

CITY OF CORAL GABLES, FLORIDA

RESOLUTION NO. 2010-28

RESOLUTION ACCEPTING THE 2008 URBAN AREAS SECURITY INITIATIVE (UASI) SUB AWARD AGREEMENT BETWEEN MIAMI-DADE COUNTY AND THE CITY OF CORAL GABLES.

WHEREAS, the Sub Award Agreement is entered with Miami-Dade County and the City of Coral Gables for the purpose of carrying out Fiscal Year 2008 Urban Areas Security Initiatives program projects; and

WHEREAS, the City of Coral Gables is an established jurisdiction that is included in the 2008 UASI spending plan; and

WHEREAS, the Miami-Dade County Board of Commissioners has authorized the County to enter into Sub Award agreements for receiving Homeland Security Grants; and

WHEREAS, the Agreement will provide funding to execute homeland securities projects that have been approved and included in the 2008 UASI spending plan; and

WHEREAS, this resolution will support entering into the Fiscal Year 2008 Urban Areas Security Initiative by the local governing body;

NOW, THEREFORE, BE IT RESOLVED BY THE COMMISSION OF THE CITY OF CORAL GABLES:

SECTION 1. The foregoing "Whereas" clauses are hereby ratified and confirmed as being true and correct and are hereby made a specific part of this resolution upon adoption hereof.

SECTION 2. That the City Commission does hereby support the Coral Gables Fire and Police Departments in their acceptance of the Fiscal Year 2008 UASI Sub Award Agreement with Miami-Dade County; and that said award will provide two hundred and fourteen thousand one hundred and fifty-five dollars (\$214,155.00), for completion of Homeland Security and projects.

SECTION 3. That the City Commission further authorizes the amendments to the agreement between the City of Coral Gables and Miami-Dade County, specifically, the projects list provided as part of the UASI Award.

SECTION 4. That this resolution shall become effective upon the date of its passage and adoption herein.

PASSED AND ADOPTED THIS TENTH DAY OF FEBRUARY, A.D., 2010.
(Moved: Kerdyk / Seconded: Anderson)
(Yea: Kerdyk, Withers, Anderson, Cabrera, Slesnick)
(Unanimous: 5-0 Vote)
(Agenda Item: C-9)

APPROVED:



DONALD D. SLESNICK II
MAYOR

ATTEST:



WALTER J. FOEMAN
CITY CLERK

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:



ELIZABETH M. HERNANDEZ
CITY ATTORNEY

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

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

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

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

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

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

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

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

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

(1) SPENDING PLAN AND SCOPE OF WORK

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

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

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

(3) PERIOD OF AGREEMENT

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

(4) FUNDING/CONSIDERATION

(a) This is a cost-reimbursement Agreement. The City shall be reimbursed for costs incurred in the satisfactory performance of the Spending Plan and the Scope of Work in an amount not to exceed \$214,155.00 subject to the availability of funds from the State of Florida Contract, Attachment B, and the City of Miami Memorandum of Agreement, Attachment C.

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

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

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

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

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

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

(5) REPORTS

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

(6) AUDITS AND RECORDS

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

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

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

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

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

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

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

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

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

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

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

(7) MONITORING

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

(8) CONFLICTS WITH APPLICABLE LAW

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

(9) MODIFICATIONS

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

(10) ASSURANCES

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

(11) ATTACHMENTS

This Agreement has the following attachments:

Attachment A— Spending Plan and Scope of Work

Attachment B— State of Florida contract with the City of Miami

Attachment C—City of Miami Memorandum of Agreement with Miami-Dade County

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

(12) AUTHORIZATION

Sub-Awardee Contract Mgr.

County Contract Mgr.

Allie Bivin

Sub-Awardee

Miami-Dade County

By: _____ Date: _____

By: _____ Date: _____

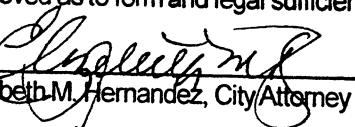
Name: _____

Name: Alina T. Hudak

Title: _____

Title: Assistant County Manager

Approved as to form and legal sufficiency:


Elizabeth M. Hernandez, City Attorney

ATTACHMENT A

Spending Plan and Scope of Work

I. Spending Plan

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

City of Coral Gables

2008-090	Temporary Shelter for Emergency Operations Center	\$ 36,000		Coral Gables	19SS-00-SHEL
2008-091	Miami Microwave Interoperability Solution	\$ 66,755		Coral Gables	06CP-03-MWAV
2008-093	Technical Rescue Training	\$ 111,400		Coral Gables	21GN-00-TRNG

II. Scope of Work

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

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

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