

**MEMORANDUM OF UNDERSTANDING BETWEEN  
FLORIDA DIVISION OF EMERGENCY MANAGEMENT  
AND  
HERNANDO COUNTY**

This Memorandum of Understanding ("MOU") is entered into by and between the Florida Division of Emergency Management ("Division" or "FDEM") and Hernando County ("County"), Florida, hereafter referred to collectively as "Parties." The purpose of this MOU is to establish the obligations and responsibilities of the Parties under Section 1206 of the Disaster Recovery Reform Act ("DRRA"), as it relates to Federal Declaration DR-4828-FL ("Hurricane Helene"). Pursuant to this MOU, FDEM will assume legal responsibility for DRRA Section 1206 activities within the County.

WHEREAS, the Division is responsible for maintaining a comprehensive statewide program of emergency management and serves as the lead state agency in coordinating emergency management efforts between local, state, and federal agencies; and

WHEREAS, on September 23, 2024, the Governor issued Executive Order 24-208, declaring a state of emergency in response to significant threat of storm surge, coastal flooding and erosion, heavy rainfall and flash flooding, and damaging winds to the Florida Gulf Coast, and, among other things, delegating to the Director of the Division the authority as the State Coordinating Officer to exercise those powers delineated in section 252.36(6)-(12), F.S.; and

WHEREAS, on September 25, 2024, Hurricane Helene made landfall as a Category 4 Hurricane with sustained winds of approximately 140 miles per hour, including Hernando County; and

WHEREAS, on September 29, 2024, the Federal Emergency Management Agency ("FEMA") issued Federal Declaration DR-4828-FL in response to Helene, designating Hernando County as one of several counties eligible for public assistance, including DRRA Section 1206 related projects.

NOW, THEREFORE, in consideration of the mutual covenants herein, Parties agree as follows:

- (1) FDEM shall assume legal responsibility for implementation of the provisions of DRRA Section 1206 within County limits, as applicable under DR-4828-FL.
- (2) FDEM shall be responsible for Building Code Administration and Code Enforcement within County limits, in accordance with FEMA Policy FP 204-079-01, as applicable under DR-4828-FL.
- (3) FDEM shall be responsible for DRRA Section 1206 eligible Floodplain Management Administration and Enforcement within County limits, in accordance with FEMA Policy FP 204-079-01, as applicable under DR-4828-FL.

- (4) FDEM shall be responsible for the completion of Substantial Damage Assessments ("SDA") within County limits, for eligible structures under DR-4828-FL. As of drafting of this document, several structures have been identified and this MOU may be amended to reflect the accurate number of structures post-assessment.
- (5) FDEM shall be responsible for any procurements and contracting necessary to complete the above activities on the County's behalf.
- (6) Each Party hereto agrees that it shall be solely responsible for the negligent or wrongful acts of its own employees, contractors, representatives and/or agents. Nothing contained herein shall constitute a waiver by either Party of its sovereign immunity or the provisions of section 768.28, Florida Statutes. Nothing herein shall be construed as consent by either Party to be sued by third parties.
- (7) This MOU contains all the terms and conditions agreed upon by the Parties and no prior written or oral agreement, express or implied, shall be admissible to contradict the provisions of this MOU.
- (8) This MOU shall be governed by the laws of the State of Florida and the venue shall be Leon County, Florida.
- (9) This MOU may be executed electronically and in two (2) or more counterparts, each of which shall be deemed an original. The signatures, including electronic signatures, to this MOU may be executed on separate pages, and when attached to this MOU shall constitute one complete document.
- (10) Either Party may request changes to this MOU. Any changes, modifications, revisions or amendments to this MOU that are mutually agreed upon by and between the Parties to this MOU, shall be incorporated by written instrument and effective when executed and signed by all Parties to this MOU.
- (11) All notices provided under or pursuant to this MOU shall be in writing, either by email, hand delivery, or first-class certified mail, return receipt requested, to the representatives identified below. Within 5 calendar days, each Party shall update the other Parties regarding changes to the contact information of the representatives below, as applicable.

FDEM:  
Bureau of Mitigation: Laura Dhuwe  
Division of Emergency Management  
2555 Shumard Oak Blvd.  
Tallahassee, FL 32399-2100  
Telephone: 850-879-0872  
Email: [laura.dhuwe@em.myflorida.com](mailto:laura.dhuwe@em.myflorida.com)

COUNTY:  
Jeff Rogers  
County Administrator  
15470 Flight Path Drive,  
Brooksville, FL 34604  
Telephone: (352) 754-4002  
Email: administration@hernandocounty.us

- (12) This MOU is effective upon its execution by both Parties and may be modified only in writing upon agreement by both Parties. This MOU shall expire on March 27, 2025, unless an extension is mutually agreed to in writing by the Parties.

IN WITNESS WHEREOF, the Parties hereto have caused this Memorandum of Understanding to be executed by their duly authorized representatives on the dates below.

DIVISION:  
Division of Emergency Management  
By: Director or Designee

COUNTY:  
Hernando County  
By: Chairman or Designee

By: \_\_\_\_\_

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

FOR THE USE AND RELIANCE OF HERNANDO  
COUNTY ONLY APPROVED AS TO FORM  
AND LEGAL SUFFICIENCY.

*Victoria Anderson*  
\_\_\_\_\_  
Assistant County Attorney