

**PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS
AGENDA ITEM SUMMARY**

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Meeting Date: May 17, 2011	<input checked="" type="checkbox"/>	Consent	<input type="checkbox"/>	Regular
	<input type="checkbox"/>	Ordinance	<input type="checkbox"/>	Public Hearing

Department: Department of Public Safety
Submitted By: Department of Public Safety
Submitted For: Division of Emergency Management

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I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to: Receive and File the Memorandum of Understanding with The State of Florida, Division of Emergency Management (FDEM); to retain \$6,466 from the 2008 Emergency Management Performance Grant (EMPG) agreement to purchase Statewide Law Enforcement Radio System (SLERS) Radios.

Summary: This is an annual federal grant that the Division of Emergency Management receives to enhance emergency management operations of the County. FDEM retained 2008 EMPG funds for the purchase of SLERS Radios. The purchase of SLERS Radios will enhance the capabilities of the County to respond to, recover from and mitigate the effects of hazards by enabling redundant communications between the County and the State. R2006-0401 gave authority to the County Administrator or his designee, to execute agreements with the State of Florida, Division of Emergency Management on behalf of the Board of County Commissioners. **No County match is required. Countywide (GB)**

Background and Policy Issues: The Emergency Management Performance Grant is intended to enhance Organizational Activities, Planning Costs, Training Costs, Equipment and Acquisition Costs, Management and Administrative Costs and Travel and Conferences Related to EMPG Activities.

Attachments

- 1) Florida Division of Emergency Management Memorandum of Understanding

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Recommended by:	<u><i>Vivian Bonvento</i></u>	<u>4/13/11</u>
	Department Director	Date
Approved By:	<u><i>Vivian Bonvento</i></u>	<u>4/13/11</u>
	Assistant County Administrator	Date

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact

Fiscal Years	<u>2011</u>	<u>2012</u>	<u>2013</u>	<u>2014</u>	<u>2015</u>
Capital Expenditures	_____	_____	_____	_____	_____
Operating Costs	0	_____	_____	_____	_____
External Revenues	0	_____	_____	_____	_____
Program Income (County)	_____	_____	_____	_____	_____
In-Kind Match (County)	_____	_____	_____	_____	_____
Net Fiscal Impact	<u>0</u>	_____	_____	_____	_____
# ADDITIONAL FTE POSITIONS (Cumulative)	_____	_____	_____	_____	_____

Is Item Included In Current Budget? Yes _____ No _____

Budget Account Exp No: Fund Department Unit Object
 Rev No: Fund Department Unit Object

B. Recommended Sources of Funds/Summary of Fiscal Impact:

There is no fiscal impact associated with this item.

Departmental Fiscal Review: Stephanie Lepora

III. REVIEW COMMENTS

A. OFMB Fiscal and/or Contract Dev. and Control Comments:

 OFMB
 4/25/2011
 4/22/11 JB
 4/21/11
 4/18/11
 4/20/11
 4/20/11

 Contract Administration

B. Legal Sufficiency:

 Assistant County Attorney
 4/28/11

C. Other Department Review:

 Department Director

This summary is not to be used as a basis for payment.

**MEMORANDUM OF UNDERSTANDING
FOR EXPENDITURE OF RECIPIENT FUNDING
FROM THE
2008 EMERGENCY MANAGEMENT PERFORMANCE GRANT**

THIS MEMORANDUM OF UNDERSTANDING ("MOU") is entered into by and between **Palm Beach County** ("Recipient") and the **Florida Division of Emergency Management** ("FDEM").

WHEREAS, the U.S. Department of Homeland Security has made available the 2008 Emergency Management Performance Grant (EMPG) funds to the FDEM to benefit Florida's County Emergency Management programs.

WHEREAS, the 2008 EMPG provides funds to enhance the capability of counties within the State of Florida to prepare for, respond to, recover from and mitigate the effects of all hazards faced by the jurisdiction.

WHEREAS, the federal grant guidance encourages States and subgrantees to cooperate in procurement matters to achieve greater economy and efficiency, see 44 C.F.R. §13.36(b)(5).

WHEREAS, the 2008 Emergency Management Performance Grant guidance requires that, if the State retains a portion of said grant funds on behalf of a Recipient, the State must enter into a MOU with the Recipient, specifying the amount of funds to be retained by the State for the purchase of the below identified equipment (the Purchases); and

NOW THEREFORE, in consideration of the mutual promises and conditions herein contained, the parties agree to the following terms:

1. FDEM, in its administration of the EMPG funding, agrees to retain and expend the grant funds for the Purchases on behalf of the Recipient. The total amount of the grant funds retained on behalf of the Recipient for the purchase(s) identified below is: **\$6,466.35**.
2. The Purchases to be made by FDEM on behalf of the Recipient consist of the equipment listed on Attachment A (collectedly the "Purchases").
3. The Purchases shall be delivered by FDEM to Recipient within 30 days after the full execution of this MOU, and the Recipient must complete and return Attachment A within 30 days thereafter confirming the receipt of the Purchases.
4. The Recipient agrees that all notices provided under or pursuant to this MOU 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 shall thereafter be attached to the original of this MOU:

The name and address for the FDEM contract manager for this MOU is:

Name of Contract Manager: Jenene Helms
Florida Division of Emergency Management
Office of Policy and Financial Management
2555 Shumard Oak Boulevard
Tallahassee, Florida 32399-2100
Phone Number: 850-413-9920
E-mail: jenene.helms@em.myflorida.com

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

Bill Johnson
Palm Beach County
20 South Military Trail
West Palm Beach, Florida 33415
Phone: 561-712-6330
E-mail: wjohnso@pbccgov.org

5. The Recipient shall use the Purchases for the purpose specified in the 2008 EMPG guidance.
6. The Recipient shall not transfer, rent, sell, lease, alienate, donate, mortgage, encumber or otherwise dispose of the Purchases without the prior written consent of FDEM.
7. Any Recipient which is a state agency or subdivision, as defined in Section 768.28, Florida Statutes agrees to be fully responsible to the extent provided by Section 768.28, F.S. for its negligent acts or omissions or tortuous acts which result in claims or suites against FDEM, 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 constructed 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 ant contract
8. This MOU is effective upon its execution by the parties and may be modified only in writing with execution by both parties. This MOU shall expire five (5) years from the date of execution.
9. This MOU and attachments contain all the terms and conditions agreed upon by the parties.

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

RECIPIENT: PALM BEACH COUNTY

By: 

Signature

Vince Bonvento,
Director of Public Safety
Name and Title

Date

3/10/11

88

**FLORIDA DIVISION OF EMERGENCY
MANAGEMENT:**

By: 

David Halstead, Director
Division of Emergency Management

Date

4/4/11