RESOLUTION 2006 - 146

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, AMENDING THE FISCAL YEAR 2005 FIRE DISTRICT BUDGET TO RECEIVE UNANTICIPATED REVENUE AND AUTHORIZE ITS EXPENDITURE BY THE ST. JOHNS COUNTY FIRE-RESCUE DEPARTMENT.

WHEREAS, the County operating budget is annually prepared prior to knowing the actual amount of grant funds which may be received by the Fire District; and

WHEREAS, St. Johns County, Florida, when preparing the budget for Fiscal Year 2006, did not anticipate receiving grant funds from the State of Florida Department of Financial Services above and beyond those projected by the Fire-Rescue Department; and

WHEREAS, the State of Florida Department of Financial Services has made available from the U.S. Department of Homeland Security, Office of Domestic Preparedness, additional grant dollars for the purchase of Hazardous Materials Decontamination equipment; and

WHEREAS, the State of Florida Department of Financial Services has approved additional grant funds to St. Johns County for Fiscal Year 2006 that exceeds budgeted grant amounts by \$4,500.00.

NOW THEREFORE, BE IT RESOLVED by the Board of County Commissioners of St. Johns County, Florida, that:

- 1. The above recitals are hereby adopted as legislative findings of fact and incorporated herein.
- 2. The Fire District revenue and expenditure budgets shall be adjusted to account for unanticipated funds from the U.S. Department of Agriculture in the amount of \$4,500.00 for Fiscal Year 2006.

PASSED AND ADOPTED by the Board of County Commissioners of St. Johns County, State of Florida, this 16th day of May, 2006.

BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA

By: James Bryant, Chairman

ATTEST: Cheryl Strickland, Clerk

RENDITION DATE May 19, 2004

By: <u>Rolen S. Kua</u> Deputy Clerk

	Capital Projects &	Grants Init	nation and/or A	mendment Form	
Department	Fire/Rescue	Contact	Steve Canfield		
Project Title	HazMat Decon 2006				
-			Date: 05/02/06	Project Grand Total \$4,500	·
Signatures	Department Director	Budget Office	F	Finance	
			initial budget	amendments	new budget
51200	Regular Salaries			······································	\$0
52100	FICA & Medicare				\$0
52101	Medicare				\$0
52200	Retirement				\$0
52300	Life & Health				\$0
52400	Workers Comp				\$0
53100	Professional Services				\$0
53120	Contract Services		——————————————————————————————————————		\$0
53150	Consulting Services				\$0
53180	Engineering Services				\$0
53401	Indirect Admin Costs (GASB 34 r	equires)			\$0
54100	Communications/Phone	• /			\$0
54300	Utilities				\$0
54500	Insurance				\$0
54601	Equipment Maintenance		<u> </u>		\$0
54602	Vehicle Maintenance				\$0
54900	Advertising				\$0
55100	Office Supplies				\$0
55200	Operating Supplies		\$4,500		
55204	Library books				\$0
55206	State Grant Expenditure				\$0
55304	Federal Grant Expenditure				\$0
55401	Training				\$0
56100	Land				\$0
56200	Buildings				\$0
56300	Building Improvements				\$0
56301	Improvements other than buildings	3			\$0
56310	Local Road				\$0
56320	Minor Collector Road				\$0
56330	Major Collector Road				\$0
56340	Arterial Road				\$0
56350	Bridge				\$0
56313	Process Structures				\$0
56314	Process Equipment				\$0
56315	Pipelines & Appurtenances				\$0
56400	Equipment				
56401	Office Equipment				\$0
56403	Computer Equipment				\$0
56410	Grant equipment				\$0
other	Describe other line numbers:				\$0
		_			\$0
		_			\$0
	Total Capital Budget	_	\$4,500	\$0	\$0

G/L#	1224-55304-1086-55200		Set up date	5/3/06	
Project #		086	Ъу		

Route in this order to: 1st Administration 2nd OMB 3rd Legal 4th Finance

S. Canfield	1st	Administration	
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	4th	Finance	
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Step 1:	Step 1: Check all that apply and fill in the blanks	nd fill in the blanl	kS Account numbers where expenditures are budgeted
	State Grant	⇔	CSFA #: grant portion match portion
	Local match required	69	
×	Federal Grant Local match required	\$4,500 \$	CFDA #: grant portion 0 match portion
	Other Agency Grant	\$	#: grant portion
	Local match required	₩	
×	Grant is "reimburseable" (spend your own money first THEN ask for reimbursement) Who is responsible for seeking/requesting the reimbursement? Johnny Colson	l your own money first TF equesting the reimbursem	IEN ask for reimbursement) ent? Johnny Colson
×	The CURRENT budget has to b This grant is already in the CUR	e amended to receive & e RENT budget, but should	The CURRENT budget has to be amended to receive & expend these grant funds. (Need attachments #1, #2, #3, #4, #6, & #7 in Step 2) This grant is already in the CURRENT budget, but should be modified. (Need attachments #1, #2, #3, #6 in Step 2)
	Our department will be includin	g this grant with NEXT YE	Our department will be including this grant with NEXT YEAR'S budget requests. (Need attachment #5 in Step 2 if available at budget time)
additional			
Sten 2:	Sten 2: Check-off the attachments	ente	
Attachments	ents		To get blank Grant Cover Sheet (this page): go to shared directory / Budget Information / GrantCoverSheet.xls
2 i	Budget transfer form		(snows date of award, grant period, project title, grant number, location, award amount) To get blank form: go to shared directory / BudgerTrans forms / RTF Maword doc
. w	Capital Project form (if project = or > \$25,000)	t = or > \$25,000	To get blank form: go to shared directory / BudgetTrans_forms / CapBudt_form.xls
ν Σ	Agenua Item Grant Application submitted to Grant Agency		To get blank form: go to shared directory / Agenda / wagentemp.doc
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Grant Budget Form Resolution Recognizing Unancipated Revenue

Example: shared directory / Budget Information / SampleResolutionRecogUnantipcatedRevenueGrants.doc

To get blank form: go to shared directory / Budget Information / GrantBudgetForm.xls

MEMORANDUM OF UNDERSTANDING FOR EXPENDITURE OF LOCAL GOVERNMENT UNIT FUNDING FOR FLORIDA REGIONAL HAZARDOUS MATERIALS/WMD RESPONSE TEAMS FROM 2005 DOMESTIC PREPAREDNESS GRANT STATE HOMELAND SECURITY GRANT PROGRAM

THIS AGREEMENT is entered into by and between <u>St. Johns County Fire Rescue</u> ("Local Government Unit") and <u>Florida Department of Financial Services</u>, <u>Division of State Fire Marshal</u> ("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:

- 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 \$7,595.00 (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 provide funding in the amounts of no less than \$7,595.00 for purchase of new equipment for specialized decontamination teams.
- 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 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.
- 5. 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.
- The Local Government Unit shall use the funds provided to it under this
 Memorandum of Understanding for the purpose specified in the Florida Strategy, and
 specifically agrees to:
 - a. Upon notification by the State EOC, SFM and/or RDSTF, 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 that local emergencies and equipment operability will dictate the availability of an agency to respond.
 - b. Maintain the compliance requirements of a Mass Casualty Decontamination resource, as defined by the Florida Domestic Security Strategy. If your agency does not wish to fulfill this responsibility, your agency agrees to coordinate with the Domestic Security Operations Committee to select another agency within the RDSTF region that is willing to provide this resource and will accept the funding.
 - c. To ensure uniformity of funded teams, purchase specifically identified equipment as stipulated by the Florida Domestic Security Equipment Committee. Exceptions to the approved equipment list is to be approved by the Equipment Committee in writing prior to purchase.
 - d. Submit all appropriate reimbursement requests by May 1, 200s.
- 7. 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 on June 30, 2006, 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.
- 8. 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. Delorio, 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: Robert Hall, Fire Rescue Chief

Address: 4455 Avenue A, Suite 100 City/State/Zip: St. Augustine, FL 32095

Phone Number: 904-209-1700 Email: <u>rhall@co.st-johns.fl.us</u> 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.

OF STATE FIRE MARSHAL
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of Agency Official
Chief of Staff, Department of Financial
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ne of Agency Official
27/06



ST. JOHNS COUNTY BOARD OF COUNTY COMMISSIONERS BUDGET TRANSFER FORM

May 16, 2006

(Board Meeting Date)							
Date:	05/02/06	Dept Name:	Fire Rescue	Dept #:	1224	Fund #: 1171	

	Increase:			Appro	opriate to:		
Accountage		是的数据	e in interes		let 1	31.484 T	然而,其
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1171-33120	Federal Grant Rev	\$4,500	1224-55304	Federal Gan	t Expenditure		4,500
mom . I		\$4.500	TOTAL.				\$4,500
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