

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

Blue Sheet No. 20050964

1. ACTION REQUESTED/PURPOSE: Authorize Chairman to execute a revised Memorandum of Understanding with the Department of Community Affairs to receive a Tow Vehicle to transport the trailer mounted Emergency Deployable interoperability Communications System (EDICS).

2. WHAT ACTION ACCOMPLISHES: Furnishes equipment in order to fulfill the purposes of the Florida Terrorism Response Strategy.

3. MANAGEMENT RECOMMENDATION: Staff recommends approval.

4. Departmental Category: 07

C7A

5. Meeting Date:

8-2-2005

6. Agenda:

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

7. Requirement/Purpose: (specify)

- Statute
- Ordinance
- Admin. Code
- Other

8. Request Initiated:

Commissioner _____
 Department _____ Independent
 Division _____ Public Safety
 By: John D. Wilson, Director *JDW*

9. Background:

On January 4, 2005, the Lee County Board of County Commissioners approved a Memorandum of Understanding (MOU) to purchase a Tow Vehicle to transport the trailer mounted Emergency Deployable Interoperable Communications System (EDICS), a transportable rapidly deployable communications system. However, the price of the Tow Vehicle increased, which required the State to revise the MOU to address the additional funding required. All other conditions remain the same.

Attachment: Four (4) Memorandum of Understandings

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>N/A</i>			<i>[Signature]</i>	<i>[Signature]</i>	<i>[Signature]</i>	<i>[Signature]</i>	<i>[Signature]</i>	<i>HS 7/15/05</i>

11. Commission Action:

- Approved
- Deferred
- Denied
- Other

RECEIVED BY COUNTY ADMIN:	<i>[Signature]</i>
7-14-05	
4:45	
COUNTY ADMIN FORWARDED TO:	<i>[Signature]</i>
<i>[Signature]</i>	
<i>[Signature]</i>	

FORWARDED TO:	<i>[Signature]</i>
7-14-05	

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: EDICS TOW VEHICLE
- 3. Amount of Award: \$No Funds-Equipment Only (Valued @\$104,996.80)
- 4. Amount of Match Required: \$0
- 5. Type of Match: None
(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: N/A

8. Contract Period:	Begin Date: Execution by both parties	End Date: Two years form date of execution by both parties
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9. Name of Subrecipient(s) Lee County Emergency Management

10. Business Unit(s): N/A

11. Scope of Grant: (describe project). Dept. of Community Affairs, Division of Emergency Management will purchase a Tow Vehicle to support the EDIC's package.

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 750.00 –Maint. & 1,500 for fuel	2 nd Year Same	3 rd Year Same
4 th Year Same	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 Hojnachi	Phone #: 344-5408

GRANTOR AGENCY INFORMATION

(The agency you signed this agreement with)

- 1. Grantor Agency: Dept. of Community Affairs
- 2. Program Title/Division: Division of Emergency Management
- 3. Agency Contact: Eva Thorpe
- 4. Phone Number: 850-413-9939
- 5. Mailing Address: 2555 Shumard Oak Blvd.
Tallahassee, FL 32399-2100

SOURCE OF FUNDS

- 1. Original Funding
Source: US Dept. of Homeland Security, Office of Domestic Preparedness
(name of agency where funding originated from)
- 2. Pass Through Agency: Florida Dept. of Community Affairs
(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 Emergency Management ("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 "(as identified below)"; 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 **\$104,996.80** (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.
4. The Recipient agrees that unless the Recipient is a state agency or subdivision, the Recipient 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 Recipient agrees that it is not an employee or agent of the Department, but is an independent contractor.
5. Any Recipient 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 tortuous 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 Recipient 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 Recipient 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 Recipient shall use the goods, equipment, and supplies provided to it under this Memorandum of Understanding ("the eligible equipment") for the purpose specified in the Florida Strategy, and specifically agrees to:
 - a. Upon notification by the Department, the Recipient shall respond to any and all incidents within its regional response area 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 many be agreed under the Florida Strategy.
 - b. The Recipient shall not transfer, rent, sell, lease, alienate, donate, mortgage, encumber or otherwise dispose of "the eligible equipment" without the prior written consent of the Department, nor shall the Recipient use "The Eligible Equipment" for any use other than as specified in the Florida Strategy.

The Recipient agrees to promptly return to the Department, the signed equipment packaging slip(s) acknowledging possession of the all the equipment purchased and delivered under this Memorandum of Understanding.

The name and address for the Department contract managers for this Memorandum of Understanding is:

Contract/Financial Activities::

Eva Thorpe
Department of Community Affairs
2555 Shumard Oak Boulevard
Tallahassee, Florida 32399-2100
Phone Number: (850) 413-9939
Email: eva.thorpe@dca.state.fl.us

Programmatic Activities:

Chuck Hagan, Community Program Managers
Department of Community Affairs
2555 Shumard Oak Boulevard
Tallahassee, Florida 32399-2100
Phone Number: (850) 410-1263
Email: charles.hagan@dca.state.fl.us

The name and address of the representative of the Recipient responsible for the administration of this Memorandum of Understanding is:

Name and Title: Mr. John Wilson, Director
Address: Lee County Emergency Management
14752 Six Mile Cypress Parkway
City/State/Zip Fort Myers, Florida 33912
Phone Number: 239.335.1600
Email: wilsonjd@leegov.com
Fax: 239.335.1638

Planning

Specific program, service, item: _____

Equipment Acquisition/Scope of Work:

The Department of Community Affairs, Division of Emergency Management will purchase a Tow Vehicle to support the Emergency Deployable Interoperability Communications System package and deliver the equipment to the Recipient agency.

- Training
Specific program, service, item: _____
- Exercise
Specific program, service item: _____
- Management and Administration: _____

8. 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.
9. 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.
10. 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.
11. The parties agree to comply with state and federal guidelines in the allocation, expenditure and reporting of the use of the Grant Fund Amount.
12. 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.
12. This Memorandum of Understanding contains all the terms and conditions agreed upon by the parties.

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

RECIPIENT

**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