

2014 MEMORANDUM OF AGREEMENT (MOA)
FOR PARTICIPATING ORLANDO/ORANGE
URBAN AREA SECURITY INITIATIVE (UASI) AGENCIES

This Agreement is entered into this 26 day of January, 2015, by and between the Orange County Sheriff's Office (OCSO), a political subdivision of the State of Florida, (the "Recipient") and Orange, Seminole, Brevard, Lake, Osceola, and Volusia Counties, political subdivisions of the State of Florida; all other participating counties and cities (listed in the attached appendices) of the State of Florida, collectively known as the "Orlando/Orange Urban Area (O/OUA) Participants."

RECITALS

WHEREAS, the State of Florida, Division of Emergency Management (FDEM) (hereinafter referred to as the "Division") is providing financial assistance to the O/OUA in the amount \$950,000.00 dollars (\$1,000,000.00 less the 5% State Management and Administration) through the FY 2014 Urban Area Security Initiative (UASI); and

WHEREAS, the OCSO is the Recipient for the O/OUA UASI Grant Program; and

WHEREAS, as the Division requires that the urban areas selected for funding take a regional metropolitan area approach to the development and implementation of the UASI Grant Program 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, Volusia, and Osceola Counties; and

WHEREAS, the OCSO wishes to work with the O/OUA Participants through the Urban Area Working Group process to enhance the O/OUA and its surrounding jurisdiction's ability to prevent, protect against, respond to, and recover from acts of terrorism, or any other manmade or natural disaster;

WHEREAS, on or about the 26 of January, 2014, the OCSO entered into an agreement with the State of Florida, Division of Emergency Management (hereinafter to as the "Division") for a Federally Funded Sub grant Agreement, # 15-DS-P8-06-58-02-311; CFDA Number 97.067.

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

I. PURPOSE

- A. This Agreement delineates responsibilities of the OCSO and the O/OUA Participants for activities under the FY 2014 UASI Grant Program, by the Division.
- 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 2014 UASI activities to be performed at the request of the Division, 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 Recipient 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 City: A city at the center of a metropolitan area.
- C. Core County: The county within which the core city is geographically located.
- D. Urban Area Security Initiative (UASI) Grant Program: The UASI Grant Program is intended to provide financial assistance to address the unique multi-discipline planning, organization, equipment, training, and exercise needs of high-threat, high-density Urban Areas, and to assist these Areas in building and sustaining capabilities to prevent, protect against, respond to, and recover from threats or acts of terrorism, all hazards or man-made disasters.

- E. National Incident Management System (NIMS): The NIMS provides a consistent nationwide template to enable all levels of government, tribal nations, non-governmental organizations, and private sector partners to work together to prevent, protect against, respond to, recover from, and mitigate the effects of incidents, regardless of cause, size, location, or complexity.
- F. Urban Area Working Group (UAWG): The UAWG is responsible for coordinating the development and implementation of all program initiatives. The UAWG may also support the State's efforts to develop the State Preparedness report, particularly as it relates to UASI activities.
- G. Orlando/Orange Urban Area (O/OUA) Executive Board: The O/OUA Executive Board is the body that oversees the management of the UAWG. The mission of the Executive Board is to improve the administration and effectiveness of the UAWG in the acquisition and use of regional resources.
- H. Orlando/Orange Urban Area (O/OUA) Administrator: The (O/OUA) Administrator shall be the Orange County Sheriff's Office.
- I. 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 this Memorandum of Agreement (MOA).
- B. Ensuring the participation of the following critical stakeholders 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.
- C. Complying with the requirements or statutory objectives of state and federal laws.

- D. Ensuring satisfactory progress toward the goals or objectives set forth in the grant application.
- E. Complying with all grant agreement requirements and/or special conditions.
- F. Submitting required programmatic and financial reports.

V. THE O/OUA PARTICIPANTS SHALL BE RESPONSIBLE FOR:

- A. Providing personnel who will act as the main liaison (the project manager) and partner with the OCSO, authorized to carry out the herein agreed upon responsibilities of the MOA.
- B. Tracking of their grant purchased federally funded assets via their respective internal inventory control system. Note: For reconciliation purposes OCSO as Recipient will maintain and manage a grant-wide database for all federally funded assets purchased under this contract.
- C. Submitting budget detail worksheets for direct purchases of equipment or services.
- D. Complying with all FY 2014 UASI Grant Program requirements and guidance.
(ref: <http://www.fema.gov/media-library/assets/documents/92397>)
- Click on the PDF file: **FY 2014 HSGP Guidance and Application Kit**).
- E. Participating as a member of the UAWG to include coordinating with and assisting the O/OUA in conducting a comprehensive Urban Area assessment, which in turn, will guide development of an Urban Area Homeland Security Strategy.
- F. Ensuring and assisting the participation of the following critical stakeholders in the assessment and updating the O/OUA strategies: law enforcement, emergency medical services, emergency management, the fire service, hazardous materials, public works, governmental administrative, public safety communications, healthcare and public health.
- G. The OCSO and O/OUA participants shall be governed by applicable State and Federal laws, rules and regulations, including those program statutes, regulations, and special conditions identified and outlined in Appendix B.
- 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. Ensure that equipment obtained from the UASI Grant Program is readily available for use by personnel trained to use such equipment for actual emergencies or exercises. Also, ensure that such equipment is readily available for onsite monitoring by DHS, DEM, and the O/OUA. If the agency is incapable of staffing the equipment, such equipment shall be made available to another partnering agency for use during any actual emergencies or exercises. Failure to ensure equipment availability may result in loss of funding and/or equipment to the partner agency.
- K. The equipment, goods, and supplies (“the eligible equipment”) purchased with funds provided under this agreement are for the purposes specified in “Florida’s Domestic Security Strategy”. Equipment purchased with these funds will be utilized in the event of emergencies, including, but not limited to, terrorism-related hazards. The O/OUA participants shall place the equipment throughout the State of Florida in such a manner that, in the event of an emergency, the equipment can be deployed on the scene of the emergency or be available for use at a fixed location within two (2) hours of a request for said deployment.
- L. The O/OUA participants will, in accordance with the statewide mutual aid agreement or other emergency response purpose as specified in the “Florida Domestic Security Strategy,” ensure that all equipment purchased with these funds is used to respond to any and all incidents within its regional response area as applicable for so long as this Agreement remains in effect. Prior to requesting a response, the FDEM will take prudent and appropriate action to determine that the level or intensity of the incident is such that the specialized equipment and resources are necessary to mitigate the outcome of the incident.
- M. 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 of equipment and personnel, and compliance with intra-agency auditing requirements.
- N. Ensuring required NIMS Awareness Course(s) is/are completed by relevant personnel.

M. Providing a signed document recognizing NIMS in principle and policy.

VI. THE OCSO AND THE O/OUA PARTICIPANTS AGREE:

- A. That funding acquired and identified for the UASI will be administered solely by the OCSO.
- B. The OCSO is not responsible for personnel salaries, benefits, workers compensation or time related issues of any participating agency personnel.
- C. 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/or 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.
- D. For the purposes of executing the conditions established in this MOA, each Participating Agency's point of contact (POC) will be designated by each County or City in accordance with their internal policies and procedures. The OCSO or designees will remain the UASI POC. (See Appendix A for particulars.)
- E. In the event the Division determines that any funds disbursed were not spent in accordance with the conditions of the UASI Grant Agreement, the Agency that received the item(s) in question shall be held liable for reimbursement to the OCSO of all such funds not spent in accordance with these applicable regulations and agreement provisions within thirty (30) days after notifications of said non-compliance.
- F. Agree to enroll in the NIMCAST self-assessment.

VII. AUDIT/REPORTS

- A. Financial and Compliance Audit Report: Recipients that expend \$500,000 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 Department of Homeland Security and the Comptroller General of the United States shall have access to any books, documents, and records of recipients of FY 2014 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 fifteen (15) days after the end of each calendar quarter. A report must be submitted by the Orange County Sheriff's Office for every quarter that the award is active, including partial calendar quarters, and for periods of no activity.

D. The Orange County Sheriff's Office will appoint the Coordinator that will submit the required Categorical Assistance Progress Report to the State of Florida, Department of Community Affairs.

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 the 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 MOA among the participants, written or oral, except for any executor 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 at the conclusion of the stated grant performance period.

H. Subcontracts: If the Recipient subcontracts any of the work required under this Agreement, a copy of the unsigned subcontract must be forwarded to the Division for review and approval before it is executed by the Recipient. The Recipient agrees to include in the subcontract that (i) the subcontractor is bound by the terms of this Agreement, (ii) the subcontractor is bound by all applicable state and federal laws and regulations, and (iii) the subcontractor shall hold the Division and Recipient harmless against all claims of whatever nature arising out of the subcontractor's performance of work under this Agreement, to the extent allowed and required by law. The Recipient shall document in the quarterly report the subcontractor's progress in performing its work under this Agreement.

For each subcontract, the Recipient shall provide a written statement to the Division as to whether that subcontractor is a minority business enterprise, as defined in Section 288.703, Fla. Stat.

RECIPIENT

BY: _____

JERRY L. DEMINGS
SHERIFF OF ORANGE COUNTY, FLORIDA

DATE: _____

**APPROVED AS TO FORM AND LEGALITY
FOR THE RELIANCE OF THE SHERIFF OF
ORANGE COUNTY, FLORIDA**

BY: _____

RECIPIENT ATTORNEY

PARTICIPATING AGENCY
Brevard County Sheriff's Office,
a County Constitution Office
of the State of Florida

ATTEST:

By: _____

Typed Name: _____

Typed Name: _____

Title: _____

Title: _____

APPROVED AS TO FORM AND LEGALITY

Participating Agency Attorney

Signature page for **Brevard County Sheriff's Office**

PARTICIPATING AGENCY
Brevard County BCC, a Political
Subdivision of the State of Florida

ATTEST:

By: _____

Typed Name: _____

Typed Name: _____

Title: _____

Title: _____

APPROVED AS TO FORM AND LEGALITY

Participating Agency Attorney

Signature page for **Brevard County BCC**

PARTICIPATING AGENCY
The City of Orlando, a Municipal
Corporation of the State of Florida

ATTEST:

By: _____

Typed Name: _____

Typed Name: _____

Title: _____

Title: _____

APPROVED AS TO FORM AND LEGALITY

Participating Agency Attorney

Signature page for **The City of Orlando**

PARTICIPATING AGENCY
Lake County Sheriff's Office,
A Political Subdivision of the State of
Florida

ATTEST:

By: _____

Typed Name: _____

Typed Name: _____

Title: _____

Title: _____

APPROVED AS TO FORM AND LEGALITY

Participating Agency Attorney

Signature page for **Lake County Sheriff's Office**

PARTICIPATING AGENCY
Lake County BCC, a Political
Subdivision of the State of Florida

ATTEST:

By: _____

Typed Name: _____

Typed Name: _____

Title: _____

Title: _____

APPROVED AS TO FORM AND LEGALITY

Participating Agency Attorney

Signature page for **Lake County BCC**

PARTICIPATING AGENCY
Orange County, Florida
a Charter County and a Political
Subdivision of the State of Florida
Board of County Commissioners

ATTEST:

By: _____

Typed Name: _____

Typed Name: _____

Title: _____

Title: _____

APPROVED AS TO FORM AND LEGALITY

Participating Agency Attorney

Signature page for **Orange County, Florida**

PARTICIPATING AGENCY
Osceola County Sheriff's Office,
A Political Subdivision of the State
of Florida

ATTEST:

By: _____

Typed Name: _____

Typed Name: _____

Title: _____

Title: _____

APPROVED AS TO FORM AND LEGALITY

Participating Agency Attorney

Signature page for **Osceola County Sheriff's Office**

PARTICIPATING AGENCY
Osceola County BCC,
A Political Subdivision of the State
of Florida

ATTEST:

By: _____

Typed Name: _____

Typed Name: _____

Title: _____

Title: _____

APPROVED AS TO FORM AND LEGALITY

Participating Agency Attorney

Signature page for **Osceola County BCC**

PARTICIPATING AGENCY
Seminole County Sheriff's Office,
A Political Subdivision of the State
of Florida

ATTEST:

By: _____

Typed Name: _____

Typed Name: _____

Title: _____

Title: _____

APPROVED AS TO FORM AND LEGALITY

Participating Agency Attorney

Signature page for **Seminole County Sheriff's Office**

PARTICIPATING AGENCY
Seminole County BCC,
A Political Subdivision of the State
of Florida

ATTEST:

By: _____

Typed Name: _____

Typed Name: _____

Title: _____

Title: _____

APPROVED AS TO FORM AND LEGALITY

Participating Agency Attorney

Signature page for **Seminole County BCC**

PARTICIPATING AGENCY

County of Volusia,

A Political Subdivision of the

State of Florida

Attest:

County Chair, County Council

County Manager

Date: _____

Date: _____

Approved as to form and legality:

Date: _____

County Attorney

Signature page for County of Volusia

Appendix A

Point of Contact

Brevard County Sheriff's Office

POC: Commander Paul Drinkwater

Address: 700 Park Ave

Email: paul.drinkwater@bcso.us

Brevard County Emergency Management

POC: Director Kimberly Prosser

Address: 1746 Cedar Street, Rockledge, FL 32955

Email: kimberly.prosser@brevardcounty.us

Lake County Sheriff's Office

POC: Sergeant Ralph McDuffie

Address: 360 West Ruby Street Tavares, FL 32778

Email: Ralph.McDuffie@lcso.org

Lake County Department of Public Safety/Emergency Management Division

POC: Thomas Carpenter, Emergency Management Division Manager

Address: 425 West Alfred Street, Tavares, FL 32778-7800

Email: tcarpenter@lakecountyfl.gov

Orlando Police Department

POC: Chief John Mina

Address: 100 South Hughey Avenue, Orlando, FL 32801

Email: john.mina@cityoforlando.net

Orange County Emergency Management

POC: Director Dave Freeman

Address: 6590 Amory Court, Winter Park, FL 32793

Email: dave.freeman@ocfl.net

Osceola County Sheriff's Office

POC: Major Ron Burnett

Address: 2601 E. Irlo Bronson Memorial Hwy., Kissimmee, FL 34744

Email: rbur@osceola.org

Osceola County Office of Emergency Management

POC: Director Stephen M. Watts

Address: 2586 Partin Settlement Rd., Kissimmee, FL 34744

Email: stephen.watts@osceola.org

Seminole County Sheriff's Office

POC: Captain Karen Mills

Address: 100 Bush Blvd., Sanford, FL 32773

Email: kmills@seminolesheriff.org

Seminole County Emergency Management

POC: Manager Alan Harris

Address: 150 Bush Blvd. Sanford, FL 32773-6179

Email: aharris@seminolecountyfl.gov

Volusia County Government/Emergency Management

POC: Director James Judge

Address: 3825 Tiger Bay Road, Ste. 102, Daytona Beach, FL 32124

Email: JJudge@Volusia.Org

Appendix B
Program Statutes, Regulations and Special Conditions

- 1) 53 Federal Register 8034
- 2) Lobbying Prohibitions 31 U.S.C. §1352
- 3) Chapter 473, Florida Statutes
- 4) Chapter 215, Florida Statutes
- 5) E.O. 12372 and Uniform Administrative Requirements for Grants and Cooperative Agreements 28 CFR, Part 66, Common rule,
- 6) Uniform Relocation Assistance and Real Property Acquisitions Act of 1970
- 7) Section 102(a) of the Flood Disaster Protection Act of 1973, Public Law 93-234, 87 Stat. 975
- 8) Section 106 of the National Historic Preservation Act of 1966 as amended (16 USC 470), Executive Order 11593
- 9) Archeological and Historical Preservation Act of 1966 (16 USC 569a-1 et seq.)
- 10) Title I of the Omnibus Crime Control and Safe Streets Act of 1968,
- 11) Juvenile Justice and Delinquency Prevention Act, or the Victims of Crime Act
- 12) 28 CFR applicable to grants and cooperative agreements
- 13) Omnibus Crime Control and Safe Streets Act of 1968, as amended,
- 14) 42 USC 3789(d), or Victims of Crime Act (as appropriate);
- 15) Title VI of the Civil Rights Act of 1964, as amended;
- 16) Section 504 of the Rehabilitation Act of 1973, as amended;
- 17) Subtitle A, Title II of the Americans with Disabilities Act (ADA) (1990);
- 18) Title IX of the Education Amendments of 1975;
- 19) Age Discrimination Act of 1975; Department of Justice Non-Discrimination Regulations,
- 20) 28 CFR Part 42, Subparts C,D,E, and G
- 21) Department of Justice regulations on disability discrimination, 28 CFR Part 35 and Part 39
- 22) Chapter 252, Florida Statutes
- 23) Rule Chapters 27P-6, 27P-11, and 27P-19, Florida Administrative Code
- 24) 44 CFR, Part 302
- 25) 48 CFR, Part 31
- 26) OMB Circular A-21, A-102, A-110, A-122, A-128, A-87 and A-133
- 27) Drug Free Workplace Act of 1988
- 28) False Claims Act and Program Fraud Civil Remedies (31 U.S.C. § 3729)
- 29) Fly America Act of 1974
- 30) Hotel and Motel Fire Safety Act of 1990 (15 U.S.C. §2225(a))
- 31) Trafficking Victims Protection Act of 2000
- 32) USA Patriot Act of 2001

Special Conditions

1. The OCSO and O/OUA participants shall comply with the most recent version of the Administrative Requirements, Cost Principles, and Audit Requirements. A non-exclusive list of regulations commonly applicable to Department of Homeland Security grants are listed below:
 - A. Administrative Requirements
 - 44 CFR Part 13, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments
 - 2 CFR Part 215, Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations (OMB Circular A-110)
 - B. Cost Principles
 - 2 CFR Part 225, Cost Principles for State, Local and Indian Tribal Governments (OMB Circular A-87)

- 2 CFR Part 220, Cost Principles for Educational Institutions (OMB Circular A-21)
- 2 CFR Part 230, Cost Principles for Non-Profit Organizations (OMB Circular A-122)
- Federal Acquisition Regulations (FAR), Part 31.2 Contract Cost Principles and Procedures, Contracts with Commercial Organizations

C. Audit Requirements

- OMB Circular A-133, Audits of States, Local Governments, and Non-Profit Organizations
- The OCSO and O/OUA understands and agrees that it cannot use any federal funds, either directly or indirectly, in support of the enactment, repeal, modification or adoption of any law, regulation or policy, at any level of government, without the express prior written approval of FEMA.
- The Funding Opportunity Announcement for this program is hereby incorporated into your award by reference. By accepting these funds, the recipient agrees that all allocations and use of funds under this grant will be in accordance with the requirements contained in the Funding Opportunity Announcement.
- Neither the OCSO nor any O/OUA participants shall undertake any project having the potential to impact Environmental or Historical Preservation (EHP) resources without the prior approval of FEMA, including but not limited to communications towers, physical security enhancements involving ground disturbance, new construction, and modifications to buildings, structures and objects that are 50 years old or older, and purchase and use of sonar equipment. The OCSO and O/OUA participants must comply with all conditions placed on the project as the result of the EHP review. Any change to the approved project scope of work will require re-evaluation for compliance with these EHP requirements. If ground disturbing activities occur during project implementation, the OCSO and O/OUA participants must ensure monitoring of ground disturbance, and if any potential archeological resources are discovered, the OCSO and O/OUA participants will immediately cease construction in that area and notify FEMA and the appropriate State Historic Preservation Office. Any construction activities that have been initiated without the necessary EHP review and approval will result in a non-compliance finding and will not be eligible for FEMA funding.