

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

Blue Sheet No. 20041320

1. REQUESTED MOTION:

ACTION REQUESTED:

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

WHY ACTION IS NECESSARY:

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

WHAT ACTION ACCOMPLISHES:

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 January 6, 2004.

2. DEPARTMENTAL CATEGORY:

COMMISSION DISTRICT #:

C7A

3. MEETING DATE:

11-02-2004

4. AGENDA:

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

5. REQUIREMENT/PURPOSE:
(Specify)

- STATUTE
- ORDINANCE
- ADMIN. CODE
- OTHER

6. REQUESTOR OF INFORMATION:

- A. COMMISSIONER
- B. DEPARTMENT Public Safety
- C. DIVISION Independent
- BY: John Wilson

7. 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 \$175,171.28 in FY '04 and the Board approved on April 27, 2004, to accept the funds. Note, \$113,309.31 of FY'03 grant funds were rolled over in FY'04 and added to the grant funds received. Total grant dollars available: \$288,480.59.

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. 29 MDTs have been ordered through Motorola for a total cost of \$209,844.00.

Attached are the Interlocal Agreements for the ALS Fire Providers. Attachment "A" list the equipment each 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 <i>App 10/18/04</i>				G County Manager
					OA	OM	Risk	GC	
<i>[Signature]</i>				<i>[Signature]</i>	<i>CA 10/14/04</i>	<i>10/14/04</i>	<i>10/14/04</i>	<i>10/14/04</i>	<i>[Signature]</i>

10. COMMISSION ACTION:

- APPROVED
- DENIED
- DEFERRED
- OTHER

Rec. by CoAtty
Date: *10/14/04*
Time: *3:28*
Forwarded To:
Admin. 10/14/04

RECEIVED BY
COUNTY ADMIN. *M*
10/14/04
3:50 PM
COUNTY ADMIN
FORWARDED TO:
[Signature]

**INTERLOCAL AGREEMENT BETWEEN LEE COUNTY AND
THE FORT 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 _____, 2004, by and between the Fort 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 Advances 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,

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 primary mission of the Premier Mobile Data Computers (PMDCs) is to improve emergency responses, the COUNTY'S Telecommunications Program Manager or his/her designee must approve any changes in PMDC or Advance Tactical Mapping Mobile (ATM-M) configuration or the addition of other programs 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, including maintenance, the equipment.

8. 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.

9. This Interlocal Agreement shall be governed by and construed in accordance with the laws of the State of Florida.

10. 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.

11. Nothing in this agreement should be construed to create any rights in third parties.

12. 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.

FORT MYERS BEACH FIRE CONTROL DISTRICT

By: [Signature]
Chairman

Attest: [Signature]

APPROVED AS TO FORM

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

ATTEST:
CHARLIE GREEN, CLERK

BOARD OF COUNTY COMMISSIONERS
OF LEE COUNTY, FLORIDA

By: _____

By: _____

Deputy Clerk

Chairman

APPROVED AS TO FORM BY:

By: _____
Office of the County Attorney

EXHIBIT "A"

EXHIBIT A

Fort Myers Beach Fire Control District

Qty.	Model	Description	Unit Price	Extended
<u>MOBILE DATA EQUIPMENT</u>				
<u>ML900 RUGGEDIZED LAPTOP</u>				
<u>3</u>	L3393	ML900 RUGGEDIZED LAPTOP - 40GB, 1.7GHZ P4, 256MB SDRAM, 12.1 TRANSMISSIVE DISPLAY, XGA, INTEGRATED CD-ROM, WINDOWS 2000	\$4,672.00	\$14,016.00
<u>3</u>	TT04195AA	RUBBERIZED BACKLIT KEYBOARD		
<u>3</u>	DDN7501	ML900 VEHICLE DOCK HIGH TIER (INCLUDES RF PASS THROUGH)		
<u>3</u>	TT04193AA	ADD: 750MB SDRAM (1 GB TOTAL)	\$298.00	\$894.00
<u>3</u>	TT04211AA	13.3" HIGH-BRIGHTNESS TOUCH	\$510.00	\$1,530.00
<u>3</u>	TT04201AA	ADD: ML900 GPS	\$336.00	\$1,008.00
<u>3</u>	CDN 1537A	GPS EXTERNAL ANTENNA	\$99.00	\$297.00
EXTERNAL RADIO				
<u>3</u>	FLN3150	PRIVATE DATATAC, 800MHZ, 35W, VRM850	\$1,267.00	\$3,801.00
<u>3</u>	TDF6620	MOBILE ANTENNA 800MHZ ROOF MT	\$54.00	\$162.00
LEE COUNTY ML 900 LAP TOP TOTAL				\$21,708.00

**INTERLOCAL AGREEMENT BETWEEN LEE COUNTY AND
THE CITY OF FORT MYERS FIRE DEPARTMENT FOR THE DISTRIBUTION OF THE MOTOROLA
MEDICAL DATA TERMINALS**

This Interlocal Agreement is made and entered into this ___ day of _____, 2004, by and between the CITY OF FT. MYERS, 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 City 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 Advances Life Support (ALS) fire departments 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 departments; 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 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 responses, the COUNTY'S Telecommunications Program Manager or his/her designee must approve any changes in PMDC or Advance Tactical Mapping Mobile (ATM-M) configuration or the addition of other programs that will increase the amount of data that utilizes the Datatek 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, including maintenance, the equipment.

8. 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.

9. This Interlocal Agreement shall be governed by and construed in accordance with the laws of the State of Florida.

10. 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.

11. Nothing in this agreement should be construed to create any rights in third parties.

12. 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 Fort Myers Fire Department

By: Richard J. Chynell
Chairman

Attest: _____
Secretary

Witness: Randolph Jordan
APPROVED AS TO FORM

By: _____
General Counsel
City of Fort Myers Fire Department

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"

EXHIBIT A

City of Ft. Myers Fire Department

Qty.	Model	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	\$4,672.00	\$9,344.00
<u>2</u>	TT04195AA	RUBBERIZED BACKLIT KEYBOARD		
<u>2</u>	DDN7501	ML900 VEHICLE DOCK HIGH TIER (INCLUDES RF PASS THROUGH)		
<u>2</u>	TT04193AA	ADD: 750MB SDRAM (1 GB TOTAL)	\$298.00	\$596.00
<u>2</u>	TT04211AA	13.3" HIGH-BRIGHTNESS TOUCH	\$510.00	\$1,020.00
<u>2</u>	TT04201AA	ADD: ML900 GPS	\$336.00	\$672.00
<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 SAN CARLOS PARK FIRE PROTECTION AND RESCUE SERVICE DISTRICT FOR THE
DISTRIBUTION OF THE MOTOROLA MEDICAL DATA TERMINALS**

This Interlocal Agreement is made and entered into this ____ day of _____, 2004, by and between the San Carlos Park Fire Protection and 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 Advances 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 primary mission of the Premier Mobile Data Computers (PMDCs) is to improve emergency responses, the COUNTY'S Telecommunications Program Manager or his/her designee must approve any changes in PMDC or Advance Tactical Mapping Mobile (ATM-M) configuration or the addition of other programs 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, including maintenance, the equipment.

8. 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.

9. This Interlocal Agreement shall be governed by and construed in accordance with the laws of the State of Florida.

10. 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.

11. Nothing in this agreement should be construed to create any rights in third parties.

12. 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.

SAN CARLOS PARK FIRE PROTECTION AND RESCUE SERVICE DISTRICT

By: Mary Lou Brozalo
Chairman

Attest: [Signature]
Secretary

Witness: William Elliott

APPROVED AS TO FORM

By: _____
General Counsel
San Carlos Park Fire Protection and
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"

EXHIBIT A

San Carlos Park Fire Protection & Rescue Service District

Qty.	Model	Description	Unit Price	Extended
MOBILE DATA EQUIPMENT				
ML900 RUGGEDIZED LAPTOP				
<u>4</u>	L3393	ML900 RUGGEDIZED LAPTOP - 40GB, 1.7GHZ P4, 256MB SDRAM, 12.1 TRANSMISSIVE DISPLAY, XGA, INTEGRATED CD-ROM, WINDOWS 2000	\$4,672.00	\$18,688.00
<u>4</u>	TT04195AA	RUBBERIZED BACKLIT KEYBOARD		
<u>4</u>	DDN7501	ML900 VEHICLE DOCK HIGH TIER (INCLUDES RF PASS THROUGH)		
<u>4</u>	TT04193AA	ADD: 750MB SDRAM (1 GB TOTAL)	\$298.00	\$1,192.00
<u>4</u>	TT04211AA	13.3" HIGH-BRIGHTNESS TOUCH	\$510.00	\$2,040.00
<u>4</u>	TT04201AA	ADD: ML900 GPS	\$336.00	\$1,344.00
<u>4</u>	CDN 1537A	GPS EXTERNAL ANTENNA	\$99.00	\$396.00
EXTERNAL RADIO				
<u>4</u>	FLN3150	PRIVATE DATATAC, 800MHZ, 35W, VRM850	\$1,267.00	\$5,068.00
<u>4</u>	TDF6620	MOBILE ANTENNA 800MHZ ROOF MT	\$54.00	\$216.00
LEE COUNTY ML 900 LAP TOP TOTALs				\$28,944.00

**INTERLOCAL AGREEMENT BETWEEN LEE COUNTY AND
THE IONA MCGREGOR FIRE DISTRICT FOR THE DISTRIBUTION OF THE MOTOROLA MEDICAL
DATA TERMINALS**

This Interlocal Agreement is made and entered into this ___ day of _____, 2004, by and between the Iona-McGregor Fire Protection and 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 Advances 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 primary mission of the Premier Mobile Data Computers (PMDCs) is to improve emergency responses, the COUNTY'S Telecommunications Program Manager or his/her designee must approve any changes in PMDC or Advance Tactical Mapping Mobile (ATM-M) configuration or the addition of other programs 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, including maintenance, the equipment.

8. 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.

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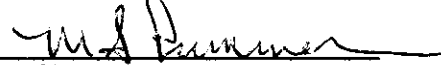
10. No assignment, delegation, transfer or novation of this Interlocal Agreement or any part thereof shall be made, unless approved in writing by the DISTRICT and the COUNTY.

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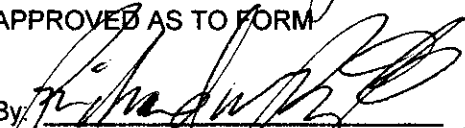
IONA MCGREGOR FIRE DISTRICT

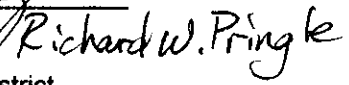
By: 
Chairman

Attest: _____
~~Secretary~~ Vice-Chair

Witness: 

APPROVED AS TO FORM

By: 
William E. Chenko, Jr.
General Counsel
Iona McGregor Fire District


Richard W. Pringle

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"

EXHIBIT A

Iona McGregor Fire District

Qty.	Model	Description	Unit Price	Extended
MOBILE DATA EQUIPMENT				
ML900 RUGGEDIZED LAPTOP				
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EXTERNAL RADIO				
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<u>4</u>	TDF6620	MOBILE ANTENNA 800MHZ ROOF MT	\$54.00	\$216.00
LEE COUNTY ML 900 LAP TOP TOTAL				\$28,944.00

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

This Interlocal Agreement is made and entered into this ___ day of _____, 2004, by and between the Lehigh Acres Fire and 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.

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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 primary mission of the Premier Mobile Data Computers (PMDCs) is to improve emergency responses, the COUNTY'S Telecommunications Program Manager or his/her designee must approve any changes in PMDC or Advance Tactical Mapping Mobile (ATM-M) configuration or the addition of other programs 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, including maintenance, the equipment.

8. 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.

9. This Interlocal Agreement shall be governed by and construed in accordance with the laws of the State of Florida.

10. 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.

11. Nothing in this agreement should be construed to create any rights in third parties.

12. 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 and Rescue District

By: D. Bruce Boyd
Chairman

Attest: Emery Pugh
Secretary

Witness: James Cardoso

APPROVED AS TO FORM

By: _____
General Counsel
Lehigh Acres Fire Control and 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"

EXHIBIT A

Lehigh Acres Fire Control & Rescue District

Qty.	Model	Description	Unit Price	Extended
MOBILE DATA EQUIPMENT				
ML900 RUGGEDIZED LAPTOP				
<u>3</u>	L3393	ML900 RUGGEDIZED LAPTOP - 40GB, 1.7GHZ P4, 256MB SDRAM, 12.1 TRANSMISSIVE DISPLAY, XGA, INTEGRATED CD-ROM, WINDOWS 2000	\$4,672.00	\$14,016.00
<u>3</u>	TT04195AA	RUBBERIZED BACKLIT KEYBOARD		
<u>3</u>	DDN7501	ML900 VEHICLE DOCK HIGH TIER (INCLUDES RF PASS THROUGH)		
<u>3</u>	TT04193AA	ADD: 750MB SDRAM (1 GB TOTAL)	\$298.00	\$894.00
<u>3</u>	TT04211AA	13.3" HIGH-BRIGHTNESS TOUCH	\$510.00	\$1,530.00
<u>3</u>	TT04201AA	ADD: ML900 GPS	\$336.00	\$1,008.00
<u>3</u>	CDN 1537A	GPS EXTERNAL ANTENNA	\$99.00	\$297.00
EXTERNAL RADIO				
<u>3</u>	FLN3150	PRIVATE DATATAC, 800MHZ, 35W, VRM850	\$1,267.00	\$3,801.00
<u>3</u>	TDF6620	MOBILE ANTENNA 800MHZ ROOF MT	\$54.00	\$162.00
LEE COUNTY ML 900 LAP TOP TOTAL				\$21,708.00

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

This Interlocal Agreement is made and entered into this ____ day of _____, 2004, by and between the South Trail Fire and 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 Advances 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 primary mission of the Premier Mobile Data Computers (PMDCs) is to improve emergency responses the COUNTY'S Telecommunications Program Manager or his/her designee must approve any changes in PMDC or Advance Tactical Mapping Mobile (ATM-M) configuration or the addition of other programs 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, including maintenance, the equipment.

8. 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.

9. This Interlocal Agreement shall be governed by and construed in accordance with the laws of the State of Florida.

10. 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.

11. Nothing in this agreement should be construed to create any rights in third parties.

12. 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 and Rescue Service District

By: *William Milby*
Chairman

Attest: *[Signature]*
Secretary

Witness: *[Signature]*
Baker

APPROVED AS TO FORM

By: *[Signature]*
General Counsel
South Trail Fire Protection and
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"

EXHIBIT A

South Trail Fire Protection & Rescue Service District

Qty.	Model	Description	Unit Price	Extended
MOBILE DATA EQUIPMENT				
<u>ML900 RUGGEDIZED LAPTOP</u>				
<u>3</u>	<u>L3393</u>	ML900 RUGGEDIZED LAPTOP - 40GB, 1.7GHZ P4, 256MB SDRAM, 12.1 TRANSMISSIVE DISPLAY, XGA, INTEGRATED CD-ROM, WINDOWS 2000	\$4,672.00	\$14,016.00
<u>3</u>	<u>TT04195AA</u>	RUBBERIZED BACKLIT KEYBOARD		
<u>3</u>	<u>DDN7501</u>	ML900 VEHICLE DOCK HIGH TIER (INCLUDES RF PASS THROUGH)		
<u>3</u>	<u>TT04193AA</u>	ADD: 750MB SDRAM (1 GB TOTAL)	\$298.00	\$894.00
<u>3</u>	<u>TT04211AA</u>	13.3" HIGH-BRIGHTNESS TOUCH	\$510.00	\$1,530.00
<u>3</u>	<u>TT04201AA</u>	ADD: ML900 GPS	\$336.00	\$1,008.00
<u>3</u>	<u>CDN 1537A</u>	GPS EXTERNAL ANTENNA	\$99.00	\$297.00
EXTERNAL RADIO				
<u>3</u>	<u>FLN3150</u>	PRIVATE DATATAC, 800MHZ, 35W, VRM850	\$1,267.00	\$3,801.00
<u>3</u>	<u>TDF6620</u>	MOBILE ANTENNA 800MHZ ROOF MT	\$54.00	\$162.00
LEE COUNTY ML 900 LAP TOP TOTAL				\$21,708.00

**INTERLOCAL AGREEMENT BETWEEN LEE COUNTY AND
THE BONITA SPRINGS FIRE RESCUE FOR THE DISTRIBUTION OF
THE MOTOROLA MEDICAL DATA TERMINALS**

This Interlocal Agreement is made and entered into this ____ day of _____, 2004, by and between the Bonita Springs Fire Rescue, 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,

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 primary mission of the Premier Mobile Data Computers (PMDCs) is to improve emergency responses, the COUNTY'S Telecommunications Program Manager or his/her designee must approve any changes in PMDC or Advance Tactical Mapping Mobile (ATM-M) configuration or the addition of other programs 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.

BONITA SPRINGS FIRE RESCUE

By: *Frank W. Foley*
Chairman

Attest: *J. is Roman*
Secretary

APPROVED AS TO FORM

By: *TERRY Lewis, Lewis, Longman + Walker*
General Counsel
Bonita Springs Fire Rescue

ATTEST:
CHARLIE GREEN, CLERK

BOARD OF COUNTY COMMISSIONERS
OF LEE COUNTY, FLORIDA

By: _____
Deputy Clerk

By: _____
Chairman

APPROVED AS TO FORM BY:

By: _____
Office of the County Attorney

EXHIBIT A

**Bonita Springs Fire Control & Rescue District
Description**

Qty.	Model	Description	Unit Price	Extended
MOBILE DATA EQUIPMENT				
ML900 RUGGEDIZED LAPTOP				
5	L3393	ML900 RUGGEDIZED LAPTOP - 40GB, 1.7GHZ P4, 256MB SDRAM, 12.1 TRANSMISSIVE DISPLAY, XGA, INTEGRATED CD-ROM, WINDOWS 2000	\$4,672.00	\$23,360.00
5	TT04195AA	RUBBERIZED BACKLIT KEYBOARD		
5	DDN7501	ML900 VEHICLE DOCK HIGH TIER (INCLUDES RF PASS THROUGH)		
5	TT04193AA	ADD: 750MB SDRAM (1 GB TOTAL)	\$298.00	\$1,490.00
5	TT04211AA	13.3" HIGH-BRIGHTNESS TOUCH	\$510.00	\$2,550.00
5	TT04201AA	ADD: ML900 GPS	\$336.00	\$1,680.00
5	CDN 1537A	GPS EXTERNAL ANTENNA	\$99.00	\$495.00
EXTERNAL RADIO				
5	FLN3150	PRIVATE DATATAC,800MHZ, 35W, VRM850	\$1,267.00	\$6,335.00
5	TDF6620	MOBILE ANTENNA 800MHZ ROOF MT	\$54.00	\$270.00
LEE COUNTY ML 900 LAP TOP TOTAL				\$36,180.00

**INTERLOCAL AGREEMENT BETWEEN LEE COUNTY AND
THE SANIBEL FIRE AND RESCUE DISTRICT FOR THE DISTRIBUTION
OF THE MOTOROLA MEDICAL DATA TERMINALS**

This Interlocal Agreement is made and entered into this ___ day of _____, 2004, by and between the Sanibel Fire and 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 Advances 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 primary mission of the Premier Mobile Data Computers (PMDCs) is to improve emergency responses, the COUNTY'S Telecommunications Program Manager or his/her designee must approve any changes in PMDC or Advance Tactical Mapping Mobile (ATM-M) configuration or the addition of other programs 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, including maintenance, the equipment.
8. 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.
9. This Interlocal Agreement shall be governed by and construed in accordance with the laws of the State of Florida.
10. 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.
11. Nothing in this agreement should be construed to create any rights in third parties.
12. 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.

Sanibel Fire and Rescue District

By: Jerrald Muench
Chairman

Attest: Paul D. [Signature]
Secretary

APPROVED AS TO FORM

By: [Signature]
General Counsel
Sanibel Fire and 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"

EXHIBIT A

Sanibel Fire & Rescue District

Qty.	Model	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	\$4,672.00	\$9,344.00
<u>2</u>	TT04195AA	RUBBERIZED BACKLIT KEYBOARD		
<u>2</u>	DDN7501	ML900 VEHICLE DOCK HIGH TIER (INCLUDES RF PASS THROUGH)		
<u>2</u>	TT04193AA	ADD: 750MB SDRAM (1 GB TOTAL)	\$298.00	\$596.00
<u>2</u>	TT04211AA	13.3" HIGH-BRIGHTNESS TOUCH	\$510.00	\$1,020.00
<u>2</u>	TT04201AA	ADD: ML900 GPS	\$336.00	\$672.00
<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
ESTERO FIRE RESCUE FOR THE DISTRIBUTION OF THE MOTOROLA MEDICAL DATA
TERMINALS**

This Interlocal Agreement is made and entered into this ____ day of _____, 2004, by and between Estero Fire Rescue, an Independent Special Purpose Taxing District, as described in Chapter 2000-437, 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 the District 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 Advanced Life Support (ALS) fire districts in Lee County; and

WHEREAS, it is in the best interest of the residents 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 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 responses, the COUNTY'S Telecommunications Program Manager or his/her designee must approve any changes in PMDC or Advance Tactical Mapping Mobile (ATM-M) configuration or the addition of other programs that will increase the amount of data that utilizes the Datatek System.
6. EFR will appoint a person to act as PMDC System Administrator and liaison to the COUNTY'S Telecommunications Program. EFR 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, EFR shall own and be responsible for, including maintenance, the equipment.
8. 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.
9. This Interlocal Agreement shall be governed by and construed in accordance with the laws of the State of Florida.
10. No assignment, delegation, transfer or novation of this Interlocal Agreement or any part thereof shall be made, unless approved in writing by EFR and the COUNTY.
11. Nothing in this agreement should be construed to create any rights in third parties.
12. This Interlocal Agreement shall be governed by and construed in accordance with the laws of the State of Florida.

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

ESTERO FIRE RESCUE

By: *Richard G. Schweers*
RICHARD G. SCHWEERS, Chairman

Attest: *Dennis J. Merrifield*
DENNIS J. MERRIFIELD, Fire Chief

APPROVED AS TO FORM

By: *Charles F. Schoech*
Charles F. Schoech, General Counsel
Estero Fire Rescue

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"

EXHIBIT A

Estero Fire Rescue

Qty.	Model	Description	Unit Price	Extended
MOBILE DATA EQUIPMENT				
ML900 RUGGEDIZED LAPTOP				
3	L3393	ML900 RUGGEDIZED LAPTOP - 40GB, 1.7GHZ P4, 256MB SDRAM, 12.1 TRANSMISSIVE DISPLAY, XGA, INTEGRATED CD-ROM, WINDOWS 2000	\$4,672.00	\$14,016.00
3	TT04195AA	RUBBERIZED BACKLIT KEYBOARD		
3	DDN7501	ML900 VEHICLE DOCK HIGH TIER (INCLUDES RF PASS THROUGH)		
3	TT04193AA	ADD: 750MB SDRAM (1 GB TOTAL)	\$298.00	\$894.00
3	TT04211AA	13.3" HIGH-BRIGHTNESS TOUCH	\$510.00	\$1,530.00
3	TT04201AA	ADD: ML900 GPS	\$336.00	\$1,008.00
3	CDN 1537A	GPS EXTERNAL ANTENNA	\$99.00	\$297.00
EXTERNAL RADIO				
3	FLN3150	PRIVATE DATATAC, 800MHZ, 35W, VRM850	\$1,267.00	\$3,801.00
3	TDF6620	MOBILE ANTENNA 800MHZ ROOF MT	\$54.00	\$162.00
LEE COUNTY ML 900 LAP TOP TOTAL				\$21,708.00