

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

Blue Sheet No. 20050038

1. REQUESTED MOTION:

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

WHY ACTION IS NECESSARY: Interlocal Agreement authorizes EMS to collect the licensing fees for Motorola Medical Data Terminals previously purchased with EMS County Award Grant funds.

WHAT ACTION ACCOMPLISHES: Completes the agreement between Lee County Advanced Life Support Providers and Lee County Government.

2. DEPARTMENTAL CATEGORY:

COMMISSION DISTRICT #

C12B

3. MEETING DATE:

02-01-2005

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 County Attorney
- C. DIVISION General Services
- BY: _____
Andrea R. Fraser
Assistant County Attorney

7. BACKGROUND:

On November 2, 2004, the Board of County Commissioners approved Interlocal Agreements with the nine (9) Fire Districts providing Advanced Life Support (ALS) for the installation of Medical Data Terminals in their respective licensed ALS vehicles. Installation of the Terminals assist in the communication between the responding emergency vehicle and Lee County Emergency Dispatch. The Terminals were purchased with EMS Grant Trust Fund moneys. However, the Fire Departments are paying for the licensing of the Terminals through Motorola. Since the Agreement for purchase is between Lee County and Motorola, the Fire Departments have to pay the County and the County pays Motorola.

Attachments: (3) Original Agreements for each of the Fire Districts [Bonita Springs, Estero, City of Fort Myers, Fort Myers Beach, Iona McGregor, Lehigh Acres, Sanibel, San Carlos Park, and South Trail Fire Departments]

Account String: KF5290352000.503460

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>Public SAFETY Iona McGregor 1-19-05</i>		N/A	N/A	<i>Andrea R. Fraser</i>	OA	OM	RISK	GC	<i>1-19-05</i>

10. COMMISSION ACTION:

- _____ APPROVED
- _____ DENIED
- _____ DEFERRED
- _____ OTHER

CO. ATTY.
FORWARDED
TO CO. ADMIN.
1/19/05

RECEIVED BY
COUNTY ADMIN: *RF*
1/19/05
COUNTY ADMIN
FORWARDED TO: _____
1/19/05

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

This Interlocal Agreement is made and entered into this ____ day of _____, 2004, by and between the BONITA SPRINGS FIRE CONTROL AND RESCUE DISTRICT, and Independent Special Purpose Taxing District, as described in Chapter 98-464 Laws of Florida, hereinafter, "DISTRICT" and LEE COUNTY, a political subdivision of the State of Florida and Charter County, 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 the license for the Motorola Medical Data Terminals, which is at the disposal of the DISTRICT; and

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

WHEREAS, in order to properly license the Motorola Medical Data Terminals, it is in the best interests of the residents of the DISTRICT and COUNTY to enter into this Agreement for reimbursement of the licensing fee.

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:

SECTION ONE:

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

SECTION TWO:

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

SECTION THREE:

This Interlocal Agreement shall commence on execution by the DISTRICT.

SECTION FOUR:

The DISTRICT requires a license from Motorola, Inc. in order to operate the Premier Mobile Data Equipment (PMD) for GPS integration into the module.

SECTION FIVE:

Each Premier Mobile Data Computer (PMDC) and Radio requires a license. The fee for each license is \$1,827.00 (One thousand eight hundred twenty-seven dollars). The DISTRICT will pay the COUNTY the sum listed in Exhibit "A" for reimbursement to Motorola for the license fee.

SECTION SIX:

The DISTRICT will be responsible for any updates to the license including any fees.

SECTION SEVEN:

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.

SECTION EIGHT:

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

SECTION NINE:

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.

SECTION TEN:

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

SECTION ELEVEN:

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.

ATTEST: BONITA SPRINGS FIRE CONTROL & RESCUE DISTRICT

BY: Frank W. Pileggi
Chair

BY: Dan Gourley
Dan Gourley, Chief

APPROVED AS TO FORM:

BY: Terry Lewis, Lewis Longman + Kutka
General Counsel

ATTEST: CHARLIE GREEN
CLERK OF COURTS

BY: _____
Deputy Clerk

BOARD OF COUNTY COMMISSIONERS
OF LEE COUNTY, FLORIDA

BY: _____
Chair

APPROVED AS TO FORM:

BY: _____
Office of the County Attorney

EXHIBIT "A"

**FOR REIMBURSEMENT OF LICENSE FEE
FOR THE MOTOROLA MEDICAL DATA TERMINAL**

Bonita Springs Fire Control & Rescue District

Quantity of Laptops	X (\$1,827.00 License Fee Per Laptop)	Total
5		\$9,135.00

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

This Interlocal Agreement is made and entered into this ____ day of _____, 2004, by and between the ESTERO FIRE RESCUE, and Independent Special Purpose Taxing District, as described in Chapter _____ Laws of Florida, hereinafter, "DISTRICT" and LEE COUNTY, a political subdivision of the State of Florida and Charter County, 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 the license for the Motorola Medical Data Terminals, which is at the disposal of the DISTRICT; and

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

WHEREAS, in order to properly license the Motorola Medical Data Terminals, it is in the best interests of the residents of the DISTRICT and COUNTY to enter into this Agreement for reimbursement of the licensing fee.

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:

SECTION ONE:

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

SECTION TWO:

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

SECTION THREE:

This Interlocal Agreement shall commence on execution by the DISTRICT.

SECTION FOUR:

The DISTRICT requires a license from Motorola, Inc. in order to operate the Premier Mobile Data Equipment (PMD) for GPS integration into the module.

SECTION FIVE:

Each Premier Mobile Data Computer (PMDC) and Radio requires a license. The fee for each license is \$1,827.00 (One thousand eight hundred twenty-seven dollars). The DISTRICT will pay the COUNTY the sum listed in Exhibit "A" for reimbursement to Motorola for the license fee.

SECTION SIX:

The DISTRICT will be responsible for any updates to the license including any fees.

SECTION SEVEN:

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.

SECTION EIGHT:

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

SECTION NINE:

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.

SECTION TEN:

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

SECTION ELEVEN:

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.

ESTERO FIRE RESCUE

BY: _____
Dennis Merrifield, Chief

BY: _____
Witness (Printed Name)

BY: _____
Witness (Signature)

APPROVED AS TO FORM:

BY: _____
General Counsel

ATTEST: CHARLIE GREEN
CLERK OF COURTS

BY: _____
Deputy Clerk

BOARD OF COUNTY COMMISSIONERS
OF LEE COUNTY, FLORIDA

BY: _____
Chair

APPROVED AS TO FORM:

BY: _____
Office of the County Attorney

EXHIBIT "A"

**FOR REIMBURSEMENT OF LICENSE FEE
FOR THE MOTOROLA MEDICAL DATA TERMINAL**

Estero Fire Rescue

Quantity of Laptops	X (\$1,827.00 License Fee Per Laptop)	Total
3		\$5,481.00

**INTERLOCAL AGREEMENT BETWEEN LEE COUNTY AND
THE CITY OF FORT MYERS
FOR REIMBURSEMENT OF THE LICENSE FEE FOR THE
MOTOROLA MEDICAL DATA TERMINAL**

This Interlocal Agreement is made and entered into this ____ day of _____, 2004, by and between the CITY OF FORT MYERS, a municipal corporation of the State of Florida, hereinafter, "CITY" and LEE COUNTY, a political subdivision of the State of Florida and Charter County, 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 the license for the Motorola Medical Data Terminals, which is at the disposal of the DISTRICT; and

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

WHEREAS, in order to properly license the Motorola Medical Data Terminals, it is in the best interests of the residents of the CITY and COUNTY to enter into this Agreement for reimbursement of the licensing fee.

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:

SECTION ONE:

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

SECTION TWO:

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

SECTION THREE:

This Interlocal Agreement shall commence on execution by the CITY.

SECTION FOUR:

The CITY requires a license from Motorola, Inc. in order to operate the Premier Mobile Data Equipment (PMD) for GPS integration into the module.

SECTION FIVE:

Each Premier Mobile Data Computer (PMDC) and Radio requires a license. The fee for each license is \$1,827.00 (One thousand eight hundred twenty-seven dollars). The CITY will pay the COUNTY the sum listed in Exhibit "A" for reimbursement to Motorola for the license fee.

SECTION SIX:

The CITY will be responsible for any updates to the license including any fees.

SECTION SEVEN:

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.

SECTION EIGHT:

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

SECTION NINE:

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.

SECTION TEN:

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

SECTION ELEVEN:

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.

ATTEST:

CITY OF FORT MYERS

BY:

BY:

City Clerk

Mayor

APPROVED AS TO FORM:

BY:

General Counsel

ATTEST: CHARLIE GREEN
CLERK OF COURTS

BOARD OF COUNTY COMMISSIONERS
OF LEE COUNTY, FLORIDA

BY:

BY:

Deputy Clerk

Chair

APPROVED AS TO FORM:

BY:

Office of the County Attorney

EXHIBIT "A"

**FOR REIMBURSEMENT OF LICENSE FEE
FOR THE MOTOROLA MEDICAL DATA TERMINAL**

City of Fort Myers

Quantity of Laptops	X (\$1,827.00 License Fee Per Laptop)	Total
2		\$3,654.00

**INTERLOCAL AGREEMENT BETWEEN LEE COUNTY AND
THE FORT MYERS BEACH FIRE CONTROL DISTRICT
FOR REIMBURSEMENT OF THE LICENSE FEE FOR THE
MOTOROLA MEDICAL DATA TERMINAL**

This Interlocal Agreement is made and entered into this ____ day of _____, 2004, by and between the FORT MYERS BEACH FIRE CONTROL DISTRICT, and Independent Special Purpose Taxing District, as described in Chapter _____ Laws of Florida, hereinafter, "DISTRICT" and LEE COUNTY, a political subdivision of the State of Florida and Charter County, 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 the license for the Motorola Medical Data Terminals, which is at the disposal of the DISTRICT; and

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

WHEREAS, in order to properly license the Motorola Medical Data Terminals, it is in the best interests of the residents of the DISTRICT and COUNTY to enter into this Agreement for reimbursement of the licensing fee.

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:

SECTION ONE:

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

SECTION TWO:

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

SECTION THREE:

This Interlocal Agreement shall commence on execution by the DISTRICT.

SECTION FOUR:

The DISTRICT requires a license from Motorola, Inc. in order to operate the Premier Mobile Data Equipment (PMD) for GPS integration into the module.

SECTION FIVE:

Each Premier Mobile Data Computer (PMDC) and Radio requires a license. The fee for each license is \$1,827.00 (One thousand eight hundred twenty-seven dollars). The DISTRICT will pay the COUNTY the sum listed in Exhibit "A" for reimbursement to Motorola for the license fee.

SECTION SIX:

The DISTRICT will be responsible for any updates to the license including any fees.

SECTION SEVEN:

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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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.

SECTION TEN:

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

SECTION ELEVEN:

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: _____

Chair

BY: _____

Stephen Markus, Chief

APPROVED AS TO FORM:

BY: _____

General Counsel

ATTEST: CHARLIE GREEN
CLERK OF COURTS

BY: _____

Deputy Clerk

BOARD OF COUNTY COMMISSIONERS
OF LEE COUNTY, FLORIDA

BY: _____

Chair

APPROVED AS TO FORM:

BY: _____

Office of the County Attorney

EXHIBIT "A"

**FOR REIMBURSEMENT OF LICENSE FEE
FOR THE MOTOROLA MEDICAL DATA TERMINAL**

Fort Myers Beach Fire Control District

Quantity of Laptops	X (\$1,827.00 License Fee Per Laptop)	Total
3		\$5,481.00

**INTERLOCAL AGREEMENT BETWEEN LEE COUNTY AND
THE IONA MCGREGOR FIRE DISTRICT
FOR REIMBURSEMENT OF THE LICENSE FEE FOR THE
MOTOROLA MEDICAL DATA TERMINAL**

This Interlocal Agreement is made and entered into this ____ day of _____, 2004, by and between the IONA MCGREGOR FIRE DISTRICT, and Independent Special Purpose Taxing District, as described in Chapter _____ Laws of Florida, hereinafter, "DISTRICT" and LEE COUNTY, a political subdivision of the State of Florida and Charter County, 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 the license for the Motorola Medical Data Terminals, which is at the disposal of the DISTRICT; and

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

WHEREAS, in order to properly license the Motorola Medical Data Terminals, it is in the best interests of the residents of the DISTRICT and COUNTY to enter into this Agreement for reimbursement of the licensing fee.

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:

SECTION ONE:

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

SECTION TWO:

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

SECTION THREE:

This Interlocal Agreement shall commence on execution by the DISTRICT.

SECTION FOUR:

The DISTRICT requires a license from Motorola, Inc. in order to operate the Premier Mobile Data Equipment (PMD) for GPS integration into the module.

SECTION FIVE:

Each Premier Mobile Data Computer (PMDC) and Radio requires a license. The fee for each license is \$1,827.00 (One thousand eight hundred twenty-seven dollars). The DISTRICT will pay the COUNTY the sum listed in Exhibit "A" for reimbursement to Motorola for the license fee.

SECTION SIX:

The DISTRICT will be responsible for any updates to the license including any fees.

SECTION SEVEN:

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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SECTION ELEVEN:

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.

IONA MCGREGOR FIRE DISTRICT

BY: _____
Chair

BY: _____
Gerald Adema, Chief

APPROVED AS TO FORM:

BY: _____
General Counsel

ATTEST: CHARLIE GREEN
CLERK OF COURTS

BY: _____
Deputy Clerk

BOARD OF COUNTY COMMISSIONERS
OF LEE COUNTY, FLORIDA

BY: _____
Chair

APPROVED AS TO FORM:

BY: _____
Office of the County Attorney

EXHIBIT "A"

**FOR REIMBURSEMENT OF LICENSE FEE
FOR THE MOTOROLA MEDICAL DATA TERMINAL**

Iona McGregor Fire District

Quantity of Laptops	X (\$1,827.00 License Fee Per Laptop)	Total
4		\$7,308.00

**INTERLOCAL AGREEMENT BETWEEN LEE COUNTY AND
THE LEHIGH ACRES FIRE CONTROL AND RESCUE DISTRICT
FOR REIMBURSEMENT OF THE LICENSE FEE FOR THE
MOTOROLA MEDICAL DATA TERMINAL**

This Interlocal Agreement is made and entered into this ____ day of _____, 2004, by and between the LEHIGH ACRES FIRE CONTROL AND RESCUE DISTRICT, and Independent Special Purpose Taxing District, as described in Chapter _____ Laws of Florida, hereinafter, "DISTRICT" and LEE COUNTY, a political subdivision of the State of Florida and Charter County, 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 the license for the Motorola Medical Data Terminals, which is at the disposal of the DISTRICT; and

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

WHEREAS, in order to properly license the Motorola Medical Data Terminals, it is in the best interests of the residents of the DISTRICT and COUNTY to enter into this Agreement for reimbursement of the licensing fee.

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:

SECTION ONE:

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

SECTION TWO:

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

SECTION THREE:

This Interlocal Agreement shall commence on execution by the DISTRICT.

SECTION FOUR:

The DISTRICT requires a license from Motorola, Inc. in order to operate the Premier Mobile Data Equipment (PMD) for GPS integration into the module.

SECTION FIVE:

Each Premier Mobile Data Computer (PMDC) and Radio requires a license. The fee for each license is \$1,827.00 (One thousand eight hundred twenty-seven dollars). The DISTRICT will pay the COUNTY the sum listed in Exhibit "A" for reimbursement to Motorola for the license fee.

SECTION SIX:

The DISTRICT will be responsible for any updates to the license including any fees.

SECTION SEVEN:

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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SECTION TEN:

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

SECTION ELEVEN:

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: Bruce Boyd

Chair

BY: James Cardoza

James Cardoza, Chief

APPROVED AS TO FORM:

BY: [Signature]

General Counsel

ATTEST: CHARLIE GREEN
CLERK OF COURTS

BY: _____
Deputy Clerk

BOARD OF COUNTY COMMISSIONERS
OF LEE COUNTY, FLORIDA

BY: _____
Chair

APPROVED AS TO FORM:

BY: _____
Office of the County Attorney

EXHIBIT "A"

**FOR REIMBURSEMENT OF LICENSE FEE
FOR THE MOTOROLA MEDICAL DATA TERMINAL**

Lehigh Acres Fire Control & Rescue District

Quantity of Laptops	X (\$1,827.00 License Fee Per Laptop)	Total
3		\$5,481.00

**INTERLOCAL AGREEMENT BETWEEN LEE COUNTY AND
THE SANIBEL FIRE AND RESCUE DISTRICT
FOR REIMBURSEMENT OF THE LICENSE FEE FOR THE
MOTOROLA MEDICAL DATA TERMINAL**

This Interlocal Agreement is made and entered into this ____ day of _____, 2004, by and between the SANIBEL FIRE AND RESCUE DISTRICT, and Independent Special Purpose Taxing District, as described in Chapter _____ Laws of Florida, hereinafter, "DISTRICT" and LEE COUNTY, a political subdivision of the State of Florida and Charter County, 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 the license for the Motorola Medical Data Terminals, which is at the disposal of the DISTRICT; and

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

WHEREAS, in order to properly license the Motorola Medical Data Terminals, it is in the best interests of the residents of the DISTRICT and COUNTY to enter into this Agreement for reimbursement of the licensing fee.

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:

SECTION ONE:

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

SECTION TWO:

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

SECTION THREE:

This Interlocal Agreement shall commence on execution by the DISTRICT.

SECTION FOUR:

The DISTRICT requires a license from Motorola, Inc. in order to operate the Premier Mobile Data Equipment (PMD) for GPS integration into the module.

SECTION FIVE:

Each Premier Mobile Data Computer (PMDC) and Radio requires a license. The fee for each license is \$1,827.00 (One thousand eight hundred twenty-seven dollars). The DISTRICT will pay the COUNTY the sum listed in Exhibit "A" for reimbursement to Motorola for the license fee.

SECTION SIX:

The DISTRICT will be responsible for any updates to the license including any fees.

SECTION SEVEN:

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.

SECTION EIGHT:

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

SECTION NINE:

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.

SECTION TEN:

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

SECTION ELEVEN:

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: *Alfred J. Lanning*
Chair

BY: *Richard Dickerson*
Richard Dickerson, Chief

APPROVED AS TO FORM:

BY: *[Signature]*
General Counsel

ATTEST: CHARLIE GREEN
CLERK OF COURTS

BY: _____
Deputy Clerk

BOARD OF COUNTY COMMISSIONERS
OF LEE COUNTY, FLORIDA

BY: _____
Chair

APPROVED AS TO FORM:

BY: _____
Office of the County Attorney

EXHIBIT "A"

**FOR REIMBURSEMENT OF LICENSE FEE
FOR THE MOTOROLA MEDICAL DATA TERMINAL**

Sanibel Fire & Rescue District

Quantity of Laptops	X (\$1,827.00 License Fee Per Laptop)	Total
2		\$3,654.00

**INTERLOCAL AGREEMENT BETWEEN LEE COUNTY AND
THE SAN CARLOS PARK FIRE PROTECTION AND RESCUE SERVICE DISTRICT
FOR REIMBURSEMENT OF THE LICENSE FEE FOR THE
MOTOROLA MEDICAL DATA TERMINAL**

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 and Charter County, 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 the license for the Motorola Medical Data Terminals, which is at the disposal of the DISTRICT; and

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

WHEREAS, in order to properly license the Motorola Medical Data Terminals, it is in the best interests of the residents of the DISTRICT and COUNTY to enter into this Agreement for reimbursement of the licensing fee.

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:

SECTION ONE:

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

SECTION TWO:

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

SECTION THREE:

This Interlocal Agreement shall commence on execution by the DISTRICT.

SECTION FOUR:

The DISTRICT requires a license from Motorola, Inc. in order to operate the Premier Mobile Data Equipment (PMD) for GPS integration into the module.

SECTION FIVE:

Each Premier Mobile Data Computer (PMDC) and Radio requires a license. The fee for each license is \$1,827.00 (One thousand eight hundred twenty-seven dollars). The DISTRICT will pay the COUNTY the sum listed in Exhibit "A" for reimbursement to Motorola for the license fee.

SECTION SIX:

The DISTRICT will be responsible for any updates to the license including any fees.

SECTION SEVEN:

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.

SECTION EIGHT:

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

SECTION NINE:

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.

SECTION TEN:

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

SECTION ELEVEN:

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 Garofalo
Chair

BY: Natale Ippolito
Natale Ippolito, Chief

APPROVED AS TO FORM:

BY: [Signature]
General Counsel

ATTEST: CHARLIE GREEN
CLERK OF COURTS

BY: _____
Deputy Clerk

BOARD OF COUNTY COMMISSIONERS
OF LEE COUNTY, FLORIDA

BY: _____
Chair

APPROVED AS TO FORM:

BY: _____
Office of the County Attorney

EXHIBIT "A"

**FOR REIMBURSEMENT OF LICENSE FEE
FOR THE MOTOROLA MEDICAL DATA TERMINAL**

San Carlos Fire Control & Rescue Service District

Quantity of Laptops	X (\$1,827.00 License Fee Per Laptop)	Total
4		\$7,308.00

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

This Interlocal Agreement is made and entered into this ____ day of _____, 2004, by and between the SOUTH TRAIL FIRE PROTECTION AND RESCUE SERVICE DISTRICT, and Independent Special Purpose Taxing District, as described in Chapter 2000-484 Laws of Florida, hereinafter, "DISTRICT" and LEE COUNTY, a political subdivision of the State of Florida and Charter County, 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 the license for the Motorola Medical Data Terminals, which is at the disposal of the DISTRICT; and

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

WHEREAS, in order to properly license the Motorola Medical Data Terminals, it is in the best interests of the residents of the DISTRICT and COUNTY to enter into this Agreement for reimbursement of the licensing fee.

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:

SECTION ONE:

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

SECTION TWO:

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

SECTION THREE:

This Interlocal Agreement shall commence on execution by the DISTRICT.

SECTION FOUR:

The DISTRICT requires a license from Motorola, Inc. in order to operate the Premier Mobile Data Equipment (PMD) for GPS integration into the module.

SECTION FIVE:

Each Premier Mobile Data Computer (PMDC) and Radio requires a license. The fee for each license is \$1,827.00 (One thousand eight hundred twenty-seven dollars). The DISTRICT will pay the COUNTY the sum listed in Exhibit "A" for reimbursement to Motorola for the license fee.

SECTION SIX:

The DISTRICT will be responsible for any updates to the license including any fees.

SECTION SEVEN:

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.

SECTION EIGHT:

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

SECTION NINE:

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.

SECTION TEN:

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


SECTION ELEVEN:

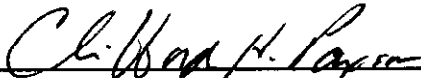
This Interlocal Agreement shall be governed by and construed in accordance with the laws of the State of Florida.

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: _____
Chair 

BY: _____
Clifford Paxson, Chief 

APPROVED AS TO FORM:

BY: _____
General-Counsel 

ATTEST: CHARLIE GREEN
CLERK OF COURTS

BY: _____
Deputy Clerk

BOARD OF COUNTY COMMISSIONERS
OF LEE COUNTY, FLORIDA

BY: _____
Chair

APPROVED AS TO FORM:

BY: _____
Office of the County Attorney

EXHIBIT "A"

**FOR REIMBURSEMENT OF LICENSE FEE
FOR THE MOTOROLA MEDICAL DATA TERMINAL**

South Trail Fire Protection & Rescue Service District

Quantity of Laptops	X (\$1,827.00 License Fee Per Laptop)	Total
3		\$5,481.00