

**SEMINOLE COUNTY GOVERNMENT
AGENDA MEMORANDUM**

SUBJECT: Florida Domestic Preparedness Grant – Memorandum of Understanding and Budget Amendment Request for WMD/HazMat Response

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

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

Agenda Date 10/10/2006 **Regular** **Consent** **Work Session** **Briefing**
Public Hearing – 1:30 **Public Hearing – 7:00**

MOTION/RECOMMENDATION:

Approve and authorize the Chairman to execute the Memorandum of Understanding between the Florida Division of Fire Marshal and Seminole County, and approve the coordinating budget amendment request.

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

BACKGROUND:

In accordance with the Florida Domestic Preparedness Strategy, the Florida Division of State Fire Marshal is administering a portion of the Federal Department of Homeland Security Grant. Through this grant, the State will provide Seminole County with funding for the procurement, maintenance, repair, and replacement of hazardous materials response equipment and supplies provided under prior Domestic Security strategies. The grant also funds costs associated with hazmat specific domestic security training of County personnel.

The State wishes to assist with sustaining our capabilities to protect citizens and visitors, and to serve as a key emergency response resource should a major terrorism incident strike the Central Florida region. Seminole County's allocation of \$76,226.50 will help to maintain our level of preparedness for these types of incidents [new equipment - \$8,436.00; hazmat sustainment/replacement equipment - \$28,032.59; and hazmat training - \$39,757.91].

These funds, part of the 2005 Florida Homeland Security Grant Program, must be expended by January 31, 2007. For the grant funds to be received, the Board must approve and authorize the Chairman to execute a Memorandum of Understanding with the Florida Division of State Fire Marshal. A corresponding budget amendment request is attached for approval to establish a budget for the anticipated revenue and expenditures.

Reviewed by: _____
Co Atty: _____
DFS: _____
Grants: _____
DCM: _____
CM: _____
File No. **CFSG03**

2006-R-

BUDGET AMENDMENT REQUEST

DFS Recommendation	
Ryan P Switzer Analyst	9/19/06 Date
Budget Mgr LBS	10/2/06 Date
Director	

TO: Seminole County Board of County Commissioners

FROM: Department of Fiscal Services

SUBJECT: **Budget Amendment Resolution**
Department: **Public Safety**
Fund(s): Public Safety Grants (Federal)

PURPOSE: Recognize the receipt of and allocate funds for the Federal Department of Homeland Security grant. These funds will be used for specific domestic security training and for the procurement, maintenance, repair, and replacement of Hazardous Materials Response equipment and supplies provided under prior Domestic Security strategies. This is a non-matching grant.

ACTION: Approval and authorization for the Chairman to execute Budget Amendment Resolution.

In accordance with Section 129.06(2), Florida Statutes, it is recommended that the following accounts in the County budget be adjusted by the amounts set forth herein for the purpose described.

Sources:

Account Number	Project #	Account Title	Amount
11915.331230.055615		Public Safety Grants – Federal	76,227
Total Sources			\$76,227

Uses:

Account Number	Project #	Account Title	Amount
11915.055615.530460		Repairs and Maintenance	10,000
11915.055615.530520		Operating Supplies	26,649
11915.055615.530540		Books, Dues and Publications	39,578
Total Uses			\$76,227

BUDGET AMENDMENT RESOLUTION

This Resolution, 2006-R-_____ approving the above requested budget amendment, was adopted at the regular meeting of the Board of County Commissioners of Seminole County, Florida _____ as reflected in the minutes of said meeting.

Attest:

Maryanne Morse, Clerk to the Board of County Commissioners

By: _____
Carlton Henley
Chairman

Date: _____

Date: _____

Entered by County Finance Department

Date: _____

MEMORANDUM OF UNDERSTANDING
FOR EXPENDITURE OF LOCAL GOVERNMENT UNIT FUNDING FOR
FLORIDA REGIONAL HAZARDOUS MATERIALS/WMD RESPONSE TEAMS
FROM 2005 DOMESTIC PREPAREDNESS GRANT
STATE HOMELAND SECURITY GRANT PROGRAM

THIS AGREEMENT is entered into by and between Seminole County ("Local Government Unit") and Florida Department of Financial Services, Division of State Fire Marshal ("SFM").

WHEREAS, the U.S. Department of Homeland Security, Office of Domestic Preparedness ("ODP") has made available 2005 Domestic Preparedness Grant funds to the Florida Department of Financial Services, Division of State Fire Marshal, as the State of Florida's State Administrative Agency for Fire-Rescue 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 2005 Homeland Security Grant Program ("SHSGP"), is a portion of the 2005 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.

WHEREAS, the 2005 Domestic Preparedness Grant guidelines require that, if the State disburses a portion of said grant funds to 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 disbursed by the State for the below identified training; and

WHEREAS, the State and the Local Government Unit have utilized the State of Florida's State Homeland Security Strategies as the basis for the allocation of 2005 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 Local Government Unit requests the State, through the Department of Financial Services, Division of State Fire Marshal, to disburse the amount of no less than \$76,226.50 (Grant Fund Amount"), as the portion of the Local Government Unit's allocation of the SHSGP portion of the 2005 Domestic Preparedness Grant.
2. The Department of Financial Services, Division of State Fire Marshal, representing the State in its administration of the 2005 SHSGP grant funds, agrees to disburse the Grant Fund Amount to provide funding in the amounts of no less than \$28,032.59 for sustainment of equipment (originally purchased with ODP funds), \$8,436 for purchase of new equipment, and \$39,757.91 for training in ODP approved training courses.
3. The Local Government Unit agrees that unless the Local Government Unit is a state agency or subdivision, the Local Government Unit shall be solely responsible to parties with whom it shall deal in carrying out the terms of this Memorandum of Understanding, and shall save the Department 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 Local Government Unit agrees that it is not an employee or agent of the Department, but is an independent contractor.
4. Any Local Government Unit 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 tortious acts which result in claims or suits against the Department, 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 Local Government Unit 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.

5. The Local Government Unit 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.
6. The Local Government Unit shall use the funds provided to it under this Memorandum of Understanding for the purpose specified in the Florida Strategy, and specifically agrees to:
 - a. Upon notification by the State EOC, SFM and/or RDSTF, the Local Government Unit shall respond to any and all incidents either within its regional response area, or as designated within the State Emergency Response Plan, with all eligible equipment, and any and all other resources which it has, for so long as the Memorandum of Understanding remains in effect, or as may be agreed upon under the Florida Strategy. It is understood that local emergencies and equipment operability will dictate the availability of an agency to respond.
 - b. Maintain the compliance requirements of a Weapons of Mass Destruction Capable Hazardous Materials Resource, as defined by the Florida Domestic Security Strategy.
 - c. To ensure uniformity of funded teams, purchase specifically identified equipment as stipulated by the Florida Domestic Security Equipment Committee. Exceptions to the approved equipment list is to be approved by the Equipment Committee in writing prior to purchase.
 - d. Use sustainment funding only for equipment that was previously purchased with ODP funds.
 - e. Submit all appropriate reimbursement requests by January 31, 2007.
7. This Memorandum of Understanding is effective upon its execution by the parties and may be modified only in writing with execution by both parties. This Agreement terminates on February 28, 2007, 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.
8. This Memorandum of Understanding contains all the terms and conditions agreed upon by the parties.

Name and address for the Department contract managers for this Memorandum of Understanding is:

Contract/Financial Activities::

John J. Delorio, II – CFO, EFO, MIFireE
 Division of State Fire Marshal
 Bureau of Fire Standards and Training
 11655 NW Gainesville Road
 Ocala, Florida 34482-1486
 Email: john.deiorio@fldfs.com

Programmatic Activities:

Dave A. Casey, Bureau Chief
 Division of State Fire Marshal
 Bureau of Fire Standards and Training
 11655 NW Gainesville Road
 Ocala, Florida 34482-1486
 Email: dave.casey@fldfs.com

The name and address of the representative of the Local Government Unit responsible for the administration of this Memorandum of Understanding is:

Name and Title: **Chief Malcolm Trigg – Seminole County Fire Rescue**
 Address: **150 Bush Boulevard**
 City/State/Zip: **Sanford, FL 32773**
 Phone Number: **(407) 665-5122**
 Email: **mtrigg@seminolecountyfl.gov**

The parties agree to comply with state and federal guidelines in the allocation, expenditure and reporting of the use of the Grant Fund Amount.

WHEREFORE, the parties hereto have caused this Memorandum of Understanding to be executed by their undersigned officials as duly authorized.

LOCAL GOVERNMENT UNIT

Name of Agency

Signature of Agency Official

Printed Name of Agency Official

Date

DEPARTMENT OF FINANCIAL SERVICES

DIVISION OF STATE FIRE MARSHAL

Name of Agency

Signature of Agency Official

Rick Mahler, Chief of Staff, Department of Financial Services

Printed Name of Agency Official

Date