

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

Blue Sheet No. 20050750

1. ACTION REQUESTED/PURPOSE

Request the Board to approve Interlocal Agreements with Bonita Springs, Estero, City of Ft. Myers, Ft. Myers Beach, Lehigh Acres, and South Trail Fire Departments, for the distribution of Medical Data Terminals purchased with EMS County Award Grant funds.

2. WHAT ACTION ACCOMPLISHES:

Interlocal Agreements will authorize EMS to distribute Motorola Medical Data Terminals purchased with EMS County Award Grant funds.

3. MANAGEMENT RECOMMENDATION:

Completes the purchase and distribution process of equipment noted in the grant application to designated Lee County Advanced Life Support Providers as approved by the Board on April 05, 2005.

4. Departmental Category: 07 C7A **5. Meeting Date:** 08-09-2005

6. Agenda: <input checked="" type="checkbox"/> Consent <input type="checkbox"/> Administrative <input type="checkbox"/> Appeals <input type="checkbox"/> Public <input type="checkbox"/> Walk-On	7. Requirement/Purpose: (specify)		8. Request Initiated: Commissioner _____ Department _____ Division <u>Public Safety</u> By: <u>John D. Wilson, Director</u>
	<input type="checkbox"/> Statute	_____	
	<input type="checkbox"/> Ordinance	_____	
	<input type="checkbox"/> Admin. Code	_____	
	<input checked="" type="checkbox"/> Other	_____	

9. Background:

The Florida EMS Grant Trust Fund is supported from traffic violation fines. Of the money collected in Lee County, 45% is returned to the County annually through the EMS County Award Grant Program. Lee County received \$138,799.12 in FY '05 and the Board approved on April 05, 2005, to accept the funds.

EMS met with the other Advanced Life Support (ALS) providers in Lee County to determine what countywide project would best serve the providers through the use of grant funds. The providers collectively agreed having a Medical Data Terminal (MDT) installed in their respective licensed ALS vehicles would assist in communication between the responding emergency vehicle and Lee County Emergency Dispatchers. Critical information needed for each emergency medical call such as location & address, type of emergency, caller name & phone number, mapping and driving directions plus any pertinent information associated with a call is provided. The need for voice communication is reduced, thereby mitigating the chance of verbal communication being misinterpreted. The installation of MDTs will standardize the communication information that is also being provided via MDTS to Lee County EMS ambulances. 8 MDTs have been ordered through Motorola for a total cost of \$57,888.00.

Attached are the Interlocal Agreements for the ALS Fire Providers. Each Provider Agreement includes a list of equipment the department will receive.

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>John Wilson</i> 7/25/05				<i>John Wilson</i>	<i>7/26/05</i>	<i>7/26/05</i>			

11. Commission Action:

- Approved
- Deferred
- Denied
- Other

RECEIVED BY
COUNTY ADMIN: *7/25/05*
4:55
COUNTY ADMIN
FORWARDED TO:

CO. ATTY.
FORWARDED TO:

1. REQUESTED MOTION:

ACTION REQUESTED:

Request the Board to approve Interlocal Agreements with Bonita South Trail Fire Departments, for the distribution of Medical Data

WHY ACTION IS NECESSARY:

Interlocal Agreements will authorize EMS to distribute Motorola funds.

WHAT ACTION ACCOMPLISHES:

Completes the purchase and distribution process of equipment no Support Providers as approved by the Board on April 05, 2005.

2. DEPARTMENTAL CATEGORY:

COMMISSION DISTRICT

4. AGENDA:

- CONSENT
- ADMINISTRATIVE
- APPEALS
- PUBLIC
- WALK ON
- TIME REQUIRED:

7. BACKGROUND:

The Florida EMS Grant Trust Fund the County annually through the Board approved on April 05, 2005, to acc

EMS met with the other Advanced the providers through the use of gr. respective licensed ALS vehicles v

Dispatchers. Critical information needed for each emergency medical call such as location & address, type of emergency, caller name & phone number, mapping and driving directions plus any pertinent information associated with a call is provided. The need for voice communication is reduced, thereby mitigating the chance of verbal communication being misinterpreted. The installation of MDTs will standardize the communication information that is also being provided via MDTs to Lee County EMS ambulances. 8 MDTs have been ordered through Motorola for a total cost of \$57,888.00.

Attached are the Interlocal Agreements for the ALS Fire Providers. Each Provider Agreement includes a list of equipment the department will receive.

8. MANAGEMENT RECOMMENDATIONS:

Management recommends approval.

9. RECOMMENDED APPROVAL:

A Department Director	B Purchasing or Contracts	C Human Resources	D Other	E County Attorney	F Budget Services				G County Manager
					OA	OM	Risk	GC	
<i>6/28/05 17/24/05</i>					<i>7/11/05</i>	<i>7/11/05</i>	<i>6/24/05</i>	<i>7/13/05</i>	

10. COMMISSION ACTION:

- APPROVED
- DENIED
- DEFERRED
- OTHER

Rec. by CoAtty
Date: *7/13/05*
Time: *9:20*
Forwarded To: *Admin 7/13/05*

RECEIVED BY
COUNTY ADMIN:
6-24-05
8:15
COUNTY ADMIN
FORWARDED TO: *JK*
7/13/05
9:20

*Need signed
BS on new
BS format
for 08-09-05*

*Leave
Kenral
344-5400
Called 7-18-05
Left msg.*

High Acres, and
t funds.

Award Grant

Advanced Life

12-2005
MATION:

B. DEPARTMENT Public Safety

C. DIVISION Independent

BY: John Wilson *John Wilson*

ey collected in Lee County, 45% is returned to
ved \$138,799.12 in FY '05 and the Board

mine what countywide project would best serve
Medical Data Terminal (MDT) installed in their
emergency vehicle and Lee County Emergency

**INTERLOCAL AGREEMENT BETWEEN LEE COUNTY AND
ESTERO FIRE RESCUE FOR THE DISTRIBUTION OF THE MOTOROLA MEDICAL
DATA TERMINAL**

This Interlocal Agreement is made and entered into this ____ day of _____, 2005, by and between Estero Fire Rescue, an Independent Special Purpose Taxing District, as described in Chapter 97-340 Laws of Florida, hereinafter, "EFR", and Lee County, a political subdivision of the State of Florida, acting by and through its Board of County Commissioners, the governing body thereof, "COUNTY" and collectively, "the Parties" hereto.

RECITALS

WHEREAS, both the COUNTY and EFR are duly empowered pursuant to Florida Statutes, in particular Section 163.01, to enter into Interlocal Agreements for the sharing of certain governmental powers and obligations; and

WHEREAS, the PARTIES acknowledge that this cooperative joint exercise of power enables them to provide advanced services to the benefit of their jurisdictions; and

WHEREAS, it is in the best interest of the residents and property owners of EFR and COUNTY to have this equipment at the disposal of EFR; and

WHEREAS, the Lee County Board of County Commissioners authorized Emergency Medical Service (EMS) to purchase and distribute computer hardware and software to the

Advanced Life Support (ALS) fire districts in Lee County; and

WHEREAS, it is in the best interests of the residents of EFR and COUNTY to distribute this computer hardware and software to the ALS fire districts; and

NOW, THEREFORE, the Parties agree to the following terms and conditions hereinafter set forth, EFR and the COUNTY, intending to be legally bound, hereby agree as follows:

1. The Recitals as set forth above are incorporated into the terms of this Agreement as if set out herein at length.
2. EFR represents to the COUNTY that the execution and delivery of this Interlocal Agreement has been duly authorized by all appropriate actions of the governing body of EFR, has been executed and delivered by an authorized officer of EFR, and constitutes a legal, valid and binding obligation of EFR. The COUNTY represents to EFR that the execution and delivery of this Interlocal Agreement has been duly authorized by all appropriate actions of the governing body of the COUNTY, has been executed and delivered by an authorized officer of the COUNTY, and constitutes a legal, valid and binding obligation of the COUNTY.
3. This Interlocal Agreement shall commence on execution by the COUNTY.
4. The Motorola equipment purchased by the COUNTY will be placed in EFR's ALS response vehicles (see Exhibit "A").
5. With a limited amount of bandwidth available on the Datatek System and the primary mission of the Premier Mobile Data Computers (PMDCs) is to improve emergency

Exhibit A

January 1, 2005
Through
December 31, 2005

5005 Saxony Ct.
Cape Coral, Florida 33904
Office: (239) 549-4644
Fax: (239) 549-4926

Qty.	Model	Estero Rescue District Description	Unit Price	Extended
MOBILE DATA EQUIPMENT				
ML900 RUGGEDIZED LAPTOP				
<u>1</u>	L3393	ML900 RUGGEDIZED LAPTOP - 40GB, 1.7GHZ P4, 256MB SDRAM, 12.1 TRANSMISSIVE DISPLAY, XGA, INTEGRATED CD-ROM, WINDOWS 2000 RUBBERIZED BACKLIT KEYBOARD ADD: 750MB SDRAM (1 GB TOTAL) 13.3" HIGH-BRIGHTNESS TOUCH ADD: ML900 GPS	\$4,967.00	\$4,967.00
	TT04195AA			
	TT04193AA			
	TT04211AA			
	TT04201AA			
<u>1</u>	DDN7501	ML900 VEHICLE DOCK HIGH TIER (INCLUDES RF PASS THROUGH)	\$849.00	\$849.00
<u>1</u>	CDN 1537A	GPS EXTERNAL ANTENNA	\$99.00	\$99.00
EXTERNAL RADIO				
<u>1</u>	FLN3150	PRIVATE DATATAC,800MHZ, 35W, VRM850	\$1,267.00	\$1,267.00
<u>1</u>	TDF6620	MOBILE ANTENNA 800MHZ ROOF MT	\$54.00	\$54.00
LEE COUNTY ML 900 LAP TOP TOTAL				\$7,236.00

**INTERLOCAL AGREEMENT BETWEEN LEE COUNTY AND
THE BONITA SPRINGS FIRE CONTROL & RESCUE DISTRICT FOR THE
DISTRIBUTION OF THE MOTOROLA MEDICAL DATA TERMINAL**

This Interlocal Agreement is made and entered into this 9 day of May, 2005, by and between the Bonita Springs Fire Control & Rescue District, an Independent Special Purpose Taxing District, as described in Chapter 97-340 Laws of Florida, hereinafter, "DISTRICT", and Lee County, a political subdivision of the State of Florida, acting by and through its Board of County Commissioners, the governing body thereof, "COUNTY" and collectively, "the Parties" hereto.

RECITALS

WHEREAS, both the COUNTY and DISTRICT are duly empowered pursuant to Florida Statutes, in particular Section 163.01, to enter into Interlocal Agreements for the sharing of certain governmental powers and obligations; and

WHEREAS, the PARTIES acknowledge that this cooperative joint exercise of power enables them to provide advanced services to the benefit of their jurisdictions; and

WHEREAS, it is in the best interest of the residents and property owners of the District and County to have this equipment at the disposal of the DISTRICT; and

WHEREAS, the Lee County Board of County Commissioners authorized Emergency Medical Service (EMS) to purchase and distribute computer hardware and software to the Advanced Life Support (ALS) fire districts in Lee County; and

WHEREAS, it is in the best interests of the residents of the DISTRICT and COUNTY to distribute this computer hardware and software to the ALS fire districts; and

NOW, THEREFORE, the Parties agree to the following terms and conditions hereinafter set forth, the DISTRICT and the COUNTY, intending to be legally bound, hereby agree as follows:

1. The Recitals as set forth above are incorporated into the terms of this Agreement as if set out herein at length.
2. The DISTRICT represents to the COUNTY that the execution and delivery of this Interlocal Agreement has been duly authorized by all appropriate actions of the governing body of the DISTRICT, has been executed and delivered by an authorized officer of the DISTRICT, and constitutes a legal, valid and binding obligation of the DISTRICT. The COUNTY represents to the DISTRICT that the execution and delivery of this Interlocal Agreement has been duly authorized by all appropriate actions of the governing body of the COUNTY, has been executed and delivered by an authorized officer of the COUNTY, and constitutes a legal, valid and binding obligation of the COUNTY.
3. This Interlocal Agreement shall commence on execution by the COUNTY.
4. The Motorola equipment purchased by the COUNTY will be placed in the DISTRICTS ALS response vehicles (see Exhibit "A").
5. With the exception of the Motorola equipment on the Datatek System and the primary mission of the Public Mobile Data Computers (PMDCs) system in emergency responses, the COUNTY'S Telecommunications Program Manager or his/her designee must approve any changes to PMDC's software, including Motorola Mobile (MILL) configuration in the program that will affect the ability of the County to use the data that utilizes the Datatek System.
6. The DISTRICT will appoint a person to act as PMDC System Administrator and liaison to the COUNTY'S Telecommunications Program. The DISTRICT will be responsible for training its personnel and installing its own updates to its PMDC laptops.

The COUNTY'S Telecommunications Program's CAD System Administrator will provide technical support as needed, but only in regards to the PMDC and the Advance Tactical Mapping Mobile products.

7. While the COUNTY will purchase said equipment, the DISTRICT shall own and be responsible for said equipment, including maintenance of the equipment.
8. Upon installation of the equipment, the County shall execute all documents necessary to transfer ownership to the District.
9. The Parties agree that by execution of this Interlocal Agreement, no party will be deemed to have waived its statutory defense of sovereign immunity or increased its limits of liability as provided for by Florida Statutes.
10. This Interlocal Agreement shall be governed by and construed in accordance with the laws of the State of Florida.
11. No assignment, delegation, transfer or novation of this Interlocal Agreement or any part thereof shall be made, unless approved in writing by the DISTRICT and the COUNTY.
12. Nothing in this agreement should be construed to create any rights in third parties.
13. This Interlocal Agreement shall be governed by and construed in accordance with the laws of the State of Florida.

IN WITNESS WHEREOF, the DISTRICT and the COUNTY have executed this Interlocal Agreement on the day, month and year first written above.

BONITA SPRINGS CONTROL & FIRE RESCUE DISTRICT

By: Dan Howley
Chairman Fire chief

Attest: Mrs J Roman
Secretary Admin Services

APPROVED AS TO FORM Coordinator

By: N/A

General Counsel
Bonita Springs Fire Control & Rescue District

ATTEST:
CHARLIE GREEN, CLERK

By: _____
Deputy Clerk

BOARD OF COUNTY COMMISSIONERS
OF LEE COUNTY, FLORIDA

By: _____
Chairman

APPROVED AS TO FORM BY:

By: _____
Office of the County Attorney

Exhibit A

January 1, 2005
Through
December 31, 2005

5005 Saxony Ct.
Cape Coral, Florida 33904
Office: (239) 549-4644
Fax: (239) 549-4926

Qty.	Model	Bonita Springs Fire Control & Rescue District Description	Unit Price	Extended
MOBILE DATA EQUIPMENT				
<u>ML900 RUGGEDIZED LAPTOP</u>				
<u>1</u>	L3393	ML900 RUGGEDIZED LAPTOP - 40GB, 1.7GHZ P4, 256MB SDRAM, 12.1 TRANSMISSIVE DISPLAY, XGA, INTEGRATED CD-ROM, WINDOWS 2000 RUBBERIZED BACKLIT KEYBOARD ADD: 750MB SDRAM (1 GB TOTAL) 13.3" HIGH-BRIGHTNESS TOUCH ADD: ML900 GPS	\$4,967.00	\$4,967.00
	TT04195AA			
	TT04193AA			
	TT04211AA			
	TT04201AA			
<u>1</u>	DDN7501	ML900 VEHICLE DOCK HIGH TIER (INCLUDES RF PASS THROUGH)	\$849.00	\$849.00
<u>1</u>	CDN 1537A	GPS EXTERNAL ANTENNA	\$99.00	\$99.00
		EXTERNAL RADIO		
<u>1</u>	FLN3150	PRIVATE DATATAC,800MHZ, 35W, VRM850	\$1,267.00	\$1,267.00
<u>1</u>	TDF6620	MOBILE ANTENNA 800MHZ ROOF MT	\$54.00	\$54.00
LEE COUNTY ML 900 LAP TOP TOTAL				\$7,236.00

**INTERLOCAL AGREEMENT BETWEEN LEE COUNTY AND
THE SOUTH TRAIL FIRE PROTECTION & RESCUE SERVICE DISTRICT FOR THE
DISTRIBUTION OF THE MOTOROLA MEDICAL DATA TERMINAL**

This Interlocal Agreement is made and entered into this ____ day of _____, 2005, by and between the South Trail Fire Protection & Rescue Service District, an Independent Special Purpose Taxing District, as described in Chapter 97-340 Laws of Florida, hereinafter, "DISTRICT", and Lee County, a political subdivision of the State of Florida, acting by and through its Board of County Commissioners, the governing body thereof, "COUNTY" and collectively, "the Parties" hereto.

RECITALS

WHEREAS, both the COUNTY and DISTRICT are duly empowered pursuant to Florida Statutes, in particular Section 163.01, to enter into Interlocal Agreements for the sharing of certain governmental powers and obligations; and

WHEREAS, the PARTIES acknowledge that this cooperative joint exercise of power enables them to provide advanced services to the benefit of their jurisdictions; and

WHEREAS, it is in the best interest of the residents and property owners of the District and County to have this equipment at the disposal of the DISTRICT; and

WHEREAS, the Lee County Board of County Commissioners authorized Emergency Medical Service (EMS) to purchase and distribute computer hardware and software to the Advanced Life Support (ALS) fire districts in Lee County; and

WHEREAS, it is in the best interests of the residents of the DISTRICT and COUNTY to distribute this computer hardware and software to the ALS fire districts; and

NOW, THEREFORE, the Parties agree to the following terms and conditions hereinafter set forth, the DISTRICT and the COUNTY, intending to be legally bound, hereby agree as follows:

1. The Recitals as set forth above are incorporated into the terms of this Agreement as if set out herein at length.
2. The DISTRICT represents to the COUNTY that the execution and delivery of this Interlocal Agreement has been duly authorized by all appropriate actions of the governing body of the DISTRICT, has been executed and delivered by an authorized officer of the DISTRICT, and constitutes a legal, valid and binding obligation of the DISTRICT. The COUNTY represents to the DISTRICT that the execution and delivery of this Interlocal Agreement has been duly authorized by all appropriate actions of the governing body of the COUNTY, has been executed and delivered by an authorized officer of the COUNTY, and constitutes a legal, valid and binding obligation of the COUNTY.
3. This Interlocal Agreement shall commence on execution by the COUNTY.
4. The Motorola equipment purchased by the COUNTY will be placed in the DISTRICTS ALS response vehicles (see Exhibit "A").

5. As a result of the purchase of the Datatek System and the purchase of the Primary Mobile Data Computers (PMDCs) for use by the District's personnel, the COUNTY'S Telecommunications Program Manager has negotiated with appropriate vendors (PMDCs, Antenna, Tower, Network, etc.) a configuration of the system that will allow the District to use the data that it utilizes the Datatek System.

6. The DISTRICT will appoint a person to act as PMDC System Administrator and liaison to the COUNTY'S Telecommunications Program. The DISTRICT will be responsible for training its personnel and installing its own updates to its PMDC laptops.

The COUNTY S Telecommunications Program's CAD System Administrator will provide technical support as needed, but only in regards to the PMDC and the Advance Tactical Mapping Mobile products.

7. While the COUNTY will purchase said equipment, the DISTRICT shall own and be responsible for said equipment, including maintenance of the equipment.
8. Upon installation of the equipment, the County shall execute all documents necessary to transfer ownership to the District.
9. The Parties agree that by execution of this Interlocal Agreement, no party will be deemed to have waived its statutory defense of sovereign immunity or increased its limits of liability as provided for by Florida Statutes.
10. This Interlocal Agreement shall be governed by and construed in accordance with the laws of the State of Florida.
11. No assignment, delegation, transfer or novation of this Interlocal Agreement or any part thereof shall be made, unless approved in writing by the DISTRICT and the COUNTY.
12. Nothing in this agreement should be construed to create any rights in third parties.
13. This Interlocal Agreement shall be governed by and construed in accordance with the laws of the State of Florida.

IN WITNESS WHEREOF, the DISTRICT and the COUNTY have executed this Interlocal Agreement on the day, month and year first written above.

SOUTH TRAIL FIRE PROTECTION & RESCUE SERVICE DISTRICT

By: 
Chairman

Attest: 
Secretary / Treasurer

APPROVED AS TO FORM

By: _____

General Counsel
South Trail Fire Protection & Rescue Service District

ATTEST:
CHARLIE GREEN, CLERK

By: _____
Deputy Clerk

BOARD OF COUNTY COMMISSIONERS
OF LEE COUNTY, FLORIDA

By: _____
Chairman

APPROVED AS TO FORM BY:

By: _____
Office of the County Attorney

Exhibit A

January 1, 2005
Through
December 31, 2005

5005 Saxony Ct.
Cape Coral, Florida 33904
Office: (239) 549-4644
Fax: (239) 549-4926

Qty.	Model	Description	Unit Price	Extended
MOBILE DATA EQUIPMENT				
<u>ML900 RUGGEDIZED LAPTOP</u>				
<u>1</u>	L3393	ML900 RUGGEDIZED LAPTOP - 40GB, 1.7GHZ P4, 256MB SDRAM, 12.1 TRANSMISSIVE DISPLAY, XGA, INTEGRATED CD-ROM, WINDOWS 2000 RUBBERIZED BACKLIT KEYBOARD ADD: 750MB SDRAM (1 GB TOTAL)	\$4,967.00	\$4,967.00
	TT04195AA			
	TT04193AA			
	TT04211AA			
	TT04201AA			
<u>1</u>	DDN7501	ADD: ML900 GPS ML900 VEHICLE DOCK HIGH TIER (INCLUDES RF PASS THROUGH)	\$849.00	\$849.00
<u>1</u>	CDN 1537A	GPS EXTERNAL ANTENNA	\$99.00	\$99.00
		EXTERNAL RADIO		
<u>1</u>	FLN3150	PRIVATE DATATAC,800MHZ, 35W, VRM850	\$1,267.00	\$1,267.00
<u>1</u>	TDF6620	MOBILE ANTENNA 800MHZ ROOF MT	\$54.00	\$54.00
LEE COUNTY ML 900 LAP TOP TOTAL				\$7,236.00

**INTERLOCAL AGREEMENT BETWEEN LEE COUNTY AND
THE LEHIGH ACRES FIRE CONTROL & RESCUE DISTRICT FOR THE
DISTRIBUTION OF THE MOTOROLA MEDICAL DATA TERMINALS**

This Interlocal Agreement is made and entered into this ___ day of _____, 2005, by and between the Lehigh Acres Fire Control & Rescue District, an Independent Special Purpose Taxing District, as described in Chapter 97-340 Laws of Florida, hereinafter, "DISTRICT", and Lee County, a political subdivision of the State of Florida, acting by and through its Board of County Commissioners, the governing body thereof, "COUNTY" and collectively, "the Parties" hereto.

RECITALS

WHEREAS, both the COUNTY and DISTRICT are duly empowered pursuant to Florida Statutes, in particular Section 163.01, to enter into Interlocal Agreements for the sharing of certain governmental powers and obligations; and

WHEREAS, the PARTIES acknowledge that this cooperative joint exercise of power enables them to provide advanced services to the benefit of their jurisdictions; and

WHEREAS, it is in the best interest of the residents and property owners of the District and County to have this equipment at the disposal of the DISTRICT; and

WHEREAS, the Lee County Board of County Commissioners authorized Emergency Medical Service (EMS) to purchase and distribute computer hardware and software to the Advanced Life Support (ALS) fire districts in Lee County; and

WHEREAS, it is in the best interests of the residents of the DISTRICT and COUNTY to distribute this computer hardware and software to the ALS fire districts; and

NOW, THEREFORE, the Parties agree to the following terms and conditions hereinafter set forth, the DISTRICT and the COUNTY, intending to be legally bound, hereby agree as follows:

1. The Recitals as set forth above are incorporated into the terms of this Agreement as if set out herein at length.
2. The DISTRICT represents to the COUNTY that the execution and delivery of this Interlocal Agreement has been duly authorized by all appropriate actions of the governing body of the DISTRICT, has been executed and delivered by an authorized officer of the DISTRICT, and constitutes a legal, valid and binding obligation of the DISTRICT. The COUNTY represents to the DISTRICT that the execution and delivery of this Interlocal Agreement has been duly authorized by all appropriate actions of the governing body of the COUNTY, has been executed and delivered by an authorized officer of the COUNTY, and constitutes a legal, valid and binding obligation of the COUNTY.
3. This Interlocal Agreement shall commence on execution by the COUNTY.
4. The Motorola equipment purchased by the COUNTY will be placed in the DISTRICTS ALS response vehicles (see Exhibit "A").

With a limited amount of space available on the Datatek System and the primary mission of the Paramedic Medical Data Collectors (PMDCs) is to improve emergency responses, the COUNTY'S Telecommunications Program Manager or his/her designee must approve any and all PMDC maintenance (w/ASA/Medical Alarm (ATMVA) configuration) that will result in the addition of data to increase the amount of data that utilizes the Datatek System.

6. The DISTRICT will appoint a person to act as PMDC System Administrator and liaison to the COUNTY'S Telecommunications Program. The DISTRICT will be responsible for training its personnel and installing its own updates to its PMDC laptops.

The COUNTY S Telecommunications Program's CAD System Administrator will provide technical support as needed but only in regards to the PMDC and the Advance Tactical Mapping Mobile products.

7. While the COUNTY will purchase said equipment, the DISTRICT shall own and be responsible for said equipment, including maintenance of the equipment.
8. Upon installation of the equipment, the County shall execute all documents necessary to transfer ownership to the District.
9. The Parties agree that by execution of this Interlocal Agreement, no party will be deemed to have waived its statutory defense of sovereign immunity or increased its limits of liability as provided for by Florida Statutes.
10. This Interlocal Agreement shall be governed by and construed in accordance with the laws of the State of Florida.
11. No assignment, delegation, transfer or novation of this Interlocal Agreement or any part thereof shall be made, unless approved in writing by the DISTRICT and the COUNTY.
12. Nothing in this agreement should be construed to create any rights in third parties.
13. This Interlocal Agreement shall be governed by and construed in accordance with the laws of the State of Florida.

IN WITNESS WHEREOF, the DISTRICT and the COUNTY have executed this Interlocal Agreement on the day, month and year first written above.

LEHIGH ACRES FIRE CONTROL & RESCUE DISTRICT

By: D. Bruce Boyd Jr
Chairman

Attest: [Signature]
Secretary

APPROVED AS TO FORM

By: [Signature]

General Counsel
Lehigh Acres Fire Control & Rescue District

ATTEST:
CHARLIE GREEN, CLERK

By: _____
Deputy Clerk

BOARD OF COUNTY COMMISSIONERS
OF LEE COUNTY, FLORIDA

By: _____
Chairman

APPROVED AS TO FORM BY:

By: _____
Office of the County Attorney

Exhibit A

January 1, 2005
Through
December 31, 2005

5005 Saxony Ct.
Cape Coral, Florida 33904
Office: (239) 549-4644
Fax: (239) 549-4926

Qty.	Model	Lehigh Acres Fire Control & Rescue District Description	Unit Price	Extended
MOBILE DATA EQUIPMENT				
<u>ML900 RUGGEDIZED LAPTOP</u>				
<u>2</u>	L3393	ML900 RUGGEDIZED LAPTOP - 40GB, 1.7GHZ P4, 256MB SDRAM, 12.1 TRANSMISSIVE DISPLAY, XGA, INTEGRATED CD-ROM, WINDOWS 2000 RUBBERIZED BACKLIT KEYBOARD ADD: 750MB SDRAM (1 GB TOTAL)	\$4,967.00	\$9,934.00
	TT04195AA			
	TT04193AA			
	TT04211AA			
	TT04201AA			
<u>2</u>	DDN7501	ADD: ML900 GPS ML900 VEHICLE DOCK HIGH TIER (INCLUDES RF PASS THROUGH)	\$849.00	\$1,698.00
<u>2</u>	CDN 1537A	GPS EXTERNAL ANTENNA	\$99.00	\$198.00
EXTERNAL RADIO				
<u>2</u>	FLN3150	PRIVATE DATATAC,800MHZ, 35W, VRM850	\$1,267.00	\$2,534.00
<u>2</u>	TDF6620	MOBILE ANTENNA 800MHZ ROOF MT	\$54.00	\$108.00
LEE COUNTY ML 900 LAP TOP TOTAL				\$14,472.00

**INTERLOCAL AGREEMENT BETWEEN LEE COUNTY AND
THE CITY OF FT. MYERS FIRE DEPARTMENT FOR THE DISTRIBUTION OF THE
MOTOROLA MEDICAL DATA TERMINAL**

This Interlocal Agreement is made and entered into this ____ day of _____, 2005, by and between the City of Ft. Myers Fire Department, a municipal corporation of the State of Florida, hereinafter, "CITY", and Lee County, a political subdivision of the State of Florida, acting by and through its Board of County Commissioners, the governing body thereof, "COUNTY" and collectively, "the Parties" hereto.

RECITALS

WHEREAS, both the COUNTY and CITY are duly empowered pursuant to Florida Statutes, in particular Section 163.01, to enter into Interlocal Agreements for the sharing of certain governmental powers and obligations; and

WHEREAS, the PARTIES acknowledge that this cooperative joint exercise of power enables them to provide advanced services to the benefit of their jurisdictions; and

WHEREAS, it is in the best interest of the residents and property owners of the District and County to have this equipment at the disposal of the CITY; and

WHEREAS, the Lee County Board of County Commissioners authorized Emergency Medical Service (EMS) to purchase and distribute computer hardware and software to the Advanced Life Support (ALS) fire districts in Lee County; and

WHEREAS, it is in the best interests of the residents of the CITY and COUNTY to distribute this computer hardware and software to the ALS fire districts; and

NOW, THEREFORE, the Parties agree to the following terms and conditions

hereinafter set forth, the CITY and the COUNTY, intending to be legally bound, hereby agree as follows:

1. The Recitals as set forth above are incorporated into the terms of this Agreement as if set out herein at length.
2. The CITY represents to the COUNTY that the execution and delivery of this Interlocal Agreement has been duly authorized by all appropriate actions of the governing body of the CITY, has been executed and delivered by an authorized officer of the CITY, and constitutes a legal, valid and binding obligation of the CITY. The COUNTY represents to the CITY that the execution and delivery of this Interlocal Agreement has been duly authorized by all appropriate actions of the governing body of the COUNTY, has been executed and delivered by an authorized officer of the COUNTY, and constitutes a legal, valid and binding obligation of the COUNTY.
3. This Interlocal Agreement shall commence on execution by the COUNTY.
4. The Motorola equipment purchased by the COUNTY will be placed in the CITY'S ALS response vehicles (see Exhibit "A").

5. System Administrator shall maintain, in the Data System, any the
programs and files for the Medical Data Computers (PMDCs) for use in emergency
responses, the COUNTY'S Telecommunications Program Manager. His or her signature
must approve any change in PMDC's Active or Inactive Medical Module (ATMM)
configuration. The Data System shall be used for all emergency response data that
utilizes the Data System.

6. The CITY will appoint a person to act as PMDC System Administrator and
liaison to the COUNTY'S Telecommunications Program. The CITY will be responsible for
training its personnel and installing its own updates to its PMDC laptops. The COUNTY'S
Telecommunications Program's CAD System Administrator will provide technical support

as needed, but only in regards to the PMDC and the Advance Tactical Mapping Mobile products.

7. While the COUNTY will purchase said equipment, the CITY shall own and be responsible for said equipment, including maintenance of the equipment.
8. Upon installation of the equipment, the County shall execute all documents necessary to transfer ownership to the CITY.
9. The Parties agree that by execution of this Interlocal Agreement, no party will be deemed to have waived its statutory defense of sovereign immunity or increased its limits of liability as provided for by Florida Statutes.
10. This Interlocal Agreement shall be governed by and construed in accordance with the laws of the State of Florida.
11. No assignment, delegation, transfer or novation of this Interlocal Agreement or any part thereof shall be made, unless approved in writing by the CITY and the COUNTY.
12. Nothing in this agreement should be construed to create any rights in third parties.
13. This Interlocal Agreement shall be governed by and construed in accordance with the laws of the State of Florida.

IN WITNESS WHEREOF, the CITY and the COUNTY have executed this Interlocal Agreement on the day, month and year first written above.

CITY OF FT. MYERS OF FIRE DEPARTMENT

By: Richard J. Chappelle
Chief

Witness: Randolph Jordan

APPROVED AS TO FORM

By: _____

General Counsel
City of Ft. Myers

ATTEST:
CHARLIE GREEN, CLERK

By: _____
Deputy Clerk

BOARD OF COUNTY COMMISSIONERS
OF LEE COUNTY, FLORIDA

By: _____
Chairman

APPROVED AS TO FORM BY:

By: _____
Office of the County Attorney

Exhibit A

January 1, 2005
Through
December 31, 2005

5005 Saxony Ct.
Cape Coral, Florida 33904
Office: (239) 549-4644
Fax: (239) 549-4926

Qty.	Model	City of Ft. Myers Fire Department Description	Unit Price	Extended
MOBILE DATA EQUIPMENT				
<u>ML900 RUGGEDIZED LAPTOP</u>				
<u>1</u>	L3393	ML900 RUGGEDIZED LAPTOP - 40GB, 1.7GHZ P4, 256MB SDRAM, 12.1 TRANSMISSIVE DISPLAY, XGA, INTEGRATED CD-ROM, WINDOWS 2000	\$4,967.00	\$4,967.00
	TT04195AA	RUBBERIZED BACKLIT KEYBOARD		
	TT04193AA	ADD: 750MB SDRAM (1 GB TOTAL)		
	TT04211AA	13.3" HIGH-BRIGHTNESS TOUCH		
	TT04201AA	ADD: ML900 GPS		
<u>1</u>	DDN7501	ML900 VEHICLE DOCK HIGH TIER (INCLUDES RF PASS THROUGH)	\$849.00	\$849.00
<u>1</u>	CDN 1537A	GPS EXTERNAL ANTENNA	\$99.00	\$99.00
EXTERNAL RADIO				
<u>1</u>	FLN3150	PRIVATE DATATAC,800MHZ, 35W, VRM850	\$1,267.00	\$1,267.00
<u>1</u>	TDF6620	MOBILE ANTENNA 800MHZ ROOF MT	\$54.00	\$54.00
LEE COUNTY ML 900 LAP TOP TOTAL				\$7,236.00

**INTERLOCAL AGREEMENT BETWEEN LEE COUNTY AND
THE FT. MYERS BEACH FIRE CONTROL DISTRICT FOR THE DISTRIBUTION OF
THE MOTOROLA MEDICAL DATA TERMINALS**

This Interlocal Agreement is made and entered into this ___ day of _____, 2005, by and between the Ft. Myers Beach Fire Control District, an Independent Special Purpose Taxing District, as described in Chapter 97-340 Laws of Florida, hereinafter, "DISTRICT", and Lee County, a political subdivision of the State of Florida, acting by and through its Board of County Commissioners, the governing body thereof, "COUNTY" and collectively, "the Parties" hereto.

RECITALS

WHEREAS, both the COUNTY and DISTRICT are duly empowered pursuant to Florida Statutes, in particular Section 163.01, to enter into Interlocal Agreements for the sharing of certain governmental powers and obligations; and

WHEREAS, the PARTIES acknowledge that this cooperative joint exercise of power enables them to provide advanced services to the benefit of their jurisdictions; and

WHEREAS, it is in the best interest of the residents and property owners of the District and County to have this equipment at the disposal of the DISTRICT; and

WHEREAS, the Lee County Board of County Commissioners authorized Emergency Medical Service (EMS) to purchase and distribute computer hardware and software to the Advanced Life Support (ALS) fire districts in Lee County; and

WHEREAS, it is in the best interests of the residents of the DISTRICT and COUNTY to distribute this computer hardware and software to the ALS fire districts; and

NOW, THEREFORE, the Parties agree to the following terms and conditions hereinafter set forth, the DISTRICT and the COUNTY, intending to be legally bound, hereby agree as follows:

1. The Recitals as set forth above are incorporated into the terms of this Agreement as if set out herein at length.

2. The DISTRICT represents to the COUNTY that the execution and delivery of this Interlocal Agreement has been duly authorized by all appropriate actions of the governing body of the DISTRICT, has been executed and delivered by an authorized officer of the DISTRICT, and constitutes a legal, valid and binding obligation of the DISTRICT. The COUNTY represents to the DISTRICT that the execution and delivery of this Interlocal Agreement has been duly authorized by all appropriate actions of the governing body of the COUNTY, has been executed and delivered by an authorized officer of the COUNTY, and constitutes a legal, valid and binding obligation of the COUNTY.

3. This Interlocal Agreement shall commence on execution by the COUNTY.

4. The Motorola equipment purchased by the COUNTY will be placed in the DISTRICTS ALS response vehicles (see Exhibit "A").

5. With a limited amount of bandwidth available on the Datatek system and the
County's use of Mobile Medical Data Computers (PMDCs) to improve emergency
responses, the COUNTY'S Telecommunications Program Manager, or his/her designee
must approve any changes to PMDC's Adaptive Traffic Management (ATM) M-
configuration. The addition of other PMDC's that will increase the amount of data that
utilizes the Datatek System

6. The DISTRICT will appoint a person to act as PMDC System Administrator and
liaison to the COUNTY'S Telecommunications Program. The DISTRICT will be
responsible for training its personnel and installing its own updates to its PMDC laptops.

The COUNTY'S Telecommunications Program's CAD System Administrator will provide technical support as needed, but only in regards to the PMDC and the Advance Tactical Mapping Mobile products

7. While the COUNTY will purchase said equipment, the DISTRICT shall own and be responsible for said equipment, including maintenance of the equipment.
8. Upon installation of the equipment, the County shall execute all documents necessary to transfer ownership to the District.
9. The Parties agree that by execution of this Interlocal Agreement, no party will be deemed to have waived its statutory defense of sovereign immunity or increased its limits of liability as provided for by Florida Statutes.
10. This Interlocal Agreement shall be governed by and construed in accordance with the laws of the State of Florida.
11. No assignment, delegation, transfer or novation of this Interlocal Agreement or any part thereof shall be made, unless approved in writing by the DISTRICT and the COUNTY.
12. Nothing in this agreement should be construed to create any rights in third parties.
13. This Interlocal Agreement shall be governed by and construed in accordance with the laws of the State of Florida.

IN WITNESS WHEREOF, the DISTRICT and the COUNTY have executed this Interlocal Agreement on the day, month and year first written above.

FT. MYERS BEACH FIRE CONTROL DISTRICT

By: [Signature]
Chairman

Attest: [Signature]
Secretary

APPROVED AS TO FORM

By: [Signature]
General Counsel
Ft. Myers Beach Fire Control District

ATTEST:
CHARLIE GREEN, CLERK

By: _____
Deputy Clerk

BOARD OF COUNTY COMMISSIONERS
OF LEE COUNTY, FLORIDA

By: _____
Chairman

APPROVED AS TO FORM BY:

By: _____
Office of the County Attorney

Exhibit A

January 1, 2004
Through
December 31, 2004

5005 Saxony Ct.
Cape Coral, Florida 33904
Office: (239) 549-4644
Fax: (239) 549-4926

Qty.	Model	Ft. Myers Beach Fire Control District Description	Unit Price	Extended
MOBILE DATA EQUIPMENT				
ML900 RUGGEDIZED LAPTOP				
<u>2</u>	L3393	ML900 RUGGEDIZED LAPTOP - 40GB, 1.7GHZ P4, 256MB SDRAM, 12.1 TRANSMISSIVE DISPLAY, XGA, INTEGRATED CD-ROM, WINDOWS 2000 RUBBERIZED BACKLIT KEYBOARD ADD: 750MB SDRAM (1 GB TOTAL) 13.3" HIGH-BRIGHTNESS TOUCH ADD: ML900 GPS	\$4,967.00	\$9,934.00
	TT04195AA			
	TT04193AA			
	TT04211AA			
	TT04201AA			
<u>2</u>	DDN7501	ML900 VEHICLE DOCK HIGH TIER (INCLUDES RF PASS THROUGH)	\$849.00	\$1,698.00
<u>2</u>	CDN 1537A	GPS EXTERNAL ANTENNA	\$99.00	\$198.00
EXTERNAL RADIO				
<u>2</u>	FLN3150	PRIVATE DATATAC, 800MHZ, 35W, VRM850	\$1,267.00	\$2,534.00
<u>2</u>	TDF6620	MOBILE ANTENNA 800MHZ ROOF MT	\$54.00	\$108.00
LEE COUNTY ML 900 LAP TOP TOTAL				\$14,472.00