

**Lee County Board Of County Commissioners
Agenda Item Summary**

Blue Sheet No. 20051179

- 1. ACTION REQUESTED/PURPOSE:** Execute Interlocal Agreement between Charlotte County and Lee County for Emergency Medical Services mutual aid.
- 2. WHAT ACTION ACCOMPLISHES:** Formalizes and defines each county's responsibilities and liabilities when responding to a mutual aid request.
- 3. MANAGEMENT RECOMMENDATION:** Staff recommends approval.

4. Departmental Category: 07 CTB		5. Meeting Date: 10-11-2005
6. Agenda:	7. Requirement/Purpose: (specify)	8. Request Initiated:
<input checked="" type="checkbox"/> Consent	<input type="checkbox"/> Statute	Commissioner _____
<input type="checkbox"/> Administrative	<input type="checkbox"/> Ordinance	Department _____
<input type="checkbox"/> Appeals	<input type="checkbox"/> Admin. Code	Division _____ Public Safety
<input type="checkbox"/> Public	<input checked="" type="checkbox"/> Other	By: John D. Wilson, Director
<input type="checkbox"/> Walk-On		FOR <i>Michael S. Budge</i>

9. Background:

Charlotte County and Lee County Emergency Medical Services recognize that in instances where medical emergencies occur and additional manpower is needed to bring the emergency under control or to aid in the rescue or treatment of persons, calling on a neighboring county for assistance is the most expeditious method of acquiring that assistance. This agreement defines Florida Statutes, Chapter 163 permits such agreements.

10. Review for Scheduling:

Department Director	Purchasing or Contracts	Human Resources	Other	County Attorney	Budget Services				County Manager/P.W. Director
					Analyst	Risk	Grants	Mgr.	
<i>[Signature]</i>	<i>[Signature]</i>			<i>[Signature]</i>	<i>[Signature]</i>	<i>[Signature]</i>	<i>[Signature]</i>	<i>[Signature]</i>	<i>[Signature]</i>

11. Commission Action:

- Approved
- Deferred
- Denied
- Other

RECEIVED
 3:50 PM
 Budget
 4:00 PM

RECEIVED BY COUNTY ADMIN: PM
 9-14-05
 4pm
 COUNTY ADMIN FORWARDED TO: *[Signature]*
 4:00 PM
 4:00 PM

**INTERLOCAL AGREEMENT BETWEEN CHARLOTTE COUNTY
AND LEE COUNTY FOR EMERGENCY MEDICAL SERVICES**

THIS INTERLOCAL AGREEMENT, hereinafter "Agreement", is made and entered into this ____ day of _____, 2005, by and between CHARLOTTE COUNTY, a political subdivision of the State of Florida, 18500 Murdock Circle, Port Charlotte, Florida 33948-1094 and LEE COUNTY, a political subdivision of the State of Florida, 2115 Second Street, Fort Myers, FL 33901.

WITNESSETH

WHEREAS, the parties are state licensed EMS providers and believe it is mutually advantageous and in the interest of the public health, safety and welfare of its citizens to enter into a mutual aid agreement in instances where medical emergencies occur and additional equipment and/or manpower is needed to bring the emergency under control or to aid in the rescue of persons; and

WHEREAS, this mutual aid shall include both ground Advanced Life Support (ALS) non-transport apparatus, ALS ambulances or ALS helicopters essential for the response to 911 emergencies and emergency inter-facility transports of critically ill or injured victims or persons with special needs in remote or otherwise inaccessible areas; and

WHEREAS, the parties believe that providing ALS helicopter service to Charlotte County will enhance response and transport times for critically ill or injured victims and is mutually advantageous and in the best interest of the public health, safety and welfare of its respective citizens; and

WHEREAS, Chapter 163, Florida Statutes, permits governmental units to enter into interlocal agreements to make the most efficient use of their powers by enabling them to cooperate with one another on a basis of mutual advantage; and

WHEREAS, the parties desire to enter into an Interlocal Agreement to define their respective responsibilities and liabilities in the event of a request for mutual aid from one of the parties hereto.

NOW THEREFORE, in consideration of the mutual terms, conditions and promises hereafter set forth, Charlotte County and Lee County agree as follows:

MUTUAL AID REQUESTS

I. In the event that a medical emergency occurs or exists within the territorial boundaries of Charlotte County or Lee County and a party to this Agreement requests additional equipment and/or manpower to be provided by the other party to this Agreement in order to bring the medical emergency under control, or to aid in the treatment or rescue of any person, the following provisions shall apply.

a. The Director of Lee County Fire/EMS and the Chief of Charlotte County Fire/EMS, or their designees, shall determine among themselves the operational procedures to be employed by their respective agencies in the implementation of a Mutual Aid response and shall instruct their respective Emergency 911 Dispatch Operators on the operational procedures for the routing of Mutual Aid responses to the requesting party. In the event Charlotte County wishes to utilize the Lee County Emergency Medical Services (EMS) ALS Helicopter it shall do so subject to the attached Helicopter Transport Procedures.

b. All requests for Mutual Aid pursuant to this Agreement shall include a statement of the amount and type of equipment needed and/or the number of personnel needed and shall specify the location and type of condition or situation to which the equipment and personnel shall be dispatched. The decision as to the amount and type of equipment and the number of personnel actually sent shall rest in the sole discretion of the responding agency.

c. Each party shall, if possible, respond to a request for Mutual Aid with the appropriate manpower and equipment, regardless of whether the site of the medical emergency lies outside the territorial borders of that party's jurisdiction, subject to weather conditions, mission commitment, crew availability and maintenance requirements.

II. In addition to the above, the following provisions shall apply to Mutual Aid Requests:

a. The terms "requesting party" or "requesting agency" as used in this Agreement shall mean the party requesting Mutual Aid in accordance with the terms of this Agreement, or the party within whose jurisdiction a medical emergency occurs. The terms "responding party" or "responding agency" shall mean the party or agency responding to a request for Mutual Aid located in the other party's jurisdiction in accordance with the terms of this Agreement,

b. The responding agency shall report to the person from the requesting agency, if any, who is in charge at the location to which the equipment and/or personnel are dispatched. Personnel of the responding agency shall obey any lawful order given by the person from the requesting agency who is in charge. The personnel and/or equipment of the responding agency shall be released by the requesting agency when the services of the responding agency are no longer required or when the personnel and/or equipment of the responding agency is needed in its own jurisdiction.

c. If the responding agency is unable to provide Mutual Aid to the requesting agency due to an emergency or other extenuating circumstances, then it shall not be deemed to be a violation of this Agreement. The determination of what constitutes an emergency or extenuating circumstances shall be determined solely by the Director or Chief of the responding agency or his/her designee. If the responding agency is unable to

render Mutual Aid, it shall promptly notify the requesting agency that it will be unable to aid in or respond to the requesting agency's emergency.

d. A responding agency under this Agreement shall bear the cost of any loss or damage to its own equipment and shall be solely responsible for any expenses incurred in the operation and maintenance of its equipment. The terms of this paragraph shall not be construed to prevent a responding agency from recovering those costs permissible under the law from any third party.

e. Each party shall be solely responsible for the compensation of its own employees at all times during this Agreement, including any amounts paid or due for compensation for personal injury or death which occurs while said employees are rendering aid pursuant to this Agreement.

f. Each agency will charge the patient serviced by said agency directly for any treatment or transport provided to the patient under the terms of this Agreement.

g. Neither party nor its employees shall have a claim against the other party arising from any aid provided pursuant to this Agreement. The parties agree that in the event of any litigation arising out of any alleged breach or non-performance of this Agreement, the venue for such litigation shall be in the county where the cause of said litigation arose.

h. Charlotte County and Lee County EMS representatives agree to establish mutually acceptable guidelines to conduct quality improvement review of clinical and operational procedures and further agree to provide mutually acceptable training procedures for their respective employees to assure dispatching procedures are followed and to provide for the safety of any employees working at or around the Lee County helicopter(s). Charlotte County agrees to use only trained personnel as landing zone controllers or when operating in or around the helicopter or landing zone.

i. In the event either party hereunder desires or is required to provide any notice to the other party, the party desiring or required to provide such notice shall provide it in writing, send it by certified mail, return receipt requested, postage prepaid, to the other party at the address listed below:

If to Charlotte County: County Administrator
18500 Murdock Circle
Port Charlotte, FL 33948

With a copy to: Dennis R. DiDio, Director/Fire Chief
Charlotte County Fire/EMS
22429 Edgewater Drive
Punta Gorda, FL 33980

If to Lee County: County Administrator
Lee County Administration Building
2115 Second Street
Fort Myers, FL 33901

With a copy to:
Director - Lee County Division of Public Safety
1825 Hendry Street, Third Floor
Fort Myers, FL 33901

j. Charlotte County and Lee County, as political subdivisions defined in Section 768.28, Florida Statutes, each agree to be fully responsible to the limits set forth in such statute for their own respective negligent acts or omissions, and agree to be liable to the statutory limits for any damages proximately caused by said acts or omissions. Nothing contained in this section shall be construed to be a waiver by either Charlotte County or Lee County of any protections under sovereign immunity, Section 768.28, Florida Statutes, or any other similar provision of law. Nothing contained herein shall be construed to be a consent by either Charlotte County or Lee County to be sued by third parties in any matter arising out of this or any other agreement.

k. This Agreement incorporates and includes all prior negotiations, correspondence, agreements or understandings between the parties, and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in this document.

l. No modification, amendment or alteration in the terms or conditions contained herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith.

m. In the event any provision of this Agreement shall be held invalid and unenforceable, the remaining provisions shall be valid and binding upon the parties. One or more waivers by either party of any breach of any provision, term, condition or covenant shall not be construed as a waiver of a subsequent breach by the other party.

n. The term of this Agreement shall begin after the last party has approved and signed this Agreement and it has been filed with the Clerk of the Circuit Court of each party's respective counties and shall automatically renew every year. This Agreement may be terminated, without cause and without penalty, by either party upon thirty (30) days' written notice to the other party.

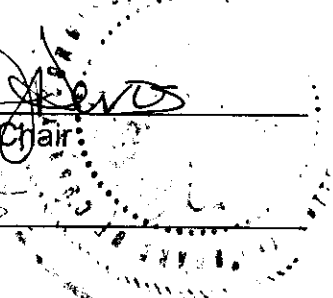
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IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date and year first above written.

BOARD OF COUNTY COMMISSIONERS
OF CHARLOTTE COUNTY, FLORIDA

By: Sara J. Devos
Sara J. Devos, Chair

Date: 8-9-05



APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

By: Janette S. Knowlton
Janette S. Knowlton
County Attorney, Charlotte County
05-311 dl

ATTEST:
Barbara T. Scott, Clerk of
Circuit Court and Ex-Officio
Clerk to the Board of County
Commissioners of Charlotte County

By: Barbara T. Scott
Deputy Clerk

BOARD OF COUNTY COMMISSIONERS
OF LEE COUNTY

By: _____
Douglas R. St. Cerny, Chairman

Date: _____

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

By: _____
David M. Owen
County Attorney, Lee County

ATTEST:
Clerk of Circuit Court and Ex-Officio
Clerk to the Board of County
Commissioners of Lee County

By: _____
Deputy Clerk