

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

Blue Sheet No. 20051812

1. ACTION REQUESTED/PURPOSE: Request Board to Approve a Memorandum of Understanding (MOU) for expenditure of Local Government Unit funding for Florida Urban Search and Rescue Task forces in the amount of \$416,157.20. No County Match Required. Approve Budget Resolution in like amount.

2. WHAT ACTION ACCOMPLISHES: State must enter into a MOU with the Local Government Unit before funds can be disbursed by the State for planning, equipment, training, exercise, and management and administrative purchases and activities in Domestic Preparedness.

3. MANAGEMENT RECOMMENDATION: Staff recommends approval.

4. Departmental Category: 07

C7C

5. Meeting Date:

01-10-2006

6. Agenda:

- Consent
- Administrative
- Appeals
- Public
- Walk-On

7. Requirement/Purpose: (specify)

- Statute
- Ordinance
- Admin. Code
- Other

8. Request Initiated:

Commissioner _____
Department Emergency Management
Division Public Safety

By: John D. Wilson, Director *[Signature]*

9. Background:

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.

The 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 Task Force 6 to provide funding in the amount of no less than \$50,000 sustainment funds for the maintenance of US&R equipment (previously purchased with ODP funds), \$263,792 for purchase of equipment towards Type II build-out, and \$102,365.20 for training in SFM approved US&R training courses.

Funds are available: 11082400100.331200.9005

Attachments (4) Memorandum of Understandings
 Budget Resolution

10. Review for Scheduling:

Department Director	Purchasing or Contracts	Human Resources	Other	County Attorney	Budget Services				County Manager/P.W. Director
					Analyst	Risk	Grants	Mgr.	
<i>[Signature]</i>	<i>[Signature]</i>	N/A		<i>[Signature]</i>	<i>[Signature]</i>	<i>[Signature]</i>	<i>[Signature]</i>	<i>[Signature]</i>	<i>[Signature]</i>
					12/15/05	12/20/2005	12/14/05	12/29/05	

11. Commission Action:

- Approved
- Dcferred
- Denied
- Other

RECEIVED BY	<i>[Signature]</i>
COUNTY ADMIN:	<i>[Signature]</i>
COUNTY ADMIN FORWARDED TO:	<i>[Signature]</i>
	12/15/05
	10:30

Rec. by CoAtty	<i>[Signature]</i>
Date:	1/9/06
Time:	4:55 PM
Forwarded To:	<i>[Signature]</i>

RESOLUTION

Amending the Fund 00100 Lee County General Fund Budget to incorporate the unanticipated receipts into Estimated Revenues and Appropriations for the fiscal year 2005-2006.

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 \$416,157 of the unanticipated revenue from a Homeland Security Grant and an appropriation of a like amount into expenditures and;

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

ESTIMATED REVENUES

Prior Total:		\$482,363,431
Additions		
11082400100.331200.9005	Homeland Security Grant	\$416,157
Amended Total Estimated Revenues		\$482,779,588

APPROPRIATIONS

Prior Total:		\$482,363,431
Additions		
11082400100.503490	Other Contracted Services	102,365
11082400100.504630	Equipment Maintenance	50,000
11082400100.506410	Furniture & Equipment	263,792
Amended Total Appropriations		\$482,779,588

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 #): Memorandum of Understanding
- 2. Title of Grant: USAR
- 3. Amount of Award: \$416,157.20
- 4. Amount of Match Required: \$0
- 5. Type of Match: NA
(cash, in-kind etc)

6. SOURCE OF GRANT FUNDS & CATALOG NUMBER:

FEDERAL <input checked="" type="checkbox"/> CFDA #97.004	STATE <input type="checkbox"/> CSFA #
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7. Agency Contract Number: N/A

8. Contract Period:	Begin Date: <u>Upon Execution</u>	End Date: <u>June 30, 2006</u>
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9. Name of Subrecipient(s) Lee County

10. Business Unit(s): 11082400100.331200.9005

<p>11. Scope of Grant: The 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 Task Force 6 to provide funding in the amount of no less than \$50,000 sustainment funds for the maintenance of US&R equipment (previously purchased with ODP funds), \$263,792 for purchase of equipment towards Type II build-out, and \$102,365.20 for training in SFM approved US&R training courses.</p>

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. <u>John Wilson</u>	Phone #: <u>344-5429</u>

GRANTOR AGENCY INFORMATION

(The agency you signed this agreement with)

- 1. Grantor Agency: Florida Department of Financial Services, Division of State Fire Marshal
- 2. Program Title/Division: SHSGP Funds
- 3. Agency Contact: John J. DeLorio, II
- 4. Phone Number: 352/369-2840
- 5. Mailing Address: Division of State Fire Marshal
Bureau of Fire Standards and Training
11655 NW Gainesville Road
Ocala, FL 34482-1486

SOURCE OF FUNDS

- 1. Original Funding
Source: Federal
(name of agency where funding originated from)
- 2. Pass Through Agency: State 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: Grantee

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
FOR FLORIDA URBAN SEARCH AND RESCUE TASK FORCES
FROM 2005 DOMESTIC PREPAREDNESS GRANT STATE HOMELAND SECURITY GRANT PROGRAM**

THIS AGREEMENT is entered into by and between Lee County 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 \$416,157.20 (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 **Task Force 6** to provide funding in the amount of no less than \$50,000 sustainment funds for the maintenance of US&R equipment (previously purchased with ODP funds), \$263,792 for purchase of equipment towards Type II build-out, and \$102,365.20 for training in SFM approved US&R 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

5. 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.
6. 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.
7. The Local Government Unit shall use the funds provided to it under this Memorandum of Understanding ("the eligible training") for the purpose specified in the Florida Strategy, and specifically agrees to:

Upon notification by the SFM, 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 by both parties that State of Florida US&R system commitments will not conflict with FEMA commitments or responses.
8. 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 in two (2) years from the date of the award of the 2005 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.
9. 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. DeIorio, 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: John D. Wilson, Director, Lee County Public Safety
 Address: P.O. Box 398
 City/State/Zip Fort Myers, FL 33902-0398
 Phone Number: 239-344-5400
 Email: wilsonjd@leegov.com

and Chief Ken Craft – Bonita Springs Fire Control & Rescue District
 Address: 27490 Old 41 Rd.
 City/State/Zip Bonita Springs, FL 34135
 Phone Number: 239-949-6200
 Email: kcniss@aol.com/b3@bonitafire.org

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

Lee County

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

Lisa Miller, Chief of Staff, Department of Financial Services

Printed Name of Agency Official

Date

Approved As To Form:

Office of the County Attorney