

Meeting Date: 7/13/2010

Agenda Item 10

REQUESTED COMMISSION ACTION:

Consent Ordinance Resolution Consideration/Discussion Presentation

SHORT TITLE Request for Commission approval to enter into an agreement for State EMS County Funding between the City of Pompano Beach and Broward County for a grant funding for MCI Victim Tracking and Tourniquets.

Summary of Purpose and Why:

Pompano Beach Fire Rescue is a participating agency with the City of Sunrise grant proposal to fund Mass Casualty Incident (MCI) Victim Tracking Software and Hardware, as well as Tourniquets in Broward. The total value of the grant for Pompano Beach is \$4,330.00.

- (1) Origin of request for this action: Staff
- (2) Primary staff contact:: Harry Small, Fire Chief 954 786-4510
- (3) Expiration of contract, if applicable: February 28, 2011
- (4) Fiscal impact and source of funding: None (100% grant funding)

DEPARTMENTAL COORDINATION

Fire Administration

Budget

Finance

City attorney

DATE

6/22/2010

6/30/10

6/30/10

6/16/2010

DEPARTMENTAL RECOMMENDATION

Approval

Approval

Approve

DEPARTMENTAL HEAD SIGNATURE

[Signature]

[Signature]

Per Attached Resolution

City Manager

[Signature]

ACTION TAKEN BY COMMISSION:

<u>Ordinance</u>	<u>Resolution</u>	<u>Consideration</u>	<u>Workshop</u>
<u>1st Reading</u>	<u>1st Reading</u>	<u>Results:</u>	<u>Results:</u>
<u>2nd Reading</u>			



**Pompano Beach
Fire Rescue**

**FIRE ADMINISTRATION
MEMO # 10-A194**

To: Harry Small, Fire Chief
From: Michael Hohl, Division Chief *MH*
Date: 06/28/10
Re: State EMS County Grant Agreement for MCI Patient
Tracking and Tourniquets

Attached is the Addendum for Participating Agencies for the State EMS County Grant Agreement with Broward County and the City of Sunrise, Florida for a grant for Scanning Hardware and Software for Victim Tracking for Mass Casualty Incidents (MCI's) and Trauma Tourniquets for MCI's. The Victim Tracking Hardware and Software system will be carried by our EMS Captain and Battalion Chief to use in conjunction with Florida MCI Triage Tag. This system will also be used by the hospitals in order to keep track of the victims of a mass casualty incident. The Trauma Tourniquets will be carried on all of our ALS units to use to stop uncontrolled bleeding from an arm or leg injury. This agreement is necessary in order for the City of Pompano Beach to participate in the grant and receive MCI equipment. Pompano Beach will receive The City of Sunrise is the lead agency for the grant and the City of Pompano Beach is a participating agency under this grant. The City of Pompano Beach must agree to sign the Addendum to the original Agreement in order to participate in the grant. This grant funds 100% of the cost for the MCI equipment. The City of Pompano Beach will receive \$3,115.00 in grant funded equipment for MCI Victim Tracking and \$1,215.00 for 45 Trauma Tourniquets. Please bring this item before the City Commission for approval and execution.

Attachments:

Exhibit H – Addendum to State EMS County Grant Funding for Participating Agency
Sunrise 10-OMETS-8151-01(09)(10)
Resolution prepared by City Attorney
CC: Harry Small

RESOLUTION NO. 2010- _____

CITY OF POMPANO BEACH
Broward County, Florida

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF POMPANO BEACH, FLORIDA, APPROVING AND AUTHORIZING THE PROPER CITY OFFICIALS TO EXECUTE AN ADDENDUM TO STATE EMS COUNTY GRANT FUNDING BETWEEN THE CITY OF POMPANO BEACH AND BROWARD COUNTY FOR SCANNING HARDWARE AND SOFTWARE FOR VICTIM TRACKING AND TRAUMA TOURNIQUETS FOR MASS CASUALTY INCIDENTS; PROVIDING AN EFFECTIVE DATE.

BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF POMPANO BEACH, FLORIDA:

SECTION 1. That an Addendum between the City of Pompano Beach and Broward County, a copy of which Addendum is attached hereto and incorporated by reference as if set forth in full, is hereby approved.

SECTION 2. That the proper City officials are hereby authorized to execute said Addendum between the City of Pompano Beach and Broward County.

SECTION 3. This Resolution shall become effective upon passage.

PASSED AND ADOPTED this _____ day of _____, 2010.

LAMAR FISHER, MAYOR

ATTEST:

MARY L. CHAMBERS, CITY CLERK



**Pompano Beach
Fire Rescue**

**FIRE ADMINISTRATION
MEMO # 10-A182**

To: Gordon Linn, City Attorney
From: Michael Hohl, Division Chief *MH*
Date: 06/16/10
Re: Review of State EMS County Grant Agreement for MCI
Patient Tracking and Tourniquets

Attached is the Addendum for Participating Agency for the State EMS County Grant Agreement with Broward County and the City of Sunrise, Florida grant for Scanning Hardware and Software for Victim Tracking for Mass Casualty Incidents (MCI's) and Trauma Tourniquets for MCI's. This agreement is necessary in order for the City of Pompano Beach to participate in the grant and receive the MCI equipment. The City of Sunrise is the lead agency for the grant and the City of Pompano Beach is a participating agency under this grant. The City of Pompano Beach must agree to the Addendum to the original Agreement in order to participate in the grant. This grant funds 100% of the cost for the MCI equipment. Please review the attached agreement for compliance to all applicable requirements. Please respond back to my office with your approval. If approved, please send me the necessary resolution to bring this item before the City Commission for approval and execution.

If you have any questions, please contact me. Thank you.

Attachments:

Exhibit H – Addendum to State EMS County Grant Funding for Participating Agency Sunrise 10-OMETS-8151-01 (09)(10)

CC: Harry Small

EXHIBIT "H"

ADDENDUM TO STATE EMS COUNTY GRANT FUNDING FOR PARTICIPATING AGENCY

The undersigned PARTICIPATING AGENCY has entered into this ADDENDUM TO STATE EMS COUNTY GRANT FUNDING AGREEMENT ("Addendum") and acknowledges that it has joined in with SUB-GRANTEE, CITY OF SUNRISE, on two (2) Project Applications: Scanning Hardware and Software for Victim Tracking for Mass Casualty Incidents and Trauma Tourniquets for Mass Casualty Incidents as part of the State EMS County Grant Funding; hereinafter referred to individually as either the "respective Property" or "applicable Project" and collectively as "Property" or "Projects." PARTICIPATING AGENCY acknowledges that, in order to be included as a PARTICIPATING AGENCY under the Agreement between COUNTY and SUB-GRANTEE for State EMS County Grant Funding ("Agreement"), it agrees to the following terms and conditions:

1. PROPERTY COVENANTS

- 1.1 PARTICIPATING AGENCY shall not sell or otherwise dispose of any Property acquired with respect to the Projects prior to the end of the useful life of the respective Property. PARTICIPATING AGENCY may elect to sell or dispose of the respective Property prior to the end of its useful life only with the prior written consent of COUNTY; however, PARTICIPATING AGENCY shall be required to refund to COUNTY any and all funds provided on behalf of PARTICIPATING AGENCY for the purposes discussed herein prior to such sale or other disposition of the respective Property. COUNTY has the right but not the obligation to require PARTICIPATING AGENCY to transfer to COUNTY the equipment purchased with funds under the Agreement, incorporated herein by reference, in lieu of PARTICIPATING AGENCY paying back COUNTY any funds required as provided for in this section.
- 1.2 Ownership of any and all equipment purchased on behalf of PARTICIPATING AGENCY pursuant to the Agreement shall be by PARTICIPATING AGENCY, unless otherwise described herein. PARTICIPATING AGENCY shall be responsible for obtaining the proper insurance, licensing, permitting and for maintaining said equipment. PARTICIPATING AGENCY shall maintain and operate the respective Property through the useful life of same and make it available for loan to other fire rescue agencies upon request. When any equipment funded by the Agreement is no longer usable, it may be sold for scrap or disposed of in the customary procedure of PARTICIPATING AGENCY.

EXHIBIT "H"

2. MONITORING AND REQUIRED REPORTS/FINANCIAL STATEMENTS

- 2.1 PARTICIPATING AGENCY is subject to and shall comply with any and all requirements contained in State law, and in the agreement between the State and COUNTY regarding these grant funds, including the terms and conditions of the Application for funding, incorporated herein by reference.
- 2.2 PARTICIPATING AGENCY shall, to the extent permitted by law, maintain and make available within ten (10) calendar days of the request for inspection and audit by COUNTY officials, all books, reports, documentation and records of any kind of nature required by COUNTY or the State of Florida regarding the Projects for the useful life of any Property acquired with respect to the Projects, including program activities, pursuant to time frames set out by COUNTY or the State of Florida.
- 2.3 PARTICIPATING AGENCY shall assign appropriate staff as necessary to attend periodic meetings with COUNTY, as requested by COUNTY, to assess the applicable Project's status.
- 2.4 PARTICIPATING AGENCY understands and agrees that monitoring reports generated periodically by designated COUNTY staff shall be considered as a factor in evaluating future funding requests from PARTICIPATING AGENCY.
- 2.5 COUNTY shall have the right to audit the books, records, and accounts of PARTICIPATING AGENCY that are related to the Projects for a period of six (6) years from the conclusion of the State of Florida audit period as defined by the State during which the applicable Project occurred, of any property acquired with respect to the Projects. PARTICIPATING AGENCY shall keep such books, records, and accounts as may be necessary in order to record complete and correct entries related to the applicable Project.
- 2.6 Failure by PARTICIPATING AGENCY to timely provide any required reports or documentation, as required by COUNTY, shall be deemed a breach of this Addendum by PARTICIPATING AGENCY.
- 2.7 The provisions of this Article 5 shall survive the expiration or earlier termination of this Addendum.

EXHIBIT "H"

3. LIABILITY

PARTICIPATING AGENCY is a state agency, public body politic or political subdivision of the State of Florida, as defined in Chapter 768.28, Florida Statutes, as amended from time to time, and agrees to be fully responsible for its acts of negligence, or its agents' acts of negligence when acting within the scope of their employment or agency, and agrees to be liable for any damages resulting from said negligence. Nothing herein is intended to serve as a waiver of sovereign immunity by any PARTICIPATING AGENCY to which sovereign immunity may be applicable. Nothing herein shall be construed as consent by a state agency or political subdivision of the State of Florida to be sued by third parties in any matter arising out of any contract or under this Addendum.

4. INSURANCE

PARTICIPATING AGENCY is a state agency, public body politic or political subdivision of the State of Florida, as defined by Section 768.28, Florida Statutes, as amended from time to time. PARTICIPATING AGENCY shall furnish to the Office of Medical Examiner and Trauma Services, Trauma and EMS Section a total of three (3) copies of written verification of liability protection in accordance with Section 768.28, Florida Statutes, as amended from time to time, prior to final execution of this Addendum. Additionally, if PARTICIPATING AGENCY elects to purchase any additional liability coverage including excess liability coverage, PARTICIPATING AGENCY agrees that the Broward County Board of County Commissioners will be listed as the certificate holder and included as an additional named insured on the certificate.

5. INCORPORATION BY REFERENCE

PARTICIPATING AGENCY agrees to abide by all of the terms and conditions contained in Article 14 and Exhibit "D," Scope of Project, Exhibit "D-1," Project Schedule, Exhibit "D-2, Budget," and Outcomes identified in Exhibit "D-3," of the Agreement. PARTICIPATING AGENCY agrees that such terms and conditions in the Agreement shall form a part of, and be incorporated by reference into this Addendum.

6. MULTIPLE ORIGINALS

This Addendum may be fully executed in three (3) or more copies by all parties, each of which, bearing original signatures, shall have the force and effect of an original document.

EXHIBIT "H"

IN WITNESS WHEREOF, the parties hereto have made and executed this Addendum to State EMS County Grant Funding for Participating Agency on the respective dates under each signature: BROWARD COUNTY, through its BOARD OF COUNTY COMMISSIONERS, signing by and through its County Administrator, authorized to execute same by Board action on the 8th day of ,December, 2009, and as PARTICIPATING AGENCY, CITY OF POMPANO BEACH, a municipal corporation of the State of Florida, signing by and through its Mayor, duly authorized to execute same.

COUNTY

WITNESSES:

BROWARD COUNTY, through its
County Administrator

Signature

By _____
Bertha Henry
County Administrator

Print/Type Name Above

_____ day of _____, 20__

Signature

Approved as to form by
Office of County Attorney
Broward County Florida
JEFFREY J. NEWTON, County Attorney
Governmental Center, Suite 423
115 South Andrews Avenue
Fort Lauderdale, Florida 33301
Telephone: (954) 357-7600
Telecopier: (954) 357-7641

Print/Type Name Above

Approved as to Insurance
Requirements by Risk Management
Division

By: _____
PATRICE M. EICHEN (Date)
Assistant County Attorney

By _____
Authorized Signature (Date)

EXHIBIT "H"

ADDENDUM TO STATE EMS COUNTY GRANT FUNDING FOR PARTICIPATING AGENCY

PARTICIPATING AGENCY

WITNESSES:

CITY OF POMPANO BEACH
(Type or Print City Name)

Signature

(Authorized Signator)

Print name

(Type or Print Name of Signator)

Signature

_____ day of _____, 20__.

Print name

Approved as to Legal Form:

City Attorney