

RESOLUTION No. 10 – 30

A RESOLUTION OF THE MAYOR AND THE CITY COUNCIL OF THE CITY OF DORAL, FLORIDA AUTHORIZING THE CITY MANAGER TO NEGOTIATE AND ENTER INTO A 2008 URBAN AREAS SECURITY INITIATIVE SUB-AWARD AGREEMENT FOR THE PURPOSES OF ACCEPTING A \$30,000.00 AWARD TO THE CITY OF DORAL FROM THE AGREEMENT BETWEEN MIAMI-DADE COUNTY AND THE CITY OF MIAMI; AND PROVIDING FOR AN EFFECTIVE DATE

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

WHEREAS, the funding, through the State of Florida Department of Community Affairs, Division of Emergency Management, provides assistance to build enhanced and sustainable capacity to prevent, respond, and recover from threats or acts of terrorism city-wide; and

WHEREAS, Staff respectfully requests that the City Council authorize the City Manager to negotiate and enter into a 2008 UASI Sub-Award Agreement (Exhibit "A") for the purposes of accepting a \$30,000.00 award to the City of Doral from the agreement between Miami-Dade County and the City of Miami.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF DORAL, FLORIDA, AS FOLLOWS:

Section 1. The City Council hereby authorizes the City Manager to negotiate and enter into a 2008 UASI Sub-Award Agreement (Exhibit "A") for the purposes of accepting a \$30,000.00 award to the City of Doral from the agreement between Miami-Dade County and the City of Miami.

Section 2. This Resolution shall take effect immediately upon adoption.

The foregoing resolution was offered by Councilman Cabrera who moved its adoption. The motion was seconded by Councilman DiPietro and upon being put to a vote, the vote was as follows:

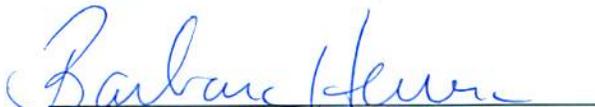
Mayor Juan Carlos Bermudez	Yes
Vice Mayor Robert Van Name	Yes
Councilman Pete Cabrera	Yes
Councilman Michael DiPietro	Yes
Councilwoman Sandra Ruiz	Yes

PASSED and ADOPTED this 10th day of February, 2010.



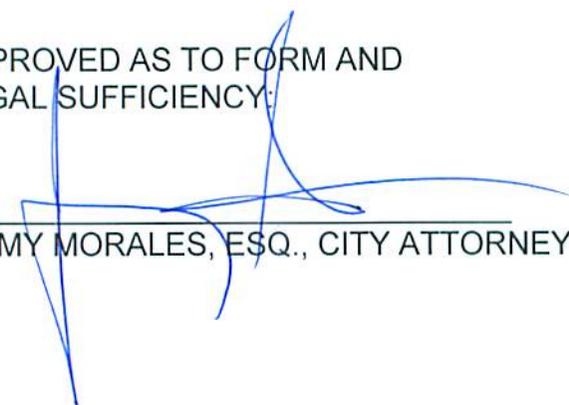
JUAN CARLOS BERMUDEZ, MAYOR

ATTEST:



BARBARA HERRERA, CITY CLERK

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:



JIMMY MORALES, ESQ., CITY ATTORNEY

EXHIBIT “A”



Memorandum

Date: January 25, 2010

To: Honorable Mayor and Council Members

Via: Yvonne Soler-McKinley, City Manager *YMS*

From: Chief Ricardo Gomez, Esq. *R Gomez*

Subject: Acceptance of 2008 UASI (Urban Areas Security Initiative) Sub-Award Agreement - CEMP

The City of Doral Police Department is requesting that Council accept a \$30,000, 2008 UASI Sub-Award Agreement (Urban Areas Security Initiative Program – CEMP) awarded to the City by Miami-Dade County and the City of Miami.

The U.S. Department of Homeland Security, Office for Domestic Preparedness has analyzed high-risk areas across the country and targeted 30 specific areas, including Miami/Miami-Dade County, to receive financial assistance for the UASI program. The funding, through the State of Florida Department of Community Affairs, Division of Emergency Management, provides assistance to build enhanced and sustainable capacity to prevent, respond to and recover from threats or acts of terrorism City wide.

Attached is the 2008 UASI Sub-Award Agreement and approval letter.

RG/er

Attachments



Always Ready, Proud To Serve

Serving Unincorporated
Dade County and the
Municipalities of:

Aventura
Bal Harbour
Bay Harbor Islands
Biscayne Park
Doral
El Portal
Florida City
Golden Beach
Hialeah Gardens
Homestead
Indian Creek
Islandia
Medley
Miami Gardens
Miami Lakes
Miami Shores
Miami Springs
North Bay Village
North Miami
North Miami Beach
Opa-locka
Palmetto Bay
Pinecrest
South Miami
Sunny Isles
Surfside
Sweetwater
Virginia Gardens
West Miami

Miami-Dade Fire Rescue Department
9300 N.W. 41st Street
Doral, Florida 33178-2414
T 786-331-5000

miamidade.gov

January 13, 2010

Eric Carpenter
City of Doral
8300 NW 53rd Street
Doral, FL 33166

Re: 2008 UASI Sub-Award Agreement

Dear Mr. Carpenter:

The 2008 Miami-Dade County Urban Area Security Initiative (UASI) Agreement between Miami-Dade County and the City of Miami has been approved. Therefore we are forwarding three (3) copies of the 2008 UASI Sub-Award Agreement to the City of Doral for completion.

Please obtain the appropriate signatures and return the Sub-Award Agreements to:

Miami-Dade Fire Rescue
Grants Management Bureau
Attn: Allie Bivin
9300 NW 41 Street
Doral, FL 33178

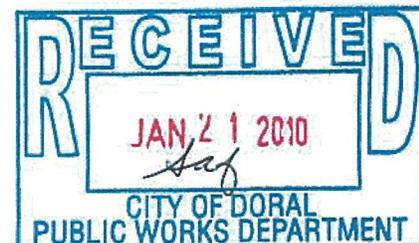
Enclosed please find a copy of the City of Miami Memorandum of Agreement with Miami-Dade County and the original UASI Award Contract from the State of Florida.

If you should have any questions you may reach me at 786-331-4472 or via email: allie.bivin@miamidade.gov.

Sincerely,

Allie Bivin
Grant Resources Manager
Miami-Dade Fire Rescue
Grants Management Bureau

AB/khb



**SUB AWARD AGREEMENT
FOR JOINT COMPLETION OF AN URBAN AREAS
SECURITY INITIATIVE PROGRAM**

This Sub Award Agreement ("Agreement") is entered into by and between Miami-Dade County ("County") and the City of Doral ("City") for the purpose of carrying out FY 2008 Urban Areas Security Initiative (UASI) program objectives.

WHEREAS, the State of Florida Division of Emergency Management and the City of Miami entered into a Federally Funded Sub Grant, Contract Number: 10DS-48-11-23-02-195 for the period beginning 11/02/09 and ending no later than May 31, 2011 for the UASI, incorporated herein as Attachment B; and

WHEREAS, Miami-Dade County and the City of Miami have entered into a Sub Award Agreement titled "Memorandum of Agreement for Participating Miami UASI Grant FY 2008 Agencies" the period 01/04/2010 to 05/31/2011 for the County's participation in the UASI; and

WHEREAS, the Miami-Dade County Board of County Commissioner's has authorized the County to enter into sub award agreements for applying for and receiving Homeland Security Grants through Resolution 1019-07, incorporated herein as Attachment C; and

WHEREAS, the City of Miami and Miami-Dade County's Department of Emergency Management and Homeland Security have established a local Urban Area Workgroup (UAWG) with responsibility for overall planning and direction of the UASI objectives; and

WHEREAS, the UAWG jointly coordinates a county-wide vulnerability analysis and needs assessment, develops a homeland security strategy, and prepares budget detail worksheets providing a spending plan for the allocation of funds based upon said strategy; and

WHEREAS, City of Doral is a jurisdiction that is included in the spending plan;

NOW, THEREFORE, in consideration of the foregoing, the County and the City of Doral do mutually agree as follows:

(1) SPENDING PLAN AND SCOPE OF WORK

The City shall fully perform the obligations in accordance with the Spending Plan and Scope of Work, Attachment A, of this Agreement.

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

Both the County and the City shall be governed by applicable State and Federal laws, rules and regulations, including but not limited to those identified in Attachments B and C.

(3) PERIOD OF AGREEMENT

This Agreement shall become effective on the date of its execution by the County and shall end on May 31, 2011 unless terminated earlier in accordance with the provisions set forth in Attachments B and C.

(4) FUNDING/CONSIDERATION

(a) This is a cost-reimbursement Agreement. The City shall be reimbursed for costs incurred in the satisfactory performance of the Spending Plan and the Scope of Work in an amount not to exceed \$30,000.00 subject to the availability of funds from the State of Florida Contract, Attachment B, and the City of Miami Memorandum of Agreement, Attachment C.

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

(c) The equipment purchased under the terms of this Agreement shall remain the property of the City. The disposition of equipment shall be made in accordance with the City's policies and procedures, and applicable federal policies and procedures.

(d) Requests for reimbursement shall be submitted to the Miami-Dade Fire Rescue Department: Attn: Allie Bivin, Grants Management Bureau. Reimbursement for eligible expenditures will be made only upon the satisfactory presentation of required supporting documents.

(e) Any payments due under the terms of this Agreement may be withheld pending the receipt and approval by the County of all reports and documents which the City is required to submit to the County pursuant to the terms of this Agreement.

(f) Encumbrances, purchase orders, or signed contracts do not qualify as incurred costs.

(g) No advance funding to the City will be provided.

(5) REPORTS

The City shall provide budget, financial, and performance reports to the County. These reports are due within 30 days after the end of each calendar quarter that the Agreement is active. A close out report is due 45 days after termination of this Agreement or upon completion of the activities contained in this Agreement.

(6) AUDITS AND RECORDS

(a) Audit required. Non-Federal entities that expend \$300,000 (*\$500,000 for fiscal years ending after December 31, 2003*) or more in a year in Federal awards shall have a single audit conducted in accordance with the provisions of OMB Circular 133 except when they elect to have a program-specific audit conducted in accordance with the OMB Circular 133.

(b) Program-specific audit election. When an auditee expends Federal awards under only one Federal program (excluding R&D) and the Federal program's laws, regulations, or grant agreements do not require a financial statement audit of the auditee, the auditee may elect to have a program-specific audit conducted in accordance with OMB Circular 133.5. A program-specific audit may not be elected for R&D unless all of the Federal awards expended were received from the same Federal agency, or the same Federal agency and the same pass-through entity, and that Federal agency, or pass-through entity in the case of a sub recipient, approves in advance a program-specific audit.

(c) Exemption when Federal awards expended are less than \$300,000 (*\$500,000 for fiscal years ending after December 31, 2003*). Non-Federal entities that expend less than \$300,000 (*\$500,000 for fiscal years ending after December 31, 2003*) a year in Federal awards

are exempt from Federal audit requirements for that year, except as noted in §215(a), of OMB Circular 133, but records must be available for review or audit by appropriate officials of the Federal agency, pass-through entity, and General Accounting Office (GAO).

(d) The County reserves the right to require the City to submit to an audit by Miami-Dade County's Audit and Management Services Department or other auditor of the County's choosing, at the City's expense. The City shall provide access to all of its records, which relate directly or indirectly to this Agreement at its place of business during regular business hours. The City shall retain all records pertaining to this Agreement and upon request make them available to the County for five years from the date the Audit Report is issued. The City agrees to provide such assistance as may be necessary to facilitate the review or audit by the County to ensure compliance with applicable accounting and financial standards.

(e) The City shall submit to the County an annual audit report in triplicate as required by OMB Circular 133, no later than nine months after the close of the fiscal year.

(f) The City shall retain all records relating to the program in accordance with Federal rules, laws and regulations, the grant agreement and this Agreement.

(g) The City shall allow the County, federal personnel, or any person authorized by the County full access to and the right to examine any of the contract records during the required Retention Period.

(h) The City shall maintain all records, pertaining to this Agreement, in accordance with generally accepted accounting principles, procedures and practices which sufficiently and properly reflect all revenues and expenditures of funds provided directly or indirectly by this Agreement.

(i) The City shall maintain all records in accordance with Title 28, CFR Part 66.42 and DOJ Financial Guide, Part III, Chapters 6 and 12.

(j) The City shall notify the County in writing, both during the term of this Agreement and after its expiration as part of the final closeout procedure, of the address where all Agreement records will be retained.

(7) MONITORING

The City shall permit the County and other persons duly authorized by the County, including representatives of the City of Miami, to inspect all contract records, facilities, equipment, materials, and services of the City which are in any way connected to the activities undertaken pursuant to the terms of this Agreement, and/or to interview any clients, employees, subcontractors, or assignees of the City. Following such inspection or interviews, the County will deliver to the City a report of its findings, and the City will rectify all deficiencies cited by the County within the specified period of time set forth in its report.

(8) CONFLICTS WITH APPLICABLE LAW

If any provision of this Agreement conflicts with any applicable law or regulation, only the conflicting provision shall be deemed by the parties here to be modified to be consistent with the law or regulation or to be deleted if modification is impossible. However, the obligations under this Agreement, as modified, shall continue and all other provisions of this Agreement shall remain in full force and effect.

Spending Plan and Scope of Work

I. Spending Plan

The Urban Area Workgroup has approved the following equipment items for purchase by the City in the UASI program category of equipment acquisition:

City of Doral

CEMP/COOP/T & E for the City of Doral	\$30,000
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II. Scope of Work

The U.S. Department of Homeland Security, Office for Domestic Preparedness (DHS/ODP) has analyzed high-risk areas across the country and targeted 30 specific areas, including Miami/Miami-Dade County, to receive financial assistance for the UASI program. The UASI program will address the unique equipment, training, planning, and organizational needs of large, high threat urban areas. The funding, through the State of Florida Department of Community Affairs, Division of Emergency Management, provides assistance to build enhanced and sustainable capacity to prevent, respond to, and recover from threats or acts of terrorism.

The UASI program established a local Urban Area Workgroup (UAWG). The UAWG is comprised of representatives from the City of Miami and Miami-Dade County. This workgroup's strategy has served as the basis for the allocation of funding in five categories: planning, equipment acquisition, training, exercise and management and administration.

The City has identified equipment needs and security priorities that have been reviewed and included in the local area UASI Spending Plan by the UAWG and approved by the DHS/ODP. The City shall be reimbursed for the items and up to the amounts specified in the Spending Plan for the successful achievement of the goals and objectives of the UASI program upon the satisfactory presentation of required supporting documentation and in accordance with policies and procedures set forth in this Agreement and Attachments B and C.

(9) MODIFICATIONS

Either party may request modification of the provisions of this Agreement. No change to the terms and conditions shall be effective until agreed to and signed by each of the parties hereto. Changes to the amount of funding may be accomplished by notice from the County to the City and shall be considered to have been modified upon receipt by the County of a written notice by the City of acceptance and receipt of a budget which details the proposed expenditure of additional funds. Any modifications to the Spending Plan that do not increase the overall cost or change the Scope of Work which is approved in writing by the County do not require a written modification to this Agreement.

(10) ASSURANCES

The City shall comply with the Statement of Assurances set forth in Attachment F, page 26, to the State of Florida Contract, and Attachment B to this Agreement.

(11) ATTACHMENTS

This Agreement has the following attachments:

- Attachment A– Spending Plan and Scope of Work
- Attachment B– State of Florida contract with the City of Miami
- Attachment C–City of Miami Memorandum of Agreement with Miami-Dade County

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized officials.

(12) AUTHORIZATION

Sub-Awardee Contract Mgr.

County Contract Mgr.

_____ Allie Bivin

Sub-Awardee

Miami-Dade County

By: _____ Date: _____

By: _____ Date: _____

Name: _____

Name: Alina T. Hudak

Title: _____

Title: Assistant County Manager

Approved _____ Mayor
Veto _____
Override _____

Agenda Item No. 3(O)(10)(A)
9-18-07

OFFICIAL FILE COPY
CLERK OF THE BOARD
OF COUNTY COMMISSIONERS
MIAMI-DADE COUNTY, FLORIDA

RESOLUTION NO. R-1019-07

RESOLUTION AUTHORIZING THE COUNTY MAYOR TO APPLY FOR, RECEIVE, ACCEPT, MODIFY, EXPEND AND AMEND GRANT FUNDS FOR HOMELAND SECURITY PROJECTS AS IDENTIFIED IN THE MIAMI-DADE COUNTY HOMELAND SECURITY BRIEFING BOOK AND THE NATIONAL PREPAREDNESS GOAL, AND THE FLORIDA DOMESTIC SECURITY STRATEGY

WHEREAS, the U.S. Department of Homeland Security developed the National Preparedness Goal (NPG) that established a vision for a National Preparedness System, which includes the National Planning Scenarios (NPS), Universal Task List (UTL), Target Capabilities List (TLC), seven National Priorities; and

WHEREAS, the state of Florida developed a statewide, multidisciplinary plan for domestic security known as the Florida Domestic Security Strategy as a key of the State's Homeland Security Program; and

WHEREAS, the Florida Domestic Security Strategy is implemented via the Regional Domestic Security Task Force under Florida Statute 943.0312; and

WHEREAS, this Board desires to accomplish the purposes outlined in the accompanying memorandum, a copy of which is incorporated herein by reference,

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA, that this Board hereby authorizes the County Mayor or his designee to apply for, receive, and expend and amend applications identified in the Miami-Dade County Homeland Security Briefing Book and in the National Preparedness Goal and Florida's Domestic Security Strategy; and authorizes the County Mayor or his designee to receive and expend grant funds, execute such contracts and agreements as required by grant guidelines or to further the purpose described in the funding request; following approval by the County Attorney's Office; to expend any and all monies received for the purposes described in the funding request; to apply for, receive and expend future funds should they become available through this federal and/or state program; to file and execute any necessary amendments to the application for and on behalf of Miami-Dade County; and to exercise amendments, modifications, renewal, cancellation and termination clauses of any resulting contracts and agreements on behalf of Miami-Dade County.

The foregoing resolution was offered by Commissioner Carlos A. Gimenez who moved its adoption. The motion was seconded by Commissioner Joe A. Martinez and upon being put to a vote, the vote was as follows:

5

Bruno A. Barreiro, Chairman	aye		
Barbara J. Jordan, Vice-Chairwoman	aye		
Jose "Pepe" Diaz	aye	Audrey M. Edmonson	aye
Carlos A. Gimenez	aye	Sally A. Heyman	absent
Joe A. Martinez	aye	Dennis C. Moss	absent
Dorrian D. Rolle	aye	Natacha Seijas	aye
Katy Sorenson	aye	Rebeca Sosa	aye
Sen. Javier D. Souto	aye		

The Chairman thereupon declared the resolution duly passed and adopted this 20th day of September, 2007. This resolution shall become effective ten (10) days after the date of its adoption unless vetoed by the Mayor, and if vetoed, shall become effective only upon an override by this Board.



Approved by County Attorney as
to form and legal sufficiency. 

Dave Murray

MIAMI-DADE COUNTY, FLORIDA
BY ITS BOARD OF
COUNTY COMMISSIONERS

HARVEY RUVIN, CLERK

By: **KAY SULLIVAN**
Deputy Clerk

City of Miami

PEDRO G. HERNANDEZ
City Manager

MAURICE L. KEMP
Fire Chief



December 7, 2009

DEC 9 2009

Katrina Hollis-Baker
Grant Writer
Miami-Dade Fire-Rescue
9300 N.W. 41st Street
Doral, FL 33179

RE: Memorandum of Understanding for UASI FY 2008
State Contract Number 10DS-48-11-23-02-195

Dear Ms. Hollis-Baker:

Please find enclosed the executed 2008 UASI agreement, its Resolution, as well as the Memorandum of Agreement between the City of Miami and Miami-Dade County, establishing the parties' responsibilities in connection with the implementation and support of the Urban Area Security Initiative Grant Project FY 2008 administered by the City of Miami's Department of Fire-Rescue. Please process and sign and return (3) originals.

Should you have any questions concerning this submittal or require further information, please contact me at (305) 416-5429 or kjordahl@miamigov.com.

Sincerely,

Kristin M. Jordahl
Project Coordinator
Miami Urban Area Security Initiative
City of Miami Department of Fire-Rescue

/kj

Enclosed

Approved _____ Mayor
Veto _____
Override _____

Agenda Item No. 3(O)(10)(A)
9-18-07

OFFICIAL FILE COPY
CLERK OF THE BOARD
OF COUNTY COMMISSIONERS
MIAMI-DADE COUNTY, FLORIDA

RESOLUTION NO. R-1019-07

RESOLUTION AUTHORIZING THE COUNTY
MAYOR TO APPLY FOR, RECEIVE, ACCEPT,
MODIFY, EXPEND AND AMEND GRANT FUNDS
FOR HOMELAND SECURITY PROJECTS AS
IDENTIFIED IN THE MIAMI-DADE COUNTY
HOMELAND SECURITY BRIEFING BOOK AND THE
NATIONAL PREPAREDNESS GOAL, AND THE
FLORIDA DOMESTIC SECURITY STRATEGY

WHEREAS, the U.S. Department of Homeland Security developed the National Preparedness Goal (NPG) that established a vision for a National Preparedness System, which includes the National Planning Scenarios (NPS), Universal Task List (UTL), Target Capabilities List (TLC), seven National Priorities; and

WHEREAS, the state of Florida developed a statewide, multidisciplinary plan for domestic security known as the Florida Domestic Security Strategy as a key of the State's Homeland Security Program; and

WHEREAS, the Florida Domestic Security Strategy is implemented via the Regional Domestic Security Task Force under Florida Statute 943.0312; and

WHEREAS, this Board desires to accomplish the purposes outlined in the accompanying memorandum, a copy of which is incorporated herein by reference,

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA, that this Board hereby authorizes the County Mayor or his designee to apply for, receive, and expend and amend applications identified in the Miami-Dade County Homeland Security Briefing Book and in the National Preparedness Goal and Florida's Domestic Security Strategy; and authorizes the County Mayor or his designee to receive and expend grant funds, execute such contracts and agreements as required by grant guidelines or to further the purpose described in the funding request; following approval by the County Attorney's Office; to expend any and all monies received for the purposes described in the funding request; to apply for, receive and expend future funds should they become available through this federal and/or state program; to file and execute any necessary amendments to the application for and on behalf of Miami-Dade County; and to exercise amendments, modifications, renewal, cancellation and termination clauses of any resulting contracts and agreements on behalf of Miami-Dade County.

The foregoing resolution was offered by Commissioner Carlos A. Gimenez who moved its adoption. The motion was seconded by Commissioner Joe A. Martinez and upon being put to a vote, the vote was as follows:

Bruno A. Barreiro, Chairman	aye		
Barbara J. Jordan, Vice-Chairwoman	aye		
Jose "Pepe" Diaz	aye	Audrey M. Edmonson	aye
Carlos A. Gimenez	aye	Sally A. Heyman	absent
Joe A. Martinez	aye	Dennis C. Moss	absent
Dorrian D. Rolle	aye	Natacha Seijas	aye
Katy Sorenson	aye	Rebeca Sosa	aye
Sen. Javier D. Souto	aye		

The Chairman thereupon declared the resolution duly passed and adopted this 20th day of September, 2007. This resolution shall become effective ten (10) days after the date of its adoption unless vetoed by the Mayor, and if vetoed, shall become effective only upon an override by this Board.



MIAMI-DADE COUNTY, FLORIDA
BY ITS BOARD OF
COUNTY COMMISSIONERS

HARVEY RUVIN, CLERK

Approved by County Attorney as
to form and legal sufficiency 

Dave Murray

By: **KAY SULLIVAN**
Deputy Clerk

Honorable Chairman Bruno A. Barreiro
and Members, Board of County Commissioners
Page No. 2

Security Grant Program is a primary funding mechanism for building and sustaining national preparedness capabilities. These grants fund a range of preparedness activities, including planning, organization, equipment purchase, training, exercise and management and administrative costs.

This resolution can be applied as a blanket authorization for the County to accept grant awards from the Department of Homeland Security. Approval of this resolution will streamline the complete grants process and avail the County of additional funding opportunities for projects or programs already identified as a homeland security need.


Assistant County Manager

**MEMORANDUM OF AGREEMENT
FOR PARTICIPATING MIAMI UASI GRANT 2008 AGENCY
"Miami-Dade County"**

This Agreement is entered into this 30th day of September, 2009, by and between the City of Miami, a municipal corporation of the State of Florida, (the "Sponsoring Agency") and Miami-Dade County, (the "Participating Agency").

RECITALS

WHEREAS, the U.S. Department of Homeland Security (USDHS) is providing financial assistance to the Miami urban area in the amount \$11,271,885 dollars through the Urban Area Security Initiative (UASI) Grant Program 2008; and

WHEREAS, the Sponsoring Agency is the coordinating agent for the Miami UASI Grant Program 2008; 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 2008 and involve core cities, core counties, contiguous jurisdictions, mutual aid partners, and State agencies; and

WHEREAS, the 2008 Urban Area has been defined as the City of Miami, Miami-Dade and Monroe Counties, and the City of Hialeah, and anticipates sub-granting a portion of the UASI funds in accordance with the grant requirements; and

WHEREAS, the City Commission, by Resolution No. 09-0413 adopted on Sept. 10, 2009, 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 2008 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 2008 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 2008. The UASI Grant Program 2008 reflects the intent of Congress and the Administration to enhance and quantify the preparedness of the nation to combat terrorism.
- D. National Incident Management System (NIMS). This system will provide a consistent nationwide approach for federal, state, and local governments to work effectively and efficiently together to prepare for, respond to, and recover from domestic incidents, regardless of cause, size, or complexity. To provide for interoperability and compatibility among Federal, State, and local capabilities, the NIMS will include a core set of concepts, principles, terminology, and technologies covering the incident command system; multi-agency coordination systems; unified command; training; identification and
- E. Urban Area Working Group (UAWG). The State Administrating Agency Point of Contact (SAA POC) must work through the Mayor/CEOs from all other jurisdictions within the defined urban area to identify POCs from these jurisdictions to serve on the Urban Area Working Group. The Urban Area Working Group will be responsible for coordinating development and implementation of all program elements, including the urban area assessment, strategy development, and any direct services that are delivered by the grant.
- F. UASI Grant Program 2008. This grant is being provided to address the unique equipment, training, planning, and exercise needs of large high threat urban areas, and program activities must involve coordination by the identified core city, core county/counties, and the respective State Administrative Agency. Funding for the UASI Grant Program 2008 was appropriated by U.S. Congress and is authorized by Public Law 108–11, the Emergency Wartime Supplemental Appropriations Act, 2003. The funding will provide assistance to build an enhanced and sustainable capacity to prevent, respond to, and recover from threats or acts of terrorism for the selected urban areas.

- G. Urban Area. An urban area is limited to inclusion of jurisdictions contiguous to the core city and county/counties, or with which the core city or county/counties have established formal mutual aid agreements.

IV. SPONSORING AGENCY SHALL BE RESPONSIBLE FOR:

- A. Providing an administrative department, which shall be the City of Miami Fire-Rescue Department, authorized to carry out the herein agreed upon responsibilities of the Sponsoring Agency.
- B. Coordinating with named counties and cities, with the respective State Administrative Agency, and with the FDEM and USDHS.
- C. Conducting a comprehensive Urban Area Assessment, which will in turn guide the development of an Urban Area Homeland Security Strategy.
- D. Ensuring the participation of the following critical players in the assessment and strategy development process: law enforcement, emergency medical services, emergency management, the fire service, hazardous materials, public works, governmental administrative, public safety communications, healthcare and public health.
- E. Developing a comprehensive Urban Area Homeland Security Strategy and submit to the SAA POC.
- F. Complying with the requirements or statutory objectives of federal law.
- G. Ensuring satisfactory progress toward the goals or objectives set forth in the grant application.
- H. Following grant agreement requirements and/or special conditions.

- I. Submitting required reports.

V. THE PARTICIPATING AGENCIES SHALL BE RESPONSIBLE FOR:

- A. Providing an administrative department, which shall be the main liaison and partner with the City of Miami Fire-Rescue Department, authorized to carry out the herein agreed upon responsibilities of the Sponsoring Agency.
- B. Developing sub-grants for municipalities within each county in accordance with UASI Grant Program 2008 requirements. Participating Agencies and sub-grantees must abide by the grant requirements including budget authorizations, required accounting and reporting on fund usage, use of funds only for the intended purpose, and tracking of federally funded assets.
- C. Submitting monthly budget detail worksheets to the City of Miami on the progress of direct purchases of equipment or services.
- D. Complying with all UASI Grant Program 2008 requirements.
- E. Participating as a member of the Urban Area Working Group to include coordinating with and assisting the City of Miami in conducting a comprehensive Urban Area Assessment, which in turn will guide development of an Urban Area Homeland Security Strategy.
- F. Ensuring the participation of the following critical players in the assessment and strategy development process: law enforcement, emergency medical services, emergency management, the fire service, hazardous materials, public works, governmental administrative, public safety communications, healthcare and public health.
- G. Assisting the sponsoring agency in development of a comprehensive Urban Area Homeland Security Strategy.

- H. Complying with the requirements or statutory objectives of federal law.
- I. Ensuring satisfactory progress toward the goals or objectives set forth in the grant application.
- J. Following UASI Grant Program 2008 agreement requirements and/or special conditions.
- K. Submitting required reports as prescribed by the Sponsoring Agency.
- L. Maintaining an equipment inventory of UASI purchased items.

VI. THE SPONSORING AGENCY AND THE PARTICIPATING AGENCY AGREE:

- A. That funding acquired and identified for the Urban Area Security Initiative will be administered solely by the Sponsoring Agency.
- B. The Participating Agencies will provide financial and performance reports to the sponsoring agency in a timely fashion. The Sponsoring Agency will prepare consolidated reports for submission to the State of Florida.
- C. The Sponsoring Agency is not responsible for personnel salaries, benefits, workers compensation or time related issues of the Participating Agency personnel.
- D. Sponsoring Agency and Participating Agency are subdivisions as defined in Section 768.28, Florida Statutes, and each party agrees to be fully responsible for the respective acts and omissions of its agents or employees to the extent permitted by law. Nothing herein is intended to serve as a waiver of sovereign immunity by any party to which sovereign immunity may be applicable. Nothing herein shall be construed as consent by a state agency or subdivision of the State of Florida to be sued by third parties in any manner arising out of this Agreement or any other contract.

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

VII. FINANCIAL AGREEMENTS

- A. Financial and Compliance Audit Report: Recipients that expend \$300,000 or more of Federal funds during their fiscal year are required to submit an organization-wide financial and compliance audit report. The audit must be performed in accordance with the U.S. General Accounting Office Government Auditing Standards and OMB Circular A-133.
- B. The Secretary of Homeland Security and the Comptroller General of the United States shall have access to any books, documents, and records of recipients of UASI Grant Program 2008 assistance for audit and examination purposes, provided that, in the opinion of the Secretary of Homeland Security or the Comptroller General, these documents are related to the receipt or use of such assistance. The grantee will also give the sponsoring agency or the Comptroller General, through any authorized representative, access to and the right to examine all records, books, papers or documents related to the grant.
- C. Financial Status Reports are due within 45 days after the end of each calendar quarter. A report must be submitted for every quarter that the award is active, including partial calendar quarters, as well as for periods where no grant activity occurs.
- D. Submit Categorical Assistance Progress Report to describe progress to date in implementing the grant and its impact on homeland security in the state.
- E. All financial commitments herein are made subject to the availability of funds and the continued mutual agreements of the parties.

VIII. CONDITIONS, AMENDMENTS, AND TERMINATION

- A. The Participating Agency will not illegally discriminate against any employee or applicant for employment on the grounds of race, color, religion, sex, age, or national origin in fulfilling any and all obligations under this Agreement.
- B. Any provision of this Agreement later found to be in conflict with Federal law or regulation, or invalidated by a court of competent jurisdiction, shall be considered inoperable and/or superseded by that law or regulation. Any provision found inoperable is severable from this Agreement, and the remainder of the Agreement shall remain in full force and effect.
- C. This Agreement may be modified or amended only with the written agreement of each of the parties.
- D. This Agreement may be terminated by either party on thirty (30) days written notice to the other party.
- E. 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.
- F. This Agreement may be executed in several parts, each of which shall be considered a valid Agreement, provided that each of the parties to the Agreement has executed at least one (1) original copy of the Agreement and has transmitted copy of the signature page hereof to the other parties.
- G. This Agreement will end on May 31, 2011, unless otherwise extended, at which time the parties may agree to renew the association. Renewal will be based on evaluation of the Sponsoring Agency's ability to conform to procedures, training and equipment standards as prescribed by the grant.

SPONSORING AGENCY

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

ATTEST:

BY: Priscilla A. Thompson
Priscilla A. Thompson
City Clerk
9-30-09

BY: [Signature]
Pedro G. Hernandez
City Manager

APPROVED AS TO FORM AND CORRECTNESS:

BY: [Signature]
Julie O. Bru
City Attorney

APPROVED AS TO INSURANCE REQUIREMENTS:

BY: [Signature]
LeeAnn Brehm, Director
Risk Management

PARTICIPATING AGENCY
"Miami-Dade County"



BY: Alina T. Hudak

NAME: Alina T. Hudak Approved as to form and Legal Sufficiency

TITLE: Asst. County Manager Assistant County Attorney

1-4-10
Date

APPROVED AS TO FORM AND
CORRECTNESS:

Participating Agency Attorney

STATE OF FLORIDA
DIVISION OF EMERGENCY MANAGEMENT
Department of Homeland Security
2008 Urban Areas Security Initiative (UASI)
CONTRACTUAL FORMS and REQUIREMENTS

Quarterly Financial History Report/ Status Report (Form 1 and Form 2):

1. These reports must be completed in full quarterly. These are required reports and must be submitted within 30 days of the end of each report period in order to be considered in compliance with the terms of the contract.
2. These reports are to include, but not be limited to, the work that has been completed, the work in progress and the timeline of the work left to be completed. If any delays from the original timeline have occurred, specify the reason and revise the completion timeline.
3. If expenditures do not occur during a given report period, Forms 1 and 2 should be submitted with complete information clearly linked to the project.

Reimbursement Request (Form 3), Detail of Claims (Form 4) and Budget Detail Worksheet (Form 4B):

1. These forms are to be filed as needed. Complete Reimbursement Request by entering all information needed for reimbursement.
2. The Detail of Claims form must accompany the Reimbursement Request form, along with the Budget detail Worksheet.
3. The Reimbursement Request form must be signed by the contract manager or someone with equal authority.

Claims are to be submitted to the following address:

STATE OF FLORIDA
DIVISION OF EMERGENCY MANAGEMENT
BUREAU OF RESPONSE
DHS GRANTS UNIT – Attn: (Carolyn Washington)
2555 SHUMARD OAK BOULEVARD
TALLAHASSEE, FLORIDA 32399-2100

Close Out Report - (Form 5):

1. Close Out Reports are due as soon as the final payment has been made and all final expenditures have occurred.
2. The contract cannot be considered closed until the Close Out Report has been received.

Documentation of project expenditures:

1. Grantees must maintain documentation of expenditures for a minimum period of five years following the close of project/program operations unless audits require a longer period of time.
2. Grantees should maintain a financial file with copies of back-up documentation for all paid project/program expenditures made by the grantee during the grant period. Documentation of expenditures against the program will be reviewed and verified during on-site monitoring visits or when necessary by the DEM staff. Acceptable documentation includes copies of purchase orders and paid vouchers, paid invoices or cancelled checks, payroll vouchers, journal transfers, etc. These documents should be submitted when requesting reimbursement.
3. In order to document hours worked on the program by permanent or temporary staff, the grantee may use its own time and attendance forms.
4. All claims for reimbursement of expenditures must be submitted on the approved DCA financial reporting forms. Claims not submitted on the proper form cannot be processed and will be returned for corrections.

IF YOU WISH TO OBTAIN THESE FORMS ELECTONICALLY, PLEASE NOTIFY YOUR CONTRACT MANAGER

**STATE OF FLORIDA
DIVISION OF EMERGENCY MANAGEMENT
FINANCIAL HISTORY REPORT/QUARTERLY STATUS REPORT
FORMS 1 AND 2**

GRANTEE: _____

AGREEMENT # _____

(check the quarter of submission along with year)
QUARTERLY REPORTING DUE DATES
 _____ JANUARY 1 – MARCH 31 – Due no later than April 30, _____
 _____ APRIL 1 – JUNE 30 – Due no later than July 31, _____
 _____ JULY 1 – SEPTEMBER 30 – Due no later than OCTOBER 31, _____
 _____ OCTOBER 1 - DECEMBER 31 – Due no later than January 31, _____

**FINANCIAL HISTORY REPORT
THIS IS A REQUIRED DOCUMENT AND MUST BE SUBMITTED QUARTERLY**

CUMULATIVE	FUNDS EXPENDED
1. Planning Costs	
2. Organizational Activities (limited to 25% of the total UASl award)	
3. Training Costs	
4. Exercise Costs	
5. Equipment Acquisition Costs	
6. Management and Administration Costs (limited to 3% of the total award)	
7. TOTAL EXPENDITURES	

TOTAL PAYMENTS PREVIOUSLY RECEIVED _____

I hereby certify that the above costs are true and valid costs incurred in accordance with the project agreement.

Signed _____
 Contract Manager or Financial Officer

**QUARTERLY STATUS REPORT
THIS IS A REQUIRED DOCUMENT AND MUST BE SUBMITTED QUARTERLY**

**This information must be clearly linked to the project TIMELINE, DELIVERABLES AND THE SCOPE OF WORK.
 Report events, progress, delays, etc. that pertain to this project**

**STATE OF FLORIDA
DIVISION OF EMERGENCY MANAGEMENT
REIMBURSEMENT REQUEST
FORM 3**

Grantee	Payment date
Address	Payment #
	Phone #
Agreement #	Agreement Amount

COSTS INCURRED DURING THE PERIOD OF: / / through / /

THIS MUST BE ACCOMPANIED BY THE DETAIL OF EXPENDITURES FORM

- | | | | |
|----|--|----|-------------|
| 1. | Planning Expenditures | \$ | <hr/> |
| 2. | Organization Activities Expenditures
(limited to 25% of the total UASI award) | \$ | <hr/> |
| 3. | Training Expenditures | \$ | <hr/> |
| 4. | Exercise Expenditures | \$ | <hr/> |
| 5. | Equipment Acquisition Expenditures | \$ | <hr/> |
| 6. | Management and Administration Expenditures
(limited to 3% of the total award) | \$ | <hr/> |
| 7. | Total Expenditures | \$ | <hr/> <hr/> |

I hereby certify that the above costs are true and valid costs incurred in accordance with the project agreement.

Signed _____
Contract Manager or Financial Officer



TO BE COMPLETED BY DEM STAFF

AGREEMENT AMOUNT	<hr/>
PREVIOUS PAYMENT(S)	<hr/>
THIS PAYMENT	<hr/>
REMAINING BALANCE	<hr/>

TOTAL AMOUNT TO BE PAID ON THIS INVOICE <hr/>

**STATE OF FLORIDA
DIVISION OF EMERGENCY MANAGEMENT
DETAIL OF CLAIMS – FORM 4B**

**THIS FORM IS BACKUP AND MUST ACCOMPANY THE REIMBURSEMENT REQUEST
AND DETAIL OF CLAIMS, FORM 4A**

Budget Detail Worksheet Issue 64 – Eligible Activities			
Allowable Planning Costs	Quantity	Unit Cost	Total Cost
Public Education/Outreach			
Develop and implement homeland security support programs and adopt ongoing DHS national initiatives			
Develop and enhance plans and protocols			
Develop or conduct assessments			
Establish, enhance, or evaluate Citizen Corps-related volunteer programs			
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)			
Conferences to facilitate planning activities			
Materials required to conduct planning activities			
Travel/per diem related to planning activities			
Overtime and backfill costs – Payment of overtime expenses will be for work performed by award (SAA) or sub-award employees in excess of the established work week (usually 40 hours) related to the planning activities for the development and implementation of the programs under HSGP.			
Other projects areas with prior approval from G&T			
Allowable Organizational Activities (limited to 25% of the total UASI award)	Quantity	Unit Cost	Total Cost
Overtime for information, investigative, and intelligence sharing activities			
Reimbursement of select operational expenses associated with increased security measures at critical infrastructure sites, incurred during time periods of DHS-declared Code Orange or Yellow (limited to 10%) or Code Orange (limited to the remaining 15%). Funds may only be used in the following authorized categories: <ul style="list-style-type: none"> • Backfill and overtime expenses for staffing state or local EOCs • Hiring of contracted security for critical infrastructure sites • Public safety overtime • National Guard deployments to protect critical infrastructure sites • Increased border security activities in coordination with CBP. 			
Hiring of contractors/consultants for participation in information/intelligence analysis and sharing groups or intelligence fusion center activities			
Allowable Training Costs	Quantity	Unit Cost	Total Cost
Overtime and backfill funding for emergency preparedness and response personnel attending G&T-sponsored and approved training classes. Grantees may also use G&T grant funds to cover overtime and backfill expenses for part-time and volunteer emergency response personnel participating in G&T training. UASI funds may also be used for training citizens in awareness, prevention, protection, response and recovery skills			
Training Workshops and Conferences -			

Full or Part-Time Staff or Contractors/Consultants			
Travel			
Supplies			
Other items			
A complete list of G&T approved courses may be found at www.ojp.usdoj.gov/odp/docs/TED_Course_Catalog2007.pdf			
Allowable Exercise Costs	Quantity	Unit Cost	Total Cost
Exercise Planning Workshop - Grant funds may be used to plan and conduct an Exercise Planning Workshop to include costs related to planning, meeting space and other meeting costs, facilitation costs, materials and supplies, travel and exercise plan development.			
Full or Part-Time Staff or Contractors/Consultants - Full or part-time staff may be hired to support exercise-related activities. Payment of salaries and fringe benefits must be in accordance with the policies of the state or local unit(s) of government and have the approval of the state or the awarding agency, whichever is applicable. The services of contractors/consultants may also be procured to support the design, development, conduct and evaluation of CBRNE exercises. The applicant's formal written procurement policy or the Federal Acquisition Regulations (FAR) must be followed.			
Overtime and backfill costs – Overtime and backfill costs associated with the design, development and conduct of CBRNE exercises are allowable expenses. Grantees may also use G&T grant funds to cover overtime and backfill expenses for part-time and volunteer emergency response personnel participating in G&T exercises.			
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 <i>OJP Financial Guide</i> . 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 <i>OJP Financial Guide</i> . For further information on federal law pertaining to travel costs please refer to www.ojp.usdoj.gov/finguide06/ .			
Supplies - Supplies are items that are expended or consumed during the course of the planning and conduct of the exercise project(s) (e.g., copying paper, gloves, tape, non-sterile masks, and disposable protective equipment).			
Other Items - These costs include the rental of space/locations for exercise planning and conduct, exercise signs, badges, etc.			
Eligible Equipment Acquisition Costs The table below highlights the allowable equipment categories for this award. A comprehensive listing of these allowable equipment categories, and specific equipment eligible under each category, can be found on the web-based Authorized Equipment List at: www.rkb.mipt.org <ul style="list-style-type: none"> • Register on the website and logon • Click on "search the RKB" • Click on "DHS Authorized Equipment List (AEL) – FY2007" • If you wish to purchase a piece of equipment from any category below, then, in the space given below that category, put the "AEL item number" and "title" 	Quantity	Unit Cost	Total Cost
Personal protective equipment			
e.g., 1.12.2.1, Covers, Outer Footwear			
Explosive device mitigation and remediation equipment			
CBRNE operational search and rescue equipment			
Information technology			

Cyber security enhancement equipment			
Interoperable communications equipment			
Detection Equipment			
Decontamination Equipment			
Medical supplies and limited pharmaceuticals			
Power equipment			
CBRNE reference materials			
CBRNE incident response vehicles			
Terrorism incident prevention equipment			
Physical security enhancement equipment			
Inspection and Screening systems			
Agriculture Terrorism Prevention, Response, and Mitigation Equipment			
CBRNE Response watercraft			
CBRNE Aviation Equipment			
CBRNE logistical support equipment			
Intervention equipment			
Other authorized equipment costs (include any construction or renovation costs in this category; Written approval must be provided by G & T prior to the use of any FY 2006 UASI funds for construction or renovation)			
Personnel			
Up to 15% of programmatic spending may be used to support the hiring of full or part-time staff to conduct eligible programmatic activities			
Eligible Management and Administration Costs			
Hiring of full-time or part-time staff or contractors/consultants: <ul style="list-style-type: none"> To assist with the management of FY06 HSGP. To assist with design, requirements, and implementation of FY06 HSGP. To assist with the implementation and administration of the State Homeland Security Strategy, as it may relate to the individual grant program. 			
Hiring of full-time or part-time staff or contractors/consultants and expenses related to: <ul style="list-style-type: none"> HSGP application submission management activities and application requirements. Meeting compliance with reporting/data collection requirements, including data calls. 			
Development of operating plans for information collection and processing necessary to respond to DHS/G & T data calls.			
Overtime and backfill costs – Payment of overtime expenses will be for work performed by award (SAA) or sub-award employees in excess of the			

**STATE OF FLORIDA
DIVISION OF EMERGENCY MANAGEMENT
2555 SHUMARD OAK BOULEVARD
TALLAHASSEE, FLORIDA 32399-2100
FORM 5
CLOSE-OUT REPORT**

This Form Should Be Completed And Submitted To The Department No
Later Than Sixty (60) Days After The Termination Date Of The Agreement

GRANTEE	AGREEMENT #
ADDRESS	AGREEMENT AMOUNT
CITY AND STATE	AGREEMENT PERIOD

(1) COST CATEGORIES	(2) TOTAL EXPENDITURES
1 Planning Costs	
2. Organizational Activities (limited to 25% of the total UASI award)	
3. Training Costs	
4. Exercise Costs	
5. Equipment Acquisition Costs	
6 Management and Administration Costs (limited to 3% of total UASI award)	
7. TOTAL EXPENDITURES	

(3) FUNDS RECEIVED UNDER THIS AGREEMENT Date	(4) Amount
1.	
2.	
3.	
4.	
5.	
6.	
7. TOTAL	

Total Funds Received From
The Division of Emergency Management
Agreement (column 4, Line 7)

Less Total Grant Award Expenditures _____
(Col. 2, Line 7)

Equal Balance of Agreement Owed to DEM _____

Refund Due to State? Yes No

If Yes, Refund Check Enclosed? Yes No

If No, Enter Date Refund will be submitted _____

Refund and/or final interest check are due no later than
ninety (90) days after the expiration date of the Agreement.

Make Check Payable to:
Cashier
Department of Community Affairs

Mail to:
Department of Community Affairs
Division of Emergency Management
2555 Shumard Oaks Boulevard
Tallahassee, Florida 32399-2100

Agreement Amount	
Less Total Funds Received under this Agreement (Column 4, Line 7)	
Balance of Agreement	

I hereby certify that the above costs are true and valid
costs incurred in accordance with the project Agreement,
and that the matching funds, in-kind or cash, were utilized
toward the project in this Agreement.

Signed _____
Contract Manager or Financial Officer

Date _____

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 the 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 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 B.

(3) PERIOD OF AGREEMENT.

This Agreement shall begin upon execution by both parties, and shall end 30 months after the date of execution, but no later than May 31, 2011, 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 Common Rule: Uniform Administrative Requirements for State and Local Governments" (53 Federal Register 8034) or OMB Circular No. A-110, "Grants and Agreements with Institutions of Higher Education, Hospitals, and Other Nonprofit Organizations," and either OMB Circular No. A-87, "Cost Principles for State and Local Governments," OMB Circular No. A-21, "Cost Principles for Educational

Institutions," or OMB Circular No. A-122, "Cost Principles for Nonprofit Organizations." If this Agreement is made with a commercial (for-profit) organization on a cost-reimbursement basis, the Recipient shall be subject to Federal Acquisition Regulations 31.2 and 931.2.

(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 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 Department or 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 Department 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 each of the following addresses:

Department of Community Affairs
Office of Audit Services
2555 Shumard Oak Boulevard
Tallahassee, Florida 32399-2100

[also send an electronic copy to aurilla.parrish@dca.state.fl.us]

and

Division of Emergency Management
Bureau of Response
2555 Shumard Oak Boulevard
Tallahassee, Florida 32399-2100

The Federal Audit Clearinghouse designated in OMB Circular A-133, as revised (submit the number of copies required by Sections .320(d)(1) and (2), OMB Circular A-133, as revised), at the following address:

Federal Audit Clearinghouse
Bureau of the Census
1201 East 10th Street
Jeffersonville, IN 47132

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 addresses:

Department of Community Affairs
Office of Audit Services
2555 Shumard Oak Boulevard
Tallahassee, Florida 32399-2100
[also send an electronic copy to aurilla.parrish@dca.state.fl.us]

and

Division of Emergency Management
Bureau of Response
2555 Shumard Oak Boulevard
Tallahassee, Florida 32399-2100

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

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

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

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

(7) REPORTS

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

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

(c) The close-out report is due 60 days after termination of this Agreement or 60 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.

(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 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 or the Department determines that a limited scope audit of the Recipient is appropriate, the Recipient agrees to comply with any additional instructions provided by the Division or the Department 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 may, 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:

Carolyn Washington, Community Assistance Consultant
Division of Emergency Management
Bureau of Response
2555 Shumard Oak Boulevard
Tallahassee, Florida 32399-2100
Telephone: (850) 410-1271
Fax: (850) 488-7842
Email: carolyn.washington@em.myflorida.com

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

Reginald K.Duren, Assistant Chief
1151 NW 7th Street, 3rd Floor
Miami, Florida 33136
Telephone: 305-416-5402
Fax: 305-416-5444
Email: RDuren@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 vendor, 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 and Scope of Work

Attachment B – Program Statutes and Regulations

Attachment C – Justification of Advance

Attachment D – Warranties and Representations

Attachment E – Certification Regarding Debarment

Attachment F – Statement of Assurances

(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 \$11,271,885, 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 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. If an advance payment is requested below, the budget data on which the request is based and a justification statement shall be included in this Agreement as Attachment C. Attachment C will specify the amount of advance payment needed and provide an explanation of the necessity for and proposed use of these funds.

_____ An advance payment of \$___X___ is requested

(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 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 (20)(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 "Department of Community Affairs" and mailed directly to the following address:

Department of Community Affairs
Cashier
Finance and Accounting
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 E) 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 Form to Report Lobbying."

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

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

(21) COPYRIGHT, PATENT AND TRADEMARK

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

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

(b) If any discovery or invention is developed in the course of or as a result of work or services performed under this Agreement, or in any way connected with it, the Recipient shall refer the discovery or invention to the Division for a determination whether the State of Florida will seek patent protection in its name. Any patent rights accruing under or in connection with the performance of this Agreement are reserved to the State of Florida. If any books, manuals, films, or other copyrightable material are produced, the Recipient shall notify the Division. Any copyrights accruing under or in connection with the performance under this Agreement are transferred by the Recipient to the State of Florida.

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

(22) LEGAL AUTHORIZATION.

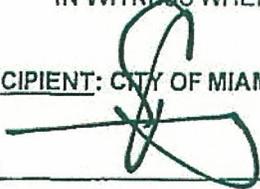
The Recipient certifies that it has the legal authority to receive the funds under this Agreement and that its governing body has authorized the execution and acceptance of this Agreement. The Recipient also certifies that the undersigned person has the authority to legally execute and bind Recipient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

(23) ASSURANCES.

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

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

RECIPIENT: CITY OF MIAMI

By:  _____

Name and title: Pedro G. Hernandez, City Manager

Date: 9/29/09

FID#: 59-6000375

STATE OF FLORIDA

DIVISION OF EMERGENCY MANGEMENT

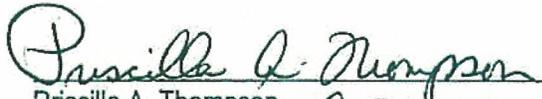
By:  _____
Name and Title: W. Craig Fugate, Director of the Division of Emergency Management

Date: 11/20/09

"Urban Area Security Initiative ("UASI") Grant Program 2008 & Memoranda of Agreements"

ATTEST:

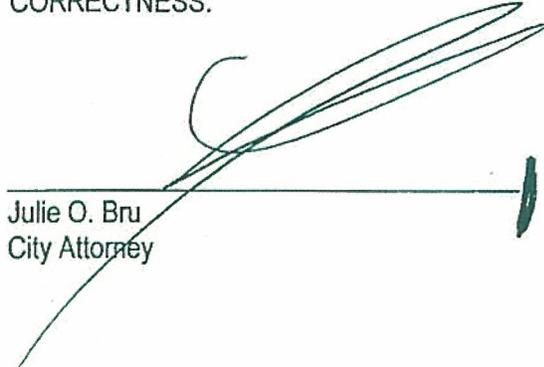
CITY OF MIAMI, FLORIDA


Priscilla A. Thompson
City Clerk

9-30-09


Pedro G. Hernandez
City Manager

APPROVED AS TO FORM AND
CORRECTNESS:


Julie O. Bru
City Attorney

APPROVED AS TO INSURANCE
REQUIREMENTS:

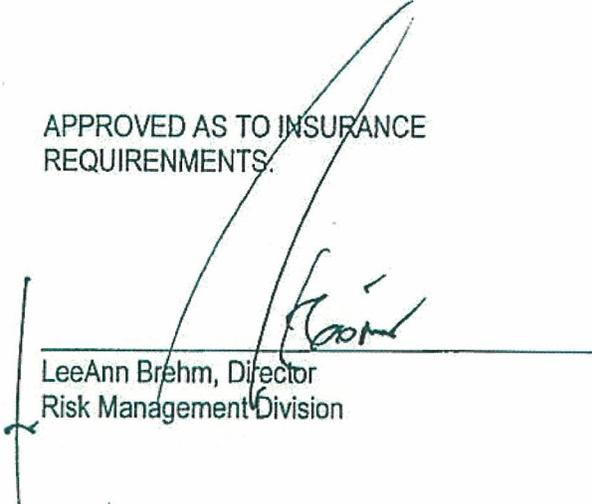

LeeAnn Brehm, Director
Risk Management Division

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: Urban Area Security Initiative (UASI)

Catalog of Federal Domestic Assistance title and number: 97.067

Award amount: \$ \$11,271,885

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

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

Federal Program:

List applicable compliance requirements as follows:

1. Recipient is to use funding to perform eligible activities as identified in the Office of Grants and Training Fiscal Year 2008-2009 State Homeland Security Grant Program (SHSGP), consistent with the Department of Homeland Security State Strategy.
2. Recipient is subject to all administrative and financial requirements or will be in violation with the terms of the agreement.

NOTE: Instead of listing the specific compliance requirements as shown above, the State awarding agency may elect to use language that requires the Recipient to comply with the requirements of applicable provisions of specific laws, rules, regulations, etc. For example, for Federal Program 1, the language may state that the Recipient must comply with specific laws, rules, or regulations that pertain to how the awarded resources must be used or how eligibility determinations are to be made. The State awarding agency, if practical, may want to attach a copy of the specific law, rule, or regulation referred to.

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.

Proposed Program Budget

- 4. 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.
- 4. The equipment category will require a "Detailed Budget Worksheet" including the proposed equipment to be purchased and the corresponding FY2008 Authorized Equipment List (AEL) reference number. The AEL can be found at www.rkb.mipt.org.
- 4. The transfer of funds between the categories listed in the "Proposed Program Budget" is permitted. However, 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.
- 4. No more than 3% of each Recipient's total award may be expended on Management and Administration costs.

Grant	Recipient/Agency	Category	Amount Allocated
Homeland Security Grant Program - Urban Area Security Initiative -- Issue 64	City of Miami	City of Miami Allocation	\$11,620,500
		State Management and Administration withheld 3%	\$348,615
		City of Miami Remaining Award after 3% reduction	\$11,271,885
		City of Miami LETP-Type Activities (25% of \$11,271,885) This amount is not in addition to the remaining award amount but instead signifies the amount needed to meet the %25 requirement.	\$2,817,971
		City of Miami eligible Management and Administration (3% of \$11,271,885) This amount is not in addition to the remaining award amount but instead signifies the amount eligible for M&A.	\$338,156
Total Award			\$11,620,500

Miami UASI 2008 Budget

LETP	UASI No.	Description of Project	2008 UASI Budget	Primary Grantee	AEL
Y	2008-001	CBRNE Emergency Planning Coordinator	\$ 70,000	Hialeah	11RE-00-RFCB
N	2008-002	Citizen Corp Training, Equipment, and Exercise	\$ 5,661	Hialeah	21GN-00-TRNG
Y	2008-003	Portable Radio Equipment	\$ 10,950	Hialeah	06CP-01-PORT
N	2008-004	Portable Radio Transceivers	\$ 100,000	Hialeah	06CP-01-PORT
N	2008-005	UHF Repeater	\$ 15,024	Hialeah	06CP-01-REPT
Y	2008-006	Mobile Data Terminals	\$ 480,000	Hialeah	04HW-01-MOBL
N	2008-007	Tactical Rescue Team Equipment Cache and Transport	\$ 150,000	Hialeah	20TE-00-NTRY
Y	2008-008	CBRNE Response Vehicle; HAZMAT Response Vehicle	\$ 380,000	Hialeah	12VE-00-MISS
N	2008-009	Crime Lab cyanosafe filtered fuming chamber	\$ 5,126	Hialeah	07BS-01-KBPA
Y	2008-010	Specialized vehicles designed to support CBRNE mission area equipment transportation requirements	\$ 40,000	Hialeah	12VE-00-MISS
N	2008-011	Integrated Weather Risk Management System	\$ 40,000	Hialeah	07SE-03-ENVS
Y	2008-012	Computer Aided Dispatch System	\$ 270,000	Hialeah	04AP-01-CADS
N	2008-013	Communications: Trailer Sustainment for UASI purchased 10-channel communication trailer	\$ 5,000	Miami	12TR-00-TEQP
Y	2008-014	Automated Fingerprint Identification System (AFIS)	\$ 43,644	Miami	20FP-00-AFIS
N	2008-015	Air Bag System Prime Mover	\$ 40,000	Miami	12TR-00-MOVR
N	2008-016	AM Radio Sustainment: Sustain UASI purchased AM Radio System & services.	\$ 5,000	Miami	06CP-03-PRAC
N	2008-017	Backup Bunker Gear (to replace contaminated gear)	\$ 200,000	Miami	02PE-02-CLTH
N	2008-018	Maintain & Sustain UASI purchased Blackberries & services.	\$ 130,000	Miami	05HS-00-FRNS
N	2008-019	Build-out of Backup/Disaster Recovery ("DR") Site	\$ 200,000	Miami	04SW-04-NETW
Y	2008-020	Security Cameras for Marinas	\$ 25,000	Miami	04MD-01-VCAM
N	2008-021	CBRNE Compliant SCBA	\$ 150,000	Miami	01AR-01-SCBA
Y	2008-022	Closed Circuit Surveillance System	\$ 436,447	Miami	01AR-01-SCBA
N	2008-023	Planning support to maintain the CEMP	\$ 50,000	Miami	Planning
N	2008-024	Sustain the City of Miami's CERT program.	\$ 4,999	Miami	PT&E
N	2008-025	Digital Vehicle Repeater (DVRS) & VRS Suitcase	\$ 25,000	Miami	06CP-01-REPT
N	2008-026	Emergency Generators	\$ 100,000	Miami	10GE-00-GENR
N	2008-027	Emergency Management Planner	\$ 230,000	Miami	Planning
N	2008-028	Emergency Response to Terrorism Training (ERT): Continued funding for ERT for the Miami Region provided by University of Miami	\$ 50,000	Miami	21GN-00-TRNG
N	2008-029	EOC Equipment	\$ 205,459	Miami	21GN-00-OCEQ
N	2008-030	EOC Laptop Sustainment	\$ 50,000	Miami	04HW-01-NTBK
N	2008-031	Maintain & Sustain two UASI purchased plotters.	\$ 2,583	Miami	04HW-02-PLOT
Y	2008-032	Explosive detection equipment for Bomb Squad	\$ 4,743	Miami	07ED-03-SWPE
N	2008-033	Fire Prevention Data Collection & Information Sharing:	\$ 10,000	Miami	13IT-00-DEXC
N	2008-034	Handheld Radio Accessories	\$ 23,800	Miami	06CP-03-PRAC
N	2008-035	Maintain & sustain UASI emergency management equipment.	\$ 25,000	Miami	21GN-00-MAIN
N	2008-036	Maintain & sustain UASI fire-rescue equipment.	\$ 166,000	Miami	21GN-00-MAIN
N	2008-037	Miami UASI Management and Administration. Includes staff (Project Coordinator and Fiscal Assistant), travel and indirect cost.	\$ 338,156	Miami	M&A
N	2008-038	Microwave Link for Public Safety Answering Points	\$ 100,000	Miami	06CP-03-MWAV
N	2008-039	Web-based emergency notification system	\$ 50,000	Miami	13IT-00-ALRT
N	2008-040	Mobile Command Unit Sustainment	\$ 5,000	Miami	12VE-00-CMDV
N	2008-041	P25 Compliant Radios, Batteries & Chargers	\$ 25,000	Miami	06CP-01-PORT
N	2008-042	PAPR Sustainment: Sustainment for UASI purchased PAPRs and accessories	\$ 15,000	Miami	01AR-03-PAPA
N	2008-043	Physical Security Enhancements for critical infrastructure protection to fire stations	\$ 10,000	Miami	13LE-00-SURV
N	2008-044	Planning, Training, & Exercises	\$ 197,800	Miami	PT&E

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N	2008-049	Maintain & sustain UASI purchased satellite phones & services.	\$	100,000	Miami	01AR-01-SCBA
Y	2008-050	Self-Contained Breathing Apparatus for SWAT	\$	5,000	Miami	19M4-00-CONT
N	2008-051	CBIRNE Equipment Storage Shelves	\$	15,000	Miami	21GN-00-TRNG
N	2008-052	Tenet Health Disaster Training	\$	24,000	Miami	21GN-00-TRNG
Y	2008-053	Terrorism Literature for Public Education	\$	150,000	Miami	21GN-00-TRNG
N	2008-054	Training Overtime	\$	15,000	Miami	06CP-01-BASE
Y	2008-055	Transportable Radio Base Stations	\$	40,000	Miami	13IT-00-INTL
N	2008-056	Video Tele-Conferencing Project Sustainment	\$	5,984	Miami	12VE-00-MISS
Y	2008-057	Two-wheeled Transporters: for fully suited bomb technicians	\$	25,000	Miami	13IT-00-INTL
Y	2008-058	Data & Information sharing web-based software for fire & police to enhance situation awareness	\$	12,000	Miami	07SE-03-ENVS
N	2008-059	Maintain & Sustain weather monitoring equipment & services.	\$	556,000	Miami	PT&E
N	2008-060	UASI Project Planning and Coordination - Sustain Project Office, Training Coordination, UAWG support, etc.	\$	283,100	Miami	Planning
Y	2008-061	Virtual Fusion Center - One Intel Analysis and Project Manager	\$	75,000	Miami	Planning
Y	2008-062	Critical Infrastructure Coordinator (FIDE)	\$	350,000	Miami	02PE-01-RCON
Y	2008-063	Bomb Squad equipment to enhance capabilities to prevent, detect, and respond to Improvised Explosive Device (IED) events.	\$	1,000,000	Miami	PT&E
Y	2008-064	Sustain regional planning, training and exercise program	\$	30,000	Miami	13IT-00-INTL
Y	2008-065	Virtual Fusion Center - Information Systems and connectivity equipment	\$	30,000	Miami	Planning
Y	2008-066	Virtual Fusion Center - Information Systems and connectivity equipment	\$	200,000	Miami-Dade	02EX-02-TLPB
Y	2008-067	Bomb Disposal Unit Response Vehicle	\$	30,000	Miami-Dade	PT&E
N	2008-068	CEMP/COOP/T & E for the City of Doral.	\$	30,000	Miami-Dade	PT&E
N	2008-069	CEMP/COOP/T & E for the City of Homestead	\$	84,258	Miami-Dade	Planning
N	2008-070	Community Preparedness/Awareness Campaign	\$	40,000	Miami-Dade	02EX-01-XRAP
Y	2008-071	County Medical Examiner Casualty Recovery - Portable X-Ray	\$	135,780	Miami-Dade	21GN-00-TRNG
Y	2008-072	Cyberterrorism Incident Response Team	\$	55,038	Miami-Dade	14SW-01-SIDP
N	2008-073	Disaster Assistance Employee Management	\$	30,000	Miami-Dade	Planning
N	2008-074	Disaster Recovery Plan for 311	\$	15,000	Miami-Dade	21GN-00-TRNG
N	2008-075	Emergency preparedness training for Jackson Memorial	\$	50,000	Miami-Dade	12VE-00-ABUS
N	2008-076	EMS Mass Casualty Prime Mover	\$	85,000	Miami-Dade	Planning
N	2008-077	Enhance Care for Vulnerable Population	\$	42,700	Miami-Dade	21GN-00-TRNG
N	2008-078	Domestic Security Division Awareness Training	\$	80,000	Miami-Dade	04AP-09-ALRT
N	2008-079	FlU Campus Alert System	\$	50,000	Miami-Dade	04AP-03-GISS
N	2008-080	GIS Application for Web Base Initial Damage Assessment	\$	30,039	Miami-Dade	12TR-00-TEQP
N	2008-081	Large Airtank Rescue Trailer	\$	50,000	Miami-Dade	08D2-02-MCDS
N	2008-082	Hydrant Decantamination Nozzle System	\$	80,000	Miami-Dade	04AP-09-ALRT
N	2008-083	Miami-Dade College Campus Alert System	\$	200,000	Miami-Dade	PT&E
N	2008-084	Planning, Training, & Exercises	\$	1,200,000	Miami-Dade	14SW-01-VIDA
Y	2008-085	Public Safety Video Streaming System	\$	110,000	Miami-Dade	02EX-00-PBIE
Y	2008-086	Regional Investigative Equipment	\$	90,000	Miami-Dade	12TR-00-MOVR
N	2008-087	Rehab Trailer and Primer Mover	\$	237,300	Miami-Dade	04AP-04-RISK
N	2008-088	Risk Management System	\$			

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Miami UASI 2008 Budget

LETP?	UASI No.	Description of Project	2008 UASI Budget	Primary Grantee	AEL
N	2008-089	Sustainment for UASI purchased Nerve Agent Antidote Kit (NAAK)	\$ 15,000	Miami-Dade	09PH-05-NAAK
N	2008-090	Temporary Shelter for Emergency Operations Center	\$ 36,000	Miami-Dade	19SS-00-SHEL
N	2008-091	Miami Microwave Interoperability Solution	\$ 66,755	Miami-Dade	06CP-03-MWAV
Y	2008-092	SWAT Hazmat Buildup	\$ 30,000	Miami-Dade	01CB-02-ENSM
N	2008-093	Technical Rescue Training	\$ 111,400	Miami-Dade	21GN-00-TRNG
N	2008-094	Incident Interoperability Software/Hardware	\$ 55,192	Miami-Dade	04AP-05-CDSS
N	2008-095	Backup Power Generator for Mid Beach Fire Radio Repeater	\$ 75,000	Miami-Dade	10GE-00-GENR
Y	2008-096	CBRNE Logistical Support Equipment (shelter system)	\$ 35,000	Miami-Dade	19SS-00-SHEL
N	2008-097	City wide full scale hands on drill and tabletops	\$ 23,978	Miami-Dade	PT&E
Y	2008-098	EOC Satellite Communications Link Bandwidth	\$ 13,000	Miami-Dade	06CC-04-SSFT
N	2008-099	US&R Training	\$ 35,000	Miami-Dade	21GN-00-TRNG
N	2008-100	Radios for deployment and mutual aid units	\$ 45,600	Miami-Dade	06CP-01
N	2008-101	Personal Protective Equipment for Public Works responders	\$ 16,300	Miami-Dade	01VT-01-ENSM
Y	2008-102	Ballistic Shield	\$ 20,000	Miami-Dade	01LE-01-SHLD
Y	2008-103	Bomb Lockers	\$ 10,000	Miami-Dade	02EX-00-EXMP
Y	2008-104	Regional SWAT Response Capabilities	\$ 15,500	Miami-Dade	01LE-02
Y	2008-105	Post Incident Emergency Vehicular Communications Radio	\$ 37,500	Miami-Dade	06CP-01-PORT
N	2008-106	Regional Citizen Corps Council planning, training, and exercises and equipment	\$ 6,881	Monroe	21GN-00-TRNG
N	2008-107	800 MHz Radios (P25 Compliant)	\$ 118,284	Monroe	06CP-01-PORT
Y	2008-108	Mobile Law Enforcement Surveillance Equipment	\$ 201,720	Monroe	13LE-00-SURV
		Total	\$ 11,271,885		

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Budget Detail Worksheet

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

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

Budget Detail Worksheet- Eligible Activities			
Allowable Planning Costs	Quantity	Unit Cost	Total Cost
Public Education/Outreach			
Develop and implement homeland security support programs and adopt ongoing DHS national initiatives, including State Preparedness Reports			
Develop and enhance plans and protocols			
Develop or conduct assessments			
Establish, enhance, or evaluate Citizen Corps-related volunteer programs			
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)			
Conferences to facilitate planning activities			
Materials required to conduct planning activities			
Travel/per diem related to planning activities			
Overtime and backfill costs - Payment of overtime expenses will be for work performed by award (SAA) or sub-award employees in excess of the established work week (usually 40 hours) related to the planning activities for the development and implementation of the programs under HSGP.			
Other projects areas with prior approval from FEMA			
Allowable LETP Planning Costs	Quantity	Unit Cost	Total Cost
Conducting point vulnerability analyses and assessments			
Soft target security planning (public gatherings)			
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			
Integrating and coordinating private sector participation with fusion center activities			
Developing and implementing civil rights, civil liberties and privacy policies, procedures, and protocols.			
Acquiring systems allowing connectivity to State, local, and Federal data networks, such as the National Crime Information Center (NCIC) and Integrated Automated Fingerprint Identification System (IAFIS), as appropriate			
Designing and developing State and local geospatial data systems			

Establishment / Enhancement of Fusion Centers <ul style="list-style-type: none"> Hiring an IT specialist to plan, develop, and implement the IT applications necessary for the fusion center Developing and planning for information/intelligence sharing groups Hiring contractors and consultants to make recommendations on the development of the fusion center 			
Allowable Organizational Activities (financed to 25% of the total FASIS award)	Quantity	Unit Cost	Total Cost
Overtime for information, investigative, and intelligence sharing activities (up to 25 percent of the allocation)			
Reimbursement of select operational expenses associated with increased security measures at critical infrastructure sites, incurred during time periods of DHS-declared alerts (up to 25 percent of the allocation). <ul style="list-style-type: none"> Backfill and overtime expenses for staffing state or local EOCs Hiring of contracted security for critical infrastructure sites Public safety overtime National Guard deployments to protect critical infrastructure sites, including all resources that are part of the standard National Guard deployment Increased border security activities in coordination with CBP 			
Hiring of new staff position contractors/consultants for participation in information/intelligence analysis and sharing groups or intelligence fusion center activities			
Allowable Training Costs	Quantity	Unit Cost	Total Cost
Overtime and backfill for emergency preparedness and response personnel attending FEMA-sponsored and approved training classes. Grantees may also use FEMA grant funds to cover overtime and backfill expenses for part-time and volunteer emergency response personnel participating in FEMA training. UASI funds may also be used for training citizens in awareness, prevention, protection, response, and recovery skills			
Training Workshops and Conferences			
Full or Part-Time Staff or Contractors/Consultants			
Travel			
Supplies			
Tuition for higher education			
Other Items			
Allowable ILETP Training Costs	Quantity	Unit Cost	Total Cost
Participation in DHS approved intelligence analyst training			
Participation in up to three non-FEMA approved intelligence analyst training			
A complete list of FEMA approved courses may be found at www.ojp.usdoj.gov/FEMA/docs/Eligible_Federal_Courses.pdf			
Allowable ILETP Costs	Quantity	Unit Cost	Total Cost

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.			
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 associated with the design, development and conduct of CBRNE exercises are allowable expenses. Grantees may also use FEMA grant funds to cover overtime and backfill expenses for part-time and volunteer emergency response personnel participating in FEMA exercises.			
Implementation of HSEEP			
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 <i>OJP Financial Guide</i> . 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 <i>OJP Financial Guide</i> . 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.			
Allowable LEHP Exercise Costs	Quantity	Unit Cost	Total Cost
Exercises to evaluate the effectiveness of information sharing plans, policies, procedures, and protocols			
Exercises to evaluate NIMS implementation. This includes costs associated with exercising components of the NIMS National Credentialing Framework			
Exercises to evaluate facility and/or vessel security protection			
Exercises to evaluate area maritime security protection			
Exercises to evaluate threat recognition capabilities			
Exercises to evaluate cyber security capabilities			
Exercises to evaluate agricultural/food security capabilities			
Exercises to evaluate prevention readiness and techniques			

"Red Team" (force on force) exercises			
Interoperable communications exercises			
Critical infrastructure vulnerability, protection, and/or attack exercises			
Eligible Equipment Acquisition Costs The table below highlights the allowable equipment categories for this award. A comprehensive listing of these allowable equipment categories, and specific equipment eligible under each category, can be found on the web-based Authorized Equipment List at: http://www.rkb.mint.org 1. Register on the website 2. Log into the website 3. Click on "search the RKB" 4. Click on "DHS SLGCP Authorized Equipment List (AEL) - FY2008" If you wish to purchase a piece of equipment from any category below, then, in the space given below that category, put the "AEL item number and title"	Quantity	Unit Cost	Total Cost
Personal protective equipment			
Explosive device mitigation and remediation equipment			
CBRNE operational search and rescue equipment			
Information technology			
Cyber security enhancement equipment			
Interoperable communications equipment			
Detection Equipment			
Decontamination Equipment			
Medical supplies and limited pharmaceuticals			
Power equipment			
CBRNE reference materials			
CBRNE incident response vehicles			
Terrorism incident prevention equipment			
Physical security enhancement equipment			

Inspection and Screening Systems			
Agriculture Terrorism Prevention, Response, and Mitigation Equipment			
CBRNE Response Aircraft			
CBRNE Aviation Equipment			
CBRNE Logistical Support Equipment			
Interventive Equipment			
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 FY2008 or ASI funds for construction or renovation)			
Personnel			
Up to 15% of programmatic spending may be used to support the hiring of full or part-time staff to conduct eligible programmatic activities			
Eligible Management and Administration Costs			
<p>Hiring of full-time or part-time staff or contractors/consultants:</p> <ul style="list-style-type: none"> To assist with the management of FY08 HSGP. To assist with design, requirements, and implementation of FY08 HSGP. To assist with the implementation and administration of the State Homeland Security Strategy, as it may relate to the individual grant program. 			
<p>Hiring of full-time or part-time staff or contractors/consultants and expenses related to:</p> <ul style="list-style-type: none"> HSGP application submission management activities and application requirements. Meeting compliance with reporting/data collection requirements, including data calls. 			
Development of operating plans for information collection and processing necessary to respond to DHS/FEMA data calls.			
<p>Overtime and backfill costs – Payment of overtime expenses will be for work performed by award (SAA) or sub-award employees in excess of the established work week (usually 40 hours) related to the M&A activities for the development and implementation of the programs under HSGP. These costs are allowed only to the extent the payment for such services is in accordance with the policies of the state or local unit(s) of 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.</p>			
Travel expenses			
Meeting-related expenses (For a complete list of allowable meeting-related expenses, please review the <i>OJP Financial Guide</i> at http://www.ojp.usdoj.gov/FinGuide).			

<p>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.</p>			
<p>The following are allowable only within the contract period:</p> <ul style="list-style-type: none"> • 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 FY08 UASI. 			

B. Scope of Work

Funding is provided to perform eligible activities as identified in the Office of Grants and Training Fiscal Year 2008 Urban Area Security Initiative (UASI) Grant Program, consistent with the Department of Homeland Security State Strategy and the Urban Area Strategy. Eligible activities are outlined in the Scope of Work for each category below:

L. Categories and Eligible Activities

Urban Area Security Initiative

FY2008 UASI allowable costs are divided into the following categories: planning, organization, equipment, training and exercises, management and administration cost are allowable cost. At least 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 more detail in the "Budget Detail Worksheet" above.

A. Planning

Developing scenario plans that incorporate the range of prevention, protection, response, and recovery activities for a scenario

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

- 4 Implementing the National Preparedness Guidelines
- 4 Costs associated with the adoption, implementation and adherence to NIMS compliance requirements; including implementing the NIMS National Credentialing Framework.
- 4 Modifying existing incident management and EOPs to ensure proper alignment with the NRF coordinating structures, processes, and protocols
- 4 Establishing or enhancing mutual aid agreements
- 4 Developing communications and interoperability protocols and solutions
- 4 Conducting local, regional, and Tribal program implementation meetings
- 4 Developing or updating resource inventory assets in accordance to typed resource definitions issued by the NIMS Integration Center (NIC)
- 4 Designing State and local geospatial data systems
- 4 Conducting public education and outreach campaigns, including promoting individual, family and business emergency preparedness; alerts and warnings education; and evacuation plans as well as IED or bombing prevention awareness
- 4 Preparing materials for the State Preparedness Report (SPR)

Developing related terrorism prevention activities including:

- 4 Developing law enforcement prevention activities, to include establishing and/or enhancing a fusion center
- 4 Hiring an IT specialist to plan, develop, and implement the IT applications necessary for a fusion center
- 4 Developing and planning for information/intelligence sharing groups
- 4 Hiring contractors and consultants to make recommendations on the development of a fusion center
- 4 Integrating and coordinating private sector participation with fusion center activities
- 4 Acquiring systems allowing connectivity to State, local, and Federal data networks, such as the National Crime Information Center (NCIC) and Integrated Automated Fingerprint Identification System (IAFIS), as appropriate
- 4 Planning to enhance security during heightened alerts, during terrorist incidents, and/or during mitigation and recovery
- 4 Multi-discipline preparation across first responder community, including EMS for response to catastrophic events and acts of terrorism
- 4 Public information/education: printed and electronic materials, public service announcements, seminars/town hall meetings, web postings coordinated through local Citizen Corps Councils
- 4 Citizen Corps volunteer programs and other activities to strengthen citizen participation
- 4 Conducting public education campaigns, including promoting individual, family and business emergency preparedness; promoting the *Ready* campaign; and/or creating State, regional or local emergency preparedness efforts that build upon the *Ready* campaign
- 4 Evaluating CIP security equipment and/or personnel requirements to protect and secure sites
- 4 CIP cost assessments, including resources (e.g., financial, personnel) required for security enhancements/deployments
- 4 Multi-Jurisdiction Bombing Prevention Plans (MJBPP)
- 4 Underwater Terrorist Protection Plans

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

- 4 Developing or enhancing EOPs and operating procedures
- 4 Developing terrorism prevention/deterrence plans
- 4 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
- 4 Developing or enhancing border security plans
- 4 Developing or enhancing cyber security plans
- 4 Developing or enhancing cyber risk mitigation plans

- 4 Developing or enhancing agriculture/food security risk mitigation, response, and recovery plans
- 4 Developing public/private sector partnership emergency response, assessment, and resource sharing plans
- 4 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 victims
- 4 Developing or updating local or regional communications plans
- 4 Developing plans to support and assist special needs jurisdictions, such as port authorities and rail and mass transit agencies
- 4 Developing or enhancing continuity of operations and continuity of government plans
- 4 Developing or enhancing existing catastrophic incident response and recovery plans to include and integrate Federal assets provided under the NRF
- 4 Developing or enhancing evacuation plans
- 4 Developing or enhancing citizen surge capacity
- 4 Developing or enhancing plans for donations and volunteer management and the engagement/integration of private sector/non-governmental entities in preparedness, response, and recovery activities
- 4 Developing or enhancing Bombing Prevention Plans
- 4 Developing school preparedness plans
- 4 Ensuring jurisdiction EOPs adequately address warnings, emergency public information, evacuation, 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 special needs populations
- 4 Developing and implementing civil rights, civil liberties and privacy policies, procedures, and protocols
- 4 Designing and developing State and local geospatial data systems

Developing or conducting assessments, including but not limited to:

- 4 Conducting point vulnerability assessments at critical infrastructure sites/key assets and develop remediation/security plans
- 4 Developing border security operations plans in coordination with CBP
- 4 Developing, implementing, and reviewing Area Maritime Security Plans for ports, waterways, and coastal areas
- 4 Updating and refining threat matrices
- 4 Conducting cyber risk and vulnerability assessments
- 4 Conducting assessments and exercising existing catastrophic incident response and recovery plans and capabilities to identify critical gaps that cannot be met by existing local and State resources
- 4 Conducting Bombing Prevention Capability Analysis
- 4 Activities that directly support the identification of specific catastrophic incident priority response and recovery projected needs across disciplines (e.g. law enforcement, fire, EMS, public health, behavioral health, public works, agriculture, information technology, and citizen preparedness)
- 4 Activities that directly support the identification of pre-designated temporary housing sites
- 4 Conducting community assessments, surveys, and research of vulnerabilities and resource needs, and determine citizen education and participation to meet the needs
- 4 Conducting Citizen Corps program assessments and evaluations, citizen preparedness surveys, volunteer impact studies, and cost/benefit analysis
- 4 Soft target security planning (public gatherings)

Other eligible planning activities are listed in the "Budget Detail Worksheet" above.

B. Organizational Activities

No more than 25 percent of each individual UASI award amount may be used for operational expenses and overtime costs for the three (3) Organizational Activities noted below.

1. 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 during DHS-declared periods of Orange or Red threat levels. Subject to these elevated threat level conditions, FY 2008 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:
 - 4 Backfill and overtime expenses for staffing state or local EOCs
 - 4 Hiring of contracted security for critical infrastructure sites
 - 4 Public safety overtime
 - 4 National Guard deployments to protect critical infrastructure sites, including all resources that are part of the standard National Guard deployment package (consumable costs, such as fuel expenses, are not allowed except as part of the standard National Guard deployment package)
 - 4 Increased border security activities in coordination with CBP.

Consumable costs, such as fuel expenses, are not allowed except as part of the standard National Guard deployment package.

States with UASI jurisdictions can use funds retained at the State level to reimburse eligible operational overtime expenses incurred by the State (up to a maximum of 15 percent of the State share of the UASI grant). However, those activities must directly support increased security measures enacted in the UASI jurisdictions.

2. **Overtime Cost.** Overtime costs are also allowable for personnel to participate in information, investigative, and intelligence sharing activities specifically related to homeland security. This includes activities such as anti-terrorism task forces, Joint Terrorism Taskforces (JTTF), Area Maritime Security Committees (as required by the Maritime Transportation Security Act of 2002), DHS Border Enforcement Security Task Forces, and Integrated Border Enforcement.

3. **Intelligence Analysts.** UASI funds may be used to hire new staff and/or contractor positions to serve as intelligence analysts to enable information/intelligence sharing capabilities. In order to be hired as an intelligence analyst, staff and/or contractor personnel must meet at least one of the following criteria:
 4. Successfully complete training to ensure baseline proficiency in intelligence analysis and production within six months of being hired; and/or,
 4. 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.Costs associated with hiring new intelligence analysts are allowable only for two years, after which States and Urban Areas shall be responsible for supporting the sustainment costs for those intelligence analysts. Use of funds for the hiring of intelligence analysts represents a commitment by the grantee to sustain Federally-funded positions after the two-year Federal funding period with non-Federal resources. Failure to sustain such positions will result in disqualification of grantees from hiring analysts with Federal funds in future program years. In order to receive funds for hiring intelligence analysts, the SAA must retain certification on file stating that the responsible jurisdiction will assume responsibility for supporting the costs of the hired analysts following the two-year Federal funding period. This certification must also be accompanied by a budget plan providing the details of this arrangement.

All intelligence analyst training should be in accordance with Global's *Minimum Criminal Intelligence Training Standards for Law Enforcement and Other Criminal Justice Agencies in the United States*, which outlines the minimum categories of training needed for intelligence analysts. These include subject-matter expertise, analytic methodologies, customer-service ethics, information handling and processing skills, critical thinking skills, computer literacy, and objectivity and intellectual honesty. A certificate of completion of such training must be on file with the SAA and must be made available to Preparedness Officers upon request.

Under no circumstances may jurisdictions exceed 25 percent of their UASI award for these activities.

C. **Equipment Acquisition**

Any equipment purchased, under this contract, must be in accordance with the *Authorized Equipment List (AEL)*, located at <http://www.rkh.us>.

D. **Training**

FY 2008 UASI funds may be used to enhance the capabilities of State and local government and non-governmental emergency preparedness and response personnel through development of a State homeland security training program.

Allowable training-related costs include:

4. Funds used to develop, deliver, and evaluate training, including costs related to administering the training, planning, scheduling, facilities, materials and supplies, reproduction of materials, and equipment.
4. Overtime and Backfill costs, as defined in this guidance, associated with attending or teaching FEMA-sponsored and/or approved training courses and programs are allowed. 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 both 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. Further, overtime costs associated with employees who participate in training in a teaching role for which they are compensated are not allowed. Fringe benefits on overtime hours are limited to Federal Insurance Contributions Act (FICA), Workers' Compensation and Unemployment Compensation.
4. 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.
4. Hiring of Full or Part-Time Staff or Contractors/Consultants to support training-related activities. Payment of salaries and fringe benefits 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, which must not exceed 15 percent of the total allocation.
4. Certification/Recertification of Instructors is an allowable cost. States are encouraged to follow the FEMA 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.

E. Exercises

All Urban Areas are required to develop a Multi-year Training and Exercise Plan and submit it to FEMA on an annual basis. This plan must tie into the Multi-year Training and Exercise Plan developed by the State and aligns with the Urban Area Homeland Security Strategy. Further, Urban Areas are encouraged to develop a Multi-year Plan and Schedule that takes into consideration anticipated training needs of the Urban Area for at least the immediate year, with exercises being timed to provide responders the opportunity to utilize training received. Further guidance concerning Training and Exercise Plan Workshops can be found in the HSEEP Volumes.

Allowable exercise-related costs include:

- 4 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.
- 4 Hiring of Full or Part-Time Staff or Contractors/Consultants -- Full or part-time staff may be hired to support exercise-related activities. Such costs must be included within the funding allowed for program management personnel expenses, which must not exceed 15 percent of the total allocation. The applicant's formal written procurement policy or the Federal Acquisition Regulations (FAR) -- whichever is more stringent -- must be followed. In no case is dual compensation allowable.
- 4 Overtime and Backfill -- Overtime and backfill costs associated with 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 (see above). Fringe benefits on overtime hours are limited to FICA, Workers' Compensation and Unemployment Compensation.
- 4 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).
- 4 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).
- 4 Other Items -- These costs include the rental of space/locations for exercise planning and conduct, rental of equipment (e.g., portable toilets, tents), food, refreshments, gasoline, exercise signs, badges, etc.

Unauthorized exercise-related costs include:

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

Exercise Scenarios.

The scenarios used in exercises must be based on the Urban Area's Homeland Security Strategy and plans. Acceptable scenarios for UASI exercises include: chemical, biological, radiological, nuclear, explosive, cyber, agricultural and natural or technological disasters. Exercise scenarios must be catastrophic in scope and size, as defined by the National Response Framework. The scenarios used must focus on validating existing capabilities and must be large enough in scope and size to exercise multiple tasks and warrant involvement from multiple jurisdictions and disciplines and non-governmental organizations. Exercise scenarios should also be based on the Multi-year Training and Exercise Plan.

If a Urban Area will be hosting an upcoming special event (e.g., Super Bowl, G-8 Summit); they anticipate participating in a Tier 2 National-Level Exercise as defined by the National Exercise Program Implementation Plan (NEP I-Plan); or they anticipate that they will apply to be a venue for a Tier 1 National-Level Exercise, as defined by the I-Plan, they should plan to use UASI funding to finance training and exercise activities in preparation for that event. 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 Plans.

F. Personnel

Personnel hiring, overtime, and backfill expenses are permitted under this grant in order to perform allowable FY 2008 HSGP planning, training, exercise, and equipment activities. Additional information can be found in your FY 2008 grant guidance.

- 4 For SHSP and UASI, a personnel cap of up to 15 percent of each of the total program funds may be used. Grantees who wish to seek a waiver from the 15 percent personnel cap must provide documentation explaining why the 15 percent personnel cap is unacceptable; waiver requests will be considered only under extreme circumstances.
- 4 The category of personnel costs does not apply to contractors.

G. Management and Administration - no more than 3% of each sub-recipient's total award may be expended on Management and Administration costs by the sub-recipients.

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

- To assist with the management of the FY2008 UASI
- To assist with design requirements and the implementation of the FY2008 UASI
- To assist with the implementation and administration of the Urban Area Homeland Security Strategy, as it may relate to the FY2008 UASI

Hiring of full-time or part-time staff or contractors/consultants and expenses related to:

- Meeting compliance reporting/data collection requirements, including data calls

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

Overtime and backfill costs - Payment of overtime expenses will be for work performed by award (SAA) or sub-award employees in excess of the established work week (usually 40 hours) related to the M&A activities for the development and implementation of the programs under HSGP. These costs are allowed only to the extent the payment for such services is in accordance with the policies of the state or local unit(s) of 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

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 to administer programs within the FY2008 UASI

H. Construction and Renovation

Project construction and renovation not exceeding \$1,000,000 is also allowable, as deemed necessary by the Office of FEMA, under the FY 2008 UASI. Such construction and renovation shall be strictly limited and allowable only when it is necessary component of a security system at critical infrastructure facilities. The following actions and improvements are considered to constitute construction or renovation:

- Construction and/or renovation to guard facilities;
- Renovation of and modifications, including the installation of security and communication equipment, to buildings and structures that are 50 years old or older;
- Communications antennas;
- Any other construction or renovation efforts that change or expand the footprint of a facility or structure, including security enhancements to improve perimeter security; and
- Physical security enhancements, including but not limited to:
 - Lighting
 - Fencing
 - Closed-circuit television (CCTV) systems
 - Motion detection systems
 - Barriers, doors, gates and related security enhancements

1. Approval Process:

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

- A description of the asset or facility, asset location, whether the infrastructure is publicly or privately owned, and the construction or renovation project;
- Certification that a facility vulnerability assessment has been conducted for the facility;
- A description of how the construction or renovation project will address the identified vulnerability(ies) from the assessment;
- A statement on the consequences of not implementing the construction or renovation project; and,
- Completed National Environmental Policy Act (NEPA) Compliance Checklist.

Note: Written approval must be provided by FEMA prior to the use of any FY 2008 UASI funds for construction or renovation.

I. Overtime and Backfill Guidance

Overtime. Expenses incurred by those personnel who, as a result of FEMA-approved activities, are performing over and above their normal, scheduled work hours or work week.

Backfill-related overtime. Expenses incurred by those personnel who are working over and above their normal, scheduled work hours, or work week, in order to perform the duties of other personnel who are temporarily assigned to FEMA-approved activities outside their core responsibilities. The OJP OC does not distinguish between Overtime and Overtime as Backfill – they are both viewed as overtime regardless of whether the individual has performed more hours in their normally assigned place of duty or if the overtime accrued as a result of being re-assigned to a different place of duty. Overtime and backfill do not result in an increase of full-time employees (FTEs).

Allowable Planning, Training, and Exercise Cost Specific to Law Enforcement Terrorism Prevention (LETP)-oriented Activities. At least 25% of UASI funds must be dedicated towards law enforcement terrorism prevention-oriented planning, organization, training, exercise and equipment activities.

J. LETP Planning Activities:

- 4 Conducting point vulnerability analyses and assessments
- 4 Soft target security planning (public gatherings)
- 4 Developing border security operations plans in coordination with CBP
- 4 Developing, implementing, and reviewing Area Maritime Security Plans for ports, waterways, and coastal areas
- 4 Updating and refining threat matrices
- 4 Integrating and coordinating private sector participation with fusion center activities
- 4 Developing and implementing civil rights, civil liberties and privacy policies, procedures, and protocols.
- 4 Acquiring systems allowing connectivity to State, local, and Federal data networks, such as the National Crime Information Center (NCIC) and Integrated Automated Fingerprint Identification System (IAFIS), as appropriate
- 4 Designing and developing State and local geospatial data systems
- 4 Costs associated with the adoption, implementation and adherence to NIMS compliance requirements; including implementing the NIMS National Credentialing Framework.
- 4 Integrating and coordinating private sector participation with fusion center activities

Establishment / Enhancement of Fusion Centers

- 4 Hiring an IT specialist to plan, develop, and implement the IT applications necessary for the fusion center
- 4 Developing and planning for information/intelligence sharing groups
- 4 Hiring contractors and consultants to make recommendations on the development of the fusion center

K. LETP Training Activities:

Law enforcement terrorism prevention protection-oriented funds may be used for a range of law enforcement terrorism prevention related training activities to enhance the capabilities of State and local personnel, including the following:

Establishment / Enhancement of Fusion Centers

Grant funds may be used to support intelligence analyst training in the following manners:

- 4 **Participation in DHS approved intelligence analyst training:** States wishing to develop or sponsor intelligence analyst courses for a national audience should submit courses to FEMA for review and approval in accordance with the process outlined in Parts VI and VII of the FY2008 grant guidance. The list of approved courses will be constantly updated and can be accessed in the FEMA catalog at http://www.firstrespondertraining.gov/odp_webforms.
- 4 **Limited participation in non-FEMA approved intelligence analyst training:** States may send students to attend non-approved intelligence analysis courses for up to three offerings in accordance with the training process outlined in Parts VI and VII of the FY 2008 grant guidance. A certificate of completion of all intelligence analysts training must be on file with the SAA and must be made available to Preparedness Officers upon request upon the hiring of personnel.

Allowable costs include training courses that focus on:

- 4 Building information sharing capacities (especially among law enforcement, nonlaw enforcement, other government agencies, and the private sector)
- 4 Methods of target hardening
- 4 Facility law enforcement security personnel, to include facilities, vessels and ports
- 4 CBRNE, agriculture, and cyber threats
- 4 History of terrorism and social environments contributing to threats
- 4 Surveillance and counter-surveillance techniques

- 4 Privacy, civil rights, and civil liberties regulations, policies, procedures, and protocols
- 4 Critical Infrastructure Protection training, to include identifying/assessing critical infrastructure assets, vulnerabilities, and threats
- 4 Cyber/agriculture/food security threats recognition and protective measures training
- 4 Cultural awareness training for community engagement activities and undercover operations related to terrorist organizations
- 4 Languages, such as Arabic, Urdu, or Farsi, which are spoken by known terrorists and terrorist organizations
- 4 Joint training with other homeland security entities (e.g., U.S. Secret Service, CBP)
- 4 Use of interoperable communications equipment
- 4 Collection, analysis, mapping, integration, and dissemination of geospatial data and imagery
- 4 Geospatial database use, design, development, and management training
- 4 Volunteer participation to support law enforcement and community policing activities related to increased citizen awareness of terrorism activities, to include the Volunteers in Police Service and Neighborhood Watch programs

L. LETP Exercise Activities

Law enforcement terrorism prevention protection-oriented funds may be used to design, develop, conduct, and evaluate terrorism prevention-related exercises, including the following:

- 4 Exercises to evaluate the effectiveness of information sharing plans, policies, procedures, and protocols
- 4 Exercises to evaluate NIMS implementation. This includes costs associated with exercising components of the NIMS National Credentialing Framework.
- 4 Exercises to evaluate facility and/or vessel security protection
- 4 Exercises to evaluate area maritime security protection
- 4 Exercises to evaluate threat recognition capabilities
- 4 Exercises to evaluate cyber security capabilities
- 4 Exercises to evaluate agricultural/food security capabilities
- 4 Exercises to evaluate prevention readiness and techniques
- 4 "Red Team" (force on force) exercises
- 4 Interoperable communications exercises
- 4 Critical infrastructure vulnerability, protection, and/or attack exercises

Where practical, these exercises should involve the public sector, non-governmental partners, trained citizen volunteers, and the general public. State and local governments should work with their Citizen Corps Councils to include volunteers from programs such as Volunteers in Police Service, Neighborhood Watch, and the general public.

J. National Incident Management System (NIMS) Compliance

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

The NIMS Integration Center (NIC) recommends 38 NIMS Compliance Objectives for nongovernmental organizations that support NIMS implementation. These activities closely parallel the implementation activities that have been required of State, territorial, tribal, and local governments since 2004 and can be found at www.fema.gov/pdf/emergency/nims/ngo_fs.pdf. To integrate nonprofit organizations into the broader national preparedness effort, DHS encourages grantees to consider pursuing these recommended activities.

Additionally, nongovernmental organizations grantees and sub-grantees will be required to meet certain NIMS compliance requirements. This includes all emergency preparedness, response, and/or security personnel in the organization participating in the development, implementation, and/or operation of resources and/or activities awarded through this grant must complete training programs consistent with the NIMS National Standard Curriculum Development Guide. Minimum training includes IS-700 NIMS: An Introduction. In addition, IS-800.a NRP: An Introduction, Incident Command System (ICS-100), Incident Command System (ICS-200), Intermediate Incident Command System (G-300), and Advanced Incident Command System (G-400) are also recommended. For additional guidance on NIMS training, please refer to http://www.fema.gov/emergency/nims/nims_training.shtml.

Additional information about NIMS implementation and resources for achieving compliance are available through the NIMS Integration Center (NIC), at <http://www.fema.gov/emergency/nims/>.

III. Reporting Requirements

1. Quarterly Programmatic Reporting:

The Quarterly Programmatic Report is due within 30 days after the end of the reporting periods (March 30, June 30, September 30 and December 30) for the life of this contract. If a report(s) is delinquent, future financial reimbursements will be withheld until the Recipient's reporting is current.

Programmatic Reporting Schedule

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

2. Programmatic Reporting-BSIR

At the end of each biannual reporting period (Jan to June and July to Dec), and for the life of the award, the subgrantee/recipient will report information for the federally required Biannual Strategy and Implementation Report (BSIR).

3. Reimbursement Requests:

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

3. Close-out Programmatic Reporting:

The Close-out Report is due to the Florida Division of Emergency Management no later than 60 days after the contract is either completed or the contract has expired.

4. Monitoring:

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

Florida has enhanced the state and local capability and capacity to prevent, prepare and respond to terrorist threats since 1999 through various funding sources including federal grant funds. As the steward of the State Homeland Security Grant Program funds, projects and equipment the Florida Division of Emergency Management (FDEM) has a responsibility to track and monitor the status of the grant activity and items purchased.

The monitoring process detailed in this document is designed to assess a recipient agency's compliance with applicable state and federal guidelines. The FDEM is responsible for monitoring the financial, programmatic and capability portion of the grant to include equipment procurement and compliance with applicable SHSGP grant guidance and statutory regulations.

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/capability. Financial monitoring is the review of records associated with the purchase and disposition of property, projects and contracts. Capability review 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 defined as the review of projects, financial activity and technical assistance between the program office and the applicant via e-mail and telephone. Site visits are defined as actual visits to the recipient agency's location by a team or members of the FDEM or their designee, to actually observe records, procedures and equipment.

Frequency of annual monitoring activity:

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

Examples of areas that may 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
Specific difficulties completing the project.

Agency NIMS/ICS compliance documentation

In certain circumstances, the FDEM may request additional monitoring/information if the activity, or lack thereof, on the part of the specific recipient has generated questions from the region, the sponsoring state agency or the FDEM leadership. The method of gathering this information will be determined on a case-by-case basis.

Desk monitoring is an on-going process. Agency recipients will be required to participate in desk top monitoring on an annual basis and as determined by the FDEM. The agency recipients will complete and submit the desk top monitoring within 14 business calendar days of receipt. 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.

Site Visits

Site visits will be conducted by the FDEM or their designated personnel. Site visits will be scheduled in advance with the recipient agency POC designated in the grant agreement. Monitoring questionnaires will be provided in advance of the visit.

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.

Site Visit Protocol

The following outlines the monitoring protocol for the FDEM:

The site 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 site visit checklist to assist in the completion of all required tasks.

Site Visit Preparation

A letter will be sent to recipient agency Point of Contact (POC) stating the purpose of the site visit and sent at least 30 calendar days before the planned arrival date. FDEM personnel will call within the next 10 calendar days to schedule an appointment to review the grantee's program.

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.

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

Any personnel from the FDEM attending the site visit will review the grantee's corresponding folder(s) before the visit. Prior to the visit, individual roles will be identified for the site visit. Copies of applicable documents will be made and distributed to the site visit team at a minimum of five (5) calendar days before the visit. A reminder e-mail should be sent to all team members and the recipient POC one business day in advance of the site visit.

Site 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 capital 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 Site Visit

FDEM personnel will review the site visit worksheet as a team and receive notes from the Financial Review Team, if applicable.

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 also be generated and sent to the grantee. The grantee will submit a Corrective Action Plan within a timeframe as determined by the FDEM. The Site Visit Worksheet, report and photographs will then be included in the grantee's file along with any documents distributed at the site visit by the grantee.

K. Programmatic Point of Contact

Contractual Point of Contact	Programmatic Point of Contact
Carolyn Washington FDEM 2555 Shumard Oak Blvd. Tallahassee, FL 32399-2100 (850) 410-1271 Carolyn.washington@em.myflorida.com	Nicole Stanley FDEM 2555 Shumard Oak Blvd. Tallahassee, FL 32399-2100 (850) 410-3457 Nicole.stanley@em.myflorida.com

L. Contractual Responsibilities

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

Attachment B

Program Statutes and Regulations

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

Attachment C

JUSTIFICATION OF ADVANCE PAYMENT

RECIPIENT:

Indicate by checking one of the boxes below, if you are requesting an advance. If an advance payment is requested, budget data on which the request is based must be submitted. Any advance payment under this Agreement is subject to s. 216.181(16), Florida Statutes. The amount which may be advanced shall not exceed the expected cash needs of the Recipient within the initial three months of the Agreement.

NO ADVANCE REQUESTED

No advance payment is requested. Payment will be solely on a reimbursement basis. No additional information is required.

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.

ADVANCE REQUEST WORKSHEET

If you are requesting an advance, complete the following worksheet

DESCRIPTION	(A) FFY 2005-2006	(B) FFY 2006-2007	(C) FFY 2007-2008	(D) Total
1 INITIAL CONTRACT ALLOCATION				
2 FIRST THREE MONTHS CONTRACT EXPENDITURES ¹				
3 AVERAGE PERCENT EXPENDED IN FIRST THREE MONTHS (Divide line 2 by line 1.)				

¹ First three months expenditures need only be provided for the years in which you requested an advance. If you do not have this information, call your consultant and he or she will assist you.

MAXIMUM ADVANCE ALLOWED CALCULATION:

$$\text{Cell D3} \times \$ \text{DEM Award (Do not include any match)} = \text{MAXIMUM ADVANCE}$$

REQUEST FOR WAIVER OF CALCULATED MAXIMUM

- Recipient has no previous DCA/DEM contract history. Complete Estimated Expenses chart and Explanation of Circumstances below.
- Recipient has exceptional circumstances that require an advance greater than the Maximum Advance calculated above.

Complete Estimated Expenses chart and Explanation of Circumstances below. Attach additional pages if needed.

ESTIMATED EXPENSES

BUDGET CATEGORY	2008-2009 Anticipated Expenditures for First Three Months of Contract
ADMINISTRATIVE COSTS (Include Secondary Administration.)	
PROGRAM EXPENSES	
TOTAL EXPENSES	

Explanation of Circumstances:

Attachment D
Warranties and Representations

Financial Management

Recipient's financial management system shall provide for 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 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 conducted 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 objective 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 offer or 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 offer 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 herein, 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 such 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 _____

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.

CONTROL# 17274

Attachment E (I)

Certification Regarding
Debarment, Suspension, Ineligibility
And Voluntary Exclusion

Subcontractor Covered Transactions

- (1) The prospective contractor of the Recipient, University of Miami - Gordon Center for Research in Medical Education, 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 contractor is unable to certify to the above statement, the prospective contractor shall attach an explanation to this form.

SUBCONTRACTOR:
University of Miami-
Gordon Center for Research in Medical Education

By: [Signature] City of Miami
 Signature Humberto Speziani Recipient's Name
 Interim Vice President
 Name and Title 09DS-48-11-23-02
 Business Services, University of Miami Division Contract Number
 PO Box 248106
 Street Address
 Coral Gables, FL 33124-1432
 City, State, Zip
 March 2, 2009
 Date

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Attachment E (II)

Certification Regarding
Debarment, Suspension, Ineligibility
And Voluntary Exclusion

Subcontractor Covered Transactions

- (1) The prospective contractor of the Recipient, DavisLogic, Inc. dba All Hands Consulting, 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 contractor is unable to certify to the above statement, the prospective contractor shall attach an explanation to this form.

SUBCONTRACTOR:

Steven C. Davis

By: 
Signature

City of Miami
Recipient's Name

Steven C. Davis, President
Name and Title

09DS-48-11-23-02
Division Contract Number

10025 Maple Ave.
Street Address

Columbia, MD, 21046
City, State, Zip

January, 13, 2009
Date

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Attachment F
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 hours 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 insure 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.

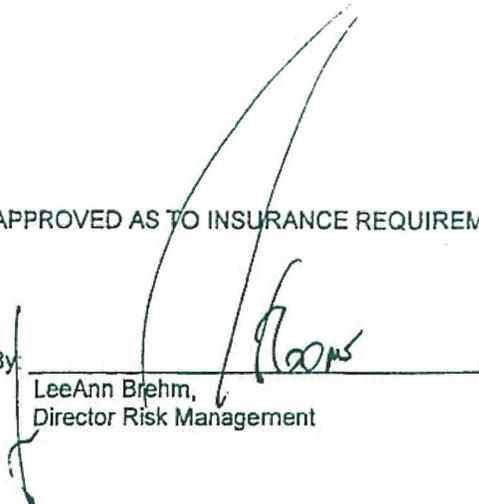
13. In the event a Federal or State court or Federal or State administrative agency makes a finding of discrimination after a due process hearing on the Grounds of race, color, religion, national origin, sex, or disability against a recipient of funds, the recipient will forward a copy of the finding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

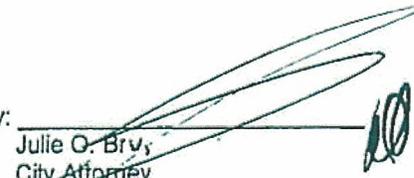
15. It will comply with the provisions of the Coastal Barrier Resources Act (P.L. 97-348) dated October 19, 1982 (16 USC 3501 et seq.) which prohibits the expenditure of most new Federal funds within the units of the Coastal Barrier Resources System.

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.

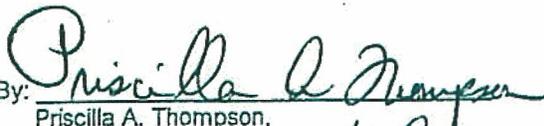
APPROVED AS TO INSURANCE REQUIREMENTS:

By: 
LeeAnn Brehm,
Director Risk Management

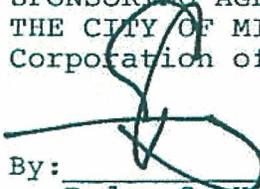
APPROVED AS TO FORM AND
CORRECTNESS:

By: 
Julie O. Brv,
City Attorney

ATTEST:

By: 
Priscilla A. Thompson,
City Clerk
10-9-09

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

By: 
Pedro G. Hernandez
City Manager



AGENDA ITEM SUMMARY FORM

FILE ID: 09-00899

Date: 3/18/2009

Requesting Department: Fire-Rescue

Commission Meeting Date: 9/10/2009

District Impacted: _____

Law Department
Matter ID No.
09-1760

Type: Resolution Ordinance Emergency Ordinance Discussion Item
 Other _____

Subject: Urban Area Security Initiative Grant Program 2008 & Memoranda of Agreements

Purpose of Item:

Resolution to establish a special revenue project titled the Urban Area Security Initiative ("UASI") Grant Program 2008; appropriating funds in the amount of \$11,271,885; received from the U.S. Department of Homeland Security; passed directly through the State of Florida Division of Emergency Management; and authorizing the City Manager to execute Memoranda of Agreements with Miami-Dade and Monroe counties and the City of Hialeah; setting forth their responsibilities in connection with the support of the UASI Project administered by the City of Miami Department of Fire-Rescue.

Background Information:

(ATTACHMENT)

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Budget Impact Analysis

NO Is this item related to revenue?
YES Is this item an expenditure? If so, please identify funding source below:
General Account No: _____
Special Revenue Account No: UASI Grant Project
CIP Project No: _____
NO Is this item funded by Homeland Defense/Neighborhood Improvement Bonds?

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By: 09-08

Start Up Capital Cost: \$0.00
Maintenance Cost: \$0.00
Total Fiscal Impact: \$0.00

Final Approvals
(SIGN AND DATE)

CIP _____ Budget MAC [Signature] Bush 7/21/09
If using or receiving capital funds
Grants _____ Risk Management _____
Purchasing _____ Dept. Director _____
Chief _____ City Manager _____

Background Information: (continued)

The United States Department of Homeland Security, through the State of Florida Division of Emergency Management (DEM), has sub-granted the Urban Area Security Initiative (UASI) Grant Program 2008 to the City of Miami and its contiguous counties (Miami-Dade and Monroe, and the City of Hialeah) in the amount of \$11,271,885. This program targets homeland security funding to "high threat" urban areas in order to prevent, respond, and recover from threats or acts of terrorism and other disasters of natural or man-made origin.

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

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

In addition, the City Commission authorizes the City Manager to execute Memorandum of Agreements with contiguous counties, Miami-Dade and Monroe Counties, and the City of Hialeah, setting forth the parties' responsibilities in connection with the development and support of the UASI Program 2008 which is administered by the City of Miami Department of Fire-Rescue.

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FUND TITLE: Urban Area Security Initiative (UASI)
Grant Program FY 2008

RESOURCES: Department of Homeland Security (DHS) \$11,271,885
directly to the State of Florida Division
of Emergency Management (FDEM)

APPROPRIATIONS: \$11,271,885

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City of Miami

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

Master Report

Resolution R-09-0413

File ID #: 09-00899

Enactment Date: 9/10/09

Version: 1

Controlling Office of the City
Body: Clerk

Status: Passed

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EMERGENCY MANAGEMENT
9/10/09

Title: A RESOLUTION OF THE MIAMI CITY COMMISSION, WITH ATTACHMENT(S), ESTABLISHING A NEW SPECIAL REVENUE PROJECT ENTITLED: "URBAN AREA SECURITY INITIATIVE ("UASI") GRANT PROGRAM FISCAL YEAR 2008", AND APPROPRIATING FUNDS FOR THE OPERATION OF SAME, IN THE AMOUNT OF \$11,271,885, CONSISTING OF A GRANT FROM THE UNITED STATES DEPARTMENT OF HOMELAND SECURITY, DIRECTLY TO THE STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT; AUTHORIZING THE CITY MANAGER TO ACCEPT SAID GRANT AWARD AND TO EXECUTE THE NECESSARY DOCUMENTS TO IMPLEMENT ACCEPTANCE OF SAID GRANT AWARD; AUTHORIZING THE EXPENDITURE OF FUNDS TO VARIOUS GOVERNMENTAL AGENCIES DESIGNATED FOR HOMELAND SECURITY EXPENSE PURSUANT TO THE UASI GRANT GUIDELINES; FURTHER AUTHORIZING THE CITY MANAGER TO EXECUTE MEMORANDUM OF AGREEMENT(S), IN SUBSTANTIALLY THE ATTACHED FORM(S), WITH ITS CONTIGUOUS COUNTIES, MIAMI-DADE AND MONROE, AND THE CITY OF HIALEAH, SETTING FORTH THE PARTIES' RESPONSIBILITIES IN CONNECTION WITH THE DEVELOPMENT AND SUPPORT OF THE UASI PROJECT ADMINISTERED BY THE CITY OF MIAMI DEPARTMENT OF FIRE-RESCUE, CONTINGENT UPON FUNDING OF SAID PROJECT BEING SECURED.

Reference:

Introduced: 8/18/09

Name: Establish Revenue Proj.-UASI 2008 Grant Prgm

Requester: Department of
Fire-Rescue

Cost:

Final Action: 9/10/09

Notes:

Sections:

Indexes:

Attachments: 09-00899 Legislation.pdf, 09-00899 Exhibit 1.pdf, 09-00899 Exhibit 2.pdf, 09-00899 Exhibit 3.pdf, 09-00899 Exhibit 4.pdf, 09-00899 Summary Form.pdf, 09-00899 FUND TITLE.pdf

Action History

Ver.	Acting Body	Date	Action	Sent To	Due Date	Returned	Result
1	Office of the City Attorney	8/31/09	Reviewed and Approved				

- 1 City Commission 9/10/09 ADOPTED
A motion was made by Marc David Sarnoff, seconded by Angel González, that this matter be ADOPTED. The motion carried by the following vote:
Aye: 5 - Angel González, Marc David Sarnoff, Joe Sanchez, Tomas Regalado and Michelle Spence-Jones
- 1 Office of the Mayor 9/15/09 Signed by the Mayor Office of the City Clerk
- 1 Office of the City Clerk 9/16/09 Signed and Attested by City Clerk
-

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City of Miami
Legislation
Resolution

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

File Number: 09-00899

Final Action Date:

A RESOLUTION OF THE MIAMI CITY COMMISSION, WITH ATTACHMENT(S), ESTABLISHING A NEW SPECIAL REVENUE PROJECT ENTITLED: "URBAN AREA SECURITY INITIATIVE ("UASI") GRANT PROGRAM FISCAL YEAR 2008", AND APPROPRIATING FUNDS FOR THE OPERATION OF SAME, IN THE AMOUNT OF \$11,271,885, CONSISTING OF A GRANT FROM THE UNITED STATES DEPARTMENT OF HOMELAND SECURITY, DIRECTLY TO THE STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT; AUTHORIZING THE CITY MANAGER TO ACCEPT SAID GRANT AWARD AND TO EXECUTE THE NECESSARY DOCUMENTS TO IMPLEMENT ACCEPTANCE OF SAID GRANT AWARD; AUTHORIZING THE EXPENDITURE OF FUNDS TO VARIOUS GOVERNMENTAL AGENCIES DESIGNATED FOR HOMELAND SECURITY EXPENSE PURSUANT TO THE UASI GRANT GUIDELINES; FURTHER AUTHORIZING THE CITY MANAGER TO EXECUTE MEMORANDUM OF AGREEMENT(S), IN SUBSTANTIALLY THE ATTACHED FORM(S), WITH ITS CONTIGUOUS COUNTIES, MIAMI-DADE AND MONROE, AND THE CITY OF HIALEAH, SETTING FORTH THE PARTIES' RESPONSIBILITIES IN CONNECTION WITH THE DEVELOPMENT AND SUPPORT OF THE UASI PROJECT ADMINISTERED BY THE CITY OF MIAMI DEPARTMENT OF FIRE-RESCUE, CONTINGENT UPON FUNDING OF SAID PROJECT BEING SECURED.

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

WHEREAS, the USDHS, through the State of Florida Division of Emergency Management, has sub-granted an Urban Area Security Initiative ("UASI") Grant Project 2008 to the City of Miami ("City") in the amount of \$11,271,885; and

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

WHEREAS, in accordance with the UASI Grant Program 2008, the attached Memorandum of Agreements with the City's contiguous counties, Miami-Dade and Monroe Counties, and the City of Hialeah, will provide the necessary guidelines to coordinate the UASI Grant Program 2008 and will permit the City to reimburse Miami-Dade and Monroe Counties, and the City of Hialeah for its

expenditures that are compliant with said project;

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

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

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

PROJECT TITLE: Urban Area Security Initiative Grant Program Fiscal Year 2008

RESOURCES: Department of Homeland Security directly to the \$11,271,885
State Of Florida Division of Emergency Management

APPROPRIATIONS: \$11,271,885

Section 3. The City Manager is authorized {1} to accept said grant award and to execute the necessary documents to implement the acceptance of said grant award.

Section 4. The City Manager is authorized {1} to execute Memorandum of Agreement(s), in substantially the attached form(s), with its contiguous counties, Miami-Dade and Monroe, and the City of Hialeah, setting forth the parties' responsibilities in connection with the development and support of the UASI Project administered by the City of Miami Department of Fire-Rescue, an UASI sponsoring agency, contingent upon funding of said project being secured.

Section 5. This Resolution shall become effective immediately upon its adoption and signature of the Mayor {2}

APPROVED AS TO FORM AND CORRECTNESS:


JULIE O. BRU
CITY ATTORNEY

Footnotes:

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

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