

**SEMINOLE COUNTY GOVERNMENT
AGENDA MEMORANDUM**

SUBJECT: Urban Area Securities Initiative (UASI) Memorandum of Agreement

DEPARTMENT: Public Safety

DIVISION: Administration - Public Safety

AUTHORIZED BY: Tad Stone

CONTACT: Shelly Brubaker

EXT: 5000

MOTION/RECOMMENDATION:

Approve and authorize the Chairman to execute a Memorandum of Agreement (MOA) with the Orange County Sheriff's Office to secure participation in the Urban Area Securities Initiative (UASI).

County-wide

Tad Stone

BACKGROUND:

The Urban Area Security Initiative (UASI) program focuses on enhancing regional preparedness in major metropolitan areas. The Central Florida UASI includes Orange, Seminole, Osceola, Lake, Volusia, and Brevard Counties. This Memorandum of Agreement between Seminole County and the Orange County Sheriff's Office will directly support the national priority of expanding regional collaboration outlined in the National Preparedness Guidelines, and is intended to assist participating jurisdictions in developing integrated regional systems for emergency prevention, protection, response, and recovery. The Orange County Sheriff's Office serves as the budgetary managers for this grant. All equipment, resources, training, and materials purchased for homeland security initiatives are purchased through Orange County and utilized by first responders in Seminole County.

STAFF RECOMMENDATION:

Staff recommends that the Board approve and authorize the Chairman to execute a Memorandum of Agreement (MOA) with the Orange County Sheriff's Office to secure participation in the Urban Area Securities Initiative (UASI).

ATTACHMENTS:

- 1. Agreement

Additionally Reviewed By:	
<input checked="" type="checkbox"/>	County Attorney Review (Ann Colby)
<input checked="" type="checkbox"/>	Grant Review (Jennifer Bero, Lisa Spriggs)

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

This Agreement is entered into this 19 day of June, 2009, by and between the Orange County Sheriff's Office (OCSO), a political subdivision of the State of Florida, (the "Sub-Grantee") and Orange, Seminole, Brevard, Lake, Osceola, and Volusia Counties, political subdivisions of the State of Florida; the participating municipalities within said counties, municipal corporations of the State of Florida, collectively known as the "Orlando/Orange Urban Area (O/OUA) Participants."

RECITALS

WHEREAS, the U.S. Department of Homeland Security (DHS), Federal Emergency Management Agency (FEMA) is providing financial assistance to the O/OUA in the amount \$5,269,040 dollars (\$5,432,000 less the 3% State Management and Administration) through the FY 2008 Urban Area Security Initiative (UASI); and

WHEREAS, the OCSO is the Sub-Grantee for the O/OUA UASI Grant Program; and

WHEREAS, as the DHS 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 anticipates that it will be sub-granting a portion of the equipment to the O/OUA Participants FY 2008 UASI Grant Program; 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 jurisdictions 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 19th of June 2009, the OCSO entered into an agreement with the State of Florida, Department of Community Affairs (hereinafter referred to as the DCA) for a Federally Funded Sub grant Agreement, # 09-DS-48-06-58-02-442; 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 2008 UASI Grant Program, which was made available by the DHS, FEMA and the State of Florida Division of Emergency Management (DEM).
- 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 2008 UASI activities to be performed at the request of the Federal government, 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 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.

- C. Urban Areas Security Initiative (UASI) Grant Program. DHS, Urban Areas Security Initiative (UASI) Grant Program reflects the intent of Congress and the Administration to enhance and quantify the preparedness of the nation to combat terrorism.
- 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; training; identification and
- E. Urban Area Working Group (UAWG). The U.S. Department of Homeland Security requires a governing body UAWG, to act on grant guidance and coordinate grant resources. The UAWG is responsible for coordinating the development and implementation of all program initiatives. They also support the State efforts to develop the State Preparedness report, particularly as it relates to UASI activities.
- F. 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.
- G. Orlando/Orange Urban Area (O/OUA) Administrator. The (O/OUA) Administrator shall be the Orange County Sheriff's Office.
- H. UASI Grant Programs. UASI Grant Programs are being provided to address the unique equipment, training, planning, 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 respective State Administrative Agency. The funding will provide assistance to build an enhanced and sustainable capacity to prevent, respond to, and recover from threats or acts of terrorism for the selected urban areas.

- 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.

IV. OCSO SHALL BE RESPONSIBLE FOR:

- A. Providing an administrative department within the OCSO, authorized to carry out the herein agreed upon responsibilities of the Memorandum of Agreement (MOA).
- B. Coordinating with core counties, with the respective State Administrative Agency, and with DHS, FEMA. Conducting a comprehensive Urban Area assessment, this in turn, will guide development of an Urban Area Homeland Security Strategy.
- C. Ensuring the participation of the following critical stakeholders in the assessment 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.
- D. Developing a comprehensive Urban Area Homeland Security Strategy and submitting to the SAA POC and the Department of Homeland Security.
- E. Complying with the requirements or statutory objectives of federal law.
- F. Ensuring satisfactory progress toward the goals or objectives set forth in the grant application.
- G. Complying with all grant agreement requirements and/or special conditions.
- H. 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 and partner with the OCSO, authorized to carry out the herein agreed upon responsibilities of the MOA.

- B. Abiding by the grant requirements including budget authorizations, required accounting and reporting on fund usage, use of funds only for the intended purpose, and tracking of federally funded assets.
- C. Submitting budget detail worksheets for direct purchases of equipment or services.
- D. Complying with all FY 2008 UASI Grant Program requirements and guidance.
- E. Participating as a member of the UAWG to include coordinating with and assisting the O/OUA in conducting a comprehensive Urban Area assessment, which in turn, will guide development of an Urban Area Homeland Security Strategy.
- F. Ensuring the participation of the following critical stakeholders in the assessment and strategy development processes: 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 O/OUA in development of a comprehensive Urban Area Homeland Security Strategy.
- H. Complying with the requirements or statutory objectives of federal law.
- 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.
- K. Ensuring availability of equipment, and personnel trained to use the equipment, obtained from the UASI Grant Program during exercises and actual emergencies. If the agency is incapable of staffing the equipment, the equipment shall be made available to another partner agency for use during exercises and actual emergencies. Failure to either ensure equipment availability may result in a loss of funding and/or equipment to the 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. Ensuring required NIMS Awareness Course is completed by relevant personnel.
- N. 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 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 and Orlando Police Department (OPD) or designees will remain the UASI POC.
- E. Agree to enroll in the NIMCAST self-assessment.

NOTICES

Any notices required to be given herein shall be directed to the following contact persons.

Brevard County Sheriff's Office

POC: Sheriff Jack Parker

Address: 700 South Park Avenue, Titusville, FL 32780

Phone: 321-264-5201 **Fax:** 321-264-5360

Email: jack.parker@bcso.us

Brevard County Emergency Management**POC:** Bob S. Lay, Director**Address:** 1746 Cedar Street, Rockledge, FL 32955**Phone:** 321-637-6670 **Fax:** 321-633-1738**Email:** bob.lay@brevardcounty.us**City of Kissimmee****POC:** Chief Robert L. King**Address:** 200 W. Dakin Avenue, Kissimmee, FL 34741**Phone:** 407-518-2222 **Fax:** 407-933-8604**Email:** rking@kissimmee.org**City of Orlando****POC:** Mayor Buddy Dyer**Address:** 400 S. Orange Ave. Orlando, FL 32802**Phone:** 407-246-2221**Email:** buddy.dyer@cityoforlando.net**City of St. Cloud****POC:** Alan MacAllaster**Address:** 900 Minnesota Avenue, St. Cloud, FL 34769**Phone:** 407-957-8483 **Fax:** 407-957-8491**Email:** amacallaster@stcloud.org**Lake County Sheriff's Office****POC:** Sheriff Gary S. Borders**Address:** 360 West Ruby Street Tavares, FL 32778**Phone:** 352-343-9501 **Fax:** 352-343-9533**Email:** gborders@lcsso.org**Lake County Emergency Management****POC:** Jerry Smith, Director**Address:** 315 West Main Street, Suite 411 Tavares, FL 32778-7800**Phone:** 352-343-9420 **Fax:** 352-343-9728**Email:** jsmith@lakecountyfl.gov**Orlando Emergency Management****POC:** Manuel Soto, Emergency Manager**Address:** 110 N. Andes Avenue, Orlando, FL 32802**Phone:** 321-235-5437 **Fax:** 407-249-4605**Email:** Manuel.Soto@CityofOrlando.net

Orlando Police Department**POC:** Chief Val B. Demings**Address:** 100 South Hughey Avenue, Orlando, FL 32801**Phone:** 407-246-2401 **Fax:** 407-246-3889**Email:** val.demings@cityoforlando.net**Orange County Sheriff's Office****POC:** Sheriff Jerry L. Demings**Address:** 2500 W. Colonial Drive, Orlando, FL 32804**Phone:** 407-254-7018 **Fax:** 407-254-7014**Email:** Jerry.Demings@ocfl.net**Orange County Emergency Management****POC:** Preston Cook, Director**Address:** 6590 Amory Court, Winter Park, FL 32793**Phone:** 407-836-9140 **Fax:** 407-836-9147**Email:** preston.cook@ocfl.net**Orange County BCC****POC:** Mayor Richard Crotty**Address:** 201 S. Rosalind Ave**Email:** mayor@ocfl.net**Osceola County Sheriff's Office****POC:** Sheriff Bob Hansell**Address:** 2601 E. Irlo Bronson Memorial Hwy., Kissimmee, FL 34744**Phone:** 407-348-1100**Email:** rhan@osceola.org**Osceola County Emergency Management****POC:** David Casto, Director**Address:** 320 N. Beaumont Avenue, Kissimmee, FL 34741**Phone:** 407-343-7000 **Fax:** 407-343-6823**Email:** dcas@osceola.org**Seminole County Sheriff's Office****POC:** Sheriff Donald F. Eslinger**Address:** 100 Bush Blvd., Sanford, FL 32773**Phone:** 407-665-6635 **Fax:** 407-665-6654**Email:** deslinger@seminolesheriff.org**Seminole County Emergency Management****POC:** Alan Harris, Emergency Manager**Address:** 150 Bush Blvd. Sanford, FL 32773-6179**Phone:** 407-665-5017 **Fax:** 407-665-5036**Email:** aharris@seminolecountyfl.gov

Volusia County Sheriff's Office

POC: Sheriff Ben F. Johnson

Address: 123 West Indiana Avenue, Deland, FL 32721-0569

Phone: 386-254-4697 **Fax:** 386-822-5074

Email: bjohnson@vcsso.us

Volusia County Emergency Management

POC: Charlie Craig, Director

Address: 49 Keyton Drive, Daytona Beach, FL 32124-1069

Phone: 386-258-4088 ext. 105 **Fax:** 386-248-1742

Email: ccraig@co.volusia.fl.us

OCSO shall be advised of any changes in writing within 5 (five) business days.

VII. FINANCIAL AGREEMENTS

- A. Financial and Compliance Audit Report: Recipients that expend \$500,000 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 OMB Circular A-133.
- B. The Department of Homeland Security and the Comptroller General of the United States shall have access to any books, documents, and records of recipients of FY 2008 UASI Grant Program 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 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.
- C. Financial Status Reports are due within 30 days after the end of each calendar quarter. A report must be submitted by the Orange County Sheriff's Office for every quarter that the award is active, including partial calendar quarters, as well as for periods where no grant activity occurs.
- D. The Orange County Sheriff's Office will appoint the Coordinator that will submit the Categorical Assistance Progress Report to the State of Florida, Department of Community Affairs as required.

- E. All financial commitments herein are made subject to the availability of funds and the continued mutual agreements of the participants.

VIII. CONDITIONS, AMENDMENTS, AND TERMINATION

- A. The 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 participants.
- D. This Agreement may be terminated by any participant 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 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 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 participants.
- G. This Agreement will end at the conclusion of the stated grant performance period.

SUB-GRANTEE

BY: _____

JERRY L. DEMINGS
SHERIFF OF ORANGE COUNTY

DATE: _____

APPROVED AS TO FORM AND LEGALITY
FOR THE RELIANCE OF THE SHERIFF OF
ORANGE COUNTY, FLORIDA

SUB-GRANTEE ATTORNEY

PARTICIPATING AGENCY
Brevard County Sheriff's Office,
a County Constitution Office
of the State of Florida

ATTEST:

By: _____

Typed Name: _____

Typed Name: _____

Title: _____

Title: _____

APPROVED AS TO FORM AND CORRECTNESS

Participating Agency Attorney

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

PARTICIPATING AGENCY
Brevard County BCC, a Political
Subdivision of the State of Florida

ATTEST:

By: _____

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Title: _____

Title: _____

APPROVED AS TO FORM AND CORRECTNESS

Participating Agency Attorney

Signature page for **Brevard County BCC**

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

ATTEST:

By: _____

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Title: _____

Title: _____

APPROVED AS TO FORM AND CORRECTNESS

Participating Agency Attorney

Signature page for **The City of Kissimmee**

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

ATTEST:

By: _____

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Title: _____

Title: _____

APPROVED AS TO FORM AND CORRECTNESS

Participating Agency Attorney

Signature page for **The City of Orlando**

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

ATTEST:

By: _____

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APPROVED AS TO FORM AND CORRECTNESS

Participating Agency Attorney

Signature page for **The City of St. Cloud**

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

ATTEST:

By: _____

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APPROVED AS TO FORM AND CORRECTNESS

Participating Agency Attorney

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

PARTICIPATING AGENCY
Lake County BCC, a Political
Subdivision of the State of Florida

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APPROVED AS TO FORM AND CORRECTNESS

Participating Agency Attorney

Signature page for **Lake County BCC**

PARTICIPATING AGENCY
Orange County BCC, a Political
Subdivision of the State of Florida

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APPROVED AS TO FORM AND CORRECTNESS

Participating Agency Attorney

Signature page for **Orange County BCC**

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

ATTEST:

By: _____

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Title: _____

APPROVED AS TO FORM AND CORRECTNESS

Participating Agency Attorney

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

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

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By: _____

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APPROVED AS TO FORM AND CORRECTNESS

Participating Agency Attorney

Signature page for **Osceola County BCC**

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

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APPROVED AS TO FORM AND CORRECTNESS

Participating Agency Attorney

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

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

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APPROVED AS TO FORM AND CORRECTNESS

Participating Agency Attorney

Signature page for **Seminole County BCC**

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

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By: _____

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APPROVED AS TO FORM AND CORRECTNESS

Participating Agency Attorney

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

PARTICIPATING AGENCY
Volusia County BCC, a Political
Subdivision of the State of Florida

ATTEST:

By: _____

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Title: _____

APPROVED AS TO FORM AND CORRECTNESS

Participating Agency Attorney

Signature page for **Volusia County BCC**