



## INTEROFFICE MEMORANDUM

March 31, 2023

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

THROUGH: Danny P. Banks  
Deputy County Administrator

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

CONTACT: **Lauraleigh Avery, Division Chief**  
**Office of Emergency Management**  
**PHONE NUMBER: 407-836-9151**

SUBJECT: **May 2, 2023 - Consent Agenda Item**  
2022 Memorandum of Agreement for Participating Orlando/Orange Urban  
Areas Security Initiative Agencies

In FY 2022 the Orlando/Orange Urban Area Security Initiative (UASI) region was awarded a total of \$3,610,000 (\$3,800,000 less 5% for State Management and Administration Costs) in UASI grant funds from the Homeland Security Grant Program. The UASI region is comprised of the City of Orlando, Lake, Orange, Osceola, and Seminole County agencies.

These funds will be utilized to address the unique multi-disciplinary needs of the region to prevent, protect against, respond to, and recover from threats or acts of terrorism, hazards or man-made disasters. Such efforts entail planning, organizing, procurement of equipment, training and exercise needs of high-threat and high-density urban areas.

The Florida Division of Emergency Management as recipient and the Orange County Sheriff's Office (OCSO) as sub-recipient entered into a contract on December 27, 2022. The contract established OCSO as its administrator with the responsibility to comply with the Federally Funded 2022 UASI Grant Guidance.

The UASI agreement requires signatures by all participating agencies and there is no cost to Orange County.

The agreement has been reviewed by the participating agencies, as well as the Orange County Attorney's Office.

**ACTION REQUESTED: Approval and execution of 2022 Memorandum of Agreement for participating Orlando/Orange Urban Area Security Initiative Agencies. There is no cost to the County**

attachments  
c: Byron W. Brooks, AICP, County Administrator

BCC Mtg. Date: May 02, 2023

**2022 MEMORANDUM OF AGREEMENT**  
**FOR PARTICIPATING ORLANDO/ORANGE**  
**URBAN AREA SECURITY INITIATIVE AGENCIES**

This Memorandum of Agreement (hereinafter referred to as MOA) is entered into this 27 day of December, 2022, by and between the Orange County Sheriff's Office (hereinafter referred to as OCSO), a political subdivision of the State of Florida, and Orange, Seminole, Lake, and Osceola 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 (hereinafter referred to as 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 \$3,610,000.00 dollars (\$3,800,000.00 less the 5% State Management and Administration) through the FY 2022 Urban Area Security Initiative (hereinafter referred to as UASI);

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

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;

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

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; and

WHEREAS, on or about the 27 of December, 2022, the OCSO entered into an agreement with the Division for a Federally Funded Sub grant Agreement, #R0591; CFDA Number 97.067.

NOW THEREFORE, in consideration of the foregoing, the parties hereto agree as follows:

## **I. PURPOSE**

- A. This Agreement delineates responsibilities of the OCSO and the O/OUA Participants for activities under the FY 2022 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 2022 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) Administrator: The (O/OUA) Administrator shall be the Orange County Sheriff's Office.
- H. 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.
- I. 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).
- J. 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.
- K. 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 authorized to carry out the herein agreed upon responsibilities of this 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:  
2 CFR Chapter I, Chapter II, Part 200, et al. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards
- 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 2022 UASI inventory tag to 2022 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](#)
- 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 O/OUA 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 MOA or any other contract.
- D. For the purposes of executing the conditions established in this MOA, each O/OUA Participants' point of contact (hereinafter referred to as POC) will be designated by each O/OUA Participant in accordance with their internal policies and procedures. The OCSO or designees will remain the UASI POC. (See Attachment 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 O/OUA Participant that procured the item(s) in question shall reimburse the OCSO for all such funds within thirty (30) days after being notified 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, 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 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 MOA.
- B. Any provision of this MOA 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 MOA, and the remainder of the MOA shall remain in full force and effect.
- C. This MOA may be modified or amended only in writing and upon approval of all the parties hereto.

D. This MOA may be terminated by any O/OUA Participant upon thirty (30) days prior written notice to the OCSO and the return of any and all equipment that has been received through the UASI Funding program.

E. This MOA 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 MOA 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 MOA has executed at least one (1) original copy of the MOA and has transmitted copy of the signature page hereof to the other O/OUA Participants.

G. This MOA will end at the conclusion of the stated grant performance period of **March 31, 2024.**

H. Subcontracts: If an O/OUA Participant subcontracts any of the work required under this MOA, 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 agree to include in the subcontract that (i) the subcontractor is bound by the terms of this MOA, (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 MOA, 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 MOA.

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: \_\_\_\_\_

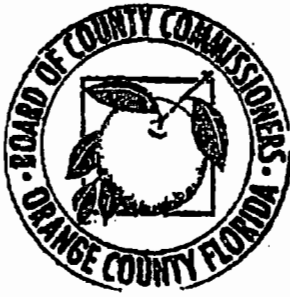
APPROVED AS TO FORM AND LEGALITY

FOR THE RELIANCE OF THE SHERIFF OF

ORANGE COUNTY, FLORIDA

BY: \_\_\_\_\_

RECIPIENT ATTORNEY



**ORANGE COUNTY, FLORIDA**

By: Orange County Board of County Commissioners

By: *Jerry L. Demings*  
for Jerry L. Demings  
Orange County Mayor

Date: May 02, 2023


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

By: *Jennifer Jan-King*  
Deputy Clerk

Signature page for Orange County, Florida

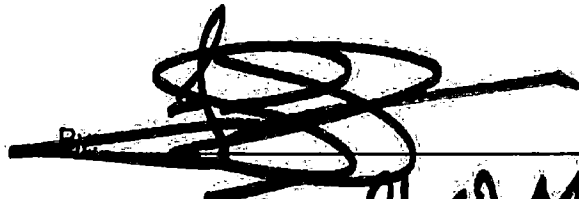
PARTICIPATING AGENCY  
The City of Altamonte Springs, a Municipal  
Corporation of the State of Florida

ATTEST:



Typed Name: Amanda Phillips

Title: Admin. Director

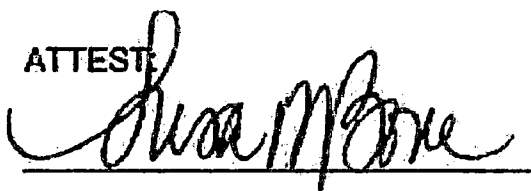
  
Typed Name: Frank W. Mulet  
Title: City Manager

APPROVED AS TO FORM AND LEGALITY

  
Participating Agency Attorney

PARTICIPATING AGENCY  
City of Apopka, a Municipal  
Corporation of the State of Florida

ATTEST



Typed Name: Susan M. Bone,  
City Clerk

By: 

Typed Name: Bryan Nelson  
Mayor

APPROVED AS TO FORM AND LEGALITY



Participating Agency Attorney

PARTICIPATING AGENCY  
**The City of Orlando, a Municipal  
Corporation of the State of Florida**

ATTEST:

Smith

By: Buddy Dyer

Typed Name: Stephanie Herdovia

Typed Name: Buddy Dyer

Title: City Clerk

Title: Mayor

By: Eric D. Smith

Typed Name: Eric D. Smith

Title: Chief of Police

APPROVED AS TO FORM AND LEGALITY

Participating Agency Attorney

Signature page for **The City of Orlando**

City Council Meeting: 2-20-2023  
Item: H-1 Documentary: 230220401

PARTICIPATING AGENCY  
**Lake County Sheriff's Office,**  
A Political Subdivision of the State  
of Florida

ATTEST:

Kerry R. Menden

Typed Name: Kerry R. Menden

Title: Director of Administration

By: Peyton C. Grinnell

Typed Name: Peyton C. Grinnell

Title: Sheriff



APPROVED AS TO FORM AND LEGALITY

Participating Agency Attorney

Signature page for **Lake County Sheriff's Office**



2023 MEMORANDUM OF AGREEMENT ORLANDO/ORANGE USAI

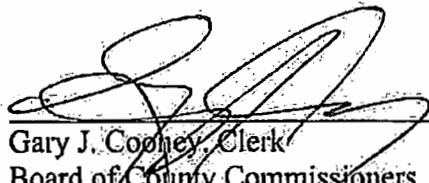
BOARD OF COUNTY COMMISSIONERS  
LAKE COUNTY, FLORIDA



Kirby Smith, Chairman

This 12<sup>th</sup> day of March, 2023


ATTEST:



Gary J. Cooney, Clerk  
Board of County Commissioners  
of Lake County, Florida



Approved as to form and legality:



Melanie Marsh  
County Attorney

PARTICIPATING AGENCY  
The City of Maitland, a Municipal  
Corporation of the State of Florida

ATTEST:

Lori Hollingsworth

Typed Name: Lori Hollingsworth

Title: City Clerk

By:

Mark Regentin

Typed Name:

Mark Regentin

Title:

City Manager

APPROVED AS TO FORM AND LEGALITY

[Signature]

Participating Agency Attorney

Signature page for The City of Maitland

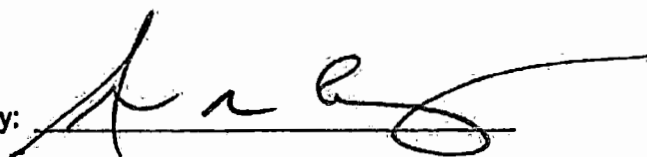
PARTICIPATING AGENCY  
Osceola County Sheriff's Office,  
A Political Subdivision of the State  
of Florida

ATTEST:



Typed Name: Alex Cacal

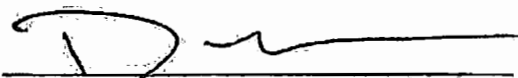
Title: Assistant General Counsel

By: 

Typed Name: Marcia R. Lopez

Title: Sheriff

APPROVED AS TO FORM AND LEGALITY

  
Participating Agency Attorney

PARTICIPATING AGENCY  
**Osceola County BCC,**  
A Political Subdivision of the State  
of Florida

ATTEST:

Allison Seibel

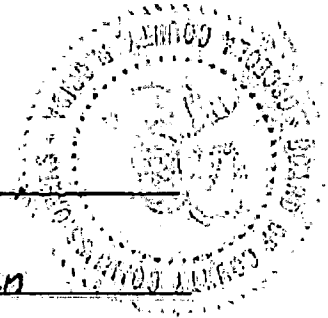
Typed Name: Allison Seibel

Title: Deputy Clerk of the Board

By: Viviana Janer

Title  
Typed Name: Chairwoman

NAME  
Title: Viviana Janer



APPROVED AS TO FORM AND LEGALITY

[Signature]

Participating Agency Attorney

PARTICIPATING AGENCY  
**Seminole County Sheriff's Office,**  
A Political Subdivision of the State  
of Florida

ATTEST:

Dennis M. Lemma By: Nicole Nelson

Typed Name: Dennis M. Lemma

Typed Name: Nicole Nelson

Title: Sheriff

Title: Sr. Executive Assistant

APPROVED AS TO FORM AND LEGALITY

Nancy J. [Signature]  
Participating Agency Attorney

**PARTICIPATING AGENCY**

**Seminole County BCC,**

**A Political Subdivision of the State  
of Florida**

ATTEST:

Typed Name: **GRANT MALOY**  
Clerk to the Board of  
County Commissioners of  
Seminole County, Florida.

By:

Typed Name: **AMY LOCKHART**  
Chairman  
Board of County Commissioners  
Seminole County, Florida

**APPROVED AS TO FORM AND LEGALITY**

  
Participating Agency Attorney


As authorized for execution by the  
Board of County Commissioners at its  
February 14, 2023, regular meeting.

Signature page for **Seminole County BCC**

Signature page for **Seminole County BCC**


PARTICIPATING AGENCY  
**City of St. Cloud**, a Municipal  
Corporation of the State of Florida

ATTEST:

DocuSigned by:  
  
0198C7328C0B43A...

Typed Name: Ivy DeLaCruz

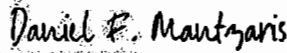
Title: City Clerk

DocuSigned by:  
  
133827F2131B4E0...

By: Veronica Miller

Typed Name: Veronica Miller

APPROVED AS TO FORM AND LEGALITY

DocuSigned by:  
  
0EC64106006D40B  
Participating Agency Attorney

PARTICIPATING AGENCY  
**City of Winter Park**, a Municipal  
Corporation of the State of Florida

ATTEST:

Rene Cranis

By: Phil Anderson

Typed Name: Rene Cranis

Typed Name: Phil Anderson

Title: city clerk

Title: Mayor

APPROVED AS TO FORM AND LEGALITY

Erin DeYoung  
Participating Agency Attorney



**Attachment A**  
**Point of Contact**

**Altamonte Springs Police Department**

**POC:** Chief James F. Riggs

**Address:** 225 Newburyport Avenue, Altamonte Springs, FL 32701

**Email:** [jriggs@altamonte.org](mailto:jriggs@altamonte.org)

**Apopka Police Department**

**POC:** Chief Mike McKinley

**Address:** 112 East Sixth Street, Apopka, FL 32703

**Email:** [mmckinley@apopka.net](mailto:mmckinley@apopka.net)

**Lake County Sheriff's Office**

**POC:** Sheriff Peyton C. Grinnell

**Address:** 360 West Ruby Street, Tavares, FL 32778

**Email:** [peyton.grinnell@lcso.org](mailto:peyton.grinnell@lcso.org)

**Lake County Department of Public Safety/Emergency Management Division**

**POC:** Megan Milanese, Director

**Address:** 425 W. Alfred Street, Tavares, FL 32778-7800

**Email:** [mmilanese@lakecountyfl.gov](mailto:mmilanese@lakecountyfl.gov)

**Maitland Police Department**

**POC:** Chief David Manuel

**Address:** 1837 Fennell Street, Maitland, FL 32751

**Email:** [dmanuel@maitlandpd.org](mailto:dmanuel@maitlandpd.org)

**Orlando Police Department**

**POC:** Chief Eric D. Smith

**Address:** 100 South Hughey Avenue, Orlando, FL 32801

**Email:** [eric.smith@cityoforlando.net](mailto:eric.smith@cityoforlando.net)

**Orange County Emergency Management**

**POC:** Chief Lauraleigh Avery, Emergency Manager

**Address:** 6590 Amory Court, Winter Park, FL 32793

**Email:** [Lauraleigh.Avery@ocfl.net](mailto:Lauraleigh.Avery@ocfl.net)

**Osceola County Sheriff's Office**

**POC:** Sheriff Marcos R. Lopez

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

**Email:** [mlopez@osceola.org](mailto:mlopez@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](mailto:bill.litton@osceola.org)

**Seminole County Sheriff's Office**

**POC:** Captain Mark Pergola

**Address:** 100 Bush Blvd., Sanford, FL 32773

**Email:** [mpergola@seminolesheriff.org](mailto:mpergola@seminolesheriff.org)

**Seminole County Emergency Management****POC:** Chief Administrator Alan Harris**Address:** 150 Bush Blvd. Sanford, FL 32773-6179**Email:** [aharris@seminolecountyfl.gov](mailto:aharris@seminolecountyfl.gov)**St. Cloud Police Department****POC:** Chief Douglas A. Goerke**Address:** 4700 Neptune Road, St. Cloud, FL 34769**Email:** [douglas.goerke@stcloud.org](mailto:douglas.goerke@stcloud.org)**Winter Park Police Department****POC:** Chief Tim Volkerson**Address:** 500 North Virginia Avenue, Winter Park, FL 32789**Email:** [tvolkerson@cityofwinterpark.org](mailto:tvolkerson@cityofwinterpark.org)

## **Attachment B**

### **Deliverables and Performance**

**State Homeland Security Program (HSGP):** HSGP 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](http://www.fema.gov/pdf/about/divisions/npd/CPG_101_V2.pdf) or grant guidance (Notice of Funding Opportunity). For the purposes of this Agreement, any planning activity such as those associated with the Threat and Hazard identification and Risk Analysis (THIRA), State Preparedness Report (SPR), and other planning activities that support the National Preparedness Goal (NPG) and place an emphasis on updating and maintaining a current Emergency Operations Plan (EOP) are eligible. The Sub-Recipient can successfully complete a planning activity either by creating or updating such plan(s).

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

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

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

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

**Attachment C**  
**Environmental Planning & Historic Preservation (EHP) Compliance Guidelines**

**ENVIRONMENTAL PLANNING & HISTORIC PRESERVATION (EHP) COMPLIANCE GUIDELINES**

The following types of projects are to be submitted to FEMA for compliance review under Federal Environmental Planning and Historic Preservation (EHP) laws and requirements prior to initiation of the project:

- New Construction, Installation and Renovation, including but not limited to:
  - Emergency Operation Centers
  - Security Guard facilities
  - Equipment buildings (such as those accompanying communication towers)
  - Waterside Structures (such as dock houses, piers, etc.)
- Placing a repeater and/or other equipment on an existing tower
- Renovation of and modification to buildings and structures that are 50 years old or older
- Any other construction or renovation efforts that change or expand the footprint of a facility or structure including security enhancements to improve perimeter security
- Physical Security Enhancements, including but not limited to:
  - Lighting
  - Fencing
  - Closed-circuit television (CCTV) systems
  - Motion detection systems
  - Barriers, doors, gates and related security enhancements

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

**EHP DETERMINATION PROCESS**

- I. Submit the Final Screening Memo to the SAA for review prior to funds being expended.
- II. The SAA will review and notify the Sub-Recipient of its decision. The grantee should incorporate sufficient time and resources into the project planning process to accommodate EHP requirements.
- III. **THE PROJECT MAY NOT BEGIN UNTIL FINAL FEMA APPROVAL IS RECEIVED.**

**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, Cost Principles, Representations and Certifications  
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. § 3729-3733 also 31 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