

EXHIBIT B

CONTRACT, LEASE, AGREEMENT CONTROL FORM

Date: MARCH 17, 2003

Contract/Lease Control #: C03-0899-ESI-48

Bid #: N/A

Contract/Lease Type: AGREEMENT

Award To/Lessee: CITY OF FT WALTON BEACH, FL

Lessor:

Effective Date: 3/4/2003 \$0

Term: INDEFINITE

Description of Contract/Lease: LIFE SUPPORT FIRE ENGINE PARTNERSHIP

Department Manager: EMS

Department Monitor: D. VALLANI

Monitor's Telephone #: 651-7506

Monitor's FAX #: 651-8082

Date Closed:

Interlocal Agreement

Advanced Life Support Fire Engine Partnership Program

This Interlocal Agreement, entered into this 4th day of March, 2003, 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 the "City".

Witnesseth

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

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

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 City 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 is applies to ALS non-transporting vehicles.

CONTRACT: LIFE SUPPORT FIRE
ENGINE PARTNERSHIP
CONTRACT NO.: C03-0899-ESI-48
CITY OF FT WALTON BEACH, FL
EXPIRES: INDEFINITE

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 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 as directed by the County Medical Director's protocol within their assigned zone.
 - 2.03 The City paramedics will attend initial and ongoing training required by the County EMS Medical Director. Any training required to be attended other than on duty will require approval of the 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 The City 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 privileges for functioning as a paramedic in this program. Such infractions may include, but not be limited to, violations of State EMS rules, County EMS protocols, and other similar infractions and shall be subject to appeal by the City 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 City 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 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 All requests 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 Upon execution of this Interlocal agreement and for the length of time the agreement remains intact, the City agrees not to submit application for a Certificate of Public Convenience and Necessity. The County or City may terminate this Interlocal Agreement upon ninety-(90) days written notice to each other.
- 5.2 Upon execution of this Interlocal Agreement, the City 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 City Manager and the County Manager.

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. The City 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 City 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.~~

City of Fort Walton Beach: [Signature] Okaloosa County: P. Riggs

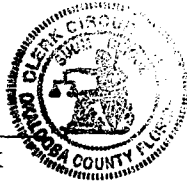
7.02 It is understood that both parties, prior to services, must execute this Interlocal Agreement, duties and responsibilities described heretofore.

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

By: [Signature]
Gary J. Stanford, Deputy Clerk



Board of County Commissioners of

By: [Signature]
Paula L. Riggs, Chairman



Approves as to form:

By: [Signature]
John R. Dowd, County Attorney

Attest:

By: [Signature]
Deputy
Title: City Clerk

City of Fort Walton Beach

By: [Signature]
Title: City Manager

Date: January 17, 2003

ADVANCED LIFE SUPPORT ENGINE PARTNERSHIP PROGRAM

**Hold Harmless Agreement
Between
Okaloosa County Board of Commissioners
and
City of Fort Walton Beach**

To the extent permitted by law and as limited by pursuant to the provisions of Section 768.28 Florida Statutes, the City of Fort Walton Beach 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 City of Fort Walton Beach to occupy and ride in County vehicles. Nothing is intended to alter either party's immunity in tort or otherwise impose liability on the City of Fort Walton Beach or the County when it would not otherwise by law be responsible.

Dated: March 4, 2003
Attest:

Board of County Commissioners,
Okaloosa County, Florida

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



By: Paula L. Riggs
Paula L. Riggs, Chairman



Approved as to legal form:
By: John R. Dowd
John R. Dowd, County Attorney

City of Fort Walton Beach
By: RESA
Title City Manager
Dated: January 17, 2003

Approved as to legal form:
By: Jerome Miller
Title City Attorney

ADDENDUM #1

TO INTERLOCAL AGREEMENT

BETWEEN

OKALOOSA COUNTY BOARD OF COUNTY COMMISSIONERS

AND

CITY OF FORT WALTON BEACH

A. PURPOSE:

The purpose of this ADDENDUM TO THE INTERLOCAL AGREEMENT is to modify the existing agreement under **Section II: City of Fort Walton Beach Responsibility**, specifically section 2.03, to include specific ride along time by the fire paramedics. The addendum will read as follows:

2.03 The City of Fort Walton Beach Fire Department paramedics will attend initial and ongoing training required by the County EMS Medical Director and approved by the Fire Chief. This will include two 24-hour shifts on Okaloosa County EMS ambulances annually.

B. AGREEMENT:

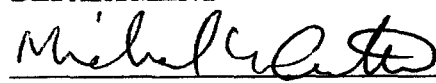
The fire paramedics may accomplish this ride time on their regular duty shift with the Fire Department. Two twenty-four (24) hour shifts per calendar year will be scheduled through the Okaloosa County Shift Training Officer and documented by the EMS liaison officer within the Fire Department and the county Shift Training Officer.

Those fire paramedics who are employed with Okaloosa County Department of Public Safety as emergency relief staff and maintain their minimum monthly hours will be exempt from this ride time.

C. COMMENCEMENT/EXPIRATION DATE: This addendum is executed as of the date of last signature and is effective until terminated.

IN WITNESS WHEREOF, the parties hereto have executed this agreement as of the last written date below.

FORT WALTON BEACH FIRE
DEPARTMENT



Michael Dutton, Chief

9-10-07

Date

OKALOOSA COUNTY



Richard Brannon, Purchasing Director

9/2/07

Date