

## **EXHIBIT B**

### **CONTRACT, LEASE, AGREEMENT CONTROL FORM**

**Date: 4/30/2004**

**Contract/Lease Control #: C04-1052-ESI-52**

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

**Award To/Lessee: SOUTH WALTON FIRE DISTRICT**

**Lessor:**

**Effective Date: 3/10/2004 \$0**

**Term: INDEFINITE**

**Description of Contract/Lease: EMS MUTUAL AID AGREEMENT**

**Department Manager: PUBLIC SAFETY**

**Department Monitor: D. VALLANI**

**Monitor's Telephone #: 651-7150**

**Monitor's FAX #: 651-8082**

**Date Closed:**

**OKALOOSA COUNTY DEPARTMENT OF PUBLIC SAFETY  
INTERLOCAL AGREEMENT  
TO PROVIDE MUTUAL AID FOR  
EMERGENCY MEDICAL SERVICES**

THIS INTERLOCAL AGREEMENT, made this 10<sup>th</sup> day of March, 2004, by and between Okaloosa County Department of Public Safety and South Walton Fire District, both political subdivisions of the State of Florida (collectively referred to as "parties").

WITNESSETH THAT:

WHEREAS, the respective parties hereto each has certain emergency services equipment and personnel; and

WHEREAS, the governing body of each political subdivision of the state is authorized to develop and enter into mutual aid agreements within the state for reciprocal emergency aid and assistance in case of emergencies too extensive to be dealt with unassisted ; and

WHEREAS, each of the parties hereto recognizes the possibility that, in emergencies, said emergency services equipment and personnel, as is individually maintained by each of the parties, may not be adequate to afford full and complete protection to and in the area of operation of each party, the inhabitants thereof, and their respective properties therein; and

WHEREAS, it is mutually desired by the parties hereto that in the event of such emergencies as aforesaid, EMS equipment and personnel of each of them should be made available to the other;

NOW, THEREFORE, for and in consideration of the mutual promises and covenants herein expressed, the respective parties hereto agree as follows:

1. In the event any party hereto requires additional emergency medical assistance and protection, above and beyond that which said party can furnish in its own behalf from its own resources, and as determined by the Chief or other officer in charge of said party, then and in the event upon the call of said Chief or other officer in charge to the Chief or other officer in charge of the party hereto, said other parties shall respond by sending emergency services personnel and equipment for assistance in emergencies.
2. The nature and extent of assistance furnished by any party to the other shall be determined on the basis of the prevailing needs for emergency services in the area of the said responding party. The rendering of assistance under the terms of this Agreement shall not be mandatory, but the party receiving the request for assistance should immediately inform the requesting service if, for any reasons, assistance cannot be rendered.

3. The personnel, equipment and resources of the assisting party shall remain under operational control of the requesting party for the area in which they are serving. Direct supervision and control of said personnel, equipment and resources shall remain with the designated supervisory personnel of the assisting party. Representatives of the requesting party shall provide on scene assignments to the supervisory personnel of the assisting party.
4. The emergency services officers and personnel of the emergency services departments of both parties to this Agreement are invited and encouraged, on a reciprocal basis, to frequently visit each other's activities for guided familiarization tours consistent with local security requirements and, as feasible, to jointly conduct pre-planning inspections and drills.
5. The technical heads of the emergency service departments of the parties to this Agreement are authorized and may meet and draft any detailed plans and procedures of operation necessary to effectively implement this Agreement. Such plans and procedures of operations shall become effective upon ratification by the signatory parties.
6. Neither of the parties hereto shall be indebted to the other party for services rendered.
7. To the extent permitted by law, and without waiving sovereign immunity, each Party to this Agreement shall be responsible for any and all claims, demands, suits, actions, damages, and causes of action related to or arising out of or in any way connected with its own actions, and the actions of its personnel, in providing mutual aid assistance rendered or performed pursuant to the terms and conditions of this Agreement. Each party shall be solely responsible for determining that its insurance is current and adequate prior to providing assistance under this Agreement. Both the requesting party and the assisting party shall be responsible for payment of any amount paid or due as benefits to its own respective employees under the terms of the Florida Workers' Compensation Act due to personal injury or death occurring while such employees are engaged in rendering aid under this Agreement.
8. If while providing mutual aid a supporting agency transports a patient, that agency shall bill the patient and/or any third party payer directly at its usual rate. In the event of a declared disaster, the transporting agency will apply to recover its costs from the appropriate emergency management agency.
9. The terms of this Agreement shall extend indefinitely; provided, however, that either party hereto may terminate this Agreement, at any time and for whatever reason, by serving upon the other party hereto a ninety (90) day written notice to that effect in advance.

10. In the event that either of the parties to this Agreement have entered into other mutual aid agreements, those parties agree that this Agreement does not supersede or replace the Statewide Mutual Aid Agreement for Catastrophic Disaster Response and Recovery.

IN WITNESS WHEREOF, the parties have accepted, made, and executed this Agreement, upon the terms and conditions above stated on the day and year signed.

WITNESS:

Janda Glass

OKALOOSA COUNTY

By: [Signature]  
County Manager

Date: 2/25/04

WITNESS:

[Signature]

BOARD OF FIRE COMMISSIONERS  
SOUTH WALTON FIRE DISTRICT

By: [Signature]  
Leslie M. Hallman, Fire Chief/  
Administrator

Date: 03/10/04