

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 sixty (60) calendar days after the agreement is either completed or the agreement has expired.

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) 488-3133 Michael.Day@em.myflorida.com	Felicia Pinnock FDEM 2555 Shumard Oak Blvd. Tallahassee, FL 32399-2100 (850) 410-3457 Felicia.Pinnock@em.myflorida.com

L. Contractual Responsibilities

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

ATTACHMENT C

DELIVERABLES AND PERFORMANCE

Urban Area Security Initiative (UASI): The UASI program supports the implementation of risk driven, capabilities-based planning, organization, equipment, training, and exercise needs of high-threat and high-density Urban Areas based on the capability targets set in Urban Area, State, and regional Threat and Hazard Identification and Risk Assessments (THIRAs). The capability levels are assessed in the State Preparedness Report (SPR) and inform planning, organization, equipment, training, and exercise needs to prevent, protect against, mitigate, respond to, and recover from acts of terrorism and other catastrophic events.

Planning Deliverable: Subject to the funding limitations of this Agreement, the Division shall reimburse the Sub-recipient for the actual cost of successfully completing Planning activities consistent with the guidelines contained in the Comprehensive Planning Guide CPG 101 v.2. For additional information, please see http://www.fema.gov/pdf/about/divisions/npd/CPG_101_V2.pdf or grant guidance (Notice of Funding Opportunity). For the purposes of this Agreement, any planning activity such as those associated with the Threat and Hazard identification and Risk Analysis (THIRA), State Preparedness Report (SPR), and other planning activities that support the National Preparedness Goal (NPG) and place an emphasis on updating and maintaining a current Emergency Operations Plan (EOP) are eligible. The Sub-recipient can successfully complete a planning activity either by creating or updating such plan(s).

Organization Deliverable: Subject to the funding limitations of this Agreement, the Division shall reimburse the Sub-recipient for the actual eligible costs for Personnel, Intelligence Analysts, Overtime and Operational Overtime.

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

Training Deliverable: Subject to the funding limitations of this Agreement, the Division shall reimburse the Sub-recipient for the actual cost of successfully completing a training course listed on the Department of Homeland Security (DHS) approved course catalog. For non-DHS approved courses the sub-recipient shall obtain advance FDEM approval using the Non-TED form by contacting their grant manager. The DHS course catalog is available online at: <http://training.fema.gov/>. For the purposes of this Agreement, any training course listed on the DHS approved course catalog qualifies as an authorized course. The Sub-recipient can successfully complete an authorized course either by attending or conducting that course.

Equipment Deliverable: Subject to the funding limitations of this Agreement, the Division shall reimburse the Sub-recipient for the actual cost of purchasing an item identified in the approved project funding template and budget of this agreement and listed on the DHS Authorized Equipment List (AEL). For the purposes of this Agreement, any item listed on the AEL qualifies as an authorized item. The 21 allowable prevention, protection, mitigation, response, and recovery equipment categories and equipment standards for HSGP are listed on the web-based version of the Authorized Equipment List (AEL) on the Lessons Learned Information System at <http://beta.fema.gov/authorized-equipment-list>. In addition, agencies will be responsible for obtaining and maintaining all necessary certifications and licenses for the requested equipment.

Costs for allowable items will be reimbursed if incurred and completed within the period of performance, in accordance with the Scope of Work, Attachment B of this agreement.

ATTACHMENT D

PROGRAM STATUTES AND REGULATIONS

- 1) Age Discrimination Act of 1975 42 U.S.C. § 6101 *et seq.*
- 2) Americans with Disabilities Act of 1990 42 U.S.C. § 12101-12213
- 3) Chapter 473, Florida Statutes
- 4) Chapter 215, Florida Statutes
- 5) Chapter 252, Florida Statutes
- 6) Title VI of the Civil Rights Act of 1964 42 U.S.C. § 2000 *et seq.*
- 7) Title VIII of the Civil Rights Acts of 1968 42 U.S.C. § 3601 *et seq.*
- 8) Copyright notice 17 U.S.C. §§ 401 or 402
- 9) Assurances, Administrative Requirements and Cost Principles 2 C.F.R. Part 200
- 10) Debarment and Suspension Executive Orders 12549 and 12689
- 11) Drug Free Workplace Act of 1988 41 U.S.C. § 701 *et seq.*
- 12) Duplication of Benefits 2 C.F.R. Part 200, Subpart E
- 13) Energy Policy and Conservation Act 42 U.S.C. § 6201
- 14) False Claims Act and Program Fraud Civil Remedies 31 U.S.C. § 3729 also 38 U.S.C. § 3801-3812

- 15) Fly America Act of 1974 49 U.S.C. § 41102 also 49 U.S.C. § 40118
- 16) Hotel and Motel Fire Safety Act of 1990 15 U.S.C. § 2225a
- 17) Lobbying Prohibitions 31 U.S.C. § 1352
- 18) Patents and Intellectual Property Rights 35 U.S.C. § 200 *et seq.*
- 19) Procurement of Recovered Materials section 6002 of Solid Waste Disposal Act
- 20) Terrorist Financing Executive Order 13224
- 21) Title IX of the Education Amendments of 1972 (Equal Opportunity in Education Act) 20 U.S.C. § 1681 *et seq.*
- 22) Trafficking Victims Protection Act of 2000 22 U.S.C. § 7104
- 23) Rehabilitation Act of 1973 Section 504, 29 U.S.C. § 794
- 24) USA Patriot Act of 2001 18 U.S.C. § 175-172c
- 25) Whistleblower Protection Act 10 U.S.C. § 2409, 41 U.S.C. 4712, and 10 U.S.C. § 2324, 41 U.S.C. § § 4304 and 4310
- 26) 53 Federal Register 8034
- 27) Rule Chapters 27P-6, 27P-11, and 27P-19, Florida Administrative Code

ATTACHMENT E

JUSTIFICATION OF ADVANCE PAYMENT

SUB-RECIPIENT:

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

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

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

ESTIMATED EXPENSES

BUDGET CATEGORY/LINE ITEMS (list applicable line items)	20__-20__ Anticipated Expenditures for First Three Months (90 days) of Funding 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 Funding Agreement term. Supporting 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 Funding Agreement term. Any advance funds not expended within the first ninety (90) days of the contract term shall be returned to the Division Cashier, 2555 Shumard Oak Boulevard, Tallahassee, Florida 32399, within thirty (30) days of receipt, along with any interest earned on the advance)

ATTACHMENT F

WARRANTIES AND REPRESENTATIONS

Financial Management

The Sub-Recipient's financial management system must comply with 2 C.F.R. §200.302.

Procurements

Any procurement undertaken with funds authorized by this Agreement must comply with the requirements of 2 C.F.R. §200, Part D—Post Federal Award Requirements—Procurement Standards (2 C.F.R. §§200.317 through 200.326).

Codes of conduct.

The Sub-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 Sub-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 Sub-recipient.

Business Hours

The Sub-recipient shall have its offices open for business, with the entrance door open to the public, and at least one employee on site, from Mon-Fri 8:00am-5:00pm

Licensing and Permitting

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

ATTACHMENT G

Certification Regarding
Debarment, Suspension, Ineligibility
And Voluntary Exclusion

Subcontractor Covered Transactions

- (1) The prospective subcontractor of the Sub-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 Sub-recipient's subcontractor is unable to certify to the above statement, the prospective subcontractor shall attach an explanation to this form.

SUBCONTRACTOR:

By: _____
Signature

Sub-recipient's Name

Name and Title

FDEM Contract Number

Street Address

Project Number

City, State, Zip

Date

ATTACHMENT H

STATEMENT OF ASSURANCES

All of the instructions, guidance, limitations, and other conditions set forth in the Notice of Funding Opportunity (NOFO) for this program are incorporated here by reference in the terms and conditions of your award. All sub-recipients must comply with any such requirements set forth in the program NOFO.

All sub-recipients who receive awards made under programs that prohibit supplanting by law must ensure that Federal funds do not replace (supplant) funds that have been budgeted for the same purpose through non-Federal sources.

All sub-recipients must acknowledge their use of federal funding when issuing statements, press releases, requests for proposals, bid invitations, and other documents describing projects or programs funded in whole or in part with Federal funds.

Any cost allocable to a particular Federal award provided for in 2 C.F.R. Part 200, Subpart E may not be charged to other Federal awards to overcome fund deficiencies, to avoid restrictions imposed by Federal statutes, regulations, or terms and conditions of the Federal awards, or for other reasons. However, this prohibition would not preclude a sub-recipient from shifting costs that are allowable under two or more Federal awards in accordance with existing Federal statutes, regulations, or the terms and conditions of the Federal award.

Sub-recipients are required to comply with the requirements set forth in the government-wide Award Term regarding the System for Award Management and Universal Identifier Requirements located at 2 C.F.R. Part 25, Appendix A, the full text of which incorporated here by reference in the terms and conditions of your award.

All sub-recipients must acknowledge and agree to comply with applicable provisions governing DHS access to records, accounts, information, facilities, and staff.

1. Sub-recipient must cooperate with any compliance review or compliant investigation conducted by the State Administrative Agency or DHS.
2. Sub-recipient will give the State Administrative Agency, DHS or through any authorized representative, access to and the right to examine and copy records, accounts, and books, papers, or documents related to the grant.
3. Sub-recipient must submit timely, complete, and accurate reports to the FDEM and maintain appropriate backup documentation to support reports. Sub-recipients should also comply with all other special reporting, data collection and evaluation requirements, as prescribes by law or detailed in program guidance.
4. If, during the past three years, the sub-recipient has been accused of discrimination on the grounds of race, color, national origin (including limited English proficiency), sex, age, disability, religion, or familial status, the sub-recipient must provide a list of all such proceedings, pending or completed, including outcome and copies of settlement agreements to FDEM for forwarding to the DHS awarding office and the DHS Component.
5. 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 sub-recipient of funds, the sub-recipient will forward a copy of the finding to the Office for Civil Rights, Office of Justice Programs.

6. Sub-recipient will acknowledge their use of federal funding when issuing statements, press releases, and requests for proposals, bid invitations, and other documents describing projects or programs funded in whole or in part with Federal funds.
 7. Sub-recipient 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.
 8. Sub-recipient who receives awards made under programs that provide emergency communications equipment and its related activities must comply with SAFECOM Guidance for Emergency Communications Grants, including provisions on technical standards that ensure and enhance interoperable communications.
 9. Sub-recipient will ensure that the facilities under its ownership, lease or supervision which shall be utilized in the accomplishment of the project are not listed on the Environmental Protection Agency's (EPA) list of Violating Facilities and that it will notify the Federal grantor agency of the receipt of any communication from the Director of the EPA Office of Federal Activities indicating that a facility to be used in the project is under consideration for listing by the EPA.
 10. When original or replacement equipment acquired under this award by the sub-recipient is no longer needed for the original project or program or for other activities currently or previously supported by DHS/FEMA, you must request instructions from FDEM to make proper disposition of the equipment pursuant to 2 C.F.R. Section 200.313.
-

ATTACHMENT I
REIMBURSEMENT CHECKLIST

PLANNING

- 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? (Note - If a meeting was held by sub-recipient or contractor/consultant of sub-recipient, an agenda and sign-up sheet with meeting date must be included).
- 4. Has the invoice from consultant/contractor been included? (Note - grant agreement must be referenced on the invoice.)

- 5. Has proof of payment been included?
 - _____ Canceled check
 - _____ Electronic Funds Transfer (EFT) Confirmation
 - _____ Credit Card Statement & payment to credit card company for that statement
- 6. Has Attachment G (found within Agreement with FDEM) been completed for this contractor/consultant and included in the reimbursement package?
- 7. Has proof of purchase methodology been included? *Please see Form 5 of Reporting Forms or Purchasing Basics Attachment if further clarity is needed.*
 - _____ Sole Source (approved by FDEM for purchases exceeding \$25,000)
 - _____ State Contract (page showing contract #, price list)
 - _____ Competitive bid results (e.g. Quotewire, bid tabulation page)

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

TRAINING

- 1. Is the course DHS approved?
- 2. Is there a course or catalog number? If not, has FDEM approved the non-DHS training?
- 3. Have Sign-In Sheets, Rosters and Agenda been provided?

4. If billing for overtime and/or backfill, has documentation been provided that lists attendee names, department, # of hours spent at training, hourly rate and total amount paid to each attendee?
 _____ Have documentation 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?
5. 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?
6. Has any expenditures occurred in support of the training such as 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.
 _____ Canceled check
 _____ Electronic Funds Transfer (EFT) Confirmation
 _____ Credit Card Statement & payment to credit card company for that statement
7. Has proof of purchase methodology been included? *Please see Form 5 of Reporting Forms or Purchasing Basics Attachment if further clarity is needed.*
 _____ Sole Source (approved by FDEM for purchases exceeding \$25,000)
 _____ State Contract (page showing contract #, price list)
 _____ Competitive bid results (e.g. Quotewire, bid tabulation page)

EXERCISE

1. Has documentation been provided on the purpose/objectives of the exercise?
 _____ Situation Manual
 _____ Exercise Plan
2. If exercise has been conducted are the following included:
 _____ After-action report
 _____ Sign-in sheets
 _____ Agenda
 _____ Rosters
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 documentation 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. Have 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 included.
- _____ Canceled check
 _____ Electronic Funds Transfer (EFT) Confirmation
 _____ Credit Card Statement & 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 included.
- _____ Canceled check
 _____ Electronic Funds Transfer (EFT) Confirmation
 _____ Credit Card Statement & payment to credit card company for that statement
-
7. Has proof of purchase methodology been included? *Please see Form 5 of Reporting Forms or Purchasing Basics Attachment if further clarity is needed.*
- _____ Sole Source (approved by FDEM for purchases exceeding \$25,000)
 _____ State Contract (page showing contract #, price list)
 _____ Competitive bid results (e.g. Quotewire, bid tabulation page)

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?
- _____ Canceled check
 _____ Electronic Funds Transfer (EFT) Confirmation
 _____ Credit Card Statement & payment to credit card company for that statement
5. If EHP form needed, has a copy of the approval DHS been included?
6. Has proof of purchase methodology been included? *Please see Form 5 of Reporting Forms or Purchasing Basics Attachment if further clarity is needed.*

- _____ Sole Source (approved by FDEM for purchases exceeding \$25,000)
- _____ State Contract (page showing contract #, price list)
- _____ Competitive bid results (e.g. Quotewire, bid tabulation page)

TRAVEL/CONFERENCES

- 1. Have all receipts been turned in, itemized and do the dates on the receipts match travel dates?
 - _____ Airplane receipts
 - _____ Proof of mileage (Google or Yahoo map printout or mileage log)
 - _____ Toll and/or Parking receipts
 - _____ Hotel receipts (is there a zero balance?)
 - _____ Car rental receipts
 - _____ Registration fee receipts
 - _____ Note: Make sure that meals paid for by conference are not included in per diem amount

- 2. If travel is a conference has the conference agenda been included?

- 3. Has proof of payment to traveler been included?
 - _____ Canceled check
 - _____ Electronic Funds Transfer (EFT) Confirmation
 - _____ Credit Card Statement & payment to credit card company for that statement
 - _____ Copy of paycheck if reimbursed through payroll

MATCHING FUNDS

- 1. Contributions are from Non Federal funding sources identified?

- 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.

SALARY POSITIONS

- 1. Has a **signed** timesheet by employee and supervisor included?

- 2. Has proof for time worked by the employee been included? Is time period summary included?
 - _____ Statement of Earnings
 - _____ Copy of Payroll Check
 - _____ Payroll Register

- _____ For fusion center analysts, have the certification documents been provided to the SAA to demonstrate compliance with training and experience standards?

ORGANIZATION

- 1. 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 documentation 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?

FOR ALL REIMBURSEMENTS - THE FINAL CHECK

- 1. Have all relevant forms been completed and included with each request for reimbursement?
- 2. Have the costs incurred been charged to the appropriate POETE category?
- 3. Does the total on all Forms submitted match?
- 4. Has Reimbursement Form been signed by the Grant Manager and Financial Officer?
- 5. Has the reimbursement package been entered into sub-sub-recipients records/spreadsheet?
- 6. Have the quantity and unit cost been notated on Reimbursement Budget Breakdown?
- 7. If this purchase was made via Sole Source, have you included the approved Sole Source documentation and justification?
- 8. Do all of your vendors have a current W-9 (Tax Payer Identification) on file?

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

ATTACHMENT J

MONITORING GUIDELINES

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 Homeland Security Grant Program (HSGP) grant guidance and statutory regulations. The monitoring process is designed to assess a sub-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 sub-recipient agencies by Division representatives who examines records, procedures and equipment.

Frequency of annual monitoring activity:

Each year the FDEM will conduct monitoring based on a "Risk Assessment". The risk assessment tool is used to help in determining the priority of sub-recipients that should be reviewed and the level of monitoring that should be performed. It is important to note that although a given grant may be closed, it is still subject to either desk or on-site monitoring for a five (5) 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 of 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. Sub-recipients will be required to participate in desk top monitoring as determined by FDEM. This contact will provide an opportunity to identify the need for technical assistance (TA) and/or a site visit if FDEM determines that a sub-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 sub-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 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 FDEM or designated personnel. On-site Monitoring visits will be scheduled in advance with the sub-recipient agency POC designated in the grant agreement.

FDEM will also conduct coordinated financial and grant file monitoring. 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.

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/ programmatic on-site monitoring checklist to assist in the completion of all required tasks.

Site Visit Preparation

A letter will be sent to the sub-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. All objectives of the site visit will be explained during this time.

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 selected for review 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 sub-recipient agency requirements. The serial number should correspond with the appropriate receipt to confirm purchase. Photographs should be taken of the equipment (large capital expenditures in excess of \$1,000. per item).

If an item is not available (being used during time of the site visit), the appropriate documentation must be provided to account for that particular piece of equipment.

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

Within thirty (30) calendar days of the site visit, a post monitoring letter 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 post monitoring letter to that effect will be generated and sent to the sub-recipient. The sub-recipient will submit a Corrective Action Plan within a timeframe as determined by FDEM. Noncompliance on behalf of sub-grantees is resolved by management under the terms of the Sub-Grant Agreement.

The On-Site Monitoring report and all back up documentation will then be included in the sub-recipient's file.

ATTACHMENT K

EHP GUIDELINES

ENVIRONMENTAL PLANNING & HISTORIC PRESERVATION (EHP) COMPLIANCE GUIDELINES

The following types of projects are to be submitted to FEMA for compliance review under Federal environmental planning and historic preservation (EHP) laws and requirements prior to initiation of the project:

- New Construction, Installation and Renovation, including but not limited to:
 - Emergency Operation Centers
 - Security Guard facilities
 - Equipment buildings (such as those accompanying communication towers)
 - Waterside Structures (such as dock houses, piers, etc.)
- Placing a repeater and/or other equipment on an existing tower
- Renovation of and modification 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.

EHP DETERMINATION PROCESS

- I. Submit the Final Screening Memo to the SAA for review prior to funds being expended.
- II. The SAA will review and notify the sub-recipient of its decision. The grantee should incorporate sufficient time and resources into the project planning process to accommodate EHP requirements.

APPROVAL PROCESS TO FEMA

- I. Prepare a formal written Scope of Work with details outlined in the attached EHP Compliance Requirements, page 2.
- II. The Final Screening Memo should be attached to all project information sent to the Grant Programs Directorate (GPD) for an EHP regulatory compliance review.
- III. Complete the attached National Environmental Policy Act (NEPA) Compliance checklist
- IV. Prepare maps indicating the location(s) of proposed project (Guidance provided)
- V. Take photographs of the location(s) of proposed project (Guidance provided)
- VI. Forward all documents to the SAA. All documents are then forwarded to GPD electronically via the Centralized Scheduling and Information Desk (CSID) at askcsid@dhs.gov.
- VII. CSID will send an email confirming receipt of the project description.
- VIII. FEMA Program Analyst sends notification to SAA when review is complete. SAA notifies sub-recipient of FEMA's final decision.
- IX. THE PROJECT MAY BEGIN ONCE FINAL FEMA APPROVAL IS RECEIVED. Grantee should incorporate sufficient time and resources into the project planning process to accommodate EHP requirements. Grantees must receive written approval from FEMA prior to the use of grant funds for project implementation.

ATTACHMENT L MANDATORY CONTRACT PROVISIONS

Any contract or subcontract funded by this Agreement must contain the applicable provisions outlined in Appendix II to 2 C.F.R. Part 200. It is the responsibility of the sub-recipient to include the required provisions. The Division provides the following list of sample provisions that may be required:

OMB Guidance

Pt. 200, App. II

(D) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (49 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or sub-recipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

(E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or

materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

(F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

(G) Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

(H) Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. §201).

(I) Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide Excluded Parties List System in the System for Award Management (SAM). In accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR Part 1066 Comp., p. 189) and 12689 (3 CFR Part 1089 Comp., p. 225), "Debarment and Suspension." The Excluded Parties List System in SAM contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

(J) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award of \$100,000 or more must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any

other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

(K) See §200.322 Procurement of recovered materials.

APPENDIX III TO PART 200—INDIRECT (F&A) COSTS IDENTIFICATION AND ASSIGNMENT, AND RATE DETERMINATION FOR INSTITUTIONS OF HIGHER EDUCATION (IHEs)

A. GENERAL

This appendix provides criteria for identifying and computing indirect (or indirect (F&A) rates at IHEs (institutions). Indirect (F&A) costs are those that are incurred for common or joint objectives and therefore cannot be identified readily and specifically with a particular sponsored project, an instructional activity, or any other institutional activity. See subsection B.1, Definition of Facilities and Administration, for a discussion of the components of indirect (F&A) costs.

1. Major Functions of an Institution

Refers to instruction, organized research, other sponsored activities and other institutional activities as defined in this section:

a. *Instruction* means the teaching and training activities of an institution. Except for research training as provided in subsection b, this term includes all teaching and training activities, whether they are offered for credits toward a degree or certificate or on a non-credit basis, and whether they are offered through regular academic departments or separate divisions, such as a summer school division or an extension division. Also considered part of this major function are departmental research, and, where agreed to, university research.

(1) *Sponsored instruction and training* means specific instructional or training activity established by grant, contract, or cooperative agreement. For purposes of the cost principles, this activity may be considered a major function even though an institution's accounting treatment may include it in the instruction function.

(2) *Departmental research* means research, development and scholarly activities that are not organized research and, consequently, are not separately budgeted and accounted for. Departmental research, for purposes of this document, is not considered as a major function, but as a part of the instruction function of the institution.

b. *Organized research* means all research and development activities of an institution that are separately budgeted and accounted for. It includes:

(1) *Sponsored research* means all research and development activities that are sponsored by Federal and non-Federal agencies and organizations. This term includes activities involving the training of individuals in research techniques (commonly called research training) where such activities utilize the same facilities as other research and development activities and where such activities are not included in the instruction function.

(2) *University research* means all research and development activities that are separately budgeted and accounted for by the institution under an internal application of institutional funds. University research, for purposes of this document, must be combined with sponsored research under the function of organized research.

c. *Other sponsored activities* means programs and projects financed by Federal and non-Federal agencies and organizations which involve the performance of work other than instruction and organized research. Examples of such programs and projects are health service projects and community service programs. However, when any of these activities are undertaken by the institution without outside support, they may be classified as other institutional activities.

d. *Other institutional activities* means all activities of an institution except for instruction, departmental research, organized research, and other sponsored activities, as defined in this section; indirect (F&A) cost activities identified in this Appendix paragraph B. Identification and assignment of indirect (F&A) costs; and specialized services facilities described in §200.468 Specialized service facilities of this Part.

Examples of other institutional activities include operation of residence halls, dining halls, hospitals and clinics, student unions, intercollegiate athletics, bookstores, faculty housing, student apartments, guest houses, chapels, theaters, public museums, and other similar auxiliary enterprises. This definition also includes any other categories of activities, costs of which are "unallowable" to Federal awards, unless otherwise indicated in an award.

2. Criteria for Distribution

a. *Base period.* A base period for distribution of indirect (F&A) costs is the period during which the costs are incurred. The base period normally should coincide with the fiscal year established by the institution, but in any event the base period should be so selected as to avoid inequities in the distribution of costs.

b. *Need for cost groupings.* The overall objective of the indirect (F&A) cost allocation process is to distribute the indirect (F&A) costs described in Section B, Identification and assignment of indirect (F&A) costs, to



AGENDA ITEM SUMMARY FORM

File ID: #1110

Date: 10/11/2016

Requesting Department: Department of Fire-Rescue

Commission Meeting Date: 10/27/2016

District Impacted: All

Type: Resolution

Subject: Grant - Urban Area Security Initiative

Purpose of Item:

Resolution to establish a Special Revenue Project entitled: "The Urban Area Security Initiative ("UASI") Grant Program FY 2016; appropriating funds in the amount of \$5,158,500.00 received from the U.S. Department of Homeland Security, passed directly through the State of Florida Division of Emergency Management and authorizing the City Manager to execute Memoranda of Agreements ("MOA's") with contiguous partners, setting forth their responsibilities in connection with the support of the UASI Project administered by the City of Miami Department of Fire-Rescue.

Background of Item:

The United States Department of Homeland Security, through the State of Florida Division of Emergency Management (DEM), has sub-granted the Urban Area Security Initiative ("UASI") Grant Program FY 2016 to the City of Miami and its contiguous partners in the amount of \$5,158,500.00. This program targets homeland security funding to "high threat" urban areas in order to prevent, respond, and recover from threats or acts of terrorism and other disasters of natural or man-made origin.

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

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

In addition, the City Commission authorizes the City Manager to execute Memoranda of Agreements ("MOA's") with contiguous partners, Broward County, Broward County Sheriff's Office, the City of Coral Gables, the City of Coral Springs, the City of Fort Lauderdale, the City of Hialeah, the City of Hollywood, the City of Miami Beach, the City of Miami Gardens, the City of Miramar, the City of Pembroke Pines, the City of Sunrise, Miami-Dade County, Monroe County, Palm Beach County, Palm Beach County Sheriff's Office, and the Village of Key Biscayne, setting forth the parties' responsibilities in connection with the development and support of the UASI Program FY 2016 which is administered by the City of Miami Department of Fire-Rescue.

Budget Impact Analysis

Item is Related to Revenue
Item is an Expenditure

Total Fiscal Impact:

\$5,158,500.00

Special Revenue Acct. No.:11100.189000.431000.0000.00000

Reviewed By

Department of Fire-Rescue	Arturo Gomez	Fire Department Review	Completed	10/12/2016
Department of Fire-Rescue	Joseph Zahralban	Department Head Review	Completed	10/13/2016
Office of Management and Budget	Pedro Lacret	Budget Analyst Review	Completed	10/17/2016
Office of Management and Budget	Christopher Rose	Budget Review	Completed	10/17/2016
		Legislative Division Review	Completed	10/18/2016
City Manager's Office	Daniel Alfonso	City Manager Review	Completed	10/18/2016
Office of the City Attorney	Barnaby Min	Deputy City Attorney Review	Completed	10/18/2016
Office of the City Attorney	Victoria Méndez	Approved as to Form and Correctness	Completed	10/18/2016



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Miami
FL

Resolution
R-16-0522

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 2016", AND APPROPRIATING FUNDS FOR THE OPERATION OF SAME, IN THE AMOUNT OF \$5,158,500.00, CONSISTING OF A GRANT FROM THE UNITED STATES DEPARTMENT OF HOMELAND SECURITY ("USDHS"), DIRECTLY TO THE STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT ("FDEM"); 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 A FORM ACCEPTABLE TO THE CITY ATTORNEY, IN ORDER TO IMPLEMENT THE ACCEPTANCE OF SAID GRANT AWARD; AUTHORIZING THE CITY MANAGER TO EXTEND SAID UASI GRANT PROGRAM (FISCAL YEAR 2016) AS NECESSARY AND TO EXECUTE ANY OTHER RELATED MODIFICATIONS, AMENDMENTS OR EXTENSIONS, IN A FORM ACCEPTABLE TO THE CITY ATTORNEY, 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 AGREEMENT(S), IN SUBSTANTIALLY THE ATTACHED FORM(S), WITH ITS CONTIGUOUS PARTNERS SETTING FORTH THE PARTIES' RESPONSIBILITIES IN CONNECTION WITH THE DEVELOPMENT AND SUPPORT OF THE UASI PROJECT ADMINISTERED BY THE CITY OF MIAMI DEPARTMENT OF FIRE-RESCUE, CONTINGENT UPON FUNDING OF SAID PROJECT BEING SECURED.

Information

Department: Department of Fire-Rescue **Sponsors:**
Category: Contract

Attachments

Agenda Summary and Legislation
1110 Exhibit - Grant Agreement
1110 Exhibit - Memorandum of Agreement
1110 Back-Up Document

Financial Impact

\$5,158,500.00 Special Revenue Acct. No.:11100.189000.431000.0000.00000

Body/Legislation

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

WHEREAS, the USDHS, through the State of Florida Division of Emergency Management ("FDEM"), has sub-granted an Urban Area Security Initiative ("UASI") Grant Program Fiscal Year ("FY") 2016 to the City of Miami ("City") in the amount of \$5,158,500.00; and

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

WHEREAS, in accordance with the UASI Grant Program FY 2016, the attached Memoranda of Agreements ("MOAs") with the City's contiguous partners, Broward County, Broward County Sheriff's Office, the City of Coral Gables, the City of Coral Springs, the City of Fort Lauderdale, the City of Hialeah, the City of Hollywood, the City of Miami Beach, the City of Miami Gardens, the City of Miramar, the City of Pembroke Pines, the City of Sunrise, Miami-Dade County, Monroe County, Palm Beach County, Palm Beach County Sheriff's Office, and the Village of Key Biscayne, will provide the necessary guidelines to coordinate the UASI Grant Program FY 2016 and will permit the City to reimburse its partners for their eligible expenditures that are compliant with said Project,

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

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

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

FUND TITLE: Urban Area Security Initiative (UASI)
Grant Program Fiscal Year 2016

RESOURCES: Department of Homeland Security (DHS) \$5,158,500.00
directly to the State Of Florida Division
of Emergency Management (FDEM)

APPROPRIATIONS:
\$5,158,500.00

Section 3. The City Manager is authorized¹ to accept said grant award and to execute the federally-funded subgrant agreement, in substantially the attached form, and any necessary documents, in a form acceptable to the City Attorney, in order to implement the acceptance of said grant award.

Section 4. The City Manager is further authorized¹ to extend said UASI Grant Program FY 2016 grant awards as necessary and to execute any other related modifications, amendments or extensions, in a form acceptable to the City Attorney, 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 authorized^[1] to execute MOAs, in substantially attached form(s), with its contiguous partners, Broward County, Broward County Sheriff's Office, the City of Coral Gables, the City of Coral Springs, the City of Fort Lauderdale, the City of Hialeah, the City of Hollywood, the City of Miami Beach, the City of Miami Gardens, the City of Miramar, the City of Pembroke Pines, the City of Sunrise, Miami-Dade County, Monroe County, Palm Beach County, Palm Beach County Sheriff's Office, and the Village of Key Biscayne, for the purpose of setting forth the parties' responsibilities in connection with the development and support of the UASI Grant Program FY 2016 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]

[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 (10) 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.

Select Language 

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City of Miami
Legislation
Resolution

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

File Number: 1110

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 2016", AND APPROPRIATING FUNDS FOR THE OPERATION OF SAME, IN THE AMOUNT OF \$5,158,500.00, CONSISTING OF A GRANT FROM THE UNITED STATES DEPARTMENT OF HOMELAND SECURITY ("USDHS"), DIRECTLY TO THE STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT ("FDEM"); 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 A FORM ACCEPTABLE TO THE CITY ATTORNEY, IN ORDER TO IMPLEMENT THE ACCEPTANCE OF SAID GRANT AWARD; AUTHORIZING THE CITY MANAGER TO EXTEND SAID UASI GRANT PROGRAM (FISCAL YEAR 2016) AS NECESSARY AND TO EXECUTE ANY OTHER RELATED MODIFICATIONS, AMENDMENTS OR EXTENSIONS, IN A FORM ACCEPTABLE TO THE CITY ATTORNEY, 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 AGREEMENT(S), IN SUBSTANTIALLY THE ATTACHED FORM(S), WITH ITS CONTIGUOUS PARTNERS SETTING FORTH THE PARTIES' RESPONSIBILITIES IN CONNECTION WITH THE DEVELOPMENT AND SUPPORT OF THE UASI PROJECT ADMINISTERED BY THE CITY OF MIAMI DEPARTMENT OF FIRE-RESCUE, CONTINGENT UPON FUNDING OF SAID PROJECT BEING SECURED.

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

WHEREAS, the USDHS, through the State of Florida Division of Emergency Management ("FDEM"), has sub-granted an Urban Area Security Initiative ("UASI") Grant Program Fiscal Year ("FY") 2016 to the City of Miami ("City") in the amount of \$5,158,500.00; and

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

WHEREAS, in accordance with the UASI Grant Program FY 2016, the attached Memoranda of Agreements ("MOAs") with the City's contiguous partners, Broward County, Broward County Sheriff's Office, the City of Coral Gables, the City of Coral Springs, the City of Fort Lauderdale, the City of Hialeah, the City of Hollywood, the City of Miami Beach, the City of Miami Gardens, the City of Miramar, the City of Pembroke Pines, the City of Sunrise, Miami-Dade County, Monroe County, Palm Beach County, Palm Beach County Sheriff's Office, and the Village of Key Biscayne, will provide the necessary guidelines to coordinate the UASI Grant Program FY 2016 and will permit the City to reimburse its partners for their eligible expenditures that are compliant with said Project;

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

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

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

FUND TITLE: Urban Area Security Initiative (UASI)
Grant Program Fiscal Year 2016

RESOURCES: Department of Homeland Security (DHS) \$5,158,500.00
directly to the State Of Florida Division
of Emergency Management (FDEM)

APPROPRIATIONS: \$5,158,500.00

Section 3. The City Manager is authorized¹ to accept said grant award and to execute the federally-funded subgrant agreement, in substantially the attached form, and any necessary documents, in a form acceptable to the City Attorney, in order to implement the acceptance of said grant award.

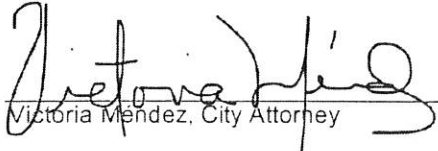
Section 4. The City Manager is further authorized¹ to extend said UASI Grant Program FY 2016 grant awards as necessary and to execute any other related modifications, amendments or extensions, in a form acceptable to the City Attorney, on all matters except those dealing with funding changes, in connection 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 authorized¹ to execute MOAs, in substantially attached form(s), with its contiguous partners, Broward County, Broward County Sheriff's Office, the City of Coral Gables, the City of Coral Springs, the City of Fort Lauderdale, the City of Hialeah, the City of Hollywood, the City of Miami Beach, the City of Miami Gardens, the City of Miramar, the City of Pembroke Pines, the City of Sunrise, Miami-Dade County, Monroe County, Palm Beach County, Palm Beach County Sheriff's Office, and the Village of Key Biscayne, for the purpose of setting forth the parties' responsibilities in connection with the development and support of the UASI Grant Program FY 2016 administered by the City's Department of Fire-Rescue, an UASI sponsoring agency, contingent upon funding of said project being secured.

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.

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

APPROVED AS TO FORM AND CORRECTNESS:


Victoria Mendez, City Attorney 10/18/2016

² If the mayor does not sign this Resolution, it shall become effective at the end of ten (10) 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.