

FY 2025 URBAN AREA SECURITY INITIATIVE AGREEMENT
FOR PARTICIPATING ORLANDO/ORANGE
URBAN AREA SECURITY INITIATIVE AGENCIES

This AGREEMENT is entered into by and between the Orange County Sheriff's Office ("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 Participants ("O/OUA Participants").

RECITALS

WHEREAS, the State of Florida, Division of Emergency Management (FDEM) (the "Division"), is providing financial assistance to the O/OUA in the amount \$6,280,715.00 dollars (\$6,611,279.00 less the 5% State Management and Administration) through the FY 2025 Urban Area Security Initiative ("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 _____ of _____, 2026, the OCSO entered into an agreement with the Division for a Federally Funded Sub grant Agreement, #R1376; Assistance Listings Number and Title: 97.067-Homeland Security Grant Program.

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 2025 UASI Grant Program, by the Division.
- B. This Agreement serves as the Scope of Work among all Participants and the OCSO.
- C. This agreement shall be effective for purposes of activities related to the FY 2025 UASI Grant Program on September 1, 2025, regardless of date of execution.

II. SCOPE

- A. The provisions of this Agreement apply to FY 2025 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.
- 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 AGREEMENT.
- 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 AGREEMENT.
- B. Tracking of their grant purchased federally funded assets via their respective internal inventory control system and attach the provided 2025 UASI inventory tag to 2025 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.
- 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 AGREEMENT or any other contract.
- D. For the purposes of executing the conditions established in this AGREEMENT, each O/OUA Participant's point of contact ("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 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 upon approval of all the parties hereto.

D. This AGREEMENT 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 AGREEMENT shall be considered the full and complete agreement between the undersigned parties, and shall supersede any prior AGREEMENT 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 AGREEMENT, 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 **March 31, 2028.**

H. Subcontracts: If an O/OUA Participant 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 agree 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.

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SIGNATURE PAGES TO FOLLOW]

Signature page for **Recipient, The Orange County Sheriff's Office**

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

Signature page for **Orange County, Florida** (BCC)

ORANGE COUNTY, FLORIDA

By: Orange County Board of County Commissioners

By: _____
Jerry L. Demings
Orange County Mayor

Date: _____

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

By: _____
Deputy Clerk

Signature page for **The City of Clermont**

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

ATTEST:

By: _____

Typed Name: _____

Typed Name: _____

Title: _____

Title: _____

APPROVED AS TO FORM AND LEGALITY

Participating Agency Attorney

Signature page for **Central Florida Disaster Medical Coalition**

PARTICIPATING AGENCY

Central Florida Disaster Medical Coalition

A 501(c)(3) not-for-profit organization of the State of Florida

ATTEST:

By: _____

Typed Name: _____

Typed Name: _____

Title: _____

Title: _____

APPROVED AS TO FORM AND LEGALITY

Participating Agency Attorney

Signature page for **The City of Kissimmee**

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

ATTEST:

By: _____

Typed Name: _____

Typed Name: _____

Title: _____

Title: _____

APPROVED AS TO FORM AND LEGALITY

Participating Agency Attorney

Signature page for **The City of Oakland**

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

ATTEST:

By: _____

Typed Name: _____

Typed Name: _____

Title: _____

Title: _____

APPROVED AS TO FORM AND LEGALITY

Participating Agency Attorney

Signature page for **The City of Orlando**

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

ATTEST:

By: _____

Typed Name: _____

Typed Name: _____

Title: _____

Title: _____

APPROVED AS TO FORM AND LEGALITY

Participating Agency Attorney

Signature page for **The University of Central Florida**

PARTICIPATING AGENCY
University of Central Florida, a Public Body Corporate
of the State of Florida

ATTEST:

By: _____

Typed Name: _____

Typed Name: _____

Title: _____

Title: _____

APPROVED AS TO FORM AND LEGALITY

Participating Agency Attorney

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

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

ATTEST:

By: _____

Typed Name: _____

Typed Name: _____

Title: _____

Title: _____

APPROVED AS TO FORM AND LEGALITY

Participating Agency Attorney

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

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

ATTEST:

By: _____

Typed Name: _____

Typed Name: _____

Title: _____

Title: _____

APPROVED AS TO FORM AND LEGALITY

Participating Agency Attorney

Signature page for **Seminole County (BCC)**

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

ATTEST:

By: _____

Typed Name: _____

Typed Name: _____

Title: _____

Title: _____

APPROVED AS TO FORM AND LEGALITY

Participating Agency Attorney

Signature page for **Osceola County (BCC)**

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

ATTEST:

By: _____

Typed Name: _____

Typed Name: _____

Title: _____

Title: _____

APPROVED AS TO FORM AND LEGALITY

Participating Agency Attorney

Signature page for **Orange County Supervisor of Elections**

PARTICIPATING AGENCY
Orange County Supervisor of Elections,
A Political Subdivision of the State of Florida

ATTEST:

By: _____

Typed Name: _____

Typed Name: _____

Title: _____

Title: _____

APPROVED AS TO FORM AND LEGALITY

Participating Agency Attorney

Attachment A
Points of Contact

Central Florida Disaster Medical Coalition

POC: Executive Director Lynne Drawdy
Address: P.O. Box 560610, Orlando, FL. 32856
Email: info@centralfladisaster.org

Clermont Police Department

POC: Chief John Graczyk
Address: 3600 South US Hwy 27, Clermont, FL 34711
Email : jgraczyk@clermontfl.org

Kissimmee Police Department

POC: Chief Charles Broadway
Address: 8 North Stewart Avenue, Kissimmee, FL 34741
Email : charles.broadway@kissimmee.gov

Oakland Police Department

POC: Chief Darron Esan
Address: 540 E Oakland Av., Oakland, FL. 34760
Email: desan@oaklandpd.com

Orlando Fire Department

POC: Chief Shannon Teamer
Address: 78 W. Central Blvd., Orlando, FL 32801
Email: jason.revoldt@orlando.gov

Orlando Police Department

POC: Chief Eric D. Smith
Address: 1250 W. South St., Orlando, FL 32805
Email: eric.smith@orlando.gov

Orange County Emergency Management

POC: Director Carlos Durden
Address: 6590 Amory Court, Winter Park, FL 32792
Email: Carlos.durden@ocfl.net

Orange County Supervisor of Elections

POC: Chief Information Officer Daniel Reis
Address: 119 W. Kaley St., Orlando, FL 32806
Email: daniel.reis@ocfelections.gov

Osceola County Office of Emergency Management

POC: Director Bill Litton
Address: 2586 Partin Settlement Rd., Kissimmee, FL 34744
Email: bill.litton@osceola.org

Osceola County Sheriff's Office

POC: Sheriff Christopher Blackmon
Address: 2601 E. Irlo Bronson Memorial Hwy., Kissimmee, FL 34744
Email: chris.blackmon@osceolasheriff.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: Director Alan Harris
Address: 150 Eslinger Way Sanford, FL 32773-6179
Email: aharris@seminolecountyfl.gov

University of Central Florida Police Department

POC: Chief Robin Griffin-Kitzerow
Address: 3610 Libra Drive., Orlando, FL 32816
Email: robin.griffin-kitzerow@ucf.edu

Attachment B

Deliverables and Performance

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 Stakeholders Preparedness Review (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, FDEM shall reimburse the Subrecipient 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), Stakeholders 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 Subrecipient can successfully complete a planning activity either by creating or updating such plan(s).

Organization Deliverable: Subject to the funding limitations of this Agreement, FDEM shall reimburse the Subrecipient for the actual eligible costs for contracted security personnel.

Equipment Deliverable: Subject to the funding limitations of this Agreement, FDEM shall reimburse the Subrecipient for the actual cost of purchasing an item identified in the approved Investment Justification 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. In addition, agencies shall be responsible for obtaining and maintaining all necessary certifications and licenses for the requested equipment.

Training Deliverable: Subject to the funding limitations of this Agreement, FDEM shall reimburse the Subrecipient for the actual cost of successfully completing a training course listed on the Department of Homeland Security (DHS) approved course catalog. The DHS course catalog is available online. For the purposes of this Agreement, any training course listed on the DHS approved course catalog qualifies as an authorized course. The Subrecipient can successfully complete an authorized course either by attending or conducting that course.

Exercise Deliverable: Subject to the funding limitations of this Agreement, FDEM shall reimburse the Subrecipient 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 Integrated Preparedness Plan (IPP), and B) County or Regional TEP for the region in which the Subrecipient is geographically located. Information related to TEPs and HSEEP compliance can be found online at: <https://www.fema.gov/emergency-managers/national-preparedness/exercises/hseep>. For the purposes of this Agreement, any security-related exercise which is compliant with HSEEP standards and contained in the State of Florida IPP qualifies as an authorized exercise. The Subrecipient can successfully complete an authorized exercise either by attending or conducting that exercise.

Management & Administration Deliverable: Subject to the funding limitations of this Agreement, FDEM shall reimburse the Subrecipient for the actual cost of successfully completing a planning initiative that is in line with Attachment B (Scope of Work) and also with guidance outline in FY 2025 NSGP Notice of Funding Opportunity (NOFO).

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 shall be submitted to FEMA for EHP review.

Some training and exercise activities require Environmental and Historic Preservation (EHP) Review, including exercises, drills or trainings that require any type of land, water, or vegetation disturbance or building of temporary structures or that are not located at facilities designed to conduct training and exercises. A thorough, detailed description of projects listed under these categories shall be required in order to determine allowability. Additional information on training requirements and EHP review can be found online at Environmental & Historic Preservation Guidance for FEMA Grant Applications | FEMA.gov.

EHP SCREENING FORM SUBMISSION

- I. For projects requiring EHP review, the Subrecipient shall submit the EHP Screening Form to the State Administrative Agency (SAA) for review prior to funds being expended.
- II. The SAA POC shall forward EHP Screening Forms to DHS/FEMA for review and approval.
- III. Subrecipient's shall receive written approval from the SAA prior to the use of grant funds for project implementation. **THE PROJECT SHALL NOT BEGIN UNTIL FINAL FEMA APPROVAL IS RECEIVED.**

Attachment D
Program Statutes and Regulations

- 1) Assurances, Administrative Requirements, Cost Principles, Representations and Certifications 2 C.F.R. Part 200
- 2) General Acknowledgements and Assurances 2 C.F.R. Part 200, 2 C.F.R. Part 3002.10, 2 C.F.R. §200.337 and §200.455.
- 3) Acknowledgement of Federal Funding from DHS.
- 4) Activities Conducted Abroad.
- 5) Age Discrimination Act of 1975 Pub. L. No. 94-135 and 42 U.S.C. § 6101 et seq.
- 6) Americans with Disabilities Act of 1990 Pub. L. No. 101-336 (1990) and 42 U.S.C. § 12101-12213
- 7) Best Practices for Collection and Use of personally Identifiable Information
- 8) CHIPS and Science Act of 2022, Public Law 117-167 CHIPS
- 9) Civil Rights Act of 1964-Title VI Pub. L. No. 88-352, 42 U.S.C. § 2000d et seq., 6 C.F.R. Part 21 and 44 C.F.R. Part 7
- 10) Civil Rights Acts of 1968 Pub. L. No. 90284, 42 U.S.C. § 3601 et seq., 24 C.F.R. Part 100
- 11) Communication and Cooperation with the Department of Homeland Security and Immigration Officials 8 U.S.C. §1373, §1324 and §1644 and 28 U.S.C. §1746
- 12) Copyright 17 U.S.C. §§ 401 or 402 and 2 C.F.R. §200.315
- 13) Debarment and Suspension Executive Orders 12549 and 12689, 2 C.F.R. Part 180 and 2 C.F.R. Part 3000
- 14) Drug Free Workplace Regulations, 2 C.F.R. Part 3001, 2.C.F.R. Part 182 and 41 U.S.C. § 8101-8106
- 15) Duplicative Costs 2 C.F.R. § 200.403 (f)
- 16) Education Amendments of 1972 – (Equal Opportunity in Education Act)-Title IX Pub. L. No. 92-318, 20 U.S.C. § 1681 et seq., 6 C.F.R Part 17 and 44 C.F.R Part 19
- 17) Energy Policy and Conservation Act, Pub. L. No. 94-163 (1975) and 42 U.S.C. § 6201 et seq.
- 18) Equal Treatment of Faith-Based Organizations 6 C.F.R. Part 19
- 19) Anti-Discrimination 31 U.S.C. §3729(b)(4), Section 2(b) of Executive Order 14190, 8 U.S.C §1101(a)(3) and 2 C.F.R. §200.300
- 20) False Claims Act and Program Fraud Civil Remedies 31 U.S.C. § 3729-3733 also 31 U.S.C. § 3801-3812
- 21) Federal Debt Status OMB Circular A-129
- 22) Federal Leadership on Reducing Text Messaging While Driving Section 3(a) E.O. 13513
- 23) Fly America Act of 1974 49 U.S.C. § 40118 and Comptroller General Decision B-138942.
- 24) Hotel and Motel Fire Safety Act of 1990 15 U.S.C. § 2225a
- 25) John S. McCain National Defense Authorization Act of Fiscal Year 2019, Pub. L. No. 115-232 (2018 and 2 C.F.R. § 200.216, 200.327, 200.471, and Appendix II to 2 C.F.R. Part 200.
- 26) Limited English Proficiency (Civil Rights Act of 1964, Title VI) 42 U.S.C §2000d et seq.
- 27) Lobbying Prohibitions 31 U.S.C. § 1352 and 6 C.F.R. Part 9
- 28) National Environmental Policy Act of 1969, Pub. L. No. 91-190 (1970) and 42 U.S.C § 4321 et seq.
- 29) National Security Presidential Memorandum-33 (NSPM-33) and provisions of the CHIPS and Science Act of 2022, Pub. L. 117-167, Section 10254, 42 U.S.C. §18951
- 30) Non-Supplanting Requirement
- 31) Notice of Funding Opportunity Requirements
- 32) Patents and Intellectual Property Rights 35 U.S.C. § 200 et seq. and 37 C.F.R Part 401 and §401.14
- 33) Presidential Executive Orders
- 34) 2 C.F.R. § 200.323 – Procurement of recovered materials

- 35) Rehabilitation Act of 1973 Section 504, 29 U.S.C. § 794
- 36) Reporting Recipient Integrity and Performance Matters 2 C.F.R. Part 200 Appendix XII
- 37) Reporting Subawards and Executive Compensation 2 C.F.R. Part 170 Appendix A
- 38) Required Use of American Iron, Steel, Manufactured Products, and Construction Materials 2 C.F.R. § 184.3
- 39) SAFECOM
- 40) Subrecipient Monitoring and Management 2 C.F.R § 200.332
- 41) System for Award Management and Unique Entity Identifier Requirements 2 C.F.R. Part 25, Appendix A
- 42) Termination of a Federal Award
- 43) Terrorist Financing E.O. 13224
- 44) Trafficking Victims Protection Act of 2000 (TVPA) 22 U.S.C. § 7104 and 2 C.F.R. Part 175, Appendix A
- 45) Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism (USA PATRIOT) Act of 2001, Pub. L. 107-56 Section 817
- 46) Use of DHS Seal, Logo and Flags
- 47) Whistleblower Protection Act 41 U.S.C. § 4712
- 48) Environmental Planning and Historic Preservation (EHP) Review
- 49) Acceptance of Post Award Changes
- 50) Disposition of Equipment Acquired Under the Federal Award 2 C.F.R. section 200.313
- 51) Prior Approval for Modification of Approved Budget 2.C.F.R. section § 200.308
- 52) Indirect Costs – 2 C.F.R. § 200.414
- 53) Build America, Buy America Act (BABAA), 2 C.F.R. Part 184, including § 184.4
- 54) Non-Applicability of Specific Agreement Articles
- 55) State Homeland Security Program: Compliance with Federal Immigration Law
- 56) State Homeland Security Program: Non-Applicability of Specific Terms and Agreement Articles
- 57) Rule Chapters 27P-6, 27P-11, and 27P-19, Florida Administrative Code adopted pursuant to Chapter 252, Florida Statutes
- 58) Section 287.138, Florida Statutes
- 59) Chapter 473, Florida Statutes
- 60) Chapter 215, Florida Statutes
- 61) Chapter 252, Florida Statutes
- 62) Section 215.971, Florida Statutes – Agreements funded with federal or state assistance