

SEMINOLE COUNTY GOVERNMENT
AGENDA MEMORANDUM

SUBJECT: Orlando Urban Area Securities Initiative - Memorandum of Agreement

DEPARTMENT: Fiscal Services DIVISION: Grants Administration

AUTHORIZED BY: Lisa Spriggs CONTACT: Jennifer Bero EXT. 7125

Agenda Date <u>01/23/06</u>	Regular <input type="checkbox"/>	Consent <input checked="" type="checkbox"/>	Work Session <input type="checkbox"/>	Briefing <input type="checkbox"/>
	Public Hearing – 1:30 <input type="checkbox"/>		Public Hearing – 7:00 <input type="checkbox"/>	

MOTION/RECOMMENDATION:

Approve and authorize the Chairman to execute a Memorandum of Agreement (MOA) with the Orange County Sheriff's Office.

[Dept Contact: Stephen Watts, Emergency Management Division Manager]

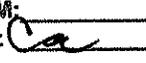
BACKGROUND:

In accordance with the Orlando Urban Area Security Initiative Strategy (UASI), the Orange County Sheriff's Office is administering a US Department of Homeland Security Subgrant. Through the Orange County Sheriff's Office, this subgrant financially supports regional Homeland Security projects identified in the Orlando Area Strategy. The Orlando Urban Area consists of five contiguous Central Florida counties, Seminole County identified as one of several key partners.

Approval of the proposed Memorandum of Agreement (MOA) will formalize Seminole County's participation in the planning and preparedness process for the region. The MOA will also provide a contract vehicle by which projects funded by the UASI Subgrant can be employed and utilized by Seminole County for Homeland Security and Domestic Preparedness purposes, and will permit Seminole County to receive specialized equipment and training.

Request the Board approve and authorize the Chairman to execute the MOA with the Orange County Sheriff's Office, securing Seminole County participation in the subgrant as an UASI agency.

There is no requirement for matching funds. A budget amendment request will be presented at a later date to allocate the dollar value of the funding or equipment to be received.

Reviewed by	
Co Atty.	
DFS:	_____
Other:	_____
DCM:	_____
CM:	
File No.	<u>CFSG01</u>

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

This Agreement is entered into this _____ day of _____, 2007, by and between the Orange County Sheriff, a constitutional officer of the State of Florida acting through the Orange County Sheriff's Office ("OCSO"), the City of Orlando, Florida, an incorporated municipality under the laws of the State of Florida, and Orange, Seminole, Brevard, Lake, Osceola, and Volusia Counties, political subdivisions of the State of Florida, and the Greater Orlando Aviation Authority, a special district in the State of Florida, collectively known as the "Orlando/Orange Urban Area (O/OUA) Participants.

W I T N E S S E T H

WHEREAS, the U.S. Department of Homeland Security, Office for Domestic Preparedness ("ODP") is providing financial assistance to the Orlando/Orange Urban Area in the amount of NINE MILLION FOUR HUNDRED FORTY THOUSAND DOLLARS (\$9,440,000) through the FY 2006 Urban Area Security Initiative (UASI); and

WHEREAS, as the ODP requires that the urban areas selected for funding take a regional metropolitan area approach to the development and implementation of the UASI projects and involve core cities, core counties, contiguous jurisdictions, mutual aid partners, and State agencies; and

WHEREAS, on about September 13, 2006, the City of Orlando entered into an agreement with the State of Florida, Department of Community Affairs for a Federally Funded Sub-Grant Agreement #07DS-5S-06-58-02; CFDA Number 97.067. Said agreement was entered into on or about September 13, 2006, wherein the City of Orlando designated the Orange County Sheriff's Office as its Representative for the purpose of administering the grant which is the subject of this Agreement; and

WHEREAS, the OCSO is and shall be the local administrative agent for the Orlando UASI Grant Project for all O/OUA Participants, including the City of Orlando; and

WHEREAS, THE Orange County Sheriff's Office shall sub-grant a portion of the UASI grant funds and/or grant funded equipment to the O/OUA Participants pursuant to the terms and conditions of this Agreement; and

WHEREAS, the OCSO wishes to work with the O/OUA Participants through the Urban Area Working Group process to enhance the Orlando/Orange Urban Area and its surrounding jurisdictions ability to respond to a terrorist threat or act;

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

SECTION I. PURPOSE AND SCOPE OF AGREEMENT

(a) The preceding Recitals are agreed upon by the parties hereto as being true and correct representations, that they form an integral part of this Agreement, and that they are incorporated by reference into the terms of this Agreement.

(b) This Agreement delineates responsibilities of the OCSO and the O/OUA Participants for interlocal cooperative activities under the FY 2006 Urban Areas Security Initiative (UASI) Grant Project, which was made available by the ODP and the State of Florida Division of Emergency Management ("DEM"), the latter sometimes referred to herein as the "State Administrative Agency" or "SAA."

(c) This Agreement serves as the Scope of Work among all O/OUA Participants and the OCSO.

(d) All financial commitments herein are made subject to the continued availability of the UASI grant money for distribution and to the continued mutual agreements among the O/OUA Participants as evidenced by this Agreement.

(e) The provisions of this Agreement apply to authorized FY 2006 UASI activities to be performed at and in conjunction with, preparation for, or in anticipation of, a major disaster or emergency related to terrorism and/or weapons of mass destruction.

(f) No provision in this Agreement shall be construed as limiting the activities of the Urban Area Working Group or the DEM in

performing local and state functions, including particularly, necessary police powers.

SECTION II. DEFINITIONS

(a) "Critical Infrastructure" shall mean any system or asset that, if attacked, would result in catastrophic loss of life and/or catastrophic economic loss, any system or asset for the management of vital resources necessary to maintain public health, safety, and welfare (including those for classifying types of resources); systems pertaining to qualifications and certification of emergency service personnel including records management in connection therewith; and systems for collection, tracking, and reporting of incident information and incident resources.

(b) "Core City" shall mean the City of Orlando, Florida, for the purposes of this Agreement.

(c) "Core County" for purposes of this Agreement shall mean Orange County, the county within which the Core City is geographically located.

(d) "Urban Areas Security Initiative (UASI) Grant Project (FY 2006)" shall mean the U.S. Department of Homeland Security (DHS), Office for Domestic Preparedness (ODP) Urban Areas Security Initiative (UASI) Grant Project reflecting the intent of Congress and the Administration to enhance and quantify the preparedness of the nation to combat terrorism. 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. Funding for FY 2006 UASI Grant Project is authorized by Public Law 108-11, the Emergency Wartime Supplemental Appropriations Act, 2003. 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.

(e) "National Incident Management System" ("NIMS") shall mean the system designed to provide a consistent nationwide approach for federal, state, and local governments to cooperate effectively and efficiently together to share information, 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 shall include a core set of concepts, principals, terminology, and technologies covering the incident command system; multi-agency coordination systems; unified command; and training as well as identification of actual and potential threats.

(f) "POC" shall mean point of contact, that being the person from the SAA, the OSCO, and the O/OUA Participate through which all notices and communications concerning this Agreement are handled.

(g) "SAA" or "State Administrative Agency" shall mean the State of Florida Department of Community Affairs, Division of Emergency

Management or its successor that is responsible for administration of the UASI grant program that is the subject of this Agreement.

(h) "Urban Area Working Group" shall be those persons identified by their separate jurisdictions or agencies as being the POC and whose collective responsibility shall be the coordination, development, and implementation of all UASI program elements, including the urban area assessment, strategy development, and any direct services or resource that are provided by ODP.

(i) "Urban Area" shall mean the area limited to the jurisdictions contiguous to the Core City and County/Counties, or with which the Core City or County/Counties have established formal mutual aid agreements.

SECTION III. RESPONSIBILITIES OF OCSO

OCSO shall be responsible for:

(a) Designation of an administrative department and POC within the OCSO authorized to carry out the herein agreed upon responsibilities of this Memorandum of Agreement.

(b) Subject to each O/OUA Participant's UASI program requisitions, OCSO shall purchase and allocate the equipment in addition to obtaining UASI grant funded reimbursement from the State Administrative Agency. If required by subsequent circumstances or changes in regulations, OCSO may distribute direct funding to the Participants instead of equipment.

(c) Coordinating with Core City, the O/OUA Participants, the State Administrative Agency, and the ODP for implementation of the UASI project.

(d) Conducting a comprehensive Urban Area assessment, which, in, turn will guide development of an Urban Area Homeland Security Strategy.

(e) Ensuring the participation of the following critical O/OUA management personnel and POCs in the assessment and strategy development process for the following specializations: law enforcement, emergency medical services, emergency management, fire protection, hazardous materials, public works, governmental administration, public safety communications, health care, and public health.

(f) Developing a comprehensive Urban Area Homeland Security Strategy and submittal to the SAA POC.

(g) Complying with the statutory requirements and objections of federal law.

(h) Ensuring satisfactory progress toward the goals or objectives set forth in the grant application.

(i) Complying with all UASI grant agreement requirements and/or special conditions.

(j) Submitting required programmatic and financial reports to the SAA and ODP as appropriate.

(k) The OCSO is not responsible for personnel salaries, benefits, workers compensation, or time related issues of any O/OUA Participant personnel.

SECTION IV. RESPONSIBILITIES OF O/OUA PARTICIPANTS

O/OUA Participants shall be responsible for:

(a) Designation of an administrative department and POC person to be the main liaison and partner with the OCSO, authorized to carry out the herein agreed upon responsibilities of this Memorandum of Agreement.

(b) Developing sub-grant agreements with municipalities within each County in accordance with UASI Grant Project requirements. O/OUA Participants and sub-grantees must abide by the grant requirements including budget authorizations, required accounting and reporting of fund usage, use of funds for the intended purpose, and tracking of federally funded assets.

(c) Timely submittal of UASI program equipment requisitions to OCSO for its use in equipment procurement and grant funded reimbursement. In the event that circumstances require disbursements of grant funds to O/OUA Participants in lieu of providing equipment, the Participants shall submit copies of budget detail worksheets and invoices for direct, grant funded purchases of equipment or services to the OCSO.

(d) Complying with all FY 2006 UASI Grant Project requirements.

(e) Participating as a member of the Urban Area Working Group to including coordinating with and assisting the Orlando/Orange Urban Area in conducting a comprehensive Urban Area assessment towards development of an Urban Area Homeland Security Strategy for implementation by the parties.

(f) Ensuring the participation of the critical management personnel and POCs in the assessment and strategy development processes from the following disciplines: law enforcement, emergency medical services, emergency management, the fire service, hazardous materials, public works, governmental administrative, public safety communications, health care, and public health.

(g) Complying with the statutory requirements and objectives of federal law.

(h) Ensuring satisfactory progress toward the goals or objectives set forth in the grant application.

(i) Following UASI Grant Project agreement requirements and/or special conditions.

(j) Submitting required programmatic and financial reports to the OCSO, the SAA, and ODP as appropriate.

(k) Utilizing equipment obtained from the UASI Grant Program during exercises and actual emergencies. If the agency is incapable of utilizing the equipment, it shall be made available to another party to this Agreement, or a sub-grant agency within that jurisdiction, for use during exercises and actual emergencies.

Failure to either utilize the equipment or make it available to a partner agency 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 equipment and personnel.

(m) Ensuring completion of any required NIMS Awareness course and/or self-assessment course by relevant personnel;

(n) Attached as Exhibit "A" hereto is a certified copy of Seminole County Resolution 2005-R-177 evidencing the intent of the Board of County Commissioners to comply with NIMS principles and policies.

SECTION V. LIMITATIONS ON LIABILITY OF PARTIES

OCSO and all other 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 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.

SECTION VI. NOTICES AND DESIGNATED POINTS OF CONTACT

(a) Any notices required to be given herein shall be directed to the following Point of Contact persons:

Orange County Sheriff's Office: Chief Rickey Ricks
Address: 2500 W. Colonial Dr., Orlando, FL 32804
Phone: 407-254-7100 **Fax:** 407-254-7101
E-Mail: rickey.ricks@ocfl.net

Orange County: Orange County Fire & Rescue-Alex Morales
Address: PO Box 5879, Winter Park, FL 32793-5879
Phone: 407-836-9017 **Fax:** 407-836-9143
E-Mail: alex.morales@ocfl.net

Seminole County: Department of Public Safety-Malcolm Trigg
Address: 150 Bush Blvd., Sanford, FL 32773-6179
Phone: 407-665-5122 **Fax:** 407-665-5138
E-Mail: mtrigg@seminolecountyfl.gov

Brevard County: Brevard County Sheriff's Office-Greg Pelham, Budget Manager
Address: 700 S. Park Avenue, Titusville, FL 32780
Phone: 321-264-5238 **Fax:** 321-264-5324
E-Mail: gregory.pelham@brevardsheriffsoffice.org

Lake County: Lake County Board of County Commissioners-Jerry Smith
Address: 315 W. Main St., Suite 411, Tavares, FL 32778-7800
Phone: 352-343-9420 **Fax:** 352-343-9728
E-Mail: jsmith@lakecountyfl.gov

Osceola County: Osceola County Emergency Services Department-Chief Tim Debrecht and Chief Dave Murphy
Address: 320 N. Beaumont Avenue, Kissimmee, FL 34741
Phone: 407-343-7000 **Fax:** 407-343-6860
E-Mail: tdeb@osceola.org and dmur@osceola.org

GOAA: Greater Orlando Aviation Authority-Duane Kann
Address: Centerfield Fire Station, PO Box 620125, Orlando, FL 32862-0125
Phone: 407-825-3022 **Fax:** 407-855-6753
E-Mail: dkann@goaa.org

City of Orlando: Orlando Police Department-Lt. Timothy Fisk
Address: PO Box 913, Orlando, FL 32802-0913
Phone: 407-246-2958 **Fax:** 407-246-2994
E-Mail: timothy.fisk@cityoforlando.net

(b) Changes in designation of the Point of Contact person may be made by written notice sent by Registered U.S. Mail, return receipt requested, by the changing party to the POCs for all other parties to this Memorandum of Agreement, without the need for formal amendment to this instrument. Such change shall be effective on the fifth (5th) business day following mailing of said notice.

SECTION VII. FINANCIAL AND PERFORMANCE REPORTING, RETENTION OF RECORDS.

(a) Financial and Compliance Audit Report: Recipients that expend five hundred thousand dollars (\$500,000.00) 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 Secretary of Homeland Security and the Comptroller General of the United States shall have access to any books, documents, and records of recipients of FY 2006 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) Records Retention. The parties hereto shall retain all financial records, supporting documents, statistical records, reports, and any other documents pertinent to this Agreement for a period of five (5) years after the date of submission of the final expenditures report or such longer period as may be required by federal or state law. However, if litigation or an audit has been initiated prior to the expiration of the five (5) year period, the records shall be retained until the litigation or audit findings have been resolved.

SECTION VIII. PROHIBITION OF LOBBYING ACTIVITIES

Each party hereto certifies to the others that no federally appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence any officer or employee of any agency, a member of Congress, an office or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement. Pursuant to Section 216.347, Florida Statutes, the parties hereby agree that UASI grant moneys received pursuant to this Agreement shall not be used for the purpose of lobbying the State Legislature, the executive branch including any state agency or the judicial branch of state government.

SECTION IX. INTERPRETATION OF AGREEMENT

In the event any provision of this Agreement conflicts with, or appears to conflict with, the other terms of this Agreement, it shall be interpreted as a whole to resolve any inconsistency. The parties agree to engage in positive and constructive communication to ensure that the positive collaboration of the parties occurs. The parties each acknowledge that they have participated in the drafting of this instrument and that they had the opportunity for review and consultation with legal counsel. Accordingly, it is the intent of the parties that this instrument shall not be construed in favor of any party and against any other party hereto.

SECTION X. ALTERNATE DISPUTE RESOLUTION

Disputes shall be resolved in accordance with any existing dispute resolution agreements pertaining to the parties that may be in effect and the provisions of Chapter 164, Florida Statutes. The parties hereto agree that they shall not pursue litigation unless and until all good faith efforts at alternative dispute resolution have been exhausted. The venue for any state actions shall be the Ninth Judicial Circuit in and for Orange County, Florida and the U.S. District Court for the Middle District of Florida, Orlando Division, as to federal actions.

SECTION XI. DEFAULT; REMEDIES; TERMINATION

(a) If the necessary funds are not available to fund this Agreement as a result of action by the Florida Legislature, DEM, or the ODP, or if any of the events below occur ("Events of Default"),

all obligations on the part of OCSO to make any further payment of funds hereunder shall, if OCSO so elects, terminate and OCSO may, at its option, exercise any of its remedies set forth herein, but OCSO may make any payments or parts of payments after the happening of any Events of Default without thereby waiving the right to exercise such remedies, and without becoming liable to make any further payment. The following constitute Events of Default:

(1) If any warranty or representation made by the O/OUA Participant in this Agreement, any previous agreement with OCSO, or in any document provided to OCSO shall have been misrepresented or is in default, and the violating party has not cured such in a timely fashion, or is unable or unwilling to meeting its obligations hereunder;

(2) If any material adverse change shall occur in the financial condition of the O/OUA Participant at any time during the terms of this Agreement from the financial condition revealed in any reports filed or to be filed with OCSO, and the O/OUA Participant fails to cure said material adverse change within thirty (30) days from the date written notice is sent to the O/OUA Participant by OCSO;

(3) If any reports or documents required by this Agreement have not been timely submitted to OCSO or have been submitted with incorrect, incomplete, or insufficient information; or

(4) If the O/OUA Participant fails to perform and complete in a timely fashion any of its obligations under this Agreement.

(b) Upon the happening of an Event of Default, the non-defaulting party may, at its option, upon thirty (30) calendar days from the date written notice is sent to the defaulting party, and upon the defaulting party's failure to timely cure, exercise any one or more of the following remedies, either concurrently or consecutively, and the pursuit of any one of the following remedies shall not preclude the non-defaulting party from pursuing any other remedies contained herein or otherwise provided at law or in equity:

(1) Terminate this Agreement, provided the other parties are given at least thirty (30) days prior to written notice of such termination. The notice shall be effective when placed in the United States mail, first class mail, postage prepaid, by registered or certified mail, return receipt requested, to the address set forth in Section VI herein;

(2) Commence an appropriate legal or equitable action to enforce performance of this Agreement, subject to Section X hereof;

(3) Withhold or suspend delivery of or payment for all or any part of the UASI grant funded equipment or grant funds;

(4) Exercise any corrective or remedial actions, including, but not limited to, written warning to advise that more serious measures may be taken if the situation is not corrected; or

(5) Exercise any other rights or remedies which may be otherwise available under the law subject to Section X hereof.

(c) OCSO may terminate this Agreement for cause upon written notice to the O/OUA Participant. Cause shall include, but is not limited to: fraud, lack of compliance with applicable rules, laws, and regulations; failure to perform in a timely manner; failure to make significant progress toward meeting UASI objectives; and refusal by the O/OUA Participant to permit public access to any document, paper, letter, or other material subject to disclosure under Chapter 119, Florida Statutes, as amended.

(d) An O/OUA Participant may terminate this Agreement when it determines, in its sole and absolute discretion, that the continuation of the Agreement would not produce beneficial results commensurate with the further expenditure of funds or if OCSO defaults under this Agreement by providing the other O/OUA Participants and OCSO with thirty (30) calendar days prior written notice.

(e) An O/OUA Participant may request termination of this Agreement before its expiration date by a written request fully describing the circumstances that compel the O/OUA Participant to terminate the Agreement. A request for termination shall be noticed to OCSO per the requirement of Section VI hereof.

(f) In the event of termination, the terminated O/OUA Participant shall return all grant funds or grant funded equipment in its possession to OCSO for relocation to other O/OUA Participants.

SECTION XII. ETHICAL CONDUCT

The parties agree that they will not engage in any action that would create a conflict of interest in the performance of its obligations pursuant to this Agreement with the other party or which would violate or cause others to violate the provisions of Part III, Chapter 112, Florida Statutes, relating to ethics in government or which would violate Section 220.115, Seminole County Code pertaining to unethical conduct involving Seminole County employees, a violation for which would be grounds for unilateral termination of this Agreement by Seminole County.

SECTION XIII. MODIFICATION OF AGREEMENT

Either party may request modification of the provisions of this Agreement at any time. Changes which are mutually agreed upon shall be valid only when reduced to writing in an instrument of equal dignity herewith and duly signed by the parties hereto. Such amendments shall then be deemed incorporated into this Agreement.

SECTION XIV. INDEPENDENT CONTRACTORS

The parties are independent contractors and are not employees or agents of each other. Nothing in this Agreement shall be interpreted to establish any relationship other than that of an independent contractor between the parties, their employees, agents, subcontractors, or assigns, during or after the performance of this Agreement.

SECTION XV. ASSIGNMENT/THIRD PARTY BENEFICIARIES

(a) Neither OCSO or any O/OUA Participant shall assign, delegate, or otherwise transfer its rights and obligations hereunder to any other party without the prior written consent of the other party.

(b) There are no third-party beneficiaries to this Agreement; provided, however, this Agreement shall be binding upon and inure to the benefit of the parties hereto and the successors in interest, transferees, and assigns of the parties; provided, however, this Agreement shall not be deemed to pledged the full faith and credit of any party.

SECTION XVI. MISCELLANEOUS

(a) Any provision of this Agreement later found to be in conflict with federal or state laws or regulations, 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.

(b) This Agreement may be terminated by any participant on thirty (30) days written notice to OCSO and the return of any and all equipment or unexpended funds that have been received through the UASI Funding program.

(c) This Agreement shall be considered the full and complete agreement between the undersigned parties and shall supersede any

prior understandings and/or agreements among the participants, written or oral

(d) This Agreement may be executed in several parts, each of which shall be considered valid, provided that each of the parties to the Agreement has executed at least one (1) original copy of this Agreement and has transmitted a copy of the signature page hereof to the other O/OUA Participants.

(e) OCSO and the O/OUA Participants certify each to the others that with respect to this Agreement, that they possess the legal authority to receive funds to be provided under this Agreement, and that, if applicable, the governing bodies have authorized, by resolution or otherwise, and have done all things necessary as conditions precedent to the execution and acceptance of this Agreement with all covenants and assurances contained herein.

(f) This Agreement shall commence upon the date it is last executed by the parties hereto and shall end on January 31, 2008, at which time the O/OUA Participants and OCSO may agree to renew the association. Renewal will be based on evaluation of the OCSO's and O/OUA Participants' ability to conform to procedures, training, and equipment standards as prescribed by the Office for Domestic Preparedness (ODP).

IN WITNESS WHEREOF, the parties hereto have executed this Agreement this _____ day of _____, 20_____.

ATTEST

ORANGE COUNTY SHERIFFS OFFICE

By: Kevin Beary, Sheriff

Approved as to form and legality:

Counsel to OCSO

ATTEST:

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

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

By: _____
CARLTON HENLEY, 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

EXHIBIT "A"

SEMINOLE COUNTY RESOLUTION 2005-R-177

(adopting NIMS for purposes of emergency preparedness and response)

RESOLUTION

THE FOLLOWING RESOLUTION WAS ADOPTED BY THE BOARD OF COUNTY COMMISSIONERS OF SEMINOLE COUNTY, FLORIDA, AT THEIR REGULARLY SCHEDULED MEETING ON SEPTEMBER 27 , 2005

WHEREAS, Homeland Security Presidential Directive/HSPD-5, 28 Feb 2003 established the National Incident Management System (NIMS); and

WHEREAS, the NIMS establishes a single, comprehensive approach to domestic incident management to ensure that all levels of government across the Nation have the capability to work efficiently and effectively together using a national approach to domestic incident management; and

WHEREAS, the NIMS provides a consistent nationwide approach for Federal, State, and local governments to work together to prepare for, respond to and recover from domestic incidents regardless of the cause, size or complexity; and

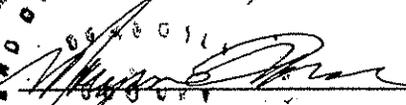
WHEREAS, the NIMS provides for interoperability and compatibility among Federal, State and local capabilities and includes a core set of concepts, principles, terminology and technologies covering the incident command system, unified command, training, management or resources and reporting; and

WHEREAS, beginning October 1, 2006 all Federal departments and agencies shall make local government compliance with NIMS a requirement, to the extent provided by law, for receiving Federal preparedness assistance through grants, contracts or other activities;

NOW THEREFORE BE IT RESOLVED, that the Seminole County Board of County Commissioners hereby adopts the National Incident Management System (NIMS) as the county's system of preparing for and responding to emergencies and disaster incidents.

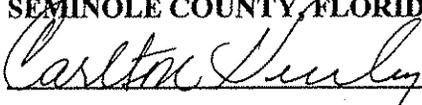
ADOPTED THIS 27th day of September , 2005

ATTEST:



MARYANNE MORSE
Clerk to the Board of
County Commissioners of
Seminole County
State of Florida

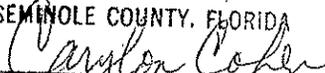
**BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA**



CARLTON D. HENLEY
Chairman
Board of County Commissioners

CERTIFIED COPY

MARYANNE MORSE
CLERK OF CIRCUIT COURT
SEMINOLE COUNTY, FLORIDA

BY 

DEPUTY CLERK