

**Lee County Board Of County Commissioners
Agenda Item Summary**

Blue Sheet No. **20041694**

1. REQUESTED MOTION:

ACTION REQUESTED: Authorize Chairman to execute Memorandum of Understanding between the Department of Community Affairs and the Lee County Board of County Commissioners, in the amount of \$68,064.83 to purchase a Tow Vehicle to transport the trailer mounted Emergency Deployable Interoperability Communications System (EDICS). Approve Budget amendment resolution in the amount of \$68,065.00.

WHY ACTION IS NECESSARY: Commission Chairman's signature is required to execute the modification.

WHAT ACTION ACCOMPLISHES: The Memorandum of Understanding provides funding to purchase a Tow Vehicle to deliver the EDICS communication package to the requesting agency.

**2. DEPARTMENTAL CATEGORY:
COMMISSION DISTRICT #:**

C7B

3. MEETING DATE:

01-04-2005

4. AGENDA:

- CONSENT
- ADMINISTRATIVE
- APPEALS
- PUBLIC
- WALK ON
- TIME REQUIRED:

**5. REQUIREMENT/PURPOSE:
(Specify)**

- STATUTE
- ORDINANCE
- ADMIN. CODE
- OTHER

6. REQUESTOR OF INFORMATION:

- A. COMMISSIONER _____
- B. DEPARTMENT _____
- C. DIVISION Public Safety
- BY: John D. Wilson, Director

7. BACKGROUND:

On January 7, 2003, the Lee County Board of County Commissioners entered into an agreement with the Florida Department of Community Affairs, for the purpose of receiving specialized equipment and participation as a State of Florida Regional Terrorism Response Asset. Under the agreement the Emergency Deployable Interoperable Communications System (EDICS), a transportable rapidly deployable communications system, becomes the responsibility of Lee County Emergency Management to deliver to a requesting agency. The Department of Community Affairs is providing funding through this agreement for a vehicle to transport the system.

Attachment: Four (4) Memorandum of Understandings

8. MANAGEMENT RECOMMENDATIONS: Staff is in support of request.

9. RECOMMENDED APPROVAL:

A Department Director	B Purchasing of Contracts	C Human Resources	D Other	E County Attorney	F Budget Services Risk	G County Manager
<i>[Signature]</i> 12/16/04	<i>[Signature]</i> 12/16/04	N/A		<i>[Signature]</i> 12/16/04	OM 12/20/04 Risk 12-20-04	<i>[Signature]</i> 12/20/04

10. COMMISSION ACTION:

- APPROVED
- DENIED
- DEFERRED
- OTHER

Rec. by Coatty
12/17/04
Time 8:45
Forwarded
Admin.
12/17/04

RECEIVED BY
COUNTY ADMIN:
12-16-04
11:30
COUNTY ADMIN
FORWARDED TO:
12/20/04
9 32414

RESOLUTION

Amending the Fund 00100 Lee County General Fund Budget to incorporate the unanticipated receipts into Estimated Revenues and Appropriations for the fiscal year 2004-2005.

WHEREAS, in compliance with the Florida Statutes 129.06(2), it is the desire of the Board of County Commissioners of Lee County, Florida, to amend Fund 00100 Lee County General Fund budget for \$68,065 of the unanticipated revenue from Dept of Community Affairs grant and an appropriation of a like amount into expenditures and;

WHEREAS, the Fund 00100 Lee County General Fund budget shall be amended to include the following amounts which were previously not included.

ESTIMATED REVENUES

Prior Total:		\$365,208,474
Additions		
11078400100.331200.9005	Dept. of Community Affairs Grant	\$68,065
Amended Total Estimated Revenues		\$365,276,539

APPROPRIATIONS

Prior Total:		\$365,208,474
Additions		
11078400100.506430	Vehicles & Rolling Stock	\$68,065
Amended Total Appropriations		\$365,276,539

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Lee County, Florida, that the Fund 00100 Lee County General Fund budget is hereby amended to show the above additions to its Estimated Revenue and Appropriation accounts.

Duly voted upon and adopted in Chambers at a regular Public Hearing by the Board of County Commissioners on this ____ day of _____, 2005.

ATTEST:
CHARLIE GREEN, EX-OFFICIO CLERK

BOARD OF COUNTY COMMISSIONERS
LEE COUNTY, FLORIDA

BY: _____
DEPUTY CLERK

CHAIRMAN

APPROVED AS TO FORM

OFFICE OF COUNTY ATTORNEY

DOC TYPE YA
LEDGER TYPE BA

FORWARD WITH AGREEMENT AND BLUE SHEET

ALL INFORMATION IS REQUIRED - DO NOT LEAVE ANY BLANKS - USE N/A WHEN NOT APPLICABLE

GRANT AT A GLANCE

GRANT AWARD INFORMATION

- 1. County Grant ID (project #): 0784
- 2. Title of Grant: Tow Vehicle for EDICS
- 3. Amount of Award: \$68,064.83
- 4. Amount of Match Required: \$0
- 5. Type of Match: N/A
(cash, in-kind etc)

6. SOURCE OF GRANT FUNDS & CATALOG NUMBER:

FEDERAL <input checked="" type="checkbox"/> CFDA #	STATE <input type="checkbox"/> CSFA #
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7. Agency Contract Number:

8. Contract Period:	Begin Date: Upon Execution	End Date: 2yrs from execution
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9. Name of Subrecipient(s) Dept of Community Affairs

10. Business Unit(s): 11078400100

11. Scope of Grant: (describe project). Funds provided to purchase a Tow Vehicle to deliver the EDICS communication package to the requesting agency.

12. Has this Grant been Funded Before? YES NO If YES When?

13. Is Grant Funding Anticipated in Subsequent Years? YES NO

14. If Grant Funding Ends Will This Program Be Continued at County Expense? YES NO
If YES What is the Lee County Budget Impact:

1st Year	2 nd Year	3 rd Year
4 th Year	5 th Year	

Check Box if Additional Information on Program and Budget Impact is provided in *Comment Section* on page 2

ADMINISTERING DEPARTMENT INFORMATION

- 1. Department: Public Safety
- 2. Contacts:

Program Mgr. John D Wilson	Phone #: 344-5429
Fiscal Mgr. Patti Hojnacki	Phone #: 344-5407

GRANTOR AGENCY INFORMATION

(The agency you signed this agreement with)

- 1. Grantor Agency: Department of Community Affairs
- 2. Program Title/Division: Division of Emergency Management
- 3. Agency Contact: Eva Thorpe
- 4. Phone Number: 850/413-9939 email Address # eva.Thorpe@dca.state.fl.us
- 5. Mailing Address: 2555 Shumrd Oak Blvd., Tallahassee, FL 32399-2100

SOURCE OF FUNDS

- 1. Original Funding
Source: Department of Homeland Security
(name of agency where funding originated from)
- 2. Pass Through Agency: DCA State Emergency Mgmt to Lee County
(middleman if any? Example: federal \$\$ from US DOT given to STATE of FL DOT -- then from STATE DOT to Lee County DOT --- STATE of FL DOT is the pass-through agency).
- 3. Additional Information for Other Agencies Involved:

3a. Is the County a Grantee or Subrecipient in #3 above: subrecipient

REPORTING REQUIREMENTS

1. Does this grant require a separate subfund? YES NO
(Example: you need to return interest earnings)

Please Explain:

2. Is funding received in advance? YES NO
(If YES, please indicate conditions for returning residual proceeds, or interest and the address to return it to, if different from the Grantor Agency Information)

COMMENTS--INSTRUCTIONS:

**MEMORANDUM OF UNDERSTANDING
FOR EXPENDITURE OF LOCAL GOVERNMENT UNIT FUNDING
FROM 2004 DOMESTIC PREPAREDNESS GRANT
STATE HOMELAND SECURITY GRANT PROGRAM**

THIS AGREEMENT is entered into by and between the Lee County Board of County Commissioners ("Local Government Unit") and the Florida Division of Emergency Management ("FDEM").

WHEREAS, the U.S. Department of Homeland Security, Office of Domestic Preparedness has made available 2004 Domestic Preparedness Grant funds to the Florida Department of Community Affairs ("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.

WHEREAS, the 2004 Homeland Security Grant Program ("SHSGP"), is a portion of the 2004 Domestic Preparedness Grant and provides funds to enhance the capability of State and local units of government to prevent, deter, respond to, and recover from incidents of terrorism.

WHEREAS, the 2004 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 unit of government, specifying the amount of funds to be retained by the State for purchase; and

WHEREAS, the State and the Local Unit of Government have utilized the State of Florida's State Homeland Security Strategies as the basis for the allocation of 2004 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 Unit of Government requests the State, through FDCA to retain the amount of **\$68,064.83** ("Grant Fund Amount"), as a portion of the Local Unit of Government's allocation of the SHSGP portion of the 2004 Domestic Preparedness Grant, for Purchases identified herein to be made by the State on behalf of the Local Unit of Government.
2. FDCA, representing the State in its administration of the 2004 SHSGP grant funds, agrees to retain and expend the Grant Fund Amount for identified Purchases, on behalf of the Local Government Unit.
3. The purchases to be made by the State through FDCA, on behalf of the Local Government Unit, consist of the planning, organizational, equipment, training, exercise and/or management and administrative items identified below ("Purchases"), under the authorized 2004 SHSGP activity/activities designated below.

Planning
Specific program, service, item: _____

Equipment Acquisition
Specific program, service, item: Purchase a Tow Vehicle to support the Emergency Deployable interoperability Communications System package and deliver to the requesting agency.

Training
Specific program, service, item: _____

Exercise
Specific program, service item: _____

Management and Administration: _____

4. FDCA has been approved by the State and the Local Government Unit, as the appropriate agency to acquire the items and/or provide the services required for the above-referenced Purchases on behalf of the Local Government Unit.
5. FDCA shall apply the Grant Fund Amount, on behalf of the Local Government Unit, to complete the Purchases identified herein within the timeframe(s) required by the 2004 Domestic Preparedness Grant guidelines.
6. FDCA may maintain custody and control of any equipment purchased to this Agreement on behalf of the Local Government Unit and/or transfer said equipment to partnering agencies within the Regional Domestic Security Task Forces to the benefit of all local agencies statewide.
7. The parties agree to comply with state and federal guidelines in the allocation, expenditure and reporting of the use of the Grant Fund Amount.
8. This Agreement is effective upon its execution by the parties and may be modified only in writing with execution by both parties. This Agreement terminates two (2) years from the date of the award of the 2004 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.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their undersigned officials as duly authorized.

LEE COUNTY BOARD OF COUNTY COMMISSIONERS

**DEPARTMENT OF COMMUNITY AFFAIRS
DIVISION OF EMERGENCY MANAGEMENT**

Name of Agency

Name of Agency

Signature of Agency Official

Signature of Agency Official

Printed Name of Agency Official

W. Craig Fugate, Director, Emergency Management
Printed Name of Agency Official

Date

Date

Witness Signature

Witness Signature