

CONTRACT, LEASE, AGREEMENT CONTROL FORM

Date: 02/19/2014

Contract/Lease Control #: C14-2140-PS

Bid #: N/A

Contract/Lease Type: AGREEMENT

Award To/Lessee: DESTIN FIRE CONTROL DISTRICT

Owner/Lessor: OKALOOSA COUNTY

Effective Date: 02/04/2014

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



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

6/30/2015

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Fuller Insurance LLC PO Box 1583 Santa Rosa Beach FL 32459	CONTACT NAME: Ronald Clark
	PHONE (A/C, No, Ext): (850) 622-5283 FAX (A/C, No): (850) 622-5287 E-MAIL ADDRESS: carrie@fullerinsurance.us
INSURER(S) AFFORDING COVERAGE	
INSURED (850) 837-8413 Destin Fire Control District 848 Airport Road Destin FL 32541	INSURER A: American Alt Ins Corp NAIC # 19720 INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:

COVERAGES

CERTIFICATE NUMBER: Cert ID 66

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			VFISTR205845207	10/1/2014	10/1/2015	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 3,000,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS			VFISTR205845207	10/1/2014	10/1/2015	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			VFISTR205845207	10/1/2014	10/1/2015	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 10,000,000 Prod/Comp Ops Agg \$ 10,000,000 PER STATUTE OTH-ER
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER**CANCELLATION**

Okaloosa County 602-C N Pearl Street Crestview FL 32536	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
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CONTRACT & LEASE INTERNAL COORDINATION SHEET

Contract/Lease Number: C14-2140-PS Tracking Number: 839-14

Contractor/Lessee Name: Destin Fire Control Dist Grant Funded: YES ___ NO X

Purpose: MOU - Training & Equipment

Date/Term: Indefinite

Amount: _____

Department: PS


Dept. Monitor Name: Villani

1. GREATER THAN \$50,000
 2. GREATER THAN \$25,000
 3. \$25,000 OR LESS

Document has been reviewed and includes any attachments or exhibits.

Purchasing Review

Procurement requirements are met:

 _____ Date: 1/3/14

Purchasing Director or Designee

Risk Management Review


Approved as written:

 _____ Date: 1/6/14

Risk Manager or designee

County Attorney Review

Approved as written:

 _____ Date: 1/9/14

County Attorney

Following Okaloosa County approval:

Contracts & Grants

Document has been received:

_____ Date: _____

Contracts & Grants Manager

Interlocal Agreement

Advanced Life Support Fire Engine Partnership Program

This Interlocal Agreement, entered into this 4th day of February, 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 Destin Fire Control District hereinafter called "DFCD".

Witnesseth

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

Whereas, the DFCD 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 DFCD Paramedic to provide ALS service; and

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

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

**CONTRACT # C14-2140-PS
DESTIN FIRE CONTROL DISTRICT
MOU - ALS
EXPIRES: INDEFINITE**

Instr # 2910676 BK: 3136 PG:1818,Page 1 of 5
Recorded 02/14/2014 at 04:46 PM,
RECORDING: \$24.00 RECORDING ARTICLE V: \$20.00

DEPUTY CLERK KSCHOOLCRAFT
DON W. HOWARD, CLERK OF COURTS, OKALOOSA COUNTY, FL

Section II: Destin Fire Control District Responsibility

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

Section III: Operating Procedures

- 3.0 The DFCD 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 DFCD 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 DFCD 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 DFCD, 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 DFCD and County paramedics shall work together to insure the best possible outcome for the patient.
- 3.3 The DFCD paramedic must act only within the scope of respective duties as directed by the County EMS Medical Director.

- 3.4 The DFCD paramedic will follow medical treatment protocols approved by the County EMS Medical Director.
- 3.5 The DFCD 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 DFCD personnel, the DFCD 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 DFCD Fire Chief and the County Administrator.
- 5.2 During the term of this Interlocal Agreement, the DFCD 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 DFCD and County shall maintain insurance in the minimum amounts and types as required by Florida State Statutes.
- 6.1 The DFCD 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 DFCD and County will insure its respective employees for negligence, malpractice, errors, and omissions. DFCD 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 DFCD and County will provide Workers Compensation coverage for their respective employees as required under Florida law. The DFCD 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, DFCD 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 DFCD or the County when it would not otherwise by law be responsible.

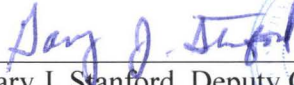
Section VIII: Miscellaneous


- 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 DFCD 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, Deputy Clerk



By: 
Charles K. Windes, Jr.
Chairman




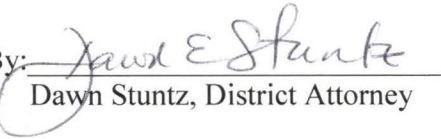
Approved as to legal form:

By: 
John R. Dowd, County Attorney

Attest:

Destin Fire Control District

By: 
J. Thomas Green, Chairman

By: 
Dawn Stuntz, District Attorney

Date: 1/14/14