

**MEMORANDUM OF AGREEMENT**  
**PROGRAM TO PREPARE COMMUNITIES FOR COMPLEX COORDINATED**  
**TERROR ATTACKS GRANT PROGRAM 2016**  
**“City of Delray Beach”**

Grant Number: EMW-2016-GR-00097

Agreement Number: EMW-2016-GR-00097-S01

CFDA #: 97.133

This Agreement is entered into this \_\_\_\_ day of \_\_\_\_\_, 2019, by and between the City of Miami, a municipal corporation of the State of Florida, (the “Sponsoring Agency”) and the City of Delray Beach, (the “Participating Agency”).

**RECITALS**

WHEREAS, the U.S. Department of Homeland Security (USDHS) is providing financial assistance to the Miami regional area in the amount \$723,260 dollars through the Preparing Communities for Complex Coordinated Terrorist Attacks (CCTA) Grant Program 2016; and

WHEREAS, the Sponsoring Agency is the coordinating agent for the Miami CCTA Grant Program 2016; and

WHEREAS, as the USDHS requires that the applicant selected for funding take a whole community approach to the development and implementation of the CCTA Grant Program 2016 and should aim to include individuals and communities, the private and nonprofit sectors, faith-based organizations, and all levels of government (local, regional/metropolitan, state, tribal, territorial, insular area, and Federal); and

WHEREAS, the 2016 CCTA Urban Area has been defined Miami and Ft. Lauderdale collectively and anticipates sub-granting a portion of the CCTA funds in accordance with the grant requirements; and

WHEREAS, the City Commission, by Resolution No. R-19-0038, adopted on January 24, 2019, has authorized the City Manager to enter into this Agreement with each participating agency on behalf of the City of Miami; and

WHEREAS, the Sponsoring Agency wishes to work with the participating agencies and the Southeast Regional Domestic Security Task Force (SERDSTF) to focus on developing regional partnerships intended to strengthen the capacity for building and sustaining capabilities specific to identifying gaps, planning, training, and exercising associated with preparing for, preventing, and responding to a complex coordinated terrorist attack.

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

### **I. PURPOSE**

- A. This Agreement delineates responsibilities of the Sponsoring Agency and the Participating Agencies for activities under the CCTA Grant Program 2016 which was made available by the U.S. Department of Homeland Security.
- B. This Agreement serves as the Scope of Work between the Participating Agency and the Sponsoring Agency.

### **II. SCOPE**

- A. The provisions of this Agreement apply to CCTA Grant Program 2016 activities to be performed at the request of the federal government, provided at the option of the Sponsoring Agency, and in conjunction with, preparation for, or in anticipation of, a major disaster or emergency related to complex coordinated terror attacks.
- B. No provision in this Agreement limits the activities of the Sponsoring 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 County: The County within which the core city is geographically located. The core city is the City of Miami.
- C. CCTA Grant Program 2016: The CCTA Grant Program 2016 reflects the intent of Congress and the Administration to enhance and quantify the preparedness of the nation to combat terrorism and continues to address the unique planning, training and exercise needs of large high threat urban areas, and program activities must involve coordination by the identified core city, core county/counties, and the Regional Domestic Security Task Force. Funding for the CCTA Grant Program 2016 was appropriated by U.S. Congress and is authorized by Section 102(b)(2) of the Homeland Security Act of 2002, as amended (Pub. L. No. 107- 296) and Section 543 of the Department of Homeland Security Appropriations Act, 2016 (Pub. L. No. 114-113). The funding will provide assistance to improve the region's ability to prepare for, prevent, and respond to complex coordinated terrorist attacks in collaboration with the whole community.

- D. National Incident Management System (NIMS): This system will provide a consistent nationwide approach for federal, state, and local governments to work effectively and efficiently together to prepare for, respond to, and recover from domestic incidents, regardless of cause, size, or complexity. To provide for interoperability and compatibility among Federal, State, and local capabilities, the NIMS will include a core set of concepts, principles, terminology, and technologies covering the incident command system; multi-agency coordination systems; unified command and training.

#### **IV. SPONSORING AGENCY SHALL BE RESPONSIBLE FOR:**

- A. Providing an administrative department, which shall be the City of Miami Fire-Rescue Department, authorized to carry out the herein agreed upon responsibilities of the Sponsoring Agency.
- B. Coordinating with named counties and cities and with USDHS.
- C. Conducting a comprehensive Regional Gap Analysis, which will in turn guide the development of the regionwide full scale exercise.
- D. Ensuring the participation of the following critical players in the assessment process: law enforcement, emergency medical services, emergency management, the fire service, hazardous materials, public works, governmental administrative, public safety communications, healthcare and public health.
- E. Complying with the requirements or statutory objectives of federal law as stipulated in "Exhibit #1".
- F. Ensuring satisfactory progress toward the goals or objectives stipulated in "Exhibit #1".
- G. Following grant agreement requirements and/or special conditions as stipulated in "Exhibit #1".
- H. Submitting required reports.

#### **V. THE PARTICIPATING AGENCIES SHALL BE RESPONSIBLE FOR:**

- A. Providing an administrative department, which shall be the main liaison and partner with the City of Miami Fire-Rescue Department, authorized to carry out the herein agreed upon responsibilities of the Sponsoring Agency.
- B. Participating Agencies and any sub-grantees must abide by the grant requirements including budget authorizations, required accounting and reporting expenditures, proper use of funds, and tracking of assets as stipulated in "Exhibit #1".

- C. Submitting quarterly reports to the City of Miami detailing the progress of projects to include direct purchases of equipment or services as stipulated in "Exhibit #1".
- D. Complying with all CCTA Grant Program 2016 requirements as stipulated in "Exhibit #1".
- E. Participating as a member of the CCTA Grant Program to include coordinating with and assisting the City of Miami in conducting a comprehensive Regionwide Gap Analysis, which in turn will guide development of the Regionwide Full Scale Exercise.
- F. Ensuring the participation of the following critical players in the gap analysis 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.
- G. Assisting the sponsoring agency in development of a Regionwide Gap Analysis.
- H. Complying with the requirements or statutory objectives of federal law as stipulated in "Exhibit #1".
- I. Ensuring satisfactory progress toward the goals or objectives as stipulated in "Exhibit #1".
- J. Submitting required reports as prescribed by the Sponsoring Agency as stipulated in "Exhibit #1".

#### **VI. THE SPONSORING AGENCY AND THE PARTICIPATING AGENCY AGREE:**

- A. That funding acquired and identified for the CCTA Grant Program will be administered solely by the Sponsoring Agency.
- B. The Participating Agencies will provide financial and performance reports to the sponsoring agency in a timely fashion. The Sponsoring Agency will prepare consolidated reports for submission to the USDHS as stipulated in "Exhibit 1".
- C. The Sponsoring Agency is not responsible for personnel salaries, benefits, workers compensation or time related issues of the Participating Agency personnel.
- D. The Sponsoring Agency and Participating Agency are subdivisions as defined in Section 768.28, Florida Statutes, and each party agrees to be fully responsible for the respective acts and 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 party to which sovereign immunity may be applicable. Nothing herein

shall be construed as consent by a municipality, 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.

- E. This is a reimbursement grant that requires the Participating Agencies to purchase, receive, and pay invoices in full for equipment, services, and allowable personnel costs PRIOR to submitting the same for reimbursement to the Sponsoring Agency.

## **VII. FINANCIAL AGREEMENTS**

- A. Financial and Compliance Audit Report: Recipients that expend \$300,000 or more of Federal funds during their fiscal year are required to submit an organization-wide financial and compliance audit report. The audit must be performed in accordance with the U.S. General Accounting Office Government Auditing Standards and 2 CFR 200.
- B. The Secretary of Homeland Security and the Comptroller General of the United States shall have access to any books, documents, and records of recipients of CCTA Grant Program 2016 assistance for audit and examination purposes, provided that, in the opinion of the Secretary of Homeland Security or the Comptroller General, these documents are related to the receipt or use of such assistance. The grantee will also 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.
- C. Financial Status Reports are due within 14 days after the end of each calendar quarter. A report must be submitted for every quarter that the award is active, including partial calendar quarters, as well as for periods where no grant activity occurs as stipulated in "Exhibit 1".
- D. Submit progress reports to describe progress to date in implementing the grant and its impact on homeland security in the state.
- E. All financial commitments herein are made subject to the availability of funds and the continued mutual agreements of the parties as identified in "Exhibit 2".

## **VIII. CONDITIONS, AMENDMENTS, AND TERMINATION**

- A. The Participating Agency 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 terminated by either party on thirty (30) days written notice to the other party at the address furnished by the parties to one another to receive notices under this agreement or if no address is specified, to the address of the parties' signatory executing this contract.
- D. This Agreement shall be considered the full and complete agreement between the undersigned parties, and shall supersede any prior Memorandum of Agreement among the parties, written or oral, except for any executory obligations that have not been fulfilled.
- E. This Agreement will end on **September 30, 2019**, unless otherwise extended, by a written amendment duly approved and executed prior to September 30, 2019, unless otherwise extended, at which time the parties may agree to renew the association. Renewal will be based on evaluation of the Sponsoring Agency's ability to conform to procedures, training and equipment standards as prescribed by the grant.

**SPONSORING AGENCY**

THE CITY OF MIAMI, a municipal  
Corporation of the State of Florida

ATTEST:

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

Todd B. Hannon  
City Clerk

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

Emilio Gonzalez, Ph.D.  
City Manager

APPROVED AS TO FORM AND  
CORRECTNESS:

APPROVED AS TO INSURANCE  
REQUIREMENTS:

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

Victoria Méndez  
City Attorney

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

Ann-Marie Sharpe, Director  
Department of Risk Management

ATTEST:

**PARTICIPATING AGENCY**  
**"City of Delray Beach"**

By: \_\_\_\_\_  
Katerri Johnson  
City Clerk

By: \_\_\_\_\_  
Shelly Petrolia  
Mayor

APPROVED AS TO FORM AND  
CORRECTNESS:

By: \_\_\_\_\_  
Lynn Gelin  
City Attorney