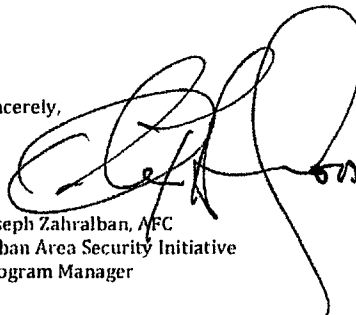
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If you have any questions, please do not hesitate to contact UASI Project Coordinator, Kristin Jordahl at (305) 416-5429 or via email at kjordahl@miamigov.com.

Sincerely,

*for* 

Joseph Zahralban, AFC  
Urban Area Security Initiative  
Program Manager

JZ/kj

DEPARTMENT OF FIRE-RESCUE/Administration  
444 S.W. 2<sup>nd</sup> Avenue / Miami, FL 33130 / (305) 416-5239

14-0333

BOARD OF COUNTY COMMISSIONERS  
 PALM BEACH COUNTY, FLORIDA  
 BUDGET AMENDMENT

BGEX - 662- 0109140000000000597  
 BGRV - 662- 0109140000000000193

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 1/9/2014 | REMAINING BALANCE |
|--------------------|---|-----------------|----------------|----------------|----------|-----------------|-------------------------------------|-------------------|
| <b>UASI 2012</b>   |   |                 |                |                |          |                 |                                     |                   |
| <u>Revenue</u>     |   |                 |                |                |          |                 |                                     |                   |
| 1438-662-7358-3129 | Fed Grnt Indirect-Public Safety             | 0               | 0              | 217,720        | 0        | 217,720         | 0                                   | 217,720           |
|                    | <b>Total Revenue and Balance</b>            | <b>0</b>        | <b>547,153</b> | <b>217,720</b> | <b>0</b> | <b>764,873</b>  | <b>0</b>                            | <b>764,873</b>    |
| <u>Expense</u>     |   |                 |                |                |          |                 |                                     |                   |
| 1438-662-7358-3421 | Contractual Service-Training                | 0               | 0              | 63,811         | 0        | 63,811          | 0                                   | 63,811            |
| 1438-662-7358-5121 | Data Processing Software/Accessories        | 0               | 0              | 109,640        | 0        | 109,640         | 0                                   | 109,640           |
| 1438-662-7358-8101 | Contributions Other Governmental Agency     | 0               | 0              | 24,269         | 0        | 24,269          | 0                                   | 24,269            |
| 1438-662-7358-8201 | Contributions Non-Governmental Agencies     | 0               | 0              | 20,000         | 0        | 20,000          | 0                                   | 20,000            |
|                    | <b>Total Appropriation and Expenditures</b> | <b>0</b>        | <b>547,153</b> | <b>217,720</b> | <b>0</b> | <b>764,873</b>  | <b>0</b>                            | <b>764,873</b>    |

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

|                          |                  |
|--------------------------|------------------|
| Signatures               | Date             |
| <u>Stephanie Seimela</u> | <u>1/15/14</u>   |
| <u>NB...</u>             | <u>1/22/2014</u> |

By Board of County Commissioners  
 At Meeting of 2/4/2014  
 Deputy Clerk to the  
 Board of County Commissioners

1/22/14

Attachment # 3