

Lee County Board of County Commissioners
Agenda Item Summary

Blue Sheet No. 20030100

1. REQUESTED MOTION:

ACTION REQUESTED: Authorize Chairman to approve a Certificate of Public Convenience and Necessity (CON) to the South Trail Fire Protection and Rescue Service District to conduct advance life support (ALS) non-transport service, emergency medical service care.

WHY ACTION IS NECESSARY: Commission Chairman's signature is required to execute CON.

WHAT THE ACTION ACCOMPLISHES: Grants the applicant license to provide ALS service in accordance with State law and provision contained in Lee County Ordinance 02-19.

2. DEPARTMENTAL CATEGORY:
COMMISSION DIST. #

C7A

3. MEETING DATE:

02-11-2003

4. AGENDA

X CONSENT
ADMINISTRATIVE
APPEALS
PUBLIC
TIME REQUIRED:

5. REQUIREMENT/PURPOSE

(Specify)
STATUTE
ORDINANCE
ADMAN. CODE
X OTHER

6. REQUESTOR OF INFORMATION

A. COMMISSIONER
B. DEPARTMENT Independent
C. DIVISION Public Safety

BY John D. Wilson, Director

7. BACKGROUND:

This District is submitting renewal for a Certificate of Public Convenience and Necessity (CON) to provide advance life support (ALS) non-transport service within its boundaries. Granting the request would allow the district to place qualified paramedics and emergency medical technicians on fire rescue vehicles or engines that could provide pre-hospital emergency medical care prior to Lee County EMS personnel arriving on scene.

County staff reviewed the District's application according to the current county ordinance provisions and recommends granting the Certificate if the District complies with provisions in the attached CON prior to furnishing any ALS non-transport service within its defined service area. The District's fire chief has agreed to these conditions.

Attachment 1: Application for Certificate of Public Convenience and Necessity (3)

Attachment 2: Certificate of Public Convenience and Necessity (3)

8. MANAGEMENT RECOMMENDATIONS: Staff recommends approval of Certificate of Public Convenience and Necessity.

9. RECOMMENDED APPROVAL

DEPARTMENT DIRECTOR <i>[Signature]</i> 1/23/03	Purchasing or Contracts <i>[Signature]</i> 8/30/02	Human Resources NA	County Attorney <i>[Signature]</i>	County Administration OAI OMI Risk IGC 1/27/03 1/27/03 1/27/03 1/27/03	COUNTY MANAGER <i>[Signature]</i>
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10. COMMISSION ACTION:

- APPROVED
- DENIED
- DEFERRED
- OTHER

Rec. by Colby
Date: 1/24/03
Time: 3:55 PM
Forwarded To: Bushy & Layton 4:08 PM

RECEIVED BY
COUNTY ADMIN. PM
1-24-03
4:55
COUNTY ADMIN.
FORWARDED TO: BH
1/28/03

CERTIFICATE OF PUBLIC CONVENIENCE AND NECESSITY

IT IS HEREBY CERTIFIED by the Board of County Commissioners of Lee County, Florida to be of public convenience and necessity that:

1. There is hereby granted to:

SOUTH TRAIL FIRE PROTECTION AND RESCUE SERVICE DISTRICT

with the right to maintain, operate and control an Advanced Life Support (ALS) non-transport service within the geographic district designated:

SOUTH TRAIL FIRE PROTECTION AND RESCUE SERVICE DISTRICT, FLORIDA

and to do all things needful of the operation, maintenance, and control thereof after the acceptance of the terms of this Certificate by the said District and until rescinded by the County but this Certificate shall not be transferred or assigned without the consent of the Board of County Commissioners.

2. The said Fire District in carrying out the purpose of this Certificate shall have free right to run the streets of Lee County with its vehicles, subject only to State regulations incident thereto as may govern ambulances and shall have free access to and the right, within said area, to perform (ALS) non-transport service; provided, however, the District shall at all times hold Lee County harmless, release and indemnify County from any loss or damage by reason of the acts of District, its agent, servants, or employees.

3. It shall be the duty of said District, upon the acceptance of the terms of this Certificate, to diligently and efficiently protect and save lives and authority is hereby granted to said District to do all things needful to such ends not inconsistent to Florida Law now in existence or which may change or hereafter be passed. District certifies it has the legal capacity to operate said (ALS) non-transport services and to comply with the Laws of Florida, particularly Chapter 401, et al. Florida Statutes.

4. In no event shall Lee County be responsible in any way for the debts or obligations of the Fire District contracted in the duties imposed under this Certificate nor shall the County be liable in any manner whatsoever on account of the negligence of said District in carrying out the provisions of this Certificate.

5. Upon the failure of said Fire District to carry out and fulfill the obligation and duties hereby imposed upon it, all the rights hereby granted to said District shall thereupon be

forfeited.

6. This Certificate shall be in force and become effective upon written acceptance of its terms by said Association being filed with the County Clerk.

7. This permit is valid for the period March 31, 2003, to March 31, 2005, unless sooner forfeited or rescinded.

[Signature]
Witness
[Signature]
Witness

[Signature]
Chairman

ATTEST:
Charlie Green, Clerk

BOARD OF COUNTY COMMISSIONERS
OF LEE COUNTY, FLORIDA

By: _____
Deputy Clerk

By: _____
Chairman



SOUTH TRAIL FIRE PROTECTION & RESCUE SERVICE DISTRICT

Business (239) 433-0080
FAX (239) 433-1941
Prevention Division (239) 482-8030
FAX (239) 433-2185

BOARD OF COMMISSIONERS

G. William Miller
Chairman

Robert Gaskill
Vice-Chairman

Richard O. Neville
Secretary-Treasurer

Lyle Grace
Commissioner

Dale Deleacaes
Commissioner

ADMINISTRATION

Clifford H. Paxson
Chief

William G. Proce
*Assistant Chief
Support Services*

Richard J. Intartaglio
*Assistant Chief
Operations*

January 21, 2003

Director John Wilson
Lee County Public Safety
14752 Ben C. Pratt Six Mile Cypress Pkwy.
Ft. Myers, FL 33912

Dear Director Wilson:

It is our desire to renew our Certificate of Public Convenience and Necessity to provide Non-Transport Advanced Life Support services to the citizens and visitors of our District.

Enclosed you will find three original applications for the Lee County Certificate of Public Convenience and Necessity Ambulance and Rescue Service, the additional supporting information as requested in the ordinance for renewing our application, and a check in the amount of \$250.00 to cover the application fee.

We request that this application be reviewed, supported, and sent to the Board with recommendation of renewing our Certificate of Public Convenience and Necessity. If you find that additional information is needed or an item needs to be clarified, please contact us at (239) 433-0080. Your assistance and support is appreciated.

Respectfully,

A handwritten signature in black ink, appearing to read "Richard Intartaglio".

Richard Intartaglio
Assistant Chief

/wbl

**APPLICATION FOR LEE COUNTY
CERTIFICATE OF PUBLIC CONVENIENCE AND NECESSITY
AMBULANCE AND RESCUE SERVICE**

12/12/96

Governmental <input checked="" type="checkbox"/>	Private <input type="checkbox"/>	Voluntary <input type="checkbox"/>	
TYPE:			
Transport	<input type="checkbox"/>	ALS <input type="checkbox"/>	BLS <input type="checkbox"/>
Non-Transport	<input checked="" type="checkbox"/>	ALS <input checked="" type="checkbox"/>	BLS <input type="checkbox"/>
Air-Medical	<input type="checkbox"/>	ALS <input type="checkbox"/>	BLS <input type="checkbox"/>
GOVERNMENTAL/CORPORATION/OWNER			
Name: South Trail Fire Protection and Rescue Service District			
Address: 5531 Halifax Avenue	Fort Myers	Florida	33912
Street/PO Box	City	State	Zip
DIRECTORS/OWNERS			
Name: Dale Deleacaes			
Address: 2344 Flora Avenue	Fort Myers	Florida	33907
Street/PO Box	City	State	Zip
Name: Robert Gaskill			
Address: 6591 Plantation Preserve Circle North	Fort Myers	Florida	33912
Street/PO Box	City	State	Zip
Name: Lyle L. Grace			
Address: 1701 Park Meadows Drive #1	Fort Myers	Florida	33907
Street/PO Box	City	State	Zip
Name: William G. Miller			
Address: 15400 Briarcrest Circle	Fort Myers	Florida	33912
Street/PO Box	City	State	Zip
Name: Richard O. Neville			
Address: 1534 Beechwood Trail	Fort Myers	Florida	33919
Street/PO Box	City	State	Zip
Name:			
Address:			
Street/PO Box	City	State	Zip

NARRATIVE DESCRIBING HOW THE APPLICANT'S SERVICE WILL COORDINATE WITH EXISTING PUBLIC SAFETY AGENCIES

- 1. Prior to the arrival of an advanced life support ambulance from local emergency medical service (EMS) transport providers, initial basic and advanced life support services will be administered to patients in preparation for transport to a medical facility.**
- 2. Assist Local EMS transport providers with advanced life support services when requested to do so.**
- 3. Conduct basic and advanced emergency medical training along with and/or equivalent to or exceeding the local EMS agencies.**

HOW WILL THE SYSTEM ENHANCE PRE-HOSPITAL CARE FOR THE PUBLIC HEALTH, SAFETY AND WELFARE

- 1. This service will allow for us to maintain our current level of emergency medical care including basic and advanced life support services.**
- 2. This service will decrease the amount of time that the patient has to wait for basic and advanced life support services, which will directly reduce patient morbidity and mortality.**
- 3. This service will allow the current local advanced life support transport services additional resources to assist them in the delivery of pre-hospital emergency care.**

HOW WILL THE SERVICE IMPROVE PUBLIC CONVENIENCE AND JUSTIFY THE NECESSITY OF THE INTENDED SERVICE

- 1. This service will allow fire rescue units to continue to provide basic and advanced life support services, which will decrease advanced life support response times by 5 to 15 minutes. It will also provide an additional resource to local EMS transport agencies.**
- 2. Provide emergency medical personnel certified as firefighter-emergency medical technicians and paramedics with additional certifications in other pre-hospital emergency specialties, as required by the services medical director.**

NUMBER AND TYPE OF RESPONSE/TRANSPORT VEHICLES

- 1. Three advanced life support non-transport units.**

ADDRESS OF HEADQUARTERS

**South Trail Fire Protection and Rescue Service District
5531 Halifax Avenue
Fort Myers, Florida 33912**

ADDRESS OF POSTING-STATIONS

**South Trail Fire Station #2
9450 Daniels Parkway
Fort Myers, Florida 33912**

**South Trail Station #4
12780 Commonwealth Drive
Fort Myers, Florida 33313**

SCHEDULE OF RATES FOR SERVICE

None

MEDICAL DIRECTOR' S NAME AND LICENSE NUMBER(S)

NAME: William R. Bess, M.D.

AUDIT CONTROL # 0753616

FILE # N/A

BOARD CERTIFICATION # 800015

Please see attached

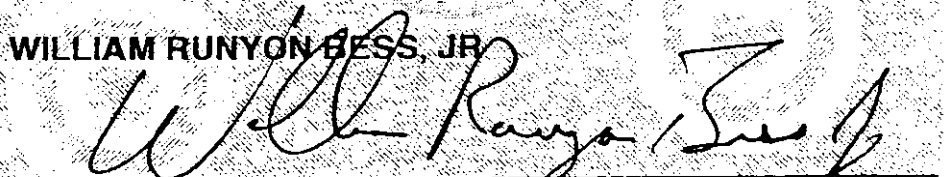
STATE OF FLORIDA
DEPARTMENT OF HEALTH
DIVISION OF MEDICAL QUALITY ASSURANCE

AC# 0753616

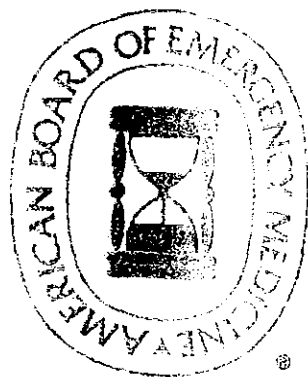
DATE	LICENSE NO.	CONTROL NO.
11/07/2001	ME 33756	52818

THE MEDICAL DOCTOR
NAMED BELOW HAS MET ALL REQUIREMENTS OF
THE LAWS AND RULES OF THE STATE OF FLORIDA.
EXPIRATION DATE: JANUARY 31, 2004

WILLIAM RUNYON BESS, JR.



LICENSEE SIGNATURE



AMERICAN BOARD OF EMERGENCY MEDICINE



Established for the Certification
of Emergency Physicians
Hereby Declares that

William Ruyon Bess, Jr., M.D.

Has Successfully Fulfilled the
Requirements of the Board and
is Recertified as a Diplomate of the
American Board of Emergency Medicine
December 23, 1999 - December 31, 2009

President *Walter J. Muehlebach MD*

Secretary *Adelwyn P. Hoffman MD*

Certification Number 800015

CERTIFICATE OF INSURANCE-VEHICLE AND MALPRACTICE

Please see attached

CERTIFICATE OF INSURANCE

ISSUE DATE (MM/DD/YY)
1/15/2005

PRODUCER

VFIS of Florida
One S. Ocean Blvd., #310
Boca Raton, FL 33432
800-995-8554

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORD BY THE POLICIES BELOW.

COMPANIES AFFORDING COVERAGE

- | | |
|---------|---|
| COMPANY | |
| LETTER | A American Alternative Insurance Corp. |
| COMPANY | |
| LETTER | B |
| COMPANY | |
| LETTER | C |
| COMPANY | |
| LETTER | D |
| COMPANY | |
| LETTER | E |

INSURED

South Trail Fire Protection & Rescue Service District

5531 Halifax Avenue

Fort Myers, FL 33912

COVERAGES

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.

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFF. DATE (MM/DD/YY)	POLICY EXP. DATE (MM/DD/YY)	LIMITS												
	GENERAL LIABILITY <input checked="" type="checkbox"/> COMM. GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> OWNER'S & CONTRACTOR'S PROT. <input checked="" type="checkbox"/> Malpractice	VFIS-CL-0019269-2	1/13/03	1/13/04	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr><td>GENERAL AGGREGATE</td><td style="text-align: right;">\$ 3,000,000</td></tr> <tr><td>PROD-COMP/OP AGG.</td><td style="text-align: right;">\$ 3,000,000</td></tr> <tr><td>PERS. & ADV. INJURY</td><td style="text-align: right;">\$ 1,000,000</td></tr> <tr><td>EACH OCCURRENCE</td><td style="text-align: right;">\$ 1,000,000</td></tr> <tr><td>FIRE DAMAGE (One Fire)</td><td style="text-align: right;">\$ 1,000,000</td></tr> <tr><td>MED. EXPENSE (One Per)</td><td style="text-align: right;">\$ 5,000</td></tr> </table>	GENERAL AGGREGATE	\$ 3,000,000	PROD-COMP/OP AGG.	\$ 3,000,000	PERS. & ADV. INJURY	\$ 1,000,000	EACH OCCURRENCE	\$ 1,000,000	FIRE DAMAGE (One Fire)	\$ 1,000,000	MED. EXPENSE (One Per)	\$ 5,000
GENERAL AGGREGATE	\$ 3,000,000																
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PERS. & ADV. INJURY	\$ 1,000,000																
EACH OCCURRENCE	\$ 1,000,000																
FIRE DAMAGE (One Fire)	\$ 1,000,000																
MED. EXPENSE (One Per)	\$ 5,000																
	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> MIXED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS <input type="checkbox"/> GARAGE LIABILITY	VFIS-CM-1010579-2	1/13/03	1/13/04	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr><td>COMBINED SINGLE LIMIT</td><td style="text-align: right;">\$ 1,000,000</td></tr> <tr><td>BODILY INJURY (Per Person)</td><td style="text-align: right;">\$</td></tr> <tr><td>BODILY INJURY (Per Accident)</td><td style="text-align: right;">\$</td></tr> <tr><td>PROPERTY DAMAGE</td><td style="text-align: right;">\$</td></tr> </table>	COMBINED SINGLE LIMIT	\$ 1,000,000	BODILY INJURY (Per Person)	\$	BODILY INJURY (Per Accident)	\$	PROPERTY DAMAGE	\$				
COMBINED SINGLE LIMIT	\$ 1,000,000																
BODILY INJURY (Per Person)	\$																
BODILY INJURY (Per Accident)	\$																
PROPERTY DAMAGE	\$																
	EXCESS LIABILITY <input checked="" type="checkbox"/> UMBRELLA FORM <input type="checkbox"/> OTHER THAN UMBRELLA FORM	VFIS-CU-5006659-2	1/13/03	1/13/04	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr><td><input checked="" type="checkbox"/> EACH OCCURRENCE</td><td style="text-align: right;">\$ 1,000,000</td></tr> <tr><td><input checked="" type="checkbox"/> AGGREGATE</td><td style="text-align: right;">\$ 2,000,000</td></tr> <tr><td>STATUTORY LIMITS</td><td style="text-align: right;">\$</td></tr> <tr><td>EACH ACCIDENT</td><td style="text-align: right;">\$</td></tr> <tr><td>DISEASE POLICY LIMIT</td><td style="text-align: right;">\$</td></tr> <tr><td>DISEASE-EACH EMP.</td><td style="text-align: right;">\$</td></tr> </table>	<input checked="" type="checkbox"/> EACH OCCURRENCE	\$ 1,000,000	<input checked="" type="checkbox"/> AGGREGATE	\$ 2,000,000	STATUTORY LIMITS	\$	EACH ACCIDENT	\$	DISEASE POLICY LIMIT	\$	DISEASE-EACH EMP.	\$
<input checked="" type="checkbox"/> EACH OCCURRENCE	\$ 1,000,000																
<input checked="" type="checkbox"/> AGGREGATE	\$ 2,000,000																
STATUTORY LIMITS	\$																
EACH ACCIDENT	\$																
DISEASE POLICY LIMIT	\$																
DISEASE-EACH EMP.	\$																
	WORKERS' COMPENSATION AND EMPLOYER'S LIABILITY OTHER	VFIS-CL-0019269-2			<table border="1" style="width: 100%; border-collapse: collapse;"> <tr><td>\$1,000,000 occurrence</td></tr> <tr><td>\$3,000,000 aggregate</td></tr> </table>	\$1,000,000 occurrence	\$3,000,000 aggregate										
\$1,000,000 occurrence																	
\$3,000,000 aggregate																	

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS

Lee County Board of County Commissioners is named an additional insured.

CERTIFICATE HOLDER

Lee County Board of County Commissioners
P. O. Box 398
Fort Myers, FL 33902-0398

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 10 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES

AUTHORIZED REPRESENTATIVE

James S. Dotal



American Alternative Insurance Corporation

EMERGENCY SERVICE ORGANIZATION LIABILITY COVERAGE ENDORSEMENT

Named Insured	Endorsement Number
Policy Number	Endorsement Effective
Countersigned by (Authorized Representative)	

The above is required to be completed only when this endorsement is issued subsequent to the preparation of the policy.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

SECTION I COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY

AMENDMENT OF EXPECTED OR INTENDED INJURY EXCLUSION

Exclusion 2.a. is deleted and replaced with the following:

- a. "Bodily injury" or "property damage" expected or intended from the standpoint of the insured. This exclusion does not apply to expected or intended "bodily injury" or "property damage" resulting from actions taken to protect persons or property.

DELETION OF LIQUOR LIABILITY EXCLUSION

The last paragraph of exclusion 2.c. is deleted and replaced with the following:

This exclusion applies only when alcoholic beverages are sold and the Named Insured is required to obtain a license or permit for the sale of alcoholic beverages.

AMENDMENT OF EMPLOYER'S LIABILITY EXCLUSION

Exclusion 2.e. is amended by the addition of subparagraphs (3) and (4) as follows:

"Bodily injury" to:

- (3) Any volunteer, if you provide or are required to provide any benefits for such volunteer under any Workers' Compensation or disability benefits law or under any similar law.
- (4) The spouse, child, parent, brother or sister of that volunteer as a consequence of paragraph (3) above.

AMENDMENT OF AIRCRAFT, AUTO OR WATERCRAFT EXCLUSION

Exclusion 2.g. (2) (a) is deleted.

Exclusion 2.g. (6) is added as follows:

- (6) A watercraft you own that:
- (a) is powered by a motor or combination of motors of 100 horsepower of less;
or
 - (b) is not powered by a motor; or
 - (c) is a "personal watercraft".

AMENDMENT OF DAMAGE TO PROPERTY EXCLUSION

Exclusions 2.j. (5) and 2.j. (6) do not apply to "property damage" resulting from actions taken to protect persons or property.

The following two paragraphs are added to exclusion 2.j.:

Paragraph (4) does not apply to "property damage" to personal property belonging to anyone receiving service by any insured because of loss by theft, physical damage or disappearance of such property during the period when "employees" or volunteers of the insured arrive on the scene or while rendering services to others and ending when they either leave the scene, complete their service, or transfer care of a transported patient to others.

This insurance does not apply to that portion of any loss for which the Named Insured has other valid and collectible insurance. The limit of the Company's liability under this amendment is the Each Occurrence Limit stated in the Declarations, subject to a \$100 deductible, each occurrence.

AMENDMENT OF FIRE DAMAGE LIMIT (ANY ONE FIRE)

The paragraph immediately following exclusion 2.n. is deleted and replaced with the following:

Exclusions c. through n. do not apply to damage by fire to premises while rented to you or temporarily occupied by you with permission of the owner. The Each Occurrence Limit shown in the Declarations will apply to this coverage.

SECTION I COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY, COVERAGE B. PERSONAL AND ADVERTISING INJURY LIABILITY, AND COVERAGE C. MEDICAL PAYMENTS

PROFESSIONAL HEALTH CARE EXCLUSION

An additional exclusion is added to SECTION I COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY, COVERAGE B. PERSONAL AND ADVERTISING INJURY LIABILITY, AND COVERAGE C. MEDICAL PAYMENTS:

This insurance does not apply to damages arising or allegedly arising out of providing or failing to provide "professional health care services."

SECTION I - COVERAGES

ADDITION OF PROFESSIONAL HEALTH CARE LIABILITY COVERAGE

The following is added to SECTION I - COVERAGES:

COVERAGE D. PROFESSIONAL HEALTH CARE LIABILITY

1. Insuring Agreement.

a. We will pay those sums that the insured becomes legally obligated to pay as damages because of injury arising out of providing or failing to provide "professional health care services" to others. We will have the right and duty to defend any claim or "suit" seeking those damages. We may at our discretion investigate any "occurrence" and settle any claim or "suit" that may result. But:

(1) The amount we will pay for damages is limited as described in LIMITS OF INSURANCE (SECTION III); and

(2) Our right and duty to defend end when we have used up the applicable limit of insurance in the payment of judgments or settlements.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided under Supplementary Payments.

b. This insurance applies only if the damages are caused by an "occurrence" that takes place:

(1) during the policy period; and

(2) in the "coverage territory."

2. Exclusion

a. This insurance does not apply to damages arising out of the ownership, maintenance, use or entrustment to others of any aircraft, "auto" or watercraft owned or operated by or rented or loaned to any insured. Use includes operation and "loading and unloading."

SECTION I - SUPPLEMENTARY PAYMENTS

AMENDMENT OF SUPPLEMENTARY PAYMENTS

The heading SUPPLEMENTARY PAYMENTS - COVERAGES A AND B is amended to read SUPPLEMENTARY PAYMENTS - COVERAGES A, B AND D.

Item 4. is deleted and replaced with the following:

4. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to \$300 a day because of time off from work.

SECTION II - WHO IS AN INSURED

ADDITION OF YOUR VOLUNTEERS AND MEDICAL DIRECTORS AS INSURED AND GOOD SAMARITAN COVERAGE

Paragraph 2.a. is deleted and replaced by:

2.a. Your "employees" and any persons who are your volunteers or Medical Directors, other than those acting in their capacity as your "executive officers," but only for acts:

- (1) within the scope of their employment by you, volunteer actions on behalf of you, or Medical Director duties performed on behalf of you; or
- (2) while acting as a Good Samaritan independently of his or her activities as your "executive officer," "employee", or volunteer member but only when he or she encounters the scene of an emergency requiring sudden action. In no event will such "executive officer," "employee", or volunteer who responds to the scene of an emergency with or for any other emergency service organization be an insured.

However, no "employee", volunteer, or Medical Director is an insured for:

- (1) damages arising out of his or her providing or failing to provide, as a physician, on-line medical direction or medical command via telecommunication to emergency medical personnel; or
- (2) "property damage" to property owned or occupied by or rented or loaned to that "employee", volunteer, or Medical Director.

OWNERS OF COMMANDEERED "MOBILE EQUIPMENT" OR WATERCRAFT

Paragraph 2.e. is added:

2.e. The owner of commandeered "mobile equipment" or watercraft is an insured while the equipment or watercraft are in your temporary care, custody or control and are being used as part of an emergency operation.

ORGANIZATIONS NEWLY ACQUIRED OR FORMED

Paragraph 4.d. is added:

4.d. Coverage D. does not apply to an "occurrence" that took place before you acquired or formed the organization.

SECTION III - LIMITS OF INSURANCE

AMENDMENT OF AGGREGATE LIMIT PROVISIONS

Paragraphs 2., 3. and 5. are deleted and replaced by the following:

2. The General Aggregate Limit is the most we will pay for the sum of:
 - a. Medical expenses under Coverage C;
 - b. Damages under Coverage A (except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard") and Coverage D.; and
 - c. Damages under Coverage B;

for each Named Insured shown in the Declarations and each "location" owned by or rented to you.

3. The Products-Completed Operations Aggregate Limit is the most we will pay under Coverage A for damages because of "bodily injury" and "property damage" included in the "products-completed operations hazard", for each Named Insured shown in the Declarations.

5. Subject to 2. or 3. above, whichever applies, the Each Occurrence Limit is the most we will pay for the sum of:

- a. Damages under Coverages A and D; and
- b. Medical Expenses under Coverage C

because of all "bodily injury" and "property damage" arising out of any one "occurrence."

SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS

AMENDMENT OF OTHER INSURANCE CONDITION

In paragraph 4. Other Insurance, the first four lines are deleted and replaced by the following:

If other valid and collectible insurance is available to the insured "employee," volunteer or owner of commandeered "mobile equipment" or watercraft for a loss we cover under Coverages A, B or D of this form, our insurance policy is primary, with no consideration or contribution with other insurance, except with respect to any medical malpractice insurance policy available to a physician who is acting on your behalf by providing on-site medical treatment of a person. With respect to said medical malpractice insurance policy, our insurance is excess over that policy.

If other valid and collectible insurance is available to the insured, other than "employees," volunteers or owners of commandeered "mobile equipment" or watercraft, for a loss we cover under Coverages A, B or D of this form, our obligations are limited as follows:

All other references to Coverage A or B in Paragraph 4. Other Insurance are amended to include Coverage D.

SECTION V - DEFINITIONS is amended as follows:

AMENDMENT OF DEFINITIONS

With respect to Coverage D, Professional Health Care Liability, Definition 12., "Occurrence," is deleted and replaced by the following:

12. "Occurrence" means a medical incident arising from providing or failing to provide "professional health care services."

ADDITIONAL DEFINITIONS

The following definitions are added:

20. "Location" means premises involving the same or connecting lots, or premises whose connection is interrupted only by a street, roadway, waterway or right-of-way of a railroad.

21. "Personal watercraft" means a vessel which uses an inboard motor powering a water jet pump as its primary source of motive power, and which is designed to be operated by a person sitting, standing, or kneeling on the vessel, rather than the conventional manner of sitting or standing inside the vessel.

22. "Professional health care services" means:

- a. Providing medical or nursing services;
- b. Providing professional services of any other health care professional, including emergency medical technicians and paramedics;
- c. Furnishing or dispensing drugs or medical, surgical or dental supplies or appliances;
- d. Handling of patients:
 - (1) from the place where they are accepted for movement into or onto the means of transport,
 - (2) during transport, and
 - (3) from the means of transport to the place where they are finally delivered;
- e. Dispatching of, including the failure or refusal to dispatch, personnel to provide any of the above services;
- f. Serving on, or carrying out the orders of, a health care accreditation board or similar professional board or committee; and
- g. Establishing medical protocol, creating medical training curricula, providing medical training, conducting medical quality assurance programs, and carrying out similar duties.



American Alternative Insurance Corporation

STATUTORY HOME OFFICE
1013 Centre Road
Wilmington, DE 19805

ADMINISTRATIVE OFFICE
555 College Road East
Princeton, New Jersey, 08543-5241
(800) 305-4954

Commercial General Liability RENEWAL DECLARATION

POLICY NO. VFIS-CL-0019269-2/000
RENEWAL OF VFIS-CL-0019269-1

NAMED INSURED AND MAILING ADDRESS

SOUTH TRAIL FIRE PROTECTION &
RESCUE SERVICE DISTRICT
5531 HALIFAX AVE
FT MYERS FL 33912

AGENCY AND MAILING ADDRESS

VFIS
183 LEADER HEIGHTS ROAD
PO BOX 2726
YORK, PA 17405

POLICY PERIOD: From 01/13/2003 to 01/13/2004 AT 12:01 A.M. STANDARD TIME AT YOUR MAILING ADDRESS SHOWN ABOVE.

LOC CLASSIFICATION	CODE	PREMIUM BASIS	PMS RATE	PDTS RATE
3 FIRE DEPARTMENTS PRODUCTS-COMPLETED OPERATIONS ARE SUBJECT TO THE GENERAL AGGREGATE LIMIT	43550	AREA	21,000 88.868	INCL
4 FIRE DEPARTMENTS PRODUCTS-COMPLETED OPERATIONS ARE SUBJECT TO THE GENERAL AGGREGATE LIMIT	43550	AREA	4,200 88.868	INCL
PROFESSIONAL HEALTH CARE LIABILITY	72990	EACH	5 746.980	
LIMITED POLLUTION & ASBESTOS LIABILITY	90100	EACH	1 92.650	

GENERAL LIABILITY PREMIUM \$6,778

FORMS AND ENDORSEMENTS

APPLYING TO COMMERCIAL GENERAL LIABILITY COVERAGE PART AND MADE PART OF THIS POLICY AT TIME OF ISSUE:
CG0001 (01-96) CG2147 (10-93) GL1001 (03-00) GL1005 (01-96) GL1003 (10-97) GL1010 (10-97)
GL1012 (03-00) IL0021 (04-98) CG0220 (07-92)

THESE DECLARATIONS AND THE COMMON POLICY DECLARATIONS, IF APPLICABLE, TOGETHER WITH THE COMMON POLICY CONDITIONS, COVERAGE FORM(S) AND FORMS AND ENDORSEMENTS, IF ANY, ISSUED TO FORM A PART THEREOF, COMPLETE THE ABOVE NUMBERED POLICY.

COUNTERSIGNED AT: _____ DATE: _____ BY: _____

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1013 Centre Road
Wilmington, DE 19805

ADMINISTRATIVE OFFICE
555 College Road East
Princeton, New Jersey, 08543-5241
(800) 305-4954

Commercial Automobile Policy RENEWAL DECLARATION

POLICY NO. VFIS-CM-1010579-2/000
RENEWAL OF VFIS-CM-1010579-1

NAMED INSURED AND MAILING ADDRESS

AGENCY AND MAILING ADDRESS

SOUTH TRAIL FIRE PROTECTION &
RESCUE SERVICE DISTRICT
5531 HALIFAX AVE
FT MYERS FL 33912

VFIS
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PO BOX 2726
YORK, PA 17405

POLICY PERIOD: From 01/13/2003 to 01/13/2004 AT 12:01 A.M. STANDARD TIME AT YOUR MAILING ADDRESS SHOWN ABOVE.

ITEM FOUR - SCHEDULE OF HIRED OR BORROWED COVERED AUTO _____
COVERAGE AND PREMIUMS.

ITEM FIVE - SCHEDULE FOR NON-OWNERSHIP LIABILITY _____

NAMED INSURED'S BUSINESS	RATING BASIS	NUMBER	PREMIUM
Other than a Social Service Agency - FL	Number of employees	71	\$ 100
Extended Coverage			\$ 25
		TOTAL PREMIUM	\$ 125

THESE DECLARATIONS, IF APPLICABLE, TOGETHER WITH THE COMMON POLICY CONDITIONS, COVERAGE FORM(S) AND FORMS AND ENDORSEMENTS, IF ANY, ISSUED TO FORM A PART THEREOF, COMPLETE THE ABOVE NUMBERED POLICY.

COUNTERSIGNED AT: Boca Raton, FL DATE: 1/7/03 BY: Joanna S. [Signature]

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Commercial Automobile Policy RENEWAL DECLARATION

POLICY NO. VFIS-CM-1010579-2/000
RENEWAL OF VFIS-CM-1010579-1

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POLICY PERIOD: From 01/13/2003 to 01/13/2004 AT 12:01 A.M. STANDARD TIME AT YOUR MAILING ADDRESS SHOWN ABOVE.

ITEM FOUR - SCHEDULE OF HIRED, BORROWED OR COMMANDEERED AUTO COVERAGE AND PREMIUMS.

LIABILITY INSURANCE-RATING BASIS, COST OF HIRE

STATE	ESTIMATED COST OF HIRE \$	RATE PER EACH \$100 COST	PREMIUM
FL	IF ANY	1.745 MIN	\$ 104

PHYSICAL DAMAGE INSURANCE - FL

COVERAGE	LIMIT OF INSURANCE THE MOST WE WILL PAY DEDUCTIBLE	ESTIMATED ANNUAL COST OF HIRE	RATE PER EACH \$100 ANNUAL COST OF HIRE	PREMIUM
COMP	ACTUAL CASH VALUE, COST OF REPAIRS OR \$ WHICHEVER IS LESS, MINUS \$ 50 Ded. FOR EACH COVERED AUTO, BUT NO DEDUCTIBLE APPLIES TO LOSS CAUSED BY FIRE OR LIGHTNING	IF ANY	.371	\$ 18
COLLISION	ACTUAL CASH VALUE COST OF REPAIRS OR \$ WHICHEVER IS LESS, MINUS \$ 100 Ded. FOR EACH COVERED AUTO	IF ANY	.393	\$ 1
TOTAL PREMIUM MIN				\$ 19

SUCH INSURANCE AS IS AFFORDED BY HIRED AUTO PHYSICAL DAMAGE COVERAGE ALSO APPLIES TO "AUTOS" YOU COMMANDEER.

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Commercial Automobile Policy RENEWAL DECLARATION

POLICY NO. VFIS-CM-1010579-2/000
RENEWAL OF VFIS-CM-1010579-1

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POLICY PERIOD: From 01/13/2003 to 01/13/2004 AT 12:01 A.M. STANDARD TIME AT YOUR MAILING ADDRESS SHOWN ABOVE.

COVERED AUTOS SYMBOLS	COVERAGES	LIMITS THE MOST WE WILL PAY FOR ANY ONE ACCIDENT OR LOSS	PREMIUM
7 8	PHYSICAL DAMAGE: COLLISION COVERAGE	Agreed Value, Actual Cash Value or Cost of Repairs, whichever is less, minus Deductible for each covered auto (see item three).	\$ 3,308
	PHYSICAL DAMAGE: TOWING AND LABOR	\$ for each disablement of a private pass. auto	\$
		PREMIUM FOR ENDORSEMENTS ESTIMATED POLICY PREMIUM	\$ \$ 18,153

Policy is on a Annual installment plan

FORMS AND ENDORSEMENTS

APPLYING TO THIS COVERAGE PART AND MADE PART OF THIS POLICY AT TIME OF ISSUE:

- CA0001 (07-97) 1L0017 (11-98) CA2002 (12-93) AU1002 (03-00) AU1007 (10-97) CA2018 (12-93)
- CA9903 (07-97) CA2001 (07-97) AU1001 (03-00) AU1009 (03-00) AU1003 (03-00) AU1006 (01-96)
- VLCW01 (05-96) CA9948 (12-93) AU1005 (10-97) CA0267 (10-94) 1L0021 (04-98) CA0128 (05-94)
- CA2210 (10-02) CA2172 (07-94)

SEE ITEM THREE - SCHEDULE OF COVERED AUTOS YOU OWN



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Commercial Automobile Policy RENEWAL DECLARATION

POLICY NO. VFIS-CM-1010579-2/000
RENEWAL OF VFIS-CM-1010579-1

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POLICY PERIOD: From 01/13/2003 to 01/13/2004 AT 12:01 A.M. STANDARD TIME AT YOUR MAILING ADDRESS SHOWN ABOVE.
THE NAMED INSURED IS : OTHER BUSINESS DESCRIPTION : EMERGENCY SERVICE ORGANIZATION

IN RETURN FOR THE PAYMENT OF THE PREMIUM, AND SUBJECT TO ALL TERMS OF THIS POLICY, WE AGREE WITH YOU TO PROVIDE THE INSURANCE AS STATED IN THIS POLICY.

ITEM TWO-SCHEDULE OF COVERAGES AND COVERED AUTOS

This policy provides only those coverages where a charge is shown in the premium column below. Each of these coverages will apply only to those "autos" shown as covered "autos". "Autos" are shown as covered "autos" for a particular coverage by the entry of one or more symbols from the COVERED AUTO Section of the Business Auto Coverage Form next to the name of the coverage.

COVERED AUTOS SYMBOLS	COVERAGES	LIMITS THE MOST WE WILL PAY FOR ANY ONE ACCIDENT OR LOSS	PREMIUM
1	LIABILITY	\$ 1,000,000 EACH ACCIDENT MINUS \$ DED	\$ 10,541
5	PERSONAL INJURY PROTECTION - PIP (or equivalent No-Fault coverage)	Separately stated in each PIP endorsement	\$ 334
7	AUTO MEDICAL PAYMENTS	\$ 5,000 EACH PERSON	\$ 45
2	UNINSURED MOTORIST - UM BODILY INJURY-BI, COMBINED SINGLE LIMIT-CSL	(UNINSURED MOTORISTS STACKED COVERAGE LIMITS DO NOT APPLY) \$ 30,000 EACH ACCIDENT	\$ 432
7 8	PHYSICAL DAMAGE: COMPREHENSIVE COVERAGE	Agreed Value, Actual Cash Value or Cost of Repairs, whichever is less, minus Deductible for each covered auto (see item three) - no Ded. applies to loss caused by fire/lightning.	\$ 3,493
	PHYSICAL DAMAGE: SPECIFIED CAUSES OF LOSS COVERAGE	Agreed Value, Actual Cash Value or Cost of Repairs, whichever is less, minus \$25 Ded for each covered auto for loss caused by mischief or vandalism.	\$

LEE COUNTY BOARD OF COUNTY COMMISSIONERS

P.O. BOX 398

FORT MYERS, FLORIDA 33902-0398

INVOICE

APPLICATION FEE: \$250.00 -

**FOR: CERTIFICATE OF PUBLIC CONVENIENCE AND NECESSITY
AMBULANCE AND RESCUE SERVICE**

NAME: South Trail Fire Protection and Rescue Service District

**ADDRESS: 5531 Halifax Avenue Fort Myers Florida 33912
STREET/PO BOX CITY STATE ZIP**

**MAKE CHECKS PAYABLE TO: LEE COUNTY BOARD OF
COUNTY COMMISSIONERS**