

EXHIBIT B

CONTRACT, LEASE, AGREEMENT CONTROL FORM

Date: 4/30/2004

Contract/Lease Control #: C04-1053-ESI-53

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

Award To/Lessee: RUAL/METRO OF NORTH FLORIDA

Lessor:

Effective Date: 3/1/2004 \$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 1 day of MARCH, by and between Okaloosa County Department of Public Safety ("County") and Rural/Metro of North Florida, Inc. ("Rural/Metro") (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. Rural/Metro shall provide mutual aid emergency ambulance transportation services. County shall provide mutual aid emergency ambulance transportation services. Each party's communication center shall have procedures for responding to a request for mutual aid. The requesting party shall specify the nature of the assistance requested, including the necessary units and the level of care. Upon receiving a request from the requesting party for mutual aid, the other party shall immediately evaluate whether it is able to respond to such request and shall immediately notify the requesting party as to whether it will respond.
2. The requesting party shall be the sole judge of how much assistance shall be requested, and the other party providing the assistance shall then be the sole judge of how much of the requested assistance it shall furnish in any given instance.
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. The parties agree that there will be no exchange of funds or other financial consideration for services rendered.
7. To the extent permitted by law, each party ("Indemnitor") shall indemnify, defend and hold harmless for, from and against the other, its officers, directors, and employees, ("Indemnitee") for, from and against all claims, demands, suits, actions, damages, and causes of action, including but not limited to settlements, defense costs, judgments, court costs, expert(s) fees and reasonable fees of attorneys, incident to, and which it may incur, become responsible for, or pay out as a result of death or bodily injury to any person, destruction or damage to any property, contamination of or adverse effects on the environment, or any violation of any Applicable Law, to the extent that such damage was caused by, in whole or in part, incident to or arose out of this Agreement and the Indemnitor's: (i) breach of this Agreement; or (ii) negligent or willful act(s) or omission(s); or (iii) violation of governmental law, regulation, order or rule; or (iv) any employment, worker's compensation or other related claim by Indemnitor's employees, agents or subcontractors. Nothing in this section shall limit any right to contribution or other allocation of fault between the parties as determined by a court of competent jurisdiction and as permitted by all applicable laws.. Each party shall be solely responsible for determining that its insurance is current and adequate prior to providing assistance 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:

RURAL/METRO OF NORTH FLORIDA,
INC.

By: James Chalk

Date: 3-2-04