TOWN OF DAVIE
TOWN COUNCIL AGENDA REPORT

TO: Mayor and Council Members

FROM/PHONE: Don DiPetrillo, Fire Chief/EMC, 797-1213
Prepared by Frank Suriano, Assistant Chief, 797-1843

SUBJECT: Resolution

AFFECTED DISTRICT: All Districts

TITLE OF AGENDA ITEM: A RESOLUTION OF THE TOWN OF DAVIE, FLORIDA, AUTHORIZING THE ACCEPTANCE AND EXECUTION OF AN EMS GRANT FOR EMERGENCY MEDICAL CARTS AWARDED THROUGH THE EMS COUNTY AWARD GRANTS PROGRAM FROM THE BROWARD COUNTY MEDICAL EXAMINER AND TRAUMA SERVICES DIVISION.

REPORT IN BRIEF: The Broward County Medical Examiner and Trauma Services Division administer the EMS County Award Grants Program for projects that improve and expand EMS services in the Broward County. Davie Fire Rescue Department, along with Miramar Fire Rescue, Pembroke Pines Fire Rescue, and Margate Fire Rescue, applied jointly for an $ 87,304 grant to purchase four (4) Emergency Medical Carts (one for each municipality). The grant was approved. This resolution permits acceptance and execution of the grant. This Emergency Medical Cart will be used for Town functions and special events to access patients in areas a normal rescue ambulance can not travel. This grant program provides for 100% of the program costs.

PREVIOUS ACTIONS: N/A

CONCURRENCES: N/A

FISCAL IMPACT: Yes, Annual Maintenance

Has request been budgeted? Yes

If yes, expected cost: $1,500

Account Name: 001-0601-522-0401

If no, amount needed: $ 0.00

What account will funds be appropriated from: Vehicle Usage

RECOMMENDATION(S): Motion to approve this resolution.

Attachment(s): Resolution

Grant Contract

RESOLUTION_____

A RESOLUTION OF THE TOWN OF DAVIE, FLORIDA, AUTHORIZING THE ACCEPTANCE AND EXECUTION OF AN EMS GRANT FOR EMERGENCY MEDICAL CARTS AWARDED THROUGH THE EMS COUNTY AWARD GRANTS PROGRAM FROM THE BROWARD COUNTY MEDICAL EXAMINER AND TRAUMA SERVICES DIVISION.

WHEREAS, Broward County Medical Examiner and Trauma Services Division administers the EMS County Award Grants Program for projects that improve and expand EMS services in Broward County; and

WHEREAS, Davie Fire Rescue Department, along with Miramar Fire Rescue, Pembroke Pines Fire Rescue, and Margate Fire Rescue, applied jointly for a $ 87,304 grant to purchase four (4) Emergency Medical Carts (one for each municipality); and

WHEREAS, this Emergency Medical Cart will be used for Town functions and special events to access patients in areas a normal rescue ambulance can not travel; and

WHEREAS, the residents and visitors of the Town of Davie will benefit from the additional services the Emergency Medical Carts will provide.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF DAVIE, FLORIDA.

SECTION 1. The Town Council authorizes the Town Administrator or designee to accept and implement the grant and to execute all necessary grant contracts and documents.

SECTION 2. This resolution shall take effect immediately upon its passage and adoption.

PASSED AND ADOPTED THIS _____ DAY OF _____, 2005.

_____
MAYOR/COUNCIL MEMBER

ATTEST:

_____
TOWN CLERK

APPROVED THIS _____ DAY OF _____, 2005.

AGREEMENT

Between

BROWARD COUNTY

and

TOWN OF DAVIE

for

GRANT IN AID FUNDING FOR
EMERGENCY MEDICAL CART

AGREEMENT

Between

BROWARD COUNTY

and

TOWN OF DAVIE

for

GRANT IN AID FUNDING FOR
EMERGENCY MEDICAL CART

This is an Agreement, made and entered into by and between: BROWARD COUNTY, a political subdivision of the state of Florida, hereinafter referred to as "COUNTY,"

AND

TOWN OF DAVIE, a municipal corporation of the State of Florida, hereinafter referred to as “TOWN.”

WHEREAS, pursuant to Section 401.101, et. seq., Florida Statutes, and Section 10D-95.001, et. seq., Florida Administrative Code, COUNTY is the recipient of "Emergency Medical Services County Grant Program" funds to be used for the improvement and expansion of prehospital emergency medical services in Broward County; and

WHEREAS, COUNTY has allocated a portion of the 2004/2005 "Emergency Medical Services County Grant Program" funds for a multiple-agency project, which includes the Town of Davie, for purchase of one (1) custom designed four-wheel drive, all-terrain utility vehicle designed for use as an emergency medical cart to transport patients for use at specialized events held in Broward County in addition to normal services, which will be made available for loan to other fire-rescue agencies per Florida EMS Grants Program Application Proposed Expenditure Plan, attached hereto and incorporated herein as Exhibit “A” in accordance with Section 401.291 Florida Statutes; and

WHEREAS, COUNTY and TOWN desire to enter into this Agreement to provide for the implementation of this project; NOW, THEREFORE,

IN CONSIDERATION of the mutual terms, conditions, promises, covenants and payments hereinafter set forth, COUNTY and TOWN agree as follows:

ARTICLE 1

DEFINITIONS AND IDENTIFICATIONS

1.1 **Agreement** - means this document, Articles 1 through 12, inclusive. Other terms and conditions are included in the exhibits and documents that are expressly incorporated by reference.

1.2 **Board** - The Broward County Board of County Commissioners.

1.3 **Contract Administrator** - The Broward County Administrator, the Chief of Operations of the Broward County Medical Examiner and Trauma Services Division, authorized representative for COUNTY's participation in the Emergency Medical Services County Grant Program, or designee. TOWN's Contract Administrator for this Agreement is the Town Administrator or designee and the Project Leader is Battalion Chief Julie Downey. The primary responsibilities of the Contract Administrator or designee are to coordinate and communicate with TOWN and to manage and supervise execution and completion of the Scope of Services and the terms and conditions of this Agreement as set forth herein. In the administration of this Agreement, as contrasted with matters of policy, all parties may rely on the instructions or determinations made by the Contract Administrator; provided, however, that such instructions and determinations do not change the Scope of Services.

1.4 **County Attorney** - The chief legal counsel for COUNTY who directs and supervises the Office of the County Attorney pursuant to Section 2.10 of the Broward County Charter.

1.5 **Project** - The Project consists of the purchase of one (1) custom-designed, four-wheel drive, all-terrain utility vehicle for use as an emergency medical cart to transport patients.

1.6 **Services** – Shall consist of those described in Article 2.

ARTICLE 2

SCOPE OF SERVICES

2.1 TOWN shall purchase one (1) all-terrain utility vehicle and deliver same to a local fabricator for modification and fabrication of chassis and, further purchase and

install a medical stretcher, lights, siren and canvas/elastic side covers. Graphics shall be added to the vehicle to provide agency names and the source of funding for this grant.

2.2 TOWN shall provide four (4) quarterly measurable outcome reports on the project in a format requested and provided by the Broward Regional EMS Council's Grants Committee as provided for in the EMS County Grant Program.

2.3 The parties agree that the Scope of Services is a description of TOWN's obligations and responsibilities and is deemed to include preliminary considerations and prerequisites, and all labor, materials, equipments, and tasks, which are such an inseparable part of the work described, that exclusion would render performance by TOWN impractical, illogical, or unconscionable.

ARTICLE 3

TERM OF SERVICE

The term of this Agreement shall commence on the date of execution by both parties and shall expire upon the expiration of the useful life of the equipment purchased hereunder. This project shall be fully implemented in accordance with the terms and conditions set forth herein, it being understood that the funds provided to TOWN hereunder for purchase of the vehicle are to be expended by September 30, 2006. Any extension request shall be in writing and delivered to the Contract Administrator at least sixty (60) days prior to the end of the term.

ARTICLE 4

FUNDING AND METHOD OF PAYMENT

4.1 Upon execution of this Agreement by COUNTY, COUNTY shall disburse to TOWN a lump sum amount of Twenty One Thousand Eight Hundred Twenty-six Dollars ($21,826) for the Project referenced herein.

4.2 TOWN shall use the funds solely for the purposes discussed above and as referenced in Exhibit "A." TOWN shall not sell or otherwise dispose of said vehicle prior to the end of the useful life of same. If TOWN elects to sell or dispose of same prior to the end of the useful life of same, TOWN shall be required to refund to COUNTY any funds provided to TOWN for the purposes discussed herein.

4.3 All funds provided to TOWN and not expended by TOWN for the Project by September 30, 2006, shall be returned to COUNTY with in thirty (30) days thereof. Failure of TOWN to provide in a timely manner any required reports or documentation as required in the Agreement, or any misuse of funds provided, shall be deemed a breach of this Agreement and requires TOWN to return all unexpended funds to COUNTY. TOWN shall additionally be responsible for reimbursing COUNTY for any and all funds spent by TOWN in violation of this Agreement.

4.5 Ownership of any and all equipment purchased by TOWN pursuant to this Agreement shall be by TOWN, unless otherwise described herein. TOWN shall be responsible for obtaining the proper insurance, licensing, permitting and for maintaining said equipment. TOWN shall maintain and operate the vehicle through the useful life of same and make it available for lending to other fire rescue agencies upon request. When any grant-funded equipment is no longer usable, it may be sold for scrap or disposed of in the customary procedure of TOWN, and notice sent to COUNTY at address listed in Article 11.

ARTICLE 5

MONITORING AND REQUIRED REPORTS/FINANCIAL STATEMENTS

5.1 TOWN 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 Grant Distribution Agreement and the terms and conditions contained in the Florida Emergency Medical Services County Grant Program 2002 booklet.

5.2 TOWN shall, to the extent permitted by law, maintain and make available 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 this project, including program activities, pursuant to time frames set out by COUNTY or the State of Florida.

5.3 TOWN shall file a financial report on the prescribed COUNTY form, EMS County Grant Final Expenditure Report, Form BC #302-059 no later than thirty (30) days after the end of this Agreement. This report shall disclose funds expended by TOWN for the categories set forth in the line item budget, with copies of supporting documentation showing purposes and payments of invoices from TOWN's Purchasing and Accounting Departments (a copy of said Form is attached hereto and incorporated herein as Exhibit "B.")

5.4 Failure by TOWN to timely provide any required reports or documentation, as required by COUNTY, shall be deemed a breach of this Agreement by TOWN.

ARTICLE 6

EEO COMPLIANCE

6.1 TOWN shall not make any decisions regarding eligibility of services based upon or in consideration of race, age, religion, color, gender, national origin, marital status, sexual orientation, political affiliations, physical or mental disability of other factors which cannot be lawfully or appropriately used as a basis for service delivery.

6.2 TOWN shall comply with Title I and Title II of the Americans with Disabilities Act of 1990 regarding nondiscrimination on the basis of disability in employment and in state and local government services, in the course of providing any services funded in whole or in part by COUNTY.

6.3 TOWN shall not engage in or commit any discriminatory practice in violation of the Broward County Human Rights Act (Broward County Code, Chapter 16-1/2) in performing any services under this Agreement.

ARTICLE 7

LIABILITY/INSURANCE

7.1 TOWN and COUNTY agree to be fully responsible for the respective acts of negligence of their officers, employees, and agents when acting within the scope of their employment or agency, and agree to be liable for any damages resulting from said negligence. Nothing herein is intended to serve as a waiver of sovereign immunity by any party 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 this Agreement.

7.2 TOWN and COUNTY are governmental entities and shall maintain insurance coverage as required for governmental entities under the law of the State of Florida.

ARTICLE 8

ASSIGNMENT

TOWN shall not subcontract any services under this Agreement, or any portion thereof, without the prior written consent of COUNTY.

ARTICLE 9

TERMINATION OF AGREEMENT

9.1 This Agreement may be terminated by either party upon thirty (30) days written notice to the other party as provided for in Article 12 herein.

9.2 In the event COUNTY terminates this Agreement for cause, which includes noncompliance with the terms and conditions of the Grant Program guidelines, TOWN shall be required to repay COUNTY in full all funds disbursed to TOWN prior to the date of termination. Failure to comply with these terms and conditions shall result in COUNTY declaring TOWN ineligible for further participation in the Grant Program until such time as TOWN complies therewith.

9.3 In the event COUNTY terminates this Agreement for convenience, any compensation paid to TOWN for services under this Agreement prior to the notice of termination can be retained by TOWN for the purposes specified herein. In the event TOWN terminates this Agreement for convenience, any compensation paid by COUNTY to TOWN under this Agreement prior to the notice of termination shall be refunded in full to COUNTY.

9.4 Notice of termination shall be provided in accordance with the ANOTICES@ section of this Agreement, except that notice of termination by COUNTY's Contract Administrator which the Contract Administrator deems necessary to protect the public health, safety, or welfare may be verbal notice which shall be promptly confirmed in writing in accordance with the ANOTICES@ section of this Agreement.

ARTICLE 10

REPRESENTATIONS AND ACKNOWLEDGEMENTS

TOWN acknowledges that all services provided under this Agreement, and pursuant to the Project, shall be by and through employees and agents of TOWN as an independent contractor, and subject to the supervision by TOWN and not as officers, employees or agents of COUNTY. This Agreement shall not constitute or make the parties a partnership or joint venture. Personnel policy, tax responsibilities, social security, health insurance, employee benefits, travel, per diem policy, purchasing policies and any other similar administrative procedures applicable to services rendered under this Agreement shall be those of the respective party.

ARTICLE 11

NOTICES

Whenever any party desire to give notice unto the other, it must be given by written notice, sent by certified United States mail, with return receipt requested, addressed to the party for whom it is intended, at the place last specified, and the place for giving of notice shall remain such until it shall have been changed by written notice in compliance with the provisions of this paragraph. For the present, COUNTY and TOWN designate the following as the respective places for given of notice, to-wit:

FOR COUNTY: George H. Danz, Director
Trauma Management Agency
5301 SW 31 Avenue
Ft. Lauderdale, FL 33312

FOR TOWN: Donald DiPetrillo, Fire Chief
6901 Orange Drive
Davie, Florida 33314

ARTICLE 12

MISCELLANEOUS PROVISIONS

12.1 Performance. TOWN represents that all persons performing the services required under this Agreement have the knowledge and skills, either by training, experience, education, or combination thereof, to adequately and competently perform the duties, obligations and services set forth in the scope of services.

12.2 Materiality and Waiver of Breach. COUNTY and TOWN agree that each requirement, duty, and obligation set forth herein is substantial and important to the formation of this Agreement and, therefore, is a material term hereof.

Either party's failure to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement. No waiver of any provision of this Agreement shall be effective unless it is in writing, signed by the designated Contract Administrator for the party against whom it is asserted and any such written waiver shall only be applicable to the specific instance to which it relates and shall not be deemed a continuing or future waiver.

12.3 Governing Law and Venue. This Agreement shall be governed, construed and controlled according to the laws of the State of Florida. Venue for any claim, objection or dispute arising out of the terms of this Agreement shall be Broward County. To encourage prompt and equitable resolution of any litigation that may arise hereunder, each party hereby waives any rights it may have to a trial by jury of any such litigation.

12.4 Merger. This document incorporates and includes all prior negotiations, correspondences, conversations, agreements or understandings applicable to the matters contained herein; and the parties agree that there are not commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, the parties agree that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written.

12.5 Amendments. COUNTY and TOWN agree that no modification, alternation or amendment in the terms and conditions contained herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith.

12.6 Joint Preparation. The preparation of this Agreement has been a join effort of the parties and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the others.

12.7 Audit Right and Retention of Records. COUNTY shall have the right to audit the books, records, and accounts of TOWN related to the Projects. TOWN shall keep such books, records, and accounts as may be necessary in order to record complete and correct entries related to the Project.

TOWN shall preserve and make available, at reasonable times for examination and audit by COUNTY, all financial records, supporting documents, statistical records, and any other documents pertinent to the Agreement for the require retention period of the Florida Public Records Act (Chapter 119, Fla. Stat.), if applicable, for a minimum period of three (3) years after termination of this Agreement. If any audit has been initiated and audit findings have not been resolved at the end of the retention period or three (3) years, whichever is longer, the books, records, and accounts shall be retained until resolution of the audit findings. If the Florida Public Records Act is determined by COUNTY to be applicable to TOWN's records, TOWN shall comply with all requirements thereof; however, no confidentiality or non-disclosure requirement of either federal or state law shall be violated by TOWN. Any incomplete or incorrect entry in such

books, records, and accounts shall be a basis for COUNTY's disallowance and recovery of any payment upon such entry.

12.8 Severance. In the event this Agreement or a portion of this Agreement is found by a court of competent jurisdiction to be invalid, the remaining provisions shall continue to be effective unless COUNTY or TOWN elects to terminate this Agreement. The election to terminate this Agreement based upon this provision shall be made within seven (7) days after the finding by the court becomes final.

12.9 Compliance with Laws. The parties shall comply with all federal, state and local laws, codes, ordinances, rules and regulations in performing its duties, responsibilities, and obligations pursuant to this Agreement.

12.10 Priority of Provision. If there is a conflict or inconsistency between any term, statement, requirement, or provision of any exhibit attached hereto, any document or events referred to herein, or any document incorporated into this Agreement by reference and a term, statement, requirement, or provision of this Agreement, the term, statement, requirement, or provision contained in Articles 1 through 12 of this Agreement shall prevail and be given effect.

12.11 Conflicts. TOWN nor its officers or employees shall have or hold any continuing or frequently recurring employment or contractual relationship that is substantially antagonistic or incompatible with TOWN's loyal and conscientious exercise of judgment related to its performance under this Agreement.

TOWN agrees that none of its officers or employees shall, during the term of this Agreement, serve as an expert witness against the other in any legal or administrative proceeding related to performance under this Agreement in which he or she is not a party, unless compelled by court process. Further, TOWN agrees that such persons shall not give sworn testimony or issue a report or writing, as an expression of his or her expert opinion, which is adverse or prejudicial to the interests of COUNTY or in connection with any such pending or threatened legal or administrative proceeding related to the performance under this Agreement. The limitations of this section shall not preclude TOWN or any other persons from representing themselves in any action or in any administrative or legal proceeding related to the performance under this Agreement.

12.12 Incorporation by Reference. The attached Exhibits "A" and "B" are incorporated into and made a part of this Agreement.

12.13 Survival. Either party=s right to monitor, evaluate, enforce, indemnify and insure, audit and review, and any assurances and items of financial responsibility shall

survive the expiration or earlier termination of this Agreement. Any provision of this Agreement which contains a restriction or requirement which extends beyond the date of termination or expiration set forth herein shall survive termination or expiration of this Agreement and be enforceable.

12.14 Third Party Beneficiaries. Neither TOWN nor COUNTY intends to directly or substantially benefit a third party by this Agreement. Notwithstanding that exception, the parties agree that there are no third party beneficiaries to this Agreement and that no third party shall be entitled to assert a claim against either of them based upon this Agreement. The parties expressly acknowledge that it is not their intent to create any rights or obligations in any third person or entity under this Agreement.

12.15 Joint Preparation. COUNTY and TOWN acknowledge that they have sought and received whatever competent advice and counsel as was necessary for them to form a full and complete understanding of all rights and obligations under this Agreement, and the preparation of this Agreement has been a joint effort of COUNTY and TOWN and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than any other.

12.16. Multiple Originals. This Agreement may be fully executed in five (5) copies by all parties, each of which, bearing original signatures, shall have the force and effect or an original document.

IN WITNESS WHEREOF, the Parties have made and executed this Agreement on the respective dates under each signature: COUNTY through its BOARD OF COUNTY COMMISSIONERS, signing by and through its Mayor or Vice Mayor authorized to execute same and TOWN signing by and through its _____Mayor_____, duly authorized to execute same.

COUNTY

ATTEST

By_____
County Administrator and
Ex-Officio Clerk of the
Board of County Commissioners
of Broward County, Florida

Insurance approved as to form
By County's Risk Manager

By _____

_
_____

BROWARD COUNTY, through its
BOARD OF COUNTY COMMISSIONERS

By _____
Mayor

____ day of _____, 20__.

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
Ft. Lauderdale, Florida 33301
Telephone: (954) 357-7600
Telecopier: (954) 357-7641

By _____
PATRICE M. EICHEN
Assistant County Attorney

AGREEMENT BETWEEN BROWARD COUNTY AND TOWN OF DAVIE FOR GRANT IN AID FUNDING FOR EMERGENCY MEDICAL CART PURCHASE

TOWN

ATTEST:

By: _____
Town Clerk

TOWN OF DAVIE, FLORIDA

By: _____
Signature

_____
Print Name and Title

____ day of _____, 20___.

APPROVED AS TO LEGAL SUFFICIENCY:

By: _____
Town Attorney

DH Form 1684, Rev. June 2002

5. Budget: Complete a budget page(s) for each organization to which you shall provide funds. List the organization(s) below.
Project 5.7: Emergency Medical Carts
Agency: Miramar Fire Rescue/Pembroke Pines Fire Rescue, Davie Fire Rescue, Margate Fire Rescue
Amount: $87,304

A. Salaries and Benefits:

For each position title, provide the amount of salary per hour, FICA per Hour, other fringe benefits, and the total number of hours.	**Amount**
Total	**$**

B. Expenses: These are travel costs and the usual, ordinary, and incidental expenditures by an agency, such as, commodities and supplies of a consumable nature excluding expenditures classified as operating capital outlay (see next category.)

List the item and, if applicable, the quantity	**Amount**
Total	**$**

C. Vehicles, equipment, and other operation capital outlay means equipment, fixtures, and other tangible personal property of a non consumable and non expendable nature with a normal expected life of one (1) year or more.

List the item and, if applicable, the quantity	**Amount**
4-wheel drive all terrain utility vehicles, with accessories, trailer and mini ambulance conversion – 4 @ $21,826	**$87,304**
GRAND TOTAL	**$87,304**

BOARD OF COUNTY COMMISSIONERS
BROWARD COUNTY, FLORIDA
HUMAN SERVICES DEPARTMENT
Medical Examiner and Trauma Services Division

EMS COUNTY AWARD GRANTS PROGRAM
FINAL EXPENDITURE REPORT INSTRUCTIONS

Filing of the EMS County Grant Final Expenditure Report, attached, will ensure disclosure of grant award fund balances including interest, if any, and will comply with the terms and conditions of the Grant Agreement and financial reporting requirements of Broward County.

The report shall be filed on the prescribed County form, EMS County Grant Final Expenditure Report, FORM BC302-059, by no later than thirty (30) days after grant agreement end. It shall disclose funds expended to the categories shown in the line item budget attached to the Grant Agreement.

Please attach copies of supporting documentation for expenditures; i.e., purchase orders and invoices, and for interest earned, if any.

Interest earned during the grant period may be expended on the grant budget line items. Monies musts be encumbered before the Grant Agreement termination date. Instructions shall be provided from the Medical Examiner and Trauma Services Division for return of any grant fund balances.

Please submit your report to:

Barbara Pomeranz
Contracts/Grants Administrator II
c/o Medical Examiner and Trauma Services Division
5301 SW 31 Avenue
Ft. Lauderdale, Florida 33312
954-327-6531 Fax: 954-327-6580
bpomeranz@broward.org

BOARD OF COUNTY COMMISSIONERS
BROWARD COUNTY, FLORIDA
HUMAN SERVICES DEPARTMENT
Medical Examiner and Trauma Services Division

EMS COUNTY AWARD GRANTS PROGRAM
FINAL EXPENDITURE REPORT

GRANT PERIOD: 8/1/05 – 6/30/06

PROJECT TITLE: Emergency Medical Cart

PROJECT LEADER: Town of Davie

REVENUES:	
County Grant Funds:	**$21,826**
Interest Earned, If Any:	_____
Total Revenue:	**$**_____
EXPENDITURES:	
By Budget Lines Item(s)	**$**
Total Expenditures:	**$** _____
GRANT FUND BALANCE DUE TO BOARD OF COUNTY COMMISSIONERS BROWARD COUNTY	**$**_____

I certify that the above report is a true and correct reflection of this grant period's activities and services, which are allowable and directly related to this grant year.

_____ _____
Signature of Person Submitting Report Title

_____ _____

MONROE D. KIAR
TOWN ATTORNEY
TOWN OF DAVIE
6191 SW 45th Street, Suite 6151A
Davie, Florida 33314
(954) 584-9770

MEMORANDUM

DATE: August 8, 2005

TO: Donald DiPetrillo, Fire Chief

RCVD AUG 9 '05

CC: Mayor and Councilmembers
Chris Kovanes, Town Administrator

FROM: Monroe D. Kiar, Town Attorney

RE: EMS Grant Contract
Control Number: 050803

As per your request, this office has reviewed the Grant Contract Agreement between the Town and Broward County relative to the funding to be provided by the County to the Town for the Emergency Medical Cart. Upon review of the Agreement, the Agreement appears to be in sufficient legal form for the Town Council's review and deliberations without amendments.