RESOLUTION NO. 2015-66

RESOLUTION OF THE MAYOR AND THE CITY COUNCIL OF THE CITY OF HIALEAH, FLORIDA, APPROVING THE MEMORANDUM OF AGREEMENT BETWEEN THE CITY OF MIAMI, AS THE SPONSORING AGENCY OF THE UASI GRANT PROGRAM 2014, UNDER THE U.S. DEPARTMENT OF HOMELAND SECURITY'S URBAN AREA SECURITY INITIATIVE (UASI), AND THE CITY OF HIALEAH, AS PARTICIPATING AGENCY; ACCEPTING THE AWARD OF A SUB-GRANT IN THE AMOUNT OF $410,000.00 FOR APPROVED PLANNING AND EQUIPMENT COSTS IDENTIFIED IN THE PROGRAM BUDGET; AND AUTHORIZING THE MAYOR AND THE CITY CLERK, AS ATTESTING WITNESS, ON BEHALF OF THE CITY OF HIALEAH, TO EXECUTE THE MEMORANDUM OF AGREEMENT ATTACHED HERETO, AND MADE A PART HEREOF AS EXHIBIT "1", AND ANY OTHER DOCUMENTS IN FURTHERANCE HEREOF.

WHEREAS, the U.S. Department of Homeland Security (USDHS) is providing financial assistance to the Miami urban area in the amount of $5,225,000.00 dollars through the Urban Area Security Initiative (UASI) Grant Program 2014;

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

WHEREAS, the City of Miami, as the Sponsoring Agency, is the coordinating agent for the Miami UASI Grant program 2014;

WHEREAS, the Sponsorship Agency wishes to work with the participating agencies through the urban area working group process to enhance urban Miami area and its surrounding jurisdictions ability to respond to a terrorist threat or act; and

WHEREAS, the City of Hialeah, as the Participating Agency, find that it is in their best interest of the community to enter into the Memorandum Agreement with the City of Miami to improve and enhance the City of Hialeah's capacity to prevent, respond to, and recover from

major disasters or emergencies related to threats or acts of terrorism and or weapons of mass destruction.

NOW, THEREFORE, BE IT ORDAINED 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 hereby approves the Memorandum of Agreement between the City of Miami, as the sponsoring agency of the UASI Grant Program 2014, under the U.S. Department of Homeland Security's Urban Area Security Initiative (UASI), and the City of Hialeah, as participating agency; accepting the award of a sub-grant in the amount of $410,000.00 for approved planning and equipment costs identified in the program budget; and authorizes the Mayor and the City Clerk, as attesting witness, on behalf of the City of Hialeah, to execute the Memorandum of Agreement attached hereto, and made a part hereof as Exhibit "1", and any other documents in furtherance hereof.

PASSED and ADOPTED this 28 day of April, 2015.

Isis Garcia-Martinez
Council President

Attest:

Approved on this 06 day of May, 2015.

Marbelys Fatjo, City Clerk

Mayor Carlos Hernandez

Approved as to form and legal sufficiency:

Lorena E. Brayo, City Attorney

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

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MEMORANDUM OF AGREEMENT
URBAN AREA SECURITY INITIATIVE FY 2014
"City of Hialeah"

Agreement Number: 15-DS-P8-11-23-02-___
CFDA #: 97.067

This Agreement is entered into this _____ day of _____, 2015, by and between the City of Miami, a municipal corporation of the State of Florida, (the "Sponsoring Agency") and City of Hialeah, (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 2014; and

WHEREAS, the Sponsoring Agency is the coordinating agent for the Miami UASI Grant Program 2014; 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 2014 and involve core cities, core counties, contiguous jurisdictions, mutual aid partners, and State agencies; and

WHEREAS, the 2014 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 _____, 2015, 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 2014 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 2014 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 2014: The UASI Grant Program 2014 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 2014 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 and training.

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 as stipulated in "Attachment #1".

G. Ensuring satisfactory progress toward the goals or objectives stipulated in "Attachment #1".

H. Following grant agreement requirements and/or special conditions as stipulated in "Attachment #1".

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 as stipulated in "Attachment #1".

C. Submitting monthly budget detail worksheets to the City of Miami on the progress of direct purchases of equipment or services as stipulated in "Attachment #1".

D. Complying with all UASI Grant Program 2014 requirements as stipulated in "Attachment #1".

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 as stipulated in "Attachment #1".

I. Ensuring satisfactory progress toward the goals or objectives as stipulated in "Attachment #1".

J. Submitting required reports as prescribed by the Sponsoring Agency as stipulated in "Attachment #1".

K. Maintaining an equipment inventory of UASI purchased items.

L. Ensure that equipment obtained from the UASI Grant Program 2014, as identified in "Attachment #2", is readily available for use by personnel trained to use such equipment for actual emergencies or exercises. Also, ensure that such equipment is readily available for onsite monitoring by DHS, DEM, and the Sponsoring Agency. If the Participating Agency is incapable of staffing the equipment, such equipment shall be made available to another Participating Agency for use during any actual

emergencies or exercises. Failure to ensure equipment availability may result in loss of funding and/or equipment to the Participating Agency.

M. All equipment obtained from the UASI Grant Program 2014, as identified in "Attachment 2", is the sole responsibility of the receiving agency. This includes, where applicable, maintenance, replacement, training on equipment, and insuring of equipment and personnel, and compliance with intra-agency auditing requirements.

VI. THE SPONSORING AGENCY AND THE PARTICIPATING AGENCY AGREE:

A. That funding acquired and identified for the Urban Area Security Initiative will be administered solely by the Sponsoring Agency.

B. The Participating Agencies will provide financial and performance reports to the sponsoring agency in a timely fashion. The Sponsoring Agency will prepare consolidated reports for submission to the State of Florida as stipulated in "Attachment 1".

C. The Sponsoring Agency is not responsible for personnel salaries, benefits, workers compensation or time related issues of the Participating Agency personnel.

D. The Sponsoring Agency and Participating Agency are subdivisions as defined in Section 768.28, Florida Statutes, and each party agrees to be fully responsible for the respective acts and omissions of its agents or employees to the extent permitted by law. Nothing herein is intended to serve as a waiver of sovereign immunity by any party to which sovereign immunity may be applicable. Nothing herein shall be construed as consent by a municipality, state agency or subdivision of the State of Florida to be sued by third parties in any manner arising out of this Agreement or any other contract.

E. This is a reimbursement grant that requires the Participating Agencies to purchase, receive, and pay invoices in full for equipment, services, and allowable personnel costs PRIOR to submitting the same for reimbursement to the Sponsoring Agency.

VII. FINANCIAL AGREEMENTS

A. Financial and Compliance Audit Report: Recipients that expend $300,000 or more of Federal funds during their fiscal year are required to submit an organization-wide financial and compliance audit report. The audit must be performed in accordance with the U.S. General Accounting Office Government Auditing Standards and OMB Circular A-133.

B. The Secretary of Homeland Security and the Comptroller General of the United States shall have access to any books, documents, and records of recipients of UASI Grant Program 2014 assistance

for audit and examination purposes, provided that, in the opinion of the Secretary of Homeland Security or the Comptroller General, these documents are related to the receipt or use of such assistance. The grantee will also give the sponsoring agency or the Comptroller General, through any authorized representative, access to and the right to examine all records, books, papers or documents related to the grant.

C. Financial Status Reports are due within 7 days after the end of each calendar quarter. A report must be submitted for every quarter that the award is active, including partial calendar quarters, as well as for periods where no grant activity occurs as stipulated in "Attachment 1".

D. Submit progress reports to describe progress to date in implementing the grant and its impact on homeland security in the state.

E. All financial commitments herein are made subject to the availability of funds and the continued mutual agreements of the parties as identified in "Attachment 2".

VIII. CONDITIONS, AMENDMENTS, AND TERMINATION

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

B. Any provision of this Agreement later found to be in conflict with Federal law or regulation, or invalidated by a court of competent jurisdiction, shall be considered inoperable and/or superseded by that law or regulation. Any provision found inoperable is severable from this Agreement, and the remainder of the Agreement shall remain in full force and effect.

C. This Agreement may be terminated by either party on thirty (30) days written notice to the other party at the address furnished by the parties to one another to receive notices under this agreement or if no address is specified, to the address of the parties' signatory executing this contract.

D. This Agreement shall be considered the full and complete agreement between the undersigned parties, and shall supersede any prior Memorandum of Agreement among the parties, written or oral, except for any executory obligations that have not been fulfilled.

E. This Agreement will end on **April 30, 2016**, unless otherwise extended, by a written amendment duly approved and executed prior to April 30, 2016, unless otherwise extended, at which time the parties may agree to renew the association. Renewal will be based on evaluation of the Sponsoring Agency's ability to conform to procedures, training and equipment standards as prescribed by the grant.

SPONSORING AGENCY

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

ATTEST:

BY: _____

Todd B. Hannon
City Clerk

BY: _____

Daniel J. Alfonso
City Manager

APPROVED AS TO FORM AND
CORRECTNESS:

BY: _____

Victoria Méndez
City Attorney

APPROVED AS TO INSURANCE
REQUIREMENTS:

BY: _____

Ann-Marie Sharpe, Director
Department of Risk Management

PARTICIPATING AGENCY

"City of Hialeah"

ATTEST:

Name: Marbelys Fatjo

City Clerk.

Title:

BY: Mayor Carlos Hernandez.

NAME:

TITLE:

FID #:

DUNS:

APPROVED AS TO FORM AND CORRECTNESS:

Participating Agency Attorney

"Attachment #1"

Agreement Number:15-DS-P8-11-23-02-_____
CFDA #: 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 received these grant funds from the State of Florida, and 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 Budget and Scope of Work, Attachment A and Attachment 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 **June 30, 2016**, 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 Attachment 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) AUDIT REQUIREMENTS

(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 subreciplents 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 15 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 Paragraph (11) REMEDIES. "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 and information identified in Attachment B.

(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 Attachment B to this Agreement, and reported in the quarterly 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:

Michael Day
2555 Shumard Oak Blvd, Ste. 120
Tallahassee, FL 32399-2100
Telephone: (850) 488-3133
Fax: (850) 922-8689
Email:Michael.Day@em.myflorida.com

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

Pedro Gomez
444 SW 2nd Ave, 10th Floor
Miami, FL 33130
Telephone: 305-416-5402
Fax: 305-569-4070
Email: pgomez@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 & Performance

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

Attachment J – Monitoring Guidelines

(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 Attachment 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 sixty (60) 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 contract 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.

(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.

(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 it's 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:

CITY OF MIAMI

By: _____

Name and Title: Daniel J Alfonso, City Manager

Date: _____

FID# 59-6000375

DUNS# 072220791

Include a copy of the designation of authority for the signatory, if applicable.

STATE OF FLORIDA

DIVISION OF EMERGENCY MANAGEMENT

By: _____

Name and Title: Bryan Koon, Director

Date: _____

ATTEST:

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

3-25-15

for Todd B. Hannon
City Clerk

Daniel J. Alfonso
City Manager

APPROVED AS TO FORM AND CORRECTNESS:

APPROVED AS TO INSURANCE REQUIREMENTS:

Victoria Méndez
City Attorney

Ann-Marie Sharpe, 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: U.S. Department of Homeland Security, Federal Emergency Management
Catalog of Federal Domestic Assistance title and number: Homeland Security Grant Program
Award amount: $ 5,225,000.00

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

Chapter 252, Florida Statutes
Rule Chapters 27P=6, 27P-11 and 27P-19. Florida Administrative Code
44 CFR (Code of Federal Regulations) Part 13 (Common Rule)
2 CFR Part 215
OMB Circular A-21, A-102, A-110, A-122, A-128, A-87 and A-133

Federal Program:

List applicable compliance requirements as follows:

1. Recipient is to use funding to perform eligible activities as identified FY2014 Department of Homeland Security Funding Opportunity Announcement.

2. Recipient is subject to all administrative and financial requirements as set forth in this Agreement or will not be in compliant with 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

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 transfer of funds between the categories listed in the "Proposed Program Budget" is permitted. However, the transfer of funds between Issues is strictly prohibited.
- 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 Recipient's total award may be expended on Management and Administration costs.

Grant	Recipient Agency	Category	Amount Allocated
FY 2014 - State Homeland Security Grant Program – Urban Area Security Initiative - Issue 24	Miami/Fort Lauderdale UASI	Award Allocation	$5,500,000
		State Management & Administration withheld 5%	$275,000
		Expendable Award Allocation after 5% reduction	$5,225,000
		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
		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
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.

Budget Detail Worksheet– Eligible Activities				
[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
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				
Developing and enhancing plans and protocols				
BSO Develop an All Hazard CEMP, Line item 2014-08	1	$50,000.00	$50,000.00	24
Hollywood Planning, Training and Exercise, Line item 2014-19	1	$122,225.00	$122,225.00	24
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. Trainings will include ICS, Hazmat 160 and any other specialized courses needed due to staff attrition. Line item 2014-25	1	$208,141.75	$208,141.75	24
MB Update of EOC Operations Plan, Line item 2014-32	1	$20,000.00	$20,000.00	24
Developing or conducting assessments				
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)				
EM Planner for Broward Mass Migration Plan, Line item 2014-01	1	$66,720.00	$66,720.00	24
EM Planner for All Hazards IMT Development, Line item 2014-02	1	$66,720.00	$66,720.00	24
Hialeah LPR Analyst Sustainment, Line item 2014-17	1	$55,000.00	$55,000.00	24

Hialeah EOC Planner Sustainment, Line item 2014-18	1	**$55,000.00**	**$55,000.00**	**24**
EM Coordinator, Line item 2014-28	1	**$95,000.00**	**$95,000.00**	**24**
UASI Project Planner, Line item 2014-29	1	**$80,000.00**	**$80,000.00**	**24**
MDEM Whole Community Preparedness Planners, Line item 2014-43	3	**$97,853.00**	**$293,559.00**	**24**
Regional Program Manager. This position assists the UASI with Regional Planning Needs (e.g. Drafting of Investment Justifications, Coordination of UAWG Meetings, Development of Annual Budgets, etc.). Line item 2014-56	1	**$95,000.00**	**$95,000.00**	**24**
Regional Planning, Training and Exercises Coordinator- This Position Includes the Responsibilities of Ensuring Compliance with Training Courses as well as the Coordination of Necessary Regional Exercises. Line item 2014-57	1	**$75,000.00**	**$75,000.00**	**24**
Regional Metadata Planner, Line item 2014-59	1	**$45,000.00**	**$45,000.00**	**24**
EM Planner, Line item 2014-67	1	**$55,000.00**	**$55,000.00**	**24**
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				
Travel/per diem related to planning activities				
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-Recognition (awards), Line item 2014-15	1	**$500.00**	**$500.00**	**24**
Issuance of WHTI-compliant tribal identification cards (SHSP only)				
Activities to achieve planning inclusive of people with disabilities				

[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
Reimbursement for select operational expenses associated with increased security measures at critical infrastructure sites incurred (up to 50 percent of the allocation)				
Operational OT for Special Events approved by FEMA, Line item 2014-26	**1**	**$67,925.00**	**$67,925.00**	**24**
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)				
Intelligence Analysts, Line item 2014-58	**4**	**$60,000.00**	**$240,000.00**	**24**
Allowable Training Costs	**Quantity**	**Unit Cost**	**Total Cost**	**Issue Number**
Developing, Delivering, and Evaluating Training				
Overtime and backfill for emergency preparedness and response personnel attending FEMA-sponsored and approved training classes.				
Overtime and backfill expenses for part-time and volunteer emergency response personnel participating in FEMA training.				
OT to Teach CERT Courses, Line item 2014-15	**1**	**$13,000.00**	**$13,000.00**	**24**
Training Workshops and Conferences				
Immediate Action Team (IAT) Training, Line item 2014-06	**1**	**$6,000.00**	**$6,000.00**	**24**
Regional Planning, Training & Exercise, Line item 2014-63	**1**	**$176,934.14**	**$176,934.14**	**24**
Activities to achieve training inclusive of people with disabilities				
Full or Part-Time Staff or Contractors/Consultants				
Certification/Recertification of Instructors				
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

Design, Develop, Conduct and Evaluate an Exercise				
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.				
MB Tabletop Planning Workshop, Line item 2014-32	**1**	**$20,000.00**	**$20,000.00**	**24**
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, are listed on the web-based version of the Authorized Equipment List (AEL) on the Lessons Learned Information System at http://lils.gov/. Here is where you will find the appropriate AEL number for the equipment you plan to purchase.	**Quantity**	**Unit Cost**	**Total Cost**	**Issue Number**
Personal protective equipment				
MB Body Armor, Line item 2014-31, AEL #01LE-01-ARMR	**14**	**$2,000.00**	**$28,000.00**	**24**
MDPD Hazmat PPE, Air Purifying Respirator, Line item 2014-39, AEL #01AR-03-PAPA	**62**	**$1,686.44**	**$104,559.00**	**24**
MDPD Hazmat PPE, Chemical Suites, Line item 2014-39,	**1000**	**$109.00**	**$109,000.00**	**24**
PBSO WRT Dive Equipment, Halycon BC System, Line item 2014-53, AEL #01WA-06-BCMP	**15**	**$713.34**	**$10,700.00**	**24**
PBSO WRT Dive Equipment, KMDSI Manifold/Scuba Adapt Auxiliary Valves, Line item 2014-53, AEL #01WA-01-SCBA	**15**	**$460.00**	**$6,900.00**	**24**
Sunrise Hazmat – CBRNE Suit, Line item #2014-65, AEL #01VF-01-ENSM	**12**	**$3,000.00**	**$36,000.00**	**24**
Explosive device mitigation and remediation equipment				
BSO Grid Aim Systems – Portable X-ray for Bomb Squad, Line item 2014-09, AEL #02EX-01-XRAP	**2**	**$3,000.00**	**$6,000.00**	**24**
PBSO EOD Sustainment – Bomb suits, Line item 2014-52, AEL #02PE-01-BSUT	**2**	**$15,733.00**	**$31,466.00**	**24**
CBRNE operational search and rescue equipment				
BSO Marine Enhancements, Line item 2014-04, AEL #03OE-01-CTAC	**1**	**$5,500.00**	**$5,500.00**	**24**
BSO Night Vision Goggles, Line item 2014-05, AEL #03OE-02-TILA	**2**	**$12,500.00**	**$25,000.00**	**24**
PBSO WRT Dive Equipment Hollis H-160 Underwater Scooter including replacement battery, Line item 2014-53, AEL #03WA-01-PROP	**1**	**$4,500.00**	**$4,500.00**	**24**
PBSO WRT Dive Equipment Halcyon HP LED Underwater Handheld Lights, Line item 2014-53, AEL #03OE-04-LTHH	**15**	**$140.00**	**$2,100.00**	**24**

Sunrise Vehicular and Hand Held FLIR, Line item 2014-66, AEL #03OE-02-TILA	1	$95,877.00	$95,877.00	24
Information technology				
BSO WebEOC Development, Line item 2014-03, AEL #04AP-05-CDSS	1	$17,495.00	$17,495.00	24
FTL Fixed License Plate Readers, Line item 2014-14, AEL #04AP-02-AVLS	1	$84,869.00	$84,869.00	24
MG Mobile License Plate Readers, Line item 2014-34, AEL #04AP-02-AVLS	5	$24,038.77	$120,193.85	24
MDPD Mobile Video Platform Upgrade, Line item 2014-35, AEL #04HW-01-INHW	1	$80,000.00	$80,000.00	24
Miramar Forcible Entry Training Simulator, Line item 2014-44, AEL #04AP-08-SIMS	2	$7,981.00	$15,962.00	24
Miramar EOC Software Sustainment, Line item 2014-46, AEL #04AP-05-CDSS	1	$41,899.25	$41,899.25	24
PBC Upgrade of the Emergency Operations Center's Information Technology Infrastructure Hardware, Line item 2014-50, AEL #04HW-01-INHW	1	$133,908.00	$133,908.00	24
PBSO Fusion Center Computers-Hardware and Software, Line item 2014-51, AEL #04HW-01-INHW	4	$9,273.00	$37,092.00	24
PBSO HD 4G IP67 Streaming FLIR Package with 250 GB Camera Package, Line item 2014-54, AEL #04MD-01-IRED	6	$6,200.00	$37,200.00	24
PBSO Mini Dome Stainless Steel Camera, Line item 2014-54, AEL #04MD-01-VCAM	2	$1,225.00	$2,450.00	24
PBSO Self-contained GPS Tracking and Monitoring System, Line item 2014-54, AEL #04AP-02-DGPS	1	$1,500.00	$1,500.00	24
Regional Incident Command Software System, Line item 2014-60, AEL #04AP-05-CDSS	1	$159,484.00	$159,484.00	24
Regional Simulator Enhancement, Line item 2014-68; AEL #04AP-08-SIMS	1	$6,995.00	$6,995.00	24
Cyber security enhancement equipment				
Coral Springs Interoperable Communications and Technology Project, System Patch/Configuration Management, Line item 2014-12, AEL #05PM-00-PTCH	1	$120,544.25	$120,544.25	24
Miramar Cyber Security Software, Line item 2014-45, AEL #05HS-00-MALW	1	$22,945.00	$22,945.00	24
Interoperable communications equipment				
Coral Gables Portable P25 Radios, Line item 2014-11, AEL #06CP-01-PORT	30	$2,116.65	$63,499.60	24
Hialeah Interoperable Communications Project P-25 Radios, Line item 2014-16, AEL #06CP-01-PORT	1	$355,000.00	$355,000.00	24
Key Biscayne Interoperable Communications Project, Line item 2014-20, AEL #06CP-01-PORT	4	$4,095.00	$16,380.54	24

MEM Satellite Phone Sustainment Citywide. 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 2014-24, AEL #06CC-03-SATP	1	$25,000.00	$25,000.00	24
MDFR Upgrade to Existing Network Switch/Gateway (CST), Line item 2014-41, AEL #06CP-02-BRDG	1	$200,100.00	$200,100.00	24
Monroe P-25 Compliant XTS 2500 762-870 MHz 1-3W/870, Line item 2014-48, AEL #06CP-01-MOBL	32	$3,028.92	$96,925.27	24
PPPD Motorola APX 7000 ; APCO P-25 Compliant Portable Radios; 700-800MHZ; IMPRESS Energy System; Multi-band(UHF-VHF/FDMA-TDMA);P-25 Smart –Zone Trunking; AES Radio-to-Radio Encrypted; Equipped w/External Antennas; Shoulder Microphone; Batteries; Carriers; and Battery Chargers. Line item 2014-55, AEL #06CP-01-PORT	21	$5,700.00	$119,700.00	24
Detection Equipment				
BSO Bomb Dog, Line item 2014-10, AEL #07ED-01-DOGS	1	$9,000.00	$9,000.00	24
Decontamination Equipment (HSGP only)				
BSO Marine Enhancements, Macaw Chemical/Bio Decon System, Line item 2014-04, AEL #08D2-02-EDCS	1	$8,000.00	$8,000.00	24
Medical supplies				
Mass Casualty Incident Regional Project, Line item 2014-70; AEL #09ME-01-MCIK	1	$200.00	$200.00	24
Power equipment				
Miramar Portable Generator, Line item 2014-47, AEL #10GE-00-GENR	1	$39,908.00	$39,908.00	24
Charging Station for UASI Purchased FDLE MCV, Line item 2014-69; AEL #10BC-00-SOLR	1	$9,375.00	$9,375.00	24
CBRNE reference materials				
CBRNE incident response vehicles				
MDFR High Capacity Ventilation and Air Supply Apparatus for Confined Spaces, Line item 2014-42, AEL #12VE-00-SPEC	1	$93,458.00	$93,458.00	24
Terrorism incident prevention equipment				
BSO Alert/Notification System, Line item 2014-07, AEL #13IT-00-ALRT	1	$6,000.00	$6,000.00	24
Regional Alert/Notification System, Line item 2014-61, AEL #13IT-00-ALRT	1	$60,000.00	$60,000.00	24

Physical security enhancement equipment				
Ethernet Secured @ Fire College for Redundant Communications for Miami's First Responders. 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 2014-23, AEL #14CI-00-COOP	1	$10,000.00	$10,000.00	24
Law Enforcement Surveillance (CCTV) (The Closed Circuit TV project will allow the Miami Police Department the opportunity to deploy CCTV equipment in the area of soft targets and enhance our ability to deter and investigate terrorist activity.) Line item 2014-27, AEL #14SW-01-VIDA	1	$159,489.35	$159,489.35	24
MB City Hall Physical Security Enhancements, Security Video Camera System, Line item 2014-33, AEL #14SW-01-VIDA	4	$3,000.00	$12,000.00	24
MB City Hall Physical Security Enhancements, Access Control System, Line item 2014-33, AEL #14SW-01-PACS	1	$12,000.00	$12,000.00	24
Inspection and Screening systems				
Agriculture Terrorism Prevention, Response, and Mitigation Equipment (HSGP only)				
CBRNE Prevention and Response watercraft				
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)				
FTL EOC Enhancements, Line item 2014-13, AEL #21GN-00-OCEQ	1	$25,000.00	$25,000.00	24
CERT – Equipment for New CERT Members, Line item 2014-15, AEL #21GN-00-CCEQ	1	$6,500.00	$6,500.00	24
MEM Maintenance/Sustainment/Repair/Replacement of HSGP Purchased Equipment, Line item 2014-22, AEL #21GN-00-MAIN	1	$230,350.00	$230,350.00	24
MB Security System Installation, Line item 2014-33, AEL #21GN-00-INST	1	$6,000.00	$6,000.00	24

Regional Citizen Corps/CERT Planning, Training, Exercise and Equipment, Line item 2014-62, AEL #21GN-00-CCEQ	1	$145,000.00	$145,000.00	24
Eligible Management and Administration Costs	**Quantity**	**Unit Cost**	**Total Cost**	**Issue Number**
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	1	$261,250.00	$261,250.00	24
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.				

ATTACHMENT B

SCOPE OF WORK

Funding is provided to perform eligible activities as identified in the Domestic Homeland Security – Federal Emergency Management Agency National Preparedness Directorate Fiscal Year 2014 Homeland Security Grant Program (HSGP), consistent with the Department of Homeland Security State Strategy. Eligible activities are outlined in the Scope of Work for each category below:

I. Categories and Eligible Activities

Urban Area Security Initiative

FY2014 allowable costs for this agreement 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".

A. Planning

Examples of allowable planning activities include:

- **Developing hazard/threat-specific annexes that incorporate the range of prevention, protection, mitigation, response, and recovery activities as identified in the national planning frameworks**

- **Developing and implementing homeland security support programs and adopting DHS national initiatives including but not limited to the following:**
  - Conducting a THIRA process
  - Implementing the Goal, National Preparedness System, and the Whole Community Approach to Security and Emergency Management including efforts to support strengthening of capacity among whole community partners
  - Pre-event recovery planning
  - Implementing the 2014 National Infrastructure Protection Plan (NIPP) and associated Sector Specific Plans
  - Enhancing and implementing SCIPs and Tactical Interoperable Communications Plans (TICPs) that align with the goals, objectives, and initiatives of the *National Emergency Communications Plan* (NECP)
  - Costs associated with the adoption, implementation, and sustainment of the NIMS, including implementing the NIMS Guideline for Credentialing of Personnel
  - Modifying existing incident management and EOPs to ensure proper alignment with the coordinating structures, processes, and protocols described in the National Frameworks
  - Establishing or enhancing mutual aid agreements
  - Developing communications and interoperability protocols and solutions consistent with NIMS/ICS that include communications support for faith-based and voluntary organizations
  - Developing emergency communications SOPs and plain language protocols
  - Integrating emergency communications SOPs across jurisdiction, disciplines, and levels of government
  - Conducting local, regional, and Tribal program implementation workshops

- Developing or updating resource inventory assets in accordance to NIMS-typed resource definitions which are managed by FEMA's National Integration Center (NIC) and can be found at: *http://www.fema.gov/resource-management*
- Designing State and local geospatial data systems
- Developing and conducting public education and outreach campaigns, including promoting individual, family, and organizational emergency preparedness and support for the National Preparedness Campaign including America's PrepareAthon! and Ready campaigns, as required by the National Preparedness System; alerts and warnings education; promoting training, exercise, and volunteer opportunities; informing the public about emergency plans, evacuation routes, shelter locations; and evacuation plans as well as CBRNE prevention awareness
- Designing programs to address targeting at-risk populations and engaging them in emergency management planning efforts
- Developing and conducting public education and outreach campaigns, including promoting individual, family, and organizational emergency preparedness and support for the national Campaign to Build and Sustain Preparedness, including America's PrepareAthon!, as required by the National Preparedness System; the Ready Campaign; alerts and warnings education; promoting training, exercise, and volunteer opportunities; informing the public about emergency plans, evacuation routes, shelter locations; and evacuation plans as well as CBRNE prevention awareness activities, materials, services, 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 SPRs
- WHTI implementation activities including the issuance of WHTI-compliant Tribal identification cards

- **Conducting statewide emergency communications and preparedness planning, including the following activities:**
  - Conducting/attending planning and governance workshops
  - Engaging and expanding the participation of the whole community in emergency communications planning, response, and risk identification
  - Participating in THIRA development process
  - Collecting and using data (e.g., NECP Goal Assessments, findings from national-level exercises) to assess user needs, capabilities, and gaps, and to facilitate coordination and asset-sharing
  - Assessing emergency communications needs and assets and integrating needs into State plans (e.g., SCIP, SPR, and broadband plans)
  - Coordinating with SWIC, SAA, and State-level planners to ensure proposed investments align to statewide plans (e.g., SCIP, State broadband plan) and comply with technical requirements

- **Developing related terrorism prevention activities:**
  - Coordinating fusion center efforts with other analytical and investigative efforts including, but not limited to JTTFs, Field Intelligence Groups (FIGs), High Intensity Drug Trafficking Areas (HIDTAs), Regional Information Sharing Systems (RISS) Centers, criminal intelligence units, and real-time crime analysis centers.
  - Developing THIRAs that reflect a representative makeup and composition of the 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 the fire service, emergency management, public health care, public safety, and health security data-gathering (threats to human and animal health) within designated fusion centers to achieve early warning, monitoring, and mitigation of threats
- Hiring and training privacy, security, and/or fusion liaison officers (FLO) coordinators to support fusion center operations
- Integrating and coordinating private sector participation with fusion center activities
- Developing and implementing preventive radiological/nuclear detection 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
- Accessible public information/education: printed and electronic materials, public service announcements, seminars/town hall meetings, and web postings coordinated through local Citizen Corps Councils
- Volunteer programs and other activities to strengthen citizen participation
- Conducting public education campaigns including promoting suspicious activity reporting and preparedness; individual, family, and organizational emergency preparedness; Promoting the national Campaign to Build and Sustain Preparedness and 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
- Underwater Terrorist Protection Plans

- **Developing and implementing a comprehensive model for preventing violent extremism in local communities:**
  - Including existing law enforcement agencies' initiatives and including mechanisms for engaging the resources and expertise available from a range of social service providers, such as education administrators, mental health professionals, and religious leaders;
  - Enhancing engagement with communities to discuss violent extremism in an effort to (1) share sound, meaningful, and timely information about the threat of radicalization to violence with a wide range of groups and organizations, particularly those involved in public safety; (2) respond to concerns about government policies and actions; and (3) increase understand for how community-based solutions can be supported.
  - Building expertise, including a robust training program to improve cultural competency and to ensure that communities, government, and law enforcement receive accurate, intelligence-based information about the dynamics of radicalization to violence.

- **Developing and enhancing risk centric capabilities-based 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 security strategies, policies, guidance, plans, and evaluations
  - Developing, enhancing, maintaining a current EOP that conforms to the guidelines outlined in the CPG 101 v 2.0

- Planning for the relocation of existing systems operating in the T-Band
- Developing or enhancing local, regional, or Statewide strategic or tactical interoperable emergency communications plans including such actions to support communications with faith-based and voluntary entities who act as immediate responders in disaster
- Developing or enhancing critical infrastructure planning, to include planning for incidents at chemical facilities
- Developing protocols or SOPs 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 cybersecurity and risk mitigation plans
- Developing or enhancing secondary health screening protocols at major points of entry (e.g., air, rail, port)
- 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 and the National Disaster Recovery Framework (NDRF)
- Developing plans and response procedures for adjudicating, validating and responding to an alarm from a chemical or biological detector (response procedures should include emergency response procedures integrating local first responders)
- Developing or enhancing evacuation plans
- Developing mechanisms for utilizing the National Emergency Family Registry and Locator System (NEFRLS)
- Developing or enhancing plans to prepare for surge capacity of volunteers
- Developing or enhancing the State EMS systems
- Developing or enhancing plans for donations and volunteer management and the engagement/integration of private sector/non-governmental entities, and faith-based organizations in preparedness, mitigation, response, and recovery activities
- Developing school preparedness plans
- Developing preparedness plans for child congregate care facilities, including group residential facilities, juvenile detention facilities, and public/private child care facilities
- Developing plans to educate youth on disaster preparedness
- Ensuring jurisdiction EOPs adequately address warnings, emergency public information, evacuation, sheltering, mass care, resource management from non-governmental sources, unaffiliated volunteer and donations management, and volunteer resource

integration to support each Emergency Support Function, to include appropriate considerations for integrating activities, materials, services, tools and equipment to achieve planning inclusive of people with disabilities (physical, programmatic and communications access for people with physical, sensory, mental health, intellectual and cognitive disabilities). Developing and implementing civil rights, civil liberties, and privacy policies, procedures, and protocols
- Designing and developing State, local, Tribal, and territorial geospatial data systems
- Developing and implementing statewide electronic patient care reporting systems compliant with the National Emergency Medical Services Information System (NEMSIS)
- Costs associated with inclusive practices and the provision of reasonable accommodations and modifications to provide full access for children and adults with disabilities

- **Preparing and submitting SCIPs for SHSP, Preparing and submitting reports to the Office of Emergency Communications (OEC) on progress of implementing that State's SCIP and achieving Interoperability at the Interstate, State, county, regional, and city levels**

- **Updating and implementing SCIP and TICP to:**
  - Address findings and gaps identified in AARs from real world incidents and planned exercises, NECP Goal assessments, other State-level preparedness reports and assessments
  - Incorporate the National Preparedness System and DHS Whole Community initiatives
  - Address plans for implementation of the Federal Communications Commission (FCC) narrowband requirements
  - Describe strategic broadband planning activities and initiatives in preparation for the future deployment of the Nationwide Public Safety Broadband Network (NPSBN)

    - **Developing or conducting assessments, including but not limited to:**
  - Developing pre-event recovery plans
  - Conducting point vulnerability assessments at critical infrastructure sites/key assets and develop remediation/security plans
  - Participating Regional Resiliency Assessment Program (RRAP) activities
  - Conducting or updating interoperable emergency communications capabilities assessments at the local, regional, or Statewide level (e.g., Communications Assets and Mapping [CASM])
  - Developing border security operations plans in coordination with CBP
  - Developing, implementing, and reviewing Area Maritime Security Plans for ports, waterways, and coastal areas
  - Updating and refining threat matrices
  - Conducting cyber risk and vulnerability assessments
  - Conducting assessments and exercising existing catastrophic incident response and recovery plans and capabilities to identify critical capability gaps that cannot be met by existing local, regional, and State resources
  - Activities that directly support the identification of specific catastrophic incident priority response and recovery projected needs across disciplines (e.g., law enforcement, fire service, EMS, public health, behavioral health, public works, agriculture, information technology, and citizen preparedness)
  - Activities that directly support the identification of pre-designated temporary housing sites
  - Activities that support the identification and development of alternate care sites
  - Conducting community assessments, surveys, and research of vulnerabilities and resource needs to determine how to meet needs and build effective and tailored strategies for educating individuals conducting assessments of the extent to which compliance with the integration mandate of disability laws is being achieved
  - Conducting Preparedness research

- Conducting or updating interoperable emergency communications capabilities and broadband needs assessments at the local, regional, or Statewide level
- Soft target security planning (e.g., public gatherings)

  - **Developing, hosting, or participating in bombing prevention/counter-improvised explosives device (IED)-specific planning initiatives to include:**

- Incorporating appropriate IED-specific intelligence and threat analysis when developing and maintaining a THIRA;
- Conducting inventories and assessments of capabilities or typed resource using the counter-IED-specific DHS National Counter-IED Capabilities Analysis Database (NCCAD) program for use in applicable THIRAs, preparedness reporting, or strategies;
- Conducting DHS Multi-Jurisdiction IED Security Planning (MJIEDSP) workshops to develop THIRA-based plans and strategies that maximize the use of limited resources;
- Developing IED hazard-specific EOP annexes.
- Implementing a Corrective Action Plan (CAP) to close IED-related capability gaps identified through MJIEDSP or other planning processes

  - **Continuity of Operations/Continuity of Government (COOP/COG) Planning activities, which include but are not limited to:**

- Determining essential functions and activities, interdependencies, and resources needed to perform them
- Establishing orders of succession and delegations of authority to key agency positions and establish and maintain current roster(s) of fully equipped and trained COOP personnel with the authority to perform essential functions
- Providing for the identification and preparation of alternate operating facilities for relocated operations
- Providing for the regular training, testing, and exercising of COOP personnel, systems, and facilities
- Providing for reconstitution of agency capabilities and transition from continuity operations to normal operations

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

Ensuring subject matter experts, durable medical equipment, consumable medical supplies and other resources required to assist children and adults with disabilities to maintain health, safety and usual levels of independence in general population environments

Developing and implementing a community preparedness strategy for the State/local jurisdiction

Building and expanding governance structures to:

- Include representatives from multiple agencies, jurisdictions, disciplines, levels of government, Tribes, rural areas, subject matter experts, and private industry
- Integrate statewide leadership and governance structures into broader statewide planning efforts (e.g., statewide broadband planning activities, grants coordination activities, needs assessments) to ensure emergency communications needs are represented .
- Conduct outreach and education on emergency communications needs and initiatives to stakeholder groups

Establishing, expanding, and maintaining volunteer programs and volunteer recruitment efforts that support disaster preparedness and/or response

- Allowable volunteer programs and efforts include, but are not limited to: Citizen Corps Councils, partners, and affiliates; CERTs; Fire Corps; Medical Reserve Corps (MRC); Neighborhood Watch/USAonWatch; Volunteers in Police Service (VIPS); and jurisdiction-specific volunteer programs and efforts.
- Establishing and sustaining Citizen Corps Councils
- Working with youth-serving organizations and houses of worship to develop and sustain youth and faith-based preparedness programs

Additional Planning Information
The National Preparedness Directorate (NPD) offers technical assistance (TA) that is designed to provide grantees and sub-grantees with specialized expertise to improve their emergency plans and planning. TA deliveries are designed specifically to improve and enhance the continuing development of state and local emergency management across the five mission areas of the National Preparedness Goal and across all core capabilities. TA provides the opportunity to engage emergency managers, emergency planners, and appropriate decision-makers in open discussion of options to improve plans and planning in light of their jurisdiction's needs. There is no cost to approved jurisdictions for FEMA TA.

TA deliveries combine current emergency management best practices with practical consideration of emerging trends, through discussion facilitated by FEMA contract specialists and with the support of FEMA Region operational specialists. While the invitation of participants is up to the requesting jurisdiction, FEMA encourages requesting jurisdictions to include the broadest practical range of its emergency managers and planners in all TA deliveries. TA deliveries should be made open to neighboring jurisdictions. As necessary, FEMA may also invite other Federal experts and practitioners to participate. Additionally, peer-to-peer representation may also be included from other jurisdictions that have recently used TA for the same planning issue.

The TA catalog, showing the full range of TA available across all five mission areas and by all providers, and the TA request form can be accessed at http://www.fema.gov/national-incident-management-system/fema-technical-assistance-division.

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.

B. Organization (SHSP and UASI Only)

Organizational activities include:

- Program management;
- Development of whole community partnerships, through groups such as Citizen Corp Councils;
- Structures and mechanisms for information sharing between the public and private sector;
- Implementing models, programs, and workforce enhancement initiatives to address ideologically-inspired radicalization to violence in the homeland;
- Tools, resources and activities that facilitate shared situational awareness between the public and private sectors;
- Operational Support;

- 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 an 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; and
- Paying salaries and benefits for personnel to serve as qualified intelligence analysts.

States and Urban Areas must justify proposed expenditures of SHSP or UASI funds to support organization activities within their IJ submission by using historical data or other analysis. All States are allowed to utilize up to 50 percent (50%) of their SHSP funding and all Urban Areas are allowed up to 50 percent (50%) of their UASI funding for personnel costs. At the request of a recipient of a grant, the Administrator may grant a waiver of the 50 percent (50%) limitation noted above. Organizational activities under SHSP and UASI include:

- **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:
    - Successfully complete training to ensure baseline proficiency in intelligence analysis and production within six months of being hired; and/or,
    - 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 center 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. A certificate of completion of such training must be on file with the SAA and must be made available to the grantee's respective FEMA Program Analyst 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 annual assessment.

- **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.

- **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. 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 for staffing State or Major Urban Area fusion centers;
    - Hiring of contracted security for critical infrastructure sites;
    - Participation in Regional Resiliency Assessment Program (RRAP) activities;
    - Public safety overtime;
    - 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); and
    - Increased border security activities in coordination with CBP, as outlined in IB 135 *(http://www.fema.gov/grants/grant-programs-directorate-information- bulletins)*.

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

C. Training

FY 2014 SHSP and UASI funds may be used to support attendance to allowable training deliveries and programs, as described below. FEMA funds must be used to supplement, not supplant, existing funds that have been appropriated for the same purpose. 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 that promotes individual, family, or community safety and preparedness is encouraged, including: all-hazards safety training such as emergency preparedness, basic first aid, lifesaving skills, crime prevention and terrorism awareness, school preparedness, public health issues, chemical facility incidents, 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 supplemental 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.

- Conducting, hosting, or participating in training related to IED prevention, protection, mitigation, or response to include:
- Awareness and education for the public, private sector and first responders;
- Suspicious activity identification and reporting, including the Surveillance Detection and Bomb-Making Materials Awareness Program (BMAP);

- Management of bomb threats;
- Physical protective measures;
- Diversion control measures for dual-use explosive precursor chemicals, including the Surveillance Detection and Bomb-Making Materials Awareness Program (BMAP);
- Training for specialized IED prevention and protection teams or OPacks such as Public Safety Bomb Squads, Explosives Detection Canine Teams, and Mobile Explosive Device Screening Teams in accordance with applicable guidelines, certification, or accreditation requirements.
- 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. Requests for overtime or backfill must be reduced by the number of hours of leave taken in the pay period. For the purposes of this agreement, leave and pay period are defined according to the Fair Labor Standards Act (FLSA).
- 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 IB 193, issued October 20, 2005. Additional information can be obtained at http://www.fema.gov/good_guidance/download/10146.
- Training and exercises for the public or civilian volunteer programs supporting first responders, including CERTs, before, during and after disasters should address the needs of the Whole Community. Allowable training includes: all-hazards safety such as emergency preparedness, basic first aid, lifesaving skills, crime prevention and terrorism awareness, school preparedness, youth preparedness, public health issues, chemical facility incidents, mitigation/property damage prevention, safety in the home, light search and rescue skills, principles of NIMS and ICS, volunteer management, serving and integrating people with disabilities, pet care preparedness, training necessary to participate in volunteer activities, fulfill surge capacity roles, integration and coordination of faith community roles, communication in disaster or promotes individual, family, or whole community safety and preparedness. Exercises that include members of the public or that are conducted for the public should be coordinated with local CERTs and/or Citizen Corps Councils as well as organizations outside of emergency management and focus on the importance of personal preparedness and protective actions.

Per FEMA Grant Programs Directorate Policy FP 207-008-064-1, Review and Approval Requirements for Training Courses Funded Through Preparedness Grants, issued on September 9, 2013, States, territories, Tribal entities and urban areas are no longer required to request approval from FEMA for personnel to attend non-FEMA training as long as the training is coordinated with and approved by the State, territory, Tribal or Urban Area Training Point of

Contact (TPOC) and falls within the FEMA mission scope and the jurisdiction's Emergency Operations Plan (EOP). The only exception to this policy is for Countering Violent Extremism courses. The Policy can be accessed at http://www.fema.gov/media-library/assets/documents/34856.

FEMA will conduct periodic reviews of all State, territory, and Urban Area training funded by FEMA. These reviews may include requests for all course materials and physical observation of, or participation in, the funded training. If these reviews determine that courses are outside the scope of this guidance, grantees will be asked to repay grant funds expended in support of those efforts.

For further information on developing courses using the instructional design methodology and tools that can facilitate the process, SAAs and TPOCs are encouraged to review the TED Responder Training Development Center (RTDC) available at http://www.firstrespondertraining.gov/rtdc/state/.

Additional Training Information
FEMA Provided Training. These trainings include programs or courses developed for and delivered by institutions and organizations funded by FEMA. This includes the Center for Domestic Preparedness (CDP), the Emergency Management Institute (EMI), and the National Training and Education Division's (NTED) training partner programs including, the Continuing Training Grants, the National Domestic Preparedness Consortium (NDPC) and the Rural Domestic Preparedness Consortium (RDPC).

Approved State and Federal Sponsored Course Catalogue. This catalogue lists State and Federal sponsored courses that fall within the FEMA mission scope, and have been approved through the FEMA course review and approval process. An updated version of this catalog can be accessed at http://www.firstrespondertraining.gov.

Training Not Provided by FEMA. These trainings includes courses that are either State sponsored or Federal sponsored (non-FEMA), coordinated and approved by the SAA or their designated TPOC, and fall within the FEMA mission scope to prepare State, local, Tribal, and territorial personnel to prevent, protect against, mitigate, respond to, and recover from acts of terrorism or catastrophic events.
State Sponsored Courses. These courses are developed for and/or delivered by institutions or organizations other than Federal entities or FEMA and are sponsored by the SAA or their designated TPOC.

Joint Training and Exercises with the Public and Private Sectors. These courses are sponsored and coordinated by private sector entities to enhance public-private partnerships for training personnel to prevent, protect against, mitigate, respond to, and recover from acts of terrorism or catastrophic events. Overtime pay for first responders and emergency managers who participate in public-private training and exercises is allowable. In addition, States, territories, Tribes, and Urban Areas are encouraged to incorporate the private sector in government-sponsored training and exercises.

Additional information on both FEMA provided training and other federal and state training can be found at http://www.firstrespondertraining.gov.

Training Information Reporting System ("Web-Forms"). Web-Forms is an electronic form/data management system built to assist the SAA and its designated State, territory and Tribal Training Point of Contact (TPOC). Reporting training activities through Web-Forms is not required under FY 2014 HSGP, however, the system remains available and can be accessed through the FEMA Toolkit located at http://www.firstrespondertraining.gov/admin in order to support grantees in their own tracking of training.

FDEM State Training Office conditions: For the purposes of this Agreement, any training course listed on the DHS approved course catalog qualifies as an authorized course. The Recipient can successfully complete an authorized course either by attending or conducting that course.

- In order to receive payment for successfully attending an authorized training course, the Recipient must provide the Division with a certificate of course completion; additionally, the Recipient must provide the Division with all receipts that document the costs incurred by the Recipient in order to attend the course.

- In order the receive payment for successfully conducting an authorized course, the Recipient must provide the Division with the course materials and a roster sign-in sheet; additionally, the Recipient must provide the Division with all receipts that document the costs incurred by the Recipient in order to conduct the course."

- For courses that are non-DHS approved training, recipient must request approval to conduct training through the use of the Non-TED Form and provide a copy, along with email, showing approval granted for conduct.

- For the conduct of training workshops, recipient must provide a copy of the course materials and sign-in sheets.

- The number of participants must be a minimum of 15 in order to justify the cost of holding a course. For questions regarding adequate number of participants please contact the FDEM State Training Officer for course specific guidance. Unless the recipient receives advance written approval from the State Training Officer for the number of participants, then the Division will reduce the amount authorized for reimbursement on a pro-rata basis for any training with less than 15 participants.

D. Exercises

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 or free public space/locations/facilities, whenever available, prior to the rental of space/locations/facilities. Exercises should provide the opportunity to demonstrate and validate skills learned, as well as to identify any gaps in these skills. Any exercise or exercise gaps, including those for children and individuals with disabilities or access and functional needs, should be identified in the AAR/IP and addressed in the exercise cycle.

- **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.

- The applicant's (State of Florida's) formal written procurement policy or 44 CFR 13.36 – whichever is more stringent – must be followed.

- **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. Requests for overtime or backfill must be reduced by the number of hours of leave taken in the pay period. For the purposes of this agreement, leave and pay period are defined according to the Fair Labor Standards Act (FLSA).

- **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).

- **Disability Accommodations** – Materials, services, tools and equipment for exercising inclusive of people with disabilities (physical, programmatic and communications access for people with physical sensory, mental health, intellectual and cognitive disabilities).

- **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 exercise-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.

Exercise Requirements

Training and Exercise Plan Workshop. States and Urban Areas are required to conduct an annual Training and Exercise Plan Workshop (TEPW). A Multi-year Training and Exercise Plan must be developed from the workshops on an annual basis and submitted to the States respective Exercise Program point of contact. The State Exercise Program point of contact should submit a copy of the State and Urban Area plans to hseep@dhs.gov.

The Training and Exercise Plan will include the State's program priorities and a Multi-Year Training and Exercise Plan (schedule) that supports the identified priorities and aligned capabilities. In addition to submission of the Multi-Year Training and Exercise Plan to hseep@dhs.gov, all scheduled training and exercises should be entered into the HSEEP National Exercise Scheduling (NEXUS) System, located in the HSEEP Toolkit on the HSEEP website https://hseep.dhs.gov.

States must complete a cycle of progressive exercise activities during the period of this grant. Exercises conducted by States and Urban Areas may be used to fulfill similar exercise requirements required by other grant programs. For example, HHS preparedness programs require joint exercises between public health departments, the health care sector and medical countermeasure authorities including law enforcement which could provide collaborative opportunities. To this end, grantees are encouraged to invite representatives/planners involved with other federally-mandated or private exercise activities. States and Urban Areas are encouraged to share, at a minimum, the multi-year training and exercise schedule with those departments, agencies, and organizations included in the plan.

- **Exercise Scenarios.** The scenarios used in HSGP-funded exercises must be based on the State/Urban Area's THIRA. The scenarios used in HSGP-funded exercises must focus on testing capabilities, must be large enough in scope and size to exercise multiple activities and warrant involvement from multiple disciplines and/or jurisdictions and non-governmental organizations, and take into account the needs and requirements for individuals with disabilities. Exercise scenarios should align with priorities and capabilities identified in the Multi-year 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) the special event planning should be considered as a training or exercise activity for the purpose of the Multi-year Training and Exercise Plan. The State or Urban Area 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 and Improvement.** Exercises should evaluate performance of the objectives and capabilities required to respond to the exercise scenario. Guidance related to exercise evaluation and improvement planning is defined in the HSEEP located at https://hssep.dhs.gov.

- **Self-Sustaining Exercise Programs.** States are expected to develop a self-sustaining exercise program. A self-sustaining exercise program is one that is successfully able to implement, maintain, and oversee the Multi-Year Training and Exercise Plan, including the development and delivery of HSGP-funded exercises. The program must utilize a multi-disciplinary approach to the development and delivery of exercises, and build upon existing plans, training, and equipment.

- **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, disability, volunteer, and other non-governmental organizations. Non-governmental participation in exercises should be coordinated with the local Citizen Corps Council(s) or their equivalent and other partner agencies. The scenarios used in HSGP-funded exercises must focus on validating existing capabilities, must comply with and be large enough in scope and size to exercise multiple activities and warrant involvement from multiple jurisdictions and disciplines and non-governmental organizations, and take into account the needs and requirements for individuals with disabilities.

FDEM State Training Office conditions for Exercises: For the purposes of this Agreement, any exercise which is compliant with HSEEP standards and contained in the State of Florida (and County or Regional) MYTEP qualifies as an authorized exercise. The Recipient can successfully complete an authorized exercise either by attending or conducting that exercise.

- In order to receive payment for successfully attending an authorized exercise, the Recipient must provide the Division with a certificate of completion or similar correspondence signed by the individual in charge of the exercise; additionally, the Recipient must provide the Division with all receipts that document the costs incurred by the Recipient in order to attend the exercise.

- In order the receive payment for successfully conducting an authorized exercise, the Recipient must provide the Division with an ExPLAN, AAR/IP, IPC/MPC/FPC Meeting Minutes and Sign-in Sheet for exercise attendees; additionally, the Recipient must provide the Division with all receipts that document the costs incurred by the Recipient in order to conduct the exercise.
  The Recipient must include with the reimbursement package a separate copy of the page(s) from the Exercise Plan which identifies the participant agencies and a printed page(s) from the State (and County or Regional) MYTEP reflecting the exercise.

- If you require food/water for this event, request must come to the Division within 25 days of event in the following format:

  Exercise Title:
  Location:
  Exercise Date:
  Exercise Schedule:
  Estimated Number of Participants that will be fed:
  Estimated Cost for food/water:
  Description of the Exercise:

E. Procurement

All procurement transactions will be conducted in a manner providing full and open competition and shall comply with the standards articulated in:

- 44 Code of Federal Regulation, Section 13.36;
- Chapter 287, Florida Statues; and,
- any local procurement policy.

To the extent that one standard is more stringent than another, then the subgrantee must follow the more stringent standard. For example, if a State statute imposes a stricter requirement than a Federal regulation, then the subgrantee must adhere to the requirements of the State statute.

The Division shall pre-approve all scopes of work for projects funded under this agreement. Additionally, the subgrantee shall not execute a piggy-back contract unless the Division has approved the scope of work contained in the original contract that forms the basis for the piggy-back contract. Also, in order to receive reimbursement from the Division, the subgrantee must provide the Division with a suspension and debarment form for each vendor that performed work under the agreement. Furthermore, if requested by the Division, the subgrantee shall provide copies of solicitation documents including responses and justification of vendor selection.

F. Piggy-backing

The practice of procurement by one agency using the agreement of another agency is called piggybacking. The ability to piggyback onto an existing contract is not unlimited. The existing contract must contain language or other legal authority authorizing third parties to make purchases from the contract with the vendor's consent. The terms and conditions of the new contract, including the scope of work, must be substantially the same as those of the existing contract. The piggyback contract may not exceed the existing contract in scope or volume of goods or services. An agency may not use the preexisting contract merely as a "basis to begin negotiations" for a broader or materially different contract.

Section 215.971, Florida Statutes
Statutory changes enacted by the Legislature impose additional requirements on grant and subgrant agreements funded with Federal or State financial assistance. In pertinent part, Section 215.971(1) states:

(1) An agency agreement that provides state financial assistance to a recipient or subrecipient, as those terms are defined in s. 215.97, or that provides federal financial assistance to a subrecipient, as defined by applicable United States Office of Management and Budget circulars, must include all of the following:

(a) A provision specifying a scope of work that clearly establishes the tasks that the recipient or subrecipient is required to perform.

(b) A provision dividing the agreement into quantifiable units of deliverables that must be received and accepted in writing by the agency before payment. Each deliverable must be directly related to the scope of work and specify the required minimum level of service to be performed and the criteria for evaluating the successful completion of each deliverable.

(c) A provision specifying the financial consequences that apply if the recipient or subrecipient fails to perform the minimum level of service required by the agreement. The provision can be excluded from the agreement only if financial consequences are prohibited by the federal agency awarding the grant. Funds refunded to a state agency from a recipient or subrecipient for failure to perform as required under the agreement may be expended only in direct support of the program from which the agreement originated.

(d) A provision specifying that a recipient or subrecipient of federal or state financial assistance may expend funds only for allowable costs resulting from obligations incurred during the specified agreement period.

(e) A provision specifying that any balance of unobligated funds which has been advanced or paid must be refunded to the state agency.

(f) A provision specifying that any funds paid in excess of the amount to which the recipient or subrecipient is entitled under the terms and conditions of the agreement must be refunded to the state agency.

(g) Any additional information required pursuant to s. 215.97.

Failure to comply
Failure to comply with any of the provisions outlined above shall result in disallowance of reimbursement for expenditures.

G. Equipment Acquisition

The 21 allowable prevention, protection, mitigation, response, and recovery equipment categories and equipment standards for HSGP are listed on the web-based version of the Authorized Equipment List (AEL) on the Lessons Learned Information System at http://llis.gov/. 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.

Grant funds may be used for the procurement of medical countermeasures. Procurement of medical countermeasures must be conducted in collaboration with State/city/local health departments who administer Federal funds from HHS for this purpose. Procurement must have a sound threat based justification with an aim to reduce the consequences of mass casualty incidents during the first crucial hours of a response. Prior to procuring pharmaceuticals, grantees must have in place an inventory management plan to avoid large periodic variations in supplies due to coinciding purchase and expiration dates. Grantees are encouraged to enter into rotational procurement agreements with vendors and distributors. Purchases of pharmaceuticals must include a budget for the disposal of expired drugs within each fiscal year's the period of performance for HSGP. The cost of disposal cannot be carried over to another FEMA grant or grant period.

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 budget 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 recipient shall enter all equipment items with a purchase price of $1000 or more purchased with these funds in the State Resource Management Network (SRMN) within 90 calendar days of delivery. Recipients shall work with the Regional Domestic Security Task Force (RDSTF) Emergency Management (EM) Planner for access and assistance with equipment data entry.

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.

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

H. 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 2014 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 2014 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

I. Unauthorized Expenditures

a. Activities unrelated to the completion and implementation of the grant program
b. 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.

J. National Incident Management System (NIMS) Implementation

HSPD-5, "*Management of Domestic Incidents*," mandated the creation of NIMS and the National Response Framework (NRF). 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. Prior to the allocation of any Federal preparedness awards in FY2014, grantees must ensure and maintain adoption and implementation of NIMS. Additionally, 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 Training Plan. Minimum training includes: IS-100.b Introduction to ICS; IS-200.b ICS for Single Incident and Initial Action Incidents; IS-700. a NIMS: An Introduction. IS-800 NRF: An Introduction, Additional NIMS courses would include: 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_program.pdf

K. Reporting Requirements

1. Quarterly Programmatic Reporting:

The Quarterly Programmatic Report is due within 15 days after the end of the reporting periods (March 31, June 30, September 30 and December 31) 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 two (2) consecutive quarters without Recipient reflecting any activity and/or no expenditures will likely result in termination of the agreement.

Programmatic Reporting Schedule

Reporting Period	Report due to DEM no later than
January 1 through March 31	April 15
April 1 through June 30	July 15
July 1 through September 30	October 15
October 1 through December 31	January 15

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. Reimbursements must be requested within 90 calendar days of expenditure of funds, and quarterly at a minimum. Failure to submit request for reimbursement within 90 calendars of expenditure shall result in denial of reimbursement. 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.

L. Programmatic Point of Contact

Contractual Point of Contact	Programmatic Point of Contact
Michael Day FDEM 2555 Shumard Oak Blvd., Ste. 120 Tallahassee, FL 32399-2100 (850) 488-3133 Michael.Day@em.myflorida.com	Felicia Pinnock FDEM 2555 Shumard Oak Blvd., Ste. 120 Tallahassee, FL 32399-2100 (850) 410-3457 Felicia.Pinnock@em.myflorida.com

M. 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 & PERFORMANCE

Urban Areas Security Initiative (UASI): The UASI program addresses the unique risk driven and capabilities-based planning, organization, equipment, training, exercise needs, of high-threat, high-density Urban Areas based on the capability targets identified during the THIRA process and associated assessment efforts, and assists them in building an enhanced and sustainable capacity to prevent, protect against, mitigate, respond to, and recover from acts of terrorism.

Planning Deliverable: Subject to the funding limitations of this Agreement, the Division shall reimburse the Recipient for the actual cost of successfully completing Planning activities consistent with the guidelines contained in the Comprehensive Planning Guide CPG 101 v.2. For additional information, please see http://www.fema.gov/pdf/about/divisions/npd/CPG_101_V2.pdf or grant guidance (Funding Opportunity Announcement).

For the purposes of this Agreement, any planning activity such as those associated with the Threat and Hazard Identification and Risk Analysis (THIRA), State Preparedness Report (SPR), and other planning activities that support the National Preparedness Goal (NPG) and place an emphasis on updating and maintaining a current Emergency Operations Plan (EOP) are eligible. The Recipient can successfully complete a planning activity either by creating or updating such plan(s).

Organization Deliverable: Subject to the funding limitations of this Agreement, the Division will reimburse the recipient for the actual costs incurred during the periodic completion of the organizational tasks identified in Attachment B (Scope of Work). In order to qualify as eligible, the performance costs must fall into one of the following, three categories: (1) personnel costs for intelligence analysts who meet the minimum criteria outlined in Attachment B and who perform duties that enable information and intelligence sharing between governmental entities that actively monitor terrorism threats; (2) overtime costs that directly relate to participation in anti-terrorism task forces, Joint Terrorism Task Forces (JTTFs), Area Maritime Security Committees, Department of Homeland Security (DHS) Border Enforcement Security Task Forces, and DHS Integrated Border Enforcement Teams; or, (3) operational overtime costs that directly relate to backfill expenses that support staffing for State or Major Urban Area fusion centers, personnel expenses for security at critical infrastructure sites, participation in Regional Resiliency Assessment Program (RRAP) activities, Title 32 or State Active Duty National Guard deployments that serve to protect critical infrastructure sites, and border security activities that satisfy the requirements of IB 135.

Training Deliverable: Subject to the funding limitations of this Agreement, the Division shall reimburse the Recipient for the actual cost of successfully completing a training course listed on the Department of Homeland Security (DHS) approved course catalog. The catalog is available online at: http://training.fema.gov/. For the purposes of this Agreement, any training course listed on the DHS approved course catalog qualifies as an authorized course. The Recipient can successfully complete an authorized course either by attending or conducting that course.

Exercise Deliverable: Subject to the funding limitations of this Agreement, the Division shall reimburse the Recipient for the actual cost of successfully completing an exercise which meets the Department of Homeland Security Homeland Security Exercise and Evaluation Program (HSEEP) standards and is listed in A) the State of Florida Multi-Year Training & Exercise Plan (MYTEP), and B) County or Regional TEP for the region in which the subgrantee is geographically located. Information related to TEPs and HSEEP compliance can be found online at: https://www.llis.dhs.gov/hseep. For the purposes of this Agreement, any exercise which is compliant with HSEEP standards and contained in the State of Florida MYTEP qualifies as an authorized exercise. The Recipient can successfully complete an authorized exercise either by attending or conducting that exercise.

Equipment Deliverable: Subject to the funding limitations of this Agreement, the Division shall reimburse the Recipient for the actual cost of purchasing an item identified in the approved project funding template and budget of this agreement and listed on the DHS Authorized Equipment List (AEL). For the purposes of this Agreement, any item listed on the AEL qualifies as an authorized item. The 21 allowable prevention, protection, mitigation, response, and recovery equipment categories and equipment standards for HSGP are listed on the web-based version of the Authorized Equipment List (AEL) on the Lessons Learned Information System at http://llis.gov/. In addition, agencies

will be responsible for obtaining and maintaining all necessary certifications and licenses for the requested equipment.

To receive reimbursement for performance of each category, the Recipient's activities must be completed within the period of performance and in accordance with the Budget and Scope of Work, Attachment A and B of this agreement.

ATTACHMENT D

PROGRAM STATUTES, REGULATIONS AND SPECIAL CONDITIONS

1) 53 Federal Register 8034
2) Lobbying Prohibitions 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 1975;
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, Part 302
25) 48 CFR, Part 31
26) OMB Circular A-21, A-102, A-110, A-122, A-128, A-87 and A-133
27) Drug Free Workplace Act of 1988
28) False Claims Act and Program Fraud Civil Remedies (31 U.S.C. § 3729)
29) Fly America Act of 1974
30) Hotel and Motel Fire Safety Act of 1990 (15 U.S.C. §2225(a)
31) Trafficking Victims Protection Act of 2000
32) USA Patriot Act of 2001

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

   - 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)
- Federal Acquisition Regulations (FAR), Part 31.2 Contract Cost Principles and Procedures, Contracts with Commercial Organizations

C. Audit Requirements

1. 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 Funding Opportunity Announcement for this program is hereby incorporated into your award by reference. By accepting these funds, the recipient agrees that all allocations and use of funds under this grant will be in accordance with the requirements contained in the Funding Opportunity Announcement.

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 45 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.

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 through Friday 8:00AM to 5:00PM

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 CHECKLIST

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 H (found within Agreement with FDEM) been completed for this consultant and included in the reimbursement package?

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).

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 all relevant forms 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 all Forms submitted match?
- ☐ 4. Has Reimbursement Form been signed by the Grant Manager and Financial Officer?
- ☐ 5. Has the reimbursement package been entered into sub grantee's records/spreadsheet?
- ☐ 6. Have the quantity and unit cost been notated on Reimbursement Budget Breakdown?

ATTACHMENT J

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.