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**SEMINOLE COUNTY GOVERNMENT  
AGENDA MEMORANDUM**

**SUBJECT:** Modification to State Homeland Security Urban Search and Rescue Grant Agreement

**DEPARTMENT:** Fiscal Services

**DIVISION:** Administration - Fiscal Services

**AUTHORIZED BY:** Lisa Spriggs

**CONTACT:** Jennifer Bero

**EXT:**

**MOTION/RECOMMENDATION:**

Approve and authorize the Chairman to execute the Modification of the 2006-07 State Homeland Security Urban Search and Rescue Grant Agreement in acceptance of revisions to the expiration and reimbursement dates, and the method of award.

County-wide

Jennifer Bero

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**BACKGROUND:**

During their meeting held July 24, 2007, the Board of County Commissioners approved the FY 2006/07 State Homeland Security Urban Search and Rescue (USAR) Grant Agreement in acceptance of \$382,407.43 in grant funds. These funds are used to support state and local emergency responders efforts to locate victims and manage recovery operations in the event of a natural disaster. The agreement is due to expire on January 31, 2008.

The State wishes to extend the expiration and reimbursement dates of the agreement to May 31, 2007, allowing additional time for reimbursement requests to be submitted and processed. The State also wishes to retain a portion of the award for task force training to be provided at the Florida State Fire College. The amount to be retained is \$89,802.65 (USAR Specialist Classes - \$47,802.65; Urban Flooding Training - \$42,000.00). Staff concurs with these changes as requested.

For the revisions to be accepted, the Board must approve and authorize the Chairman to execute a Modification to the original grant agreement. A coordinating budget amendment request is presented for Board approval in the Budget Division consent section.

**STAFF RECOMMENDATION:**

Staff recommends the Board approve and authorize the Chairman to execute the Modification of the 2006-07 State Homeland Security Urban Search and Rescue Grant Agreement in acceptance of revisions to the expiration and reimbursement dates, and the method of award.

**ATTACHMENTS:**

1. Modification to Agreement

**Additionally Reviewed By:**

- Budget Review ( Lisa Spriggs )
- County Attorney Review ( Arnold Schneider )

**MODIFICATION OF 2006-2007 STATE HOMELAND SECURITY GRANT PROGRAM  
SUBRECIPIENT AGREEMENT FOR EXPENDITURE OF LOCAL GOVERNMENT  
UNIT FUNDING FOR FLORIDA URBAN SEARCH AND RESCUE TASK FORCES  
FM 241**

THIS MODIFICATION is made and entered into this 22nd day of January, 2008 by and between the State of Florida, Department of Financial Services, 200 East Gaines Street, Tallahassee, Florida 32399-0300 (hereinafter referred to as "Department") or its successor, and The Seminole County Board of County Commissioners (hereinafter "Subrecipient"), to modify the 2006-2007 State Homeland Security Grant Program Subrecipient Agreement for Expenditure of Local Government Unit Funding for Florida Urban Search and Rescue Task Forces FM 241 dated July 24, 2007 ("the Agreement").

WITNESSETH THAT:

WHEREAS, the Department and Subrecipient entered into the Agreement which is currently set to expire on January 31, 2008;

WHEREAS, the intent of the parties based on the January 9, 2007 e-mail from the Department to all task forces announcing the Specialist Training, a copy of which is attached hereto as Exhibit "A" and incorporated into this Modification and the Agreement by reference, was that a pro rata share of all task force training funds be retained by the Department for USAR Specialist Training at the Florida State Fire College, so that the Department could provide the Specialist Training designated by the Subrecipient in its Position Qualification Inventory ("PQI") at no cost to the Subrecipient;

WHEREAS, the amount to be retained was based on the percentage of each Task Force's training funds to the total USAR training funds;

WHEREAS, the Department scheduled the following USAR training courses based on the PQIs provided by the Subrecipients:

- FEMA Heavy Rigger Class
- K-9 Specialist Course
- Search Specialist Course
- FEMA Safety Officer Course
- Logistics Specialist Course
- Communications Specialist Course
- Medical Specialist Course
- FEMA Tech-Info Planning
- FEMA Task Force Leader
- Structural Specialist Course
- Urban Flooding Training (deliveries at designated locations) based on the number of personnel necessary to be trained as determined by type of Task Force;

WHEREAS, the cost of the Specialist Training was established on a per course basis regardless of whether the task force sent the number of personnel provided in the PQI, more personnel, or less personnel; and

WHEREAS, it was understood that if any of the Specialist Courses were cancelled (as the Search Specialist Course and Structural Specialist Course were), the per course funds retained by the Department would become available to the Task Forces to use for other approved Department training on the same percentage basis, and

WHEREAS, Department and Subrecipient desire to document their mutual understanding and acceptance of changes for utilization of the grant funding for said USAR training courses by modification to section 3(a) of the Agreement; and

WHEREAS, Department and Subrecipient find it necessary to further modify the Agreement by extending the expiration date to May 31, 2008;

NOW, THEREFORE, in consideration of the mutual promises of the parties contained herein, the parties agree as follows:

1. The effective date of this Modification shall be the date of last execution by both parties; provided, however, that if the date of last execution shall be subsequent to January 31, 2008, this Modification shall be deemed effective as of January 31, 2008, nunc pro tunc.

2. Paragraph 3a of the Agreement is hereby clarified to comport with the parties mutual understanding as follows:

3(a) Subject to the terms and conditions established by this Agreement and the billing procedures established by the Department, the Department agrees to pay the Subrecipient a maximum of \$382,407.43; of which \$72,750.00 shall be used for the maintenance of Urban Search and Rescue equipment previously purchased with ODP funds, \$164,157.43 shall be used for training in Department approved Urban Search and Rescue training courses. A portion of the training dollars, in the amount of \$89,802.65 (\$47,802.65 for USAR Specialist Classes and \$42,000.00 for Urban Flooding Training), will be reserved by the Department to provide training at no cost to the Subrecipient. \$97,000 shall be used for a short fall in previous equipment purchase of Florida Type II USAR cache, and \$48,500 for purchase of Generator/HVAC unit to Enhance Self-Sufficiency of Specialty Teams for a Multi-Day Deployment. In addition, if additional money becomes available through the grant process, this amount may be increased or decreased upon the written approval of both contract managers, to be used for the purposes set forth in paragraph one (1) above, and subject to the terms and conditions established by this Agreement.

3. Section 3(b) is hereby modified to read as follows:

(b) All requests for reimbursement shall be submitted in accordance with this Agreement within thirty days following Subrecipient's expenditure of funds, but in no event later than ~~December 31, 2007~~ May 31, 2008. Requests received subsequent to May 31, 2008 shall not be reimbursed at the discretion of the Department."

4. Section 5 of the Agreement is hereby amended to read as follows:

**Term and Renewal.** This Agreement shall begin upon execution and end on ~~January 31, 2008~~ May 31, 2008. This Agreement may be renewed for a maximum of three years up to a period equal to the term of the original Agreement, whichever is longer, at the option of the Department. The renewal price or method for determining a renewal price, is set for thin the Agreement price, attached hereto. No other costs for the renewal may be charged. Any renewal is subject to the same terms and conditions as the original Agreement and shall be contingent upon satisfactory performance evaluations by the Department and subject to the availability of funds.

5. All provisions not in conflict with this Modification remain in full force and effect, and are to be performed at the level specified in the Agreement.

6. All provisions of the Agreement being modified and any attachments thereto in conflict with this Modification shall be and are hereby changed to conform with this Modification, as of the effective date hereof .

IN WITNESS WHEREOF, the parties hereto have executed this document as set forth below.

SEMINOLE COUNTY BOARD  
OF COUNTY COMMISSIONERS

DEPARTMENT OF FINANCIAL  
SERVICES, DIVISION OF STATE  
FIRE MARSHAL

\_\_\_\_\_  
By: Brenda Carey, Chairman

\_\_\_\_\_  
Les Hallman, Director

ATTEST:

\_\_\_\_\_  
MARYANNE MORSE  
Clerk to the Board of County Commissioners  
Seminole County, Florida

Approved as to form and legality:

\_\_\_\_\_  
County Attorney

**EXHIBIT A**

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**From:** John Deiorio II  
**Sent:** Tuesday, January 09, 2007 3:38 PM  
**To:** 'TF1'; 'TF1'; 'TF2'; 'TF2'; 'TF3'; 'TF3'; 'TF3'; 'TF3'; 'TF3'; 'TF3'; 'TF4'; 'TF4'; 'TF5'; 'TF5'; 'TF5'; 'TF6'; 'TF6'; 'TF7'; 'TF7'; 'TF8'; 'TF8'; 'TF9'; 'TF9'  
**Cc:** Dave Casey; Thomas Quinn; Joanne Sakowicz  
**Subject:** Task Force Training Funds

Good afternoon,

As you know, the training schedule for 2007 has been distributed to all task forces and can also be found on the following website, [www.fl-firecollege.com](http://www.fl-firecollege.com) . Attached is a spreadsheet outlining Task Force Specialist training slots for 2007. A goal set by FASAR is to have all Task Forces deployable as soon as possible. Each task force will be assigned a number of slots for each Specialist training opportunity. The number of slots will be based on each task force's previous attendance at last year's courses, and will be determined by task force position roster, prior to the start of each course. Since the process used last year ('05-'06) for Specialist Training was so successful, a similar process will be utilized for use of '06-'07 SHSGP training funds for Specialist Training.

The cost for this training will be funded from the training funds allotted to each task force. After completion of the training, the Task Force will submit a training reimbursement request for backfill and overtime to the Division of State Fire Marshal. The spreadsheet to be used for this reimbursement request is attached to this email. **PLEASE NOTE: If we do not hear otherwise from each task force, we will assume that the task force agrees with this process. If the task force does not agree with the this process of funding the training, please indicate so in writing (electronic is sufficient) by close of business Tuesday, January 16, 2007.**

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**FURTHER INFORMATION FROM TOM QUINN:**

The determination of the numbers of available slots per task force was created by comparing the roster positions for each task force (with the goal of being "three-deep") vs. the number trained in 2006. This did not take into consideration those receiving training from other sources, which should be counted toward the total TF roster.

As funding for training will continues to diminish, this should aid each task force in prioritizing their needs as to Specialist vs. Operations/Technical. A goal in 2006 was to expose all task forces to training for a Type 1 Task Force. This was accomplished, but for 2007 task forces that do not roster or deploy with that position will not be offered the training slots for that position. The Communication course will be offered to all task forces due to its importance.

Notification for the Specialist training will be given on the first of the month approximately 30 to 45 days before the start of the course. Due to a delay in the finalizing the funding the Task Force Leader Course has been moved to February 19, 2007. An additional Technical Search course will be scheduled to meet the number of positions required.

Readiness Self-Evaluations have been received from Task Force 4,6,7,8,9. Only one Training Assessment (Task Force 1) has been received to date, however, two others have been received but were unmarked as to which task force they were from. Only one Training Assessment from Task Force 1 has been received to date. There were two

others, but they were not marked as to which task force sent them in. Also attached is the Training Assessment to be completed with Training Slot Assessment.

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If you have any questions related to the training schedule, please contact Tom Quinn, [thomas.quinn@fldfs.com](mailto:thomas.quinn@fldfs.com), 352-369-2803, or Shane Alexander, [Stephen.alexander@fldfs.com](mailto:Stephen.alexander@fldfs.com), 352-369-2849. For questions regarding reimbursements contact John Delorio, [john.deiorio@fldfs.com](mailto:john.deiorio@fldfs.com), 352-369-2840, or Joanne Sakowicz, [joanne.sakowicz@fldfs.com](mailto:joanne.sakowicz@fldfs.com), 352-369-2844.

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Florida Division of State Fire Marshal - [www.fldfs.com/sfm](http://www.fldfs.com/sfm)  
Bureau of Fire Standards and Training - [http://www.fldfs.com/sfm/bfst/bfst\\_index.htm](http://www.fldfs.com/sfm/bfst/bfst_index.htm)  
Florida State Fire College - <http://www.fldfs.com/sfm/bfst/index.shtml> or  
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