

**SEMINOLE COUNTY GOVERNMENT
AGENDA MEMORANDUM**

SUBJECT: Memorandum of Agreement (MOA) for Participating Orlando Urban Area Securities Initiative (UASI) Agencies

DEPARTMENT: Public Safety **DIVISION:** EMS/Fire/Rescue

AUTHORIZED BY: *KMR/ma* Kenneth M. Roberts **CONTACT:** Terry Schenk **EXT.** 5002

Agenda Date <u>4/26/2005</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 Agreement (MOA) for Participating Orlando Urban Areas Securities Initiative (UASI) Agencies" with the Orange County Sheriff's Office and other participating UASI agencies.
(Terry Schenk, Fire Chief)

BACKGROUND:

In accordance with the Orlando Urban Area Security Initiative Strategy, the Orange County Sheriff's Office is administering a Federal Department of Homeland Security Subgrant. The purpose of this Subgrant is for the Federal Government, through the Orange County Sheriff's Office, to financially support Regional Homeland Security Projects identified in the Orlando Urban Area Strategy. The Orlando Urban Area consists of five contiguous Central Florida counties, inclusive of Seminole.

For planning, preparedness, and response purposes, Seminole County has been identified as one of several key partners in the Region. This Memorandum of Agreement will formalize Seminole County's participation in the planning and preparedness process and will provide a vehicle by which projects funded with the UASI Subgrant can be employed and utilized by Seminole County for the purpose of Homeland Security and Domestic Preparedness.

Execution of this MOA will permit Seminole County to receive specialized equipment and training for Homeland Security. There is no requirement for matching local funds.

Reviewed by:	<i>[Signature]</i>
Co Atty:	<i>[Signature]</i>
DFS:	<i>[Signature]</i>
Grants:	<i>[Signature]</i>
DCM:	<i>[Signature]</i>
CM:	<i>[Signature]</i>
File No.	CPSF03

**MEMORANDUM OF AGREEMENT (MOA)
FOR PARTICIPATING ORLANDO
URBAN AREAS SECURITIES INITIATIVE (UASI) AGENCIES**

This Agreement is entered into this _____ day of _____, 2005, by and between the Orange County Sheriff's Office (OCSO), a political subdivision of the State of Florida, (the "Administrative Agency") and Orange, Seminole, Brevard, Lake and Osceola Counties, political subdivisions of the State of Florida; the cities of Maitland, Melbourne, Sanford, Orlando and Winter Park, municipal corporations of the State of Florida; and the Greater Orlando Aviation Authority a special district in the State of Florida, (the "OUA Participants").

RECITALS

WHEREAS, the Office for Domestic Preparedness (ODP) is providing financial assistance to the Orlando Urban Area in the amount \$8,796,413 dollars through the FY 2005 Urban Areas Security Initiative (UASI); and

WHEREAS, the OCSO is the administrative agent for the Orlando UASI Grant Project; 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 Grant Project 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, and Osceola Counties; and

WHEREAS, the Orange County Sheriff's Office anticipates that it will be sub granting a portion of the equipment to the OUA Participants FY 2005 UASI Grant Project; and

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

WHEREAS, on or about the 23rd of August 2004, the City of Orlando entered into an agreement with the State of Florida, Department of Community Affairs (hereinafter referred to as the DCA) for a Federally Funded Subgrant Agreement, # 05DS-2M-06-58-02-114; CFDA Number 97.008 (hereinafter referred to as the Subgrant. This agreement is entered into on or about the 24th of November 2004, the City of Orlando designated the Orange County Sheriff's Office as its Representative for the purpose of administering the grant.

WHEREAS, said Subgrant provides that the Orange County Sheriff's Office is authorized to be a representative of the City of Orlando and shall be responsible for the administration of the Subgrant.

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

PURPOSE

- A. This Agreement delineates responsibilities of the OCSO and the OUA Participants for activities under the FY 2005 Urban Areas Security Initiative (UASI) Grant Project, which was made available by the U.S. Department of Homeland Security (DHS), through the Office for Domestic Preparedness (ODP) 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 2005 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 Project (FY 2005).** The U.S. Department of Homeland Security (DHS), Office for Domestic Preparedness (ODP) Urban Areas Security Initiative (UASI) Grant Project (FY 2003) 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 SAA POC must work through the Mayor/CEOs from all other jurisdictions within the defined urban area to identify

POCs from these jurisdictions to serve on the Urban Area Working Group. The Urban Area Working Group will be responsible for coordinating development and implementation of all program elements, including the urban area assessment, strategy development, and any direct services that are delivered by ODP.

- F. 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. Funding for the FY 2005 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

- G. 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.

- B. Coordinating with core counties, with the respective State Administrative Agency, and with the ODP.

- C. Conducting a comprehensive Urban Area Assessment which in turn, will guide development of an Urban Area Homeland Security Strategy.

- D. Ensuring the participation of the following critical players 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.

- E. Developing a comprehensive Urban Area Homeland Security Strategy and submit to the SAA POC.
- F. Complying with the requirements or statutory objectives of federal law.
- G. Ensuring satisfactory progress toward the goals or objectives set forth in the grant application.
- H. Complying with all grant agreement requirements and/or special conditions.

Submitting required programmatic and financial reports.

V. THE OUA PARTICIPANTS SHALL BE RESPONSIBLE FOR:

- A. Providing an administrative department, which shall be the main liaison and partner with the OCSO, authorized to carry out the herein agreed upon responsibilities of the Memorandum of Agreement.
- B. Developing subgrants for municipalities within each county in accordance with UASI Grant Project requirements. OUA Participants and subgrantees must abide 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 2005 UASI Grant Project requirements
- E. Participating as a member of the Urban Area Working Group to include coordinating with and assisting the Orlando Urban Area 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 players 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 Orlando Urban Area in development of a comprehensive Urban Area Homeland Security Strategy.
- H. Complying with the requirements or statutory objectives of federal law.

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. Submitting required reports

VI. THE OCSO AND THE OUA PARTICIPANTS AGREE:

- A. That funding acquired and identified for the Urban Areas Security Initiative will be administered solely by the OCSO.
- B. The OUA Participants will provide financial and performance reports to OCSO in a timely fashion. The OCSO will prepare consolidated reports for submission to the grantor agency.
- C. The OCSO is not responsible for personnel salaries, benefits, workers compensation or time related issues of any Participating Agency personnel.

- D. 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 which 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.
- E. For the purposes of executing the conditions established in this MOA, the Participating Agency POC will be the County / City Administrator or designee. The Orange County Sheriff's Office and Orlando Police Department or designees will remain the UASI POC, with input provided by the County / City Administrator or designee.

NOTICES

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

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

Orange County: Orange County Fire & Rescue – Alex Morales
Address: PO Box 5879 Winter Park, FL 32793-5879
Phone: 407-836-9015 **Fax:** 407-836-9143
Email: 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
Email: mtrigg@seminolecountyfl.gov

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

Lake County: Lake County Board of County Commissioners - Jerry Smith
Address: 315 West Main Street, Suite 411 Tavares, FL 32778-7800

Phone: 352-343-9420 Fax: 352-343-9728
Email: jsmith@lakecountyfl.gov

Osceola County: Osceola County Emergency Services Department – Chief Tim Debrecht and Chief Dave Murphy
Address: 320 N. Beaumont Avenue
Phone: 407-343-7000 Fax: 407-343-6860
Email: tdeb@osceola.org & 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
Email: dkann@goaa.org

City of Maitland: Maitland Police Department – Commander Tony Merola
Address: 1776 Independence Avenue Maitland, FL 32751
Phone: 407-539-6240 Fax: 407-539-2712
Email: amerola@ci.maitland.fl.us

City of Melbourne: Melbourne Police Department – Mary Highland
Address: 650 N Apollo Blvd Melbourne, FL 32935
Phone: 321-409-3319 Fax: 321-242-7863
Email: mhighland@melbourneflorida.org

City of Sanford: Sanford Police Department – Lt. Michael Horan
Address: 815 South French Avenue Sanford, FL 32771
Phone: 407-302-1036 Fax: 407-302-1023
Email: horanmt@ci.sanford.fl.us

City of Winter Park: Winter Park Police Department – Deputy Chief Bill McEachnie
Address: 500 North Virginia Avenue Winter Park, FL 32789
Phone: 407-599-3412 Fax: 407-599-3661
Email: bmceachine@cityofwinterpark.org

City of Orlando: Orlando Police Department – Lt. John O'Grady
Address: PO Box 913 Orlando, FL 32802-0913
Phone: 407-246-3936 Fax: 407-246-2994
Email: john.ogrady@cityoforlando.net

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

VII. FINANCIAL AGREEMENTS

- A. Financial and Compliance Audit Report: Recipients that expend \$300,000 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 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 2005 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 for every quarter that the award is active, including partial calendar quarters, as well as for periods where no grant activity occurs.
- D. The OUA Planner will submit a Categorical Assistance Progress Report to describe progress to date in implementing the grant and its impact on homeland security in the state.
- 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 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 Memorandum of Agreement among the participants, written or oral, except for any executory 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 on December 31, 2006, at which time the participants may agree to renew the association. Renewal will be based on evaluation of the OCSO's ability to conform with procedures, training and equipment standards as prescribed by the Office for Domestic Preparedness (ODP).

ADMINISTRATIVE AGENCY

BY: _____
KEVIN E. BEARY

SHERIFF OF ORANGE COUNTY

DATE _____

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

ADMINISTRATIVE AGENCY ATTORNEY

PARTICIPATING AGENCY
Orange County, a political
Subdivision of the State of Florida

ATTEST

Name:

BY: _____

Title:

NAME: _____

TITLE: _____

APPROVED AS TO FORM AND
CORRECTNESS:

Participating Agency Attorney

Signature page for Orange County

PARTICIPATING AGENCY
Seminole County, a political
Subdivision of the State of Florida

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.

Approved as to form and
Legal sufficiency

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

County Attorney

PARTICIPATING AGENCY
Brevard County, a political
Subdivision of the State of Florida

ATTEST

Name:

BY: _____

Title:

NAME:

TITLE

APPROVED AS TO FORM AND
CORRECTNESS:

Participating Agency Attorney

PARTICIPATING AGENCY
Lake County, a political
Subdivision of the State of Florida

ATTEST:

Name:

Title:

BY: _____

NAME: _____

TITLE: _____

APPROVED AS TO FORM AND
CORRECTNESS:

Participating Agency Attorney

Signature page for Lake County

PARTICIPATING AGENCY
Osceola County, a political
Subdivision of the State of Florida

ATTEST:

Name

Title

BY _____

NAME _____

TITLE:

APPROVED AS TO FORM AND
CORRECTNESS:

Participating Agency Attorney

Signature page for Osceola County

PARTICIPATING AGENCY
Greater Orlando Aviation Authority
special district of the State of Florida

ATTEST:

Name:

Title:

BY: _____

NAME: _____

TITLE:

APPROVED AS TO FORM AND
CORRECTNESS:

Participating Agency Attorney

Signature page for General Orlando Aviation Authority

PARTICIPATING AGENCY
The City of Maitland, a Municipal
corporation of the State of Florida

ATTEST:

Name:

Title:

BY: _____

NAME: _____

TITLE: _____

APPROVED AS TO FORM AND
CORRECTNESS:

Participating Agency Attorney

Signature page for The City of Maitland

PARTICIPATING AGENCY

The City of Melbourne, a Municipal corporation of the State of Florida

ATTEST:

Name:

Title:

BY: _____

NAME: _____

TITLE: _____

APPROVED AS TO FORM AND
CORRECTNESS:

Participating Agency Attorney

Signature page for The City of Melbourne

PARTICIPATING AGENCY
The City of Sanford, a Municipal
corporation of the State of Florida

ATTEST:

Name:

Title:

BY: _____

NAME: _____

TITLE: _____

APPROVED AS TO FORM AND
CORRECTNESS:

Participating Agency Attorney

Signature page for The City of Sanford

PARTICIPATING AGENCY

The City of Winter Park, a Municipal corporation of the State of Florida

ATTEST:

Name:

Title:

BY: _____

NAME: _____

TITLE: _____

APPROVED AS TO FORM AND
CORRECTNESS:

Participating Agency Attorney

PARTICIPATING AGENCY

The City of Orlando, a Municipal corporation of the State of Florida

ATTEST:

Name:

Title:

BY: _____

NAME: _____

TITLE: _____

APPROVED AS TO FORM AND
CORRECTNESS:

Participating Agency Attorney