

**SEMINOLE COUNTY GOVERNMENT  
AGENDA MEMORANDUM**

**SUBJECT:** State Domestic Preparedness Homeland Security Grant

**DEPARTMENT:** Information Technologies

**AUTHORIZED BY:** Chris Grasso **CONTACT:** Greg Holcomb **EXT.** 1010

**Agenda Date** 9/27/2005 **Regular**  **Consent**  **Work Session**  **Briefing**   
**Public Hearing – 1:30**  **Public Hearing – 7:00**

**MOTION/RECOMMENDATION:**

Request Board Approval of the Memorandum of Understanding for participation in the State of Florida, Domestic Preparedness Homeland Security Grant Program sponsored by the State of Florida Department of Community Affairs, Division of Emergency Management.

**BACKGROUND:**

The purpose of the agreement is to set forth terms and conditions associated with the utilization of the Department of Community Affairs, Division of Emergency Management's purchase of a Utility Support Communication Trailer valued at \$52,268.00. The unit was delivered to Seminole County Government as part of the State's 2003 Domestic Preparedness Grant. Seminole County was one of 6 agencies in the Region selected for participation.

The equipment delivery schedule was accelerated prior to the agreements being finalized so that the unit could be on site during last year's hurricanes. Agreement paperwork for the approval had been delayed from the State. This trailer is to house our TRP-1000 Interoperability Radio unit. This unit provides deployable communications in the field to support interoperable radio communications amongst dissimilar radio systems. The Board of County Commissioners previously approved a Memorandum of Understanding (MOU) with the City of Orlando for the use of the TRP-1000 Interoperability communications unit in 2001 through a separate grant program for interoperable equipment. This is a new agreement in support of the previously granted TRP-1000 equipment.

This agreement and equipment is fully funded by the grant and requires no matching funds. There are no recurring costs associated with the agreement. Participation in this grant project compliments the previously approved MOU with the City of Orlando and COPS grant participation with Orange County in Region 5.

Reviewed by: [Signature]  
Co Atty: [Signature]  
DFS: \_\_\_\_\_  
Other: \_\_\_\_\_  
DCM: [Signature]  
CM: [Signature]  
File No. CITTO1

MEMORANDUM OF UNDERSTANDING FOR EXPENDITURE OF LOCAL GOVERNMENT  
UNIT FUNDING FROM 2003 DOMESTIC PREPAREDNESS GRANT  
STATE HOMELAND SECURITY GRANT PROGRAM

THIS MEMORANDUM OF UNDERSTANDING (hereinafter called "Memorandum" is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2005, by and between SEMINOLE COUNTY, a political subdivision of the State of Florida, whose address is Seminole County Services Building, 1101 East First Street, Sanford, Florida 32771, hereinafter referred to as "LOCAL GOVERNMENT UNIT" or "COUNTY" and FLORIDA DEPARTMENT OF COMMUNITY AFFAIRS, an agency of the State of Florida, with its principal offices located at 2555 Shumard Oak Boulevard, Tallahassee, Florida 32399-2100, hereinafter referred to as "FDCA"

T N E S S E T H:

WHEREAS, the U.S. Department of Homeland Security, Office of Domestic Preparedness, has made available 2003 Domestic Preparedness Grant funds to the 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; and

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 local government units to prevent, deter, respond to, and recover from incidents of terrorism; and

WHEREAS, the 2003 Domestic Preparedness Grant guidelines require that, if the State retains a portion of said grant funds on behalf of a local government unit, the State must enter into a memorandum of understanding with the local government unit specifying the amount of funds to be retained by the State for purchase of the below identified

equipment; and

WHEREAS, the State and the COUNTY have utilized the State of Florida's State Homeland Security Strategies (the "Florida Strategy" 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, the parties agree to the following terms:

1. The COUNTY requests the State, through FDCA, to retain the amount of FIFTY-TWO THOUSAND TWO HUNDRED SIXTY-EIGHT AND NO/100 DOLLARS (\$52,268.00) ("Grant Fund Amount"), as a portion of the COUNTY's allocation of the SHSGP portion of the 2003 Domestic Preparedness Grant, for purchases identified herein to be made by the State on behalf of the COUNTY

2. FDCA, representing the State in its administration of the SHSGP grant funds, agrees to retain and expend the Grant Fund Amount for identified purchases on behalf of the COUNTY

3. The purchase to be made by the State through FDCA, on behalf of the COUNTY, consists of the equipment items identified below ("Purchase") as an integral part of the authorized 2003 SHSGP activity designated in Paragraphs 1 and 10 herein

4 For purposes of this Memorandum, the COUNTY agrees that it is not an employee or agent of the FDCA, but is an independent contractor.

5. The COUNTY is a political subdivision, as defined in Section 768.28, Fla. Stat. The COUNTY agrees to be fully responsible, to the extent provided by Section 768.28 Fla. Stat., for its own negligent or omissions or tortuous acts which result in claims or suits against the

Department or County arising out of the activities under this Memorandum. FDCA agrees to be liable for any damages proximately caused by its own said negligent acts or omissions. Nothing herein shall be construed as a waiver of sovereign immunity of either party conferred by section 768.28, Florida Statutes. 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 COUNTY agrees that all notices provided under or pursuant to this Memorandum shall be in writing, either by hand delivery or first class, certified mail, return receipt requested, to the contract representative identified in section 9, below at the address set forth therein. All such subsequent notifications shall be attached to each party's copy of this Memorandum

7 The COUNTY shall use the goods, equipment and supplies provided to it under this Memorandum ("the Eligible Equipment") for the purpose specified in the Florida Strategy, and specifically agrees to:

(a) Upon notification by the Department, the COUNTY shall respond to any and all incidents within its regional response area with all Eligible Equipment, and any and all other resources which it has, for so long as this Memorandum remains in effect, or as may be agreed under the Florida Strategy

(b) The COUNTY shall not transfer, rent, sell, lease, alienate, donate, mortgage, encumber or otherwise dispose of the Eligible Equipment without the prior written consent of the Department, nor shall the COUNTY use the Eligible Equipment for any use other than as specified in the Florida Strategy.

8. The COUNTY agrees to promptly return to the Department the signed Eligible Equipment packaging slip(s) acknowledging possession of

the all the equipment purchased and delivered under this Memorandum.

9. The name and address for the Department contract managers for this Memorandum is:

Contract/Financial Activities:	Programmatic Activities:
Eva Thorpe Department of Community Affairs 2555 Shumard Oak Boulevard Tallahassee, Florida 32399-2100 Phone Number: (850) 413-9939 Email: <a href="mailto:eva.thorpe@dca.state.fl.us">eva.thorpe@dca.state.fl.us</a>	Chuck Hagan, Community Program Managers Department of Community Affairs 2555 Shumard Oak Boulevard Tallahassee, Florida 32399-2100 Phone Number: (850) 410-1263 Email: <a href="mailto:charles.hagan@dca.state.fl.us">charles.hagan@dca.state.fl.us</a>

The name and address of the representative of the COUNTY responsible for the administration of this Memorandum is:

Greg Holcomb, Seminole County Information Technologies Manager  
150 Bush Blvd. Suite 3-105  
Sanford, Florida 32773  
Phone Number: 407.665.1010 Fax: 407.665.1020  
Email: [gholcomb@seminolecountyfl.gov](mailto:gholcomb@seminolecountyfl.gov)

10. The FDCA shall supply the following Eligible Equipment to the COUNTY:

Planning:  
Specific program, service, item: Not Applicable

Equipment Acquisition/Scope of Work:

The Department of Community Affairs, Division of Emergency Management will purchase a ACU -1000 Utility Support Communication Trailer valued at \$52,268.00 and deliver the equipment to the COUNTY.



Training:  
Specific program, service, item: Not Applicable

Exercise:  
Specific program, service, item: Not Applicable

Management and Administration: Not Applicable

FDCA has been approved by the State and the COUNTY as the appropriate agency to acquire the items and/or provide the services

required for the above-referenced Purchases on behalf of the COUNTY

FDCA shall apply the Grant Fund Amount, on behalf of the COUNTY to complete the Purchases identified in Paragraph 10 within the time frame(s) required by the 2003 Domestic Preparedness Grant guidelines.

13. FDCA may maintain custody and control of any equipment purchased pursuant to this Memorandum on behalf of the COUNTY and/or transfer said equipment to partnering agencies within the Regional Domestic Security Task Forces to the benefit of all local agencies statewide

The parties agree to comply with State and Federal guidelines in the allocation, expenditure and reporting of the use of the Grant Fund Amount

15 This Memorandum shall be effective upon its execution by the parties and may be modified only in writing with execution by both parties. This Memorandum shall terminate two (2) years from the date of the award of the 2003 SHSGP funds to the State or earlier a) as otherwise stated herein, b) as agreed to by the parties, or c) as otherwise required by law or by State or Federal guidelines

16 No Federal funds appropriated pursuant to this Memorandum have been paid or will be paid by or on behalf of either party to any person for influencing or attempting to influence any officer or employee of any federal agency, member of Congress or an officer or employee of Congress the Florida Legislature or any branch or agency of the State of Florida Neither party to this Memorandum shall cause the unethical behavior of any COUNTY officer or employee as a result of any activities pursuant hereto Any violations of this provision shall be grounds for unilateral termination of this Memorandum by the non-offending party.