RESOLUTION NO. 2014-48

RESOLUTION OF THE MAYOR AND THE CITY COUNCIL OF THE CITY OF HIALEAH, FLORIDA AUTHORIZING THE MAYOR AND THE CITY CLERK, AS ATTESTING WITNESS, ON BEHALF OF THE CITY, TO ENTER INTO THE INTERLOCAL AGREEMENT FOR JOINT COMPLETION OF AN URBAN AREAS SECURITY INITIATIVE PROGRAM WITH THE CITY OF MIAMI ENDING ON MAY 31, 2015, WHICH PROVIDES THE FUNDING FOR THE 2013 GRANT YEAR.

WHEREAS, the United States Department of Homeland Security, Office for Domestic Preparedness (DHS/ODP) has analyzed high-risk areas across the country and targeted 30 specific areas, including Miami/Miami-Dade County, to receive financial assistance for the Urban Areas Security Initiative (UASI); and

WHEREAS, the UASI program addresses the unique equipment, training, planning and organizational needs of large, high threat urban areas. The funding, through the State of Florida Department of Community Affairs, Division of Emergency Management, provides assistance to build enhanced and sustainable capacity to prevent, respond to, and recover from threats or acts of terrorism; and

WHEREAS, the State of Florida Department of Community Affairs and the City of Miami entered into a federal funded subgrant, Contract Number 04DS-IS-11-23-02-199, for the period of July 1, 2003 to June 30, 2005; and

WHEREAS, pursuant to Hialeah, Fla., Resolution 04-84 (Aug. 30, 2004), the City of Hialeah entered into an Interlocal Agreement for Joint Completion of an Urban Areas Security Initiative Program through December 31, 2005; and

WHEREAS, the United States Department of Homeland Security, Office of Domestic Preparedness has extended the program to August 15, 2006 and pursuant to Hialeah, Fla., Resolution 06-69 (May 25, 2006) extended the Interlocal Agreement with Miami-Dade County as the sponsoring agency from January 1, 2006 through August 15, 2006; and

WHEREAS, the City of Miami has replaced Miami-Dade County as the sponsoring agency for the regional metropolitan area approach for the UASI Grant Program; and

WHEREAS, pursuant to Hialeah, Fla., Resolution 07-10 (Jan. 25, 2007), the City of Hialeah entered into the Interlocal Agreement with the City of Miami from July 1, 2006 through January 31, 2008; and

WHEREAS, pursuant to Hialeah, Fla., Resolution 08-122 (Sept. 27, 2008), the City of Hialeah entered into the Interlocal Agreement with the City of Miami through April 30, 2010; and

WHEREAS, pursuant to Hialeah, Fla., Resolution 10-11 (Jan. 28, 2010), the City of Hialeah entered into the Interlocal Agreement with the City of Miami through May 31, 2011, which included funding for the 2008 Grant Year; and

WHEREAS, pursuant to Hialeah, Fla., Resolution 14-01 (Jan.15, 2014), the City of Hialeah entered into the Interlocal Agreement and the City of Miami for funding in the 2012 grant year; and

WHEREAS, the City of Hialeah and its residents find that it is in their best interest to enter into the Interlocal Agreement for Joint Completion of an Urban Areas Security Initiative Program with the City of Miami for a 12-month grant cycle ending on May 31, 2015 so that the City may be reimbursed for the purchase of specialized equipment to enhance its security capacity for funding the 2013 grant year.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND THE CITY COUNCIL OF THE CITY OF HIALEAH, FLORIDA, THAT:

Section 1: The foregoing facts and recitations contained in the preamble to this resolution are hereby adopted and incorporated by reference as if fully set forth herein.

Section 2: The City of Hialeah, Florida authorizing the Mayor and the City Clerk, at attesting witness, on behalf of the City, to enter into the Interlocal Agreement for Joint Completion of an Urban Areas Security Initiative Program with the City of Miami ending on May 31, 2015, which provides the funding for the 2013 grant year.

PASSED AND ADOPTED this 08 day of April, 2014

Isis Garcia-Martinez
Council President

Attest:

Approved on this 16 day of April, 2014

Marbelys Fatjo, Acting City Clerk

Mayor Carlos Hernandez

Approved as to form and legal sufficiency:

William M. Grodnick, City Attorney

Resolution was adopted by a (7-0) unanimous vote with Councilmembers, Caragol, Casals-Muñoz, Cue-Fuente, Garcia-Martinez, Gonzalez, Hernandez and Lozano voting "Yes".

ITEM # F

APR 0 8 2014

CITY OF HIALEAH
CITY ATTORNEY'S OFFICE
MEMORANDUM

To: Mike Anchia, Acting Fire Chief

From: William M. Grodnick, City Attorney WMG

Date: February 13, 2014

Subject: Urban Area Security Initiative 2013-Memorandum of Agreement
Federally-Funded Subgrant Agreement
K-2014-013

4	3	2	1	
				a. The above-referenced agreement/contract has received initial Law Department approval subject to the following:
				b. Subject to revisions and/or corrections as noted on attached copy.
			✓	c. Proper execution by the parties:
				If a Corporation: ☐Corporate resolution and Corporate SEAL ☑Signature by authorized Corporate Officer, attested to by Corporate Secretary with Corporate SEAL affixed thereto
				If not a Corporation: ☐Signature of contracting party ☐Signature of two (2) individual witnesses
			✓	d. Copy of authorization by Mayor and/or City Council Place resolution on City Council agenda for Council approval
				e. Review and approval by the Risk Manager
				f. Final review and approval by the City Attorney.
				g. Attachment of all the necessary exhibits (i.e., those exhibits referred to within the agreement/contract).
			✓	h. All original documents are being returned to you herewith.
				i. Return a copy of this cover memorandum with your revisions and/or attachments.
			✓	j. The above-referenced agreement/contract has been executed as to legal sufficiency and legal form.
			✓	k. Obtain the Mayor's signature (must be attested to by City Clerk, with the City SEAL affixed. after resolution is signed
			✓	l. The City Clerk must retain one original document for City records.
			✓	m. A fully executed copy of the signature page must be returned to the City Attorney's Office, with the above-referenced K# reflected thereon.

1. Received by Law Dept. on 2/12. Sent to Fire on 2/13/14
2. Sent from _____ on _____ Received by Law Dept. on _____
   Sent to _____ on _____ Received by _____ on _____
3. Sent from _____ on _____ Received by Law Dept. on _____
   Sent to _____ on _____ Received by _____ on _____
4. Sent from _____ on _____ Received by Law Dept. on _____
   Sent to _____ on _____ Received by _____ on _____

(s:/bac/forms/Master Contract Form.doc)

MEMORANDUM OF AGREEMENT

FOR PARTICIPATING MIAMI UASI GRANT 2013 AGENCY

"_____"

This Agreement is entered into this 31 day of March, 2014, by and between the City of Miami, a municipal corporation of the State of Florida, (the "Sponsoring Agency") and _____, (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 $5,225,000 dollars through the Urban Area Security Initiative (UASI) Grant Program 2013; and

WHEREAS, the Sponsoring Agency is the coordinating agent for the Miami UASI Grant Program 2013; 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 2013 and involve core cities, core counties, contiguous jurisdictions, mutual aid partners, and State agencies; and

WHEREAS, the 2013 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. _____, adopted on _____, 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 2013 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 2013 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 2013. The UASI Grant Program 2013 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 2013 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.

PARTICIPATING AGENCY

" City of Hialeah "

ATTEST:

Name: Marbelys Fatjo

Acting City Clerk

Title:

BY:

NAME: Carlos Hernandez

TITLE: Mayor

APPROVED AS TO FORM AND CORRECTNESS:

Participating Agency Attorney

City of Miami

JOHNNY MARTINEZ
City Manager

MAURICE L. KEMP
Fire Chief

February 5th, 2014

Miguel Anchia, Fire Chief
City of Hialeah Fire Department
83 East 5th Street
Hialeah, FL 33010

RE: Urban Area Security Initiative 2013 - Memorandum of Agreement

Chief Anchia:

Please find attached two copies of the Memorandum of Agreement for the 2013 Urban Area Security Initiative (UASI) grant. The UASI 2013 Agreement itself is currently being executed at the Florida Department of Emergency Management (FDEM) and the completed document will be forwarded to your department.

Please process the included MOAs for signature and return for final execution.

The City of Miami looks forward to coordinating with your department in securing initiatives to meet the safety needs of our South Florida Region.

Should you have any questions concerning this document or require information regarding reimbursements, please contact me at (305) 416-5429 or via email kjordahl@miamigov.com.

Sincerely,

Kristin M. Jordahl
Project Coordinator

/kj

DEPARTMENT OF FIRE-RESCUE/Division of Emergency Management
444 S.W. 2nd Avenue / Miami, Fl 33136 / (305) 416-5439

Contract Number: 14-DS-L2-11-23-02-_____
CFDA Number 97.067

FEDERALLY-FUNDED SUBGRANT AGREEMENT

THIS AGREEMENT is entered into by the State of Florida, Division of Emergency Management, with headquarters in Tallahassee, Florida (hereinafter referred to as the "Division"), and City of Miami, (hereinafter referred to as the "Recipient").

THIS AGREEMENT IS ENTERED INTO BASED ON THE FOLLOWING REPRESENTATIONS:

A. The Recipient represents that it is fully qualified and eligible to receive these grant funds to provide the services identified herein; and

B. The Division has the authority to subgrant these funds to the Recipient upon the terms and conditions below; and

C. The Division has statutory authority to disburse the funds under this Agreement.

THEREFORE, the Division and the Recipient agree to the following:

(1) SCOPE OF WORK.

The Recipient shall perform the work in accordance with the Program Budget and Scope of Work, Attachment A and B of this Agreement.

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

The Recipient and the Division shall be governed by applicable State and Federal laws, rules and regulations, including those identified in Attachment D.

(3) PERIOD OF AGREEMENT.

This Agreement shall begin upon execution by both parties and shall end **May 31, 2015**, unless terminated earlier in accordance with the provisions of Paragraph (12) of this Agreement.

(4) MODIFICATION OF CONTRACT

Either party may request modification of the provisions of this Agreement. Changes which are agreed upon shall be valid only when in writing, signed by each of the parties, and attached to the original of this Agreement.

(5) RECORDKEEPING

(a) As applicable, Recipient's performance under this Agreement shall be subject to the Federal OMB Circular No. A-102, "Common Rule: Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments" (53 Federal Register 8034) or OMB Circular No. A-110, "Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals, and Other Nonprofit Organizations," and either OMB Circular No. A-87, "Cost

Principles for State, Local and Indian Tribal Governments," OMB Circular No. A-21, "Cost Principles for Educational Institutions," or OMB Circular No. A-122, "Cost Principles for Non-profit Organizations."

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

1. If any litigation, claim or audit is started before the five year period expires, and extends beyond the five year period, the records shall be retained until all litigation, claims or audit findings involving the records have been resolved.

2. Records for the disposition of non-expendable personal property valued at $5,000 or more at the time it is acquired shall be retained for five years after final disposition.

3. Records relating to real property acquired shall be retained for five years after the closing on the transfer of title.

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

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

(6) <u>AUDIT REQUIREMENTS</u>

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

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

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

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

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

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

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

Division of Emergency Management
Office of Inspector General
2555 Shumard Oak Boulevard
Tallahassee, Florida 32399-2100

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

http://harvester.census.gov/fac/collect/ddeindex.html

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

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

Division of Emergency Management
Office of Inspector General
2555 Shumard Oak Boulevard
Tallahassee, Florida 32399-2100

(g) By the date due, send any reports, management letter, or other information required to be submitted to the Division pursuant to this Agreement in accordance with OMB Circular A-133, Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.

(h) Recipients should state the date that the reporting package was delivered to the Recipient when submitting financial reporting packages to the Division for audits done in accordance with OMB Circular A-133 or Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General,

(i) If the audit shows that all or any portion of the funds disbursed were not spent in accordance with the conditions of this Agreement, the Recipient shall be held liable for reimbursement to the Division of all funds not spent in accordance with these applicable regulations and Agreement provisions within thirty days after the Division has notified the Recipient of such non-compliance.

(j) The Recipient shall have all audits completed by an independent certified public accountant (IPA), either a certified public accountant or a public accountant licensed under Chapter 473, Fla. Stat. The IPA shall state that the audit complied with the applicable provisions noted above. The audit must be received by the Division no later than nine months from the end of the Recipient's fiscal year.

(7) REPORTS

(a) The Recipient shall provide the Division with quarterly reports and a close-out report. These reports shall include the current status and progress by the Recipient and all subrecipients and subcontractors in completing the work described in the Scope of Work and the expenditure of funds under this Agreement, in addition to any other information requested by the Division.

(b) Quarterly reports are due to the Division no later than 30 days after the end of each quarter of the program year and shall be sent each quarter until submission of the administrative close-out report. The ending dates for each quarter of the program year are March 31, June 30, September 30 and December 31.

(c) The close-out report is due 45 days after termination of this Agreement or 45 days after completion of the activities contained in this Agreement, whichever first occurs.

(d) If all required reports and copies are not sent to the Division or are not completed in a manner acceptable to the Division, the Division may withhold further payments until they are completed or may take other action as stated in Paragraphs (10), (11) and (12) of this Agreement, "Acceptable to the Division" means that the work product was completed in accordance with the Budget and Scope of Work.

(e) The Recipient shall provide additional program updates or information that may be required by the Division.

(f) The Recipient shall provide additional reports as requested by the Division.

(8) MONITORING.

The Recipient shall monitor its performance under this Agreement, as well as that of its subcontractors and/or consultants who are paid from funds provided under this Agreement, to ensure that time schedules are being met, the Schedule of Deliverables and Scope of Work are being accomplished within the specified time periods, and other performance goals are being achieved. A review shall be done for each function or activity in Attachment A and B to this Agreement, and reported in the quarterly financial report.

In addition to reviews of audits conducted in accordance with paragraph (6) above, monitoring procedures may include, but not be limited to, on-site visits by Division staff, limited scope audits, and/or other procedures. The Recipient agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the Division. In the event that the Division determines that a limited scope audit of the Recipient is appropriate, the Recipient agrees to comply with any additional instructions provided by the Division to the Recipient regarding such audit. The Recipient further agrees to comply and cooperate with any inspections, reviews, investigations or audits deemed necessary by the Florida Chief Financial Officer or Auditor General. In addition, the Division will monitor the performance and financial management by the Recipient throughout the contract term to ensure timely completion of all tasks.

(9) LIABILITY

(a) Unless Recipient is a State agency or subdivision, as defined in Section 768.28, Fla. Stat., the Recipient is solely responsible to parties it deals with in carrying out the terms of this Agreement, and shall hold the Division harmless against all claims of whatever nature by third parties arising from the work performance under this Agreement. For purposes of this Agreement, Recipient agrees that it is not an employee or agent of the Division, but is an independent contractor.

(b) Any Recipient which is a state agency or subdivision, as defined in Section 768.28, Fla. Stat., agrees to be fully responsible for its negligent or tortious acts or omissions which result in claims or suits against the Division, and agrees to be liable for any damages proximately caused by the acts or omissions to the extent set forth in Section 768.28, Fla. Stat. Nothing herein is intended to serve as a waiver of sovereign immunity by any Recipient to which sovereign immunity applies. Nothing herein shall be construed as consent by a state agency or subdivision of the State of Florida to be sued by third parties in any matter arising out of any contract.

(10) DEFAULT.

If any of the following events occur ("Events of Default"), all obligations on the part of the Division to make further payment of funds shall, if the Division elects, terminate and the Division has the option to exercise any of its remedies set forth in Paragraph (11). However, the Division may make payments or partial payments after any Events of Default without waiving the right to exercise such remedies, and without becoming liable to make any further payment:

(a) If any warranty or representation made by the Recipient in this Agreement or any previous agreement with the Division is or becomes false or misleading in any respect, or if the Recipient fails to keep or perform any of the obligations, terms or covenants in this Agreement or any previous agreement with the Division and has not cured them in timely fashion, or is unable or unwilling to meet its obligations under this Agreement;

(b) If material adverse changes occur in the financial condition of the Recipient at any time during the term of this Agreement and the Recipient fails to cure this adverse change within thirty days from the date written notice is sent by the Division.

(c) If any reports required by this Agreement have not been submitted to the Division or have been submitted with incorrect, incomplete or insufficient information;

(d) If the Recipient has failed to perform and complete on time any of its obligations under this Agreement.

(11) REMEDIES.

If an Event of Default occurs, then the Division shall, after thirty calendar days written notice to the Recipient and upon the Recipient's failure to cure within those thirty days, exercise any one or more of the following remedies, either concurrently or consecutively:

(a) Terminate this Agreement, provided that the Recipient is given at least thirty days prior written notice of the termination. The notice shall be effective when placed in the United States, first class mail, postage prepaid, by registered or certified mail-return receipt requested, to the address in paragraph (13) herein;

(b) Begin an appropriate legal or equitable action to enforce performance of this Agreement;

(c) Withhold or suspend payment of all or any part of a request for payment;

(d) Require that the Recipient refund to the Division any monies used for ineligible purposes under the laws, rules and regulations governing the use of these funds.

(e) Exercise any corrective or remedial actions, to include but not be limited to:

1. Request additional information from the Recipient to determine the reasons for or the extent of non-compliance or lack of performance,

2. Issue a written warning to advise that more serious measures may be taken if the situation is not corrected,

3. Advise the Recipient to suspend, discontinue or refrain from incurring costs for any activities in question or

4. Require the Recipient to reimburse the Division for the amount of costs incurred for any items determined to be ineligible;

(f) Exercise any other rights or remedies which may be available under law.

(g) Pursuing any of the above remedies will not stop the Division from pursuing any other remedies in this Agreement or provided at law or in equity. If the Division waives any right or remedy in this Agreement or fails to insist on strict performance by the Recipient, it will not affect, extend or waive any other right or remedy of the Division, or affect the later exercise of the same right or remedy by the Division for any other default by the Recipient.

(12) TERMINATION.

(a) The Division may terminate this Agreement for cause after thirty days written notice. Cause can include misuse of funds, fraud, lack of compliance with applicable rules, laws and regulations, failure to perform on time, and refusal by the Recipient to permit public access to any document, paper, letter, or other material subject to disclosure under Chapter 119, Fla. Stat., as amended.

(b) The Division may terminate this Agreement for convenience or when it determines, in its sole discretion, that continuing the Agreement would not produce beneficial results in line with the further expenditure of funds, by providing the Recipient with thirty calendar days prior written notice.

(c) The parties may agree to terminate this Agreement for their mutual convenience through a written amendment of this Agreement. The amendment will state the effective date of the termination and the procedures for proper closeout of the Agreement.

(d) In the event that this Agreement is terminated, the Recipient will not incur new obligations for the terminated portion of the Agreement after the Recipient has received the notification of termination. The Recipient will cancel as many outstanding obligations as possible. Costs incurred after receipt of the termination notice will be disallowed. The Recipient shall not be relieved of liability to the Division because of any breach of Agreement by the Recipient. The Division may, to the extent authorized by law, withhold payments to the Recipient for the purpose of set-off until the exact amount of damages due the Division from the Recipient is determined.

(13) NOTICE AND CONTACT.

(a) All notices provided under or pursuant to this Agreement shall be in writing, either by hand delivery, or first class, certified mail, return receipt requested, to the representative named below, at the address below, and this notification attached to the original of this Agreement.

(b) The name and address of the Division contract manager for this Agreement is:

Alonzo Joseph
2555 Shumard Oak Blvd.
Tallahassee, FL 32399-2100
Telephone: 850-488-3133
Fax: 850-922-8689
Email:Alonzo.Joseph@em.myflorida.com

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

Joseph Zahralban
444 SW 2nd Avenue
Miami, FL 33130
Telephone: 305-416-5439
Fax: 305-569-407
Email: jzahralban@miamigov.com

(d) In the event that different representatives or addresses are designated by either party after execution of this Agreement, notice of the name, title and address of the new representative will be provided as outlined in (13)(a) above.

(14) SUBCONTRACTS

If the Recipient subcontracts any of the work required under this Agreement, a copy of the unsigned subcontract must be forwarded to the Division for review and approval before it is executed by the Recipient. The Recipient agrees to include in the subcontract that (i) the subcontractor is bound by the terms of this Agreement, (ii) the subcontractor is bound by all applicable state and federal laws and regulations, and (iii) the subcontractor shall hold the Division and Recipient harmless against all claims of whatever nature arising out of the subcontractor's performance of work under this Agreement, to the extent allowed and required by law. The Recipient shall document in the quarterly report the subcontractor's progress in performing its work under this Agreement.

For each subcontract, the Recipient shall provide a written statement to the Division as to whether that subcontractor is a minority business enterprise, as defined in Section 288.703, Fla. Stat.

(15) TERMS AND CONDITIONS

This Agreement contains all the terms and conditions agreed upon by the parties.

(16) ATTACHMENTS

(a) All attachments to this Agreement are incorporated as if set out fully.

(b) In the event of any inconsistencies or conflict between the language of this Agreement and the attachments, the language of the attachments shall control, but only to the extent of the conflict or inconsistency.

(c) This Agreement has the following attachments:

Exhibit 1 - Funding Sources

Attachment A – Budget

Attachment B – Scope of Work

Attachment C - Deliverables

Attachment D – Program Statutes and Regulations

Attachment E – Justification of Advance Payment

Attachment F – Warranties and Representations

Attachment G – Certification Regarding Debarment

Attachment H – Statement of Assurances

Attachment I – Reimbursement Checklist

(17) FUNDING/CONSIDERATION

(a) This is a cost-reimbursement Agreement. The Recipient shall be reimbursed for costs incurred in the satisfactory performance of work hereunder in an amount not to exceed **$5,225,000.00**, subject to the availability of funds.

(b) Any advance payment under this Agreement is subject to Section 216.181(16), Fla.Stat., and is contingent upon the Recipient's acceptance of the rights of the Division under Paragraph (12)(b) of this Agreement. The amount which may be advanced may not exceed the expected cash needs of the Recipient within the first three (3) months of the contract term. For a federally funded contract, any advance payment is also subject to federal OMB Circulars A-87, A-110, A-122 and the Cash Management Improvement Act of 1990. All advances are required to be held in an interest-bearing account. If an advance payment is requested, the budget data on which the request is based and a justification statement shall be included in this Agreement as Attachment E. Attachment E will specify the amount of advance payment needed and provide an explanation of the necessity for and proposed use of these funds. No advance shall be accepted for processing if a reimbursement has been paid prior to the submittal of a request for advanced payment.

(c) After the initial advance, if any, payment shall be made on a reimbursement basis as needed. The Recipient agrees to expend funds in accordance with the Budget and Scope of Work, Attachment A and B of this Agreement.

(d) Invoices shall be submitted at least quarterly and shall include the supporting documentation for all costs of the project or services. Invoices shall be accompanied by a statement signed and dated by an authorized representative of the Recipient certifying that "all disbursements made in accordance with conditions of the Division agreement and payment is due and has not been previously requested for these amounts." The supporting documentation must comply with the documentation requirements of applicable OMB Circular Cost Principles. The final invoice shall be submitted within thirty (30) days after the expiration date of the agreement. An explanation of any circumstances prohibiting the submittal of quarterly invoices shall be submitted to the Division grant manager as part of the Recipient's quarterly reporting as referenced in Paragraph 7 of this Agreement.

If the necessary funds are not available to fund this Agreement as a result of action by the United States Congress, the federal Office of Management and Budgeting, the State Chief Financial Officer or under subparagraph (19)(h) of this Agreement, all obligations on the part of the Division to make any further payment of funds shall terminate, and the Recipient shall submit its closeout report within thirty days of receiving notice from the Division.

Changes to the amount of funding pursuant to Paragraph (17)(a) above may be accomplished by notice from the Division to the Recipient. The Division may make an award of additional funds by subsequent modification.

All funds received hereunder shall be placed in an interest-bearing account with a separate account code identifier for tracking all deposits, expenditures and interest earned. Funds disbursed to the Recipient by the Division that are not expended in implementing this program shall be returned to the Division, along with any interest earned on all funds received under this Agreement, within ninety (90) days of the expiration of the award Agreement.

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

Allowable costs shall be determined in accordance with applicable Office of Management and Budget Circulars, or, in the event no circular applies, by 48 CFR Part 31 CONTRACT COST PRINCIPLES AND PROCEDURES.

Any requests received after **May 31, 2015,** at the discretion of the Division, may not be reimbursed from this Agreement.

This agreement may be renewed, at the Division's sole discretion, for a period that may not exceed three years or the term of the original Agreement, whichever period is longer, specifying the renewed price and subject to the availability of funds. Pursuant to Section 287.057(13), Florida Statutes, exceptional purchase contracts pursuant to Section 287.057(3)(a) and (c), may not be renewed.

(18) REPAYMENTS

All refunds or repayments due to the Division under this Agreement are to be made payable to the order of "Division of Emergency Management", and mailed directly to the following address:

Division of Emergency Management
Cashier
2555 Shumard Oak Boulevard
Tallahassee FL 32399-2100

In accordance with Section 215.34(2), Fla. Stat., if a check or other draft is returned to the Division for collection, Recipient shall pay the Division a service fee of $15.00 or 5% of the face amount of the returned check or draft, whichever is greater.

(19) MANDATED CONDITIONS

(a) The validity of this Agreement is subject to the truth and accuracy of all the information, representations, and materials submitted or provided by the Recipient in this Agreement, in any later submission or response to a Division request, or in any submission or response to fulfill the requirements of this Agreement. All of said information, representations, and materials is incorporated by reference. The inaccuracy of the submissions or any material changes shall, at the option of the Division and with thirty days written notice to the Recipient, cause the termination of this Agreement and the release of the Division from all its obligations to the Recipient.

(b) This Agreement shall be construed under the laws of the State of Florida, and venue for any actions arising out of this Agreement shall be in the Circuit Court of Leon County. If any provision of this Agreement is in conflict with any applicable statute or rule, or is unenforceable, then the provision

shall be null and void to the extent of the conflict, and shall be severable, but shall not invalidate any other provision of this Agreement.

(c) Any power of approval or disapproval granted to the Division under the terms of this Agreement shall survive the term of this Agreement.

(d) This Agreement may be executed in any number of counterparts, any one of which may be taken as an original.

(e) The Recipient agrees to comply with the Americans With Disabilities Act (Public Law 101-336, 42 U.S.C. Section 12101 et seq.), which prohibits discrimination by public and private entities on the basis of disability in employment, public accommodations, transportation, State and local government services, and telecommunications.

(f) Those who have been placed on the convicted vendor list following a conviction for a public entity crime or on the discriminatory vendor list may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with a public entity, and may not transact business with any public entity in excess of $25,000.00 for a period of 36 months from the date of being placed on the convicted vendor list or on the discriminatory vendor list.

(g) Any Recipient which is not a local government or state agency, and which receives funds under this Agreement from the federal government, certifies, to the best of its knowledge and belief, that it and its principals:

1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by a federal department or agency;

2. have not, within a five-year period preceding this proposal been convicted of or had a civil judgment rendered against them for fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

3. are not presently indicted or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any offenses enumerated in paragraph 19(g)2. of this certification; and

4. have not within a five-year period preceding this Agreement had one or more public transactions (federal, state or local) terminated for cause or default.

If the Recipient is unable to certify to any of the statements in this certification, then the Recipient shall attach an explanation to this Agreement.

In addition, the Recipient shall send to the Division (by email or by facsimile transmission) the completed "Certification Regarding Debarment, Suspension, Ineligibility And Voluntary Exclusion" (Attachment G) for each intended subcontractor which Recipient plans to fund under this Agreement. The form must be received by the Division before the Recipient enters into a contract with any subcontractor.

(h) The State of Florida's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature, and subject to any modification in accordance with Chapter 216, Fla. Stat. or the Florida Constitution.

(i) All bills for fees or other compensation for services or expenses shall be submitted in detail sufficient for a proper preaudit and postaudit thereof.

(j) Any bills for travel expenses shall be submitted in accordance with Section 112.061, Fla. Stat. The provisions of any special or local law, present or future, shall prevail over any conflicting provisions in this section, but only to the extent of the conflict.

(k) The Division reserves the right to unilaterally cancel this Agreement if the Recipient refuses to allow public access to all documents, papers, letters or other material subject to the provisions of Chapter 119, Fla. Stat., which the Recipient created or received under this Agreement.

(l) If the Recipient is allowed to temporarily invest any advances of funds under this Agreement, any interest income shall either be returned to the Division or be applied against the Division's obligation to pay the contract amount.

(m) The State of Florida will not intentionally award publicly-funded contracts to any contractor who knowingly employs unauthorized alien workers, constituting a violation of the employment provisions contained in 8 U.S.C. Section 1324a(e) [Section 274A(e) of the Immigration and Nationality Act ("INA")]. The Division shall consider the employment by any contractor of unauthorized aliens a violation of Section 274A(e) of the INA. Such violation by the Recipient of the employment provisions contained in Section 274A(e) of the INA shall be grounds for unilateral cancellation of this Agreement by the Division.

(n) The Recipient is subject to Florida's Government in the Sunshine Law (Section 286.011, Fla. Stat.) with respect to the meetings of the Recipient's governing board or the meetings of any subcommittee making recommendations to the governing board. All of these meetings shall be publicly noticed, open to the public, and the minutes of all the meetings shall be public records, available to the public in accordance with Chapter 119, Fla. Stat.

(o) All unmanufactured and manufactured articles, materials and supplies which are acquired for public use under this Agreement must have been produced in the United States as required under 41 U.S.C. 10a, unless it would not be in the public interest or unreasonable in cost.

(20) LOBBYING PROHIBITION

(a) No funds or other resources received from the Division under this Agreement may be used directly or indirectly to influence legislation or any other official action by the Florida Legislature or any state agency.

(b) The Recipient certifies, by its signature to this Agreement, that to the best of his or her knowledge and belief:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the Recipient, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan or cooperative agreement, the Recipient shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities."

3. The Recipient shall require that this certification be included in the award documents for all subawards (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

(21) COPYRIGHT, PATENT AND TRADEMARK

ANY AND ALL PATENT RIGHTS ACCRUING UNDER OR IN CONNECTION WITH THE PERFORMANCE OF THIS AGREEMENT ARE HEREBY RESERVED TO THE STATE OF FLORIDA. ANY AND ALL COPYRIGHTS ACCRUING UNDER OR IN CONNECTION WITH THE PERFORMANCE OF THIS AGREEMENT ARE HEREBY TRANSFERRED BY THE RECIPIENT TO THE STATE OF FLORIDA.

(a) If the Recipient has a pre-existing patent or copyright, the Recipient shall retain all rights and entitlements to that pre-existing patent or copyright unless the Agreement provides otherwise.

(b) If any discovery or invention is developed in the course of or as a result of work or services performed under this Agreement, or in any way connected with it, the Recipient shall refer the discovery or invention to the Division for a determination whether the State of Florida will seek patent

protection in its name. Any patent rights accruing under or in connection with the performance of this Agreement are reserved to the State of Florida. If any books, manuals, films, or other copyrightable material are produced, the Recipient shall notify the Division. Any copyrights accruing under or in connection with the performance under this Agreement are transferred by the Recipient to the State of Florida.

(c) Within thirty days of execution of this Agreement, the Recipient shall disclose all intellectual properties relating to the performance of this Agreement which he or she knows or should know could give rise to a patent or copyright. The Recipient shall retain all rights and entitlements to any pre-existing intellectual property which is disclosed. Failure to disclose will indicate that no such property exists. The Division shall then, under Paragraph (b), have the right to all patents and copyrights which accrue during performance of the Agreement.

(22) LEGAL AUTHORIZATION.

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

(23) ASSURANCES.

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

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

RECIPIENT:

_____

By: _____

Name and Title: Johnny Martinez, P.E., City Manager

Date: 1-24-14

FID# 59-6000375

DUNS# 072220791

STATE OF FLORIDA
DIVISION OF EMERGENCY MANAGEMENT

By: _____

Name and Title: _____

Date: _____

ATTEST:

Todd Hannon
City Clerk

CITY OF MIAMI FLORIDA, a municipal corporation,

Johnny Martinez, P.E.
City Manager

APPROVED AS TO FORM AND CORRECTNESS:

Victoria Méndez GKW
City Attorney

APPROVED AS TO INSURANCE REQUIREMENTS:

Calvin Ellis, Director
Department of Risk Management

EXHIBIT – 1

THE FOLLOWING FEDERAL RESOURCES ARE AWARDED TO THE RECIPIENT UNDER THIS AGREEMENT:

NOTE: If the resources awarded to the Recipient are from more than one Federal program, provide the same information shown below for each Federal program and show total Federal resources awarded.

Federal Program

Federal agency: Homeland Security Grant Program

Catalog of Federal Domestic Assistance title and number: 97.067

Award amount: $ 5,225,000.00

THE FOLLOWING COMPLIANCE REQUIREMENTS APPLY TO THE FEDERAL RESOURCES AWARDED UNDER THIS AGREEMENT:

44 CFR, (Code of Federal Regulations) Part 13 (Common Rule)
OMB Circular A-21, A-102, A-110, A-122, A-128, A-87 and A-133

NOTE: If the resources awarded to the Recipient represent more than one Federal program, list applicable compliance requirements for each Federal program in the same manner as shown below.

Federal Program:

List applicable compliance requirements as follows:

1. Recipient is to use funding to perform the following eligible activities as identified in the United States Department of Homeland Security, Federal Emergency Management Agency, National Preparedness Directorate Fiscal Year 2013 Homeland Security Grant Program (HSGP), consistent with the Department of Homeland Security State Strategy.

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

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

ATTACHMENT A

Proposed Program Budget

- Below is a general budget which outlines eligible categories and their allocation under this award. The Recipient is to utilize the "Proposed Program Budget" as a guide for completing the "Budget Detail Worksheet" below.
- The equipment category will require a "Detailed Budget Worksheet" including the proposed equipment to be purchased and the corresponding Authorized Equipment List (AEL) reference number. The AEL can be found at www.rkb.us.
- The transfer of funds between the categories listed in the "Proposed Program Budget" is permitted. However, 25% of the award allocation has to be used for eligible LETP- Type activities.
- At the discretion of the Recipient, funds allocated to Management and Administration costs (as described in the "Proposed Program Budget") may be put towards Programmatic costs instead. However, no more than 5% of each Recipients' total award may be expended on Management and Administration costs.

Grant	Recipient Agency	Category	Amount Allocated
FY 2013 - State Homeland Security Grant Program – Urban Area Security Initiative - Issue 34	City of Miami (Miami/Fort Lauderdale UASI)	Award Allocation	$5,500,000.00
		State Management & Administration withheld 5%	$275,000.00
		Expendable Award Allocation after 5% reduction	$5,225,000.00
		LETP-Type Activities (25% of award allocation) This amount is not in addition to the remaining award amount but instead signifies the amount needed to meet the 25% requirement.	$1,375,000.00
		Management and Administration (the dollar amount which corresponds to 5% of the total local agency allocation is shown in the column on the right).	$261,250.00
Total Award			$5,225,000.00
State M & A costs			$275,000.00

Budget Detail Worksheet

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

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

UASI Issue 34 Budget Detail Worksheet– Eligible Activities			
Allowable Planning Costs	**Quantity**	**Unit Cost**	**Total Cost**
Developing hazard/threat-specific annexes that incorporate the range of prevention, protection, response, and recovery activities			
Developing and implementing homeland security support programs and adopting ongoing DHS national initiatives			
Developing related terrorism prevention activities			
Terror Response Planning (Line item 2013-13)	1	$5,000.00	$5,000.00
Business & Community Partners Against Terrorism. The Business/Community Partners Against Terrorism Program is designed to forge close two-way relationships between the Sheriff's Office and important elements in the county's private sector communities, including: 1) key representatives of the business communities that contribute to the Critical Infrastructure and Key Resources Project (CI/KR), and 2) private community organizations' representatives such as homeowners associations, condominium and coop boards, gated communities, etc. The guiding framework for this initiative derives from materials developed by DHS. (Line Item: 2013-16)	1	$30,000.00	$30,000.00
Developing and enhancing plans and protocols			
P,T & E. This project will support multi-disciplinary projects for the City of Miami under the leadership of MEM. Project scope will involve a full scale exercise, revision of planning documents such as the CEMP/COOP/COG and trainings that benefit terrorism-related emergency management trainings. (Line Item: 2013-04)	1	$ 274,659.49	$ 274,659.49
Regional P, T&E. This project will fund regional planning, training and exercises for all jurisdictions and disciplines in the UASI Region. These projects will be coordinated through the Regional Project Manager and Regional Planning, Training and Exercise Coordinator. (Line Item: 2013-19)	1	$ 186,926.30	$ 186,926.30
Regional Incident Management Team (IMT) Development for Broward County and participating Municipalities. (Line item 2013-02)	1	$ 66,720.00	$ 66,720.00

Developing or conducting assessments			
Critical Infrastructure/Key Resources Assessments. Through the use of the DHS ACAMS system, the Palm Beach County's Critical Infrastructure/Key Resources (CI/KR) project will 1)identify, prioritize, and assess the vulnerability of Palm Beach County's critical infrastructure and assets as defined by the National Infrastructure Protection Plan and the 2010 Taxonomy; 2) identify significant and specific security enhancements for the protection of those critical infrastructures and resources in Palm Beach County; and 3) provide a timely warning and ensure the protection of those infrastructures and assets that face a specific imminent threat through the use of the Department of Homeland Security Office of Infrastructure Protection, the Southeast Regional Fusion Center, and the Business Partners Against Terrorism Program. (Line Item: 2013-15)	1	$50,000.00	$50,000.00
Hiring of full or part-time staff or contractors/consultants to assist with planning activities (not for the purpose of hiring public safety personnel fulfilling traditional public safety duties)			
Miami-Dade Whole Community Preparedness Planning. (Line Item: 2013-05)	1	$193,558.49	$193,558.49
Emergency Management Planning Coordinator (12 months). This position will assist with the development/revision of citywide emergency management plans such as the CEMP, COG and COOP. (Line Item: 2013-06)	1	$160,000.00	$160,000.00
Regional Program Manager. This position assists the Miami and Ft. Lauderdale with regional planning needs (e.g. drafting of investment justifications, coordination of UAWG meetings, development of annual budgets, etc.). (Line Item: 2013-07)	1	$95,000.00	$95,000.00
Emergency Management Planner (12 months). This position will assist with general planning responsibilities related to the implementation of the UASI grant program. (Line item 2013-09)	1	$80,000.00	$80,000.00
Regional Training and Exercises Planner - this position includes the responsibilities of ensuring compliance with training courses as well as the coordination of necessary regional exercises. (Line Item: 2013-10)	1	$65,000.00	$65,000.00
EOC Planner Sustainment. (Line Item: 2013-11)	1	$50,000.00	$50,000.00
R-LEX Regional Coordinator/Trainer. This project will provide for a position to assist with the administration and training involved with this regional intelligence sharing system. (Line Item: 2013-14)	1	$100,000.00	$100,000.00
Broward Planner- Planning for the Whole Community – Community Resiliency and Sustainability Partnership Development (Line item 2013-17)	1	$66,720.00	$66,720.00

LPR Planner Sustainment. Sustainment funding for a License Plate Reader Planner for Hialeah. (Line Item: 2013-18)	1	$50,000.00	$50,000.00
Identifying resources for medical supplies necessary to support children during an emergency, including pharmaceuticals and pediatric-sized equipment on which first responders and medical providers are trained			
Developing and implementing a community preparedness strategy for the State/local jurisdiction			
Conferences to facilitate planning activities			
Materials required to conduct planning activities			
Travel/per diem related to planning activities			
Travel. This is costs for staff to attend DHS and State sponsored grant management/UASI courses/conferences. (Line item 2013-12)	1	$15,000.00	$15,000.00
Overtime and backfill costs (in accordance with operational Cost Guidance)			
Establishing, expanding, and maintaining volunteer programs and volunteer recruitment efforts that support disaster preparedness and/or response			
CERT Planning, Training, and Equipment (Line item 2013-03)	1	$9,000.00	$9,000.00
Citizen Corp (Line item 2013-08)	1	$94,748.38	$94,748.38
Other projects areas with prior approval from FEMA			
Activities to achieve planning inclusive of people with disabilities			
Allowable HSGP and LETP Organizational Activities (limited to 25% of the total UASI award)	**Quantity**	**Unit Cost**	**Total Cost**
Reimbursement for select operational expenses associated with increased security measures at critical infrastructure sites incurred (up to 50 percent of the allocation)			
Overtime for information, investigative, and intelligence sharing activities (up to 50 percent of the allocation)			
Hiring of new staff positions/contractors/consultants for participation in information/intelligence analysis and sharing groups or fusion center activities (up to 50 percent of the allocation)			
Contract Intelligence Analysts (Line item 2013-20)	1	$242,000.00	$242,000.00
Allowable Training Costs	**Quantity**	**Unit Cost**	**Total Cost**
Developing, Delivering, and Evaluating Training			
ICS 300 (Line item 2013-21)	1	$ 293,558.00	$ 293,558.00
Sustain Local Emergency Responder Training (Line item 2013-22)	1	$ 16,380.54	$ 16,380.54
Overtime and backfill for emergency preparedness and response personnel attending FEMA-sponsored and approved training classes.			

Backfill for Training (Line Item: 2013-23)	1	$15,999.98	$15,999.98
Overtime and backfill expenses for part0time and volunteer emergency response personnel participating in FEMA training.			
Training Workshops and Conferences			
Activities to achieve training inclusive of people with disabilities			
Full or Part-Time Staff or Contractors/Consultants			
Travel			
Supplies			
Tuition for higher education			
Other items			

A complete list of FEMA approved courses may be found at www.ojp.usdoj.gov/FEMA/docs/Eligible_Federal_Courses.pdf

Allowable Exercise Costs	Quantity	Unit Cost	Total Cost
Design, Develop, Conduct and Evaluate an Exercise			
Recover, damage assessment Exercise (2013-24)	1	$23,908.48	$23,908.48
Exercise Planning Workshop - Grant funds may be used to plan and conduct an Exercise Planning Workshop to include costs related to planning, meeting space and other meeting costs, facilitation costs, materials and supplies, travel and exercise plan development.			
Full or Part-Time Staff or Contractors/Consultants - Full or part-time staff may be hired to support exercise-related activities. Payment of salaries and fringe benefits must be in accordance with the policies of the state or local unit(s) of government and have the approval of the state or the awarding agency, whichever is applicable. The services of contractors/consultants may also be procured to support the design, development, conduct and evaluation of CBRNE exercises. The applicant's formal written procurement policy or the Federal Acquisition Regulations (FAR) must be followed.			
Overtime and backfill costs – Overtime and backfill costs, including expenses for part-time and volunteer emergency response personnel participating in FEMA exercises			
Implementation of HSEEP			
Activities to achieve exercises inclusive of people with disabilities			

Travel - Travel costs (i.e., airfare, mileage, per diem, hotel, etc.) are allowable as expenses by employees who are on travel status for official business related to the planning and conduct of the exercise project(s). These costs must be in accordance with state law as highlighted in the *OJP Financial Guide*. States must also follow state regulations regarding travel. If a state or territory does not have a travel policy they must follow federal guidelines and rates, as explained in the *OJP Financial Guide*. For further information on federal law pertaining to travel costs please refer to http://www.ojp.usdoj.gov/FinGuide.			
Supplies - Supplies are items that are expended or consumed during the course of the planning and conduct of the exercise project(s) (e.g., copying paper, gloves, tape, non-sterile masks, and disposable protective equipment).			
Other Items - These costs include the rental of space/locations for exercise planning and conduct, exercise signs, badges, etc.			
Eligible Equipment Acquisition Costs The table below highlights the allowable equipment categories for this award. A comprehensive listing of these allowable equipment categories, and specific equipment eligible under each category, can be found on the web-based Authorized Equipment List at: http://www.rkb.us - Click on "Authorized Equipment List (AEL) - If you wish to purchase a piece of equipment from any category below, then, in the space given below that category, put the "AEL item number" and "title"	**Quantity**	**Unit Cost**	**Total Cost**
Personal protective equipment			
SWAT - C50 First Responder Kits (Line item 2013-25) AEL #01AR-02-APR	1	$35,100.00	$35,100.00
TRT NFPA Compliant PPE (Line item 2013-26) AEL#01SF-01-GARM 01SE-01-HLMT	1	$19,995.00	$19,995.00
Personal Protective Equipment for Office (Line item 2013-71) AEL #O1SP-01-ENSE	1	$45,000.00	$45,000.00
Explosive device mitigation and remediation equipment			
Real Time Xray (Line item 2013-27) AEL #02EX-01-XRAP	1	$60,000.00	$60,000.00
EOD/IED Tool Kits (Line item 2013-28) AEL #02EX-02-TLRO	1	$30,000.00	$30,000.00
Golden XRS-3, an X-Ray generator (Line item 2013-29) AEL #02EX-01-XRAP	1	$5,650.00	$5,650.00
CBRNE operational search and rescue equipment			
Clip-On Night Vision Thermal (Line item 2013-30) AEL #03OE-02-TILA	1	$30,000.00	$30,000.00
Long Pole Search System (Line item 2013-31) AEL #03OE-02-SCOP	1	$15,000.00	$15,000.00
Information technology			
WebEOC - Interoperable Communications software needed for regional info sharing (Line item 2013-32) AEL #04AP-05-CDSS, 04AP-03-GISS, 04SW-04-NETW, 21GN-00-TRNG, 21GN-00-CNST	1	$159,484.00	$159,484.00

Coop equipment and training (Line item 2013-33) AEL #04HW-01-HHCD	1	$75,000.00	$75,000.00
Unified Cmd Post (UCP) Upgrade (Line item 2013-34) AEL #04HW-01-INHW, 21GN-00-OCEQ	1	$53,000.00	$53,000.00
IMT Technology Enhancement (Line item 2013-35) AEL #04HW-01-HHCD	1	$8,145.00	$8,145.00
Public Alert Notification System (Line item 2013-36) AEL #04AP-09-ALRT	1	$100,000.00	$100,000.00
Critical Asset Enhancement - Video Monitor (Line item 2013-37) AEL 04MD-01-VCAM	1	$63,559.02	$63,559.02
CBRNE Toughbook Computers/Software (Line item 2013-38) AEL #04HW-01-MOBL	1	$29,769.92	$29,769.92
Laptop Computers for X-Ray Equipment (Line item 2013-39) AEL #04HW-01-INHW	1	$12,000.00	$12,000.00
WebEOC - Interoperable Communications software needed for regional info sharing during emergency operations as well as non-emergency situtations to provide a platform for day-to-day regional info sharing and updates. (Line item 2013-32) AEL #04AP-05-CDSS, 04AP-03-GISS, 04SW-04-NETW, 21GN-00-TRNG, 21GN-00-CNST	1	$159,484.00	$159,484.00
Cyber security enhancement equipment			
Enhanced Security Infrastructure Video Analytics (Line item 2013-40) AEL #05NP-00-IDPS	1	$63,499.60	$63,499.60
Software or appliance that gathers data from multiple security sources such as firewalls, intrusion detection systems, malware protection systems, etc. to provide log file consolidation and event correlation capability in support of network security operations. (Line item 2013-41) AEL #05NP-00-SEIM	1	$96,923.25	$96,923.25
Interoperable communications equipment			
Radio Microwave Link. Replacement of analog system with digital so that can communicate to achieve digital P25 communications. (Line item 2013-42) AEL #06CP-03-MWAV	1	$364,563.62	$364,563.62
Motorola APX 7000 ; APCO P-25 compliant Portable Radios; 700-800MHZ; IMPRESS Energy sysytem;multi-band(UHF-VHF/FDMA-TDMA);P-25 Smart -Zone Trunking;AES Radio-to-Radioencrypted;equipped w/external antennas;shoulder microphone; batteries; carriers; and battery chargers (Line item 2013-43) AEL #06CP-01-PORT	1	$121,140.60	$121,140.60
P-25 Compliant Motorola APX 7000 Portable Radio (Line item 2013-44) AEL #06CP-01-PORT	1	$118,800.00	$118,800.00
P-25 Compliant XTS 2500 762-870 MHz 1-3W/870 (EM) (Line item 2013-45) AEL #06CP-01-MOBL	1	$48,462.64	$48,462.64
P-25 Compliant XTS 2500 762-870 MHz 1-3W/870 (LE) (Line item 2013-46) AEL #06CP-01-MOBL	1	$48,462.63	$48,462.63
P-25 Compliant Motorola APX 7500 Vehicle Base Radio (Line item 2013-47) AEL #06CP-01-MOBL	1	$13,077.62	$13,077.62

Satellite Phone Sustainment Citywide (18 months). This project will sustain the satellite phones that are installed throughout City Departments including police and fire stations which allow all first responders to communicate when primary communication services are down. (Line item 2013-67) AEL #06CC-03-SATP	1	$23,400.00	$23,400.00
Detection Equipment			
Air Monitor (Line item 2013-48) AEL #07CD-01-DPPI	1	$5,000.00	$5,000.00
Radiation Detection Equipment (Line item 2013-70) AEL #O7RD-01-DOSP	1	$8,000.00	$8,000.00
Decontamination Equipment (HSGP only)			
Medical supplies			
Sheltering Program Enhancements (Line item 2013-49) AEL #09ME-05-GURN	1	$30,000.00	$30,000.00
Power equipment			
CBRNE reference materials			
CBRNE incident response vehicles			
Terrorism incident prevention equipment			
Responder Notification and Collaboration Project (Line item 2013-50) AEL #13IT-00-ALRT	1	$50,000.00	$50,000.00
Systems Intelligence Sharing (Line item 2013-51) AEL #13IT-00-INTL, 21GN-00-OCEQ	1	$48,258.48	$48,258.48
Systems Intelligence Sharing (Line item 2013-52) AEL #13IT-00-INTL	1	$20,000.00	$20,000.00
Portable Video Surveillance System (Line item 2013-53) AEL #13LE-00-SURV	1	$120,544.25	$120,544.25
Physical security enhancement equipment			
Static License Plate Reader (Line item 2013-54) AEL #14SW-01-SIDV	1	$70,000.00	$70,000.00
Rapid ID Fingerprint Scanner (Line item 2013-55) AEL #14SW-01-SIDP	1	$52,225.00	$52,225.00
Critical Infrastructure/KR Monitoring (Line item 2013-56) AEL #14SW-01-VIDA	1	$120,714.25	$120,714.25
Lightspeed Building Hardening (Line item 2013-57) AEL #14SW-01-VIDA	1	$46,855.00	$46,855.00
ShotSpotter Network, Acoustic Sensor Triangulation (Line item 2013-58) AEL #14SW-01-ASTN	1	$120,193.85	$120,193.85
Law Enforcement Surveillance (CCTV) (The Closed Circuit TV project for Miami Police Department) (Line item 2013-59) AEL #14SW-01-VIDA,04HW-01-INHW, 04MD-03-DISP	1	$44,489.35	$44,489.35
Ethernet Secured @ Fire College for Redundant Communications for Miami's First Responders (18 months). This project will continue services for a Metro-Ethernet line that provides fast network connectivity between the City's network and the E911 backup center. (Line item 2013-66) AEL #14CI-00-COOP	1	$10,000.00	$10,000.00

Inspection and Screening systems			
Agriculture Terrorism Prevention, Response, and Mitigation Equipment (HSGP only)			
CBRNE Prevention and Response watercraft			
Water Rescue Capabilities - (Line item 2013-60) AEL #17WC-00-BOAT	1	$30,000.00	$30,000.00
CBRNE Aviation Equipment			
CBRNE logistical support equipment			
Intervention equipment			
Public Alert and Warning Equipment			
Disability Access and Functional Needs			
Other authorized equipment costs (include any construction or renovation costs in this category; Written approval must be provided by FEMA prior to the use of any funds for construction or renovation)			
Air Support Maintenance (Helicopter) (Line item 2013-61) AEL #21GN-00-MAIN	1	$150,000.00	$150,000.00
UASI Fire Vessel Maintenance & Equipment. This funding will sustain the 48ft fire boat and 27ft dive boat purchased under UASI to support public safety, firefighting operations, urban search and rescue and emergency medical operations for homeland security-related threats/activities on the waterways. (Line item 2013-62) AEL #21GN-00-MAIN	1	$54,839.54	$54,839.54
EOC Sustainment. This will pay for on-going information technology costs related to the operation of the City of Miami EOC. (Line item 2013-63) AEL #21GN-00-OCEQ	1	$35,000.00	$35,000.00
Repair & Replacement for UASI Purchased Equipment. This will cover the costs associated with maintaining, replacing and repairing UASI purchased equipment. (Line item 2013-64) AEL #21GN-00-MAIN	1	$27,419.72	$27,419.72
Maintenance and Sustainment (This funding will be used to keep grant funded equipment in working order so that we will have a functioning capability to use equipment purchased to respond effectively to terrorist activity.) (Line item 2013-65) AEL #21GN-00-MAIN	1	$15,998.00	$15,998.00
EOC Enhancements (Line item 2013-68) AEL 21GN-00-OCEQ	1	$40,000.00	$40,000.00
Personnel			
Up to 50 percent of total program funds may be used for personnel and personnel-related activities			
Eligible Management and Administration Costs			

Hiring of full-time or part-time staff or contractors/consultants: - To assist with the management of the respective grant program - To assist with application requirements of the grant program - To assist with the compliancy with reporting and data collection as it may relate to the grant program			
Miami UASI M&A (Line Item: 2013-01)	1	$261,250.00	$261,250.00
Development of operating plans for information collection and processing necessary to respond to DHS/ODP data calls.			
Costs associate with achieving emergency management that is inclusive of the access and functional needs of workers and citizens with disabilities.			
Overtime and backfill costs – Overtime expenses are defined as the result of personnel who worked over and above their normal scheduled daily or weekly worked time in the performance of FEMA – approved activities. Backfill Costs also called "Overtime as Backfill" are defined as expenses from the result of personnel who are working overtime in order to perform the duties of other personnel who are temporarily assigned to FEMA – approved activities outside their core responsibilities. Neither overtime nor backfill expenses are the result of an increase of Full – Time Equivalent (FTEs) employees. These costs are allowed only to the extent the payment for such services is in accordance with the policies of the state or unit(s) of local government and has the approval of the state or the awarding agency, whichever is applicable. In no case is dual compensation allowable. That is, an employee of a unit of government may not receive compensation from their unit or agency of government AND from an award for a single period of time (e.g., 1:00 pm to 5:00 pm), even though such work may benefit both activities. Fringe benefits on overtime hours are limited to Federal Insurance Contributions Act (FICA), Workers' Compensation and Unemployment Compensation.			
Travel expenses			
Meeting-related expenses (For a complete list of allowable meeting-related expenses, please review the *OJP Financial Guide* at http://www.ojp.usdoj.gov/FinGuide).			
Acquisition of authorized office equipment, including personal computers, laptop computers, printers, LCD projectors, and other equipment or software which may be required to support the implementation of the homeland security strategy.			
The following are allowable only within the contract period: - Recurring fees/charges associated with certain equipment, such as cell phones, faxes, etc. - Leasing and/or renting of space for newly hired personnel to administer programs within the grant program.			
		TOTAL	$5,225,000.00

ATTACHMENT B

Scope of Work

Funding is provided to perform eligible activities as identified in the Office of Grants and Training Fiscal Year 2013 Urban Area Security Initiative (UASI) Grant Program, consistent with the Department of Homeland Security State Strategy and the Urban Area Strategy. Eligible activities are outlined in the Scope of Work for each category below:

I. Categories and Eligible Activities

Urban Area Security Initiative

FY2013 UASI allowable costs are divided into the following categories: **planning, organization, equipment, training, exercises, management and administration cost** are allowable cost. Up to 25% of UASI funds must be dedicated towards law enforcement terrorism prevention-oriented planning, organization, training, exercise and equipment activities. Each category's allowable costs have been listed in the "Budget Detail Worksheet" above.

A. Planning

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

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

- Implementing the *National Preparedness Guidelines(NPG)* and the Whole community approach to Security and Emergency Management
- Pre-event recovery planning
- Implementing the *National Infrastructure Protection Plan (NIPP)*and associated Sector Specific Plans
- Enhancing and implementing Statewide Communication Interoperability Plans (SCIP) and Tactical Interoperable Communications Plans (TICP) that align with the goals, objectives, and initiatives of the *National Emergency Communications Plan* (NECP)
- Costs associated with the adoption, implementation, and adherence to NIMS compliance requirements, including implementing the NIMS National Credentialing Framework
- Modifying existing incident management and EOPs to ensure proper alignment with the National Response Framework (NRF) coordinating structures, processes, and protocols
- Establishing or enhancing mutual aid agreements
- Developing communications and interoperability protocols and solutions
- Conducting local, regional, and tribal program implementation meetings
- Developing or updating resource inventory assets in accordance to typed resource definitions issued by the NIMS Integration Center (NIC)
- Designing State and local geospatial data systems
- Developing and conducting public education and outreach campaigns, including promoting individual, family, and organizational emergency preparedness; alerts and warnings education; promoting training, exercise, and volunteer opportunities; informing the public about emergency plans, evacuation routes as well as CBRNE prevention awareness
- Designing programs to address targeting at-risk populations and engaging them in emergency management planning efforts
- Activities, materials, service, tools and equipment to achieve planning, protection, mitigation, response and recovery that is inclusive of people with disabilities (physical, programmatic and communications access for people with physical, sensory, mental health, intellectual and cognitive disabilities)
- Preparing materials for State Preparedness Reports (SPRs)
- WHTI implementation activities including the issuance of WHTI-compliant tribal identification cards

Developing related terrorism prevention activities including:

- Developing THIRA that reflects a representative make up and composition of jurisdiction
- Developing initiatives that directly support local efforts to understand, recognize, prepare for, prevent, mitigate, and respond to pre-operational activity and other crimes that are precursors or indicators of terrorist activity, in accordance with civil rights/civil liberties protections
- Developing law enforcement prevention activities, to include establishing and/or enhancing a fusion center
- Hiring an IT specialist to plan, develop, and implement the IT applications necessary for a fusion center
- Developing and planning for information/intelligence sharing groups

- Integrating and coordinating fire service, emergency management, public health care, public safety, and health security data-gathering (threats to human and animal health) within State and Major Urban Area fusion centers to achieve early warning and mitigation of health events
- Integrating and coordinating private sector participation with fusion center activities
- Acquiring systems allowing connectivity to State, local, tribal, territorial, and Federal data networks, such as the National Crime Information Center (NCIC) and Integrated Automated Fingerprint Identification System (IAFIS), as appropriate
- Planning to enhance security during heightened alerts, terrorist incidents, and/or during mitigation and recovery
- Multi-discipline preparation across first responder community, including EMS for response to catastrophic events and acts of terrorism
- Accessible public information/education: printed and electronic materials, public service announcements, seminars/town hall meetings, and web postings coordinated through local Citizen Corps Councils or their equivalent
- Conducting public education campaigns including promoting suspicious activity reporting and preparedness; individual, family, and organizational emergency preparedness; promoting the *Ready* campaign; and/or creating State, regional, or local emergency preparedness efforts that build upon the *Ready* campaign
- Evaluating Critical Infrastructure Protection (CIP) security equipment and/or personnel requirements to protect and secure sites
- CIP cost assessments, including resources (e.g., financial, personnel) required for security enhancements/deployments
- Multi-Jurisdiction Bombing Prevention Plans (MJBPP)
- Underwater Terrorist Protection Plans

Developing and enhancing plans and protocols, including but not limited to:

- Community-based planning to advance "whole community" security and emergency management
- Incorporating government/non-governmental collaboration, citizen preparedness, and volunteer participation into State and local government homeland strategies, policies, guidance, plans, and evaluations
- Developing, enhancing, maintaining a current EOP that conforms to the guidelines outlined in the CPG 101 v.2
- Developing or enhancing local, regional, or Statewide strategic or tactical interoperable emergency communications plans
- Activities associated with a conversion from wideband to narrowband voice channels to support interoperability
- Implementing Statewide Communications Interoperability Plan (SCIP) and Tactical Interoperable Communications Plans (TICPs) that align with the goals, objectives, and initiatives of the National Emergency Communications Plan (NECP)
- Developing protocols or standard operating procedures for specialized teams to incorporate the use of equipment acquired through this grant program
- Developing terrorism prevention/protection plans
- Developing plans, procedures, and requirements for the management of infrastructure and resources related to HSGP and implementation of State or Urban Area Homeland Security Strategies
- Developing plans for mass evacuation and pre-positioning equipment
- Developing or enhancing plans for responding to mass casualty incidents caused by any hazards
- Developing or enhancing applicable procedures and operational guides to implement the response actions within the local plan including patient tracking that addresses identifying and tracking children, access and functional needs population, and the elderly and keeping families intact where possible
- Developing or enhancing border security plans
- Developing or enhancing cyber security and risk mitigation plans
- Developing or enhancing secondary health screening protocols at major points of entry (e.g., air, rail, port)
- Developing or enhancing cyber risk mitigation plans
- Developing or enhancing agriculture/food security risk mitigation, response, and recovery plans
- Developing public/private sector partnership emergency response, assessment, and resource sharing plans
- Developing or enhancing plans to engage and interface with, and to increase the capacity of, private sector/non-governmental entities working to meet the human service response and recovery needs of survivors
- Developing or updating local or regional communications plans
- Developing plans to support and assist jurisdictions, such as port authorities and rail and mass transit agencies
- Developing or enhancing continuity of operations and continuity of government plans
- Developing or enhancing existing catastrophic incident response and recovery plans to include and integrate Federal assets provided under the NRF

- Citizen support for emergency responders is critical through year-round volunteer programs and as surge capacity in disaster response, including but not limited to: citizen Corps Affiliate Programs and Organizations, Community Emergency Response Team (CERT), Fire Corps, Medical Reserve Corps (MRC), Neighborhood Watch/UASonWatch, volunteers in Police Service (VIPS), and jurisdiction specific volunteer efforts

Establishing and sustaining Citizen Corps Councils or their equivalent

Working with youth-serving organizations to develop and sustain a youth preparedness program

B. Organizational Activities –
Organizational activities include:

- Program management
- Development of whole community partnerships
- Structures and mechanisms for information sharing between the public and private sector
- Tools, resources and activities that facilitate shared situational awareness between the public and private sectors
- Operational Support
- As identified in priority one utilization of standardized resource management concepts such as typing, inventorying, organizing, and tracking to facilitate the dispatch, deployment, and recovery of resources before, during and after and incident
- Responding to an increase in the threat level under the National Terrorism Advisory System (NTAS), or needs in resulting from a National Special Security Event
- Paying salaries and benefits for personnel to serve as qualified intelligence analysts.

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

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

o Successfully complete training to ensure baseline proficiency in *intelligence analysis and production* within six months of being hired; and/or,
o Previously served as an intelligence analyst for a minimum of two years either in a Federal intelligence agency, the military, or State and/or local law enforcement intelligence unit

As identified in the *Maturation and Enhancement of State and Major Urban Area Fusion Centers* priority, all fusion centers analytic personnel must demonstrate qualifications that meet or exceed competencies identified in the *Common Competencies for State,Local, and Tribal Intelligence Analysts*, which outlines the minimum categories of training needed for intelligence analysts. These include subject-matter expertise, analytic methodologies, customer-service ethics, information handling and processing skills, critical thinking skills, computer literacy, and objectivity and intellectual honesty. A certificate of completion of such training must be on file with the SAA and must be made available to FEMA Program Analysts upon request. In addition to these training requirements, fusion centers should also continue to mature their analytic capabilities by addressing gaps in analytic capability identified during the fusion center's BCA.

Operational Overtime Costs – In support of efforts to enhance capabilities for detecting, deterring, disrupting, and preventing acts of terrorism, operational overtime costs are allowable for increased security measures at critical infrastructure sites. FY 2013 SHSP or UASI funds for organizational costs may be used to support select operational expenses associated with increased security measures at critical infrastructure sites in the following authorized categories:

- Backfill and overtime expenses (as defined in the FOA) for staffing State or Major Urban Area fusion centers
- Hiring of contracted security for critical infrastructure sites

- Public safety overtime (as defined in the FOA)
- Title 32 or State Active Duty National Guard deployments to protect critical infrastructure sites, including all resources that are part of the standard National Guard deployment package (Note: Consumable costs, such as fuel expenses, are not allowed except as part of the standard National Guard deployment package)
- Increased border security activities in coordination with CBP, as outlined in Information Bulletin #135

FY 2013 SHSP or UASI funds may only be spent for operational overtime costs upon prior approval provided in writing by the FEMA Administrator.

B. Personnel

Personnel hiring, overtime, and backfill expenses are permitted under this grant in order to perform allowable FY 2013 HSGP planning, training, exercise, and equipment activities.

- A personnel cost cap of up to 50 percent of total ***SHSP and UASI*** program funds may be used for personnel and personnel-related activities as directed by the *Personnel Reimbursement for Intelligence Cooperation and Enhancement (PRICE) of Homeland Security Act* (Public Law 110-412). Grantees who wish to seek a waiver from the personnel cost cap must provide documentation explaining why the cap is unacceptable; waiver requests will be considered only under extreme circumstances. In general, the use of SHSP and UASI funding to pay for staff and/or contractor regular time or overtime/backfill is considered a personnel cost. Activities that are considered "personnel" and "personnel-related," and therefore count against the personnel cost cap of 50 percent, include, but are not limited to:

    - Operational overtime
    - Overtime/backfill to participate in approved training or exercise deliveries
    - Salaries and personnel costs of intelligence analysts
    - Overtime to participate in intelligence sharing activities
    - Salaries and personnel costs of planners, equipment managers,
    - exercise coordinators, and/or training coordinators
    - Salaries and personnel costs under the M&A category
    - Contractor costs associated with performing the above activities

C. Equipment Acquisition

The 21 allowable prevention, protection, response, and recovery equipment categories and equipment standards for FY 2011 HSGP are listed on the web-based version of the Authorized Equipment List (AEL) on the Responder Knowledge Base (RKB), at *https://www.rkb.us.* Unless otherwise stated, equipment must meet all mandatory regulatory and/or DHS-adopted standards to be eligible for purchase using these funds. In addition, agencies will be responsible for obtaining and maintaining all necessary certifications and licenses for the requested equipment.

The equipment, goods, and supplies ("the eligible equipment") purchased with funds provided under this agreement are for the purposes specified in "Florida's Domestic Security Strategy". Equipment purchased with these funds will be utilized in the event of emergencies, including, but not limited to, terrorism-related hazards. The sub-recipient shall place the equipment throughout the State of Florida in such a manner that, in the event of an emergency, the equipment can be deployed on the scene of the emergency or be available for use at a fixed location within two (2) hours of a request for said deployment. The Florida Division of Emergency Management (FDEM) must approve any purchases of equipment not itemized in a project's approved Initial Strategic Implementation Plan (ISIP) in advance of the purchase.

The sub-recipient will, in accordance with the statewide mutual aid agreement or other emergency response purpose as specified in the "Florida Domestic Security Strategy," ensure that all equipment purchased with these funds is used to respond to any and all incidents within its regional response area as applicable for so long as this Agreement remains in effect. Prior to requesting a response, the FDEM will take prudent and appropriate action to determine that the level or intensity of the incident is such that the specialized equipment and resources are necessary to mitigate the outcome of the incident.

The sub-recipient shall notify the FDEM Office of Domestic Preparedness at 2555 Shumard Oak Blvd., Tallahassee, Florida 32399 one year in advance of the expiration of the equipment's posted shelf-life or normal life expectancy or when it has been expended. The sub-recipient shall notify the FDEM immediately if the equipment is destroyed, lost, or stolen.

The sub-recipient shall not transfer, rent, sell, lease, alienate, donate, mortgage, encumber or otherwise dispose of the eligible equipment without the prior written consent of the FDEM.

D. Training

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

- **Developing, Delivering, and Evaluating Training** – Includes costs related to administering the training, planning, scheduling, facilities, materials and supplies, reproduction of materials, disability accommodations and equipment. Training should provide the opportunity to demonstrate and validate skills learned, as well as to identify any gaps in these skills. Any training gaps, including those for children and individuals with disabilities or access and functional needs is allowable (e.g., sign language interpreters, communication Access Realtime Translation [CART] and other modifications of policies and practices to fully include participants with disabilities). Stakeholders are also encouraged to leverage existing training provided via educational/professional facilities and to incorporate non-traditional methodologies such as the internet, distance learning, or home study whenever such delivery supports training objectives. Pilot courses and innovative approaches to training citizens and instructors are encouraged.

- Training that promotes individual, family, or community safety and preparedness is encouraged, including: all-hazards safety training such as emergency preparedness, basic first aid, life saving skills, crime prevention and terrorism awareness, school preparedness, public health issues, mitigation/property damage prevention, safety in the home, light search and rescue skills, principles of NIMS/ICS, volunteer management and volunteer activities, serving and integrating people with disabilities, pet care preparedness, CPR/AED training, identity theft workshops, terrorism awareness seminars, and disability-inclusive community preparedness conferences. The delivery of the CERT Basic Training Course and supplement training for CERT members who have completed the basic training, the CERT Train-the-Trainer Course, and the CERT Program Manager Course are strongly encouraged.

- **Overtime and Backfill** – The entire amount of overtime costs, including payments related to backfilling personnel, which are the direct result of attendance at FEMA and/or approved training courses and programs, are allowable. These costs are allowed only to the extent the payment for such services is in accordance with the policies of the State or unit(s) of local government and has the approval of the State or the awarding agency, whichever is applicable. In no case is dual compensation allowable. That is, an employee of a unit of government may not receive compensation from their unit or agency of government AND from an award for a single period of time (e.g., 1:00 p.m. to 5:00 p.m.), even though such work may benefit both activities.

- **Travel** – Costs (e.g., airfare, mileage, per diem, hotel) are allowable as expenses by employees who are on travel status for official business related to approved training.

- **Hiring of Full or Part-Time Staff or Contractors/Consultants** – Payment of salaries and fringe benefits to full or part-time staff or contractors/consultants must be in accordance with the policies of the State or unit(s) of local government and have the approval of the State or awarding agency, whichever is applicable. Such costs must be included within the funding allowed for program management personnel expenses. In no case is dual compensation allowable.

- **Certification/Recertification of Instructors** – States are encouraged to follow the NTE Instructor Quality Assurance Program to ensure a minimum level of competency and corresponding levels of evaluation of student learning. This is particularly important for those courses that involve training of trainers. This information is contained in Information Bulletin #193, issued October 20, 2005. Additional information can be obtained at *http://www.fema.gov/good_guidance/download/10146*.

- **Other Items** – These costs include the rental of equipment and other expenses used specifically for exercises, costs associated with inclusive practices and the provision of reasonable accommodations and modifications to provide full access for children and adults with disabilities.

Unauthorized training-related costs include:

- Reimbursement for the maintenance and/or wear and tear costs of general use vehicles (e.g., construction vehicles) medical supplies, and emergency response apparatus (e.g., fire trucks, ambulances).
- Equipment that is purchased for permanent installation and/or use, beyond the scope of exercise conduct (e.g., electronic messaging signs).
- The purchase of food is not permissible under this grant , subject to prior approval of the Department of Financial Services, explicitly authorized by 2 CFR, Part 225, Appendix B. While this is an allowable purchase by DHS, please note that FDEM adheres to Florida Statues, which are more stringent than federal guidance. Such expenditures are restricted to the rates specified for Class C meals in Section 112.061, Florida Statutes.

E. Exercises

All Urban Areas are required to develop a Multi-Year Training and Exercise Plan (TEP) and submit to the FEMA Grants and Preparedness Community of Interest (COI) on the Homeland Security Information Network (HSIN). Further, Urban Areas are encouraged to develop a Multi-Year Plan and Schedule that takes into consideration anticipated training needs of the Urban Area for at least the immediate year, with exercises being timed to provide responders the opportunity to utilize training received. Further guidance concerning the Training and Exercise Plan and the Training and Exercise Plan Workshop can be found at *https://hseep.dhs.gov*.

Allowable exercise-related costs include:

- **Funds Used to Design, Develop, Conduct, and Evaluate an Exercise** – Includes costs related to planning, meeting space and other meeting costs, facilitation costs, materials and supplies, travel, and documentation. Grantees are encouraged to use government facilities to conduct meetings and conferences whenever possible.

- **Hiring of Full or Part-Time Staff or Contractors/Consultants** – Full or part-time staff may be hired to support exercise-related activities. Such costs must be included within the funding allowed for program management personnel expenses, which must not exceed 15 percent of the total allocation. The applicant's formal written procurement policy or the Federal Acquisition Regulations (FAR) – whichever is more stringent – must be followed. In no case is dual compensation allowable.

- **Overtime and Backfill** – The entire amount of overtime costs, including payments related to backfilling personnel, which are the direct result of time spent on the design, development, and conduct of exercises are allowable expenses. These costs are allowed only to the extent the payment for such services is in accordance with the policies of the State or unit(s) of local government and has the approval of the State or the awarding agency, whichever is applicable. In no case is dual compensation allowable. That is, an employee of a unit of government may not receive compensation from their unit or agency of government AND from an award for a single period of time (e.g., 1:00 p.m. to 5:00 p.m.), even though such work may benefit both activities.

- **Travel** – Travel costs are allowable as expenses by employees who are on travel status for official business related to the planning and conduct of exercise project(s) or HSEEP programmatic requirements as described in the HSEEP website (e.g., Improvement Plan Workshops, Training and Exercise Plan).

- **Supplies** – Supplies are items that are expended or consumed during the course of the planning and conduct of the exercise project(s) (e.g., copying paper, gloves, tape, non-sterile masks, and disposable protective equipment).

- **Other Items** – These costs include the rental of equipment (e.g., portable toilets, tents), food, gasoline, exercise signs, badges, etc.

Unauthorized exercise-related costs include:

- Reimbursement for the maintenance and/or wear and tear costs of general use vehicles (e.g., construction vehicles) and emergency response apparatus (e.g., fire trucks, ambulances).
- Equipment that is purchased for permanent installation and/or use, beyond the scope of exercise conduct (e.g., electronic messaging signs).

Exercise Requirements

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

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

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

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

- **Exercise Scenarios.** The scenarios used in HSGP-funded exercises must be based on the State/Urban Area's Homeland Security Strategy and plans. Acceptable scenarios for SHSP, UASI, MMRS, and CCP exercises include: chemical, biological, radiological, nuclear, explosive, cyber, agricultural and natural or technological disasters. Exercise scenarios must be catastrophic in scope and size as defined by the *National Response Framework.*

  The scenarios used in HSGP-funded exercises must focus on validating existing capabilities and must be large enough in scope and size to exercise multiple tasks and warrant involvement from multiple jurisdictions and disciplines and nongovernmental organizations. Exercise scenarios should also be based on the Multiyear Training and Exercise Plan.

- **Special Event Planning.** If a State or Urban Area will be hosting a special event (e.g., Super Bowl, G-8 Summit) they are approved to participate in a Tier I or Tier II exercise as approved by the National Exercise Program (NEP) Executive Steering Committee per the NEP Implementation Plan. They should plan to use SHSP or UASI funding to finance training and exercise activities in preparation for those events. States and Urban Areas should also consider exercises at major venues (e.g., arenas, convention centers) that focus on evacuations, communications, and command and control. States should also anticipate participating in at least one Regional Exercise annually. States must include all confirmed or planned special events in the Multi-year Training and Exercise Plan.

- **Exercise Evaluation.** All exercises will be capabilities and performance-based and evaluated using Exercise Evaluation Guides (EEGs) found on the HSEEP website at *https://hseep.dhs.gov.* An After-Action Report/Improvement Plan (AAR/IP) will be prepared and submitted to the FEMA Grants and Preparedness Community of Interest (COI) on the Homeland Security Information Network (HSIN) within 90 days following completion of the exercise, regardless of type or scope. AAR/IPs must conform to the HSEEP format, should capture objective data pertaining to exercise conduct, and must be developed based on information gathered through EEGs found in HSEEP. All applicants are encouraged to use the Lessons Learned Information Sharing System as a source for lessons learned and to exchange best practices.

- **Role of Non-Governmental Entities in Exercises.** Non-governmental participation in all levels of exercises is strongly encouraged. Leaders from nongovernmental entities should be included in the planning, conduct, and evaluation of an exercise. State, local, tribal, and territorial jurisdictions are encouraged to develop exercises that test the integration and use of non-governmental resources provided by non-governmental entities, defined as the private sector and private non-profit, faith-based, community, volunteer, and other non-governmental organizations. Non-governmental participation in exercises should be coordinated with the local Citizen Corps Council(s) and other partner agencies.

Unauthorized Exercise Costs

Unauthorized exercise-related costs include:

- Reimbursement for the maintenance and/or wear and tear costs of general use vehicles (e.g., construction vehicles) and emergency response apparatus (e.g., fire trucks, ambulances).
- Equipment that is purchased for permanent installation and/or use, beyond the scope of exercise conduct (e.g., electronic messaging signs).

F. **Management and Administration** - no more than 5% of each sub-recipient's total award may be expended on Management and Administration costs.

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

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

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

Overtime costs - Overtime are allowable for personnel to participate in information, investigative, and intelligence sharing activities specifically related to homeland security and specifically requested by a Federal agency. Allowable costs are limited to overtime associated with federally requested participation in eligible fusion activities including anti-terrorism task forces, Joint Terrorism Task Forces (JTTFs), Area Maritime Security Committees (as required by *Maritime Transportation Security Act of 2002),* DHS Border Enforcement Security Task Forces, and Integrated Border Enforcement Teams. Grant funding can only be used in proportion to the Federal man-hour estimate, and only after funding for these activities from other Federal sources (i.e. FBI JTTF payments to State and

local agencies) has been exhausted. Under no circumstances should DHS grant funding be used to pay for costs already supported by funding from another Federal source.

Operational overtime costs. In support of efforts to enhance capabilities for detecting, deterring, disrupting, and preventing acts of terrorism, operational overtime costs are allowable for increased security measures at critical infrastructure sites. FY 2013 SHSP or UASI funds for organizational costs may be used to support select operational expenses associated with increased security measures at critical infrastructures sites in the following authorized categories:

- Backfill and overtime expenses (as defined in FOA) for staffing State or Major Urban Area fusion centers;
- Hiring of contracted security for critical infrastructure sites;
- Public safety overtime (as defined in FOA)
- Title 21 or State Active Duty National Guard deployments to protect critical infrastructure sites, including all resources that are part of the standard National Guard deployment package); and
- Increased border security activities in coordination with CPB, as outlined in Information Bulletin 135.

FY 2013 SHSP funds may only be spent for operational overtime costs upon prior approval provided in writing by the FEMA Administrator.

Travel expenses

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

Acquisition of authorized office equipment, including:

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

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

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

G. Unauthorized Expenditures

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

H. Construction and Renovation

Project construction using SHSP and UASI funds may not exceed the greater of $1,000,000 or 15% of the grant award. For the purposes of the limitations on funding levels, communications towers are not considered construction.

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Written approval must be provided by FEMA prior to the use of any HSGP funds for construction or renovation. When applying for construction funds, including communications towers, at the time of application, grantees are highly encouraged to submit evidence of approved zoning ordinances, architectural plans, any other locally required planning permits and documents, and to have completed as many steps as possible for a successful EHP review in support of their proposal for funding (e.g., completing the FCC's Section 06 review process for tower construction projects; coordination with their State Historic Preservation Office to identify potential historic preservation issues and to discuss the potential for project effects). Projects for which the grantee believes and Environmental Assessment (EA) may be needed, as defined in 44 CFR 10.8 and 10.9, must also be identified to the FEMA Program Analyst within six (6) months of the award and completed EHP review packets must be submitted no later than 12 months before the end of the Period of Performance. EHP review packets should be sent by the SAA to FEMA for review.

FEMA is legally required to consider the potential impacts of all HSGP projects on environmental resources and historic properties. Grantees must comply with all applicable environmental planning and historic preservation (EHP) laws, regulations, and Executive Orders (EOs) in order to draw down their FY

2013 HSGP grant funds. To avoid unnecessary delays in starting a project, grantees are encouraged to pay close attention to the reporting requirements for an EHP review. For more information on FEMA's EHP requirements please refer to Bulletins 329 and 345 (http://www.fema.gov/government/grant/bulletins/indes.shtm).

FY 2013 HSGP Program grantees using funds for construction projects must comply with the *Davis-Bacon Act* (40 U.S.C. 3141 *et seq.*). Grant recipients must ensure that their contractors or subcontractors for construction projects pay workers employed directly at the work-site no less than the prevailing wages and fringe benefits paid on projects of a similar character. Additional information, including Department of Labor wage determinations, is available from the following website: http://www.dol.gov/compliance/laws/comp-dbra.htm.

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

Approval Process:
In order for grantees to drawdown funds for construction and renovation costs, the grantee must provide the Division with:

- A description of the asset or facility, asset location, whether the infrastructure is publicly or privately owned, and the construction or renovation project;
- Certification that a facility vulnerability assessment has been conducted
- An outline addressing how the construction or renovation project will address the identified vulnerabilities from the assessment
- Consequences of not implementing the construction or renovation project
- Any additional information requested by FEMA to ensure compliance with Federal environmental and historic preservation requirements

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

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

J. Overtime and Backfill Guidance

Personnel (SHSP and UASI) – Personnel hiring, overtime, and backfill expenses are permitted under this grant in order to perform allowable FY 2013 HSGP planning, training, exercise, and equipment activities. A personnel cost cap of up to 50 percent (50%) of the total SHSP and UASI program funds may be used for personnel and personnel-related activities as directed by the *Personnel Reimbursement for Intelligence Cooperation and Enhancement (PRICE) of Homeland Security Act* (Public Law 110-412). Grantees who wish to seek a waiver from the personnel cost cap must provide documentation explaining why the cap should be waived; waiver requests will be considered only under extreme circumstances. In general, the use of SHSP and UASI funding to pay for staff and/or contractor regular time or overtime/backfill is considered a personnel cost.

For further details, please refer to Information Bulletin 358.

FY 2013 HSGP funds may not be used to support the hiring of any personnel for the purposes of fulfilling traditional public health and safety duties or to supplant traditional public health and safety positions and responsibilities.

Definitions for hiring, overtime, and backfill-related overtime, and supplanting remain unchanged from FY 2011 HSGP.

K. National Incident Management System (NIMS) Compliance
HSPD-5, "*Management of Domestic Incidents*," mandated the creation of NIMS and the National Response Plan (NRP). NIMS provides a consistent framework for entities at all jurisdictional levels to work together to manage domestic incidents, regardless of cause, size, or complexity. To promote interoperability and compatibility among Federal, State, local, and tribal capabilities, NIMS includes a core set of guidelines, standards, and protocols for command and management, preparedness, resource management, communications and information management, supporting technologies, and management and maintenance of NIMS. The NRP, using the template established by NIMS, is an all-discipline, all-hazards plan that provides the structure and mechanisms to coordinate operations for evolving or potential Incidents of National Significance, which are major events that "require a

coordinated and effective response by an appropriate combination of Federal, State, local, tribal, private sector, and nongovernmental entities."
The NIMS Integration Center (NIC) recommends **38 NIMS Compliance Objectives** for nongovernmental organizations that support NIMS implementation. These activities closely parallel the implementation activities that have been required of State, territorial, tribal, and local governments since 2004 and can be found at www.fema.gov/pdf/emergency/nims/ngo_fs.pdf. To integrate nonprofit organizations into the broader national preparedness effort, DHS encourages grantees to consider pursuing these recommended activities.
Additionally, nongovernmental organizations grantees and sub-grantees will be required to meet certain NIMS compliance requirements. This includes all emergency preparedness, response, and/or security personnel in the organization participating in the development, implementation, and/or operation of resources and/or activities awarded through this grant must complete training programs consistent with the NIMS National Standard Curriculum Development Guide. Minimum training includes IS-700 NIMS: An Introduction. In addition, IS-800.a NRP: An Introduction, Incident Command System (ICS-100), Incident Command System (ICS-200), Intermediate Incident Command System (G-300), and Advanced Incident Command System (G-400) are also recommended. For additional guidance on NIMS training, please refer to http://www.fema.gov/emergency/nims/nims_training.shtm.
Additional information about NIMS implementation and resources for achieving compliance are available through the NIMS Integration Center (NIC), at http://www.fema.gov/emergency/nims/.

III. Reporting Requirements

1. Quarterly Programmatic Reporting:
The Quarterly Programmatic Report is due within 30 days after the end of the reporting periods (March 30, June 30, September 30 and December 30) for the life of this contract.

- If a report(s) is delinquent, future financial reimbursements will be withheld until the Recipient's reporting is current.
- If a report goes 2 consecutive quarters without Recipient providing information in the narrative portion of the Quarterly Status Report, Report will be denied until narrative is provided, also financial reimbursements will be withheld until the required information has been submitted.

Programmatic Reporting Schedule

Reporting Period	Report due to DEM no later than
January 1 through March 31	April 30
April 1 through June 30	July 31
July 1 through September 30	October 31
October 1 through December 31	January 31

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

3. Reimbursement Requests:
A request for reimbursement may be sent to your grant manager for review and approval at anytime during the contract period. The Recipient should include the category's corresponding line item number in the "Detail of Claims" form. This number can be found in the "Proposed Program Budget". A line item number is to be included for every dollar amount listed in the "Detail of Claims" form.

4. Close-out Programmatic Reporting:
The Close-out Report is due to the Florida Division of Emergency Management no later than 45 calendar days after the agreement is either completed or the agreement has expired.

5. Monitoring:

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

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

Monitoring is accomplished utilizing various methods including desk monitoring and on-site visits. There are two primary areas reviewed during monitoring activities - financial and programmatic monitoring. Financial monitoring is the review of records associated with the purchase and disposition of property, projects and contracts. Programmatic monitoring is the observation of equipment purchased, protocols and other associated records. Various levels of financial and programmatic review may be accomplished during this process.

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

Frequency of annual monitoring activity:

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

Areas that will be examined include:

Management and administrative procedures;
Grant folder maintenance;
Equipment accountability and sub-hand receipt procedures;
Program for obsolescence;
Status of equipment purchases;
Status of training for purchased equipment;
Status and number of response trainings conducted to include number trained;
Status and number of exercises;
Status of planning activity;
Anticipated projected completion;
Difficulties encountered in completing projects;
Agency NIMS/ICS compliance documentation;
Equal Employment Opportunity (EEO Status);
Procurement Policy

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

Desk monitoring is an on-going process. Recipients will be required to participate in desk top monitoring on an annual basis and as determined by the FDEM. This contact will provide an opportunity to identify the need for technical assistance (TA) and/or a site visit if the FDEM determines that a recipient is having difficulty completing their project.

As difficulties/deficiencies are identified, the respective region or sponsoring agency will be notified by the program office via email. Information will include the grant recipient agency name, year and project description and the nature of the issue in question. Many of the issues that arise may be resolved at the regional or sponsoring agency level. Issues that require further TA will be referred to the FDEM for assistance. Examples of TA include but are not limited to:

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

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

The FDEM will also conduct coordinated financial and grant file monitoring. These monitoring visits will be coordinated with the capability review visits. Subject matter experts from other agencies within the region or state may be called upon to assist in the form of a peer review as needed.

All findings related to the capability review will be documented and maintained within the FDEM.

On-site Monitoring Protocol

On-site Monitoring Visits will begin with those grantees that are currently spending or have completed spending for that federal fiscal year (FFY). Site visits may be combined when geographically convenient. There is a financial and programmatic on-site monitoring checklist to assist in the completion of all required tasks.

Site Visit Preparation

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

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

The physical location of any equipment located at an alternate site should be confirmed with a representative from that location and the address should be documented in the grantee folder before the site visit.

On-Site Monitoring Visit

Once FDEM personnel have arrived at the site, an orientation conference will be conducted. During this time, the purpose of the site visit and the items FDEM intends to examine will be identified. If financial monitoring visit will be conducted, they will then explain their objectives and will proceed to perform the financial review.

FDEM personnel will review all files and supporting documentation. Once the supporting documentation has been reviewed, a tour/visual/spot inspection of equipment will be conducted.

Each item should be visually inspected whenever possible. Bigger items (computers, response vehicles, etc.) should have an asset decal (information/serial number) placed in a prominent location on each piece of equipment as per recipient agency requirements. The serial number should correspond with the appropriate receipt to confirm purchase. Photographs should be taken of the equipment (large capitol expenditures in excess of $1,000. per item).

If an item is not available (being used during time of the site visit), the appropriate documentation must be provided to account for that particular piece of equipment. Once the tour/visual/spot inspection of equipment has been completed, the FDEM personnel will then conduct an exit conference with the grantee to review the findings.

Other programmatic issues can be discussed at this time, such as missing quarterly reports, payment voucher/reimbursement, equipment, questions, etc.

Post Monitoring Visit

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

Within 30 calendar days of the site visit, a monitoring report will be generated and sent to the grantee explaining any issues and corrective actions required or recommendations. Should no issues or findings be identified, a monitoring report to that effect will be generated and sent to the grantee. The grantee will submit a Corrective Action Plan within a timeframe as determined by the FDEM. Noncompliance on behalf of sub-grantees is resolved by management under the terms of the Sub grant Agreement.

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

K. Programmatic Point of Contact

Contractual Point of Contact	Programmatic Point of Contact
Alonzo Joseph FDEM 2555 Shumard Oak Blvd. Tallahassee, FL 32399-2100 (850)488-3133 Alonzo.Joseph@em.myflorida.com	Owen Roach FDEM 2555 Shumard Oak Blvd. Tallahassee, FL 32399-2100 (850) 410-1599 Owen.Roach@em.myflorida.com

L. Contractual Responsibilities

- The FDEM shall determine eligibility of projects and approve changes in scope of work.
- The FDEM shall administer the financial processes.

ATTACHMENT C

DELIVERABLES

The Miami-Fort Lauderdale Urban Areas Security Initiative (UASI) contains the 8th most populated Metropolitan Statistical Area (MSA) in the nation, with a 2012 estimated population of 5.8 million residents. The Department of Homeland Security has determined that the MSA has the 12th highest risk in relationship to the other MSAs in the United States. The MSA is a popular tourist destination and ranks 10th in the nation for visitors. The wide maritime borders of Southeast Florida share international waters with many countries and are in close proximity to island nations. Hazard Vulnerability Analysis (HVAs) and threat assessments, including a 2012 THIRA, have been previously conducted to gauge the risks associated with both natural and anthropogenic disasters. The potential for natural, technological, and human hazards is high in the region. The risk from natural hazards is significant, and Miami is the most vulnerable city in the nation to hurricanes. Vulnerabilities to radiological incidents, transportation accidents, and cyber attacks are also high. Civil disturbances, terrorism, and mass migration events have occurred in the UASI in the past. The UASI's current year Investments build upon prior year's efforts to enhance capabilities in prevention of, protection from, mitigation of, response to, and recovery from terrorism.

In addition, the Recipient is to complete the following projects as described below throughout the agreement period to ensure compliance and coordination with the Homeland Security Grant Program. Items listed below are to be reviewed quarterly to ensure recipients' compliance. Documentation supporting the completion of the issues outlined below shall be submitted along with the Quarterly Financial report.

Project Title/Description	Project Amount	Recipient Agency
Prevention Screening, Search & Detection- video surveillance System (Coral Springs); License Plate Reader, Rapid ID scanner (Hollywood)	$242,769.00	Coral Springs:$120,544; Hollywood: $122,225
Access Control & Identity Verification- access control equipment (monitoring, video monitor, video analytics)	$247,773.00	Miramar:$120,714; Miami Dade: $63,559; Coral Gables: $63,450
Community Resilience- Planning provided by 1 planner position (Broward); training TBD (Key Biscayne)	$83,101.00	Broward Co:$66,720; Key Biscayne: $16381

Cyber security- software for data gathering from multiple security sources, such as firewalls, intrusion detection systems, malware systems, etc.	$96,923.00	Miami Beach
Economic Recovery- exercise the Recovery Plan; individual assistance and public assistance assessments	$23,908.00	This project will include but not be limited to expanding knowledge related to post-disaster damage assessments. This will include an exercise, and if necessary, training to fill any knowledge gaps. To be held in Palm Beach County
Environmental Response/Health & Safety- PPE, Radiation Detection equipment, Air Monitor (Miami Dade); C50 1st Responder Kits (Ft. Lauderdale); PPE TRT NFPA compliant (Broward)	$113,095.00	Miami Dade:$58,000; Ft. Lauderdale:$35,100; Broward SO:$19,995;
Long Term Vulnerability Reduction- Air support maintenance (helicopter/$150,000); Fire Vessel Maintenance (2 boats/$54,839); EOC sustainment (technology costs/$35,000); Repair & Replacement of equipment ($27,420)	$283,257.00	This project will maintain and sustain equipment that was previously purchased with the UASI grant. Equipment that will be maintained and sustained includes but is not limited to an air support helicopter, the UASI Fire Vessel, EOC sustainment, and other equipment. Agency is Miami.
Mass Search & Rescue Operations- Technical Rescue Team, Water Rescue Capabilities: three 16' Jon boats	$30,000.00	Broward SO

Operational Communications- Hialeah-replace analog system w/ digital; Pembroke Pines-radios, trunking system, radio to radio encryption antennas, microphone, batteries etc.; Sunrise-radio; Monroe-radios	$737,907.00	This project includes but is not limited to the purchase of P-25 compliant radio systems throughout the Miami-Fort Lauderdale UASI Region. These radio systems will allow for inter-agency communication that will enhance response in the region and increase the efficiency of mutual aid. Hialeah:$364,564; Pembroke Pines:$121,140; Sunrise:$118,800; Monroe:$96925
Operational Coordination- ICS 300 Training (Miami Dade); WebEOC software (multiple); COOP equipment & Training (Palm Bch Co); IMT Development (Broward); Unified Command Post upgrade (Broward SO); Backfill/overtime (Ft. Lauderdale); Responder Notification & Collaboration (multiple)	$751,907.00	Miami Dade:$301,703; Palm Bch Co:$105,000; Broward Co:$66,720; Broward SO:$53,000; Ft. Lauderdale:$16,000; Multiple:$209,484
Physical Protective Measures- fencing; bollards; scanner/security guard access, cameras- target hardening of the MDPD Communication Bureau	$48,855.00	Miami Dade

Planning-multidisciplinary planning initiatives	$1,242,444.00	This project involves planner positions to support the needs of the UASI region. The planners will ensure compliance with UASI, Department of Homeland Security, & State guidance. Additionally, planners will contribute to local, regional, & statewide plans. Miami:$274,659-exercise, plans revision & training (ICS, Hazmat 160 and others); Multiple:$200,000-regional training & exercise; Miami-Dade:$193,558-Whole Community Planning; Miami:$160,000-Planning Coordinator (1 yr); Multiple:$95,226-Citizen Corps; Multiple:$95,000-Reg Program Mgr for regional planning; Miami:$80,000-EM Planner for general planning relate to UASI program; Multiple:$65,000-Reg Training & Exercise Planner; Hialeah:$50,000-EOC Planner sustainment; Miami:$15,000-trael for staff Palm Bch Co:$5000-Terrorism Response Planning; Ft. Lauderdale:$9000-CERT Planning, Training & Equipment
Intelligence & Information Sharing-	$410,258.00	Palm Beach SO:$242,000 (4 analysts @ $60,500); Multiple:$100,000 for a R-LEX Regional Coordinator/Trainer; Palm Beach SO: $48,258-Systems Intelligence Sharing; Multiple:$20,000-Systems Intelligence Sharing

Protection Screening, Search & Detection- Shot Spotter to detect gun shots (Miami Gardens); CCTV for Miami PD to deploy in area of soft targets-view remotely	$164,683.00	Miami Gardens:$120,194; Miami:$44,489
Public Information & Warning- Alert & notification annual fees	$100,000.00	This project supports the "Whole Community Concept" & will sustain or upgrade public information & warning systems throughout the UASI region. In addition, this project will support the sustainment of the Miami-Dade public alert system first established in FY09. Agency is Miami Dade.
Recovery Infrastructure Systems- maintenance & sustainment of equipment (servers, storage units, desktops, laptops etc.)	$40,000.00	This project will maintain the current City of Miami information technology redundancies. It will serve to support the costs required to sustain the back-up disaster recovery site.
Response Infrastructure Systems- Ethernet Secured @ Fire College for redundant Communications	$10,000.00	Miami

Situational Assessment-equipment to assess a situation	$272,420.00	Miami-Dade:$60,000-Real Time X-ray; Hialeah:$50,000-LPR Analyst Sustainment; Ft. Lauderdale:$40,000-EOC enhancements; Broward SO:$30,000-EOD/IED tool kits; Miami Dade:$30,000-clipon night vision thermal; Ft. Lauderdale:$29,769-toughbook computer; Miami Dade:$15,000-long pole search system Miami Dade:$12,000-laptop for X-ray; Palm Bch SO:$5,650-X-Ray generator
Risk Mg for Protection Programs & Activates-ACAMS assessments ($50,000); Business and Community Partners Against Terrorism initiative ($30,000)	$80,000.00	Palm Beach SO

Attachment D

Program Statutes, Regulations and Special Conditions

1) 53 Federal Register 8034
2) 31 U.S.C. §1352
3) Chapter 473, Florida Statutes
4) Chapter 215, Florida Statutes
5) E.O. 12372 and Uniform Administrative Requirements for Grants and Cooperative Agreements 28 CFR Part 66, Common rule
6) Uniform Relocation Assistance and Real Property Acquisitions Act of 1970
7) Section 102(a) of the Flood Disaster Protection Act of 1973, Public Law 93-234, 87 Stat. 975
8) Section 106 of the National Historic Preservation Act of 1966 as amended (16 USC 470), Executive Order 11593
9) Archeological and Historical Preservation Act of 1966 (16 USC 569a-1 et seq.)
10) Title I of the Omnibus Crime Control and Safe Streets Act of 1968,
11) Juvenile Justice and Delinquency Prevention Act, or the Victims of Crime Act
12) 28 CFR applicable to grants and cooperative agreements
13) Omnibus Crime Control and Safe Streets Act of 1968, as amended,
14) 42 USC 3789(d), or Victims of Crime Act (as appropriate);
15) Title VI of the Civil Rights Act of 1964, as amended;
16) Section 504 of the Rehabilitation Act of 1973, as amended;
17) Subtitle A, Title II of the Americans with Disabilities Act (ADA) (1990);
18) Title IX of the Education Amendments of 1972;
19) Age Discrimination Act of 1975; Department of Justice Non-Discrimination Regulations,
20) 28 CFR Part 42, Subparts C,D,E, and G
21) Department of Justice regulations on disability discrimination, 28 CFR Part 35 and Part 39
22) Chapter 252, Florida Statutes
23) Rule Chapters 27P-6, 27P-11, and 27P-19, Florida Administrative Code
24) 44 CFR, (Code of Federal Regulations) Part 13 (Common Rule)
25) 44 CFR, Part 302
26) 48 CFR, Part 31
27) OMB Circular A-21, A-102, A-110, A-122, A-128, A-87 and A-133

Special Conditions

1. The Recipient shall comply with the most recent version of the Administrative Requirements, Cost Principles, and Audit Requirements. A non-exclusive list of regulations commonly applicable to Department of Homeland Security grants are listed below:

   A. Administrative Requirements
   - 44 CFR Part 13, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments (also known as the "A-102 Common Rule").
   - 2 CFR Part 215, Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations (OMB Circular A-110)

   B. Cost Principles
   - 2 CFR Part 225, Cost Principles for State, Local and Indian Tribal Governments (OMB Circular A-87)
   - 2 CFR Part 220, Cost Principles for Educational Institutions (OMB Circular A-21)
   - 2 CFR Part 230, Cost Principles for Non-Profit Organizations (OMB Circular A-122)

C. Audit Requirements for State

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

2. Recipient understands and agrees that it cannot use any federal funds, either directly or indirectly, in support of the enactment, repeal, modification or adoption of any law, regulation or policy, at any level of government, without the express prior written approval of FEMA.

3. The recipient agrees that all allocations and use of funds under this grant will be in accordance with the FY 2013 Homeland Security Grant Program guidance and application kit.

4. The recipient shall not undertake any project having the potential to impact Environmental or Historical Preservation (EHP) resources without the prior approval of FEMA, including but not limited to communications towers, physical security enhancements involving ground disturbance, new construction, and modifications to buildings, structures and objects that are 50 years old or older, and purchase and use of sonar equipment. Recipient must comply with all conditions placed on the project as the result of the EHP review. Any change to the approved project scope of work will require re-evaluation for compliance with these EHP requirements. If ground disturbing activities occur during project implementation, the recipient must ensure monitoring of ground disturbance, and if any potential archeological resources are discovered, the recipient will immediately cease construction in that area and notify FEMA and the appropriate State Historic Preservation Office. Any construction activities that have been initiated without the necessary EHP review and approval will result in a non-compliance finding and will not be eligible for FEMA funding.

5. The recipient is prohibited from obligation or expending Operation Stonegarden (OPSG) funds provided through this award until each unique, specific or modified county level or equivalent Operational Order/Frag Operations Order with embedded estimated operational budget has been reviewed and approved through an official email notice issued by FEMA removing this special programmatic condition. The Operations Order approval process/structure is as follows: Operations Orders are submitted to (1) the appropriate Customs and Border Protection (CBP) Border Patrol (BP) Sector Headquarters (HQ); upon approval by the Sector HQ, forwarded through the Border Patrol Enforcement Transfer System (BPETS) system to (2) the OPSG Coordinator, CPB/BP Washington, DC and upon approval forwarded to (3) Federal Emergency Management Agency (FEMA), Grant Programs Directorate (GPD), Grant Development and Administration Division (GD&A). Notification of release of programmatic hold will be sent by FEMA via email to the State Administrative Agency (SAA) with a copy to OPSG Coordinator at CBP/BP HQ, Washington, DC.

Attachment E

JUSTIFICATION OF ADVANCE PAYMENT

RECIPIENT:

If you are requesting an advance, indicate same by checking the box below.

[ ] **ADVANCE REQUESTED**

Advance payment of $ _____ is requested. Balance of payments will be made on a reimbursement basis. These funds are needed to pay staff, award benefits to clients, duplicate forms and purchase start-up supplies and equipment. We would not be able to operate the program without this advance.

If you are requesting an advance, complete the following chart and line item justification below.

ESTIMATED EXPENSES

BUDGET CATEGORY/LINE ITEMS (list applicable line items)	20___-20___ Anticipated Expenditures for First Three Months of Contract
For example ADMINISTRATIVE COSTS (Include Secondary Administration.)	
For example PROGRAM EXPENSES	
TOTAL EXPENSES	

LINE ITEM JUSTIFICATION **(For each line item, provide a detailed justification explaining the need for the cash advance. The justification must include supporting documentation that clearly shows the advance will be expended within the first ninety (90) days of the contract term. Support documentation should include quotes for purchases, delivery timelines, salary and expense projections, etc. to provide the Division reasonable and necessary support that the advance will be expended within the first ninety (90) days of the contract term. Any advance funds not expended within the first ninety (90) days of the contract term shall be returned to the Division Cashier, 2555 Shumard Oak Boulevard, Tallahassee, Florida 32399 within thirty (30) days of receipt, along with any interest earned on the advance)**

_____

_____

_____

_____

_____

Attachment F

Warranties and Representations

Financial Management

Recipient's financial management system must include the following:

(1) Accurate, current and complete disclosure of the financial results of this project or program

(2) Records that identify the source and use of funds for all activities. These records shall contain information pertaining to grant awards, authorizations, obligations, unobligated balances, assets, outlays, income and interest.

(3) Effective control over and accountability for all funds, property and other assets. Recipient shall safeguard all assets and assure that they are used solely for authorized purposes.

(4) Comparison of expenditures with budget amounts for each Request For Payment. Whenever appropriate, financial information should be related to performance and unit cost data.

(5) Written procedures to determine whether costs are allowed and reasonable under the provisions of the applicable OMB cost principles and the terms and conditions of this Agreement.

(6) Cost accounting records that are supported by backup documentation.

Competition

All procurement transactions shall be done in a manner to provide open and free competition. The Recipient shall be alert to conflicts of interest as well as noncompetitive practices among contractors that may restrict or eliminate competition or otherwise restrain trade. In order to ensure excellent contractor performance and eliminate unfair competitive advantage, contractors that develop or draft specifications, requirements, statements of work, invitations for bids and/or requests for proposals shall be excluded from competing for such procurements. Awards shall be made to the bidder or offeror whose bid or offer is responsive to the solicitation and is most advantageous to the Recipient, considering the price, quality and other factors. Solicitations shall clearly set forth all requirements that the bidder or offeror must fulfill in order for the bid or offer to be evaluated by the Recipient. Any and all bids or offers may be rejected when it is in the Recipient's interest to do so.

Codes of conduct.

The Recipient shall maintain written standards of conduct governing the performance of its employees engaged in the award and administration of contracts. No employee, officer, or agent shall participate in the selection, award, or administration of a contract supported by public grant funds if a real or apparent conflict of interest would be involved. Such a conflict would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated, has a financial or other interest in the firm selected for an award. The officers, employees, and agents of the Recipient shall neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or parties to subcontracts. The standards of conduct shall provide for disciplinary actions to be applied for violations of the standards by officers, employees, or agents of the Recipient.

Business Hours

The Recipient shall have its offices open for business, with the entrance door open to the public, and at least one employee on site, from Monday to Friday 8am to 5pm excluding holidays

Licensing and Permitting

All subcontractors or employees hired by the Recipient shall have all current licenses and permits required for all of the particular work for which they are hired by the Recipient.

Attachment G

Certification Regarding Debarment, Suspension, Ineligibility And Voluntary Exclusion

Subcontractor Covered Transactions

(1) The prospective subcontractor of the Recipient, _____, certifies, by submission of this document, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

(2) Where the Recipient's subcontractor is unable to certify to the above statement, the prospective subcontractor shall attach an explanation to this form.

SUBCONTRACTOR:

_____

By:_____ _____

Signature Recipient's Name

_____ _____

Name and Title DEM Contract Number

_____ _____

Street Address Project Number

_____

City, State, Zip

_____

Date

Attachment H

Statement of Assurances

The Recipient hereby assures and certifies compliance with all Federal statutes, regulations, policies, guidelines and requirements, including OMB Circulars No. A-21, A-110, A-122, A-128, A-87; E.O. 12372 and Uniform Administrative Requirements for Grants and Cooperative Agreements 28 CFR, Part 66, Common rule, that govern the application, acceptance and use of Federal funds for this federally-assisted project. Also the Applicant assures and certifies that:

1. It will comply with requirements of the provisions of the Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (P.L. 91-646) which provides for fair and equitable treatment of persons displaced as a result of Federal and federally-assisted programs.

2. It will comply with provisions of Federal law which limit certain political activities of employees of a State or local unit of government whose principal employment is in connection with an activity financed in whole or in part by Federal grants. (5 USC 1501,et. seq.)

3. It will comply with the minimum wage and maximum hour's provisions of the Federal Fair Labor Standards Act.

4. It will establish safeguards to prohibit employees from using their positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business, or other ties.

5. It will give the sponsoring agency or the Comptroller General, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the grant.

6. It will comply with all requirements imposed by the Federal sponsoring agency concerning special requirements of law, program requirements, and other administrative requirements.

7. It will ensure that the facilities under its ownership, lease or supervision which shall be utilized in the accomplishment of the project are not listed on the Environmental Protection Agency's (EPA) list of Violating Facilities and that it will notify the Federal grantor agency of the receipt of any communication from the Director of the EPA Office of Federal Activities indicating that a facility to be used in the project is under consideration for listing by the EPA.

8. It will comply with the flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973, Public Law 93-234, 87 Stat. 975, approved December 31, 1976, Section 102(a) requires, on and after March 2, 1975, the purchase of flood insurance in communities where such insurance is available as a condition for the receipt of any Federal financial assistance for construction or acquisition purposes for use in any area that has been identified by the Secretary of the Department of Housing and Urban Development as an area having special flood hazards. The phrase "Federal financial assistance" includes any form of loan, grant, guaranty, insurance payment, rebate, subsidy, disaster assistance loan or grant, or any other form of direct or indirect Federal assistance.

9. It will assist the Federal grantor agency in its compliance with Section 106 of the National Historic Preservation Act of 1966 as amended (16 USC 470), Executive Order 11593, and the Archeological and Historical Preservation Act of 1966 (16 USC 569a-1 et seq.) by (a) consulting with the State Historic Preservation Officer on the conduct of Investigations, as necessary, to identify properties listed in or eligible for inclusion in the National Register of Historic Places that are subject to adverse effects (see 36 CFR Part 800.8) by the activity, and notifying the Federal grantor agency of the existence of any such properties and by (b) complying with all requirements established by the Federal grantor agency to avoid or mitigate adverse effects upon such properties.

10. It will comply, and assure the compliance of all its subgrantees and contractors, with the applicable provisions of Title I of the Omnibus Crime Control and Safe Streets Act of 1968, as amended, the Juvenile Justice and Delinquency Prevention Act, or the Victims of Crime Act, as appropriate; the provisions of the current edition of the Office of Justice Programs Financial and Administrative Guide for Grants, M7100.1; and all other applicable Federal laws, orders, circulars, or regulations.

11. It will comply with the provisions of 28 CFR applicable to grants and cooperative agreements including Part 18, Administrative Review Procedure; Part 20, Criminal Justice Information Systems; Part 22, Confidentiality of Identifiable Research and Statistical Information; Part 23, Criminal Intelligence Systems Operating Policies; Part 30, Intergovernmental Review of Department of Justice Programs and Activities; Part 42, Nondiscrimination/Equal Employment Opportunity Policies and Procedures; Part 61, Procedures for Implementing the National Environmental Policy Act; Part 63, Floodplain Management and Wetland Protection Procedures; and Federal laws or regulations applicable to Federal Assistance Programs.

12. It will comply, and all its contractors will comply, with the non-discrimination requirements of the Omnibus Crime Control and Safe Streets Act of 1968, as amended, 42 USC 3789(d), or Victims of Crime Act (as appropriate); Title VI of the Civil Rights Act of 1964, as amended; Section 504 of the Rehabilitation Act of 1973, as amended; Subtitle A, Title II of the Americans with Disabilities Act (ADA) (1990); Title IX of the Education Amendments of 1972; the Age Discrimination Act of 1975; Department of Justice Non-Discrimination Regulations, 28 CFR Part 42, Subparts C,D,E, and G; and Department of Justice regulations on disability discrimination, 28 CFR Part 35 and Part 39.

13. In the event a Federal or State court or Federal or State administrative agency makes a finding of discrimination after a due process hearing on the Grounds of race, color, religion, national origin, sex, or disability against a recipient of funds, the recipient will forward a copy of the finding to the Office for Civil Rights, Office of Justice Programs.

14. It will provide an Equal Employment Opportunity Program if required to maintain one, where the application is for $500,000 or more.

15. It will comply with the provisions of the Coastal Barrier Resources Act (P.L. 97-348) dated October 19, 1982 (16 USC 3501 et seq.) which prohibits the expenditure of most new Federal funds within the units of the Coastal Barrier Resources System.

16. DRUG-FREE WORKPLACE (GRANTEES OTHER THAN INDIVIDUALS) As required by the Drug-Free Workplace Act of 1988, and implemented at 28 CFR Part 67, Subpart F, for grantees, as defined at 28 CFR Part 67 Sections 67.615 and 67.620.

Attachment I

Reimbursement Check List

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

Equipment

☐ 1. Have all invoices been included?

☐ 2. Has an AEL # been identified for each purchase?

☐ 3. If service/warranty expenses are listed, are they only for the performance period of the grant?

☐ 4. Has proof of payment been included? (E.g. canceled check, Electronic Funds Transfer (EFT) confirmation, or P-Card back up documentation which will include receipt with vendor, copy of credit card statement showing expense charged, and payment to credit card company for that statement)

☐ 5. If EHP form needed – has copy of it and approval from State/DHS been included?

Planning

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

☐ 1. Does the amount billed by consultant add up correctly?

☐ 2. Has all appropriate documentation to denote hours worked been properly signed?

☐ 3. Have copies of all planning materials and work product (e.g. meeting documents, copies of plans) been included? (If a meeting was held by recipient or contractor/consultant of recipient, an agenda and signup sheet with meeting date must be included).

☐ 4. Has the invoice from consultant/contrator been included?

☐ 5. Has proof of payment been included? (E.g. canceled check, Electronic Funds Transfer (EFT) confirmation, or P-Card back up documentation which will include receipt with vendor, copy of credit card statement showing expense charged, and payment to credit card company for that statement).

☐ 6. Has Attachment G (found within Agreement with FDEM) been completed for this consultant and included in the reimbursement package?

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

☐ 1. Have the following been provided: signed time sheet by employee and supervisor and proof that employee was paid for time worked (statement of earnings, copy of payroll check or payroll register)? Has a time period summary sheet been included for total claimed amount?

☐ 2. Does the back-up documentation provided match the time period for which reimbursement is being requested?

Training

☐ 1. Is the course DHS approved? Is there a course or catalog number? If not, has FDEM approved the non-DHS training? Is supporting documentation included your reimbursement request?

☐ 2. Have sign-in sheets, rosters and agenda been provided?

☐ 3. If billing for overtime and/or backfill, has a spreadsheet been provided that lists attendee names, department, # of hours spent at training, hourly rate and total amount paid to each attendee? Have print outs from entity's financial system been provided as proof

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

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

Exercise

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

Travel/Conferences

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

Organization

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

Matching Funds

☐ 1. Contributions are from Non Federal funding sources.

☐ 2. Contributions are from cash or in-kind contributions which may include training investments.

☐ 3. Contributions are not from salary, overtime or other operational costs unrelated to training.

For All Reimbursements - The Final Check

☐ 1. Have Forms 3, 4a, 4b and 4c been completed and included with each request for reimbursement?

☐ 2. Have the costs incurred been charged to the appropriate POETE category?

☐ 3. Does the total on Form 3 match the totals on Forms 4a, 4b and 4c?

☐ 4. Has Form 3 been signed by the Grant Manager?

☐ 5. Has the reimbursement package been entered into sub grantee's records/spreadsheet?

☐ 6. Have the quantity and unit cost been notated on Form 4b?

City of Miami

Master Report

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

Resolution R-14-0011

File ID #: 13-01403 **Enactment Date:** 1/9/14

Version: 1 **Controlling Body:** Office of the City Clerk **Status:** Passed

Title: A RESOLUTION OF THE MIAMI CITY COMMISSION, WITH ATTACHMENT(S), ESTABLISHING A NEW SPECIAL REVENUE PROJECT ENTITLED: "URBAN AREA SECURITY INITIATIVE ("UASI") GRANT PROGRAM FISCAL YEAR 2013", AND APPROPRIATING FUNDS FOR THE OPERATION OF SAME, IN THE AMOUNT OF $5,225,000.00, CONSISTING OF A GRANT FROM THE UNITED STATES DEPARTMENT OF HOMELAND SECURITY, DIRECTLY TO THE STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT; AUTHORIZING THE CITY MANAGER TO ACCEPT SAID GRANT AWARD AND TO EXECUTE THE FEDERALLY-FUNDED SUBGRANT AGREEMENT, IN SUBSTANTIALLY THE ATTACHED FORM, AND ANY NECESSARY DOCUMENTS IN ORDER TO IMPLEMENT THE ACCEPTANCE OF SAID GRANT AWARD; AUTHORIZING THE CITY MANAGER TO EXTEND SAID UASI GRANT PROGRAM FISCAL YEAR 2013 AS NECESSARY AND TO EXECUTE ANY OTHER RELATED MODIFICATIONS, AMENDMENTS OR EXTENSIONS ON ALL MATTERS EXCEPT THOSE DEALING WITH FUNDING CHANGES; AUTHORIZING THE EXPENDITURE OF FUNDS TO VARIOUS GOVERNMENTAL AGENCIES DESIGNATED FOR HOMELAND SECURITY EXPENSE PURSUANT TO THE UASI GRANT GUIDELINES; FURTHER AUTHORIZING THE CITY MANAGER TO EXECUTE MEMORANDA OF AGREEMENTS, IN SUBSTANTIALLY THE ATTACHED FORM(S), WITH ITS CONTIGUOUS PARTNERS SETTING FORTH THE PARTIES' RESPONSIBILITIES IN CONNECTION WITH THE DEVELOPMENT AND SUPPORT OF THE UASI PROJECT ADMINISTERED BY THE CITY OF MIAMI DEPARTMENT OF FIRE-RESCUE, CONTINGENT UPON FUNDING OF SAID PROJECT BEING SECURED.

Reference: **Introduced:** 12/4/13

Name: Establishing Revenue - UASI FY'13

Requester: Department of Fire-Rescue **Cost:** **Final Action:** 1/9/14

Notes:

Sections:

Indexes:

Attachments: 13-01403 Summary Form.pdf, 13-01403 Back-Up Document.pdf, 13-01403 Legislation.pdf, 13-01403 Exhibit.pdf

Action History

Ver.	Acting Body	Date	Action	Sent To	Due Date	Returned	Result
1	Office of the City Attorney	12/18/13	Reviewed and Approved				
1	City Commission	1/9/14	ADOPTED				1
	A motion was made by Francis Suarez, seconded by Marc David Sarnoff, that this matter be ADOPTED. The motion carried by the following vote: Aye: 4 - Frank Carollo, Francis Suarez, Wifredo (Willy) Gort and Marc David Sarnoff Absent: 1 - Keon Hardemon						
1	Office of the Mayor	1/17/14	Signed by the Mayor	Office of the City Clerk			
1	Office of the City Clerk	1/17/14	Signed and Attested by City Clerk				

City of Miami

Legislation

Resolution

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

File Number: 13-01403 **Final Action Date:**

A RESOLUTION OF THE MIAMI CITY COMMISSION, WITH ATTACHMENT(S), ESTABLISHING A NEW SPECIAL REVENUE PROJECT ENTITLED: "URBAN AREA SECURITY INITIATIVE ("UASI") GRANT PROGRAM FISCAL YEAR 2013", AND APPROPRIATING FUNDS FOR THE OPERATION OF SAME, IN THE AMOUNT OF $5,225,000.00, CONSISTING OF A GRANT FROM THE UNITED STATES DEPARTMENT OF HOMELAND SECURITY, DIRECTLY TO THE STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT; AUTHORIZING THE CITY MANAGER TO ACCEPT SAID GRANT AWARD AND TO EXECUTE THE FEDERALLY-FUNDED SUBGRANT AGREEMENT, IN SUBSTANTIALLY THE ATTACHED FORM, AND ANY NECESSARY DOCUMENTS IN ORDER TO IMPLEMENT THE ACCEPTANCE OF SAID GRANT AWARD; AUTHORIZING THE CITY MANAGER TO EXTEND SAID UASI GRANT PROGRAM FISCAL YEAR 2013 AS NECESSARY AND TO EXECUTE ANY OTHER RELATED MODIFICATIONS, AMENDMENTS OR EXTENSIONS ON ALL MATTERS EXCEPT THOSE DEALING WITH FUNDING CHANGES; AUTHORIZING THE EXPENDITURE OF FUNDS TO VARIOUS GOVERNMENTAL AGENCIES DESIGNATED FOR HOMELAND SECURITY EXPENSE PURSUANT TO THE UASI GRANT GUIDELINES; FURTHER AUTHORIZING THE CITY MANAGER TO EXECUTE MEMORANDA OF AGREEMENTS, IN SUBSTANTIALLY THE ATTACHED FORM(S), WITH ITS CONTIGUOUS PARTNERS SETTING FORTH THE PARTIES' RESPONSIBILITIES IN CONNECTION WITH THE DEVELOPMENT AND SUPPORT OF THE UASI PROJECT ADMINISTERED BY THE CITY OF MIAMI DEPARTMENT OF FIRE-RESCUE, CONTINGENT UPON FUNDING OF SAID PROJECT BEING SECURED.

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

WHEREAS, the USDHS, through the State of Florida Division of Emergency Management ("FDEM"), has sub-granted an Urban Area Security Initiative ("UASI") Grant Project Fiscal Year 2013 to the City of Miami ("City") in the amount of $5,225,000.00; and

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

WHEREAS, in accordance with the UASI Grant Program Fiscal Year 2013, the attached Memoranda of Agreements ("MOAs") with the City's contiguous partners, Broward County, Broward

County Sheriff's Office, the City of Coral Gables, the City of Coral Springs, the City of Fort Lauderdale, the City of Hialeah, the City of Hollywood, the City of Miami Beach, the City of Miami Gardens, the City of Miramar, the City of Pembroke Pines, the City of Sunrise, Miami-Dade County, Monroe County, Palm Beach County, Palm Beach County Sheriff's Office, and the Village of Key Biscayne, will provide the necessary guidelines to coordinate the UASI Grant Program Fiscal Year 2013 and will permit the City to reimburse its partners for their eligible expenditures that are compliant with said Project;

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

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

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

FUND TITLE:	Urban Area Security Initiative Grant Program Fiscal Year 2013	$5,225,000.00
RESOURCES:	Department of Homeland Security directly to the State of Florida Division of Emergency Management	
APPROPRIATIONS:		$5,225.000.00

Section 3. The City Manager is authorized{1} to accept said grant award and to execute the necessary documents to implement acceptance of said grant award and to execute the Federally-Funded Subgrant Award Agreement, in substantially the attached form, and any necessary documents in order to implement the acceptance of said grant award.

Section 4. The City Manager is authorized{1} to extend said UASI Grant Program Fiscal Year 2013 grant awards as necessary and to execute any other related modifications, amendments or extensions on all matters except those dealing with funding changes, in connection with the development and support of the UASI projects administered by the City's Department of Fire-Rescue, as an UASI Sponsoring Agency, contingent upon the funding of the UASI projects being secured in the form of grants from the Federal Department through the FDEM.

Section 5. The City Manager is further authorized{1} to execute MOAs, in substantially the attached form(s), with its contiguous partners, Broward County, Broward County Sheriff's Office, the City of Coral Gables, the City of Coral Springs, the City of Fort Lauderdale, the City of Hialeah, the City of Hollywood, the City of Miami Beach, the City of Miami Gardens, the City of Miramar, the City of Pembroke Pines, the City of Sunrise, Miami-Dade County, Monroe County, Palm Beach County, Palm Beach County Sheriff's Office, and the Village of Key Biscayne, for the purpose of setting forth the parties' responsibilities in connection with the development and support of the UASI Grant Program FY 2013 administered by the City of Miami Department of Fire-Rescue, an UASI sponsoring agency, contingent upon funding of said project being secured.

Section 6. This Resolution shall become effective immediately upon its adoption and signature of the Mayor.{2}

APPROVED AS TO FORM AND CORRECTNESS:

VICTORIA MENDEZ
CITY ATTORNEY

Footnotes:

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

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

AGENDA ITEM SUMMARY FORM

FILE ID: 13-01403

Date: 10/23/2013 **Requesting Department:** Fire-Rescue

Commission Meeting Date: 1/9/14 **District Impacted:** All

Type: X Resolution ☐ Ordinance ☐ Emergency Ordinance ☐ Discussion Item

☐ Other _____

Law Department Matter ID No. 13-2406

Subject: Urban Area Security Initiative ("UASI") Grant Program FY 2013 & Memoranda of Agreements ("MOA's")

Purpose of Item:

Resolution to establish a Special Revenue Project entitled: "The Urban Area Security Initiative ("UASI") Grant Program FY 2013; appropriating funds in the amount of $5,225,000.00 received from the U.S. Department of Homeland Security, passed directly through the State of Florida Division of Emergency Management and authorizing the City Manager to execute Memoranda of Agreements ("MOA's") with contiguous partners, setting forth their responsibilities in connection with the support of the UASI Project administered by the City of Miami Department of Fire-Rescue.

Background Information:

(SEE ATTACHED)

Budget Impact Analysis

Yes **Is this item related to revenue?**

YES **Is this item an expenditure? If so, please identify funding source below.**

General Account No: _____

Special Revenue Account No: UASI Grant Project

CIP Project No: _____

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

Start Up Capital Cost: $0.00

Maintenance Cost: $0.00

Total Fiscal Impact: $5,225,000.00

Final Approvals
(SIGN AND DATE)

CIP _____ **Budget** _____ 11/21/13

If using or receiving capital funds

Grants _____ **Risk Management** _____

Purchasing _____ **Dept. Director** _____

Chief _____ **City Manager** _____ 11/25/13

Background Information: (continued)

The United States Department of Homeland Security, through the State of Florida Division of Emergency Management (DEM), has sub-granted the Urban Area Security Initiative ("UASI") Grant Program FY 2013 to the City of Miami and its contiguous partners in the amount of $5,225,000.00. This program targets homeland security funding to "high threat" urban areas in order to prevent, respond, and recover from threats or acts of terrorism and other disasters of natural or man-made origin.

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

It is now appropriate to accept said grant award, establish a special revenue project, and appropriate said grant award therein.

In addition, the City Commission authorizes the City Manager to execute Memoranda of Agreements ("MOA's") with contiguous partners, Broward County, Broward County Sheriff's Office, the City of Coral Gables, the City of Coral Springs, the City of Fort Lauderdale, the City of Hialeah, the City of Hollywood, the City of Miami Beach, the City of Miami Gardens, the City of Miramar, the City of Pembroke Pines, the City of Sunrise, Miami-Dade County, Monroe County, Palm Beach County, Palm Beach County Sheriff's Office, and the Village of Key Biscayne, setting forth the parties' responsibilities in connection with the development and support of the UASI Program FY 2013 which is administered by the City of Miami Department of Fire-Rescue.

FUND TITLE:	**Urban Area Security Initiative (UASI) Grant Program FY 2013**	
RESOURCES:	Department of Homeland Security (DHS) directly to the State of Florida Division of Emergency Management (FDEM)	$5,225,000.00
APPROPRIATIONS:		$5,225,000.00