

## CONTRACT, LEASE, AGREEMENT CONTROL FORM

Date: 03/31/2014

Contract/Lease Control #: C14-2168-PS

Bid #: N/A

Contract/Lease Type: CONTRACT

Award To/Lessee: OKALOOSA ISLAND FIRE DISTRICT

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

## Interlocal Agreement

### Regional Grant Application for 15 Lead Cardiac Monitors

This Interlocal Agreement (the "Agreement"), is made and entered into on this 23<sup>rd</sup> day of March, 2015, by and between the Okaloosa Island Fire District (the "OIFD"), the North Bay Fire Control District (the "NBFCDD"), the Ocean City Wright Fire Control District (the "OCWFCD"), and the Okaloosa County Board of County Commissioners, Florida, a political subdivision of the State of Florida (the "County"). These organizations, when referred to collectively, hereinafter will be referred to as the "Parties to This Agreement".

#### Witnesseth

**WHEREAS**, the County provides advanced life support treatment and transport of the sick and injured to the residents and visitors of Okaloosa County; and

**WHEREAS**, the Parties to This Agreement had previously sought to enhance the EMS services provided to the residents and visitors of Okaloosa County through partnerships; and

**WHEREAS**, the OIFD, the NBFCDD and the OCWFCD have each separately entered into Interlocal Agreements with the County, under which the OIFD, the NBFD and the OCWFCD have agreed to provide "first responding" advanced life support care; and

**WHEREAS**, the Parties to This Agreement have determined their existing LifePak 12 cardiac monitors have reached the end of their service life and do not have the latest advancements in cardiac monitoring technology; and

**WHEREAS**, the Parties to This Agreement desire to upgrade their LifePak 12 cardiac monitors to LifePak 15 cardiac monitors; and

**WHEREAS**, the Parties to This Agreement desire to seek financial assistance in the purchase of these cardiac monitors through the US Department of Homeland Security's Assistance to Firefighters Regional Grants Program, and

**WHEREAS**, the Parties to This Agreement on November 6, 2014 agreed to file such grant application with the US Department of Homeland Security.

**NOW, THEREFORE**, in consideration of their mutual covenants, the Parties to This Agreement hereto agree as follows:

1. That, the OIFD will submit the grant application as the "host" applicant.
2. That, the total number of cardiac monitors applied for in the grant application will be twenty five (25), with the following breakdown by agency:

County - 15

OIFD - 4

OCWFCD - 3

NBFCD - 3

3. That, based on the calculations set forth in the Assistance to Firefighters Grants application, it has been calculated that the parties to this Agreement will receive, collectively \$858,341 from the US Department of Homeland Security's Assistance to Firefighters Regional Grants Program. These funds will be allocated to the Parties to This Agreement for the purchase of LifePak 15 cardiac monitors, as follows:

County - \$ 515,004.60

OIFD - \$ 137,334.56

OCWFCD - \$ 103,000.92

NBFCD - \$ 103,000.92

4. That, in the event the amount granted by the US Department of Homeland Security's Assistance to Firefighters Regional Grants Program is different than the amount contained in the grant application, the amount received by each of the Parties to This Agreement will be allocated in proportion to the funds listed in Paragraph 3 above.
5. That, any matching funds necessary to purchase the LifePak 15 cardiac monitors in excess of the amounts granted by the US Department of Homeland Security's

Assistance to Firefighters Regional Grants Program , will be the separate responsibility of each of the Parties to This Agreement.

6. That, each of the Parties to This Agreement will have ownership of their respective LifePak 15 cardiac monitors once they have been purchased, as provided in this Agreement.

IN WITNESS WHEREOF, this agreement has been executed the day and year first above written by the parties hereto.

**BOARD OF COUNTY COMMISSIONERS OF  
OKALOOSA COUNTY, FLORIDA**

By: \_\_\_\_\_

Nathan D. Boyles, Chairman



Dated: \_\_\_\_\_

*March 23, 2015*

**ATTEST:**

By: \_\_\_\_\_

Gary Stanford, Deputy Clerk



Approved as to form and legal sufficiency:

*for*

\_\_\_\_\_  
Gregory T. Stewart, County Attorney

OKALOOSA ISLAND FIRE DISTRICT

By: Catherine A. Jones  
Catherine A. Jones  
Its: Chairman

Dated: 2-25-15

ATTEST:

By: Hannie Pelkey  
Its: District Clerk

OCEAN CITY WRIGHT FIRE CONTROL DISTRICT

By: [Signature]

Dated: 3-5-15

ATTEST:

By: David A. Scott  
Its: District Clerk

NORTH BAY FIRE CONTROL DISTRICT

By: James W. Boswell

Dated: 02/25/15

ATTEST:

By: Christy L. Wound  
Its: District Clerk

### CONTRACT & LEASE INTERNAL COORDINATION SHEET

Contract/Lease Number: <u>C14-2148-PS</u>	Tracking Number: <u>837-14</u>
Contractor/Lessee Name: <u>Okaloosa Island Fire</u>	Grant Funded: YES ___ NO <u>X</u>
Purpose: <u>MOU</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: 1/3/14  
Purchasing Director or designee

**Risk Management Review**

Approved as written:

[Signature] Date: 1/6/14  
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:

\_\_\_\_\_  
Contracts & Grants Manager

Date: \_\_\_\_\_

## Interlocal Agreement

### Advanced Life Support Fire Engine Partnership Program

This Interlocal Agreement, entered into this 18<sup>th</sup> 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 Okaloosa Island Fire District hereinafter called "OIFD".

#### Witnesseth

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

**Whereas**, the OIFD 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 an OIFD Paramedic to provide ALS service; and

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

**Now, Therefore**, in consideration of the above premises, and the mutual covenants, terms, and provisions contained herein, the County and OIFD 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 OIFD with sufficient medical equipment, medications, drugs, and supplies to insure OIFD'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 OIFD paramedics to ride in County EMS vehicles for the purpose of required training and patient transport.

Instr # 2918149 BK: 3141 PG:1684,Page 1 of 5  
Recorded 03/27/2014 at 08:47 AM.  
RECORDING: \$24.00 RECORDING ARTICLE V: \$20.00

**CONTRACT # C14-2168-PS**  
**OKALOOSA ISLAND FIRE DISTRICT**  
**MOU - ALS**  
**EXPIRES: INDEFINITE**

## **Section II: Okaloosa Island Fire District Responsibility**

- 2.0 The OIFD shall provide and perform the following specific services, duties and responsibilities regarding the ALS Fire Engine Partnership Program:
  - 2.01 The OIFD 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 OIFD will maintain the ALS Fire Engines permitted by the State at the OIFD fire stations and will respond to EMS calls in accordance with the County Medical Director's protocol
  - 2.03 The OIFD paramedics will attend initial and ongoing training required by the County EMS Medical Director and approved by the Fire Chief.
  - 2.04 The OIFD shall not operate the permitted fire engines as ALS engines unless appropriately equipped and staffed with OIFD paramedics.

## **Section III: Operating Procedures**

- 3.0 The OIFD 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 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 OIFD 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 OIFD 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 OIFD, he/she shall be in charge of the patient care at the scene until the County EMS paramedic has arrived on scene and has accepted patient care responsibility. Both OIFD and County paramedics shall work together to insure the best possible outcome for the patient.
- 3.3 The OIFD paramedic must act only within the scope of respective duties as directed by the County EMS Medical Director.



- 3.4 The OIFD paramedic will follow medical treatment protocols approved by the County EMS Medical Director.
- 3.5 The OIFD 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 OIFD personnel, the OIFD 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 OIFD Fire Chief and the County Administrator.
- 5.2 During the term of this Interlocal Agreement, the OIFD 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 OIFD and County shall maintain insurance in the minimum amounts and types as required by Florida State Statutes.
- 6.1 The OIFD 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 OIFD and County will insure its respective employees for negligence, malpractice, errors, and omissions. OIFD 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 OIFD and County will provide Workers Compensation coverage for their respective employees as required under Florida law. The OIFD 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, OIFD 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 OIFD 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 OIFD 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.

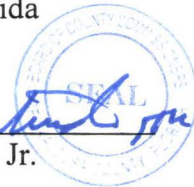
Attest:  
Clerk of the Circuit Court

Board of County Commissioners  
Okaloosa County, Florida

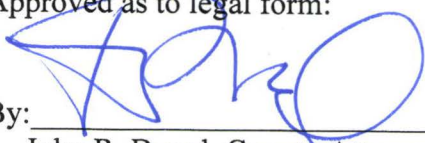
By: *Gary J. Stanford*  
Gary J. Stanford, Deputy Clerk



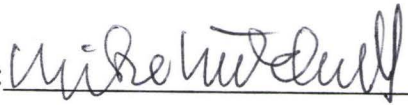
By: *Charles K. Windes, Jr.*  
Charles K. Windes, Jr.  
Chairman



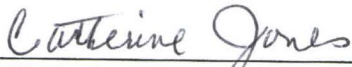
Approved as to legal form:

By:   
John R. Dowd, County Attorney

Attest:

By:   
Title: Secretary  
Date: Feb. 19, 2014

Okaloosa Island Fire District

By:   
Catherine Jones, Chairman