

CONTRACT, LEASE, AGREEMENT CONTROL FORM

Date: 03/31/2014

Contract/Lease Control #: C14-2169-PS

Bid #: N/A

Contract/Lease Type: CONTRACT

Award To/Lessee: CITY OF FORT WALTON BEACH

Owner/Lessor: OKALOOSA COUNTY

Effective Date: 03/18/2014

Term: INDEFINITE

Description of Contract/Lease: MOU - ALS

Department: PS

Department Monitor: VILLANI

Monitor's Telephone #: 850-651-7150

Monitor's FAX # or E-mail: DVILLANI@CO.OKALOOSA.FL.US

Closed: _____

cc: Finance Department Contracts & Grants Office

CONTRACT & LEASE INTERNAL COORDINATION SHEET

Contract/Lease Number: <u>C14-2169-PS</u>	Tracking Number: <u>836-14</u>
Contractor/Lessee Name: <u>FWB Fire</u>	Grant Funded: YES ___ NO <u>X</u>
Purpose: <u>M04-Training Equipment</u>	
Date/Term: <u>Indefinite</u>	1. <input type="checkbox"/> GREATER THAN \$50,000
Amount: _____	2. <input type="checkbox"/> GREATER THAN \$25,000
Department: <u>PS</u>	3. <input type="checkbox"/> \$25,000 OR LESS
Dept. Monitor Name: <u>Villani</u>	
Document has been reviewed and includes any attachments or exhibits.	

Purchasing Review

Procurement requirements are met:

[Signature] Date: 1-2-14

Purchasing Director or designee

Risk Management Review

Approved as written:

[Signature] Date: 1/2/14

Risk Manager or designee

County Attorney Review

Approved as written:

[Signature] Date: 1/9/14

County Attorney

Following Okaloosa County approval:

Contracts & Grants

Document has been received:

_____ Date: _____

Contracts & Grants Manager

Interlocal Agreement

Advanced Life Support Fire Engine Partnership Program

This Interlocal Agreement, entered into this 18th day of March, 2014, 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 City of Fort Walton Beach, hereinafter called "City".

Witnesseth

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

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

Whereas, the Advanced Life Support (ALS) Fire Engine Partnership Program provides for a City Paramedic to provide ALS service; and

Whereas, the City will operate the permitted fire engine(s) as ALS engine(s) only when appropriately equipped and staffed by City Paramedics; and

Now, Therefore, in consideration of the above premises, and the mutual covenants, terms, and provisions contained herein, the County and City 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 Engine 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 engines 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 City with sufficient medical equipment, medications, drugs, and supplies to insure the City's non-transporting ALS vehicle is in full compliance with the Florida State Statute as it applies to ALS non-transporting vehicles.
 - 1.03 The County Department of Public Safety will allow City paramedics to ride in County EMS vehicles for the purpose of required training and patient transport.

Instr # 2918148 BK: 3141 PG:1679,Page 1 of 5
Recorded 03/27/2014 at 08:43 AM.
RECORDING: \$24.00 RECORDING ARTICLE V: \$20.00

CONTRACT # C14-2169-PS
CITY OF FORT WALTON BEACH
MOU - ALS
EXPIRES: INDEFINITE

DEPUTY CLERK DALLGOOD
DON W. HOWARD, CLERK OF COURTS, OKALOOSA COUNTY, FL

Section II: City of Fort Walton Beach Responsibility

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

Section III: Operating Procedures

- 3.0 City paramedics 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 Regardless of the organization (county, municipality, or fire district), all paramedics will have comparable performance expectations and will be subject to comparable remedies for infractions of rules, policies, procedures, and protocols. The County Medical Director reserves the right to withdraw, with just cause, privileges for functioning as a paramedic. Additionally, in the event a situation arises which will adversely affect the County's ALS License, the Director of Public Safety, along with the City Fire Chief, reserves the right to withdraw privileges for functioning as a paramedic. Reasonable proof of the adverse effect will be provided in writing by the County. Disputes between the City Fire Chief and the Director of Public Safety shall be resolved by the County Administrator, and shall be subject to further appeal to the Okaloosa County Board of County Commissioners.
- 3.2 If the first paramedic on the scene of a medical rescue call is from the City, he/she shall be in charge of patient care at the scene until the County EMS paramedic has arrived on scene and has accepted patient care responsibility. Both City and County paramedics shall work together to insure the best possible outcome for the patient.
- 3.3 The City paramedic must act only within the scope of respective duties as directed by the County EMS Medical Director.

- 3.4 The City paramedic will follow medical treatment protocols approved by the County EMS Medical Director.
- 3.5 The City Fire Chief or his designee may communicate directly with the County EMS Medical Director regarding the delivery of paramedic services under this Agreement. If such communications include any patient care related issue, then the County Department of Public Safety will be included in the communication.
- 3.6 The County Department of Public Safety, acting through the EMS Medical Director, will conduct monthly Quality Assurance meetings to review EMS services. When such meetings include a review of any emergency response involving City personnel, the City Fire Chief or his designee will be notified and allowed to participate in all meetings of the Quality Assurance team conducting such review.

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 ninety (90) days written notice of termination by either party to the other.
- 5.1 This Interlocal Agreement may be amended from time to time upon the mutual agreement of both parties acting through the City Fire Chief and the County Administrator.
- 5.2 During the term of this Interlocal Agreement, the City agrees to provide the County Department of Public Safety with a ninety (90) day written notice of its intent to submit application for a Certificate of Public Convenience and Necessity.

Section VI: Insurance

- 6.0 The City and County shall maintain insurance in the minimum amounts and types as required by Florida State Statutes.
- 6.1 The City 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 City and County will insure its respective employees for negligence, malpractice, errors, and omissions. City and the County are responsible for the action or inaction of their respective employees in any litigation regarding services provided under this Agreement.
- 6.3 The City and County will provide Workers Compensation coverage for their respective employees as required under Florida law. The City and County acknowledge the possibility of third party claims.

SECTION VII INDEMNITY AND HOLD HARMLESS

- 7.0 To the extent permitted by Florida law and as limited by the provisions of Section 768.28 Florida Statutes, the City and the County agree to hold harmless and indemnify 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. Nothing is intended to alter either party's immunity in tort or otherwise impose liability on the City or the County when it would not otherwise by law be responsible.

Section VIII: Miscellaneous

- 8.0 This Interlocal Agreement shall be governed by and construed under the laws of the State of Florida.
- 8.1 In the event any litigation is instituted by the City or County to interpret or enforce this Interlocal Agreement, the prevailing party in said litigation shall be entitled to collect and recover from the other party all court costs and other expenses, including reasonable attorney's fees.
- 8.2. 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

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

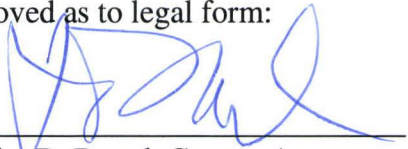


Board of County Commissioners
Okaloosa County, Florida

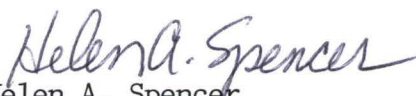
By: Charles K. Windes, Jr.
Charles K. Windes, Jr.
Chairman



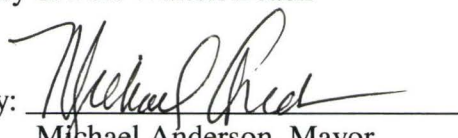
Approved as to legal form:

By: 
John R. Dowd, County Attorney

Attest:

By: 
Helen A. Spencer
Title: City Clerk
Date: 2-11-14

City of Fort Walton Beach

By: 
Michael Anderson, Mayor