

**SEMINOLE COUNTY GOVERNMENT
AGENDA MEMORANDUM**

SUBJECT: Memorandum of Understanding between Seminole County and Seminole Home-based Emergency Assistance Response Team (Seminole H.E.A.R.T.)

DEPARTMENT: Public Safety

DIVISION: Emergency Management

AUTHORIZED BY: Tad Stone

CONTACT: Shelly Brubaker

EXT: 5000

MOTION/RECOMMENDATION:

Approve and authorize the Chairman to execute the Memorandum of Understanding between Seminole Home-based Emergency Assistance Response Team (Seminole H.E.A.R.T.) and Seminole County (County) for the purpose of establishing Seminole H.E.A.R.T. as the Long Term Recovery Committee serving the citizens of Seminole County.

County-wide

Alan Harris

BACKGROUND:

The Seminole H.E.A.R.T. organization was created in 1998 after the Sanford tornadoes. The organization helped persons who became lost among the overlapping systems delivering assistance to survivors of the disaster. This organization also worked with the Seminole County Department of Public Safety / Division of Emergency Management during the 2004 hurricanes to help persons with unmet needs. This agreement is to solidify the organization's responsibilities as the Long Term Recovery Committee. In this role, the organization will identify unmet needs in the community during times of disaster and organize a way to deliver assistance without duplicating what other agencies can provide or have provided. The Seminole H.E.A.R.T. organization is comprised of representatives from faith-based, non-profit, and governmental organizations.

STAFF RECOMMENDATION:

Staff recommends that the Board approve and authorize the Chairman to execute the Memorandum of Understanding between Seminole Home-based Emergency Assistance Response Team (Seminole H.E.A.R.T.) and Seminole County (County) for the purpose of establishing Seminole H.E.A.R.T. as the Long Term Recovery Committee serving the citizens of Seminole County.

ATTACHMENTS:

- 1. Agreement

<p>Additionally Reviewed By:</p> <p><input checked="" type="checkbox"/> County Attorney Review (Ann Colby)</p>

**MEMORANDUM OF UNDERSTANDING
BETWEEN
SEMINOLE H.E.A.R.T.
AND
SEMINOLE COUNTY**

THIS MEMORANDUM OF UNDERSTANDING is hereby made and entered into this ____ day of _____, 20____, by and between **SEMINOLE COUNTY**, a political subdivision of the State of Florida, hereinafter referred to as the "COUNTY", and the **SEMINOLE HOME-BASED EMERGENCY ASSISTANCE RESPONSE TEAM**, hereinafter referred to as "SEMINOLE H.E.A.R.T.".

W I T N E S S E T H:

WHEREAS, the subject of this Memorandum of Understanding is to establish Seminole H.E.A.R.T. as the Long Term Recovery Committee and unmet needs coalition serving Seminole County; and

WHEREAS, the parties  mutually desire to reach an understanding that will result in making Seminole H.E.A.R.T. the Long Term Recovery Committee serving the citizens of Seminole County; and

WHEREAS, Chapter 252, Florida Statutes, directs the use of personnel, resources, and equipment to facilitate recovery efforts for local jurisdictions. This includes supporting unmet needs of citizens through a Long Term Recovery Committee; and.

WHEREAS, Seminole H.E.A.R.T., founded in 1998, is a 501(c)(3) nonprofit charitable organization formed to meet the unmet needs of the residents of Seminole County, Florida who have survived a declared disaster. Seminole H.E.A.R.T. serves as a coalition of governmental agencies, faith-based and nonprofit organizations, businesses and individuals dedicated to assisting those who have been

victims of disasters by pooling resources and assistance without duplicating services,

NOW, THEREFORE, for and in consideration of the terms, conditions, and mutual covenants hereinafter contained, COUNTY and SEMINOLE H.E.A.R.T, both intending to be legally bound, hereby agree as follows:

1. AGREEMENTS.

(a) COUNTY agrees that it shall exercise reasonable support of the SEMINOLE H.E.A.R.T. organization as the Long Term Recovery Committee.

(b) SEMINOLE H.E.A.R.T. agrees to serve as a convener of organizations and agencies that will research and identify resources, and share information in order to meet the unmet needs of Seminole County after declared disasters.



(c) SEMINOLE H.E.A.R.T. agrees to work cooperatively with all other nonprofit organizations and governmental agencies in order to provide the necessary services, simplify access to assistance for clients, and to advocate for clients with unmet needs through proactive and shared case management. Meetings will be scheduled to provide efficient communication and coordination with organizations supporting unmet needs.

(d) SEMINOLE H.E.A.R.T. will provide case management support to assure resources are adequately managed during the recovery phase of a declared disaster. In addition, SEMINOLE H.E.A.R.T. will provide status reports to the Seminole County Division of Emergency Management

including the number of citizens filing for unmet needs assistance and how the needs are being met.

(e) Seminole County Government will support the SEMINOLE H.E.A.R.T. organization by providing liaisons to the organization from the Community Services Department and from the Division of Emergency Management. COUNTY will further provide input and support to eliciting broad participation of response and recovery groups. The liaisons will provide insight on the COUNTY's emergency operations, community service projects, and disaster recovery plans. This interaction will help planners to fully understand the coalition's commitment to providing services and expedite the integration of the unmet needs coalition into the recovery portion of the COUNTY's Comprehensive Emergency Management Plan.

(f) Seminole County's  Division of Emergency Management will provide space for SEMINOLE H.E.A.R.T. to function inside the Emergency Operations Center during activation. SEMINOLE H.E.A.R.T. will provide information through the Emergency Support Function 15 (Volunteers/Donations).

2. RECORDKEEPING. The parties shall retain sufficient records for a period of three (3) years demonstrating compliance with 44 CFR 13.42 and the Florida Public Records Act and shall allow each other access to such records upon request.

3. MODIFICATIONS / ADDENDUMS. Modifications within the scope of this Agreement shall be made by mutual consent of the parties and by the issuance of a written modification, signed and dated by all parties, prior to any changes being performed.

4. **PARTICIPATION IN SIMILAR ACTIVITIES.** This instrument in no way restricts COUNTY from participating in similar activities with other public or private agencies, organizations, and individuals. All activities will be communicated and coordinated with the SEMINOLE H.E.A.R.T. organization, as the COUNTY's Long Term Recovery Committee.

5. **LIABILITY.** Each party shall be solely responsible for its own activities pursuant to this Agreement, and shall hold each other harmless against all claims of whatsoever kind or nature by third parties arising out of the performance of work under this Agreement. For purpose of this Agreement, each party agrees that it is not an employee or agent of the other, but is an independent governmental or non-profit (501-3C) agency.

6. **CONTACTS.** Seminole County Division of Emergency Management, Seminole County Community Services,  and Seminole H.E.A.R.T. will furnish the names of the individuals, with backup, who will be responsible for administering this Memorandum of Understanding.

IN WITNESS THEREOF, SEMINOLE H.E.A.R.T. and COUNTY have caused this Memorandum of Understanding to be executed, this Agreement to become effective and operative with the fixing of the last signature hereto.

ATTEST:

SEMINOLE HOME-BASED EMERGENCY
ASSISTANCE RESPONSE TEAM

By: _____

Print Name: _____

Title: _____

Date: _____

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

ATTEST:

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

By: _____
BRENDA CAREY, Chairman

Date: _____

For the use and reliance
of Seminole County only.

As authorized for execution
by the Board of County Commissioners
at their _____, 20____
regular meeting.

Approved as to form and
legal sufficiency.

County Attorney
AC/lpk
4/8/08
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