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DOMESTIC SECURITY UNIT

Contract Number: 12-DS-22-11-23-02- 286

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FEDERALLY-FUNDED SUBGRANT AGREEMENT

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

THIS AGREEMENT IS ENTERED INTO BASED ON THE FOLLOWING REPRESENTATIONS:

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

B. The Division has received these grant funds from the State of Florida, and has the authority to subgrant these funds to the Recipient upon the terms and conditions below; and

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

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

(1) SCOPE OF WORK.

The Recipient shall perform the work in accordance with the Budget and Scope of Work, Attachment A 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 or October 1, 2011, whichever is later, and shall end April 30, 2014, unless terminated earlier in accordance with the provisions of Paragraph (12) of this Agreement.

(4) MODIFICATION OF CONTRACT

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

(5) RECORDKEEPING

(a) As applicable, Recipient's performance under this Agreement shall be subject to the federal OMB Circular No. A-102, "Common Rule: Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments" (53 Federal Register 8034) or OMB Circular No. A-110, "Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals, and Other Nonprofit Organizations," and either OMB Circular No. A-87, "Cost Principles for State, Local and Indian Tribal Governments," OMB Circular No. A-21, "Cost Principles for Educational Institutions," or OMB Circular No. A-122, "Cost Principles for Non-profit Organizations."

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

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

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

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

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

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

(6) AUDIT REQUIREMENTS

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

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

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

(d) If the Recipient is a State or local government or a non-profit organization as defined in OMB Circular A-133, as revised, and in the event that the Recipient expends \$500,000 or more in Federal awards in its fiscal year, the Recipient must have a single or program-specific audit conducted in

accordance with the provisions of OMB Circular A-133, as revised. EXHIBIT 1 to this Agreement shows the Federal resources awarded through the Division by this Agreement. In determining the Federal awards expended in its fiscal year, the Recipient shall consider all sources of Federal awards, including Federal resources received from the Division. The determination of amounts of Federal awards expended should be in accordance with the guidelines established by OMB Circular A-133, as revised. An audit of the Recipient conducted by the Auditor General in accordance with the provisions of OMB Circular A-133, as revised, will meet the requirements of this paragraph.

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

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

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

The Division at the following address:

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

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

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

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

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

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

(g) By the date due, send any reports, management letter, or other information required to be submitted to the Division pursuant to this Agreement in accordance with OMB Circular A-133,

Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.

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

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

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

(7) REPORTS

(a) The Recipient shall provide the Division with quarterly reports and a close-out report. These reports shall include the current status and progress by the Recipient and all 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 determines that a limited scope audit of the Recipient is appropriate, the Recipient agrees to comply with any additional instructions provided by the Division to the Recipient regarding such audit. The Recipient further agrees to comply and cooperate with any inspections, reviews, investigations or audits deemed necessary by the Florida Chief Financial Officer or Auditor General. In addition, the Division will monitor the performance and financial management by the Recipient throughout the contract term to ensure timely completion of all tasks.

(9) LIABILITY

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

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

(10) DEFAULT.

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

(a) If any warranty or representation made by the Recipient in this Agreement or any previous agreement with the Division is or becomes false or misleading in any respect, or if the Recipient fails to keep or perform any of the obligations, terms or covenants in this Agreement or any previous

agreement with the Division and has not cured them in timely fashion, or is unable or unwilling to meet its obligations under this Agreement;

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

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

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

(11) REMEDIES.

If an Event of Default occurs, then the Division 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:

Michael J. Day
Florida Division of Emergency Management
2555 Shumard Oak Boulevard
Tallahassee, FL 32399-2100
Telephone: (850)488-9441
Email: Michael.day@em.myflorida.com

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

Joseph Zahralban, Assistant Fire Chief
1151 NW 7th Street
Miami, FL 33136
Telephone: 305-416-5402
Fax: 305-416-5444
Email: jzahralban@miamigov.com

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

(14) SUBCONTRACTS

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

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

(15) TERMS AND CONDITIONS

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

(16) ATTACHMENTS

(a) All attachments to this Agreement are incorporated as if set out fully.
(b) In the event of any inconsistencies or conflict between the language of this Agreement and the attachments, the language of the attachments shall control, but only to the extent of the conflict or inconsistency.

(c) This Agreement has the following attachments:

Exhibit 1 - Funding Sources

Attachment A – Budget and Scope of Work

Attachment B – Program Statutes, Regulations and Special Conditions

Attachment C – Justification of Advance Payment

Attachment D – Warranties and Representations

Attachment E – Certification Regarding Debarment

Attachment F – Statement of Assurances

Attachment G – Reimbursement Checklist

(17) FUNDING/CONSIDERATION

(a) This is a cost-reimbursement Agreement. The Recipient shall be reimbursed for costs incurred in the satisfactory performance of work hereunder in an amount not to exceed \$9,356,839.00, subject to the availability of funds. Attachment G specifies the required documentation needed when submitting for cost reimbursement under this agreement.

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

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

(d) Invoices shall be submitted at least quarterly and shall include the supporting documentation for all costs of the project or services. Invoices shall be accompanied by a statement signed and dated by an authorized representative of the Recipient certifying that "all disbursements made in accordance with conditions of the Division agreement and payment is due and has not been previously requested for these amounts." The supporting documentation must comply with the documentation requirements of applicable OMB Circular Cost Principles. The final invoice shall be submitted within sixty (60) days after the expiration date of the agreement. An explanation of any circumstances prohibiting the submittal of quarterly invoices shall be submitted to the Division contract manager as part of the Recipient's quarterly reporting as referenced in Paragraph 7 of this Agreement.

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

(18) REPAYMENTS

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

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

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

(19) MANDATED CONDITIONS

(a) The validity of this Agreement is subject to the truth and accuracy of all the information, representations, and materials submitted or provided by the Recipient in this Agreement, in any later submission or response to a Division request, or in any submission or response to fulfill the requirements of this Agreement. All of said information, representations, and materials is incorporated by reference. Additional special conditions are listed on Attachment B. 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. The provisions of any special or local law, present or future, shall prevail over any conflicting provisions in this section, but only to the extent of the conflict.

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

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

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

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

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

(20) LOBBYING PROHIBITION

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

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

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

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

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

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

(21) COPYRIGHT, PATENT AND TRADEMARK

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

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

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

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

(22) LEGAL AUTHORIZATION.

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

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(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.

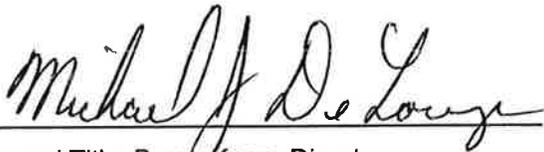
IN WITNESS WHEREOF, the parties hereto have executed this Agreement.

RECIPIENT:

CITY OF MIAMI

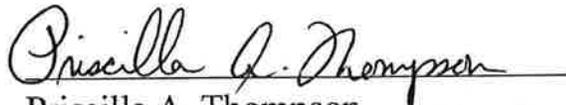
By: 
Name and title: Johnny Martinez, P.E., City Manager
Date: 03/23/2012
FID# 59-6000375

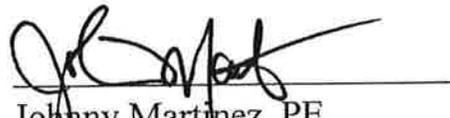
**STATE OF FLORIDA
DIVISION OF EMERGENCY MANGEMENT**

for By: 
Name and Title: Bryan Koon, Director
Date: 10/18/12

ATTEST:

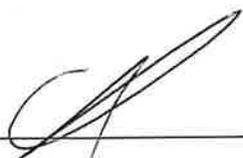
CITY OF MIAMI FLORIDA, a
municipal corporation


Priscilla A. Thompson
City Clerk
3-26-12


Johnny Martinez, PE
City Manager

APPROVED AS TO FORM AND
CORRECTNESS:

APPROVED AS TO INSURANCE
REQUIREMENTS:


Julie O. Bru
City Attorney
ROR


Calvin Ellis, Director
Department of Risk Management

EXHIBIT – 1

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

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

Federal Program

Federal agency: Department of Homeland Security

Catalog of Federal Domestic Assistance title and number: 97.067

Award amount: \$ 9,356,839.00

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. *First applicable compliance requirement (e.g., what activities/services/purposes the federal resources must be used for):* Recipient is to use funding to perform the following eligible activities as identified in the United States Department of Homeland Security, Federal Emergency Management Agency, National Preparedness Directorate Fiscal Year 2011-12 State Homeland Security Grant Program (SHSGP), consistent with the Department of Homeland Security State Strategy.
2. *Second applicable compliance requirement (e.g., eligibility requirements for recipients of the resources):* Recipient is subject to all administrative and financial requirements as set forth in this Agreement, or will be in violation of the terms of the Agreement.

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

**Attachment A
Budget and Scope of Work**

Proposed Program Budget

- ✚ Below is a general budget which outlines eligible categories and their allocation under this award. The Recipient is to utilize the "Proposed Program Budget" as a guide for completing the "Budget Detail Worksheet" below.
- ✚ The equipment category will require a "Detailed Budget Worksheet" including the proposed equipment to be purchased and the corresponding Authorized Equipment List (AEL) reference number. The AEL can be found at www.rkb.us.
- ✚ The transfer of funds between the categories listed in the "Proposed Program Budget" is permitted. However, 25% of the award allocation has to be used for eligible LETP- Type activities.
- ✚ At the discretion of the Recipient, funds allocated to Management and Administration costs (as described in the "Proposed Program Budget") may be put towards Programmatic costs instead. However, no more than 3% of each Recipients' total award may be expended on Management and Administration costs.

Grant	Recipient/Agency	Category	Amount Allocated
FY 2011 - State Homeland Security Grant Program – Urban Area Security Initiative - Issue 39	Miami/Fort Lauderdale UASI	Award Allocation	\$9,646,226.00
		State Management & Administration withheld 3%	\$289,387.00
		Expendable Award Allocation after 3% reduction	\$9,356,839.00
		LETP-Type Activities (25% of award allocation) This amount is not in addition to the remaining award amount but instead signifies the amount needed to meet the 25% requirement.	\$2,411,557.00
		Management and Administration (the dollar amount which corresponds to 3% of the total local agency allocation is shown in the column on the right).	\$280,705.00
Total Award			\$9,356,839.00
State M & A costs			\$289,387.00

Budget Detail Worksheet- Eligible Activities

Developing hazard/threat-specific annexes that incorporate the range of prevention, protection, response, and recovery activities			
Developing and implementing homeland security support programs and adopting ongoing DHS national initiatives			
Developing related terrorism prevention activities			
1. Fusion Center Project	1	\$ 184,767.84	\$ 184,767.84
Developing and enhancing plans and protocols			
1. Regional Citizens Corps - this project includes funds awarded throughout the region to various CERT/Citizen Corps groups for training, planning and purchase of equipment to enhance volunteer preparedness for community response and recovery in the event of disasters.	1	\$ 250,000.00	\$ 250,000.00
2. Planning, Training and Exercise. These dollars have been set-aside for the costs associated with conducting regional trainings, exercises and planning activities.	1	\$ 200,000.00	\$ 200,000.00
Developing or conducting assessments			
1. Critical Infrastructure Assessments. Region 7 identified hundreds of Critical Infrastructure/Key Resources (CI/KR) with the goal of conducting ACAMS Risk and Threat Assessments on those sites via a prioritized list. With FY2010 funding, 25 assessments were conducted. This FY2011 project will continue this assessment process and assessments will be done on additional sites.	1	\$ 100,000.00	\$ 100,000.00
Hiring of full or part-time staff or contractors/consultants to assist with planning activities (not for the purpose of hiring public safety personnel fulfilling traditional public safety duties)			
1. EOC Planner Sustainment. This project will continue to fund the EOC planner position.	1	\$ 40,000.00	\$ 40,000.00
	1	\$ 160,000.00	\$ 160,000.00
2. Emergency Management Planning Coordinator (12 months). This position will assist with the development/revision of citywide emergency management plans such as the CEMP, COG and COOP.	1	\$ 80,000.00	\$ 80,000.00
3. Emergency Management Planner (12 months). This position will assist with general planning responsibilities related to the implementation of the UASI grant program.	1	\$ 60,000.00	\$ 60,000.00
4. Equipment Inventory Planner (12 months). This position will be responsible for tracking the equipment purchased under the Miami UASI Grant Program and will draft all EHP forms.	1	\$ 118,640.00	\$ 118,640.00
5. Emergency Management Specialist. This project will continue to fund emergency management staffing, which is a continuation of an existing project	1	\$ 65,000.00	\$ 65,000.00
6. UASI Planner - this position will assist with developing the city's emergency management plans, coordinate with city departments to develop their response operation procedures, act as a liaison to the county EM division and coordinate with county, state and federal agencies in regards to response, recovery and preparedness issues.	1	\$ 65,000.00	\$ 65,000.00
7. Regional Training and Exercises Planner - this position includes the responsibilities of ensuring compliance with training courses as well as the coordination of necessary regional exercises.	1	\$ 75,000.00	\$ 75,000.00
8. Regional CI/KR Planner - Personnel to develop regional plans and assessments to identify overall growth and needs as well as promote regional collaboration.	1	\$ 95,000.00	\$ 95,000.00
9. Regional Program Manager. This position assists the Miami and Ft. Lauderdale with regional planning needs (e.g. drafting of investment justifications, coordination of UAWG meetings, development of annual budgets, etc.).	1	\$ 300,000.00	\$ 300,000.00
10. Project Planning. This project will allow for the hiring of a contractor to assist with the development of regional plans such as the regional P,T & E plan, Miami/Ft. Lauderdale strategic plan and revision of regional planning documents.	1	\$ 300,000.00	\$ 300,000.00

11. R-LEX Regional Coordinator/Trainer. This project will provide for a position to assist with the administration and training involved with this regional intelligence sharing system.	1	\$ 100,000.00	\$ 100,000.00
Conferences to facilitate planning activities			
Materials required to conduct planning activities			
Travel/per diem related to planning activities			
1. Travel. This is costs for staff to attend DHS and State sponsored grant management/UASI courses/conferences.	1	\$ 29,998.96	\$ 29,998.96
Overtime and backfill costs (in accordance with operational Cost Guidance)			
Other projects areas with prior approval from FEMA			
Issuance of WHTI-compliant tribal identification cards (HSGP only)			
Activities to achieve planning inclusive of people with disabilities			
Reimbursement for select operational expenses associated with increased security measures at critical infrastructure sites incurred (up to 50 percent of the allocation)			
Overtime for information, investigative, and intelligence sharing activities (up to 50 percent of the allocation)			
Hiring of new staff positions/contractors/consultants for participation in information/intelligence analysis and sharing groups or fusion center activities (up to 50 percent of the allocation)			
Allowable Training Costs	Quantity	Unit Cost	Total Cost
Overtime and backfill for emergency preparedness and response personnel attending FEMA-sponsored and approved training classes.			
1. ERT Training Overtime Backfill. This will cover the backfill costs associated with the ERT training.	1	\$ 227,050.60	\$ 227,050.60
2. Citizen Corp Instructor Overtime Pay - Citizen Corps Project - Training and awareness enhancement for volunteers to be prepared for emergency operations.	1	\$ 6,828.06	\$ 6,828.06
Overtime and backfill expenses for parttime and volunteer emergency response personnel participating in FEMA training.			
Training Workshops and Conferences			
1. Medical Management of CBRNE Events. This training will train personnel how to protect themselves and crew during a CBRNE event response. They will learn the effects, how to treat signs and symptoms of chemical & radiation agent exposure including pediatric needs. Also will be taught to identify and treat injuries from an explosion.	1	\$ 60,000.00	\$ 60,000.00
2. Response to Terrorist Bombings. This training will prepare emergency responders to perform safe operations during bomb incidents (principally in the warm and cold zone.)	1	\$ 15,300.00	\$ 15,300.00
3. Medical Preparedness and Response to Bombings. This project will train personnel in techniques designed as a result of the London Subway bombing (pre and post event). Will focus on commonly used explosives, bombing injuries and treatment.	1	\$ 30,000.00	\$ 30,000.00

4. Hazardous Materials Toxic-Medic Program. This training will educate and certify all MFR paramedics on chemical behavior, toxicology and treat of hazardous material medical emergencies.	1	\$	32,029.00	\$	32,029.00
5. Preparedness Campaign. All-Hazards Public Education Campaign, to include materials and displays	1	\$	125,000.00	\$	125,000.00
6. WebEOC Board design, advanced and beginners PT&E of county and municipality users of this interoperable communication system.	1	\$	29,216.72	\$	29,216.72
7. Training. The request for training funds will allow for the law enforcement agencies in Monroe County to conduct the recommended training identified in Responder Based Knowledge document, and the RDSTF training recommendations listed for the Regional Security Team.	1	\$	58,509.00	\$	58,509.00
8. Field Force Training for Patrol Officers. This training will be offered in different 6 sessions.	1	\$	16,000.00	\$	16,000.00
9. Waterborne Explosives. The training funding will be used to contract a vendor to conduct at least 4 classes in Explosive Ordinance Detection and Render Safe Procedures. This would address a critical gap in our regional response capabilities. Courses would only be open to EOD technicians who have attended or are scheduled to attend the Hazardous Devices School at the Redstone Arsenal.	1	\$	150,000.00	\$	150,000.00
10. Critical Event Rescue Training. This project includes firefighter training at the operations level to provide effective rescue during critical event mass casualty disasters as well as urban collapse incidents. This funding would train 400-500 more MDRF personnel.	1	\$	50,000.00	\$	50,000.00
11. PT&E. Funding for Planning, Training and Exercises so that MPD can maintain a ready state and be prepared to respond to any terrorism related situation. (Line Item# 2011-23)	1	\$	189,250.15	\$	189,250.15
12. Fire Boat Rescue Training. This project will entail extensive training for Marine firefighting and rescue to include, marine vessel operations and complex electronic operation. The project will enhance the department's capability to respond and mitigate potential WMD incidents at sea. (Line Item# 2011-25)	1	\$	393,638.31	\$	393,638.31
13. Sustain local emergency responder training(Line Item# 2011-57)	1	\$	13,309.09	\$	13,309.09
14. Training Cost for Basic and Advance Courses - CERT Project- Training for volunteers to enhance awareness, mitigation, disaster preparedness, response and recovery. CERT graduates are able to help their communities prepare for disasters and during response and recovery. (Line Item# 2011-94)	1	\$	18,400.00	\$	18,400.00
15. FLUSAR Training(Line Item# 2011-55)	1	\$	25,000.00	\$	25,000.00
Activities to achieve training inclusive of people with disabilities					
Full or Part-Time Staff or Contractors/Consultants					
Travel					
1. CERT Coordinator Conference /Travel - Citizen Corps Program Project- Costs associated with attending CERT conferences.	1	\$	1,650.00	\$	1,650.00
Supplies					
1. Target Safety Software for Emergency Management Training-Incident Management System- Training software needed for over 150 city staff assigned to emergency operations duties. Emergency procedures and plans, tests can be disseminated through this software as well as staff compliance tracking.	1	\$	7,500.00	\$	7,500.00
Tuition for higher education					

Other items			
A complete list of FEMA approved courses may be found at www.ojp.usdoj.gov/FEMA/docs/Eligible_Federal_Courses.pdf			
Design, Develop, Conduct and Evaluate an Exercise			
1. Planning and Exercise. Emergency Response all-hazards annex for CEMP followed by an EOC Table Top Exercise to test annex. (Split between planning and exercise)	1	\$ 21,791.84	\$ 21,791.84
2. Annual EOC Exercise, EOC Staff Training- funding for this project will be utilized for the annual EOC exercise and all expenses related to training attendance for core emergency management personnel. (Line item# 2011-126)	1	\$ 37,000.00	\$ 37,000.00
Exercise Planning Workshop - Grant funds may be used to plan and conduct an Exercise Planning Workshop to include costs related to planning, meeting space and other meeting costs, facilitation costs, materials and supplies, travel and exercise plan development.			
Full or Part-Time Staff or Contractors/Consultants - Full or part-time staff may be hired to support exercise-related activities. Payment of salaries and fringe benefits must be in accordance with the policies of the state or local unit(s) of government and have the approval of the state or the awarding agency, whichever is applicable. The services of contractors/consultants may also be procured to support the design, development, conduct and evaluation of CBRNE exercises. The applicant's formal written procurement policy or the Federal Acquisition Regulations (FAR) must be followed.			
Overtime and backfill costs – Overtime and backfill costs, including expenses for part-time and volunteer emergency response personnel participating in FEMA exercises			
Implementation of HSEEP			
Activities to achieve exercises inclusive of people with disabilities			
Travel - Travel costs (i.e., airfare, mileage, per diem, hotel, etc.) are allowable as expenses by employees who are on travel status for official business related to the planning and conduct of the exercise project(s). These costs must be in accordance with state law as highlighted in the OJP Financial Guide. States must also follow state regulations regarding travel. If a state or territory does not have a travel policy they must follow federal guidelines and rates, as explained in the OJP Financial Guide. For further information on federal law pertaining to travel costs please refer to http://www.ojp.usdoj.gov/FinGuide .			
Supplies - Supplies are items that are expended or consumed during the course of the planning and conduct of the exercise project(s) (e.g., copying paper, gloves, tape, non-sterile masks, and disposable protective equipment).			
Other Items - These costs include the rental of space/locations for exercise planning and conduct, exercise signs, badges, etc.			
Eligible Equipment Acquisition Costs			
The table below highlights the allowable equipment categories for this award. A comprehensive listing of these allowable equipment categories, and specific equipment eligible under each category, can be found on the web-based Authorized Equipment List at: http://www.rkb.us			
Click on "Authorized Equipment List (AEL)			

If you wish to purchase a piece of equipment from any category below, then, in the space given below that category, put the "AEL item number" and "title"	Quantity	Unit Cost	Total Cost
Personal protective equipment			
1. Self-Contained Breathing Apparatus certified as compliant with NFPA 1981 and certified by NIOSH as compliant with the CBRN approval criteria. (Line Item# 2011-70)(AEL# 01AR-SCBA)	1	\$ 100,075.00	\$ 100,075.00
2. Respirator, Air-Purifying, Full Face, Tight Fitting, Negative Pressure, CBRN (Line Item# 2011-50)(AEL# 0103-AR-PAPA)	1	\$ 12,500.00	\$ 12,500.00
3. Gas Mask replacement cartridge (Line Item# 2011-49)(AEL# 01AR-03-PAPC)	1	\$ 1,140.95	\$ 1,140.95
4. Disposable Respirator Canisters. This project will involve sustainment costs for inventory of Disposable Respirator Canisters for emergency response capabilities. (Line Item# 2011-93) (AEL# 01AR-06-DISP)	1	\$ 9,000.00	\$ 9,000.00
5. Personal Protective Equipment (PPE's). This project will sustain existing equipment previously purchased with UASI (Line Item# 2011-61)(AEL# 01EM-02-GARM)	1	\$ 7,172.00	\$ 7,172.00
6. Tactical Body Armor for SWAT Team & K9 Unit. Dragon Fire Tactical Vest, KXP111A Ballistics, Ceramic Plates (Line Item# 2011-45) (AEL# 01LE-01-ARMR)	1	\$ 37,156.10	\$ 37,156.10
7. Helmet, Ballistic (Line Item# 2011-47) AEL#{01LE-01-HLMT)	1	\$ 2,496.00	\$ 2,496.00
8. Hatch Gear. This project will include the purchase of protective padded equipment for civil unrest. (Line Item# 2011-89) (AEL# 01LE-01-PRPD)	1	\$ 4,000.00	\$ 4,000.00
9. Protech 20"x34" Intruder Ballistic Armor Shield Level IIIA -Enhance Response capabilities- This equipment is needed to provide increased protection to first responder officers in case of attacks. (Line Item# 2011-112) (AEL# 01LE-01-SHLD)	1	\$ 46,380.00	\$ 46,380.00
10. Underwater Emergency Response Equipment. This is dive equipment that will facilitate emergency response as it relates to critical incidents on the waterways involving underwater (Line Item# 2011-27) (AEL# 01WA-01-SCBA)	1	\$ 120,000.00	\$ 120,000.00
11. Protective dry suit for use in contaminated water diving operations. This equipment will enhance dive team capabilities while responding to CBRNE incidents. This equipment will enable divers to operate in contaminated waters. (Line Item# 2011-117) (AEL# 01WA-05-SUTD)	1	\$ 25,000.00	\$ 25,000.00
12. Gloves, Rescue and Recovery, Protective, Technical Rescue Incidents (Line Item# 2011-48) (AEL# 01ZA-02-GLVA)	1	\$ 1,120.00	\$ 1,120.00
13. Gloves, Utility, Protective, Technical Rescue Incidents (Line Item# 2011-52) (AEL# 01ZA-02-GLVA)	1	\$ 3,580.00	\$ 3,580.00
14. Protection, Eye (Line Item# 2011-46) (AEL# 01ZA-03-EYEP)	1	\$ 990.00	\$ 990.00
15. Hydration System, Personal, Water Bottle compatible w/M95 Gas Mask (Line Item# 2011-51) (AEL# 01ZA-06-HYDR)	1	\$ 1,995.00	\$ 1,995.00
16. Tape, Chemical Resistant (Line Item# 2011-53)(AEL# 01ZA-06-HYDR)	1	\$ 3,580.00	\$ 3,580.00
17. Vest or Outer Garment, High-visibility (Line Item# 2011-54) (AEL# 01ZA-06-VEST)	1	\$ 2,000.00	\$ 2,000.00
Explosive device mitigation and remediation equipment			
1. Explosive Entry Equipment, Upgrades/ (Breaching Arm) (Line Item# 2011-20) (AEL# 02EX-00-EXEN)	1	\$ 20,000.00	\$ 20,000.00
2. Electronic Counter Measures Equipment (ECM) Device (Line Item# 2011-19) (AEL# 02EX-03-ELCM)	1	\$ 50,000.00	\$ 50,000.00
3. SRS 5 Bomb Search Suits- this equipment is needed to enhance protection of bomb squad team while on emergency call outs. (Line Item# 2011-170) (AEL# 02PE-01-SRCH)	1	\$ 40,600.00	\$ 40,600.00
CBRNE operational search and rescue equipment			
1. Ballistic panels for first responders to be added to currently issued tactical equipment vests. - these panels are needed to provided added protection for first responders deployed to critical emergency tactical operations as well as during tactical disaster training drills. (Line Item# 2011-123)(AEL# 030-01-VSTO, 01LE-01-ARMR)	1	\$ 41,597.20	\$ 41,597.20

2. Ballistic shields and breaching tools for tactical response - this equipment is needed to provide protection for first responders during disaster activation. (Line Item# 2011-122)(AEL# 030E-01-VSTO, 01LE-01-SHLD, 20TE-00-NTRY)	1	\$	29,797.17	\$	29,797.17
3. SMART VMS Portable Variable Digital Messaging Sign Trailer; with self-contained trailer-mounted power generation unit(Line Item# 2011-128)(AEL# 030E-03-SIGN)	1	\$	19,151.00	\$	19,151.00
4. Remote Controlled Small CBRNE/EOD Tactical Robot; electric motor; variable speed joystick controls; Color LED vision screen; CALIBRE T-5 model /ICOR, or comparable. (Line Item# 2011-127)(AEL# 030E-07-ROBT)	1	\$	71,749.00	\$	71,749.00
5. 800 MHZ Repeater Antenna. This project will enhance interoperable communications. (Line Item# 2011-88)(AEL# 03CP-03-TOWR)	1	\$	4,000.00	\$	4,000.00
6. Thermal Imager and Receiver -this equipment is being requested for use by agency's S.W.A.T team to provide reliable heat pictures of officers' surroundings and detect terrorists/suspects in dark or smoke filled environments. (Line Item# 2011-173)(AEL# 030E-02-TILA)	1	\$	19,693.00	\$	19,693.00
7. Talon Generation IV Robot Vehicle - This equipment is needed to provided the capabilities to investigate suspicious packages, IEDs and gather real time intelligence in an hostile environment. (Line Item# 2011-114)(AEL# 030E-07-ROBT)	1	\$	115,469.51	\$	115,469.51
8. Helicopter-Draganfly X8 - remote controlled helicopter-draganfly with video capability for pre-scouting and surveillance during search warrants and call outs. (Line Item# 2011-168)(AEL# 030E-07-ROBT)	1	\$	20,000.80	\$	20,000.80
9. SWAT Fiber Optics Camera and Accessories. This equipment will be used for inspecting voids and confined spaces with limited physical access. (Line Item# 2011-82)(AEL# 03SR-03-SCAM)	1	\$	10,000.00	\$	10,000.00
10. Sonar, Imaging. This equipment is designed to detect and track underwater targets that enter an alarm zone and qualify as an underwater threat. (Line Item# 2011-22)(AEL# 03WA-02-SONR)	1	\$	70,000.00	\$	70,000.00
Information technology					
1. License Plate Reader. The project consist of a Regional License Plate Reader System. (Line Item# 2011-30)(AEL# 04AP-02-AVLS)	1	\$	300,154.00	\$	300,154.00
2. Handheld GPS Units MGRS Capable, including self-contained handhelds, mobile mounted systems, and accessory devices. (Line Item# 2011-86)(AEL# 04AP-02-DGPS)	1	\$	8,000.00	\$	8,000.00
3. SMART Digital Imaging. The digital imaging machine will be a Region 7 asset to be deployed and used by the SMRT team when response is provided for local preplanned or disaster situations. The digital imaging machine has a versatile use in MCI, surge situations, mortuary and veterinary operations. With the integrated system that combines patient registration with the digital imaging; accurate identification of film and patient matching is accomplished. (Line Item# 2011-182)(AEL# 04AP-02-OAPT)	1	\$	51,600.00	\$	51,600.00
4. EOC Technology Disaster Redundancy. The equipment to be purchased will be back-up Servers and Equipment to enhance EOC redundancy and resiliency. (Line Item# 2011-34)(AEL# 04AP-03-GISD, 04HW-01-INHW)	1	\$	25,000.00	\$	25,000.00
5. A/V computer. The audiovisual workstation is needed to have one computer manage all different screens in the audiovisual system. (Line Item# 2011-39) (AEL# 04HW-01-INHW)	1	\$	2,300.00	\$	2,300.00
6. Project Docs workstation (GIS). This workstation would allow GIS manager to be able to create/modify maps with mission critical information from the EOC. (Line Item# 2011-40)(AEL# 04AP-03-GISS)	1	\$	2,400.00	\$	2,400.00
7. GIS servers - Plotters - Router Geospatial support, decision support, navigation, monitoring, mitigation, mapping, and reporting. (Line Item# 2011-64)(AEL# 04AP-03-GISS 04HW-01-INHW)	1	\$	21,295.00	\$	21,295.00

8. Damage Assessment Software Maintenance. This project will allow for rapid field assessment of the structural condition of the buildings within an effected area post-disaster. (Line Item# 2011-6)(AEL# 04AP-04-RISK)	1	\$	8,000.00	\$	8,000.00
9. EOC Web EOC Enhancements. This project will involve upgrades to EOC Management System (System previously funded with HSGP funds). (Line Item# 2011-35)(AEL# 04AP-04-RISK)	1	\$	75,000.00	\$	75,000.00
10. Targus Software. The Software will be used to provide Department Analysts and Investigators with on-demand data about potential subjects. Targus is able to provide the most current, information on telephone intelligence. (Line Item# 2011-29)(AEL# 04AP-06-CBRN)	1	\$	12,000.00	\$	12,000.00
11. Exercise Simulator- this equipment is needed to provide interactive audio -visual simulation of operational situations to support EOC training, planning or decision making. (Line Item# 2011-100)(AEL# 04AP-08-SIMS)	1	\$	49,999.53	\$	49,999.53
12. Public Affairs "Mobile Billboards for All Hazards Events." The billboards purchased under this project will display messages such as evacuation routes, evacuation messages, special threat conditions, community protective measures as well as directing the community to other media links for further information on the threat facing their community. (Line Item# 2011-17)(AEL# 04AP-09-ALRT)	1	\$	60,000.00	\$	60,000.00
13. Public Affairs "Public Education and Awareness Campaign." This project will be a grassroots public education campaign to prepare the community to protect themselves and their families during all-hazards events. (Line Item# 2011-18)(AEL# 04AP-09-ALRT)	1	\$	25,000.00	\$	25,000.00
14. 12 Channel Mixer Board- Allows usage of many audio channels. (Line Item# 2011-149)(AEL# 04AP-09-ALRT)	1	\$	1,372.00	\$	1,372.00
15. Audio Processor- To allow for optimum sound quality. (Line Item# 2011-150)(AEL# 04AP-09-ALRT)	1	\$	504.00	\$	504.00
16. Microphones- High quality microphones provide high quality sound and can be used for recording quality sound. (Line Item# 2011-151)(AEL# 04AP-09-ALRT)	1	\$	378.00	\$	378.00
17. Microphones- High quality microphones provide high quality sound and can be used for recording quality sound. (Line Item# 2011-152)(AEL# 04AP-09-ALRT)	1	\$	1,540.00	\$	1,540.00
18. Editing/Automation System- System allows recording and storing of announcements for automated broadcasting of station. (Line Item# 2011-153)(AEL# 04AP-09-ALRT)	1	\$	672.00	\$	672.00
19. Computer and audio card- Used to run radio five automated system. (Line Item# 2011-154)(AEL# 04AP-09-ALRT)	1	\$	672.00	\$	672.00
20. Compressor/Limiter- Audio conditioner that delivers audio to computer for streaming at a consistent level. (Line Item# 2011-155)(AEL# 04AP-09-ALRT)	1	\$	644.00	\$	644.00
21. AM Broadcast stand alone Antenna- Antenna to be mounted on facility roof. Current antenna to be stored and used for back-up. (Line Item# 2011-156)(AEL# 04AP-09-ALRT)	1	\$	882.00	\$	882.00
22. Antenna Height Extension Mounting Kit- Mounting Kit to extend antenna height on the roof. (Line Item# 2011-157)(AEL# 04AP-09-ALRT)	1	\$	98.00	\$	98.00
23. Groundplane- Copper straps and wiring providing necessary grounding of station. (Line Item# 2011-158)(AEL# 04AP-09-ALRT)	1	\$	448.00	\$	448.00
24. Antenna Coupler- Links antenna to groundplane. (Line Item# 2011-159)(AEL# 04AP-09-ALRT)	1	\$	336.00	\$	336.00
25. Coax/Connectors- Upgrade to 1/2" Coax transmission line for minimum loss and maximum signal input to the antenna. (Line Item# 2011-160)(AEL# 04AP-09-ALRT)	1	\$	98.00	\$	98.00
26. Cabling/Connectors- Cabling and connectors linking all studio elements. (Line Item# 2011-161)(AEL# 04AP-09-ALRT)	1	\$	56.00	\$	56.00
27. Professional Engineering/Build-out- All professional labor necessary for the rebuilding of the antenna system and studio. Includes tuning of all components. (Line Item# 2011-162)(AEL# 04AP-09-ALRT)	1	\$	3,920.00	\$	3,920.00
28. Audio production of all station imaging. Includes voice talent and copywriting. (Line Item# 2011-163)(AEL# 04AP-09-ALRT)	1	\$	420.00	\$	420.00

29. System Training- Four (4) hours of on-site training on automated system. (Line Item# 2011-164)(AEL# 04AP-09-ALRT)	1	\$	280.00	\$	280.00
	1	\$	840.00	\$	840.00
30. Audio production of four (4) vignettes. Each Vignette will be 4-5 minutes in length. ARN will provide copywriting, full production and voice talent on these vignettes. (Line Item# 2011-165)(AEL# 04AP-09-ALRT)					
31. Optional: De-Tuning of the large tower adjacent to building to make tower invisible to frequency of the station. (Line Item# 2011-166)(AEL# 04AP-09-ALRT)	1	\$	3,360.00	\$	3,360.00
32. Wireless capable facility with university network access EOC Enhancement- equipment needed for used during emergency to assist with the outfit and set-up of the city's EOC to serve residents and maintain communication with state and county EOCs. (Line Item# 2011-137)(AEL# 04HW-01-INHW)	1	\$	5,000.00	\$	5,000.00
	1	\$	32,400.00	\$	32,400.00
33. Laptop wireless-capable computers -EOC Enhancement- equipment needed for used during emergency to assist with the outfit and set-up of the city's EOC to serve residents and maintain communication with state and county EOCs. (Line Item# 2011-138)(AEL# 04HW-01-INHW)					
	1	\$	18,000.00	\$	18,000.00
34. Network drops (accessed under table) -EOC Enhancement- equipment needed for used during emergency to assist with the outfit and set-up of the city's EOC to serve residents and maintain communication with state and county EOCs. (Line Item# 2011-139)(AEL# 04HW-01-INHW)					
	1	\$	4,078.00	\$	4,078.00
36. Microsoft Server. This equipment will enhance information technology capabilities. (Line Item# 2011-65)(AEL# 04HW-01-INHW)					
	1	\$	300,000.00	\$	300,000.00
37. WebEOC - Interoperable Communications software needed for regional info sharing during emergency operations as well as non-emergency situations to provide a platform for day-to-day regional info sharing and updates. (Line Item# 2011-175)(AEL# 04AP-05-CDSS)					
	1	\$	30,227.17	\$	30,227.17
38. Global Positioning System Cameras -to document critical infrastructure assessment assets as well as provide documentation for damage assessment during disaster response. (Line Item# 2011-119)(AEL# 4HW-01INHW, 04AP-02-DGPS,04HW-01-INHW, 04AP-02-DGPS)					
	1	\$	48,000.00	\$	48,000.00
39. Emergency Operations Center Capability Enhancements- this project includes the acquisition of hardware, integrated computer hardware and operating system software to work with WebEOC. (Line Item# 2011-102)(AEL# 04HW-01-INHW, 04MD-03-DISP)					
	1	\$	39,809.00	\$	39,809.00
40. Mobile Data Terminals. This project will provide support and connectivity to enhance intelligence and information sharing capabilities. (Line Item# 2011-78)(AEL# 04HW-01-MOBL)					
	1	\$	3,000.00	\$	3,000.00
41. A/V upgrade. This upgrade is necessary in order for audiovisual equipment to have capability to receive multiple PC inputs in order to display slides and FEMA/Weather website information simultaneously. (Line Item# 2011-38)(AEL# 04MD-03-DISP)					
	1	\$	3,000.00	\$	3,000.00
42. 4 TVs for PIO area. This workstation would allow GIS manager to be able to create/modify maps with mission critical information from the EOC. (Line Item# 2011-41)(AEL# 04MD-03-DISP)					
	1	\$	20,000.00	\$	20,000.00
43. TV/Flat Panel LCD Monitor -EOC Enhancement- equipment needed for used during emergency to assist with the outfit and set-up of the city's EOC to serve residents and maintain communication with state and county EOCs. (Line Item# 2011-136)(AEL# 04MD-03-DISP)					
	1	\$	143,662.80	\$	143,662.80
44. 60 inch LCD/LED displays in a 5 x 5 Video Wall with Beveled Edges - this equipment is needed for EOC information sharing, monitoring and tracking to provide accurate and reliable source of information, distribute information effectively as well as enhance internal and external communications. (Line Item# 2011-167)(AEL# 04MD-03-DISP)					
45. EOC Sustainment. This will pay for on-going information technology costs related to the operation of the City of Miami EOC. (Line Item# 2011-5)(AEL# 04MD-03-DISP; 21GN-00-INST; 04HW-01-INHW; 06CP-02-BRDG; 14SW-01-PACS)	1	\$	40,000.00	\$	40,000.00

	1	\$ 13,000.00	\$ 13,000.00
46. WebEOC Resource Manager License - Incident Management System- this equipment is needed to enhance the operational capacity of the city's response by adding critical location identification and visual assessment along with GIS interface collaboration. The Resource Manager will also enhance the logistics execution within an operation as critical city assets can be tracked and monitored more effectively. (Line Item# 2011-143) (AEL# 04AP-05-CDSS)			
	1	\$ 13,500.00	\$ 13,500.00
47. WebEOC Mapper Professional- Incident Management System- this equipment is needed to enhance the operational capacity of the city's response by adding critical location identification and visual assessment along with GIS interface collaboration(Line Item# 2011-144) (AEL# 04AP-05-CDSS)			
	1	\$ 16,000.00	\$ 16,000.00
48. WebEOC License Renewal - Incident Management System- this is needed to continue the use of WebEOC software currently used to train city staff. The WebEOC software was previously purchased through the 2006 UASI grant award. Line Item# 2011-145) (AEL# 04AP-05-CDSS)			
Cyber security enhancement equipment			
Interoperable communications equipment			
1. Sustain Mobile Satellite Phones (Line Item# 2011-59) (AEL# 06CC-03-SATM)	1	\$ 5,161.00	\$ 5,161.00
2. Satellite Phone Sustainment Citywide (18 months). This project will sustain the satellite phones that are installed throughout City Departments including police and fire stations which allow all first responders to communicate when primary communication services are down. (Line Item# 2011-4) (AEL# 06CC-03-SATP)	1	\$ 23,400.00	\$ 23,400.00
3. Satellite Phone -EOC Enhancement- equipment needed for used during emergency to assist with the outfit and set-up of the city's EOC to serve residents and maintain communication with state and county EOCs. (Line Item# 2011-140) (AEL# 06CC-03-SATP)	1	\$ 7,920.00	\$ 7,920.00
4. Polycom video conference equipment (GEMA compatible)-software and webcams -EOC Enhancement- equipment needed for used during emergency to assist with the outfit and set-up of the city's EOC to serve residents and maintain communication with state and county EOCs. (Line Item# 2011-141) (AEL# 06CC-03-SATP)	1	\$ 5,000.00	\$ 5,000.00
5. Satellite Communications Capability for Broward EOC this equipment will enhance info sharing through an internet communications system that employs a satellite uplink to be installed on the rooftop of the county EOC. (Line Item# 2011-101) (AEL# 06CC-04-EQSD, 06CC-04-SADS)	1	\$ 50,000.00	\$ 50,000.00
6. Ethernet Secured @ Fire College for Redundant Communications for Miami's First Responders (18 months). This project will continue services for a Metro-Ethernet line that provides fast network connectivity between the City's network and the E911 back up center. (Line Item# 2011-8) (AEL# 06CC-05-PRTY)	1	\$ 27,000.00	\$ 27,000.00
7. Interoperability Communications Radios. This project will involve the purchase of mobile mounted systems and accessory devices. (Line Item# 2011-91) (AEL# 06CP-01-MOBL)	1	\$ 45,000.00	\$ 45,000.00
8. Satellite Phones- this equipment is needed to improve and enhance Communications Capabilities (Line Item# 2011-105) (AEL# 06CP-01-MOBL, 06CC-03-SATM)	1	\$ 16,655.00	\$ 16,655.00
9. Interoperability Communications Radios. This project will involve the purchase of individual portable radios. (Line Item# 2011-71) (AEL# 06CP-01-PORT)	1	\$ 100,000.00	\$ 100,000.00
10. Interoperable Communications Radios. This project will involve the purchase of individual portable radios for both Police and Fire. (Line Item# 2011-90) (AEL# 06CP-01-PORT)	1	\$ 40,000.00	\$ 40,000.00
11. Two-way trunked radio system - this equipment is needed to provide 24 hour contact and communication among officers to ensure safety of the community. (Line Item# 2011-118) (AEL# 06CP-01-PORT)	1	\$ 45,797.17	\$ 45,797.17

12. P-25 compliant; 764-870MHzportable public safety radios w/ encryption and digital CAI capabilities; w/ public safety XTS 5000 microphone. (Line Item# 2011-129) (AEL# 06CP-01-PORT)	1	\$ 29,000.00	\$ 29,000.00
13. Enhance Communications Center Infrastructure - Purchase of equipment such as truck lines, CAD functions, phones, mapping, digital voice and radio logging needed to enhance and strengthen Public Safety communications infrastructure. (Line Item# 2011-99) (AEL# 06CP-01-PORT, 06CP-01-REPT, 06CP-02-BRDG)	1	\$ 191,723.00	\$ 191,723.00
14. 800 MHZ Standalone P25 Repeater. This project will enhance interoperable communications. (Line Item# 2011-87) (AEL# 06CP-01-REPT)	1	\$ 36,000.00	\$ 36,000.00
15. Interoperable Improvements. This project will sustain existing interoperable systems. (Line Item# 2011-60) (AEL# 06CP-02-BRDG)	1	\$ 3,528.00	\$ 3,528.00
16. RIOS Interoperable Communications System - radio interface audio gateway that allows for connection to videos, camera systems and other IT devices. This equipment will provide the capability to send videos, phone, radio and PC conversations to users. (Line Item# 2011-109) (AEL# 06CP-02-BRDG)	1	\$ 36,675.16	\$ 36,675.16
17. Portable P25 Radios 700/800 MHZ Replacement Antennas(Line Item# 2011-84) (AEL# 06CP-03-PRAC)	1	\$ 6,000.00	\$ 6,000.00
18. Portable P25 radios Replacement Shoulder Mic's(Line Item# 2011-85) (AEL# 06CP-03-PRAC)	1	\$ 15,000.00	\$ 15,000.00
19. Portable Radio Battery Charger System(Line Item# 2011-130) (AEL# 06CP-03-PRAC, 10BC-00-SOLR)	1	\$ 1,000.00	\$ 1,000.00
20. Mobile/Portable Communications Antenna Tower (MTU); self contained; w/ self contained shelter trailer; on aluminum trailer(Line Item# 2011-131) (AEL# 06CP-03-TOWR)	1	\$ 100,000.50	\$ 100,000.50
21. BMS Microwave Downlink System - This equipment allows for transmittal of valuable information and video dispatch and ground units in real time. This system provides the capability to produce an actual picture of a situation or scene. (Line Item# 2011-107) (AEL# 06CP-03-MWAV)	1	\$ 56,653.37	\$ 56,653.37
	1	\$ 2,025.00	\$ 2,025.00
22. COP Handheld Radios - Citizen Corps Program Project- Radios needed for communication among volunteer teams during emergencies. (Line Item# 2011-133) (AEL# 06CP-01-PORT)			
Detection Equipment			
1. Explosives Detection Canine. Purchase of canine to assist with detecting explosives. (Line Item# 2011-79) (AEL# 07ED-01-DOGS)	1	\$ 15,000.00	\$ 15,000.00
Decontamination Equipment (HSGP only)			
Medical supplies			
1. Masimo Rainbow SET Pulse CO-Oximetry. This equipment will enhance CBRNE detection capabilities. (Line Item# 2011-67) (AEL# 09ME-03-BCNI)	1	\$ 52,725.00	\$ 52,725.00
2. Advanced Combat Medical Pouch - Enhance Response Capabilites- this equipment is needed to provide on-the-spot first aid medical attention to wounded or trauma victims unable to be reached immediately in the case of emergencies. The pouch includes tourniquet, quick clot and wound care dressing. (Line Item# 2011-113) (AEL# 09MS-04-HSBN)	1	\$ 44,880.00	\$ 44,880.00
Power equipment			
1. Sustainment for Portable P25 Radios (Batteries) (Line Item# 2011-83) (AEL# 10-BC-00-BATT)	1	\$ 20,000.00	\$ 20,000.00
2. Generator Connection for Emergency Management/Utilities Department Offices- funds requested for this project will be used to connect one existing generator that will be relocated from the city's old public safety facility to Emergency Management Offices to carry out COOP operations. (Line Item# 2011-103) (AEL# 10GE-00-GENR)	1	\$ 25,000.00	\$ 25,000.00

3. Automatic Switch EOC Dual Generators. This will provide a back-up system to the EOC should the existing systems fail during an emergency. (Line Item# 2011-62) (AEL# 10PE-00-PTSW)	1	\$ 10,920.00	\$ 10,920.00
CBRNE reference materials			
1. City Aerial Map for Use During EOC Activations. This project will include the purchase of an aerial map of Miami Beach to be placed in the EOC for use in planning during an emergency. (Line Item# 2011-43) (AEL# 11RE-00-RFNC)	1	\$ 939.00	\$ 939.00
CBRNE incident response vehicles			
1. City of Miami Beach Command Van. This project will involve the purchase of a command van for use during emergency events. (Line Item# 2011-44) (AEL# 12VE-00-CMDV)	1	\$ 30,000.00	\$ 30,000.00
2. Interoperable Communications Package - this equipment is needed to enhance regional info-sharing and collaboration capabilities. This project includes the purchase of one trailer to house communications system (such as radios) and will provide a more effective and organized method of response in case of emergencies. This equipment will contribute to the upgrade of operations preparedness and decrease response time. (Line Item# 2011-108)(AEL# 12VE-00-MISS)	1	\$ 150,000.00	\$ 150,000.00
3. Urban Search & Rescue SKID-Steer Debris Removal. This equipment will facilitate large scale debris removal at emergency scenes following natural and man-made disasters. (Line Item #2011-28) (AEL #12TR-00-TEQP)	1	\$ 55,000.00	\$ 55,000.00
Terrorism incident prevention equipment			
1. Mobile Data Terminals. This project will provide support and connectivity to enhance intelligence and information sharing capabilities. (Line Item# 2011-69)(AEL# 13IT-00-INTL)	1	\$ 100,000.00	\$ 100,000.00
2. Intelligence Fusion Analysis(Line Item# 2011-171)(AEL# 13IT-00-INTL)	1	\$ 108,889.00	\$ 108,889.00
3. Law Enforcement Exchange (LEX) - this equipment is needed to connect participating local and state law enforcement agencies to one central information sharing system. Data exchanges include: incidents, dispatch records, warrants , traffic citations, booking and pawn data. (Line Item# 2011-172)(AEL# 13IT-00-INTL)	1	\$ 25,000.00	\$ 25,000.00
4. Intelligence software -to enhance undercover intelligence gathering,covert investigations, preserve evidence, document investigative leads and progress and interfacing intelligence with other investigative agencies within the region. (Line Item# 2011-121)(AEL# 13IT-00-SGNT)	1	\$ 25,797.17	\$ 25,797.17
5. Law Enforcement Surveillance (CCTV). This project is designed to deploy CCTV capability in specific soft target areas throughout the City of Miami. (Line Item# 2011-24)(AEL# 13LE-00-SURV)	1	\$ 240,300.00	\$ 240,300.00
6. Sustain CCTV surveillance system(Line Item# 2011-58)(AEL# 13LE-00-SURV)	1	\$ 672.00	\$ 672.00
7. Sustainment CCTV Surveillance System(Line Item# 2011-77)(AEL# 13LE-00-SURV)	1	\$ 10,000.00	\$ 10,000.00
8. Fixed License Plate Readers for collection of intelligence at City's points of egress(Line Item# 2011-81)(AEL# 13LE-00-SURV)	1	\$ 160,000.00	\$ 160,000.00
Physical security enhancement equipment			
1. Laptop computers with air card access to mobilize EOC- these computers will enable communication with municipal directors, departments and county and regional EOC communication initiatives during emergency operations as well as providing technology to assist with on-going crisis management. (Line Item# 2011-120) (AEL# 14CI-00-COOP, 04HW-01-INHW)	1	\$ 46,597.17	\$ 46,597.17
2. Security Camera for Fire Station 1,2,3,4. There are currently no cameras at the city fire stations - this provides security for this critical infrastructure. (Line Item# 2011-56) (AEL# 14SW-01-VIDA)	1	\$ 35,000.00	\$ 35,000.00

3. Target Hardening Fire Department Headquarters. This project will include physical access control elements. (Line Item# 2011-73) (AEL# 14SW-01-PACS)	1	\$ 90,000.00	\$ 90,000.00
4. Physical Access Control systems Police Headquarters - this equipment is needed for critical infrastructure hardening and to enhance security at new public safety campus that will consist of both police headquarters and new city hall. (Line Item# 2011-110) (AEL# 14SW-01-PACS)	1	\$ 133,109.11	\$ 133,109.11
5. Physical Access Control systems City Hall Complex -this equipment is needed for critical infrastructure hardening and to enhance security at new public safety campus that will consist of both police headquarters and new city hall. (Line Item# 2011-111) (AEL# 14SW-01-PACS)	1	\$ 86,065.00	\$ 86,065.00
6. License Plate Readers- this equipment will be used to enhance the city's criminal intelligence database. This equipment will assist with the identification, apprehension and prosecution of suspects while storing information. The information stored will be available to other local agencies thru MOUs or inter-local agreements. (Line Item# 2011-125) (AEL# 14SW-01-SIDV)	1	\$ 146,837.99	\$ 146,837.99
7. Marina CCTV Project. This project will involve the installation of CCTV cameras at various marinas in the City of Miami. (Line Item# 2011-9) (AEL# 14SW-01-VIDA)	1	\$ 100,000.00	\$ 100,000.00
8. Critical Facilities Security Camera System - Installation and equipment(-IR Digital cameras, DVR, Cable)needed for physical infrastructure hardening. (Line Item# 2011-104) (AEL# 14SW-01-VIDA)	1	\$ 27,000.00	\$ 27,000.00
9. Video Assessment Systems/CCTV - cameras and motion detection system that will be linked to central monitoring control center staffed 24/7 to protect the county's water system. (Line Item# 2011-147) (AEL# 14SW-01-VIDA)	1	\$ 47,040.00	\$ 47,040.00
10. Video Assessment Systems/ DVR, Cable, Connectors -cameras and motion detection system that will be linked to central monitoring control center staffed 24/7 to protect the county's water system. (Line Item# 2011-148) (AEL# 14SW-01-VIDA)	1	\$ 36,960.00	\$ 36,960.00
11. Light Speed Building Target Hardening. The Light Speed facility is a critical infrastructure that supports over \$28 million dollars in mission critical communications assets and over 300 personnel. The project consists of the installation of a perimeter fence and security measure to either prevent pedestrian and vehicular traffic or provide authorized and controlled access to the exterior of the facility. The current goal is to fence the entire perimeter of the property, provide an electronic gate with a pedestrian access, a separate access gate at the rear of the facility, and enhance its security infrastructure by adding security cameras, lighting, and two guard stations. (Line Item# 2011-37) (AEL# 14SW-01-WALL, 14SW-01-VIDA,14SW-01-LITE)	1	\$ 263,484.00	\$ 263,484.00
Inspection and Screening systems			
(HSGP only)			
CBRNE Prevention and Response watercraft			
CBRNE Aviation Equipment			
CBRNE logistical support equipment			
1. CERT Bag Packs with Equipment - CERT Project - equipment needed for use by CERT volunteers during disaster preparedness and response and recovery. (Line Item# 2011-95) (AEL# 19GN-00-BGPK)	1	\$ 1,950.00	\$ 1,950.00

2. CERT Backpacks -Citizen Corps Program Project- These backpacks are needed to equip volunteers with tools and necessary items needed during emergencies. (Line Item# 2011-132) (AEL#19GN-00-BGPK)	1	\$ 6,300.00	\$ 6,300.00
Intervention equipment			
1. Rapid ID Fingerprint Scanners - this equipment will be used to enhance the police department's criminal subject identification capabilities and aid in providing accurate information needed by law enforcement officers to identify terrorists/suspects. (Line Item# 2011-) (AEL# 20FP-00-AFIS)	1	\$ 39,100.00	\$ 39,100.00
2. Mobile Rapid Fingerprint I.D. System FA 30 Level Falcon I.D. Fingerprint processing, including Automated Fingerprint Identification System (AFIS) interface equipment. (Line Item# 2011-) (AEL# 20FP-00-AFIS)	1	\$ 20,000.00	\$ 20,000.00
3. CQB Ram - This equipment will be used in conjunction with the Tactical Backpack Kit (below) to enable door breaching in cramped environments. (Line Item# 2011-) (AEL# 20TE-00-NTRY)	1	\$ 2,730.00	\$ 2,730.00
4. Tactical Backpack Kit - This equipment will be provided to first responder officers to enable them to breach doors and obstructions that are now impassible. Kits include: boltmaster bolt cutter, thundermaul, active shooter hallagan tool and manual entry tool pack. (Line Item# 2011-) (AEL#20TE-00-NTRY)	1	\$ 6,020.00	\$ 6,020.00
5. Active Shooter Training (Simmunitions only for training purposes). This training will provide first responders with skills to respond to a terrorist incident involving active shooters. (Line Item# 2011-) (AEL# 21GN-00-TRNG)	1	\$ 18,250.00	\$ 18,250.00
First Aid and Warming Equipment			
Security Access and Functional Keys			
In this category, which approval must be provided by FEMA, please describe any funds for construction or renovation)			
1. CERT / Citizen Corps Program. This project will include Volunteer Training and Recruitment / Retention activities and items. (Line Item# 2011-33) (AEL# 21GN-00-TRNG)	1	\$ 25,000.00	\$ 25,000.00
2. Community Emergency Response Training (CERT) (Line Item# 2011-74) (AEL# 21GN-00-TRNG)	1	\$ 25,000.14	\$ 25,000.14
3. Fort Lauderdale CERT Annual Meeting and Recognition Event(Line Item# 2011-96) (AEL# 21GN-00-CCEQ)	1	\$ 3,525.00	\$ 3,525.00
4. Fort Lauderdale CERT PPE- Medical Bags/Medical Supplies etc.- CERT Project - equipment needed for use by CERT volunteers during disaster preparedness and response and recovery. (Line Item# 2011-97) (AEL# 09ME-01-BAGM)	1	\$ 1,125.00	\$ 1,125.00
5. Business/Community Partners Against Terrorism - Initiative to develop a close two-way relationship between sheriff's office and county private sectors drawn from materials developed by DHS. (Line Item# 2011-169) (AEL# 21GN-00-CCEQ)	1	\$ 30,000.00	\$ 30,000.00
6. CERT Tools. Tools for the City's CERT team for emergency purposes(Line Item# 2011-42) (AEL# 03SR-02-TLHN)	1	\$ 8,543.00	\$ 8,543.00
7. Maintenance, sustainment, service level agreements - EOC Management- Services needed to support Satellite Phone Communication System. (Line Item# 2011-98) (AEL# 21GN-00-MAIN)	1	\$ 20,095.42	\$ 20,095.42
8. Mobile Command Vehicle Sustainment. This project will cover the costs associated with sustaining technology contained in the UASI purchase Mobile Command Unit. (Line Item# 2011-68) (AEL# 21GN-00-MAIN)	1	\$ 10,000.00	\$ 10,000.00
9. Repair & Replacement for UASI Purchased Equipment. This will cover the costs associated with maintaining, replacing and repairing UASI purchased equipment. (Line Item# 2011-10) (AEL# 21GN-00-MAIN)	1	\$ 50,000.00	\$ 50,000.00

10. UASI Fire Vessel Maintenance & Equipment. This funding will sustain the 48ft fire boat and 27ft dive boat purchased under UASI to support public safety, firefighting operations, urban search and rescue and emergency medical operations for homeland security-related threats/activities on the waterways. (Line Item# 2011-11) (AEL# 21GN-00-MAIN)	1	\$ 100,000.00	\$ 100,000.00
11. South Florida Red Cross Disaster Training - Train 200 volunteers and staff to enhance awareness of disaster response procedures (training materials and shelter simulation exercise). (Line Item# 2011-106)(AEL# 21GN-00-TRNG)	1	\$ 26,674.00	\$ 26,674.00
12. Enhanced Firearms Interactive Training Equipment. The project will enhance firearms training and response capabilities by acquiring an interactive firearms training platform that allows the use of live fire ammunition and simulated firearms for use in training scenarios. (Line Item# 2011-) (AEL# 21GN-00-TRNG)	1	\$ 43,000.00	\$ 43,000.00
Up to 50 percent of total program funds may be used for personnel and personnel-related activities			
Eligible Management and Administration Costs			
Hiring of full-time or part-time staff or contractors/consultants:			
To assist with the management of the respective grant program			
To assist with application requirements of the grant program			
To assist with the compliancy with reporting and data collection as it may relate to the grant program			
Management and Administration	1	\$ 280,705.00	\$ 280,705.00
Development of operating plans for information collection and processing necessary to respond to DHS/ODP data calls.			
Costs associate with achieving emergency management that is inclusive of the access and functional needs of workers and citizens with disabilities.			
Overtime and backfill costs – Overtime expenses are defined as the result of personnel who worked over and above their normal scheduled daily or weekly worked time in the performance of FEMA – approved activities. Backfill Costs also called “Overtime as Backfill” are defined as expenses from the result of personnel who are working overtime in order to perform the duties of other personnel who are temporarily assigned to FEMA – approved activities outside their core responsibilities. Neither overtime nor backfill expenses are the result of an increase of Full – Time Equivalent (FTEs) employees. These costs are allowed only to the extent the payment for such services is in accordance with the policies of the state or unit(s) of local government and has the approval of the state or the awarding agency, whichever is applicable. In no case is dual compensation allowable. That is, an employee of a unit of government may not receive compensation from their unit or agency of government AND from an award for a single period of time (e.g., 1:00 pm to 5:00 pm), even though such work may benefit both activities. Fringe benefits on overtime hours are limited to Federal Insurance Contributions Act (FICA), Workers’ Compensation and Unemployment Compensation.			
Travel expenses			
Meeting-related expenses (For a complete list of allowable meeting-related expenses, please review the <i>OJP Financial Guide</i> at http://www.ojp.usdoj.gov/FinGuide).			
Acquisition of authorized office equipment , including personal computers, laptop computers, printers, LCD projectors, and other equipment or software which may be required to support the implementation of the homeland security strategy.			
The following are allowable only within the contract period:			
Recurring fees/charges associated with certain equipment, such as cell phones, faxes, etc.			

* Leasing and/or renting of space for newly hired personnel to administer programs within the grant program.			
	Total	\$ 9,356,839.00	\$ 9,356,839.00

B. Scope of Work

Funding is provided to perform eligible activities as identified in the Office of Grants and Training Fiscal Year 2010 Urban Area Security Initiative (UASI) Grant Program, consistent with the Department of Homeland Security State Strategy and the Urban Area Strategy. Eligible activities are outlined in the Scope of Work for each category below:

I. Categories and Eligible Activities

Urban Area Security Initiative

FY2011 UASI allowable costs are divided into the following categories: **planning, organization, equipment, training, exercises, management and administration cost** are allowable cost. Up to 25% of UASI funds must be dedicated towards law enforcement terrorism prevention-oriented planning, organization, training, exercise and equipment activities. Each category's allowable costs have been listed in the "Budget Detail Worksheet" above.

A. Planning

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

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

- Implementing the *National Preparedness Guidelines*
- Pre-event recovery planning
- Implementing the *National Infrastructure Protection Plan* and associated Sector Specific Plans
- Enhancing and implementing Statewide Communication Interoperability Plans (SCIP) and Tactical Interoperable Communications Plans (TICP) that align with the goals, objectives, and initiatives of the *National Emergency Communications Plan* (NECP)
- Costs associated with the adoption, implementation, and adherence to NIMS compliance requirements, including implementing the NIMS National Credentialing Framework
- Modifying existing incident management and EOPs to ensure proper alignment with the NRF coordinating structures, processes, and protocols
- Establishing or enhancing mutual aid agreements
- Developing communications and interoperability protocols and solutions
- Conducting local, regional, and tribal program implementation meetings
- Developing or updating resource inventory assets in accordance to typed resource definitions issued by the NIMS Integration Center (NIC)
- Designing State and local geospatial data systems
- Conducting public education and outreach campaigns, including promoting individual, family, and business emergency preparedness; alerts and warnings education; and evacuation plans as well as CBRNE prevention awareness
- Preparing materials for State Preparedness Reports (SPRs)
- WHTI implementation activities including the issuance of WHTI-compliant tribal identification cards

Developing related terrorism prevention activities including:

- Developing law enforcement prevention activities, to include establishing and/or enhancing a fusion center
- Hiring an IT specialist to plan, develop, and implement the IT applications necessary for a fusion center
- Developing and planning for information/intelligence sharing groups
- Hiring contractors and consultants to make recommendations on the development of capabilities at State and Major Urban Area fusion centers; such centers should be designed in support of the analytic and other baseline capabilities as outlined in the Global Justice Information Sharing Initiative's (Global) *Baseline Capabilities for State and Major Urban Area Fusion Centers*
- Integrating and coordinating public health care, public safety, and health security data-gathering (threats to human and animal health) within State and Major Urban Area fusion centers to achieve early warning and mitigation of health events
- Integrating and coordinating private sector participation with fusion center activities
- Acquiring systems allowing connectivity to State, local, tribal, territorial, and Federal data networks, such as the National Crime Information Center (NCIC) and Integrated Automated Fingerprint Identification System (IAFIS), as appropriate
- Planning to enhance security during heightened alerts, terrorist incidents, and/or during mitigation and recovery
- Multi-discipline preparation across first responder community, including EMS for response to catastrophic events and acts of terrorism

- Accessible public information/education: printed and electronic materials, public service announcements, seminars/town hall meetings, and web postings coordinated through local Citizen Corps Councils
- Citizen Corps volunteer programs and other activities to strengthen citizen participation
- 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
- Evaluating Critical Infrastructure Protection (CIP) security equipment and/or personnel requirements to protect and secure sites
- CIP cost assessments, including resources (e.g., financial, personnel) required for security enhancements/deployments
- Multi-Jurisdiction Bombing Prevention Plans (MJBPP)
- Underwater Terrorist Protection Plans

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

- Developing or enhancing EOPs and operating procedures
- Developing or enhancing local, regional, or Statewide strategic or tactical interoperable emergency communications plans
- Activities associated with a conversion from wideband to narrowband voice channels
- Implementing Statewide Communications Interoperability Plan (SCIP) and Tactical Interoperable Communications Plans (TICPs) that align with the goals, objectives, and initiatives of the National Emergency Communications Plan (NECP)
- Developing protocols or standard operating procedures for specialized teams to incorporate the use of equipment acquired through this grant program
- Developing terrorism prevention/protection plans
- Developing plans, procedures, and requirements for the management of infrastructure and resources related to HSGP and implementation of State or Urban Area Homeland Security Strategies
- Developing plans for mass evacuation and pre-positioning equipment
- Developing or enhancing border security plans
- Developing or enhancing cyber security plans
- Developing or enhancing secondary health screening protocols at major points of entry (e.g., air, rail, port)
- Developing or enhancing cyber risk mitigation plans
- Developing or enhancing agriculture/food security risk mitigation, response, and recovery plans
- Developing public/private sector partnership emergency response, assessment, and resource sharing plans
- Developing or enhancing plans to engage and interface with, and to increase the capacity of, private sector/non-governmental entities working to meet the human service response and recovery needs of victims
- Developing or updating local or regional communications plans
- Developing plans to support and assist jurisdictions, such as port authorities and rail and mass transit agencies
- Developing or enhancing continuity of operations and continuity of government plans
- Developing or enhancing existing catastrophic incident response and recovery plans to include and integrate Federal assets provided under the NRF
- Developing plans and response procedures for validating and responding to an alarm from a chemical or biological detector (response procedures should include emergency response procedures integrating local first responders)
- Developing or enhancing evacuation plans
- Developing mechanisms for utilizing the National Emergency Family Registry and Locator System (NEFRLS)
- Developing or enhancing plans to prepare for surge capacity of volunteers
- Developing or enhancing the State emergency medical services systems
- 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
- Developing or enhancing Bombing Prevention Plans
- Developing school preparedness plans
- Developing preparedness plans for child congregate care facilities, including group residential facilities, juvenile detention facilities, and public/private child care facilities
- Ensuring jurisdiction EOPs adequately address warnings, emergency public information, evacuation, sheltering, mass care, resource management from non-governmental sources, unaffiliated volunteer and donations management, and volunteer resource integration to support each Emergency Support Function, to include appropriate considerations for special needs populations
- Developing and implementing civil rights, civil liberties, and privacy policies, procedures, and protocols
- Designing and developing State, local, tribal, and territorial geospatial data systems
- Developing and implementing statewide electronic patient care reporting systems compliant with the National Emergency Medical Services Information System (NEMSIS)

Developing or conducting assessments, including but not limited to:

- Developing pre-event recovery plans
- Conducting point vulnerability assessments at critical infrastructure sites/key assets and develop remediation/security plans

- Conducting or updating interoperable emergency communications capabilities assessments at the local, regional, or Statewide level
- Developing border security operations plans in coordination with CBP
- Developing, implementing, and reviewing Area Maritime Security Plans for ports, waterways, and coastal areas
- Updating and refining threat matrices
- Conducting cyber risk and vulnerability assessments
- Conducting assessments and exercising existing catastrophic incident response and recovery plans and capabilities to identify critical gaps that cannot be met by existing local and State resources
- Conducting Bombing Prevention Capability Analysis
- 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)
- Activities that directly support the identification of pre-designated temporary housing sites
- Conducting community assessments, surveys, and research of vulnerabilities and resource needs, and determine citizen education and participation to meet the needs
- Conducting Citizen Corps program assessments and evaluations, citizen preparedness surveys, volunteer impact studies, and cost/benefit analysis
- Soft target security planning (e.g., public gatherings)
- Participating in the FEMA Gap Analysis Program

B. Organizational Activities - Urban Areas are allowed up to 50 percent of their FY 2011 UASI funding for Organizational activities.

Section 2008 of the *Homeland Security Act of 2002*, as amended by the 9/11 Act, includes the following allowable activities:

- Responding to an increase in the threat level under the Homeland Security Advisory System, or needs resulting from a National Special Security Event
- Establishing, enhancing, and staffing State and Major Urban Area fusion centers
- Paying salaries and benefits for personnel to serve as qualified intelligence analysts

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

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

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

All intelligence analyst training should be in accordance with the Global Justice Information Sharing Initiative's (Global) *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 FEMA Program Analysts upon request.

Operational Overtime Costs – In support of efforts to enhance capabilities for detecting, deterring, disrupting, and preventing acts of terrorism, operational overtime costs are allowable for increased security measures at critical infrastructure sites. FY 2011 SHSP or UASI funds for organizational costs may be used to support select operational expenses associated with increased security measures at critical infrastructure sites in the following authorized categories:

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

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

FY 2011 SHSP or UASI funds may only be spent for operational overtime costs upon prior approval provided in writing by the FEMA Administrator.

B. Personnel

Personnel hiring, overtime, and backfill expenses are permitted under this grant in order to perform allowable FY 2011 HSGP planning, training, exercise, and equipment activities.

- A personnel cost cap of up to 50 percent of total *SHSP and UASI* program funds may be used for personnel and personnel-related activities as directed by the *Personnel Reimbursement for Intelligence Cooperation and Enhancement (PRICE) of Homeland Security Act* (Public Law 110-412). Grantees who wish to seek a waiver from the personnel cost cap must provide documentation explaining why the cap is unacceptable; waiver requests will be considered only under extreme circumstances. In general, the use of SHSP and UASI funding to pay for staff and/or contractor regular time or overtime/backfill is considered a personnel cost. Activities that are considered "personnel" and "personnel-related," and therefore count against the personnel cost cap of 50 percent, include, but are not limited to:
 - Operational overtime
 - Overtime/backfill to participate in approved training or exercise deliveries
 - Salaries and personnel costs of intelligence analysts
 - Overtime to participate in intelligence sharing activities
 - Salaries and personnel costs of planners, equipment managers, exercise coordinators, and/or training coordinators
 - Salaries and personnel costs under the M&A category
 - Contractor costs associated with performing the above activities

C. Equipment Acquisition

The 22 allowable prevention, protection, response, and recovery equipment categories and equipment standards for FY 2011 HSGP are listed on the web-based version of the Authorized Equipment List (AEL) on the Responder Knowledge Base (RKB), at <https://www.rkb.us>. Unless otherwise stated, equipment must meet all mandatory regulatory and/or DHS-adopted standards to be eligible for purchase using these funds. In addition, agencies will be responsible for obtaining and maintaining all necessary certifications and licenses for the requested equipment.

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

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

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

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

D. Training

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

- **Developing, Delivering, and Evaluating Training** – Includes costs related to administering the training, planning, scheduling, facilities, materials and supplies, reproduction of materials, and equipment.

- **Overtime and Backfill** – The entire amount of overtime costs, including payments related to backfilling personnel, which are the direct result of attendance at FEMA and/or approved training courses and programs, are allowable. These costs are allowed only to the extent the payment for such services is in accordance with the policies of the State or unit(s) of local government and has the approval of the State or the awarding agency, whichever is applicable. In no case is dual compensation allowable. That is, an employee of a unit of government may not receive compensation from their unit or agency of government AND from an award for a single period of time (e.g., 1:00 p.m. to 5:00 p.m.), even though such work may benefit both activities.
- **Travel** – Costs (e.g., airfare, mileage, per diem, hotel) are allowable as expenses by employees who are on travel status for official business related to approved training.
- **Hiring of Full or Part-Time Staff or Contractors/Consultants** – Payment of salaries and fringe benefits to full or part-time staff or contractors/consultants must be in accordance with the policies of the State or unit(s) of local government and have the approval of the State or awarding agency, whichever is applicable. Such costs must be included within the funding allowed for program management personnel expenses, which must not exceed 15 percent of the total allocation as specified in section E.6. In no case is dual compensation allowable (see above).
- **Certification/Recertification of Instructors** – 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. This information is contained in Information Bulletin #193, issued October 20, 2005.

Training Activities

States, territories, and Urban Areas may use HSGP funds to develop a homeland security training program. Allowable training-related costs under HSGP include the establishment, support, conduct, and attendance of training specifically identified under the SHSP, UASI, MMRS, and CCP grant programs and/or in conjunction with emergency preparedness training by other Federal agencies (e.g., HHS, DOT). Allowable training topics include, but are not limited to, CBRNE terrorism, cyber/agriculture/food security, intelligence gathering and analysis, NIMS related training, citizen and community preparedness, interoperable and emergency communications, and training for volunteers, infants and children and individuals with disabilities in disasters, pediatric medical surge, and evacuation and sheltering with particular emphasis on children, keeping children with parents or guardians, addressing needs of unaccompanied minors, and integrating the accessibility and functional needs of children and adults with disabilities (see *Comprehensive Preparedness Guide 301 [CPG-301]: Interim Emergency Management Planning Guide for Special Needs Populations* and other resources for additional information).

Training conducted using HSGP funds should address a performance gap identified through an After Action Report/Improvement Plan (AAR/IP) or contribute to building a capability that will be evaluated through an exercise. Exercises should be used to provide the opportunity to demonstrate and validate skills learned in training, as well as to identify training gaps. Any training or training gaps should be identified in the AAR/IP and addressed in the State or Urban Area training cycle. All training and exercises conducted with HSGP funds should support the development and testing of the jurisdiction's EOP or specific annexes, where applicable.

E. Exercises

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

Allowable exercise-related costs include:

- **Funds Used to Design, Develop, Conduct, and Evaluate an Exercise** – Includes costs related to planning, meeting space and other meeting costs, facilitation costs, materials and supplies, travel, and documentation. Grantees are encouraged to use government facilities to conduct meetings and conferences whenever possible.
- **Hiring of Full or Part-Time Staff or Contractors/Consultants** – Full or part-time staff may be hired to support exercise-related activities. Such costs must be included within the funding allowed for program management personnel expenses, which must not exceed 15 percent of the total allocation. The applicant's formal written procurement policy or the Federal Acquisition Regulations (FAR) – whichever is more stringent – must be followed. In no case is dual compensation allowable.
- **Overtime and Backfill** – The entire amount of overtime costs, including payments related to backfilling personnel, which are the direct result of time spent on the design, development, and conduct of exercises are allowable expenses. These costs are allowed only to the extent the payment for such services is in accordance with the policies of the State

or unit(s) of local government and has the approval of the State or the awarding agency, whichever is applicable. In no case is dual compensation allowable. That is, an employee of a unit of government may not receive compensation from their unit or agency of government AND from an award for a single period of time (e.g., 1:00 p.m. to 5:00 p.m.), even though such work may benefit both activities.

- **Travel** – Travel costs are allowable as expenses by employees who are on travel status for official business related to the planning and conduct of exercise project(s) or HSEEP programmatic requirements as described in the HSEEP website (e.g., Improvement Plan Workshops, Training and Exercise Plan).
- **Supplies** – Supplies are items that are expended or consumed during the course of the planning and conduct of the exercise project(s) (e.g., copying paper, gloves, tape, non-sterile masks, and disposable protective equipment).
- **Other Items** – These costs include the rental of equipment (e.g., portable toilets, tents), food, gasoline, exercise signs, badges, etc.

Unauthorized exercise-related costs include:

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

Exercise Requirements

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

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

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

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

- **Exercise Scenarios.** The scenarios used in HSGP-funded exercises must be based on the State/Urban Area's Homeland Security Strategy and plans. Acceptable scenarios for SHSP, UASI, MMRS, and CCP exercises include: chemical, biological, radiological, nuclear, explosive, cyber, agricultural and natural or technological disasters. Exercise scenarios must be catastrophic in scope and size as defined by the *National Response Framework*.
- The scenarios used in HSGP-funded exercises must focus on validating existing capabilities and must be large enough in scope and size to exercise multiple tasks and warrant involvement from multiple jurisdictions and disciplines and nongovernmental organizations. Exercise scenarios should also be based on the Multiyear Training and Exercise Plan.
- **Special Event Planning.** If a State or Urban Area will be hosting a special event (e.g., Super Bowl, G-8 Summit) they are approved to participate in a Tier I or Tier II exercise as approved by the National Exercise Program (NEP) Executive Steering Committee per the NEP Implementation Plan. They should plan to use SHSP or UASI funding to finance training and exercise activities in preparation for those events. States and Urban Areas should also consider exercises at major venues (e.g., arenas, convention centers) that focus on evacuations, communications, and command and control. States should also anticipate participating in at least one Regional Exercise annually. States must include all confirmed or planned special events in the Multi-year Training and Exercise Plan.
- **Exercise Evaluation.** All exercises will be capabilities and performance-based and evaluated using Exercise Evaluation Guides (EEGs) found on the HSEEP website at <https://hseep.dhs.gov>. An After-Action Report/Improvement Plan (AAR/IP) will be prepared and submitted to the FEMA Grants and Preparedness Community of Interest (COI) on the Homeland Security Information Network (HSIN) within 90 days following completion of the exercise, regardless of type or scope. AAR/IPs must conform to the HSEEP format, should capture objective data pertaining to exercise conduct, and must be developed based on information gathered through EEGs found in HSEEP. All applicants are encouraged to use the Lessons Learned Information Sharing System as a source for lessons learned and to exchange best practices.
- **Role of Non-Governmental Entities in Exercises.** Non-governmental participation in all levels of exercises is strongly encouraged. Leaders from nongovernmental entities should be included in the planning, conduct, and

evaluation of an exercise. State, local, tribal, and territorial jurisdictions are encouraged to develop exercises that test the integration and use of non-governmental resources provided by non-governmental entities, defined as the private sector and private non-profit, faith-based, community, volunteer, and other non-governmental organizations. Non-governmental participation in exercises should be coordinated with the local Citizen Corps Council(s) and other partner agencies.

Unauthorized Exercise Costs

Unauthorized exercise-related costs include:

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

- C. **Management and Administration** - no more than 3% of each sub-recipient's total award may be expended on Management and Administration costs.

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

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

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

Overtime and backfill costs - Overtime expenses are defined as the result of personnel who worked over and above their normal scheduled daily or weekly worked time in the performance of FEMA – approved activities. Backfill Costs also called “Overtime as Backfill” are defined as expenses from the result of personnel who are working overtime in order to perform the duties of other personnel who are temporarily assigned to FEMA – approved activities outside their core responsibilities. Neither overtime nor backfill expenses are the result of an increase of Full – Time Equivalent (FTEs) employees. These costs are allowed only to the extent the payment for such services is in accordance with the policies of the state or unit(s) of local government and has the approval of the state or the awarding agency, whichever is applicable. In no case is dual compensation allowable. That is, an employee of a unit of government may not receive compensation from their unit or agency of government AND from an award for a single period of time (e.g., 1:00 pm to 5:00 pm), even though such work may benefit both activities. Fringe benefits on overtime hours are limited to Federal Insurance Contributions Act (FICA), Workers' Compensation and Unemployment Compensation.

Travel expenses

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

Acquisition of authorized office equipment, including:

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

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

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

D. **Unauthorized Expenditures**

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

E. **Construction and Renovation**

Use of HSGP funds for construction and renovation is generally prohibited except as outlined below. Such construction and renovation shall be strictly limited and allowable only when it is a necessary component of a security system at critical infrastructure facilities.

Project construction and renovation not exceeding \$1,000,000 is allowable, as deemed necessary. The following types of projects are considered to constitute construction or renovation, and must be submitted to FEMA for compliance review under Federal environmental planning and historic preservation (EHP) laws and requirements prior to initiation of the project:

- Construction and renovation of 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
- Any other construction or renovation efforts that change or expand the footprint of a facility or structure, including security enhancements to improve perimeter security.
- 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
 -

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

Approval Process:

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

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

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

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

F. Overtime and Backfill Guidance

Overtime – These expenses are limited to the additional costs which result from personnel working over and above 40 hours of weekly work time as a direct result of their performance of FEMA-approved activities specified in this guidance. Overtime associated with any other activity is not eligible.

Backfill-related Overtime – Also called "Overtime as Backfill," these expenses are limited to overtime costs which result from personnel who are working overtime (as identified above) to perform the duties of other personnel who are temporarily assigned to FEMA-approved activities outside their core responsibilities. Neither overtime nor backfill expenses are the result of an increase of FTE employees.

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

III. Reporting Requirements

1. Quarterly Programmatic Reporting:

The Quarterly Programmatic Report is due within 30 days after the end of the reporting periods (March 31, 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

Biannual Strategic Implementation Report:

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

3. Reimbursement Requests:

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

4. Close-out Programmatic Reporting:

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

5. Monitoring:

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

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

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

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

Frequency of annual monitoring activity:

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

Areas that will be examined include:

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

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

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

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

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

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

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

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

On-site Monitoring Protocol

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

Site Visit Preparation

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

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

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

On-Site Monitoring Visit

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

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

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

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

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

Post Monitoring Visit

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

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

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

K. Programmatic Point of Contact

Contractual Point of Contact	Programmatic Point of Contact
Michael J. Day FDEM 2555 Shumard Oak Blvd. Tallahassee, FL 32399-2100 (850) 488-9441 michael.day@em.myflorida.com	Andrea Becraft FDEM 2555 Shumard Oak Blvd. Tallahassee, FL 32399-2100 (850) 410-3457 Andrea.becraft@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, Regulations and Special Conditions

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

Special Conditions

Article I – Financial Guidelines

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

A. Administrative Requirements

1. 44 CFR Part 13, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments

2. 2 CFR Part 215, Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations (OMB Circular A-110)
3. 44 CFR Part 10, Environmental Considerations

B. Cost Principles

1. 2 CFR Part 225, Cost Principles for State, Local and Indian Tribal Governments (OMB Circular A-87)
2. 2 CFR Part 220, Cost Principles for Educational Institutions (OMB Circular A-21)
3. 2 CFR Part 230, Cost Principles for Non-Profit Organizations (OMB Circular A-122)
4. 48 CFR 31.2, Federal Acquisition Regulations (FAR), Contracts with Commercial Organizations

C. Audit Requirements

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

Article II – Prohibition on Using Federal Funds

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

Article III – Compliance with Program Guidance

The recipient agrees that all allocations and use of funds under this grant will be in accordance with the FY 2011 Homeland Security Grant Program (HSGP) guidance and application kit.

Article IV – Financial Reports (FDEM Form 1 & 2) Required Quarterly

The recipient shall submit the Financial Report (FDEM Form 1 & 2) within 30 days of the end of the first Federal quarter covering the grant period of performance. The recipient shall submit quarterly reports thereafter until the grant ends and final payment is received. Reports are due on January 31, April 30, July 31 and October 30. A report must be submitted for every quarter of the period of performance, including partial calendar quarters, as well as for periods where no grant activity occurs. Future reimbursement requests may be withheld if these reports are delinquent. The Close-Out Report (FDEM Form 5) is due within sixty (60) days after the end date of the performance period.

Article V – Acceptance of Post Award Changes

In the event that FEMA determines that changes are necessary to the award document after an award has been made, including changes to period of performance or terms and conditions, recipients will be notified of the changes in writing. Once notification has been made, any subsequent request for funds will indicate recipient acceptance of the changes to the award.

Article VI – Trafficking In Persons

A. Provision applicable to a recipient that is a private entity.

1. You as the recipient, your employees, subrecipients under this award, and subrecipients' employees may not:
 - a. Engage in severe forms of trafficking in persons during the period of time that the award is in effect;
 - b. Procure a commercial sex act during the period of time that the award is in effect; or
 - c. Use forced labor in the performance of the award or subawards under the award.
2. We, as the State awarding agency, may unilaterally terminate this award, without penalty, if you or a subrecipient that is a private entity:
 - a. Is determined to have violated a prohibition in paragraph A.1 of this award term; or
 - b. Has an employee who is determined by the agency official authorized to terminate the award to have violated a prohibition in paragraph A.1 of this award term through conduct that is either:
 - i. Associated with performance under this award; or
 - ii. Imputed to you or the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR Part 180, "OMB Guidelines to Agencies on Government wide Debarment and Suspension (Non-procurement)," as implemented by our agency at 2 CFR Part 3000.

B. Provisions applicable to a recipient other than a private entity. We as the Federal awarding agency may unilaterally terminate this award, without penalty, if a subrecipient that is a private entity:

1. Is determined to have violated a prohibition in paragraph A.1 of this award term; or

2. Has an employee who is determined by the agency official authorized to terminate the award to have violated a prohibition in paragraph A.1 of this award term through conduct that is either:
 - a. Associated with performance under this award; or
 - b. Imputed to the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR Part 180, "OMB Guidelines to Agencies on Government wide Debarment and Suspension (Non-procurement)," as implemented by our agency at 2 CFR Part 3000.

C. Provision applicable to any recipient.

1. You must inform us immediately of any information you receive from any source alleging a violation of a prohibition in paragraph A.1 of this award term.
2. Our right to terminate unilaterally that is described in paragraph A.2 or B of this section:
 - a. Implements section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 U.S.C. 7104(g)), and
 - b. Is in addition to all other remedies for noncompliance that are available to us under this award.
3. You must include the requirements of paragraph A.1 of this award term in any subaward you make to a private entity.

D. Definitions. For purposes of this award term:

1. "Employee" means either:
 - a. An individual employed by you or a subrecipient who is engaged in the performance of the project or program under this award; or
 - b. Another person engaged in the performance of the project or program under this award and not compensated by you including, but not limited to, a volunteer or individual whose services are contributed by a third party as an in-kind contribution toward cost sharing or matching requirements.
2. "Forced labor" means labor obtained by any of the following methods: the recruitment, harboring, transportation, provision or obtaining of a person for labor or services, through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage, or slavery.
3. "Private entity" means:

- a. Any entity other than a State, local government, Indian Tribe, or foreign public entity, as those terms are, defined in 2 CFR 175.25.
 - b. Includes:
 - i. A nonprofit organization, including any nonprofit institution of higher education, hospital, or tribal organization other than one included in the definition of Indian Tribe at 2 CFR 175.25(b).
 - ii. A for-profit organization.
4. "Severe forms of trafficking in persons," "commercial sex act," and "coercion" have the meanings given at section 103 of the TVPA, as amended (22U.S.C. 7102).

Article VII – Classified Security Condition

- A. "Classified national security information," as defined in Executive Order (EO) 12958, as amended, means information that has been determined pursuant to EO 12958 or any predecessor order to require protection against unauthorized disclosure and is marked to indicate its classified status when in documentary form.
- B. No funding under this award shall be used to support a contract, subaward, or other agreement for goods or services that will include access to classified national security information if the award recipient has not been approved for and has access to such information.
- C. Where an award recipient has been approved for and has access to classified national security information, no funding under this award shall be used to support a contract, subaward, or other agreement for goods or services that will include access to classified national security information by the contractor, subawardee, or other entity without prior written approval from the DHS Office of Security, Industrial Security Program Branch (ISPB), or, an appropriate official within the Federal department or agency with whom the classified effort will be performed.
- D. Such contracts, subawards, or other agreements shall be processed and administered in accordance with the DHS "Standard Operating Procedures, Classified Contracting by States and Local Entities," dated July 7, 2008; EOs 12829, 12958, 12968, as amended; the National Industrial Security Program Operating Manual (NISPOM); and/or other applicable implementing directives or instructions. All security requirement documents are located at: <http://www.dhs.gov/xopnbix/grants/index.shtm>
- E. Immediately upon determination by the award recipient that funding under this award will be used to support such a contract, subaward, or other agreement, and prior to execution of any actions to facilitate the acquisition of such a contract, subaward, or other agreement, the award recipient shall contact ISPB, or the applicable Federal department or agency, for approval and processing instructions.

DHS Office of Security ISPB contact information:
Telephone: 202-447-5346
Email: DD254AdministrativeSecurity@dhs.gov

Mail: Department of Homeland Security
Office of the Chief Security Officer
ATTN: ASD/Industrial Security Program Branch
Washington, D.C. 20528

Article VIII – Central Contractor Registration and Universal Identifier Requirements

A. Requirement for Central Contractor Registration (CCR)

Unless you are exempted from this requirement under 2 CFR 25.110, you as the recipient must maintain the currency of your information in the CCR until you submit the final financial report required under this award or receive the final payment, whichever is later. This requires that applicants and recipients review and update the information at least annually after the initial registration, and more frequently if required by changes in your information or another award term.

B. Requirement for Data Universal Numbering System (DUNS) Numbers

If recipients are authorized to make subawards under this award, they:

1. Must notify potential subrecipients that no entity (see definition in paragraph C of this award term) may receive a subaward from you unless the entity has provided its DUNS number to you.
2. May not make a subaward to an entity unless the entity has provided its DUNS number to you.

C. Definitions

For purposes of this award term:

1. Central Contractor Registration (CCR) means the Federal repository into which an entity must provide information required for the conduct of business as a recipient. Additional information about registration procedures may be found at the CCR Internet site (currently at <http://www.ccr.gov>).
2. Data Universal Numbering System (DUNS) number means the nine digit number established and assigned by Dun and Bradstreet, Inc. (D&B) to uniquely identify

business entities. A DUNS number may be obtained from D&B by telephone (currently 866-705-5711) or the internet (currently at <http://fedgov.ndb.com/webform>).

3. Entity, as it is used in this award term, means all of the following, as defined at 2 CFR part 25, subpart C:
 - a. A Governmental organization, which is State, local government or Indian Tribe;
 - b. A foreign public entity;
 - c. A domestic or foreign nonprofit organization;
 - d. A domestic or foreign for-profit organization; and
 - e. A Federal agency, but only as a sub recipient under an award or subaward to a non-Federal entity.

4. Subaward:
 - a. This term means a legal instrument to provide support for the performance of any portion of the substantive project or program for which you received this award and that you as the recipient award to an eligible subrecipient.
 - b. The term does not include your procurement of property and services needed to carry out the project or program (for further explanation, see Sec.----.210 of the attachment to OMB Circular A-133, "Audits of States, Local Governments, and Non-Profit Organizations").
 - c. A subaward may be provided through any legal agreement, including an agreement that you consider a contract.

5. Subrecipient means an entity that:
 - a. Receives a subaward from you under this award; and
 - b. Is accountable to you for the use of the Federal funds provided by the subaward.

Article IX – Reporting Subawards and Executive Compensation

A. Reporting of first-tier subawards.

1. Applicability. Unless you are exempt as provided in paragraph d. of this award term, you must report each action that obligates \$25,000 or more in Federal funds that does not include Recovery funds (as defined in section 1512(a)(2) of the American Recovery and Reinvestment Act of 2009, Pub. L 111-5) for a subaward to an entity (see definitions in paragraph e. of this award term).

2. Where and when to report.
 - a. You must report each obligating action described in paragraph a.1. of this award term to <http://www.fsrs.gov>.

- b. For subaward information, report no later than the end of the month following the month in which the obligation was made. (For example, if the obligation was made on November 7, 2010, the obligation must be reported no later than December 31, 2010.)
3. What to report. You must report the information about each obligating action that the submission instructions at <http://www.fsrs.gov> specify.

B. Reporting Total Compensation of Recipient Executives.

1. Applicability and what to report. You must report total compensation for each of your five most highly compensated executives for the preceding completed fiscal year, if-
 - a. the total Federal funding authorized to date under this award is \$25,000 or more;
 - b. in the preceding fiscal year, you received-
 - i. 80 percent or more of your annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and
 - ii. \$25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and
 - c. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/execomp.htm>)
2. Where and when to report. You must report executive total compensation described in paragraph b.1. of this award term:
 - a. As part of your registration profile at <http://www.ccr.gov>.
 - b. By the end of the month following the month in which this award is made, and annually thereafter.

C. Reporting of Total Compensation of Subrecipient Executives.

1. Applicability and what to report. Unless you are exempt as provided in paragraph d. of this award term, for each first-tier subrecipient under this award, you shall report the names and total compensation of each of the subrecipient's five most

highly compensated executives for the subrecipient's preceding completed fiscal year, if-

- a. In the subrecipient's preceding fiscal year, the subrecipient received-
 - i. 80 percent or more of its annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and
 - ii. \$25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts), and Federal financial assistance subject to the Transparency Act (and subawards); and
 - b. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/execomp.htm>)
2. Where and when to report. You must report executive total compensation described in paragraph c.1. of this award term:
- a. To the recipient.
 - b. By the end of the month following the month during which you make the subaward. For example, if a subaward is obligated on any date during the month of October of a given year (i.e., between October 1 and 31), you must report any required compensation information of the subrecipient by November 30 of that year.

D. Exemptions

1. If, in the previous tax year, you had gross income, from all sources, under \$300,000, you are exempt from the requirements to report:
 - a. Subawards, and
 - b. The total compensation of the five most highly compensated executives of any subrecipient.

E. Definitions. For purposes of this award term:

1. Entity means all of the following, as defined in 2 CFR part 25:
 - a. A Governmental organization, which is State, local government or Indian Tribe;
 - b. A foreign public entity;
 - c. A domestic or foreign nonprofit organization;
 - d. A domestic or foreign for-profit organization; and

- e. A Federal agency, but only as a sub recipient under an award or subaward to a non-Federal entity.
2. Executive means officers, managing partners, or any other employees in management positions.
3. Subaward:
 - a. This term means a legal instrument to provide support for the performance of any portion of the substantive project or program for which you received this award and that you as the recipient award to an eligible subrecipient.
 - b. The term does not include your procurement of property and services needed to carry out the project or program (for further explanation, see Sec. __.210 of the attachment to OMB Circular A-133, "Audits of States, Local Governments, and Non-Profit Organizations").
 - c. A subaward may be provided through any legal agreement, including an agreement that you or a subrecipient considers a contract.
4. Subrecipient means an entity that:
 - a. Receives a subaward from you (the recipient) under this award; and
 - b. Is accountable to you for the use of the Federal funds provided by the subaward.
5. Total compensation means the cash and noncash dollar value earned by the executive during the recipient's or subrecipient's preceding fiscal year and includes the following (for more information see 17 CFR 229.402(c)(2)):
 - a. Salary and bonus.
 - b. Awards of stock, stock options, and stock appreciation rights. Use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2004) (FAS 123R), Shared Based Payments.
 - c. Earnings for services under non-equity incentive plans. This does not include group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of executives, and are available generally to all salaried employees.
 - d. Change in pension value. This is the change in present value of defined benefit and actuarial pension plans.
 - e. Above-market earning on deferred compensation which is not tax-qualified.
 - f. Other compensation, if the aggregate value of all such other compensation (e.g. severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the executive exceeds \$10,000.

Article X – Summary Description of Project

The FY 2011 Homeland Security Grant Program (HSGP) funding shall be used for costs related to preparedness activities associated with implementing the State Homeland Security Strategy, any respective Urban Area Security Strategies, and the investments identified during the application period. The HSGP consists of the State Homeland Security Program (SHSP), the Urban Area Security Initiative (UASI), the Citizen Corps Program (CCP), the Metropolitan Medical Response System (MMRS) program, and Operation Stonegarden (OPSG). Together, these programs provide an integrated mechanism to enhance the coordination of National Priority efforts to prevent, respond to, and recover from terrorist attacks, major disasters and other emergencies.

Article XI – National Environmental Policy Act (NEPA)

The recipient shall comply with all applicable Federal, State, and local environment and historic preservation (EHP) requirements and shall provide any information requested by FEMA to ensure compliance with applicable laws including: National Environmental Policy Act, National Historic Preservation Act, Endangered Species Act, and Executive Orders on Floodplains (11988), Wetlands (11990) and Environmental Justice (12898). Failure of the recipient to meet Federal, State, and local EHP requirements and obtain applicable permits may jeopardize Federal funding. Recipient shall not undertake any project having the potential to impact Environmental or Historical Preservation (EHP) resources without the prior approval of FEMA, including but not limited to communication towers, physical security enhancements, new construction, and modifications to buildings that are 50 years old or greater. Recipient must comply with all conditions placed on the project as the result of the EHP review. Any change to the approved project scope of work will require re-evaluation for compliance with these EHP requirements. If ground disturbing activities occur during project implementation, the recipient must ensure monitoring of ground disturbance, and if any potential archeological resources are discovered, the recipient will immediately cease construction in that area and notify FEMA and the appropriate State Historic Preservation Office. Any construction activities that have been initiated prior to the full EHP review could result in a non-compliance finding. For your convenience, here is the screening form link: (The Screening Form is available at: www.fema.gov/doc/government/grant/bulletins/info329_final_screening_memo.doc). For these types of projects, grantees must complete the FEMA EHP Screening Form (OMB Number 1660-0115/FEMA Form 024-0-01) and submit it, with all supporting documentation, to their respective FDEM grant manager for review. Grantees should submit the FEMA EHP Screening Form for each project as soon as possible upon receiving their grant award.

Attachment C

JUSTIFICATION OF ADVANCE PAYMENT

RECIPIENT:

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

<p><input type="checkbox"/> ADVANCE REQUESTED</p> <p>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.</p>
--

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

ESTIMATED EXPENSES

BUDGET CATEGORY/LINE ITEMS (list applicable line items)	20__-20__ Anticipated Expenditures for First Three Months of Subgrant Agreement
<u>For example</u>	
ADMINISTRATIVE COSTS (Include Secondary Administration.)	
<u>For example</u>	
PROGRAM EXPENSES	
TOTAL EXPENSES	

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

Attachment D
Warranties and Representations

Financial Management

Recipient's financial management system must include the following:

- (1) Accurate, current and complete disclosure of the financial results of this project or program
- (2) Records that identify the source and use of funds for all activities. These records shall contain information pertaining to grant awards, authorizations, obligations, unobligated balances, assets, outlays, income and interest.
- (3) Effective control over and accountability for all funds, property and other assets. Recipient shall safeguard all assets and assure that they are used solely for authorized purposes.
- (4) Comparison of expenditures with budget amounts for each Request For Payment. Whenever appropriate, financial information should be related to performance and unit cost data.
- (5) Written procedures to determine whether costs are allowed and reasonable under the provisions of the applicable OMB cost principles and the terms and conditions of this Agreement.
- (6) Cost accounting records that are supported by backup documentation.

Competition

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

Codes of conduct.

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

Business Hours

The Recipient shall have its offices open for business, with the entrance door open to the public, and at least one employee on site, from _____

Licensing and Permitting

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

Attachment E

**Certification Regarding
Debarment, Suspension, Ineligibility
And Voluntary Exclusion**

Subcontractor Covered Transactions

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

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

SUBCONTRACTOR:

By: _____
Signature

Recipient's Name

Name and Title

DEM Contract Number

Street Address

Project Number

City, State, Zip

Date

Attachment 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.

Attachment G
Reimbursement Checklist

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

Equipment

- 1. Have all invoices been included?
- 2. Has an AEL # been identified for each purchase?
- 3. If service/warranty expenses are listed, are they only for the performance period of the grant?
- 4. Has proof of payment been included? (E.g. canceled check, Electronic Funds Transfer (EFT) confirmation, or P-Card back up documentation which will include receipt with vendor, copy of credit card statement showing expense charged, and payment to credit card company for that statement)
- 5. If EHP form needed – has copy of it and approval from State/DHS been included?

Planning

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

- 1. Does the amount billed by consultant add up correctly?
- 2. Has all appropriate documentation to denote hours worked been properly signed?
- 3. Have copies of all planning materials and work product (e.g. meeting documents, copies of plans) been included? (If a meeting was held by recipient or contractor/consultant of recipient, an agenda and signup sheet with meeting date must be included).
- 4. Has the invoice from consultant/contractor been included?
- 5. Has proof of payment been included? (E.g. canceled check, Electronic Funds Transfer (EFT) confirmation, or P-Card back up documentation which will include receipt with vendor, copy of credit card statement showing expense charged, and payment to credit card company for that statement).
- 6. Has Attachment F (found within Agreement with FDEM) been completed for this consultant and included in the reimbursement package?

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

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

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

Training

- 1. Is the course DHS approved? Is there a course or catalog number? If not, has FDEM approved the non-DHS training? Is supporting documentation included your reimbursement request?
- 2. Have sign-in sheets, rosters and agenda been provided?
- 3. If billing for overtime and/or backfill, has a spreadsheet been provided that lists attendee names, department, # of hours spent at training, hourly rate and total amount paid to each attendee? Have print outs from entity's financial system been provided as proof attendees were paid? For backfill, has a clear delineation/cross reference been provided showing who was backfilling who?
- 4. Have the names on the sign-in sheets been cross-referenced with the names of the individuals for whom training reimbursement costs are being sought?
- 5. Has any expenditures occurred in support of the training (e.g., printing costs, costs related to administering the training, planning, scheduling, facilities, materials and supplies, reproduction of materials, and equipment)? If so, receipts and proof of payment must be submitted. (E.g. canceled check, Electronic Funds Transfer (EFT) confirmation, or P-Card back up documentation which will include receipt with vendor, copy of credit card statement showing expense charged, and payment to credit card company for that statement).

Exercise

- 1. Has documentation been provided on the purpose/objectives of the exercise? Such as, SITMAN/EXPLAN.
- 2. If exercise has been conducted - has after-action report been included? Have sign-in sheets, agenda, rosters been provided?
- 3. If billing for overtime and backfill, has a spreadsheet been provided that lists attendee names, department, # of hours spent at exercise, hourly rate and total paid to each attendee? Have print outs from entity's financial system been provided to prove attendees were paid? For backfill, has a clear delineation/cross reference been provided showing who was backfilling who?
- 4. Have the names on the sign-in sheets been cross-referenced with the names of the individuals for whom exercise reimbursement costs are being sought?

- 5. Has any expenditures occurred on supplies (e.g., copying paper, gloves, tape, etc) in support of the exercise? If so, receipts and proof of payment must be submitted. (E.g. canceled check, Electronic Funds Transfer (EFT) confirmation, or P-Card back up documentation to include receipt with vendor, copy of credit card statement showing expense charged, and payment to credit card company for that statement).
- 6. Has any expenditures occurred on rental of space/locations for exercises planning and conduct, exercise signs, badges, etc.? If so, receipts and proof of payment must be submitted. (E.g. canceled check, Electronic Funds Transfer (EFT) confirmation, or P-Card back up documentation to include receipt with vendor, copy of credit card statement showing expense charged, and payment to credit card company for that statement).

Travel/Conferences

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

Organization

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

Matching Funds

- 1. Contributions are from Non Federal funding sources.
- 2. Contributions are from cash or in-kind contributions which may include training investments.

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

For All Reimbursements - The Final Check

- 1. Have Forms 3, 4a, 4b and 4c been completed and included with each request for reimbursement?
- 2. Have the costs incurred been charged to the appropriate POETE category?
- 3. Does the total on Form 3 match the totals on Forms 4a, 4b and 4c?
- 4. Has Form 3 been signed by the Grant Manager?
- 5. Has the reimbursement package been entered into sub grantee's records/spreadsheet?
- 6. Have the quantity and unit cost been notated on Form 4b?



City of Miami

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

Master Report

Resolution R-12-0083

File ID #: 12-00098

Enactment Date: 3/8/12

Version: 2

Controlling Office of the City
Body: Clerk

Status: Passed

Title: A RESOLUTION OF THE MIAMI CITY COMMISSION, WITH ATTACHMENT(S), ESTABLISHING A NEW SPECIAL REVENUE PROJECT ENTITLED: "URBAN AREA SECURITY INITIATIVE ("UASI") GRANT PROGRAM FISCAL YEAR 2011", AND APPROPRIATING FUNDS FOR THE OPERATION OF SAME, IN THE AMOUNT OF \$9,356,839, CONSISTING OF A GRANT FROM THE UNITED STATES DEPARTMENT OF HOMELAND SECURITY, DIRECTLY TO THE STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT; AUTHORIZING THE CITY MANAGER TO ACCEPT SAID GRANT AWARD AND TO EXECUTE THE FEDERALLY-FUNDED SUBGRANT AGREEMENT, IN SUBSTANTIALLY THE ATTACHED FORM, AND ANY NECESSARY DOCUMENTS IN ORDER TO IMPLEMENT THE ACCEPTANCE OF SAID GRANT AWARD; AUTHORIZING THE CITY MANAGER TO EXTEND SAID UASI GRANT PROGRAM FISCAL YEAR 2011 AS NECESSARY AND TO EXECUTE ANY OTHER RELATED MODIFICATIONS, AMENDMENTS OR EXTENSIONS ON ALL MATTERS EXCEPT THOSE DEALING WITH FUNDING CHANGES; AUTHORIZING THE EXPENDITURE OF FUNDS TO VARIOUS GOVERNMENTAL AGENCIES DESIGNATED FOR HOMELAND SECURITY EXPENSE PURSUANT TO THE UASI GRANT GUIDELINES; FURTHER AUTHORIZING THE CITY MANAGER TO EXECUTE MEMORANDA OF AGREEMENTS, IN SUBSTANTIALLY THE ATTACHED FORM(S), WITH ITS CONTIGUOUS PARTNERS, AS STATED HEREIN, 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: 1/26/12

Name: Establish Revenue - UASI Grant Prgm. FY' 11

Requester: Department of
Fire-Rescue

Cost:

Final Action: 3/8/12

Notes:

Sections:

Indexes:

Attachments: 12-00098 Summary Form.pdf, 12-00098 Legislation.pdf, 12-00098 Exhibit 1.pdf

Action History

Ver.	Acting Body	Date	Action	Sent To	Due Date	Returned	Result
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1	Office of the City Attorney	2/9/12	Reviewed and Approved
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2	Office of the City Attorney	3/7/12	Reviewed and Approved
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2	City Commission	3/8/12	ADOPTED WITH MODIFICATIONS
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1

A motion was made by Wifredo (Willy) Gort, seconded by Michelle Spence-Jones, that this matter be ADOPTED WITH MODIFICATIONS. The motion carried by the following vote:

Aye: 4 - Wifredo (Willy) Gort, Marc David Sarnoff, Francis Suarez and Michelle Spence-Jones

Absent: 1 - Frank Carollo

2	Office of the Mayor	3/16/12	Signed by the Mayor	Office of the City Clerk
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2	Office of the City Clerk	3/16/12	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: 12-00098

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 2011", AND APPROPRIATING FUNDS FOR THE OPERATION OF SAME, IN THE AMOUNT OF \$9,356,839, CONSISTING OF A GRANT FROM THE UNITED STATES DEPARTMENT OF HOMELAND SECURITY, DIRECTLY TO THE STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT; AUTHORIZING THE CITY MANAGER TO ACCEPT SAID GRANT AWARD AND TO EXECUTE THE FEDERALLY-FUNDED SUBGRANT AGREEMENT, IN SUBSTANTIALLY THE ATTACHED FORM, AND ANY NECESSARY DOCUMENTS IN ORDER TO IMPLEMENT THE ACCEPTANCE OF SAID GRANT AWARD; AUTHORIZING THE CITY MANAGER TO EXTEND SAID UASI GRANT PROGRAM FISCAL YEAR 2011 AS NECESSARY AND TO EXECUTE ANY OTHER RELATED MODIFICATIONS, AMENDMENTS OR EXTENSIONS ON ALL MATTERS EXCEPT THOSE DEALING WITH FUNDING CHANGES; AUTHORIZING THE EXPENDITURE OF FUNDS TO VARIOUS GOVERNMENTAL AGENCIES DESIGNATED FOR HOMELAND SECURITY EXPENSE PURSUANT TO THE UASI GRANT GUIDELINES; FURTHER AUTHORIZING THE CITY MANAGER TO EXECUTE MEMORANDA OF AGREEMENTS, IN SUBSTANTIALLY THE ATTACHED FORM(S), WITH ITS CONTIGUOUS PARTNERS, AS STATED HEREIN, SETTING FORTH THE PARTIES' RESPONSIBILITIES IN CONNECTION WITH THE DEVELOPMENT AND SUPPORT OF THE UASI PROJECT ADMINISTERED BY THE CITY OF MIAMI DEPARTMENT OF FIRE-RESCUE, CONTINGENT UPON FUNDING OF SAID PROJECT BEING SECURED.

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

WHEREAS, the USDHS, through the State of Florida Division of Emergency Management ("FDEM"), has sub-granted an Urban Area Security Initiative ("UASI") Grant Project Fiscal Year 2011 to the City of Miami ("City") in the amount of \$9,356,839; and

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

WHEREAS, in accordance with the UASI Grant Program Fiscal Year 2011, the attached Memoranda of Agreements ("MOA's") with the City's contiguous partners will provide the necessary

guidelines to coordinate the UASI Grant Program Fiscal Year 2011 and will permit the City to reimburse its partners for their eligible expenditures that are compliant with said project;

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

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

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

FUND TITLE:	Urban Area Security Initiative Grant Program Fiscal Year 2011	\$9,356,839
RESOURCES:	Department of Homeland Security directly to the State of Florida Division of Emergency Management	
APPROPRIATIONS:		\$9,356,839

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

Section 4. The City Manger is authorized{1} to extend said UASI Grant Program Fiscal Year 2011 grant award as necessary and to execute any other related modifications, amendments or extensions on all matters except those dealing with funding changes, in connection with the development and support of the UASI projects administered by the City's Department of Fire-Rescue, as an UASI Sponsoring Agency, contingent upon the funding of the UASI projects being secured in the form of grants from the Federal Department through the FDEM.

Section 5. The City Manager is further authorized {1} to execute MOAs, in substantially attached form(s), with its contiguous partners: Broward County, Broward County Health Department, Broward County Sheriff's Office, City of Coral Gables, City of Coral Springs, City of Fort Lauderdale, City of Hialeah, City of Hollywood, City of Miami Beach, City of Miami Gardens, City of Miramar, City of Pembroke Pines, City of Sunrise, Florida Department of Law Enforcement, Miami-Dade County, Monroe County, Palm Beach County, Palm Beach County Sheriff's Office, and Village of Key Biscayne, for the purpose of setting forth the parties' responsibilities in connection with the development and support of the UASI Grant Program Fiscal Year 2011 administered by the City's Department of Fire-Rescue, an UASI sponsoring agency, contingent upon funding of said project being secured.

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

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.

FUND TITLE:

**Urban Area Security Initiative (UASI)
Grant Program FY 2011**

RESOURCES:

Department of Homeland Security (DHS)
directly to the State of Florida Division
of Emergency Management (FDEM)

\$9,356,839.00

APPROPRIATIONS:

\$9,356,839.00