

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

**Meeting Date: June 4, 2019**       **Consent**       **Regular**  
 **Ordinance**       **Public Hearing**

**Department:**  
**Submitted By:** Palm Beach County Sheriff's Office  
**Submitted For:** Palm Beach County Sheriff's Office

**I. EXECUTIVE BRIEF**

**Motion and Title: Staff recommends motion to: A) Accept** on behalf of the Palm Beach County Sheriff's Office a Memorandum of Agreement with the City of Miami for a FY16 Program to Prepare Communities for Complex Coordinated Terror Attacks (CCTA) Grant Award in the amount of \$31,200, for the period of April 1, 2019 through September 30, 2019, and **B) Approve** a budget amendment of \$31,200 in the Sheriff's Grant Fund.

**Summary:** The FY 2016 CCTA grant program supports overtime costs for training and exercises within the County and the South Florida Region 7, to improve the region's ability to prepare for, prevent, and respond to complex coordinated terrorist attacks in collaboration with the whole community. The CCTA is a federally-funded homeland security grant program, pass-through the City of Miami. There is **no match requirement** associated with this award. Countywide (LDC)

**Background and Justification:**

The FY16 Program to Prepare Communities for Complex Coordinated Terror Attacks (CCTA) is intended to enhance and quantify the preparedness of the nation to combat terrorism and continues to address the unique planning, training and exercise needs of large high threat urban areas, and program activities must involve coordination by the identified core city, core county/counties, and Regional Domestic Security Task Force. The Catalog of Federal Domestic Assistance (CFDA) number is 97.133 and the contract number is EMW-2016-GR-00097-SO1.

**Attachments:**

- 1. Budget Amendment
- 2. Memorandum of Agreement CCTA FY 2016
- 3. 2019 City of Miami Award Letter

=====

RECOMMENDED BY: \_\_\_\_\_ DATE 5/2/19  
DEPARTMENT DIRECTOR

APPROVED BY: \_\_\_\_\_ DATE 5/22/19  
COUNTY ADMINISTRATOR

**II. FISCAL IMPACT ANALYSIS**

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

<b>Fiscal Years</b>	<b>2019</b>	<b>2020</b>	<b>2021</b>	<b>2022</b>	<b>2023</b>
Capital Expenditures	0				
Operating Costs	\$31,200				
External Revenues	(\$31,200)				
Program Income (County)					
In-Kind Match (County)					
 Net Fiscal Impact	 -0-				

# Additional FTE  
Positions  
(Cumulative)

Is Item Included in Current Budget: YES \_\_\_\_\_ NO X  
 Does this item include the use of federal funds: Yes \_\_\_\_\_ No X  
 Budget Account No.: Fund 1152 Agency 160 Org 2353 Object 3129

Reporting Category \_\_\_\_\_

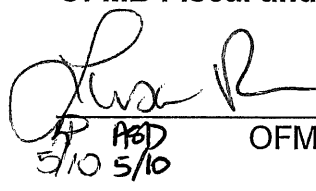
**B. Recommended Sources of Funds / Summary of Fiscal Impact:**

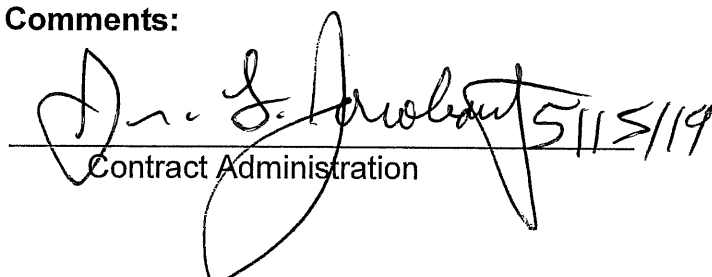
PBSO has been awarded funds through the City of Miami as the CCTA's fiscal agent. The award of \$31,200 will be used for a *regional exercise training*. There is no match requirement associated with this award.

2016 CCTA Grant Program	\$31,200
Total Program Budget	\$31,200

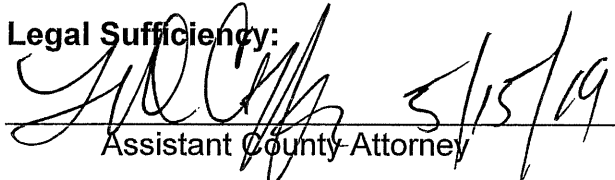
**III REVIEW COMMENTS**

**A. OFMB Fiscal and/or Contract Administration Comments:**

  
 5/14/19  
 OFMB  
 5/10 5/10

  
 5/15/19  
 Contract Administration

**B. Legal Sufficiency:**

  
 5/15/19  
 Assistant County Attorney

**C. Other Department Review:**

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

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

19-0719

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.

BGEX 051019-1390  
BGKV 051019-482

ACCT.NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	CURRENT BUDGET	INCREASE	DECREASE	ADJUSTED BUDGET	EXPENDED/ ENCUMBERED	REMAINING BALANCE
<b>Revenues</b>								
CCTA Grant Program 2016								
160-2353-3129	Federal Grant - Other Public Safety	0	0	31,200	0	31,200		
<b>TOTAL REVENUES</b>		<b>8,002,075</b>	<b>\$8,674,098</b>	<b>\$31,200</b>	<b>\$0</b>	<b>8,705,298</b>		
<b>Expenditures</b>								
CCTA Grant Program 2016								
160-2353-9498	Transfer to Sheriff's Fund 1902	0	0	31,200	0	31,200		
<b>TOTAL EXPENDITURES</b>		<b>8,002,075</b>	<b>\$8,674,098</b>	<b>\$31,200</b>	<b>\$0</b>	<b>8,705,298</b>		

Palm Beach County Sheriff's Office

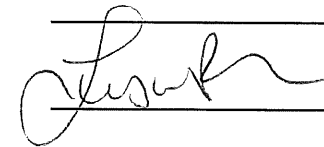
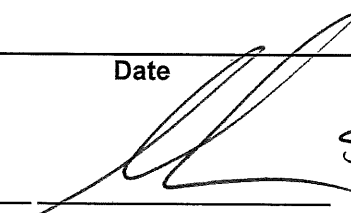
INITIATING DEPARTMENT/DIVISION

Administration/Budget Department Approval

OFMB Department - Posted

Signatures

Date

  5/2/19  
5/12/19

By Board of County Commissioners  
At Meeting of June 4, 2019

Deputy Clerk to the  
Board of County Commissioners

# City of Miami

EMILIO T. GONZALEZ, Ph.D.  
City Manager

JOSEPH F. ZAHRALBAN  
Fire Chief



April 9, 2019

Major Robert Allen  
Palm Beach County Sheriff's Office  
3228 Gun Club Road  
West Palm Beach, FL 33406

**Re: Palm Beach County Sheriff's Office Award Letter – CCTA 2016 GY**

Dear Major Allen:

This letter serves as official notification that Palm Beach County Sheriff's Office has been awarded funding for the following projects:

Grant Year	Line Item	Project Name	Amount
2016	PBSO-01	Overtime for PBSO – Manpower	\$15,000.00
2016	PBSO-02	Overtime for PBSO Plans and Logistics	\$ 9,000.00
2016	PBSO-03	Overtime for PBSO 5 Drivers	\$ 4,500.00
2016	PBSO-04	Overtime for PBSO Fusion	\$ 2,700.00

Please refer to the Funding Year of 2016 Miami CCTA MOA (Agreement #EMW-2016-GR-00097-S01) between the City of Miami and Palm Beach County Sheriff's Office for more information and stipulations.

The period of performance for the CCTA 2016 projects expire September 30, 2020, and the reimbursement packages are to be submitted no later than October 15, 2020.

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 these projects.

If you have any questions, please do not hesitate to contact UASI Program Manager, Andrea Becraft at (305) 416-5454 or via email at [abecraft@miamigov.com](mailto:abecraft@miamigov.com).

Sincerely,

A handwritten signature in black ink that reads "Andrea Becraft".

Pete Gomez, Assistant Fire Chief  
UASI Administrator  
Division of Emergency Management  
Department of Fire-Rescue

**MEMORANDUM OF AGREEMENT**  
**PROGRAM TO PREPARE COMMUNITIES FOR COMPLEX COORDINATED**  
**TERROR ATTACKS GRANT PROGRAM 2016**  
**"Palm Beach County Sheriff's Office"**

Grant Number: EMW-2016-GR-00097

Agreement Number: EMW-2016-GR-00097-S01

CFDA #: 97.133

This Agreement is entered into this 1 day of April, 2019, by and between the City of Miami, a municipal corporation of the State of Florida, (the "Sponsoring Agency") and 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 regional area in the amount \$723,260 dollars through the Preparing Communities for Complex Coordinated Terrorist Attacks (CCTA) Grant Program 2016; and

WHEREAS, the Sponsoring Agency is the coordinating agent for the Miami CCTA Grant Program 2016; and

WHEREAS, as the USDHS requires that the applicant selected for funding take a whole community approach to the development and implementation of the CCTA Grant Program 2016 and should aim to include individuals and communities, the private and nonprofit sectors, faith-based organizations, and all levels of government (local, regional/metropolitan, state, tribal, territorial, insular area, and Federal); and

WHEREAS, the 2016 CCTA Urban Area has been defined Miami and Ft. Lauderdale collectively and anticipates sub-granting a portion of the CCTA funds in accordance with the grant requirements; and

WHEREAS, the City Commission, by Resolution No. R-19-0038, adopted on January 24, 2019, 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 and the Southeast Regional Domestic Security Task Force (SERDSTF) to focus on developing regional partnerships intended to strengthen the capacity for building and sustaining capabilities specific to identifying gaps, planning, training, and exercising associated with preparing for, preventing, and responding to a complex coordinated terrorist attack.

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 CCTA Grant Program 2016 which was made available by the U.S. Department of Homeland Security.
- 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 CCTA Grant Program 2016 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 complex coordinated terror attacks.
- B. No provision in this Agreement limits the activities of the 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. **CCTA Grant Program 2016:** The CCTA Grant Program 2016 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 planning, training 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 Regional Domestic Security Task Force. Funding for the CCTA Grant Program 2016 was appropriated by U.S. Congress and is authorized by Section 102(b)(2) of the Homeland Security Act of 2002, as amended (Pub. L. No. 107- 296) and Section 543 of the Department of Homeland Security Appropriations Act, 2016 (Pub. L. No. 114-113). The funding will provide assistance to improve the region's ability to prepare for, prevent, and respond to complex coordinated terrorist attacks in collaboration with the whole community.
- 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.

**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 and with USDHS.
- C. Conducting a comprehensive Regional Gap Analysis, which will in turn guide the development of the regionwide full scale exercise.
- D. Ensuring the participation of the following critical players in the assessment 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. Complying with the requirements or statutory objectives of federal law as stipulated in "Exhibit #1".
- F. Ensuring satisfactory progress toward the goals or objectives stipulated in "Exhibit #1".
- G. Following grant agreement requirements and/or special conditions as stipulated in "Exhibit #1".
- H. 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 as stipulated in "Exhibit #1".
- C. Submitting quarterly reports to the City of Miami detailing the progress of projects to include direct purchases of equipment or services as stipulated in "Exhibit #1".

- D. Complying with all CCTA Grant Program 2016 requirements as stipulated in "Exhibit #1".
- E. Participating as a member of the CCTA Grant Program to include coordinating with and assisting the City of Miami in conducting a comprehensive Regionwide Gap Analysis, which in turn will guide development of the Regionwide Full Scale Exercise.
- F. Ensuring the participation of the following critical players in the gap analysis 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 Regionwide Gap Analysis.
- H. Complying with the requirements or statutory objectives of federal law as stipulated in "Exhibit #1".
- I. Ensuring satisfactory progress toward the goals or objectives as stipulated in "Exhibit #1".
- J. Submitting required reports as prescribed by the Sponsoring Agency as stipulated in "Exhibit #1".

**VI. THE SPONSORING AGENCY AND THE PARTICIPATING AGENCY AGREE:**

- A. That funding acquired and identified for the CCTA Grant Program 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 USDHS as stipulated in "Exhibit 1".
- C. The Sponsoring Agency is not responsible for personnel salaries, benefits, workers compensation or time related issues of the Participating Agency personnel.
- D. The 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 2 CFR 200.
- 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 CCTA Grant Program 2016 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 14 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 as stipulated in "Exhibit 1".
- 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 as identified in "Exhibit 2".

#### **VIII. CONDITIONS, AMENDMENTS, AND TERMINATION**

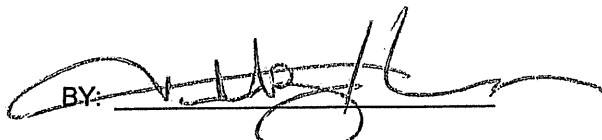
- A. The Participating Agency will not illegally discriminate against any employee or applicant for employment on the grounds of race, color, religion, sex, age, or national origin in fulfilling any and all obligations under this Agreement.
- B. Any provision of this Agreement later found to be in conflict 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.

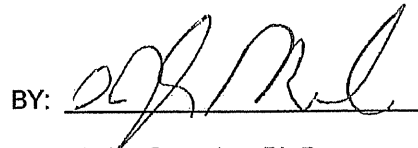
- C. This Agreement may be terminated by either party on thirty (30) days written notice to the other party at the address furnished by the parties to one another to receive notices under this agreement or if no address is specified, to the address of the parties' signatory executing this contract.
- 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 **September 30, 2019**, unless otherwise extended, by a written amendment duly approved and executed prior to September 30, 2019, 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**

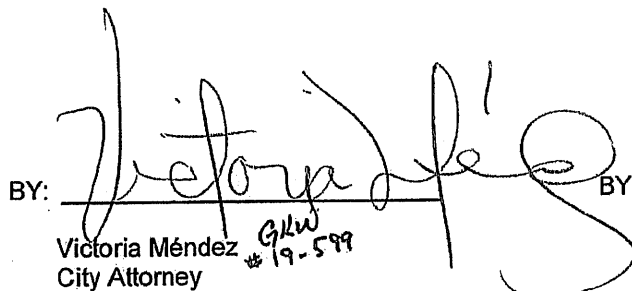
THE CITY OF MIAMI, a municipal Corporation of the State of Florida

ATTEST:

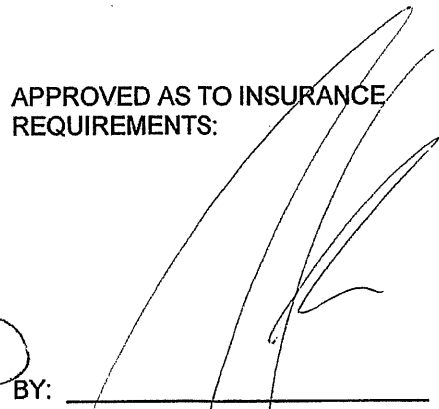
BY:   
 Todd B. Hannon  
 City Clerk

BY:   
 Emilio Gonzalez, Ph.D.  
 City Manager

APPROVED AS TO FORM AND CORRECTNESS:

BY:   
 Victoria Méndez <sup>GLW</sup>  
 City Attorney # 19-599

APPROVED AS TO INSURANCE REQUIREMENTS:

BY:   
 Ann-Marie Sharpe, Director  
 Department of Risk Management

**PARTICIPATING AGENCY**

**"Palm Beach County Sheriff's Office"**

ATTEST:

Col. David H. Allen

Name:

Colonel

Title:

BY: [Signature]

NAME: Ric L. Bradshaw

TITLE: Sheriff

FID #: 59-6000789

DUNS: 18-280-9921

APPROVED AS TO FORM AND  
CORRECTNESS:

[Signature] # 7004

Participating Agency Attorney



## **AGENDA ITEM SUMMARY FORM**

File ID: #5247

Date: 12/19/2018

Requesting Department: Department of Fire-Rescue

Commission Meeting Date: 01/24/2019

Sponsored By:

District Impacted: All

Type: Resolution

Subject: Establish Grant Program - Complex Coordinated Terrorist Attacks

### **Purpose of Item:**

Resolution to establish Grant Program 2016 Memoranda of Agreements ("MOA's") to Prepare Communities for Complex Coordinated Terrorist Attacks.

### **Background of Item:**

The United States Department of Homeland Security ("USDHS"), is providing financial assistance to the South East Florida regional area in the amount of \$723,260.00 dollars through the Preparing Communities for Complex Coordinated Terrorist Attacks ("CCTA") Grant Program 2016.

The Sponsoring Agency is the coordinating agent for the Miami CCTA Grant Program 2016.

The Sponsoring Agency wishes to work with the Participating Agencies and the Southeast Regional Domestic Security Task Force ("SERDSTF") to focus on developing regional partnerships intended to strengthen the capacity for building and sustaining capabilities specific to identifying gaps, planning, training, and exercising associated with preparing for, preventing, and responding to a complex coordinated terrorist attack.

In addition, the City Commission authorizes the City Manager to execute Memoranda of Agreements ("MOA's") with contiguous partners Broward Sheriff's Office, the City of Aventura, the City of Boca Raton, the City of Boynton Beach, the City of Coral Gables, the City of Coral Springs, the City of Delray Beach, the City of Doral, the City of Fort Lauderdale, the City of Hialeah, the City of Hollywood, the City of Miami Beach, the City of Miami Springs, the City of North Miami Beach, the City of Palm Beach Gardens, the City of Pembroke Pines, the City of Riviera Beach, the City of Sunrise, Florida International University, Miami-Dade County, Monroe County, Palm Beach County Fire, Palm Beach County Sheriff's Office, the Town of Davie and the Town of Medley, setting forth the parties' responsibilities in connection with the development and support of the CCTA Grant Program FY 2016 which is administered by the City of Miami Department of Fire-Rescue.

### **Budget Impact Analysis**

Item is Related to Revenue

Item is NOT funded by Bonds

**Total Fiscal Impact:**

**\$ 723,260.00**

**Special Revenue Account No. 11000.189000.431000.0000.00000**

**Reviewed By**

Department of Fire-Rescue	Ty McGann	Fire Department Review	Completed	12/20/2018 8:11 AM
Department of Fire-Rescue	Johnny Duran	Fire Budget Review	Completed	12/20/2018 8:26 AM
Department of Fire-Rescue	Eloy Garcia	Fire Chief Review	Completed	12/20/2018 8:36 AM
Office of Management and Budget	Pedro Lacroet	Budget Analyst Review	Completed	12/28/2018 9:06 AM
Office of Management and Budget	Christopher M Rose	Budget Review	Completed	12/28/2018 10:18 AM
Legislative Division	Valentin J Alvarez	Legislative Division Review	Completed	12/31/2018 8:14 AM
City Manager's Office	Nikolas Pascual	City Manager Review	Completed	12/31/2018 10:04 AM
Office of the City Attorney	Juan Carlos Perez	ACA Review	Completed	01/09/2019 5:07 PM
Office of the City Attorney	Valentin J Alvarez	Deputy City Attorney Review	Skipped	01/14/2019 5:05 PM
Office of the City Attorney	Victoria Méndez	Approved Form and Correctness	Completed	01/14/2019 6:40 PM
City Commission	Maricarmen Lopez	Meeting	Completed	01/24/2019 9:00 AM
Office of the Mayor	Mayor's Office	Signed by the Mayor	Completed	02/04/2019 4:52 PM
Office of the City Clerk	City Clerk's Office	Signed and Attested by the City Clerk	Completed	02/04/2019 5:31 PM
Office of the City Clerk	City Clerk's Office	Rendered	Completed	02/04/2019 5:31 PM



**City of Miami**  
**Legislation**  
**Resolution**

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

**Enactment Number: R-19-0038**

**File Number: 5247**

**Final Action Date: 1/24/2019**

A RESOLUTION OF THE MIAMI CITY COMMISSION, WITH ATTACHMENT(S), AUTHORIZING THE CITY MANAGER TO EXECUTE MEMORANDA OF AGREEMENT ("MOA"), IN SUBSTANTIALLY THE ATTACHED FORM, WITH PARTICIPATING AGENCIES TO EFFECTUATE THE APPORTIONING OF GRANT FUNDS PREVIOUSLY RECEIVED FROM THE DEPARTMENT OF HOMELAND SECURITY ("DHS"), FEDERAL EMERGENCY MANAGEMENT AGENCY ("FEMA"), AND ALLOCATED VIA RESOLUTION NO. 17-0494, ADOPTED ON OCTOBER 26, 2017, TO SPECIAL REVENUE PROJECT "FISCAL YEAR 2016 – PROGRAM TO PREPARE COMMUNITIES FOR COMPLEX COORDINATED TERRORIST ATTACKS," TO BE USED BY THE DEPARTMENT OF FIRE-RESCUE AND THE SOUTHEAST FLORIDA REGION, TO ENHANCE AND SUSTAIN THE REGIONAL PREPAREDNESS FOR COMPLEX COORDINATED TERRORIST ATTACKS.

WHEREAS, pursuant to Resolution No. 17-0494, adopted on October 26, 2017, the City of Miami ("City") accepted a grant in an amount not to exceed \$723,260.00 from the Department of Homeland Security ("DHS"), Federal Emergency Management Agency ("FEMA"); and

WHEREAS, pursuant to grant stipulations, said funds are to be utilized by the Department of Fire-Rescue ("Fire-Rescue") and the Southeast Florida Region to enhance and sustain the regional preparedness for complex coordinated terrorist attacks through planning, training, exercising, and the identification of potential gaps; and

WHEREAS, as the Sponsoring Agency, the City wishes to develop partnerships with the Participating Agencies, as listed in Appendix "A," by entering into Memoranda of Agreement ("MOA") with those agencies; and

WHEREAS, it is appropriate for the City Commission to authorize the City Manager to execute an MOA with various Participating Agencies, in substantially the attached form, for the purpose of clearly defining the roles and responsibilities of all parties;

**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 City Manager is authorized<sup>1</sup> to execute MOAs, in substantially the attached form, with Participating Agencies to effectuate the apportioning of grant funds previously received from FEMA, and allocated via Resolution No. 17-0494, adopted on October 26, 2017, to Special Revenue Project "Fiscal year 2016 – Program to Prepare Communities for Complex Coordinated Terrorist Attacks," to be used by the Fire-Rescue and the Southeast

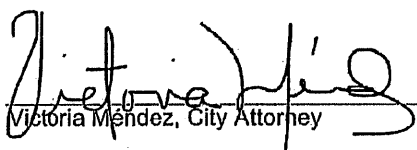
<sup>1</sup> The herein authorization is further subject to compliance with all requirements that may be imposed by the City Attorney, including but not limited to, those prescribed by applicable City Charter and City Code provisions.

Florida Region to enhance, and sustain the regional preparedness for complex coordinated terrorist attacks.

Section 3. The City Manager is further authorized<sup>1</sup> to negotiate and execute any necessary documents, in a form acceptable to the City Attorney, for the administration of, and compliance with, said grant.

Section 4. This Resolution shall become effective immediately upon its adoption and signature of the Mayor.<sup>2</sup>

APPROVED AS TO FORM AND CORRECTNESS:

  
Victoria Méndez, City Attorney 1/14/2019

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<sup>2</sup> If the Mayor does not sign this Resolution, it shall become effective at the end of ten (10) 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.