



INTEROFFICE MEMORANDUM

TO: Mayor Jerry L. Demings
-AND-
Board of County Commissioners

THROUGH: Danny Banks,
Deputy County Administrator

FROM: James M. Fitzgerald, Fire Chief
Fire Rescue Department

CONTACT PERSON: Keith Kotch, Acting Manager, OEM
PHONE NUMBER: 407-836-9151

SUBJECT: May 21, 2019 - Consent Agenda Item
Approval and adoption of the 2018 Memorandum of Agreement (MOA) for Participating Orlando/Orange Urban Area Security Initiative (UASI) Agencies

The Urban Area Security Initiative (UASI) Grant Program provides funding to selected areas making up a regional metropolitan area in a process to enhance the UASI's participating partners ability to prevent, protect against, respond to, and recover from acts of terrorism or any other manmade or natural disaster. Participants in the Orlando/Orange UASI include selected core cities, core counties, contiguous jurisdictions, mutual aid partners and State agencies. These UASI participating partners are the Orange County Sheriff's Office, Orange, Seminole, Brevard, Lake, Volusia, and Osceola Counties. We are requesting that the Board approve and execute the 2018 Memorandum of Agreement for participating Orlando/Orange Urban Area Security Initiative (UASI)/ Agencies.

ACTION REQUESTED: Approval and execution of 2018 Memorandum of Agreement (MOA) for Participating Orlando/Orange Urban Area Security Initiative (UASI) Agencies by and between the Orange County Sheriff's Office, and Orange, Seminole, Brevard, Lake, Osceola, and Volusia Counties.

JF/atk

Attachments

c: Byron W. Brooks, County Administrator



OFFICE OF COMPTROLLER

ORANGE
COUNTY
FLORIDA

Phil Diamond, CPA
County Comptroller as
Clerk of the Board of County Commissioners
201 South Rosalind Avenue
Post Office Box 38
Orlando, FL 32802
Telephone: (407) 836-7300
Fax: (407) 836-5359

DATE: May 22, 2019

TO: Keith Kotch, Acting Manager
Office of Emergency Management Division, BCC

FROM: Katie Smith, Deputy Clerk JK for KS
Comptroller Clerk of BCC

SUBJECT: Request for Execution of Documents, Fire Rescue Department Consent
Item 1, File # 19-825, May 21, 2019

Enclosed is the 2018 Memorandum of Agreement (2 originals) which was approved by the Board of County Commissioners (BCC) at its regular meeting held on May 21, 2019.

Please forward the documents to all required parties for signature.

Email copies of the fully-executed documents to ClerkofBCC@occompt.com and copy terese.parsons@ocfl.net. Note: ClerkofBCC@occompt.com is **used only for County staff submission of pending documents.**

Please include in cover memo or subject line identification of the documents by name, agenda item number, and date of BCC approval. Emailed copies must be in full-size PDF format. The documents will be processed and filed for the record upon receipt.

If you are unable to return a copy of the fully-executed documents before June 21, 2019, notify Katie Smith by email of the reason for the delay prior to that date.

If you have any questions, please do not hesitate to call.

ks:jk

Enclosure (2)

dl: James M. Fitzgerald, Deputy Fire Chief, Fire Rescue Department, BCC [email]
Daniel Banks, Deputy County Administrator, BCC [email]
Ann Marie T. Kleczkowski, Fire Rescue Services, BCC [email]
Terese Parsons, Executive Assistant, County Administrator's Office, BCC [email]
Pending File

BCC Mtg. Date: May 21, 2019

2018 MEMORANDUM OF AGREEMENT (MOA)
FOR PARTICIPATING ORLANDO/ORANGE
URBAN AREA SECURITY INITIATIVE (UASI) AGENCIES

This Agreement is entered into this 06 day of November, 2018, by and between the Orange County Sheriff's Office (OCSO), a political subdivision of the State of Florida, (the "Recipient") and Orange, Seminole, Brevard, Lake, Osceola, and Volusia Counties, political subdivisions of the State of Florida; all other participating counties and cities (listed in the attached appendices) of the State of Florida, collectively known as the "Orlando/Orange Urban Area (O/OUA) Participants."

RECITALS

WHEREAS, the State of Florida, Division of Emergency Management (FDEM) (hereinafter referred to as the "Division") is providing financial assistance to the O/OUA in the amount \$1,425,000.00 dollars (\$1,500,000.00 less the 5% State Management and Administration) through the FY 2018 Urban Area Security Initiative (UASI); and

WHEREAS, the OCSO is the Recipient for the O/OUA UASI Grant Program; and

WHEREAS, as the Division requires that the urban areas selected for funding take a regional metropolitan area approach to the development and implementation of the UASI Grant Program and involve core cities, core counties, contiguous jurisdictions, mutual aid partners, and State agencies; and

WHEREAS, the Urban Area has been defined as the City of Orlando, Orange, Seminole, Brevard, Lake, Volusia, and Osceola Counties; and

WHEREAS, the OCSO wishes to work with the O/OUA Participants through the Urban Area Working Group process to enhance the O/OUA and its surrounding jurisdiction's ability to prevent, protect against, respond to, and recover from acts of terrorism, or any other manmade or natural disaster;

WHEREAS, on or about the 06 of November, 2018, the OCSO entered into an agreement with the State of Florida, Division of Emergency Management (hereinafter to as the "Division") for a Federally Funded Sub grant Agreement, # 19-DS-04-06-58-02-199; CFDA Number 97.067.

NOW THEREFORE, in consideration of the foregoing, the parties here to agree as follow:

I. PURPOSE

- A. This Agreement delineates responsibilities of the OCSO and the O/OUA Participants for activities under the FY 2018 UASI Grant Program, by the Division.
- B. This Agreement serves as the Scope of Work among all Participants and the OCSO.

II. SCOPE

- A. The provisions of this Agreement apply to FY 2018 UASI activities to be performed at the request of the Division, provided at the option of the OCSO, and in conjunction with, preparation for, or in anticipation of, a major disaster or emergency related to terrorism and or weapons of mass destruction.
- B. No provision in this Agreement limits the activities of the Urban Area Working Group or its Recipient Agency in performing local and state functions.

III. DEFINITIONS

- A. Critical Infrastructure: Any system or asset that if attacked would result in catastrophic loss of life and/or catastrophic economic loss management of resources (including systems for classifying types of resources); qualifications and certification; and the collection, tracking, and reporting of incident information and incident resources.
- B. Core City: A city at the center of a metropolitan area.
- C. Core County: The county within which the core city is geographically located.
- D. Urban Area Security Initiative (UASI) Grant Program: The UASI Grant Program is intended to provide financial assistance to address the unique multi-discipline planning, organization, equipment, training, and exercise needs of high-threat, high-density Urban Areas, and to assist these Areas in building and sustaining capabilities to prevent, protect against, respond to, and recover from threats or acts of terrorism, all hazards or man-made disasters.

- E. National Incident Management System (NIMS): The NIMS provides a consistent nationwide template to enable all levels of government, tribal nations, non-governmental organizations, and private sector partners to work together to prevent, protect against, respond to, recover from, and mitigate the effects of incidents, regardless of cause, size, location, or complexity.
- F. Urban Area Working Group (UAWG): The UAWG is responsible for coordinating the development and implementation of all program initiatives. The UAWG may also support the State's efforts to develop the Stakeholder Preparedness Review, particularly as it relates to UASI activities.
- G. Orlando/Orange Urban Area (O/OUA) Executive Board: The O/OUA Executive Board is the body that oversees the management of the UAWG. The mission of the Executive Board is to improve the administration and effectiveness of the UAWG in the acquisition and use of regional resources.
- H. Orlando/Orange Urban Area (O/OUA) Administrator: The (O/OUA) Administrator shall be the Orange County Sheriff's Office.
- I. Urban Area: An Urban Area is limited to inclusion of jurisdictions contiguous to the core city and county/counties, or with which the core city or county/counties have established formal mutual aid agreements.
- J. Stakeholder Preparedness Review (SPR): The SPR is a self-assessment of a jurisdiction's current capability levels against the targets identified in the Threat and Hazard Identification and Risk Assessment (THIRA).
- K. Threat and Hazard Identification and Risk Assessment (THIRA): The THIRA is a three-step risk assessment process to help communities understand their risks and determine the level of capability they need in order to address those risks. The outputs from this process lay the foundation for determining a community's capability gaps as part of the SPR.
- L. Florida Division of Emergency Management (FDEM): The non-Federal pass-through entity that provides a subaward to a sub-recipient to carry out part of a Federal program.

IV. OCSO SHALL BE RESPONSIBLE FOR:

- A. Providing an administrative department within the OCSO, authorization to carry out the herein agreed upon responsibilities of this Memorandum of Agreement (MOA).
- B. Ensuring the participation of the following critical stakeholders in the UASI THIRA, UASI SPR, and strategy development process: law enforcement, emergency medical services, emergency management, the fire service, hazardous materials, public works, governmental administrative, public safety communications, healthcare and public health.
- C. Complying with the requirements of the 2 CFR Chapter I, Chapter II, Part 200, et al. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.
Link: <https://www.ecfr.gov/cgi-bin/retrieveECFR?gp=1&SID=e69a3dc55ea54eafecd1ac39ae614385&ty=HTML&h=L&mc=true&r=PART&n=pt2.1.200>
- D. Ensuring satisfactory progress toward the goals or objectives set forth in the grant application.
- E. Complying with all grant agreement requirements and/or special conditions.
- F. Submitting required programmatic and financial reports.

V. THE O/OUA PARTICIPANTS SHALL BE RESPONSIBLE FOR:

- A. Providing personnel who will act as the main liaison (the project manager) and partner with the OCSO, authorized to carry out the herein agreed upon responsibilities of the MOA.
- B. Tracking of their grant purchased federally funded assets via their respective internal inventory control system and attach the provided 2018 UASI inventory tag to 2018 UASI grant purchased equipment. Note: For reconciliation purposes, OCSO as Recipient will maintain and manage a grant-wide database for all federally funded assets purchased under this contract.

- C. Submitting budget detail worksheets to include approved modifications for direct purchases of equipment or services.
- D. Ensure deliverables and performance are followed on Attachment B when developing and providing quotes for allowable expenditures to OCSO.
- E. Follow Environmental Planning & Historic Preservation (EHP) compliance guidelines on Attachment C, if the project requires an EHP.
- F. Participating as a member of the UAWG to include coordinating with and assisting the O/OUA in conducting a UASI SPR and UASI THIRA, which in turn, will guide development of an Urban Area Homeland Security Strategy.
- G. Ensuring and assisting the participation of the following critical stakeholders in the UASI SPR and UASI THIRA and updating of the O/OUA strategies: law enforcement, emergency medical services, emergency management, the fire service, hazardous materials, public works, governmental administrative, public safety communications, healthcare and public health.
- H. The OCSO and O/OUA participants shall be governed by applicable State and Federal laws, rules and regulations, including those program statutes and regulations identified and outlined in Attachment D.
- I. Ensuring satisfactory progress toward the goals or objectives set forth in the grant application.
- J. Following UASI Grant Project agreement requirements and/or special conditions as provided in the FDEM agreement.
- K. Ensure that equipment obtained from the UASI Grant Program is readily available for use by personnel trained to use such equipment for actual emergencies or exercises. Also, ensure that such equipment is readily available for onsite monitoring by DHS/FEMA, FDEM, and the O/OUA. If the agency is incapable of staffing the equipment, such equipment shall be made available to another partnering agency for use during any actual emergencies or exercises. Failure to ensure equipment availability may result in loss of funding and/or equipment to the partner agency.

- L. All equipment obtained from the UASI Grant Program is the sole responsibility of the receiving agency. This includes, where applicable, maintenance, replacement, training on equipment, and insuring of equipment and personnel, and compliance with intra-agency auditing requirements.
- M. Take affirmative steps to assure that small and minority businesses, women's business enterprises, and labor surplus area firms are used whenever possible. Relevant Vendor Listing Link: http://dsbs.sba.gov/dsbs/search/dsp_dsbs.cfm
- N. Ensuring required NIMS Awareness Course(s) is/are completed by relevant personnel.
- O. Providing a signed document recognizing NIMS in principle and policy.

VI. THE OCSO AND THE O/OUA PARTICIPANTS AGREE:

- A. That funding acquired and identified for the UASI will be administered solely by the OCSO.
- B. The OCSO is not responsible for personnel salaries, benefits, workers compensation or time related issues of any participating agency personnel.
- C. OCSO and all other Participants are subdivisions as defined in Chapter 768.28, Florida Statutes, and each agree to be fully responsible for their respective acts and/or omissions of its agents or employees to the extent permitted by law. Nothing herein is intended to serve as a waiver of sovereign immunity by any participant to whom sovereign immunity may be applicable. Nothing herein shall be construed as consent by a state agency or subdivision of the State of Florida to be sued by third parties in any manner arising out of this Agreement or any other contract.
- D. For the purposes of executing the conditions established in this MOA, each Participating Agency's point of contact (POC) will be designated by each County or City in accordance with their internal policies and procedures. The OCSO or designees will remain the UASI POC.
(See Appendix A)

- E. In the event the Division determines that any funds disbursed were not spent in accordance with the conditions of the UASI Grant Agreement, the Agency that procured the item(s) in question shall be held liable for reimbursement to the OCSO of all such funds not spent in accordance with these applicable regulations and agreement provisions within thirty (30) days after notifications of said non-compliance. Notwithstanding the above, no funds shall be directly provided to O/OUA participants under this Agreement.

VII. AUDITS

- A. The OCSO and O/OUA participants shall comply with the audit requirement contained in 2 CFR Part 200, Subpart F.
- B. OCSO shall follow Generally Accepted Accounting Principles (GAAP), as defined by 2 CFR §200.49.
- C. When conducting an audit of the OCSO performance under the OCSO and FDEM agreement, FDEM shall use Generally Accepted Government Auditing Standards (GAGAS), as defined by 2 CFR §200.50.

VIII. RECORDS

- A. As required by 2 C.F.R. §200.336, the Federal awarding agency, Inspectors General, the Comptroller General of the United States, and the Division, or any of their authorized representatives, shall enjoy the right of access to any documents, papers, or other records of the OCSO and O/OUA participants which are pertinent to the Federal award, in order to make audits, examinations, excerpts, and transcripts. The right of access is not limited to the required retention period but lasts as long as the records are retained. The O/OUA participants will also give the OCSO 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.

IX. REPORTS

- A. Programmatic status reports are due within fifteen (15) days after the end of each calendar quarter. The O/OUA PARTICIPANTS (program manager) must submit a programmatic status report before the fifteen (15) days after the end of each calendar quarter.
- B. All financial commitments herein are made subject to the availability of funds and the continued mutual agreements of the participants.

X. CONDITIONS, AMENDMENTS, AND TERMINATION

- A. The O/OUA PARTICIPANTS will not illegally discriminate against any employee or applicant for employment on the grounds of race, color, religion, sex, age, or national origin in fulfilling any and all obligations under this Agreement.
- B. Any provision of this Agreement later found to be in conflict with Federal law or regulation, or invalidated by a court of competent jurisdiction, shall be considered inoperable and/or superseded by that law or regulation. Any provision found inoperable is severable from this Agreement, and the remainder of the Agreement shall remain in full force and effect.
- C. This Agreement may be modified or amended only in writing and approval by all the O/OUA PARTICIPANTS.
- D. This Agreement may be terminated by any O/OUA PARTICIPANTS on thirty (30) days written notice to the OCSO and the return of any and all equipment that has been received through the UASI Funding program.
- E. This Agreement shall be considered the full and complete agreement between the undersigned parties, and shall supersede any prior MOA among the O/OUA PARTICIPANTS, written or oral, except for any executor obligations that have not been fulfilled.
- F. This Agreement may be executed in several parts, each of which shall be considered a valid MOA, provided that each of the O/OUA PARTICIPANTS to the Agreement has executed at least one (1) original copy of the Agreement and has transmitted copy of the signature page hereof to the other O/OUA PARTICIPANTS.

G. This Agreement will end at the conclusion of the stated grant performance period of **August 31, 2020.**

H. Subcontracts: If the O/OUA PARTICIPANTS 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 O/OUA PARTICIPANTS 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, OCSO, and O/OUA PARTICIPANTS 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 O/OUA PARTICIPANTS shall document in the quarterly report the subcontractor's progress in performing its work under this Agreement.

For each subcontract, the O/OUA PARTICIPANTS shall provide a written statement to the Division as to whether that subcontractor is a minority business enterprise, as defined in 2 CFR §200.321.

RECIPIENT

BY: _____



JOHN W. MINA

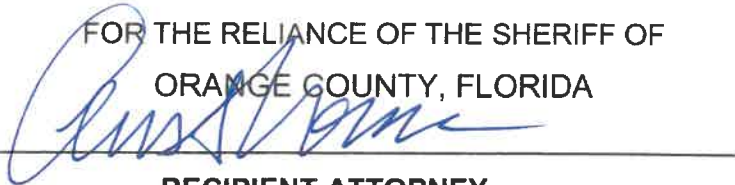
SHERIFF OF ORANGE COUNTY, FLORIDA

DATE: _____

APPROVED AS TO FORM AND LEGALITY

FOR THE RELIANCE OF THE SHERIFF OF
ORANGE COUNTY, FLORIDA

BY: _____



RECIPIENT ATTORNEY



ORANGE COUNTY, FLORIDA

By: Orange County Board of County Commissioners

By: *Burton W. Brooks*
for Jerry L. Demings
Orange County Mayor

Date: 21 May 19

ATTEST: Phil Diamond, CPA, County Comptroller
As Clerk of the Board of County Commissioners

By: *Katie Sweet*
Deputy Clerk

Signature page for **Orange County, Florida**

Appendix A

Point of Contact

Brevard County Sheriff's Office

POC: Commander James Woolsey

Address: 700 Park Ave

Email: james.woolsey@bcso.us

Brevard County Emergency Management

POC: Director Kimberly Prosser

Address: 1746 Cedar Street, Rockledge, FL 32955

Email: kimberly.prosser@brevardcounty.us

Lake County Sheriff's Office

POC: Lieutenant Ralph McDuffie

Address: 360 West Ruby Street Tavares, FL 32778

Email: Ralph.McDuffie@lcso.org

Lake County Department of Public Safety/Emergency Management Division

POC: Thomas Carpenter, Interim Emergency Management Division Manager

Address: 315 West Main Street, Suite 411 Tavares, FL 32778-7800

Email: tcarpenter@lakecountyfl.gov

Orlando Police Department

POC: Chief Orlando Rolón

Address: 100 South Hughey Avenue, Orlando, FL 32801

Email: orlando.rolon@cityoforlando.net

Orange County Emergency Management

POC: Acting Director Keith Kotch

Address: 6590 Amory Court, Winter Park, FL 32793

Email: keith.kotch@ocfl.net

Osceola County Sheriff's Office

POC: Sheriff Russ Gibson

Address: 2601 E. Irló Bronson Memorial Hwy., Kissimmee, FL 34744

Email: rgib@osceola.org

Osceola County Office of Emergency Management

POC: Director Bill Litton

Address: 2586 Partin Settlement Rd., Kissimmee, FL 34744

Email: bill.litton@osceola.org

Seminole County Sheriff's Office

POC: Captain Mark Pergola

Address: 100 Bush Blvd., Sanford, FL 32773

Email: mpergola@seminolesheriff.org

Seminole County Emergency Management

POC: Chief Administrator Alan Harris

Address: 150 Bush Blvd. Sanford, FL 32773-6179

Email: aharris@seminolecountyfl.gov

Volusia County Government/Emergency Management

POC: Director James Judge

Address: 3825 Tiger Bay Road, Ste. 102 Daytona Beach, FL 32124

Email: JJudge@Volusia.Org

Attachment A **Scope of Work**

Sub-Recipients must comply with all the requirements in 2 C.F.R. Part 200 (Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards).

Funding is provided to perform eligible activities as identified in the Domestic Homeland Security – Federal Emergency Management Agency National Preparedness Directorate Fiscal Year 2018 Homeland Security Grant Program (HSGP), consistent with the Department of Homeland Security State Strategy. Eligible activities are outlined in the Scope of Work for each category below:

I. **Issue 43 – Urban Area Security Initiative (UASI):** The UASI Program assists high-threat, high-density Urban Areas in efforts to build, sustain, and deliver the capabilities necessary to prevent, protect against, mitigate, respond to, and recover from acts of terrorism.

- **Categories and Eligible Activities**

FY 2018 allowable costs are divided into the following categories for this agreement: **Planning, Organizational, Exercise, Training, Equipment and Management and Administration.** Each category's allowable costs have been listed in the "Budget Detail Worksheet" above.

A. Allowable Planning Related Costs

SHSP funds may be used for a range of emergency preparedness and management planning activities and such as those associated with the development of the THIRA, SPR, continuity of operations plans and other planning activities that support the Goal and placing an emphasis on updating and maintaining a current EOP that conforms to the guidelines outlined in *CPG 101 v 2.0*.

- Developing hazard/threat-specific annexes that incorporate the range of prevention, protection, response, and recovery activities.
- Developing and implementing homeland security support programs and adopting DHS/FEMA national initiatives.
- Developing related terrorism and other catastrophic event prevention activities.
- Developing and enhancing plans and protocols.
- Developing or conducting assessments.
- Hiring of full-or part-time staff or contract/consultants to assist with planning activities (not for the purpose of hiring public safety personnel fulfilling traditional public safety duties).
- Materials required to conduct planning activities.
- Travel/per diem related to planning activities.
- Overtime and backfill costs (in accordance with operational Cost Guidance).
- Issuance of WHTI-compliant Tribal identification card.
- Activities to achieve planning inclusive of people with disabilities.

- Coordination with Citizen Corps Councils for public information/education and development of volunteer programs.
- Update governance structures and processes and plans for emergency communications.
- Activities to achieve planning inclusive of people with limited English proficiency

B. Allowable Organization Related Costs (SHSP and UASI Only)

Organizational activities include:

- Program management;
- Development of whole community partnerships, through groups such as Citizen Corps Councils;
- Structures and mechanisms for information sharing between the public and private sector;
- Implementing models, programs, and workforce enhancement initiatives to address ideologically-inspired radicalization to violence in the homeland;
- Tools, resources and activities that facilitate shared situational awareness between the public and private sectors;
- Operational Support;
- Utilization of standardized resource management concepts such as typing, inventorying, organizing, and tracking to facilitate the dispatch, deployment, and recovery of resources before, during, and after an incident;
- Responding to an increase in the threat level under the National Terrorism Advisory System (NTAS), or needs in resulting from a National Special Security Event; and
- Paying salaries and benefits for personnel to serve as qualified intelligence analysts.

Organizational activities under SHSP and UASI include:

- **Intelligence Analysts.** Per the *Personnel Reimbursement for Intelligence Cooperation and Enhancement (PRICE) of Homeland Security Act (Public Law 110-412)*, SHSP and UASI funds may be used to hire new staff and/or contractor positions to serve as intelligence analysts to enable information/intelligence sharing capabilities, as well as support existing intelligence analysts previously covered by SHSP or UASI funding. In order to be hired as an intelligence analyst, staff and/or contractor personnel must meet at least one of the following criteria:
 - Successfully complete training to ensure baseline proficiency in intelligence analysis and production within six months of being hired; and/or,
 - Previously served as an intelligence analyst for a minimum of two years either in a Federal intelligence agency, the military, or State and/or local law enforcement intelligence unit.

As identified in the *Maturation and Enhancement of State and Major Urban Area Fusion Centers* priority, all fusion center analytic personnel must demonstrate qualifications that meet or exceed competencies identified in the *Common Competencies for State, Local, and Tribal Intelligence Analysts*, which outlines the minimum categories of training needed for intelligence analysts. A certificate of completion of such training must be on file with the SAA and must be made available to the grantee's respective Headquarters Program Analyst upon request. In addition to these training requirements, fusion centers should also continue to mature their analytic capabilities by addressing gaps in analytic capability identified during the fusion center's annual assessment.

- **Overtime Costs.** Overtime costs are allowable for personnel to participate in information, investigative, and intelligence sharing activities specifically related to homeland security and specifically requested by a federal agency. Allowable costs are limited to overtime associated with federally requested participation in eligible activities, including anti-terrorism task forces,

Joint Terrorism Task Forces (JTTFs), Area Maritime Security Committees (as required by the Maritime Transportation Security Act of 2002), DHS Border Enforcement Security Task Forces, and Integrated Border Enforcement Teams. Grant funding can only be used in proportion to the federal man-hour estimate, and only after funding for these activities from other federal sources (i.e., FBI JTTF payments to state and local agencies) has been exhausted. Under no circumstances should DHS/FEMA grant funding be used to pay for costs already supported by funding from another federal source.

- **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. SHSP or UASI funds for organizational costs may be used to support select operational expenses associated with increased security measures at critical infrastructure sites in the following authorized categories:
 - Backfill and overtime expenses for staffing State or Major Urban Area fusion centers;
 - Hiring of contracted security for critical infrastructure sites;
 - Participation in Regional Resiliency Assessment Program (RRAP) activities;
 - Public safety overtime;
 - Title 32 or State Active Duty National Guard deployments to protect critical infrastructure sites, including all resources that are part of the standard National Guard deployment package (Note: Consumable costs, such as fuel expenses, are not allowed except as part of the standard National Guard deployment package); and
 - Increased border security activities in coordination with CBP.

SHSP or UASI funds may only be spent for operational overtime costs upon prior approval provided in writing by the FEMA Administrator per the instructions in **IB 379**.

Law Enforcement Terrorism Prevention (LETP) Activities Allowable Costs (SHSP and UASI)

LETP Activities eligible for use of LETPA focused funds include but are not limited to:

- Maturation and enhancement of designated state and major Urban Area fusion centers, including Information sharing and analysis, threat recognition, terrorist interdiction, and training/hiring of intelligence analysts;
- Coordination between fusion centers and other analytical and investigative efforts including, but not limited to Joint Terrorism Task Forces (JTTFs), Field Intelligence Groups (FIGs), High Intensity Drug Trafficking Areas (HIDTAs), Regional Information Sharing Systems (RISS) Centers, criminal intelligence units, and real-time crime analysis centers;
- Implementation and maintenance of the Nationwide SAR Initiative, including training for front line personnel on identifying and reporting suspicious activities; and
- Implementation of the "If You See Something, Say Something" campaign to raise public awareness of indicators of terrorism and terrorism-related crime and associated efforts to increase the sharing of information with public and private sector partners, including nonprofit organizations.

C. Allowable Training Related Costs (SHSP and UASI)

Allowable training-related costs under HSGP include the establishment, support, conduct, and attendance of training specifically identified under the SHSP and UASI programs and/or in conjunction with emergency preparedness training by other Federal agencies (e.g., HHS and DOT). Training conducted using HSGP funds should address a performance gap identified through an AAR/IP or other assessments (e.g., National Emergency Communications Plan NECP Goal Assessments) and contribute to building a capability that will be evaluated through a formal exercise. Any training or training gaps, including those for children, older adults, pregnant women, and individuals with

disabilities and others who also have access or functional needs, should be identified in the AAR/IP and addressed in the state or Urban Area training cycle. Sub-Recipients are encouraged to use existing training rather than developing new courses. When developing new courses, Sub-Recipients are encouraged to apply the Analysis, Design, Development, Implementation and Evaluation model of instructional design using the *Course Development Tool*.

- Overtime and backfill for emergency preparedness and response personnel attending DHS/FEMA-sponsored and approved training classes
- Overtime and backfill expenses for part-time and volunteer emergency response personnel participating in DHS/FEMA training
- Training workshops and conferences
- Activities to achieve training inclusive of people with disabilities
- Full- or part-time staff or contractors/consultants
- Travel
- Supplies associated with allowable approved training that are expended or consumed during the course of the planning and conduct of the exercise project(s)
- Instructor certification/re-certification
- Coordination with Citizen Corps Councils in conducting training exercises
- Interoperable communications training

Additional Training Information

Per DHS/FEMA Grant Programs Directorate Policy *FP 207-008-064-1, Review and Approval Requirements for Training Courses Funded Through Preparedness Grants*, issued on September 9, 2013, states, territories, Tribal entities and urban areas are no longer required to request approval from FEMA for personnel to attend non-DHS FEMA training as long as the training is coordinated with and approved by the state, territory, Tribal or Urban Area Training Point of Contact (TPOC) and falls within the FEMA mission scope and the jurisdiction's Emergency Operations Plan (EOP). The only exception to this policy is for Countering Violent Extremism courses. DHS/FEMA will conduct periodic reviews of all state, territory, and Urban Area training funded by DHS/FEMA. These reviews may include requests for all course materials and physical observation of, or participation in, the funded training. If these reviews determine that courses are outside the scope of this guidance, Sub-Recipients will be asked to repay grant funds expended in support of those efforts.

For further information on developing courses using the instructional design methodology and tools that can facilitate the process, SAAs and TPOCs are encouraged to review the *NTED Responder Training Development Center (RTDC)* website.

DHS/FEMA Provided Training. These trainings include programs or courses developed for and delivered by institutions and organizations funded by DHS/FEMA. This includes the Center for Domestic Preparedness (CDP), the Emergency Management Institute (EMI), and the National Training and Education Division's (NTED) training partner programs including, the Continuing Training Grants, the National Domestic Preparedness Consortium (NDPC) and the Rural Domestic Preparedness Consortium (RDPC).

Approved State and Federal Sponsored Course Catalogue. This catalogue lists state and Federal sponsored courses that fall within the DHS/FEMA mission scope, and have been approved through the FEMA course review and approval process. An updated version of this catalog can be accessed at: www.firstrespondertraining.gov.

Training Not Provided by DHS/FEMA. These trainings include courses that are either state sponsored or Federal sponsored (non-DHS/FEMA), coordinated and approved by the SAA or their designated TPOC, and fall within the DHS/FEMA mission scope to prepare state, local, Tribal, and

territorial personnel to prevent, protect against, mitigate, respond to, and recover from acts of terrorism or catastrophic events.

- **State Sponsored Courses.** These courses are developed for and/or delivered by institutions or organizations other than Federal entities or FEMA and are sponsored by the SAA or their designated TPOC.
- **Joint Training and Exercises with the Public and Private Sectors.** These courses are sponsored and coordinated by private sector entities to enhance public-private partnerships for training personnel to prevent, protect against, mitigate, respond to, and recover from acts of terrorism or catastrophic events. Overtime pay for first responders and emergency managers who participate in public-private training and exercises is allowable. In addition, States, territories, Tribes, and Urban Areas are encouraged to incorporate the private sector in government-sponsored training and exercises.

Additional information on both DHS/FEMA provided training and other federal and state training can be found at: www.firstrespondertraining.gov.

Training Information Reporting System (“Web-Forms”). Web-Forms is an electronic form/data management system built to assist the SAA and its designated State, territory and Tribal Training Point of Contact (TPOC). Reporting training activities through Web-Forms is not required under FY 2018 HSGP, however, the system remains available and can be accessed through the FEMA Toolkit located at <http://www.firstrespondertraining.gov/admin> in order to support grantees in their own tracking of training.

FDEM State Training Office conditions: For the purposes of this Agreement, any training course listed on the DHS approved course catalog qualifies as an authorized course. The Sub-Recipient can successfully complete an authorized course either by attending or conducting that course.

- In order to receive payment for successfully attending an authorized training course, the Sub-Recipient must provide the Division with a certificate of course completion; additionally, the Sub-Recipient must provide the Division with all receipts that document the costs incurred by the Sub-Recipient in order to attend the course.
- In order to receive payment for successfully conducting an authorized course, the Sub-Recipient must provide the Division with the course materials and a roster sign-in sheet; additionally, the Sub-Recipient must provide the Division with all receipts that document the costs incurred by the Sub-Recipient in order to conduct the course.”
- For courses that are non-DHS approved training, Sub-Recipient must request approval to conduct training through the use of the Non-TED Form and provide a copy, along with email, showing approval granted for conduct.
- For the conduct of training workshops, Sub-Recipient must provide a copy of the course materials and sign-in sheets.
- The number of participants must be a minimum of 15 in order to justify the cost of holding a course. For questions regarding adequate number of participants please contact the FDEM State Training Officer for course specific guidance. Unless the Sub-Recipient receives advance written approval from the State Training Officer for the number of participants, then the Division will reduce the amount authorized for reimbursement on a pro-rata basis for any training with less than 15 participants.
- The Sub-Recipient must include with the reimbursement package a separate copy of the page(s) from the State (and County or Regional) MYTEP reflecting the training.

D. Allowable Equipment Related Costs (SHSP and UASI)

The 21 allowable prevention, protection, mitigation, response, and recovery equipment categories and equipment standards for HSGP are listed on the web-based version of the Authorized Equipment List (AEL) on <http://www.fema.gov/authorized-equipment-list>. Unless otherwise stated, equipment must meet all mandatory regulatory and/or DHS-adopted standards to be eligible for purchase using these funds. In addition, agencies will be responsible for obtaining and maintaining all necessary certifications and licenses for the requested equipment.

Grant funds may be used for the procurement of medical countermeasures. Procurement of medical countermeasures must be conducted in collaboration with State/city/local health departments who administer Federal funds from HHS for this purpose. Procurement must have a sound threat based justification with an aim to reduce the consequences of mass casualty incidents during the first crucial hours of a response. Prior to procuring pharmaceuticals, grantees must have in place an inventory management plan to avoid large periodic variations in supplies due to coinciding purchase and expiration dates. Grantees are encouraged to enter into rotational procurement agreements with vendors and distributors. Purchases of pharmaceuticals must include a budget for the disposal of expired drugs within each fiscal year's period of performance for HSGP. The cost of disposal cannot be carried over to another FEMA grant or grant period.

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

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

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

Controlled Equipment (SHSP, UASI, and OPSG)

Grant funds may be used for the purchase of Controlled Equipment; however, because of the nature of the equipment the potential impact on the community, there are additional and specific requirements in order to acquire this equipment. Refer to IB 407a: Use of Grant Funds for Controlled Equipment.

Unallowable Costs (SHSP, UASI and OPSG)

Per FEMA policy, the purchase of weapons and weapons accessories is not allowed with HSGP.

Attachment B

Deliverables and Performance

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

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

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

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

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

equipment-list. In addition, agencies will be responsible for obtaining and maintaining all necessary certifications and licenses for the requested equipment.

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

Attachment C

Environmental Planning & Historic Preservation (EHP) Compliance Guidelines

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

- New Construction, Installation and Renovation, including but not limited to:
 - Emergency Operation Centers
 - Security Guard facilities
 - Equipment buildings (such as those accompanying communication towers)
 - Waterside Structures (such as dock houses, piers, etc.)

- Placing a repeater and/or other equipment on an existing tower
- Renovation of and modification to buildings and structures that are 50 years old or older
- Any other construction or renovation efforts that change or expand the footprint of a facility or structure including security enhancements to improve perimeter security
- Physical Security Enhancements, including but not limited to:
 - Lighting
 - Fencing
 - Closed-circuit television (CCTV) systems
 - Motion detection systems
 - Barriers, doors, gates and related security enhancements

In addition, the erection of communications towers that are included in a jurisdiction's interoperable communications plan is allowed, subject to all applicable laws, regulations, and licensing provisions. Communication tower projects must be submitted to FEMA for EHP review.

EHP DETERMINATION PROCESS

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

APPROVAL PROCESS TO FEMA

- I. Prepare a formal written Scope of Work with details outlined in the attached EHP Compliance Requirements.
- II. The Final Screening Memo should be attached to all project information sent to the Grant Programs Directorate (GPD) for an EHP regulatory compliance review.
- III. Complete the attached National Environmental Policy Act (NEPA) Compliance checklist.
- IV. Prepare maps indicating the location(s) of proposed project (Guidance provided).

- V. Take photographs of the location(s) of proposed project (Guidance provided)
- VI. Forward all documents to the SAA. All documents are then forwarded to GPD electronically via the Centralized Scheduling and Information Desk (CSID) at askcsid@dhs.gov.
- VII. CSID will send an email confirming receipt of the project description.
- VIII. FEMA Program Analyst sends notification to SAA when review is complete. SAA notifies Sub-Recipient of FEMA's final decision.
- IX. THE PROJECT MAY BEGIN ONCE FINAL FEMA APPROVAL IS RECEIVED. Grantee should incorporate sufficient time and resources into the project planning process to accommodate EHP requirements.

Grantees must receive written approval from FEMA prior to the use of grant funds for project implementation.

Attachment D
Program Statutes and Regulations

- 1) Age Discrimination Act of 1975 42 U.S.C. § 6101 *et seq.*
- 2) Americans with Disabilities Act of 1990 42 U.S.C. § 12101-12213
- 3) Chapter 473, Florida Statutes
- 4) Chapter 215, Florida Statutes
- 5) Chapter 252, Florida Statutes
- 6) Title VI of the Civil Rights Act of 1964 42 U.S.C. § 2000 *et seq.*
- 7) Title VIII of the Civil Rights Acts of 1968 42 U.S.C. § 3601 *et seq.*
- 8) Copyright notice 17 U.S.C. §§ 401 or 402
- 9) Assurances, Administrative Requirements and Cost Principles 2 C.F.R. Part 200
- 10) Debarment and Suspension Executive Orders 12549 and 12689
- 11) Drug Free Workplace Act of 1988 41 U.S.C. § 701 *et seq.*
- 12) Duplication of Benefits 2 C.F.R. Part 200, Subpart E
- 13) Energy Policy and Conservation Act 42 U.S.C. § 6201
- 14) False Claims Act and Program Fraud Civil Remedies 31 U.S.C. § 3729 also 38 U.S.C. § 3801-3812
- 15) Fly America Act of 1974 49 U.S.C. § 41102 also 49 U.S.C. § 40118
- 16) Hotel and Motel Fire Safety Act of 1990 15 U.S.C. § 2225a
- 17) Lobbying Prohibitions 31 U.S.C. § 1352
- 18) Patents and Intellectual Property Rights 35 U.S.C. § 200 *et seq.*
- 19) Procurement of Recovered Materials section 6002 of Solid Waste Disposal Act
- 20) Terrorist Financing Executive Order 13224
- 21) Title IX of the Education Amendments of 1972 (Equal Opportunity in Education Act) 20 U.S.C. § 1681 *et seq.*
- 22) Trafficking Victims Protection Act of 2000 22 U.S.C. § 7104
- 23) Rehabilitation Act of 1973 Section 504, 29 U.S.C. § 794
- 24) USA Patriot Act of 2001 18 U.S.C. § 175-172c
- 25) Whistleblower Protection Act 10 U.S.C. § 2409, 41 U.S.C. 4712, and 10 U.S.C. § 2324, 41 U.S.C. § 4304 and 4310
- 26) 53 Federal Register 8034
- 27) Rule Chapters 27P-6, 27P-11, and 27P-19, Florida Administrative Code