

CONTRACT, LEASE, AGREEMENT CONTROL FORM

Date: 08/05/2022

Contract/Lease Control #: C22-3218-PS

Procurement#: N/A

Contract/Lease Type: CONTRACT - AGREEMENT

Award To/Lessee: 96TH TEST WING

Owner/Lessor: OKALOOSA COUNTY

Effective Date: 08/04/2022

Expiration Date: 08/04/2031

Description of: MUTUAL AID AGREEMENT (MAA)

Department: PS

Department Monitor: MADDOX

Monitor's Telephone #: 850-651-7150

Monitor's FAX # or E-mail: PMADDOX@MYOKALOOSA.COM

Closed: _____

CC: BCC RECORDS

**PROCUREMENT/CONTRACT/LEASE
INTERNAL COORDINATION SHEET**

Procurement/Contract/Lease Number: TBD Tracking Number: 4655-22
 Procurement/Contractor/Lessee Name: 96th Test Wg Grant Funded: YES ___ NO X
 Purpose: mutual aid agreement
 Date/Term: 9yrs from 1st syzake 1. GREATER THAN \$100,000
 Department #: _____ 2. GREATER THAN \$50,000
 Account #: _____ 3. \$50,000 OR LESS
 Amount: _____
 Department: PS Dept. Monitor Name: maddock

Purchasing Review

Procurement or Contract/Lease requirements are met:
DeRita Mason Date: 6-28-22
 Purchasing Manager or designee Jeff Hyde, DeRita Mason, Jessica Darr, Amber Hammonds

2CFR Compliance Review (if required)

Approved as written: no federal bid Grant Name: _____
 _____ Date: _____
 Grants Coordinator Suzanne Ulloa

Risk Management Review

Approved as written: see email attached Date: 7-19-22

 Risk Manager or designee Kristina LoFria

County Attorney Review

Approved as written: see email attached Date: 8-4-22

 County Attorney Lynn Hoshihara, Kerry Parsons or Designee

Department Funding Review

Approved as written: _____ Date: _____

IT Review (if applicable)

Approved as written: _____ Date: _____

Revised September 22, 2020

C22-3218 - PS Tracking # 4874-22

DeRita Mason

From: Kristina LoFria
Sent: Tuesday, July 19, 2022 10:32 AM
To: DeRita Mason
Subject: RE: MAA 1948 btw OKCEMS and 96 TW

DeRita,

Good morning, this agreement is approved by Risk, no insurance element.

Thank You

Kristy Lofria
Safety Coordinator
Okaloosa County BOCC-Risk Management-
302 N Wilson St Suite 301
Crestview, Florida 32536
klofria@myokaloosa.com
850-689-5979

For all things Wellness please visit:
<http://www.myokaloosa.com/wellness>

"When the winds of adversity blow against your boat, just adjust your sail."

"Don't aim for success if you want it; just do what you love and believe in, and it will come naturally." David Frost

Please note: Due to Florida's very broad public records laws, most written communications to or from county employees regarding county business are public records, available to the public and media upon request. Therefore, this written e-mail communication, including your e-mail address, may be subject to public disclosure.

-----Original Message-----

From: DeRita Mason <dmason@myokaloosa.com>
Sent: Tuesday, July 19, 2022 10:21 AM
To: Kristina LoFria <klofria@myokaloosa.com>
Subject: FW: MAA 1948 btw OKCEMS and 96 TW

Kristina,
I am missing this one as well.
Thank you,

DeRita Mason

From: Lynn Hoshihara
Sent: Thursday, August 4, 2022 10:58 AM
To: DeRita Mason
Subject: Re: MAA 1948 btw OKCEMS and 96 TW
Attachments: 1948 with OCEMS_96TW and 96 MDG_8.4.22.pdf

DeRita,

Since County departments don't have legal authority to enter into contracts, all of the highlights portions of the attached should be deleted. With that change, this is approved.

Lynn

Lynn M. Hoshihara
County Attorney
Okaloosa County, Florida

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From: DeRita Mason
Sent: Thursday, August 4, 2022 10:19:10 AM
To: Lynn Hoshihara
Subject: FW: MAA 1948 btw OKCEMS and 96 TW

See attached.

DeRita Mason

DeRita Mason, CPPB, NIGP-CPP
Senior Contracts and Lease Coordinator
Okaloosa County Purchasing Department
5479A Old Bethel Road
Crestview, Florida 32536
(850) 689-5960
dmason@myokaloosa.com

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-----Original Message-----

From: Darrel Welborn <dwelborn@myokaloosa.com>
Sent: Tuesday, June 28, 2022 8:21 AM

**MUTUAL AID AGREEMENT BETWEEN
OKALOOSA COUNTY (OC) AND 96TH TEST WING (96 TW), EGLIN AIR
FORCE BASE
FOR 96TH MEDICAL GROUP (96 MDG)
ADVANCED LIFE SUPPORT AND EMERGENCY MEDICAL SERVICES**

AGREEMENT NUMBER: 1948

This is a Mutual Aid Agreement (MAA) between OC and 96 MDG. When referred to collectively, the OC and 96 MDG are referred to as the "Parties".

1. BACKGROUND:

1.1. Okaloosa County, as a political subdivision of the State of Florida, has a department of Emergency Medical Service (OCEMS). This department is staffed by highly skilled emergency medical technicians and paramedics, capable of providing advanced life support. OCEMS is licensed by the State of Florida as such a provider. OCEMS may need assistance from the 96 MDG during mass casualty incidents or disasters that may occur off of the concurrent and/or exclusive jurisdiction of Eglin AFB (EAFB) properties when the emergency response exceeds local resources.

1.2. During a mass casualty or disaster response, casualties will be transported to the 96 MDG or civilian hospitals depending on the availability of assets. For the purposes of this MAA, a mass casualty incident may be defined by Okaloosa County, State of Florida, or federal standards for declaring a mass casualty.

2. AUTHORITIES:

2.1. Aid provided by the 96 MDG to any civil authority under a MAA will be conducted under the "Immediate Response Authority" per Air Force Instruction (AFI) 10-801, *Defense Support of Civil Authorities*, para 3.2. Under imminently serious conditions, when time does not permit approval from higher headquarters, commanders and others in authority over Air Force organizations may, in response to a request from civil authorities, provide response by temporarily employing the resources under their control, subject to any supplemental direction by higher headquarters, to save lives, prevent human suffering, or mitigate great property damage within the United States. Immediate response is situation-specific and may or may not be associated with a declared or undeclared disaster, civil emergency, incident, or attack. If deemed appropriate, Air Force reimbursement will be in accordance with AFI 65-601, Volume 1, *Budget Guidance and Procedures*. Additional authorities include Department of the Air Force Instruction (DAFI) 10-2501, *Emergency Management Program*, and AFI 41-106, *Air Force Medical Readiness Program*. Additional reference regarding emergency services' immediate response can be found in Department of Defense Instruction (DoDI) 6055.06, *DoD Fire and Emergency Services (F&ES) Program*, para. 2.6.n.

2.2. Verbal request for emergency assistance from civil authorities, in this case OCEMS, must be followed as soon as possible by a written request that includes an offer to reimburse the Air Force in accordance with the Robert T. Stafford Disaster Relief and Emergency Assistance

Act (as amended by 42 U.S.C 5121 et seq.) and the Economy Act (31 U.S.C. 5121). However, assistance will not be delayed or denied based on the ability or unwillingness of the requestor to make a reimbursement commitment. If deemed appropriate, the Air Force reimbursement will be in accordance with AFI 65-601, Volume 1, *Budget Guidance and Procedures*.

2.3. The 96 MDG Commander may authorize or approve emergency assistance pursuant to a verbal request to ensure treatment of casualties in order to preserve life, limb, or prevent human suffering. The written request that is to follow should be directed to the 96th Test Wing Commander (96 TW/CC). The 96 TW/CC will be notified by 96 MDG Commander of any activation of this MAA due to an immediate response. The 96 TW/CC will approve requests for support that exceed 72 hours. The 96 TW/CC may, at his/her discretion, terminate previously approved requests for support under an immediate response.

3. PURPOSE: To provide the 96 MDG and the OCEMS guidelines and procedures when seeking mutual aid under a mass casualty or disaster situation. This MAA is intended to maximize resources to ensure availability of advanced life support and emergency response to citizens of Okaloosa County, including EAFB, during a mass casualty or disaster incident or when respective resources are overwhelmed whether occurring on or off EAFB property. Responses by OCEMS or 96 MDG to situations which do not rise to the level of a mass casualty, disaster, or when respective resources are overwhelmed will be in accordance with Memorandum of Agreement (MOA) between the 96 MDG and OCEMS for Advanced Life Support and Emergency Services.

4. RESPONSIBILITIES OF THE PARTIES:

4.1. The 96 MDG will—

4.1.1. When requested to provide aid, coordinate approval or denial of mutual aid assistance requests during mass casualty, disaster incidents, or when resources are overwhelmed, as resources and assets allow.

4.1.2. In instances when the 96 MDG transportation is not adequate to meet the demands of certain scenarios, contact the vehicle dispatch office at the 96th Logistics Readiness Squadron and put in a vehicle request for the required vehicle asset(s).

4.1.3. Contact OCEMS with requests for mutual aid providing:

- 4.1.3.1. Situational background and type of support needed;
- 4.1.3.2. Identify the incident as a mass casualty or disaster event;
- 4.1.3.3. Relay patient condition and call location and other relevant information, as available

4.2. OCEMS will—

4.2.1. Contact the 96 MDG Command Section through the 96 MDG Emergency Services contact information below with request for mutual aid, providing:

4.2.1.1. Situational background and type of support needed;

4.2.1.2. Identify the incident as a mass casualty or disaster event;

4.2.1.3. Relay patient condition and call location and other relevant information, as available.

4.2.2. Provide mutual aid to 96 MDG when requested and resources allow in response to a mass casualty, disaster incident, or when resources are overwhelmed.

4.3. Both Parties will waive all claims against the other Party for compensation for any loss, damage, personal injury or death occurring as a consequence during the performance of this MAA.

5. PERSONNEL: Each Party is responsible for all costs of its personnel, including pay and benefits, support, and travel. Each Party is responsible for supervision and management of its personnel.

6. GENERAL PROVISIONS:

6.1. POINTS OF CONTACT: The following points of contact will be used by the Parties to communicate in the implementation of this MAA. Each Party may change its point of contact upon reasonable notice to the other Party. Pen and ink changes may be used so long as it includes initials of the Parties and the date of the agreed upon change.

6.1.1. For the OCEMS—

6.1.1.1. Primary: Darrel Welborn, OCEMS Chief, phone: (850) 651-7150, email: dwelborn@myokaloosa.com

6.1.1.2. Alternate: Patrick Maddox, Director of Public Safety, phone: (850) 651-7150, email: pmaddox@myokaloosa.com

6.1.2. For the 96 MDG —

6.1.2.1. Primary: Emergency Services Flight Chief, phone: (850) 883-8227

6.1.2.2. Alternate: Emergency Services Flight Commander, phone: (850) 883-8227

6.2. CORRESPONDENCE: All correspondence to be sent and notices to be given pursuant to this MAA will be addressed, if to the OCEMS, to—

6.2.1. Director of Public Safety
90 College Boulevard East
Niceville, FL 32578

and if to the 96 MDG, to—

6.2.2. 96 MDSS/SGSR (RMO)
Attn: Agreements Manager
307 Boatner Road, Suite 114
Eglin AFB, FL 32542

or as may from time to time otherwise be directed by the Parties.

6.3. REVIEW OF AGREEMENT: As this MAA does not document nor provide for the exchange of manpower or funds, it will be reviewed triennially on or around the anniversary of its effective date in its entirety.

6.4. MODIFICATION OF AGREEMENT: This MAA may only be modified by the written agreement of the Parties, duly signed by their authorized representatives. Pen and ink changes, including non-substantive modifications, may be made by mutual agreement of the Parties provided the changes do not affect the transfer of manpower or funds. Both Parties will initial and date such pen and ink changes to document mutual acknowledgment to the changes.

6.5. DISPUTES: Any disputes relating to this MAA will, subject to any applicable law, Executive Order, Directive, or Instruction, be resolved by consultation between the Parties.

6.6. TERMINATION OF AGREEMENT: This MAA may be terminated by either Party by giving at least 180 days written notice to the other Party. The MAA may also be terminated at any time upon mutual written consent of the Parties.

6.7. TRANSFERABILITY: This MAA is not transferable except with the written consent of the Parties.

6.8. ENTIRE AGREEMENT: It is expressly understood and agreed that this MAA embodies the entire agreement between the Parties regarding the MAA's subject matter.

6.9. EFFECTIVE DATE: This MAA takes effect beginning on the day after the last Party signs.

6.10. EXPIRATION DATE: This agreement expires nine (9) years from the date of the last signature.

6.11. CANCELLATION OF PREVIOUS AGREEMENT: This MAA cancels and supersedes the language related to providing mutual aid in response to a natural disaster in the previously signed agreement between the same parties with the subject dated March 26, 2007.

AGREED:

For the Okaloosa County

John Hofstad Digitally signed by John Hofstad
Date: 2022.08.04 15:29:48
-05'00'

John Hofstad
Okaloosa County Administrator

DATE: _____

For the 96th Test Wing—

CAIN.SCOTT.A Digitally signed by
CAIN.SCOTT.A.1095976898
Date: 2022.03.01 18:47:44
-06'00'
.1095976898

SCOTT A. CAIN, Brig Gen, USAF
Commander, 96th Test Wing

DATE: 1 Mar 22 _____