

CONTRACT, LEASE, AGREEMENT CONTROL FORM

Date: 02/19/2014

Contract/Lease Control #: C14-2141-PS

Bid #: N/A

Contract/Lease Type: AGREEMENT

Award To/Lessee: NORTH BAY 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

Interlocal Agreement

Regional Grant Application for 15 Lead Cardiac Monitors

This Interlocal Agreement (the "Agreement"), is made and entered into on this 23rd day of March, 2015, by and between the Okaloosa Island Fire District (the "OIFD"), the North Bay Fire Control District (the "NBFCD"), 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 NBFCD 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: CH-2141-PS Tracking Number: 842-14

Contractor/Lessee Name: North Bay Fire Dist Grant Funded: YES ___ NO X

Purpose: MOU - Training & Equipment

Date/Term: Indefinite 1. GREATER THAN \$50,000

Amount: _____ 2. GREATER THAN \$25,000

Department: PS 3. \$25,000 OR LESS

Dept. Monitor Name: Villane

Document has been reviewed and includes any attachments or exhibits.

Purchasing Review

Procurement requirements are met: [Signature]

Purchasing Director or designee Date: 1-7-14

Risk Management Review

Approved as written: [Signature]

Risk Manager or designee Date: 1-8-14

County Attorney Review

Approved as written: [Signature]

County Attorney Date: 1/24/14

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 4th day of February, 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 North Bay Fire Control District hereinafter called "NBFCD".

Witnesseth

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

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

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

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

CONTRACT # C14-2141-PS
NORTH BAY FIRE CONTROL DISTRICT
MOU - ALS
EXPIRES: INDEFINITE

Instr # 2910671 BK: 3136 PG:1800,Page 1 of 5
Recorded 02/14/2014 at 04:44 PM,
RECORDING: \$24.00 RECORDING ARTICLE V: \$20.00

Section II: North Bay Fire Control District Responsibility

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

Section III: Operating Procedures

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

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

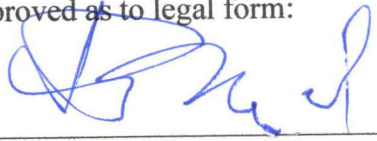
By: Gary J. Stanford
Gary J. Stanford, Deputy Clerk



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



Approved as to legal form:



By: _____
John R. Dowd, County Attorney

Attest:

By: Joseph Mill

Title: Fire Chief

Date: 1-14-14

North Bay Fire Control District

By: James W. Boswell
James W. Boswell, Chairman