



STATE OF FLORIDA
DIVISION OF EMERGENCY MANAGEMENT

CHARLIE CRIST
Governor

RUBEN D. ALMAGUER
Interim Director

June 30, 2009

FEDEX EXPRESS
#868957042101

Mr. Randy Cross
City of Miramar Police Department
3064 North Commerce Parkway
Miramar, Florida 33025

RE: Agreement 09DS-48-11-16-02-448

Dear Mr. Cross:

Enclosed is your fully executed funding agreement between the City of Miramar, and the Division of Emergency Management. Under Section (13) (c), Notice and Contact, of this Agreement, you have been identified as the Representative of the Recipient responsible for the administration of this Agreement. Therefore, it is your responsibility to thoroughly read, understand and oversee the compliance of all the conditions within this Agreement.

Attached are the complete package of forms identified in Section (7) (a) through (e). It is very important that these reports be fully completed and remitted within the time frames specified under Section (7). Failure to supply this information in a timely manner can cause non-compliance of this Agreement or a delay in processing your reimbursement requests. If you have any questions in this regard, please contact me at (850) 410-1271 or by E-mail: carolyn.washington@em.myflorida.com.

Sincerely,

A handwritten signature in cursive script that reads "Carolyn Washington".

Carolyn Washington
Community Assistance Consultant
Division of Emergency Management
Bureau of Response Grants Section

/cw

Enclosures

**STATE OF FLORIDA
DIVISION OF EMERGENCY MANAGEMENT
2008 State Homeland Security Grant Program (UASI Nonprofit)
CONTRACTUAL FORMS and REQUIREMENTS**

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

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

Reimbursement Request (Form 3) and Detail of Claims (Form 4):

1. These forms are to be filed as needed. Complete Form 3 by filling in all items as needed.
2. The Detail of Claims form **must** accompany the Reimbursement Request form.
3. The Reimbursement Request form must be signed by the contract manager or someone with equal authority.

Claims are to be submitted to the following address:

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

Close Out Report - (Form 5):

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

Documentation of project expenditures:

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

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

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

GRANTEE: _____

AGREEMENT # _____

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

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

CUMULATIVE	AWARD FUNDS EXPENDED	MATCH FUNDS EXPENDED
1. Equipment Acquisition Expenditures		
2. Training Expenditures		
3. Management and Administration Expenditures		
4. TOTAL EXPENDITURES		

TOTAL PAYMENTS PREVIOUSLY RECEIVED _____

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

Signed _____
 Contract Manager or Financial Officer

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

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

Attach additional pages(s) if needed)

**TO BE COMPLETED BY FDEM STAFF
DATE SUBMITTED TO FDEM _____**

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

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

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

THIS MUST BE ACCOMPANIED BY THE DETAIL OF CLAIMS FORM

- | | | | |
|----|--|-----------|--|
| 1. | Equipment Acquisition Expenditures | \$ | |
| 2. | Training Expenditures | \$ | |
| 3. | Management and Administration Expenditures | \$ | |
| 4. | Total Expenditures | \$ | |

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

Signed _____
Contract Manager or Financial Officer

TO BE COMPLETED BY FDEM STAFF

AGREEMENT AMOUNT	
PREVIOUS PAYMENT(S)	
THIS PAYMENT	
REMAINING BALANCE	

TOTAL AMOUNT TO BE PAID ON THIS INVOICE

DATE SUBMITTED TO FDEM _____

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

PLEASE SUBMIT A SEPARATE FORM (4) FOR EACH OF THE FOLLOWING CATEGORIES

- | |
|---|
| <p>1. Equipment Acquisition Expenditures</p> <p>2. Training Expenditures</p> <p>3. Management and Administration Expenditures</p> |
|---|

CATEGORY _____
SELECT CATEGORY FROM LIST



GRANTEE: _____ **AGREEMENT #** _____

COST INCURRED DURING THE PERIOD OF _____

VENDOR	CLAIM INFORMATION	DATE PAID	CHECK #	AMOUNT
TOTAL EXPENDITURES				
TOTAL MATCH EXPENDITURES				

- 1. FORM MUST BE COMPILED FROM FORM 4B BY CATEGORY
- 2. FORM MUST ACCOMPANY THE REIMBURSEMENT REQUEST

TO BE COMPLETED BY FDEM STAFF
DATE SUBMITTED TO FDEM _____

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

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

Budget Detail Worksheet			
Eligible Activities			
Equipment Acquisition Costs	Quantity	Unit Cost	Total Cost
<p>The Scope of Work lists 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 (AEL) at: http://www.rkb.mipt.org</p> <ul style="list-style-type: none"> • Register on the website • Log into the website • Click on "search the RKB" • Click on "DHS SLGCP Authorized Equipment List (AEL) – FY2008" • If you wish to purchase a piece of equipment from the two categories below, then, in the empty space provided below that category, put the "AEL item number" and "title" 			
e.g., "AEL Item Number" Here, "Title" Here			
Eligible Equipment Categories:			
Physical Security Enhancement Equipment			
Inspection and Screening Equipment			
Training Costs	Quantity	Unit Cost	Total Cost
Attendance fees for training			
Related expenses for training such as materials, supplies and/or other equipment			
Management and Administration (3% of the total award may be retained by the State Agency for M&A purposes related to the FY07 NSGP)	Quantity	Unit Cost	Total Cost
Hiring of full-time or part-time staff or contractors/consultants <ul style="list-style-type: none"> • To assist with the management of the UASI NSGP • To assist with design for, requirements and implementation of the UASI NSGP • Meeting compliance with reporting/data collection requirements, including data calls 			
Development of operating plans for information collection and processing necessary to respond to DHS data calls			
Travel expenses directly related to management and administration of the UASI NSGP			
Meeting related expenses directly related to management and administration of the UASI NSGP			
Soft Match Requirement: Recipients must meet a 75 percent Federal 25 percent grantee soft match that must be from a non-Federal Source			
Source			Amount
TOTAL			

**TO BE COMPLETED BY FDEM STAFF
DATE SUBMITTED TO FDEM _____**

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

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

GRANTEE	AGREEMENT #
ADDRESS	AGREEMENT AMOUNT
CITY AND STATE	AGREEMENT PERIOD

(1) COST CATEGORIES	(2) GRANT AWARD EXPENDITURES	(3) MATCH EXPENDITURES	(4) TOTAL EXPENDITURES
1. Equipment Acquisitions			
2. Training Expenditures			
3. Management & Administration Expenditures			
4. TOTAL			

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

Total Funds Received From
The Division of Emergency Management
Agreement _____
Less Total Grant Award Expenditures _____

Equal Balance of Agreement Owed to DEM _____

Refund Due to State? Yes No
If Yes, Refund Check Enclosed? Yes No
If No, Enter Date Refund will be submitted _____

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

Make Check Payable to:
Cashier
Department of Community Affairs

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

Agreement Amount	
Less Total Funds Received under this Agreement (Column 5, Line 7)	
Balance of Agreement	

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

Signed _____
Contract Manager or Financial Officer

Date _____

**TO BE COMPLETED BY FDEM STAFF
DATE SUBMITTED TO FDEM _____**

**City of Miramar
Office of the City Manager
Interoffice Memorandum09030002rmc**

TO: The Honorable Mayor and Members of the City Commission
FROM: Robert A. Payton, City Manager
DATE: March 24, 2009
RE: City Manager Out of the Office

Please be advised I will be out of the office Thursday and Friday, March 26 and 27 and returning Monday, March 30, 2009.

In my absence Vernon Hargray is in charge with full authority. He can be reached at his office at (954) 602-3119 or cell at (954) 218-4331.

Thank you.

RAP/rmc

c: Assistant City Managers
Directors

RECEIVED
09 JUN 29 PM 3:24
FISCAL

Washington, Carolyn

From: Richmond, Natalie A. [narichmond@ci.miramar.fl.us]
Sent: Monday, June 29, 2009 3:13 PM
To: Washington, Carolyn
Cc: Randy Cross; Santiago, Marta
Subject: Signature of Authority Memo- Asst City Manager Hargray

Attachments: ECOPYCITYMANAGER1_EXCHANGE_03242009-130143.PDF



ECOPYCITYMANAG
R1_EXCHANGE_032

Hello Carolyn,

Please see the attached memo from the City Manager giving Asst. City Manager Hargray full authority of signature in his absence for the period during which the contract was signed.

I hope this will be accepted. Keep me posted.

Thanks

Natalie Richmond
City of Miramar Police Dept.
Grant Coordinator (UASI)
(954)-602-4353

FEDERALLY-FUNDED SUBGRANT AGREEMENT

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

THIS AGREEMENT IS ENTERED INTO BASED ON THE FOLLOWING REPRESENTATIONS:

- A. The Recipient represents that it is fully qualified and eligible to receive these grant funds to provide the services identified herein; and
- B. The Division has received these grant funds from the State of Florida, and has the authority to subgrant these funds to the Recipient upon the terms and conditions below; and
- C. The Division has statutory authority to disburse the funds under this Agreement.

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

(1) SCOPE OF WORK.

The Recipient shall perform the work in accordance with the Budget and Scope of Work, Attachment A of this Agreement.

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

The Recipient and the Division shall be governed by applicable State and Federal laws, rules and regulations, including those identified in Attachment B.

(3) PERIOD OF AGREEMENT.

This Agreement shall begin upon execution by both parties, and shall end 30 months after the date of execution, but no later than May 31, 2011, unless terminated earlier in accordance with the provisions of Paragraph (12) of this Agreement.

(4) MODIFICATION OF CONTRACT

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

(5) RECORDKEEPING

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

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

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

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

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

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

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

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

(6) AUDIT REQUIREMENTS

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

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

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

(d) If the Recipient is a State or local government or a non-profit organization as defined in OMB Circular A-133, as revised, and in the event that the Recipient expends \$500,000 or more in Federal awards in its fiscal year, the Recipient must have a single or program-specific audit conducted in accordance with the provisions of OMB Circular A-133, as revised. EXHIBIT 1 to this Agreement shows the Federal resources awarded through the Division by this Agreement. In determining the Federal awards expended in its fiscal year, the Recipient shall consider all sources of Federal awards, including Federal resources received from the Division. The determination of amounts of Federal awards expended should be in accordance with the guidelines established by OMB Circular A-133, as revised. An audit of the Recipient conducted by the Auditor General in accordance with the provisions of OMB Circular A-133, as revised, will meet the requirements of this paragraph.

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

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

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

The Division at each of the following addresses:

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

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

and

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

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

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

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

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

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

and

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

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

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

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

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

(7) REPORTS

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

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

(c) The close-out report is due 60 days after termination of this Agreement or 60 days after completion of the activities contained in this Agreement, whichever first occurs.

(d) If all required reports and copies are not sent to the Division or are not completed in a manner acceptable to the Division, the Division may withhold further payments until they are completed or may take other action as stated in Paragraph (11) REMEDIES. "Acceptable to the Division" means that the work product was completed in accordance with the Budget and Scope of Work.

(e) The Recipient shall provide additional program updates or information that may be required by the Division.

(8) MONITORING.

The Recipient shall monitor its performance under this Agreement, as well as that of its subcontractors and/or consultants who are paid from funds provided under this Agreement, to ensure that time schedules are being met, the Schedule of Deliverables and Scope of Work are being accomplished within the specified time periods, and other performance goals are being achieved. A review shall be done for each function or activity in Attachment A to this Agreement, and reported in the quarterly report.

In addition to reviews of audits conducted in accordance with paragraph (6) above, monitoring procedures may include, but not be limited to, on-site visits by Division staff, limited scope audits, and/or other procedures. The Recipient agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the Division. In the event that the Division or the Department determines that a limited scope audit of the Recipient is appropriate, the Recipient agrees to comply with any additional instructions provided by the Division or the Department to the Recipient regarding such audit. The Recipient further agrees to comply and cooperate with any inspections, reviews, investigations or audits deemed necessary by the Florida Chief Financial Officer or Auditor General. In addition, the Division will monitor the performance and financial management by the Recipient throughout the contract term to ensure timely completion of all tasks.

(9) LIABILITY

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

(b) Any Recipient which is a state agency or subdivision, as defined in Section 768.28, Fla. Stat., agrees to be fully responsible for its negligent or tortious acts or omissions which result in

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

(10) DEFAULT.

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

(a) If any warranty or representation made by the Recipient in this Agreement or any previous agreement with the Division is or becomes false or misleading in any respect, or if the Recipient fails to keep or perform any of the obligations, terms or covenants in this Agreement or any previous agreement with the Division and has not cured them in timely fashion, or is unable or unwilling to meet its obligations under this Agreement;

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

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

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

(11) REMEDIES.

If an Event of Default occurs, then the Division may, after thirty calendar days written notice to the Recipient and upon the Recipient's failure to cure within those thirty days, exercise any one or more of the following remedies, either concurrently or consecutively:

(a) Terminate this Agreement, provided that the Recipient is given at least thirty days prior written notice of the termination. The notice shall be effective when placed in the United States, first class mail, postage prepaid, by registered or certified mail-return receipt requested, to the address in paragraph (13) herein;

(b) Begin an appropriate legal or equitable action to enforce performance of this Agreement;

(c) Withhold or suspend payment of all or any part of a request for payment;

(d) Require that the Recipient refund to the Division any monies used for ineligible purposes under the laws, rules and regulations governing the use of these funds.

- (e) Exercise any corrective or remedial actions, to include but not be limited to:
1. request additional information from the Recipient to determine the reasons for or the extent of non-compliance or lack of performance,
 2. issue a written warning to advise that more serious measures may be taken if the situation is not corrected,
 3. advise the Recipient to suspend, discontinue or refrain from incurring costs for any activities in question or
 4. require the Recipient to reimburse the Division for the amount of costs incurred for any items determined to be ineligible;

(f) Exercise any other rights or remedies which may be available under law.

(g) Pursuing any of the above remedies will not stop the Division from pursuing any other remedies in this Agreement or provided at law or in equity. If the Division waives any right or remedy in this Agreement or fails to insist on strict performance by the Recipient, it will not affect, extend or waive any other right or remedy of the Division, or affect the later exercise of the same right or remedy by the Division for any other default by the Recipient.

(12) TERMINATION.

(a) The Division may terminate this Agreement for cause after thirty days written notice. Cause can include misuse of funds, fraud, lack of compliance with applicable rules, laws and regulations, failure to perform on time, and refusal by the Recipient to permit public access to any document, paper, letter, or other material subject to disclosure under Chapter 119, Fla. Stat., as amended.

(b) The Division may terminate this Agreement for convenience or when it determines, in its sole discretion that continuing the Agreement would not produce beneficial results in line with the further expenditure of funds, by providing the Recipient with thirty calendar days prior written notice.

(c) The parties may agree to terminate this Agreement for their mutual convenience through a written amendment of this Agreement. The amendment will state the effective date of the termination and the procedures for proper closeout of the Agreement.

(d) In the event that this Agreement is terminated, the Recipient will not incur new obligations for the terminated portion of the Agreement after the Recipient has received the notification of termination. The Recipient will cancel as many outstanding obligations as possible. Costs incurred after receipt of the termination notice will be disallowed. The Recipient shall not be relieved of liability to the Division because of any breach of Agreement by the Recipient. The Division may, to the extent authorized by law, withhold payments to the Recipient for the purpose of set-off until the exact amount of damages due the Division from the Recipient is determined.

(13) NOTICE AND CONTACT.

(a) All notices provided under or pursuant to this Agreement shall be in writing, either by hand delivery, or first class, certified mail, return receipt requested, to the representative named below, at the address below, and this notification attached to the original of this Agreement.

(b) The name and address of the Division contract manager for this Agreement is:

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

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

Randy Cross, Research and Planning Manager
Research and Planning Division
City of Miramar Police Department
3064 N. Commerce Parkway
Telephone: (954) 602-4290
Fax: (954) 602-3525
Email: rmcross@ci.miramar.fl.us

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

(14) SUBCONTRACTS

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

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

(15) TERMS AND CONDITIONS

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

(16) ATTACHMENTS

(a) All attachments to this Agreement are incorporated as if set out fully.

(b) In the event of any inconsistencies or conflict between the language of this Agreement and the attachments, the language of the attachments shall control, but only to the extent of the conflict or inconsistency.

(c) This Agreement has the following attachments:

Exhibit 1 - Funding Sources

Attachment A – Budget and Scope of Work

Attachment B – Program Statutes and Regulations

Attachment C – Justification of Advance

Attachment D – Warranties and Representations

Attachment E – Certification Regarding Debarment

Attachment F – Statement of Assurances

(17) FUNDING/CONSIDERATION

(a) This is a cost-reimbursement Agreement. The Recipient shall be reimbursed for costs incurred in the satisfactory performance of work hereunder in an amount not to exceed **\$6,191,025**, subject to the availability of funds.

(b) Any advance payment under this Agreement is subject to Section 216.181(16), Fla.Stat., and is contingent upon the Recipient's acceptance of the rights of the Division under Paragraph (12)(b) of this Agreement. The amount which may be advanced may not exceed the expected cash needs of the Recipient within the first three months of the contract term. For a federally funded contract, any advance payment is also subject to federal OMB Circulars A-87, A-110, A-122 and the Cash Management Improvement Act of 1990. If an advance payment is requested below, the budget data on which the request is based and a justification statement shall be included in this Agreement as Attachment C. Attachment C will specify the amount of advance payment needed and provide an explanation of the necessity for and proposed use of these funds.

_____ An advance payment of \$ 0- is requested

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

If the necessary funds are not available to fund this Agreement as a result of action by the United States Congress, the federal Office of Management and Budgeting, the State Chief Financial Officer or under subparagraph (20)(h) of this Agreement, all obligations on the part of the Division to make any further payment of funds shall terminate, and the Recipient shall submit its closeout report within thirty days of receiving notice from the Division.

(18) REPAYMENTS

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

Department of Community Affairs
Cashier
Finance and Accounting
2555 Shumard Oak Boulevard
Tallahassee FL 32399-2100

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

(19) MANDATED CONDITIONS

(a) The validity of this Agreement is subject to the truth and accuracy of all the information, representations, and materials submitted or provided by the Recipient in this Agreement, in any later submission or response to a Division request, or in any submission or response to fulfill the requirements of this Agreement. All of said information, representations, and materials is incorporated by reference. The inaccuracy of the submissions or any material changes shall, at the option of the Division and with thirty days written notice to the Recipient, cause the termination of this Agreement and the release of the Division from all its obligations to the Recipient.

(b) This Agreement shall be construed under the laws of the State of Florida, and venue for any actions arising out of this Agreement shall be in the Circuit Court of Leon County. If any provision of this Agreement is in conflict with any applicable statute or rule, or is unenforceable, then the provision shall be null and void to the extent of the conflict, and shall be severable, but shall not invalidate any other provision of this Agreement.

(c) Any power of approval or disapproval granted to the Division under the terms of this Agreement shall survive the term of this Agreement.

(d) This Agreement may be executed in any number of counterparts, any one of which may be taken as an original.

(e) The Recipient agrees to comply with the Americans With Disabilities Act (Public Law 101-336, 42 U.S.C. Section 12101 et seq.), which prohibits discrimination by public and private entities on the basis of disability in employment, public accommodations, transportation, State and local government services, and telecommunications.

(f) Those who have been placed on the convicted vendor list following a conviction for a public entity crime or on the discriminatory vendor list may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or

consultant under a contract with a public entity, and may not transact business with any public entity in excess of \$25,000.00 for a period of 36 months from the date of being placed on the convicted vendor list or on the discriminatory vendor list.

(g) Any Recipient which is not a local government or state agency, and which receives funds under this Agreement from the federal government, certifies, to the best of its knowledge and belief, that it and its principals:

1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by a federal department or agency;
2. have not, within a five-year period preceding this proposal been convicted of or had a civil judgment rendered against them for fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
3. are not presently indicted or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any offenses enumerated in paragraph 19(g)2. of this certification; and
4. have not within a five-year period preceding this Agreement had one or more public transactions (federal, state or local) terminated for cause or default.

If the Recipient is unable to certify to any of the statements in this certification, then the Recipient shall attach an explanation to this Agreement.

In addition, the Recipient shall send to the Division (by email or by facsimile transmission) the completed "Certification Regarding Debarment, Suspension, Ineligibility And Voluntary Exclusion" (Attachment E) for each intended subcontractor which Recipient plans to fund under this Agreement. The form must be received by the Division before the Recipient enters into a contract with any subcontractor.

(h) The State of Florida's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature, and subject to any modification in accordance with Chapter 216, Fla. Stat. or the Florida Constitution.

(i) All bills for fees or other compensation for services or expenses shall be submitted in detail sufficient for a proper preaudit and postaudit thereof.

(j) Any bills for travel expenses shall be submitted in accordance with Section 112.061, Fla. Stat.

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

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

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

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

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

(20) LOBBYING PROHIBITION

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

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

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

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

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

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

(21) COPYRIGHT, PATENT AND TRADEMARK

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

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

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

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

(22) LEGAL AUTHORIZATION.

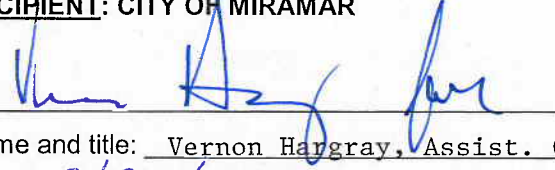
The Recipient certifies that it has the legal authority to receive the funds under this Agreement and that its governing body has authorized the execution and acceptance of this Agreement. The Recipient also certifies that the undersigned person has the authority to legally execute and bind Recipient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

(23) ASSURANCES.

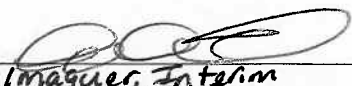
The Recipient shall comply with any Statement of Assurances incorporated as Attachment F.

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

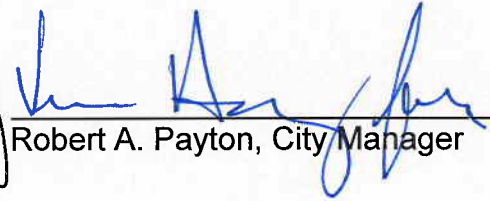
RECIPIENT: CITY OF MIRAMAR

By: 
Name and title: Vernon Hargray, Assist. City Manager
Date: 3/27/2009
FID# 59-6019762

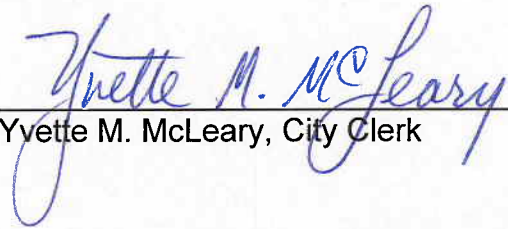
**STATE OF FLORIDA
DIVISION OF EMERGENCY MANGEMENT**

By: 
Name and Title: Ruben Almaguer, Interim
W. Craig Fugate, Director of the Division of Emergency Management
Date: 6/29/09

CITY OF MIRAMAR, FLORIDA

By: 
Robert A. Payton, City Manager

ATTEST:


Yvette M. McLeary, City Clerk

Approved as to form and legal sufficiency
for the use of and reliance by the City of
Miramar only:

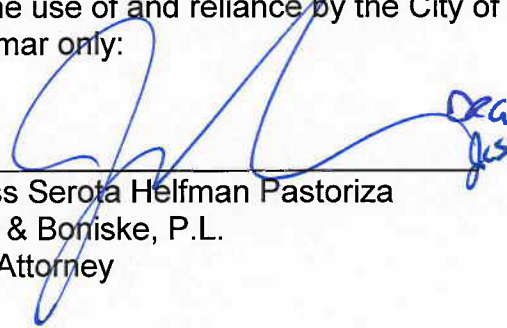
By: 
Weiss Serota Helfman Pastoriza
Cole & Boniske, P.L.
City Attorney



EXHIBIT – 1

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

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

Federal Program

Federal agency: **Urban Area Security Initiative (UASI)**

Catalog of Federal Domestic Assistance title and number: **97.067**

Award amount: **\$6,191,025**

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

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

Federal Program:

List applicable compliance requirements as follows:

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

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

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

Proposed Program Budget

- ↓ 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 FY2008 Authorized Equipment List (AEL) reference number. The AEL can be found at www.rkb.mipt.org.
- ↓ The transfer of funds between the categories listed in the "Proposed Program Budget" is permitted. However, at the discretion of the Recipient, funds allocated to Management and Administration costs (as described in the "Proposed Program Budget") may be put towards Programmatic costs instead.
- ↓ No more than 3% of each Recipient's total award may be expended on Management and Administration costs.

Grant	Recipient Agency	Category	Amount Allocated
Homeland Security Grant Program – Urban Area Security Initiative – Issue 62	City of Miramar	City of Miramar Allocation	\$6,382,500
		State Management and Administration withheld 3%	\$191,475
		City of Miramar Remaining Award after 3% reduction	\$6,191,025
		City of Miramar LETP-Type Activities (25% of \$6,191,025) This amount is not in addition to the remaining award amount but instead signifies the amount needed to meet the %25 requirement.	\$1,547,756
		City of Miramar eligible Management and Administration (3% of \$6,191,025) This amount is not in addition to the remaining award amount but instead signifies the amount eligible for M&A.	\$185,730
Total Award			\$6,191,025

SFUASI 2008 Budget Request

Budg Yr.	LETP?	Bomb Sq	Fund. Pri	UASI No.	Regional	No.	Description of Project	Final Based on Award	Planning	Organizing	Exercise RECEIVED	Training	Equipment	M&A	POETE
08 N			3	2008-1		FL-16	EOC Enhancement-equipment and furnishings for the enhancement of the City's Emergency Operations Center.	\$ 55,625					\$ 55,625	-	\$ 55,625
08 N			3	2008-2		FL-20	EOC Enhancement-necessary equipment and supplies, Satellite phones and data services	\$ 136,500					\$ 136,500	-	\$ 136,500
08 Y			3	2008-3		FL-11	NIMS/ICS Training offer NIMS/ICS 300 and 400 courses in order to maintain NIMS compliancy. All courses will be offered regionally.	\$ 30,000				30,000	\$ 30,000	-	\$ 30,000
08 Y			3	2008-4		FL-13	Emergency Communication with Back Up System	\$ 47,050					\$ 47,050	-	\$ 47,050
08 Y			2	2008-5		FL-19	Fl. Lauderdale International Airport; fencing/hardening	\$ 97,899					\$ 97,899	-	\$ 97,899
08 Y			3	2008-6		FL-12	Emergency AM Radio Station Repeater	\$ 35,000					\$ 35,000	-	\$ 35,000
08 N			3	2008-7		FL-8	Broward Emergency Preparedness Network	\$ 25,000	\$ 25,000				\$ 25,000	-	\$ 25,000
08 N			3	2008-8		FL-10	Community Preparedness Planning - Establish a countywide strategic plan for citizen preparedness, training, and volunteer support.	\$ 22,684	\$ 22,684				\$ 22,684	-	\$ 22,684
08 Y			2	2008-9		FL-21.6	Six x-ray machines for court house security measures	\$ 29,289					\$ 29,289	-	\$ 29,289
08 Y			3	2008-10		FL-21.8	Four laptop computers for BSO mobile command post	\$ 13,121					\$ 13,121	-	\$ 13,121
08 Y			2	2008-11		FL-21.9	One license plate tag reader for BSO Counter Terrorism Unit	\$ 24,725					\$ 24,725	-	\$ 24,725
08 Y			2	2008-12		FL-21.4	Two Aviator's Night Vision Goggles for helicopter pilots	\$ 22,200					\$ 22,200	-	\$ 22,200
08 Y			2	2008-13		FL-21.5	Marine Patrol/HazMat/SWAT: Mobile trailer system, high pressure breathing Air compressor for SCUBA, SCBA tanks.	\$ 95,996					\$ 95,996	-	\$ 95,996
08 Y			2	2008-14		FL-21.2	Mobile Adustable Ramp system (MARS) with prime mover for SWAT team; tactical entry to aircarfi, buses and buildings; sniper platform	\$ 234,928					\$ 234,928	-	\$ 234,928
08 Y			NA	2008-15		FL-21.7	Rescue boat for marine patrol; trailer and motor; designed for dive teams	\$ 29,499					\$ 29,499	-	\$ 29,499
08 N			NA	2008-16		FL-26	Generator Load Bank-purchase load bank that allows for testing at the Facility where the generators are staged.	\$ 50,000					\$ 50,000	-	\$ 50,000
08 N			NA	2008-17		FL-27	Lift Station Generators-Purchase of two 65kw portable generators to power Lift Stations during lines of outages	\$ 75,000					\$ 75,000	-	\$ 75,000
08 Y			NA	2008-18		FL-28	Mobile CAD-Enhance interoperable communications with school resource officers through acquisition of lap top computers with wireless access to web-based computer aided dispatching (CAD), response plans, and resource tracking programs.	\$ 145,200					\$ 145,200	-	\$ 145,200
08 Y			3	2008-19		FL-31	Base Facility for First Responders-600KW Generator, Emergency backup power supply transfer switch	\$ 50,000					\$ 50,000	-	\$ 50,000
08 Y			1	2008-20			Thermal Imagers	\$ 27,000					\$ 27,000	-	\$ 27,000
08 Y			1	2008-21			CEM/ICOOP Table Top Exercise	\$ 10,000			\$ 10,000		\$ 10,000	-	\$ 10,000
08 N			3	2008-22			Fiber transmitter/receiver allow EOC to broadcast live	\$ 3,093					\$ 3,093	-	\$ 3,093
08 Y			3	2008-23		FL-24	Public Alert and Warning System Enhancement-AM Radio steamer for city website and telephone on-hold message	\$ 46,000					\$ 46,000	-	\$ 46,000
08 N			3	2008-24		FL-36	EOC Enhancements - Upgrade and enhance equipment for EOC.	\$ 30,395					\$ 30,395	-	\$ 30,395

SFUASI 2008 Budget Request

Budg Yr.	LETP?	Bomb Sq	Fund. Pri	UASI No.	Regional	No.	Description of Project	Final Based on Award	Planning	Organizing	Exercise	Training	Equipment	M&A	POETE
08 N			3	2008-25		FL-38	Utilities Emergency Response Plan	\$ 30,000			\$ 30,000				30
08 N			3	2008-26		FL-32	Electronic Data Management for Emergency Purchase	\$ 11,250					\$ 11,250		11
08 Y			NA	2008-27		FL-43	Public Safety Radios and Portable Repeater	\$ 172,696					\$ 172,696		172
08 N			NA	2008-28		FL-35	Satellite Comms for Mobile CP	\$ 17,700					\$ 17,700		17
08 N			3	2008-29		FL-40	CBRNE & Critical Stress Incident Training - train and prepare 33% of the operations division to deal effectively, efficiently and safely when dealing with a CBRNE incident.	\$ 62,800				\$ 62,800			62
08 N			3	2008-30		FL-34	Emergency Logistics Support Equipment - Logistics support equipment needed to enhance delivery of service.	\$ 15,580					\$ 15,580		15
08 Y			3	2008-31		FL-41	Beach Public Notification System	\$ 53,304					\$ 53,304		53
08 N			3	2008-32		FL-37	CERT - funds for recruitment, training, exercising, provision of supplies and equipment, and continuation of education.	\$ 29,000				\$ 15,000	\$ 14,000		29
08 N			3	2008-33		FL-33	Emergency Preparedness Outreach Campaign	\$ 15,000		\$ 15,000					15
08 Y			2	2008-34		FL-44	Information Sharing Enhancement-Digital camera and data management system for crime scenes.	\$ 50,000					\$ 50,000		50
08 Y			NA	2008-35		FL-48	Interoperability Project- 900 MHz Wireless Network System	\$ 300,069					\$ 300,069		300
08 Y			2	2008-36		FL-46	Tactical Entry Equipment-Night Vision Equipment for SWAT	\$ 62,000					\$ 62,000		62
08 Y			3	2008-37		FL-51	Mobile Command Center- purchase of a Mobile Command Center and associated lighting, software and communications equipment to be fully operational.	\$ 405,112					\$ 405,112		405
08 Y			2	2008-38		FL-62	Water/Wastewater Plant Security	\$ 59,720					\$ 59,720		59
08 N			3	2008-39		FL-54	9-1-1 Dispatch Center Upgrade-Upgrade capability to monitor Turnpike and Interstate traffic flow	\$ 15,357					\$ 15,357		15
08 N			NA	2008-40		FL-59	Portable Generators	\$ 154,000					\$ 154,000		154
08 N			3	2008-41		FL-56	PPE for Community Services Field Personnel	\$ 15,043					\$ 15,043		15
08 Y			3	2008-42		FL-64	UASI Planners: Salary for two EM Planners to assist in developing and maintaining PD and FR emergency management policies, plans, exercises	\$ 162,746		\$ 162,746					162
08 N			NA	2008-43		FL-82	Fort Lauderdale Management and Administration. Includes staff, travel and indirect costs. (3% of award)	\$ 185,730						\$ 185,730	185
08 Y			2	2008-44		Reg-3	Virtual Fusion Center - Information Systems and connectivity equipment; Information Systems and connectivity-Virtual Fusion Center (equipment). Two Intel Analysts for Broward and Palm Beach County	\$ 336,900		\$ 276,900			\$ 60,000		336
08 Y			3	2008-45		Reg-42a	Citizen Corps - Establish a regional Citizen Corps Program (planning, training, exercise and equipment)	\$ 400,000	\$ 200,000		\$ 50,000	\$ 50,000	\$ 100,000		400
08 Y			3	2008-46			Resource Typing, contract support	\$ 239,600	\$ 239,600						239
08 N			3	2008-47		R	WebEOC Admin	\$ 300,000	\$ 300,000						300
08 Y			2	2008-48			Critical Infrastructure Assessments	\$ 50,980	\$ 50,980						50
08 N			2	2008-49			Generator	\$ 48,345					\$ 48,345		48

SFUASI 2008 Budget Request

Budg Yr.	LETP?	Bomb Sq	Fund. Pri	UASI No.	Regional	No.	Description of Project	Final Based on Award	Planning	Organizing	Exercised	Training	Equipment	M&A	POETET
08 N			2	2008-50		FL-71	Security Camera System-Security camera for the City Hall building which is the secondary EOC for the City.	\$ 15,037					\$ 15,037		\$ 15,037
08 N			2	2008-51		FL-72	Upgrade Security System	\$ 11,877					\$ 11,877		\$ 11,877
08 Y			2	2008-52		FL-66	Water Utilities Department Intrusion Detection Systems Project	\$ 61,973					\$ 61,973		\$ 61,973
08 Y			3	2008-53		FL-68	CBRNE Threat- Coordinating Procedures	\$ 62,500					\$ 62,500		\$ 62,500
08 N			2	2008-54		FL-67	HAZMAT ID-Two Infrared spectrometers	\$ 65,625					\$ 65,625		\$ 65,625
08 N			3	2008-55		FL-69	HERC Hazardous Material and Evacuation Training. Exercise and Equipment Project	\$ 50,000					\$ 50,000		\$ 50,000
08 N			3	2008-56		FL-65	Countywide Patient Handling Protocol	\$ 50,000					\$ 50,000		\$ 50,000
08 N			3	2008-57		FL-70	Mass Fatality Incident Management Equipment	\$ 35,000					\$ 35,000		\$ 35,000
08 Y			2	2008-58			Auto Tag Reader: Read and track license plates to prevent and mitigate terrorism	\$ 35,000					\$ 35,000		\$ 35,000
08 Y			3	2008-59			Business Partners Against Terrorism	\$ 25,000					\$ 25,000		\$ 25,000
08 Y			2	2008-60			CCTV/ Wireless Airport Video Surveillance. Partner with federal and local stakeholders to upgrade the camera system. Need LCD video and hand held monitors.	\$ 20,000					\$ 20,000		\$ 20,000
08 Y			2	2008-61			Covert Surveillance Equipment Use in Counterterrorism and crime investigations	\$ 44,000					\$ 44,000		\$ 44,000
08 Y			2	2008-62			Critical Infrastructure	\$ 50,980					\$ 50,980		\$ 50,980
08 Y			2	2008-63			PBC Fusion Center: Framework to share information and intelligence, become active participants in R-Dex and FLEX	\$ 66,357					\$ 66,357		\$ 66,357
08 Y			2	2008-64			PBC LE Exchange system connecting all FL LE agencies to central information sharing system.	\$ 50,000					\$ 50,000		\$ 50,000
08 Y			2	2008-65			MARS (Mobile Adjustable Ramp System)	\$ 160,000					\$ 160,000		\$ 160,000
08 Y			NA	2008-66		FL-80	Strengthen Interoperable Communications: project to initiate transition to portable digital radio communication system components.	\$ 408,303					\$ 408,303		\$ 408,303
08 N			3	2008-67		FL-78	Fire Rescuer/Haz Mat Team Cache Enhancement- radio interoperability equipment which will permit real time communications with state and federal response agencies.	\$ 131,089					\$ 131,089		\$ 131,089
08 Y			2	2008-68		FL-79	Enhance CBRNE Response- trailer mounted, battery operated three-piece telescoping 26-foot mast that will contain four pan/tilt/zoom (PTZ) cameras.	\$ 313,403					\$ 313,403		\$ 313,403
08 Y			2	2008-69			Project Planning	\$ 5,745					\$ 5,745		\$ 5,745
Total								\$ 6,191,025	\$ 1,210,235	\$ 276,900	\$ 110,000	\$ 167,800	\$ 4,240,360	\$ 185,730	\$ 6,191,025
									20%	4%	2%	3%	68%	3%	

SFUASI 2008 Budget Request

Budg Yr.	LETP?	Bomb Sq	Fund. Pri	UASI No.	Regional	No.	Description of Project	Final Based on Award	Calculations by type	Planning	Organizing	Exercise	Training	Equipment	M&A	POETE T
							Funding by LETPP-Eligible and Priorities									
							LETPP Eligible (yes)	\$ 4,534,295								
							LETPP % of Total Submittal (required 25% minimum)	25.2%								
							Funding Priorities									
							1. Measuring progress against the National Preparedness Guidelines	\$ 37,000								
							Funding Priority 1 - % of Total Submittal	0.2%								
							2. Strengthen IED prevention, protection and recovery	\$ 2,012,979								
							Funding Priority 2 - % of Total Submittal	11.2%								
							3. Strengthening preparedness planning	\$ 2,602,849								
							Funding Priority 3 - % of Total Submittal	14.5%								
							Funding Priority NA	\$ 1,538,197								
							Funding Priority NA - % of Total Submittal	8.5%								
							DHS Funding Priority 2 and 3 Combined (required 25% minimum)	25.6%								
							Check Total (Diff from \$6,191,025)	\$ 6,191,025								

BALANCE CHECKS	Line Item	Planning	Organizing	Exercise	Training	Equipment	M&A	POETE T
FLL UASI SUBTOTALS OF LINE ITEMS ABOVE								
Broward	\$ 449,758							
Palm Beach	\$ 451,337							
Fort Lauderdale	\$ 437,725							
Hollywood	\$ 412,069							
Sunrise	\$ 444,492							
Pembroke Pines	\$ 408,303							
Miramar (\$406,866 + \$191,475 M&A) = \$598,342)	\$ 598,341							
PBSO	\$ 451,337							
BSO	\$ 449,758							
Miami Gardens	\$ 405,112							
Coral Springs	\$ 406,293							
FLL Risk Based	\$ -							
SUBTOTAL: Ft Lauderdale UASI Total	\$ 4,914,525							
Ft. Lauderdale UASI Share of State 3%	\$ 191,475							
Regional Projects assigned to FLL UASI	\$ 939,600							
SUBTOTAL: FLL UASI	\$ 6,045,600							

Award to FLL UASI (Net of State M&A) \$ 5,854,125

DATE RECEIVED

Budget Detail Worksheet

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

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

Budget Detail Worksheet– Eligible Activities			
Allowable Planning Costs	Quantity	Unit Cost	Total Cost
Public Education/Outreach			
Develop and implement homeland security support programs and adopt ongoing DHS national initiatives, including State Preparedness Reports			
Develop and enhance plans and protocols			
Develop or conduct assessments			
Establish, enhance, or evaluate Citizen Corps-related volunteer programs			
Hiring of full or part-time staff or contractors/consultants to assist with planning activities (not for the purpose of hiring public safety personnel fulfilling traditional public safety duties)			
Conferences to facilitate planning activities			
Materials required to conduct planning activities			
Travel/per diem related to planning activities			
Overtime and backfill costs – Payment of overtime expenses will be for work performed by award (SAA) or sub-award employees in excess of the established work week (usually 40 hours) related to the planning activities for the development and implementation of the programs under HSGP.			
Other projects areas with prior approval from FEMA			
Allowable LETP Planning Costs	Quantity	Unit Cost	Total Cost
Conducting point vulnerability analyses and assessments			
Soft target security planning (public gatherings)			
Developing border security operations plans in coordination with CBP			
Developing, implementing, and reviewing Area Maritime Security Plans for ports, waterways, and coastal areas			
Updating and refining threat matrices			
Integrating and coordinating private sector participation with fusion center activities			
Developing and implementing civil rights, civil liberties and privacy policies, procedures, and protocols.			
Acquiring systems allowing connectivity to State, local, and Federal data networks, such as the National Crime Information Center (NCIC) and Integrated Automated Fingerprint Identification System (IAFIS), as appropriate			
Designing and developing State and local geospatial data systems			

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

Design, Develop, Conduct and Evaluate an Exercise			
Exercise Planning Workshop - Grant funds may be used to plan and conduct an Exercise Planning Workshop to include costs related to planning, meeting space and other meeting costs, facilitation costs, materials and supplies, travel and exercise plan development.			
Full or Part-Time Staff or Contractors/Consultants - Full or part-time staff may be hired to support exercise-related activities. Payment of salaries and fringe benefits must be in accordance with the policies of the state or local unit(s) of government and have the approval of the state or the awarding agency, whichever is applicable. The services of contractors/consultants may also be procured to support the design, development, conduct and evaluation of CBRNE exercises. The applicant's formal written procurement policy or the Federal Acquisition Regulations (FAR) must be followed.			
Overtime and backfill costs – Overtime and backfill costs associated with the design, development and conduct of CBRNE exercises are allowable expenses. Grantees may also use FEMA grant funds to cover overtime and backfill expenses for part-time and volunteer emergency response personnel participating in FEMA exercises.			
Implementation of HSEEP			
Travel - Travel costs (i.e., airfare, mileage, per diem, hotel, etc.) are allowable as expenses by employees who are on travel status for official business related to the planning and conduct of the exercise project(s). These costs must be in accordance with state law as highlighted in the <i>OJP Financial Guide</i> . States must also follow state regulations regarding travel. If a state or territory does not have a travel policy they must follow federal guidelines and rates, as explained in the <i>OJP Financial Guide</i> . For further information on federal law pertaining to travel costs please refer to http://www.ojp.usdoj.gov/FinGuide .			
Supplies - Supplies are items that are expended or consumed during the course of the planning and conduct of the exercise project(s) (e.g., copying paper, gloves, tape, non-sterile masks, and disposable protective equipment).			
Other Items - These costs include the rental of space/locations for exercise planning and conduct, exercise signs, badges, etc.			
Allowable LETP Exercise Costs	Quantity	Unit Cost	Total Cost
Exercises to evaluate the effectiveness of information sharing plans, policies, procedures, and protocols			
Exercises to evaluate NIMS implementation. This includes costs associated with exercising components of the NIMS National Credentialing Framework			
Exercises to evaluate facility and/or vessel security protection			
Exercises to evaluate area maritime security protection			
Exercises to evaluate threat recognition capabilities			
Exercises to evaluate cyber security capabilities			
Exercises to evaluate agricultural/food security capabilities			
Exercises to evaluate prevention readiness and techniques			

"Red Team" (force on force) exercises			
Interoperable communications exercises			
Critical infrastructure vulnerability, protection, and/or attack exercises			
<p>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.mipt.org</p> <ul style="list-style-type: none"> ↓ Register on the website ↓ Log into the website ↓ Click on "search the RKB" ↓ Click on "DHS SLGCP Authorized Equipment List (AEL) - FY2008" ↓ If you wish to purchase a piece of equipment from any category below, then, in the space given below that category, put the "AEL item number" and "title" 	Quantity	Unit Cost	Total Cost
Personal protective equipment			
Explosive device mitigation and remediation equipment			
CBRNE operational search and rescue equipment			
Information technology			
Cyber security enhancement equipment			
Interoperable communications equipment			
Detection Equipment			
Decontamination Equipment			
Medical supplies and limited pharmaceuticals			
Power equipment			
CBRNE reference materials			
CBRNE incident response vehicles			
Terrorism incident prevention equipment			
Physical security enhancement equipment			

Inspection and Screening systems			
Agriculture Terrorism Prevention, Response, and Mitigation Equipment			
CBRNE Response watercraft			
CBRNE Aviation Equipment			
CBRNE logistical support equipment			
Intervention equipment			
Other authorized equipment costs (include any construction or renovation costs in this category; Written approval must be provided by FEMA prior to the use of any FY 2008 UASI funds for construction or renovation)			
Personnel			
Up to 15% of programmatic spending may be used to support the hiring of full or part-time staff to conduct eligible programmatic activities			
Eligible Management and Administration Costs			
Hiring of full-time or part-time staff or contractors/consultants: <ul style="list-style-type: none"> To assist with the management of FY08 HSGP. To assist with design, requirements, and implementation of FY08 HSGP. To assist with the implementation and administration of the State Homeland Security Strategy, as it may relate to the individual grant program. 			
Hiring of full-time or part-time staff or contractors/consultants and expenses related to: <ul style="list-style-type: none"> HSGP application submission management activities and application requirements. Meeting compliance with reporting/data collection requirements, including data calls. 			
Development of operating plans for information collection and processing necessary to respond to DHS/FEMA data calls.			
Overtime and backfill costs – Payment of overtime expenses will be for work performed by award (SAA) or sub-award employees in excess of the established work week (usually 40 hours) related to the M&A activities for the development and implementation of the programs under HSGP. These costs are allowed only to the extent the payment for such services is in accordance with the policies of the state or local unit(s) of government and has the approval of the state or the awarding agency, whichever is applicable. In no case is dual compensation allowable. That is, an employee of a unit of government may not receive compensation from their unit or agency of government AND from an award for a single period of time (e.g., 1:00 pm to 5:00 pm), even though such work may benefit both activities. Fringe benefits on overtime hours are limited to Federal Insurance Contributions Act (FICA), Workers' Compensation and Unemployment Compensation.			
Travel expenses			

<p>Meeting-related expenses (For a complete list of allowable meeting-related expenses, please review the <i>OJP Financial Guide</i> at http://www.ojp.usdoj.gov/FinGuide).</p>			
<p>Acquisition of authorized office equipment, including personal computers, laptop computers, printers, LCD projectors, and other equipment or software which may be required to support the implementation of the homeland security strategy.</p>			
<p>The following are allowable only within the contract period:</p> <ul style="list-style-type: none"> • Recurring fees/charges associated with certain equipment, such as cell phones, faxes, etc. • Leasing and/or renting of space for newly hired personnel to administer programs within FY08 UASI. 			

B. Scope of Work

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

I. Categories and Eligible Activities

Urban Area Security Initiative

FY2008 UASI allowable costs are divided into the following categories: **planning, organization, equipment, training and exercises, management and administration cost** are allowable cost. At least 25% of UASI funds must be dedicated towards law enforcement terrorism prevention-oriented planning, organization, training, exercise and equipment activities. Each category's allowable costs have been listed in more detail in the "Budget Detail Worksheet" above.

A. Planning

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

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

- ✦ Implementing the National Preparedness Guidelines
- ✦ 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 IED or bombing prevention awareness
- ✦ Preparing materials for the State Preparedness Report (SPR)

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 a fusion center
- ✦ Integrating and coordinating private sector participation with fusion center activities
- ✦ Acquiring systems allowing connectivity to State, local, and Federal data networks, such as the National Crime Information Center (NCIC) and Integrated Automated Fingerprint Identification System (IAFIS), as appropriate
- ✦ Planning to enhance security during heightened alerts, during 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
- ✦ Public information/education: printed and electronic materials, public service announcements, seminars/town hall meetings, 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 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 terrorism prevention/deterrence 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 or enhancing border security plans
- ✦ Developing or enhancing cyber security plans
- ✦ 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 special needs 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 or enhancing evacuation plans
- ✦ Developing or enhancing citizen surge capacity
- ✦ 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
- ✦ Ensuring jurisdiction EOPs adequately address warnings, emergency public information, evacuation, mass care, resource management from non-governmental sources, unaffiliated volunteer and donations management, and volunteer resource integration to support each Emergency Support Function, to include appropriate considerations for special needs populations
- ✦ Developing and implementing civil rights, civil liberties and privacy policies, procedures, and protocols
- ✦ Designing and developing State and local geospatial data systems

Developing or conducting assessments, including but not limited to:

- ✦ Conducting point vulnerability assessments at critical infrastructure sites/key assets and develop remediation/security plans
- ✦ 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 (public gatherings)

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

B. Organizational Activities

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

1. Operational Overtime Costs. In support of efforts to enhance capabilities for detecting, deterring, disrupting, and preventing acts of terrorism, operational overtime costs are allowable for increased security measures at critical infrastructure sites during DHS-declared periods of Orange or Red threat levels. Subject to these elevated threat level conditions, FY 2008 UASI funds for organizational costs may be used to support select operational expenses associated with increased security measures at critical infrastructure sites in the following authorized categories:
 - ✦ Backfill and overtime expenses for staffing state or local EOCs
 - ✦ Hiring of contracted security for critical infrastructure sites
 - ✦ Public safety overtime
 - ✦ National Guard deployments to protect critical infrastructure sites, including all resources that are part of the standard National Guard deployment package (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.

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

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

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

3. Intelligence Analysts. UASI funds may be used to hire new staff and/or contractor positions to serve as intelligence analysts to enable information/intelligence sharing capabilities. In order to be hired as an intelligence analyst, staff and/or contractor personnel must meet at least one of the following criteria:

- ✦ 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.

Costs associated with hiring new intelligence analysts are allowable only for two years, after which States and Urban Areas shall be responsible for supporting the sustainment costs for those intelligence analysts. Use of funds for the hiring of intelligence analysts represents a commitment by the grantee to sustain Federally-funded positions after the two-year Federal funding period with non-Federal resources. Failure to sustain such positions will result in disqualification of grantees from hiring analysts with Federal funds in future program years. In order to receive funds for hiring intelligence analysts, the SAA must retain certification on file stating that the responsible jurisdiction will assume responsibility for supporting the costs of the hired analysts following the two-year Federal funding period. This certification must also be accompanied by a budget plan providing the details of this arrangement.

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

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

C. Equipment Acquisition

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

D. Training

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

Allowable training-related costs include:

- ✦ Funds used to develop, deliver, and evaluate training, including costs related to administering the training, planning, scheduling, facilities, materials and supplies, reproduction of materials, and equipment.
- ✦ Overtime and Backfill costs, as defined in this guidance, associated with attending or teaching FEMA-sponsored and/or approved training courses and programs are allowed. These costs are allowed only to the extent the payment for such services is in accordance with the policies of the State or unit(s) of local government and has the approval of the State or the awarding agency, whichever is applicable. In no case is dual compensation allowable. That is, an employee of a unit of government may not receive compensation from both their unit or agency of government AND from an award for a single period of time (e.g., 1:00 pm to 5:00 pm), even though such work may benefit both activities. Further, overtime costs associated with employees who participate in training in a teaching role for which they are compensated are not allowed. Fringe benefits on overtime hours are limited to Federal Insurance Contributions Act (FICA), Workers' Compensation and Unemployment Compensation.
- ✦ 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 to support training-related activities. Payment of salaries and fringe benefits must be in accordance with the policies of the State or unit(s) of local government and have the approval of the State or awarding agency, whichever is applicable. Such costs must be included within the funding allowed for program management personnel expenses, which must not exceed 15 percent of the total allocation.
- ✦ Certification/Recertification of Instructors is an allowable cost. States are encouraged to follow the FEMA Instructor Quality Assurance Program to ensure a minimum level of competency and corresponding levels of evaluation of student learning. This is particularly important for those courses that involve training of trainers.

E. Exercises

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

Allowable exercise-related costs include:

- ✦ **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.
- ✦ **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** – Overtime and backfill costs associated with the design, development, and conduct of exercises are allowable expenses. These costs are allowed only to the extent the payment for such services is in accordance with the policies of the state or unit(s) of local government and has the approval of the state or the awarding agency, whichever is applicable. In no case is dual compensation allowable (see above). Fringe benefits on overtime hours are limited to FICA, Workers' Compensation and Unemployment Compensation.
- ✦ **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).
- ✦ **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, rental of equipment (e.g., portable toilets, tents), food, refreshments, 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 Scenarios.

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

If a Urban Area will be hosting an upcoming special event (e.g., Super Bowl, G-8 Summit); they anticipate participating in a Tier 2 National-Level Exercise as defined by the National Exercise Program Implementation Plan (NEP I-Plan); or they anticipate that they will apply to be a venue for a Tier 1 National-Level Exercise, as defined by the I-Plan, they should plan to use UASI funding to finance training and exercise activities in preparation for that event. Urban Areas should also consider exercises at major venues (e.g., arenas, convention centers) that focus on evacuations, communications, and command and control. States should also anticipate participating in at least one Regional Exercise annually. States must include all confirmed or planned special events in the Multi-year Training and Exercise Plans.

F. Personnel

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

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

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

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

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

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

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

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

Overtime and backfill costs - Payment of overtime expenses will be for work performed by award (SAA) or sub-award employees in excess of the established work week (usually 40 hours) related to the M&A activities for the development and implementation of the programs under HSGP. These costs are allowed only to the extent the payment for such services is in accordance with the policies of the state or local unit(s) of government and has the approval of the state or the awarding agency, whichever is applicable. In no case is dual compensation allowable. That is, an employee of a unit of government may not receive compensation from their unit or agency of government AND from an award for a single period of time (e.g., 1:00 pm to 5:00 pm), even though such work may benefit both activities. Fringe benefits on overtime hours are limited to Federal Insurance Contributions Act (FICA), Workers' Compensation and Unemployment Compensation.

Travel expenses

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

Acquisition of authorized office equipment

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

- ✚ Recurring fees/charges associated with certain equipment, such as cell phones, faxes, etc.
- ✚ Leasing and/or renting of space for newly hired personnel to administer programs within the FY2008 UASI

H. Construction and Renovation

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

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

1. Approval Process:

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

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

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

I. Overtime and Backfill Guidance

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

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

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

J. LETP Planning Activities:

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

Establishment / Enhancement of Fusion Centers

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

K. LETP Training Activities:

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

Establishment / Enhancement of Fusion Centers

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

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

Allowable costs include training courses that focus on:

- ✦ Building information sharing capacities (especially among law enforcement, nonlaw enforcement, other government agencies, and the private sector)
- ✦ Methods of target hardening
- ✦ Facility law enforcement security personnel, to include facilities, vessels and ports
- ✦ CBRNE, agriculture, and cyber threats
- ✦ History of terrorism and social environments contributing to threats
- ✦ Surveillance and counter-surveillance techniques
- ✦ Privacy, civil rights, and civil liberties regulations, policies, procedures, and protocols
- ✦ Critical Infrastructure Protection training, to include identifying/assessing critical infrastructure assets, vulnerabilities, and threats
- ✦ Cyber/agriculture/food security threats recognition and protective measures training

- ✦ Cultural awareness training for community engagement activities and undercover operations related to terrorist organizations
- ✦ Languages, such as Arabic, Urdu, or Farsi, which are spoken by known terrorists and terrorist organizations
- ✦ Joint training with other homeland security entities (e.g., U.S. Secret Service, CBP)
- ✦ Use of interoperable communications equipment
- ✦ Collection, analysis, mapping, integration, and dissemination of geospatial data and imagery
- ✦ Geospatial database use, design, development, and management training
- ✦ Volunteer participation to support law enforcement and community policing activities related to increased citizen awareness of terrorism activities, to include the Volunteers in Police Service and Neighborhood Watch programs

L. LETP Exercise Activities

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

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

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

J. National Incident Management System (NIMS) Compliance

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

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

Additionally, nongovernmental organizations grantees and sub-grantees will be required to meet certain NIMS compliance requirements. This includes all emergency preparedness, response, and/or security personnel in the organization participating in the development, implementation, and/or operation of resources and/or activities awarded through this grant **must** complete training programs consistent with the NIMS National Standard Curriculum Development Guide. Minimum training includes IS-700 NIMS: An Introduction. In addition, IS-800.a NRP: An Introduction, Incident Command System (ICS-100), Incident Command System (ICS-200), Intermediate Incident Command System (G-300), and Advanced Incident Command System (G-400) are also recommended. For additional guidance on NIMS training, please refer to http://www.fema.gov/emergency/nims/nims_training.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 30, June 30, September 30 and December 30) for the life of this contract. If a report(s) is delinquent, future financial reimbursements will be withheld until the Recipient's reporting is current.

Programmatic Reporting Schedule

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

2. Programmatic Reporting-BSIR

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

3. Reimbursement Requests:

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

3. Close-out Programmatic Reporting:

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

4. Monitoring:

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

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

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

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

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

Frequency of annual monitoring activity:

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

Examples of areas that may be examined include:

Management and administrative procedures
Grant folder maintenance
Equipment accountability and sub-hand receipt procedures

Program for obsolescence
Status of equipment purchases
Status of training for purchased equipment
Status and number of response trainings conducted to include number trained
Status and number of exercises
Status of planning activity
Anticipated projected completion
Specific difficulties completing the project.
Agency NIMS/ICS compliance documentation

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

Desk monitoring is an on-going process. Agency recipients will be required to participate in desk top monitoring on an annual basis and as determined by the FDEM. The agency recipients will complete and submit the desk top monitoring within 14 business calendar days of receipt. This contact will provide an opportunity to identify the need for technical assistance (TA) and/or a site visit if the FDEM determines that a recipient is having difficulty completing their project.

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

- > Equipment selection or available vendors
- > Eligibility of items or services
- > Coordination and partnership with other agencies within or outside the region or discipline.

Site Visits

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

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

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

Site Visit Protocol

The following outlines the monitoring protocol for the FDEM:

The site visits will begin with those grantees that are currently spending or have completed spending for that federal fiscal year (FFY). Site visits may be combined when geographically convenient. There is a site visit checklist to assist in the completion of all required tasks.

Site Visit Preparation

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

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

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

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

Site Visit

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

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

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

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

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

Post Site Visit

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

Within 30 calendar days of the site visit, a monitoring report will be generated and sent to the grantee explaining any issues and corrective actions required or recommendations. Should no issues or findings be identified, a monitoring report to that effect will also be generated and sent to the grantee. The grantee will submit a Corrective Action Plan within a timeframe as determined by the FDEM. The Site Visit Worksheet, report and photographs will then be included in the grantee's file along with any documents distributed at the site visit by the grantee.

K. Programmatic Point of Contact

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

L. Contractual Responsibilities

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

Attachment B

Program Statutes and Regulations

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

Attachment C

JUSTIFICATION OF ADVANCE PAYMENT

RECIPIENT:

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

<p><input checked="" type="checkbox"/> NO ADVANCE REQUESTED</p> <p>No advance payment is requested. Payment will be solely on a reimbursement basis. No additional information is required.</p>
--

<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>
--

ADVANCE REQUEST WORKSHEET

If you are requesting an advance, complete the following worksheet

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

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

MAXIMUM ADVANCE ALLOWED CALULATION:

$$\text{Cell D3} \quad \times \quad \$ \quad \text{DEM Award} \quad = \quad \text{MAXIMUM ADVANCE}$$

(Do not include any match)

REQUEST FOR WAIVER OF CALCULATED MAXIMUM

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

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

ESTIMATED EXPENSES

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

Explanation of Circumstances:

Attachment D
Warranties and Representations

Financial Management

Recipient's financial management system shall provide for the following:

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

Competition.

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

Codes of conduct.

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

Business Hours

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

Licensing and Permitting

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

Attachment E

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

Subcontractor Covered Transactions

- (1) The prospective contractor 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 contractor is unable to certify to the above statement, the prospective contractor shall attach an explanation to this form.

SUBCONTRACTOR:

By: _____
Signature

Recipient's Name

Name and Title

Division Contract Number

Street Address

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.

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