

8. CONSENT AGENDA

- m. Approval of an agreement between the City of Sanibel and Lee County Public Safety to support Sanibel Police Department 911 Public Safety Answering Point (PSAP) for FY11 up to \$50,000 (this agreement would re-imburse for one-half the costs associated with providing an emergency generator and other generator related work for the PD 911 PSAP)

Memorandum of Understanding
Or Memorandum of Agreement
Between
Lee County Public Safety
And
City of Sanibel

THIS MEMORANDUM OF UNDERSTANDING is made and entered into this _____ day of _____, 2010 and between Lee County through the Lee County Division of Public Safety E-911 Program, a political subdivision of the State of Florida, hereinafter referred to as "Lee County" and the City of Sanibel, a municipal corporation, through its Police Department, hereinafter referred to as "Sanibel Police Dept".

WHEREAS, Lee County collects 911 User Fees to support the countywide 911 telecommunications network; and

WHEREAS, Sanibel Police Dept is designated as a primary Public Safety Answering Point (PSAP) providing a core level of service for 9-1-1 emergencies to the residents of the City of Sanibel and the citizens of Lee County; and

WHEREAS, Lee County 911 Program agrees to budget funds for and provide funding support for the Sanibel Police Dept 911 PSAP in the fiscal year 2011 budget; and

WHEREAS, 911 User Fee funds are collected by Lee County and granted for countywide distribution in accordance to F.S. 365.172.

FUNDING AND PAYMENTS

NOW THEREFORE, Lee County and the City of Sanibel Police Dept hereby agree to the following terms:

- a) Lee County agrees to reimburse Sanibel Police Dept one half of the costs associated with providing an emergency generator and other generator-related work for the Sanibel PSAP in the amount of up to \$50,000.
- b) Sanibel Police Dept agrees to submit invoices for work performed by the construction manager, contractors and/or subcontractors.
- c) Lee County will reimburse the City of Sanibel by direct voucher upon receipt of paid invoices.

- d) Sanibel Police Dept will provide documentation of the common equipment deemed as shared and application of that equipment will be prorated at 50 percent based on usage by the 911 operations center.

PERIOD OF AGREEMENT

This agreement will begin upon the above stated effective date and terminate upon the fiscal year end September 30, 2011. Lee County will not be responsible for recurring maintenance of equipment purchased by the City of Sanibel under this agreement.

IN WITNESS WHEREOF, the parties hereto have agreed upon the memorandum of understanding on the date set forth above.

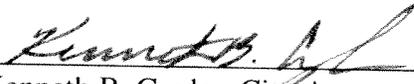
LEE COUNTY PUBLIC SAFETY
E-911 PROGRAM

CITY OF SANIBEL
SANIBEL POLICE DEPT

By: _____

By: _____
Judith A. Zimomra, City Manager

APPROVED AS TO FORM:



Kenneth B. Cuyler, City Attorney