

**SEMINOLE COUNTY GOVERNMENT
AGENDA MEMORANDUM**

SUBJECT: Domestic Preparedness Grant – Memorandum of Understanding

DEPARTMENT: Fiscal Services **DIVISION:** Grants Administration

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

Agenda Date <u>02/13/07</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:

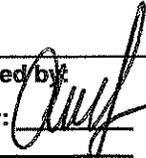
Approve and authorize the Chairman to execute the Memorandum of Understanding between the Florida Department of Community Affairs and Seminole County.

[Dept Contact: Leeanna Raw, Fire Chief (407) 665-5188]

BACKGROUND:

In February 2005, Seminole County received delivery of an EMS Mass Casualty - Incident Management Tow Vehicle (2005 Chevrolet; 2WD Regular Cab) as part of a State-wide initiative by the Department of Community Affairs/Division of Emergency Management to provide mass casualty incident mitigation equipment throughout the State of Florida. Funded by the 2003 Domestic Preparedness Grant, the vehicle was one of twenty-three (23) distributed throughout the seven (7) regions of the State.

A Memorandum of Understanding (MOU) is needed for ownership of the vehicle to be transferred from the Department of Community Affairs to Seminole County. Request the Board to approve and authorize the Chairman to execute the MOU for the ownership transfer to be finalized.

Reviewed by:	
Co Atty:	_____
DFS:	_____
Other:	_____
DCM:	_____
CM:	<u>Ca</u>
File No.	<u>CFSG015</u>

Contract Number: 07NF-2N-00-00-00
CFDA Number:

**MEMORANDUM OF UNDERSTANDING
FOR EXPENDITURE OF RECIPIENT FUNDING
FROM 2003 DOMESTIC PREPAREDNESS GRANT
STATE HOMELAND SECURITY GRANT PROGRAM**

THIS MEMORANDUM OF UNDERSTANDING ("MOU") is entered into by and between Seminole County Board of County Commissioners – Emergency Medical Services/Fire/Rescue Division of Public Safety ("Recipient") and Florida Department of Community Affairs ("FDCA").

WHEREAS, the U.S. Department of Homeland Security, Office of Grants and Training has made available 2003 Domestic Preparedness Grant funds to the Florida Department of Community Affairs ("FDCA"), as the State of Florida's State Administrative Agency under federal grant guidelines, which funds are designated to be used for planning, equipment, training, exercise and management and administrative Purchases and activities in Domestic Preparedness.

WHEREAS, the 2003 Homeland Security Grant Program ("SHSGP"), is a portion of the 2003 Domestic Preparedness Grant and provides funds to enhance the capability of State and Recipients to prevent, deter, respond to, and recover from incidents of terrorism.

WHEREAS, the 2003 Domestic Preparedness Grant guidelines require that, if the State retains a portion of said grant funds on behalf of a Recipient, the State must enter into a Memorandum of Understanding ("MOU") with the Recipient, specifying the amount of funds to be retained by the State for Purchase of the below identified equipment ("the Purchases"); and

WHEREAS, the State and the Recipient have utilized the State of Florida's State Homeland Security Strategies as the basis for the allocation of 2003 SHSGP funds to meet prioritized needs to enhance and refine their preparedness efforts, and have received state and federal approval for the allocation and expenditure of said funds as designated herein.

NOW THEREFORE, in consideration of the mutual promises and conditions herein contained, the parties agree to the following terms:

1. The Recipient requests that the State, through FDCA, retain the amount of **\$63,500** (Grant Fund Amount"), as a portion of the Recipient's allocation of the SHSGP portion of the 2003 Domestic Preparedness Grant, for the Purchases identified below to be made by the State on behalf of the Recipient.
2. FDCA, in its administration of the 2003 SHSGP grant funds, agrees to retain and expend the Grant Fund Amount for the Purchases on behalf of the Local Government Unit.
3. The Purchases to be made by FDCA on behalf of the Recipient consist of the planning, organizational, equipment, training, exercise, and/or management and administrative items identified below ("Purchases"), under the authorized 2003 SHSGP activity/activities designated below.
4. Recipient agrees that unless the Recipient is a state agency or subdivision, as defined in Section 768.28, Fla. Stat., the Recipient shall be solely responsible to parties with whom it shall deal in carrying out the terms of this Memorandum of Understanding, and shall save FDCA harmless against all claims of whatever nature by third parties arising out of the performance of work under this Memorandum of Understanding. For purposes of this Memorandum of Understanding, the Recipient agrees that it is not an employee or agent of FDCA, but is an independent contractor.

5. Any Recipient who is a state agency or subdivision, as defined in Section 768.28, Fla. Stat., agrees to be fully responsible to the extent provided by Section 768.28 Fla. Stat. for its negligent acts or omissions or tortuous acts which result in claims or suits against FDCA, and agrees to be liable for any damages proximately caused by said acts or omissions. Nothing herein is intended to serve as a waiver of sovereign immunity by any Recipient to which sovereign immunity applies. 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 matter arising out of any contract.
6. The Recipient agrees that all notices provided under or pursuant to this Memorandum of Understanding shall be in writing, either by hand delivery, or first class, certified mail, return receipt requested, to the contract representative identified below at the address set forth below and said notification attached to the original of this Memorandum of Understanding:
7. The Recipient shall use the Purchases for the purpose specified in the Florida Strategy, and specifically agrees:
 - a. That upon notification by FDCA, the Recipient shall respond to any and all incidents within its regional response area with the Purchases, and any and all other resources which it has, for so long as the MOU remains in effect, or as may be agreed under the Florida Strategy.
 - b. The Recipient shall not transfer, rent, sell, lease, alienate, donate, mortgage, encumber or otherwise dispose of the Purchases without the prior written consent of FDCA, nor shall the Recipient use the Purchases for any use other than as specified in the Florida Strategy. Use of the Eligible Equipment shall be monitored by FDCA as set forth in Addendum A to this MOU.

The Recipient agrees to promptly return to FDCA the signed equipment packaging slip(s) acknowledging possession of all the Purchases.

The names and addresses for the FDCA contract managers for this MOU are:

Contract/Financial Activities:

Cherie Trainor, Administrator
 Department of Community Affairs
 2555 Shumard Oak Boulevard
 Tallahassee, Florida 32399-2100
 Phone Number: (850) 413-9942
 Email: cherie.trainor@dca.state.fl.us

Programmatic Activities:

Chuck Hagan, Administrator
 Department of Community Affairs
 2555 Shumard Oak Boulevard
 Tallahassee, Florida 32399-2100
 Phone Number: (850) 410-1263
 Email: charles.hagan@dca.state.fl.us

The name and address of the representative of the Recipient responsible for the administration of this MOU is:

Name and Title: Battalion Chief Stan Human
 Address: 150 Bush Blvd.
 City/State/Zip Sanford, Florida 32773 (Seminole County)
 Phone Number: 407.665-5051
 Email: email: shuman@seminolecountyfl.gov

Planning

Specific program, service, item: _____

X Equipment Acquisition/Scope of Work:

The Department of Community Affairs, Division of Emergency Management purchased and delivered on behalf of the Recipient, 1 EMS- Mass Casualty Incident Management Tow Vehicle, GMC-4500 with utility body, valued at \$63,500. This equipment is part of the FY 2003 ODP Part I lines 34 and 36.

Training

Specific program, service, item: _____

Exercise

Specific program, service item: _____

Management and Administration: _____

7. FDCA has been approved by the State and the Recipient as the appropriate agency to acquire the items and/or provide the services required for the above-referenced Purchases on behalf of the Recipient.
8. FDCA shall apply the Grant Fund Amount, on behalf of the Recipient, to complete the Purchases identified above within the timeframe(s) required by the 2003 Domestic Preparedness Grant guidelines.
9. FDCA may maintain custody and control of any equipment purchased pursuant to this MOU on behalf of the Recipient and/or transfer said equipment to partnering agencies within the Regional Domestic Security Task Forces to the benefit of all local agencies statewide.
10. The parties agree to comply with state and federal guidelines in the allocation, expenditure and reporting of the use of the Grant Fund Amount.
11. This MOU is effective upon its execution by the parties and may be modified only in writing with execution by both parties. This MOU shall expire five (5) years from the date of execution of this MOU, and shall be automatically renewed for additional five (5) year terms unless notice of termination is sent by one party to the other in accordance with the terms of Paragraph 6 herein.

12. DEBARMENT:

With respect to any Recipient which is not a local government or state agency, and which receives funds under this MOU from the federal government, by signing this MOU the Recipient certifies, to the best of its knowledge and belief, that it and its principals:

1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by a federal department or agency;
2. have not, within a five-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
3. are not presently indicted or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any offenses enumerated in this certification; and

4. have not within a five-year period preceding this MOU had one or more public transactions (federal, state or local) terminated for cause or default. Where the Recipient is unable to certify to any of the statements in this certification, such Recipient shall attach an explanation to this MOU. In addition, the Recipient shall submit to the Department (by email or by facsimile transmission) the completed "Certification Regarding Debarment, Suspension, Ineligibility And Voluntary Exclusion for each prospective subcontractor which Recipient intends to fund under this MOU. Such form must be received by the Department prior to the Recipient entering into a contract with any prospective subcontractor.

14. AUDIT LANGUAGE:

If the Recipient is a State or local government or a non-profit organization as defined in OMB Circular A-133, as revised, and in the event that the Recipient expends \$500,000 or more in Federal awards in its fiscal year, the Recipient must have a single or program-specific audit conducted in accordance with the provisions of OMB Circular A-133, as revised. EXHIBIT 1 to this MOU indicates Federal resources awarded through the Department by this MOU. In determining the Federal awards expended in its fiscal year, the Recipient shall consider all sources of Federal awards, including Federal resources received from the Department. The determination of amounts of Federal awards expended should be in accordance with the guidelines established by OMB Circular A-133, as revised. An audit of the Recipient conducted by the Auditor General in accordance with the provisions of OMB Circular A-133, as revised, will meet the requirements of this paragraph.

In connection with the audit requirements addressed in this Paragraph 14, the Recipient shall fulfill the requirements relative to auditee responsibilities as provided in Subpart C of OMB Circular A-133, as revised.

If the Recipient expends less than \$500,000 in Federal awards in its fiscal year, an audit conducted in accordance with the provisions of OMB Circular A-133, as revised, is not required.

In the event that the Recipient expends less than \$500,000 in Federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of OMB Circular A-133, as revised, the cost of the audit must be paid from non-Federal resources (i.e., the cost of such audit must be paid from Recipient resources obtained from other than Federal entities).

Copies of reporting packages for audits conducted in accordance with OMB Circular A-133, as revised, and required by this Paragraph 14 shall be submitted, when required by Section .320 (d), OMB Circular A-133, as revised, by or on behalf of the Recipient directly to each of the following:

The Department of Community Affairs at each of the following addresses:

Department of Community Affairs
Office of Audit Services
2555 Shumard Oak Boulevard
Tallahassee, Florida 32399-2100

[an electronic copy shall also be submitted to the above office]

And

Division of Emergency Management
Finance and Logistics Section
2555 Shumard Oak Boulevard
Tallahassee, Florida 32399-2100

The Federal Audit Clearinghouse designated in OMB Circular A-133, as revised (the number of copies required by Sections .320(d)(1) and (2), OMB Circular A-133, as revised, should be submitted to the Federal Audit Clearinghouse), at the following address:

Federal Audit Clearinghouse
Bureau of the Census
1201 East 10th Street
Jeffersonville, IN 47132

Other Federal agencies and pass-through entities in accordance with Sections .320 (e) and (f), OMB Circular A-133, as revised.

Pursuant to Section .320 (f), OMB Circular A-133, as revised, the Recipient shall submit a copy of the reporting package described in Section .320 (c), OMB Circular A-133, as revised, and any management letter issued by the auditor, to the Department at each of the following addresses:

Department of Community Affairs
Office of Audit Services
2555 Shumard Oak Boulevard
Tallahassee, Florida 32399-2100

[an electronic copy shall also be submitted to the above office]

And

Division of Emergency Management
Finance and Logistics Section
2555 Shumard Oak Boulevard
Tallahassee, Florida 32399-2100

Any reports, management letter, or other information required to be submitted to the Department pursuant to this MOU shall be submitted timely in accordance with OMB Circular A-133, Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.

Recipients, when submitting financial reporting packages to the Department for audits done in accordance with OMB Circular A-133 or Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date that the reporting package was delivered to the Recipient in correspondence accompanying the reporting package.

15. This Memorandum of Understanding contains all the terms and conditions agreed upon by the parties.

IN WITNESS WHEREOF, the parties hereto have caused this contract to be executed by their undersigned officials as duly authorized.

(SIGNATURES ON FOLLOWING PAGE)

WITNESS:

STATE OF FLORIDA, DIVISION OF
EMERGENCY MANAGEMENT

By: _____

W. Craig Fugate, Director

Date: _____

ATTEST:

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA
(FID# 59-6000856)

By: _____

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

CARLTON HENLEY, Chairman

Date: _____

For the use and reliance
of Seminole County only.

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

Approved as to form and
legal sufficiency

County Attorney

Addendum A

Monitoring Procedure for Subgrant Equipment Recipients

Section 1 Conditions for Requirement

- 1.1 For all equipment meeting the following conditions, an 'ODP Sub-Grant Recipients - Major Equipment Items Reporting Form' (Addendum B) must be completed annually and submitted according to Submission Guidelines (Section 2).

Conditions:

- 1.1.a Equipment received through Memorandum of Understanding between the recipient agency and the Department of Community Affairs, Division of Emergency Management; and
- 1.1.b Dollar value of item is equal to or greater than \$1,000.00.

Section 2 Submission Guidelines

- 2.1 Prior to December 31 of each year, recipient agency contact as documented in Memorandum of Understanding, is responsible for completing and returning the following documentation to:

Department of Community Affairs
Division of Emergency Management
Bureau of Compliance, Planning and Support
Finance and Logistics Section
2555 Shumard Oak Blvd.
Tallahassee, Florida 32399-2100

Documentation:

- 2.1.a Completed attached 'ODP Sub- Grant Recipients – Major Equipment Items Reporting Form' (Addendum B); and
- 2.1.b Digital Photos of item including time and date stamp. Photo requirements as follows:
- i) Minimum of (4) four photos, one from each side showing 360° condition of asset:
 - boats
 - vehicles
 - trailers
 - robots
 - any motor powered transportable asset
 - ii) Minimum (1) one photo, full front view of asset:
 - personal protective equipment
 - medical equipment
 - any asset without motor power

Section 3 Exclusions and Limitations

- 3.1 **Expired Items**
Equipment is considered expired if manufacturer issued expiration date is past and is exempt from the reporting requirement **IF** an Addendum B reporting form has been submitted to Department of Community Affairs, Division of Emergency Management indicating item is expired. Indicate **EXPIRED** on your response when indicating the present condition of the item; OR
- 3.2 **Disposed Items**
Items which have been disposed are exempt from the reporting requirement **AFTER**

- a. an Addendum B reporting form has been submitted to Department of Community Affairs, Division of Emergency Management indicating:
 - i) the item has been **DISPOSED** of; AND
 - ii) the sale price in accordance with Code of Federal Regulations, Title 28, § 66.32, (d)(1); *unless exempt from reporting* under CFR, Title 28, § 66.32 (e)(1) which omits reporting of sale price if under \$5,000.00; OR;
 - iii) disposition has been completed in accordance with CFR, Title 28, § 66.32 (c)(4) which allows for trade-in or sale of equipment to off-set price of replacement equipment, subject to approval from Department of Community Affairs, Division of Emergency Management.

- 3.3 **Expended Items**
Items which have been expended are exempt from the reporting requirement **AFTER** an Addendum B reporting form has been submitted to the Department of Community Affairs, Division of Emergency Management indicating **EXPENDED** in the 'Present Condition' column.
- 3.4 **Exempt**
Items which have a dollar value less than \$1,000.00 are exempt from reporting requirements entirely.

Section 4 Federal Compliance

- 4.1 Recipient contact shall sign on the reporting form certifying that he or she has read Title 28, Judicial Administration, and the item(s) is/are being used and maintained in accordance with the following Department of Justice Guidelines as applicable (emphasis added).

Title 28: Judicial Administration § 66.32 Equipment.

(a) The Omnibus Crime Control and Safe Streets Act of 1968, as amended, Public Law 90–351, section 808, requires that the title to all equipment and supplies purchased with section 403 or 1302 (block or formula funds) shall vest in the criminal justice agency or nonprofit organization that purchased the property if it certifies to the State office described in section 408 or 1308 that it will use the property for criminal justice purposes. If such certification is not made, title to the property shall vest in the State office, which shall seek to have the property used for criminal justice purposes elsewhere in the State prior to using it or disposing of it in any other manner.

(b) *States.* A State will use, manage, and dispose of equipment acquired under a grant by the State in accordance with State laws and procedures. **Other grantees and subgrantees will follow paragraphs (c) through (e) of this section.**

(c) *Use.* (1) **Equipment shall be used by the grantee or subgrantee in the program or project for which it was acquired as long as needed, whether or not the project or program continues to be supported by Federal funds. When no longer needed for the original program or project, the equipment may be used in other activities currently or previously supported by a Federal agency.**

(2) **The grantee or subgrantee shall also make equipment available for use on other projects or programs currently or previously supported by the Federal Government, providing such use will not interfere with the work on the projects or program for which it was originally acquired. First preference for other use shall be given to other programs or projects supported by the awarding agency. User fees should be considered if appropriate.**

(3) **Notwithstanding the encouragement in §66.25(a) to earn program income, the grantee or subgrantee must not use equipment acquired with grant funds to provide services for a fee to compete unfairly with private companies that provide equivalent services, unless specifically permitted or contemplated by Federal statute.**

(4) **When acquiring replacement equipment, the grantee or subgrantee may use the equipment to be replaced as a trade-in or sell the property and use the proceeds to offset the cost of the replacement property, subject to the approval of the awarding agency.**

(d) **Management requirements.** Procedures for managing equipment (including replacement equipment), whether acquired in whole or in part with grant funds, until disposition takes place will, as a minimum, meet the following requirements:

(1) Property records must be maintained that include a description of the property, a serial number or other identification number, the source of property, who holds title, the acquisition date, and cost of the property, percentage of Federal participation in the cost of the property, the location, use and condition of the property, and any ultimate disposition data including the date of disposal and sale price of the property.

(2) A physical inventory of the property must be taken and the results reconciled with the property records at least once every two years.

(3) A control system must be developed to ensure adequate safeguards to prevent loss, damage, or theft of the property. Any loss, damage, or theft shall be investigated.

(4) Adequate maintenance procedures must be developed to keep the property in good condition.

(5) If the grantee or subgrantee is authorized or required to sell the property, proper sales procedures must be established to ensure the highest possible return.

(e) *Disposition.* When original or replacement equipment acquired under a grant or subgrant is no longer needed for the original project or program or for other activities currently or previously supported by a Federal agency, disposition of the equipment will be made as follows:

(1) Items of equipment with a current per-unit fair market value of less than \$5,000 may be retained, sold or otherwise disposed of with no further obligation to the awarding agency.

(2) Items of equipment with a current per unit fair market value in excess of \$5,000 may be retained or sold and the awarding agency shall have a right to an amount calculated by multiplying the current market value or proceeds from sale by the awarding agency's share of the equipment.

(3) In cases where a grantee or subgrantee fails to take appropriate disposition actions, the awarding agency may direct the grantee or subgrantee to take excess and disposition actions.

(f) *Federal equipment.* In the event a grantee or subgrantee is provided federally-owned equipment:

(1) Title will remain vested in the Federal Government.

(2) Grantees or subgrantees will manage the equipment in accordance with Federal agency rules and procedures, and submit an annual inventory listing.

(3) When the equipment is no longer needed, the grantee or subgrantee will request disposition instructions from the Federal agency.

(g) *Right to transfer title.* The Federal awarding agency may reserve the right to transfer title to the Federal Government or a third party named by the awarding agency when such a third party is otherwise eligible under existing statutes. Such transfers shall be subject to the following standards:

(1) The property shall be identified in the grant or otherwise made known to the grantee in writing.

(2) The Federal awarding agency shall issue disposition instruction within 120 calendar days after the end of the Federal support of the project for which it was acquired. If the Federal awarding agency fails to issue disposition instructions within the 120 calendar-day period the grantee shall follow 66.32(e).

(3) When title to equipment is transferred, the grantee shall be paid an amount calculated by applying the percentage of participation in the purchase to the current fair market value of the property



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