

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

Blue Sheet No. 20050021

1. REQUESTED MOTION:

ACTION REQUESTED: Approve Memorandum of Understanding (MOU) between the Lee County School Board and the Board of County Commissioners of Lee County, Florida to co-locate a Pod/Mobile Mini container system (POD) to store medical supplies with a refueling facility on School Board property.

WHY ACTION IS NECESSARY: The Board of County Commissioners must approve agreements with other entities.

WHAT ACTION ACCOMPLISHES: By co-locating the supply point with a refueling facility, this reduces the cost and time involved in stopping elsewhere for supplies; and translates to better medical service to patients needing EMS Services.

2. DEPARTMENTAL CATEGORY:

COMMISSION DISTRICT #

C7B

3. MEETING DATE:

01-18-2005

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
- BY: John Wilson, Director *JW*

7. BACKGROUND:

Public Safety/EMS uses a network system to distribute medical supplies (non-narcotic) to the ambulance units serving the citizens of and visitors to Lee County. Integral and vital to this mission is the use of "POD" type containers to store the supplies in strategic locations throughout Lee County. It is most convenient when EMS can co-locate the supply point with a refueling facility. The County and School Board have an agreement to use Lee County School Board fueling sites, it then becomes prudent to locate supplies at the same site.

ATTACHMENT: Memorandum of Understanding (3) Originals - Executed by Lee County School Board

8. MANAGEMENT RECOMMENDATIONS:

9. RECOMMENDED APPROVAL:

A Department Director	B Purchasing or Contracts	C Human Resources	D Other	E County Attorney	F Budget Services				G County Manager
<i>[Signature]</i>	N/A	N/A	N/A	<i>[Signature]</i>	OA	OM	RISK	GC	<i>[Signature]</i>
					<i>1/6/05</i>	<i>1/6/05</i>	<i>1/6/05</i>	<i>1/6/05</i>	<i>1-6-05</i>

10. COMMISSION ACTION:

- APPROVED
- DENIED
- DEFERRED
- OTHER

RECEIVED BY
COUNTY ADMIN: *PL*
1/15/05
1:45pm
COUNTY ADMIN
FORWARDED TO: *PL*
1/6/05
4:30 pm

MEMORANDUM OF UNDERSTANDING (MOU)
BETWEEN
THE LEE COUNTY SCHOOL BOARD,
HEREINAFTER REFERRED TO AS "SCHOOL BOARD"
AND
THE BOARD OF COUNTY COMMISSIONERS
OF LEE COUNTY, FLORIDA,
HEREINAFTER REFERRED TO AS "COUNTY"

APPROVED
DEC 14 2004
SCHOOL BOARD OF
LEE COUNTY

Public Safety/EMS uses a network system to distribute their medical supplies (non-narcotic) to the ambulance units serving the citizens of and visitors to Lee County. Integral and vital to this mission is the use of "POD" type containers to store the supplies in strategic locations throughout Lee County. It is most convenient when EMS can co-locate the supply point with a refueling facility. Due to the fact that EMS enjoys an Agreement to use Lee County School Board fueling sites, it then becomes prudent to locate supplies at the same site. This reduces the cost and time involved in stopping elsewhere for supplies. That savings in time translates to better medical service to patients needing the services of EMS. The Pod/Mobile Mini container system has been employed successfully by EMS for approximately eighteen (18) months.

Maintenance on the POD units by the Lee County Public Works/Facilities Department depends on having the unit placed on property meeting at least one of the following criterion:

1. Property formally leased for use by Lee County Board of County Commission entities.
2. Property included in the list of properties maintained by Lee County Facilities.
3. Property covered by Agreement (MOU etc.) and to then be included in the maintenance plan of Lee County Facilities.

The County has agreements with vendors who provide services at the Mobil Mini sites. The vendors may have a need to provide that service at times when the School Board property is normally closed. The County will provide a key to vendors so they can access School Board property as needed. Vendors will be cautioned to follow speed limits and traffic flow on School Board property and to secure the property when they leave. The County also has to have twenty-four (24)-hour access to School Board property for the ambulance units and Logistics servicing vehicles.

This MOU establishes the responsibilities and relationships that exist between the Lee County School Board, Director of Transportation (hereinafter called the "School Board") and the Board of County Commissioners of Lee County (hereinafter called the "County").

The Parties agree as follows:

A. Definitions

1. References to "School Board" means the transportation facilities where space can be coordinated directly through the site manager or the School Board mutually.
2. "POD" is a generic reference and "Mobil Mini" will be the container of choice when they are commercially available, timely to the EMS mission.
3. The containers will normally be 8 feet x 20 feet in "footprint" dimension. All discussion prior to any required site work will include notification of the intended size of the unit and School Board approval of location of the POD.

B. The County shall:

1. Maintain the School Board property clean and free from debris and trash.
2. Pay all fees for the purchase and placement of the POD.
3. Pay for all site preparation which may include filling sites to grade, placing concrete pads, placing sidewalks, connecting to utilities, and placing sod over the disturbed site.
4. Maintain security of County resources on School Board property.
5. Not impede School Board operations while operating on School Board

property.

6. Be responsible for the repair or for funding the costs of repair (at the discretion of the School Board) of the site or any other School Board property damaged by the County or any of its employees, agents or vendors while on School Board property, pursuant to this Agreement.
7. Shall indemnify and hold harmless, pursuant to Section 768.28, Fla. Stat., the School Board, its officers, agents and employees from any and all liability for injury, death, or damage caused by intentional or negligent acts of the County, its agents, employees or vendors while on School Board property, pursuant to this Agreement.

C. The School Board shall:

1. Allow the County to place 1 PODS on each site.
2. Maintain the landscaped areas around the Pod.

D. Miscellaneous

This MOU shall be amended only by written amendments, which must be signed by both Parties or their designee. Either Party may terminate this Agreement without penalty or cause by giving the other Party at least six (6) months written notice of its intent to do so. Termination of the terms of this Agreement as it applies to specific locations will not affect this Agreement in total. Specific site terminations will be coordinated between the EMS Manager or his designee and the site manager of the affected School Board property. This Agreement shall be effective on November 17, 2004.

Ruth H. Moon
Witness

Mary Lou Seary
Witness

LEE COUNTY SCHOOL BOARD

By: Charles Green, Ph.D.
Chairman

APPROVED
DEC 14 2004
SCHOOL BOARD OF
LEE COUNTY

APPROVED AS TO FORM:

By: [Signature]
School Board Attorney

ATTEST: CHARLIE GREEN
CLERK OF COURTS

BOARD OF COUNTY COMMISSIONERS
OF LEE COUNTY, FLORIDA

By: _____
Deputy Clerk

By: _____
Chairman

APPROVED AS TO FORM:

By: _____
Office of the County Attorney