

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

Blue Sheet No. 20060155

1. ACTION REQUESTED/PURPOSE: Authorize Chairwoman to sign a Memorandum of Understanding between Lee County and the Florida Department of Law Enforcement, which grants this State agency the authority to expend locally obligated funds from the 2005 Homeland Security Grant Program. No budget authority is required at this time.

2. WHAT ACTION ACCOMPLISHES: Allows the Florida Department of Law Enforcement to disburse Homeland Security grant funding for eight regional domestic security task force planning positions, one of which will be coming to Lee County.

3. MANAGEMENT RECOMMENDATION: Staff recommends approval.

4. Departmental Category:

C7A

5. Meeting Date:

February 21, 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 *JW*

9. Background: The U.S. Department of Homeland Security granted \$525,000 to the State of Florida for eight planner positions as part of the 2005 State Homeland Security Grant Program funds. These positions would be responsible for planning, training, exercise, management and administrative duties supporting each regional domestic security task force throughout the State. One of these positions would be assigned to Lee County through the Lee County Emergency Management Program.

The Florida Department of Law Enforcement (FDLE) has asked Lee County to serve as the locally designated agency due to the requirement in the Homeland Security Grant Program guidelines that 80 percent of the funds must be obligated to a local unit of government. The attached Memorandum of Understanding allows Lee County to request that FDLE retain the funding for these positions on behalf of the local sponsoring governmental unit. This allows FDLE to enter into agreements with other agencies that would administer these positions, thus removing that burden and additional cost from the County. Lee County would receive a separate agreement for the position assigned to the Region 6 Domestic Security Task Force, at which time budget authority would be requested for just that portion of the allocated funding for that position.

Attachment: Three copies of the Memorandum of Understanding For Expenditure of Local Government Funding From 2005 State Homeland Security Grant Program

10. Review for Scheduling:

Department Director	Purchasing or Contracts	Human Resources	Other	County Attorney	Budget Services				County Manager/P.W. Director
<i>[Signature]</i>	<i>Cindy [Signature]</i>			<i>[Signature]</i>	Analyst	Risk	Grants	Mgr.	<i>[Signature]</i>
					<i>[Signature]</i>	<i>[Signature]</i>	<i>[Signature]</i>	<i>[Signature]</i>	<i>[Signature]</i>

11. Commission Action:

- Approved**
- Deferred**
- Denied**
- Other**

RECEIVED BY COUNTY ADMIN:	<i>[Signature]</i>
Date:	<i>2-8-06</i>
Time:	<i>11:48</i>
COUNTY ADMIN FORWARDED TO:	

Rec. by CoAtty	<i>[Signature]</i>
Date:	<i>2/8/06</i>
Time:	<i>10:10 AM</i>
Forwarded To:	

**MEMORANDUM OF UNDERSTANDING
FOR EXPENDITURE OF LOCAL GOVERNMENT UNIT FUNDING
FROM 2005 STATE HOMELAND SECURITY GRANT PROGRAM (SHSGP)**

THIS AGREEMENT is entered into by and between the **Lee County, Florida (Board of County Commissioners)** (Local Government Unit) and the **Florida Department of Law Enforcement (FDLE)**, hereinafter referred to as "the Parties".

WHEREAS, the U.S. Department of Homeland Security (DHS), Office of State and Local Government Coordination and Preparedness (SLGCP), Office for Domestic Preparedness (ODP), has made available the 2005 State Homeland Security Grant Program (SHSGP) 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, pursuant to the authority of federal grant guidelines, the FDCA has awarded FDLE a portion of the 2005 State Homeland Security Grant Program (SHSGP);

WHEREAS, the 2005 Homeland Security Grant Program guidelines require the State of Florida (State) to obligate not less than 80% of the 2005 SHSGP funds to local units of government;

WHEREAS, the 2005 Homeland Security Grant Program 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 expenditures; 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 FDCA and FDLE, to retain the amount of **\$525,000.00** (Grant Fund Amount), as a portion of the Local Government Unit's allocation of the SHSGP portion of the 2005 Homeland Security Grant Program, for expenditures identified herein to be made by the State on behalf of the Local Government Unit.
2. FDLE, representing the State in its administration of a portion of the 2005 SHSGP grant funds, agrees to retain and expend the Grant Fund Amount for identified expenditures, on behalf of the Local Government Unit.
3. The expenditures to be made by the State through FDLE, on behalf of the Local Government Unit, consist of the planning, organizational, equipment, training, exercise, and/or management and administrative items identified below (Expenditures), under the authorized 2005 SHSGP activity/activities designated below:

Information Sharing to Preempt Terrorist Attacks

8 RDSTF Planner positions - 2005 Funding Issue #8b - \$525,000.00

FDLE will employ eight full-time, temporary planner positions and will make related, authorized expenditures for office equipment, supplies, travel costs, etc., to support the Local Government Unit, and regional response efforts, in conjunction with statewide domestic security efforts. One planner will be assigned to each of the seven Florida Regional Domestic Security Task Forces and one to the FDLE Office of Domestic Preparedness. Authorized regional planning related activities to be performed by the planners will be determined by the RDSTF and approved by the RDSTF Chair and Co-Chair.

- Target Hardening to Reduce Vulnerability
- Threat Recognition
- Intervention Activities
- Interoperable Communications

4. FDLE has been approved by the State and the Local Government Unit as the appropriate agency to hire the personnel and provide the services related to the above-referenced Expenditures on behalf of the Local Government Unit.
5. FDLE shall apply the Grant Fund Amount, on behalf of the Local Government Unit, to complete the Expenditures identified herein within the timeframe(s) required by the 2005 Homeland Security Grant Program guidelines.
6. FDLE may retain the personnel employed (and related office equipment and supplies) pursuant to this agreement, on behalf of the local government, for the benefit of the Regional Domestic Security Task Forces and all local law enforcement 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 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.

IN WITNESS WHEREOF, the Parties hereto have caused this agreement to be executed by the undersigned officials as duly authorized.

PLEASE SIGN & DATE

**LEE COUNTY, FLORIDA
(Board of County Commissioners)**

FLORIDA DEPARTMENT OF LAW ENFORCEMENT

Signature of Agency official

Signature of Agency official

Printed Name of Agency official

Printed Name of Agency official

Title of Agency official

Title of Agency official

Date

Date

Witness Signature

Witness Signature