

EXHIBIT B

CONTRACT, LEASE, AGREEMENT CONTROL FORM

Date: 10/9/2008

Contract/Lease Control #: C09-1688-PS

Bid #: N/A Contract/Lease Type: AGREEMENT

Award To/Lessee: NORTH BAY FIRE DISTRICT

Lessor: OKALOOSA COUNTY

Effective Date: 9/16/2008 AMOUNT\$: 0

Term: INDEFINITE

Description of Contract/Lease: ADVANCED LIFE SUPPORT PARTNERSHIP

Department Manager: PUBLIC SAFETY

Department Monitor: D. VILLANI

Monitor's Telephone #: 651-7150

Monitor's FAX #: 651-7170

Date Closed: _____

Cc: Finance Dept Contracts & Grants Division

Interlocal Agreement

Advanced Life Support Fire Engine Partnership Program

This Interlocal Agreement, entered into this 16th day of Sept., 2008, by and between the Okaloosa County Board of County Commissioners, Florida, a political subdivision of the State of Florida, hereinafter called the "County" and the North Bay Fire District hereinafter called "NBFD".

Witnesseth

Whereas, the NBFD and the County seek to enhance EMS service through a partnership; and

Whereas, the NBFD already responds to emergencies as First Responders along with Okaloosa County Emergency Medical Services (EMS); and

Whereas, the Advanced Life Support (ALS) Fire Apparatus Partnership Program provides for an NBFD Paramedic to provide ALS service; and

Whereas, the NBFD will operate the permitted fire apparatus as ALS apparatus only when appropriately equipped and staffed by NBFD Paramedics; and

Now, Therefore, in consideration of the above premises, and the mutual covenants, terms, and provisions contained herein, the County and NBFD agree as follows:

Section I: County's Responsibility

1.0 The following specific services, duties, and responsibilities will be the obligation of the County, regarding the ALS Apparatus Partnership Program:

1.01 The County Department of Public Safety, Division of EMS, as sole licensed provider of advanced life support under Chapter 401, Florida Statutes (1999) and Chapter 64E-2, Florida Administrative Code (2001), is authorized to permit, Under the County EMS license, mutually agreed fire apparatus as non-Transporting ALS vehicles for the purpose of enhancing EMS responses.

1.02 The County Department of Public Safety, Division of EMS, agrees to provide the NBFD with sufficient medical equipment, medications, drugs, and supplies to insure NBFD's non-transporting ALS vehicle is in full compliance with the Florida State Statute as it applies to ALS non-transporting vehicles.

Section II: North Bay Fire District Responsibility

- 2.0 The NBFD shall provide and perform the following specific services, duties, and Responsibilities regarding the ALS Fire Apparatus Partnership Program:
- 2.01 The NBFD must receive written authority from the County Department of Public Safety for each fire apparatus they wish to be State permitted in the ALS Fire Apparatus Partnership Program.
- 2.02 The NBFD will maintain the ALS Fire Apparatus permitted by the State at the NBFD fire station and will respond to EMS calls as directed by the County Medical Director's protocol within their assigned zone.
- 2.03 The NBFD paramedics will attend initial and ongoing training required by the County EMS Medical Director and approved by the Fire Chief.
- 2.04 The NBFD shall not operate the permitted fire engines as ALS Apparatus unless appropriately equipped and staffed with NBFD paramedics.

Section III: Operating Procedures

- 3.0 The NBFD paramedic will meet the same requirements and perform under the same authorization by the County EMS Medical Director as employees of the County EMS.
- 3.1 The County EMS Medical Director and/or Department of Public Safety reserve the right to withdraw, with cause, privileges for functioning as a paramedic in this program. Such infractions may include, but are not be limited to, violations of State EMS rules, County EMS protocols, and other similar infractions and shall be subject to appeal by the NBFD in accordance with Section IV.
- 3.2 The first paramedic on the scene of a medical rescue call shall be in command of the scene until: A) If a NBFD paramedic, he/she transfers the patient to the County EMS paramedic for transport, or B) If County EMS paramedic, he/she releases the ALS Fire Engine back to service. Both NBFD and County paramedics shall work together to insure the best possible outcome for the patient.
- 3.3 The NBFD paramedic must act only within the scope of respective duties as directed by the County EMS Medical Director.
- 3.4 The NBFD paramedic will follow medical treatment protocols approved by the County EMS Medical Director.
- 3.5 All requests of, and coordination with, the County EMS Medical Director should be through the County Department of Public Safety.

Section IV: Resolution of Conflicts

- 4.0 If the two governing entities' Standard Operating Procedures, chain of command, or any other unforeseen circumstances come into conflict regarding emergency medical patient care these issues will immediately be decided in the following manner:
1. First and foremost by the medical needs of the patient.
 2. Should issues arise that are unavoidable, the chain of command, within each department will come together in an attempt to resolve those issues. The equivalent levels of each department will move up the chain of command if necessary.

Section V: Agreement Term

- 5.0 This Interlocal Agreement shall remain in force and effect from the date first executed by both parties and shall terminate upon written notice of termination of the same.
- 5.1 The County or the Nbfd may terminate this Interlocal Agreement upon ninety-(90) day's written notice to each other.
- 5.2 Upon execution of this Interlocal Agreement, the Nbfd agrees to meet yearly or more often if necessary, for the purpose of amending this document, if needed.
- 5.3 This Interlocal Agreement may be periodically amended from time to time upon mutual consent of both parties, being the Nbfd and the County Administrator.
- 5.4 Upon execution of this Interlocal Agreement, the Nbfd agrees not to submit application for a Certificate of Public Convenience and Necessity.

Section VI: Insurance

- 6.0 The Nbfd and County shall maintain insurance in the minimum amounts and types as required by Florida State Statutes.
- 6.1 The Nbfd and County agree that either party may be self-insured on the conditions that all self-insurance must comply with all State laws and regulations.
- 6.2 The Nbfd and County will insure its respective employees for negligence, malpractice, errors, and omissions. The Nbfd is responsible for the action or inaction of its employees in all litigation.
- 6.3 If an employee sustains a work-related injury, his/her employer will provide Workers Compensation coverage. The Nbfd and County acknowledge the possibility of third party claims.

Section VII: Miscellaneous

- 7.0 This Interlocal Agreement shall be governed by and construed under the laws of the State of Florida.
- 7.01 In the event any litigation is instituted by the way of construction or enforcement Of the Interlocal Agreement, the party prevailing in said litigation shall be entitled To collect and recover from the opposite party all court costs and other expenses, Including reasonable attorney's fees.
- 7.02 It is understood that both parties, prior to services, must execute this Interlocal Agreement, duties and responsibilities described heretofore.
- 7.03 Prior to its effectiveness, this Interlocal Agreement and any subsequent amendments shall be filed with the Clerk of Courts for the Circuit Court for Okaloosa County pursuant to FS 163.01 (II). The County shall file said agreement as soon as practical after approval and execution of both parties.

In Witness whereof, the parties hereto have caused this Interlocal Agreement to be executed by their appropriate officials, as of the date first written.

Attest:
Clerk of the Circuit Court



Board of County Commissioners
Okaloosa County, Florida

By: Gary J. Stanford
Gary J. Stanford, Deputy Clerk

by: James Campbell
James Campbell, Chairman

Approved as to legal form:

By: John R. Dowd
John R. Dowd, County Attorney

Attest:

By: Brett E. Hinely
BRETT E. HINELY

North Bay Fire District

by: Joseph Miller

Title: Chairman

Title: Fire Chief

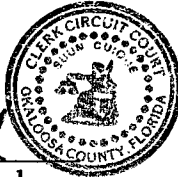
Date: August 19, 2008

ADVANCED LIFE SUPPORT APPARATUS PARTNERSHIP PROGRAM

**Hold Harmless Agreement
Between
Okaloosa County Board of Commissioners
And
North Bay Fire District**

To the extent permitted by law and as limited by pursuant to the provisions of Section 768.28 Florida Statutes, North Bay Fire District and the Okaloosa County Board of Commissioners (hereafter referred to as "County") agree to hold harmless the other, their employees, and agents against any and all claims and damages by or on behalf of any person, employee, or legal entity arising from their respective negligent acts pursuant to this agreement to allow employees of the North Bay Fire District to occupy and ride in County vehicles. Nothing is intended to alter either party's immunity in tort or otherwise impose liability on the North Bay Fire District or the County when it would not otherwise by law be responsible.

Attest:
Clerk of the Circuit Court



By: Gary J. Stanford
Gary J. Stanford, Deputy Clerk

Board of County Commissioners
Okaloosa County, Florida

by: James Campbell
James Campbell, Chairman

Dated: 9-24-08

Approved as to legal form:

By: John R. Dowd
John R. Dowd, County Attorney

North Bay Fire District

By: Helle Davis
Title Chairman

Dated: August 19, 2008

Approved as to legal form:

By: Ralph Banegas
Notary
Title: Administrative Assistant



Ralph Banegas
Commission # DD438151
Expires June 26, 2009
Bonded Troy Fam - Insurance, Inc. 800-395-7019