VOLUNTEER FIRE SERVICES AGREEMENT

THIS VOLUNTEER FIRE SERVICES AGREEMENT made and entered into this 5 day of September, 2007, by and between Leon County, Florida, a political subdivision of the State of Florida and Charter County hereinafter referred to as "the County" and Lake Jackson Volunteer Fire Department, hereinafter referred to as "the VFD".

RECITALS

WHEREAS, §401.435, Florida Statutes (2006), provides that "each first responder agency must take all reasonable efforts to enter into a memorandum of understanding with the emergency medical Services licensee within whose territory the agency operates in order to coordinate emergency medical services at an emergency scene"; and,

WHEREAS, the term "first responder agency" includes volunteer fire departments that render, as part of its routine functions, on-scene patient care before emergency medical technicians or paramedics arrive; and

WHEREAS, Rule 64 E-2.004, Florida Administrative Code, provides that each provider of basic life support services, as defined under Chapter 401 shall maintain on file for inspection and copying by the Department of Health, Bureau of Emergency Medical Services, its current contract for a medical director by which it employs or independently contracts with a physician qualified to be its medical director; and

WHEREAS, on March 31, 1988, the County entered into a Fire Services Agreement with the City of Tallahassee, for the purposes of obtaining services for fire protection and related services, including First-Response Basic Life Support Services, in the unincorporated area of the County; and

WHEREAS, in accordance with the Fire Services Agreement the City is required to provide the Volunteer Fire Departments managerial and organizational assistance; worker compensation coverage; volunteer fire-fighter certification training to all volunteer department personnel; and basic life support training to all volunteer fire-fighters; and

WHEREAS, in accordance with the Fire Services Agreement the City is required to make good faith efforts to establish mutual aid agreements with all current and proposed volunteer fire departments in the unincorporated area, recognized by Leon County, which agreement at a minimum include provisions for organizational capacity, chain of command, communications, dispatching, training and apparatus maintenance; and

WHEREAS, in the past, the County has entered into separate agreements with the Volunteer Fire Departments, recognizing same and providing for First Response Basic Life Support Medical Direction Services.

NOW, THEREFORE, in consideration of the foregoing recitals and the mutual covenants and promises hereinafter set forth and other good and valuable consideration, the sufficiency of which is hereby acknowledged by both parties, the parties do agree as follows:

1. DEFINITIONS.

"Basic Life Support" shall mean treatment of medical emergencies by a qualified person through the use of techniques such as patient assessment, CPR, splinting, obstetrical assistance, bandaging, administration of oxygen, application of medical anti-shock trousers, administration of sub-cutaneous injection using a pre-measured auto-injector of epinephrine to a person suffering an anaphylactic reaction, and other techniques described in the Emergency Medical Technician Basic Training Course Curriculum of the United States Department of Transportation.

"BLS-Certified" shall mean certified by Florida Department of Health to perform Basic Life Support pursuant to Chapter 401, Florida Statutes.

"Fire Services Agreement" shall mean a certain agreement entered into on March 31, 1988, by and between City of Tallahassee, a Florida municipal corporation and Leon County, Florida, a political subdivision of the State of Florida, for the provision of fire protection and related services in the unincorporated area of the County.

"First Response Medical Services" shall mean any emergency medical service which uses first-response Basic Life Support services provided by the Volunteer Fire Department under the Fire Services Agreement.

"Medical Director" shall mean the licensed emergency physician designated by the County to serve as the Medical Director with regard to the Leon County EMS program.

"Medical Protocol" shall mean any treatment-specific or problem-oriented written statement of standard procedure or algorithm, promulgated by the Medical Director as the medically appropriate standard of out-of-hospital care for a given clinical condition.

"Volunteer Fire-Fighter" shall mean those members of existing and future County approved volunteer fire-fighting organizations operating in the unincorporated area of the County, who are certified volunteer fire-fighters who have been trained to provide Basic Life Support services and who are BLS-Certified.

2. TERM.

The term of this Agreement shall commence on the date on which it has been executed by both parties, and shall end on September 30, 2007, subject to automatic annual renewal, unless earlier terminated pursuant to the provisions of this Agreement.

3. VFD OBLIGATIONS.

a. The VFD shall be incorporated as a not-for-profit corporation in the State of Florida and maintain that status pursuant to the requirements of the Division of Corporations, Florida Department of State and other applicable state law. The VFD shall have a governing body, designated officers, and a board of directors. The VFD shall act in accordance with the terms of the Mutual Aid Agreement between the VFD and the Tallahassee Fire Department (TFD), and the terms of this Agreement.

b. The VFD shall provide the County with copies of its Articles of Incorporation, corporate by-laws, organizational chart and all operational procedures.

c. The VFD shall require each individual member to abide by the terms of this Agreement. It shall be the responsibility of the VFD to ensure compliance of its members with this Agreement.

d. A map depicting the proposed response area for the VFD shall be prepared by the VFD and approved by the County. The VFD shall operate only in its designated response area, unless requested by the Tallahassee Fire Department to provide assistance in another response area or unless the VFD receives a request from a Fire Department outside Leon County, pursuant to a Mutual Aid Agreement with that other Department.

e. The VFD shall make available all of its records and reports for inspection by the County at all reasonable times, and the VFD shall provide, if so requested by the County, all information and reports within a reasonable period of time.

f. The VFD shall adhere to guidelines regarding fund raising as promulgated by the County.

g. The operating procedures of the VFD shall insure that the volunteer's duties and responsibilities are exercised in a competent and professional manner and shall include disciplinary procedures to address inappropriate conduct

h. The County may provide general liability insurance coverage for the authorized VFD's fire house and certain vehicles by procuring insurance coverage for the Leon County Volunteer Fire Services Joint Venture Agreement members. Membership in the Leon County Volunteer Fire Services Joint Venture Agreement will be necessary to receive insurance benefits. The VFD shall provide the necessary information to the County in order to enable the County to assess insurance needs. Regardless of the provision of insurance under this Agreement, the County shall in no way be responsible or liable for any acts or omissions of the VFD, its volunteers, officers, agents and employees nor any VFD property, apparatus or equipment, or the maintenance thereof.

i. The VFD shall establish and maintain a Mutual Aid Agreement with the City of Tallahassee and abide by all terms and conditions thereof.

j. Termination of this Agreement will result in the immediate suspension of coverage under any and all insurance policies which may then be in effect, to the extent of coverage provided by premiums paid by the County, and effectuate an immediate disqualification of such VFD as an entity with authority to respond to any emergency in Leon County.

k. Pursuant to the Mutual Aid Agreement entered into by the Tallahassee Fire Department and the VFD, the VFD must acquire vehicle and liability insurance. The County may provide financial assistance to the VFD in acquiring or retaining such coverage. Financial assistance may be limited by the County to the payment of a sum to be used for the partial payment of the insurance premiums.

4. PROVISION OF MEDICAL SERVICES.

a. The County agrees that throughout the term of this Agreement (including any extensions thereof), it will provide a Medical Director for the provision of First-Response Medical Services by the VFD, who will meet the requirements of, and will perform all duties and obligations required of a Medical Director under applicable law (including without limitation, Chapter 401, Florida Statutes). Specifically, the County shall provide a Medical Director, who is required to assume direct responsibility for the Medical Protocols of all BLS-Certified Volunteer Fire-Fighters, only to the extent that they are performing First-Response Medical Services.

b. The VFD agrees that all of its volunteer fire-fighters operating under the Fire Services Agreement who are providing First-Response Medical Services shall comply with all Medical Protocols approved by the Medical Director.

c. The VFD agrees to fully comply with the County's Continuous Quality Improvement Program, consistent with and pursuant to Rule 64E – 2.004, Florida Administrative Code, as may be amended from time to time.

5. INDEPENDENT CAPACITY OF VFD.

a. The VFD shall act in the capacity of an independent party and not as an officer, employee, or agent of Leon County. Neither the VFD nor its officers, agents, volunteers, employees, sub-contractors or assigns shall represent or hold themselves out to others that it is the authority defined as Leon County, Florida or employees or agents of the County.

b. The VFD agrees to takes such actions as are necessary to ensure that each volunteer of the VFD will not be considered or permitted to be an agent, servant, joint venturer or partner of Leon County.

c. It is agreed by the parties that, at all times and for all purposes within the scope of this Agreement, the relationship with the VFD to the County is that of an independent contractor or party and not that of an employee, agent or officer of the County. No

statement contained in this Agreement shall be construed so as to find that VFD or its volunteer fire-fighters are entitled to any of the rights, privileges or benefits of the County or the County's officers, agents or employees.

6. ASSIGNMENT.

Neither the County nor the VFD shall assign or transfer any interest in this Agreement without the prior written consent of the other Party.

7. CONFIDENTIALITY/BUSINESS ASSOCIATE PROVISIONS.

a. Obligations. The VFD shall carry out its obligations under this Agreement in full compliance with the privacy regulations pursuant to Public Law 104-191 of August 21, 1996, known as the Health Insurance Portability and Accountability Act of 1996, as amended (hereinafter "HIPAA"), to protect the privacy of any personally identifiable Protected Health Information ("PHI") that is collected, processed or learned as a result of the Provision of Services being provided under this Agreement. In conformity therewith, VFD agrees that it will:

1) Not use or further disclose PHI except as permitted under this Agreement or as required by law;
2) Use appropriate safeguards to prevent user disclosure of PHI except as permitted by this Agreement;
3) Mitigate, to the extent practical, any harmful effect that is known to VFD of use or disclosure of PHI by VFD in violation of this Agreement;
4) Report to the County any use or disclosure of PHI not provided for by this Agreement of which VFD becomes aware;
5) Ensure that any agents or subcontractors to whom VFD provides PHI, or who have access to PHI, agree to the same restrictions and conditions that apply to VFD with respect to such PHI under this Agreement;
6) Make PHI available to the County and to the individual as a right of access as required under HIPAA within 30 days of the request by the County regarding the individual;
7) Incorporate any amendments to PHI when notified to do so by the County;
8) Provide an accounting of all users or disclosures of PHI made by VFD as required under HIPAA privacy rule within 60 days;
9) Make their internal practices, books and records relating to the use and disclosure of PHI available to the Secretary of the Department of Health and Human Services for purposes of determining VFD's and the County's compliance with HIPAA; and at the termination of this Agreement, return or destroy all PHI received from, or created or received by VFD on behalf of the County, and if return is infeasible, the protections of this Agreement will extend to such PHI.

b. Termination: Notwithstanding any of the other provisions of this Agreement, the Agreement may be terminated by the County if the VFD has violated a term or provision of this section pertaining to the VFD's material obligations under HIPAA privacy rules, or if the VFD engages in conduct which would, if committed by Leon County, result in a violation of the HIPAA privacy rule by the County.

c. Return or Destruction of Health Information: Upon termination, cancellation, expiration, or other conclusion of this Agreement, the VFD, if feasible, shall return to Leon County or destroy all PHI and all health information, in whatever form or medium, including any electronic media under VFD's custody or control or which the VFD received from or on behalf of Leon County, including any copies of and any health information or compilation derived from and showing an identification of such PHI or such health information. The VFD shall complete such return or destruction as promptly as possible, but not later than 30 days after the effective date of the termination, cancellation, expiration or other conclusion of this Agreement. Within such 30-day period, the VFD shall certify under oath in writing to the County of such return or destruction has been completed or, if return or destruction is not feasible or lawful, a written justification explaining why such PHI could not be returned or destroyed.

d. Continuing Obligations: The VFD's obligation to protect PHI and health information received from or on behalf of the County or any other source shall be continuous and shall survive any termination, cancellation, expiration or other conclusion of this Agreement.

e. Response to Subpoenas: In the event that the VFD receives a subpoena or similar notice or request from any judicial, administrative or other party arising out of or in connection with this Agreement, including, but not limited to any unauthorized use or disclosure of PHI or any failure in the VFD's security measures, the VFD shall promptly forward a copy of such subpoena, notice or request to the County and afford the County the opportunity to be part of the decision making with regard to the subpoena, including, but not limited to, responding to the subpoena.

8. INDEMNIFICATION.

a. The VFD shall indemnify, defend, save and hold the County, its officials, officers, agents, and employees harmless from and against any and all claims, liability, losses, and/or causes of action or actions which may arise from any act or omission or willful misconduct of the VFD, its officers, officials, agents, volunteers and employees, whether intentional or unintentional. In such claims against the County arising under this Agreement, the County may, at its sole option defend itself or allow the VFD to provide such defense. This provision shall survive any termination or expiration of this Agreement.

b. The County agrees to pay the VFD the sum of ten dollars ($10.00) and other good and valuable consideration, as specified consideration for this indemnification provision,

the receipt and sufficiency of which is hereby accepted and acknowledged by both parties.

9. TERMINATION.

Either party may terminate this Agreement by giving the other party hereto thirty days written notice of termination. The County shall not be required to give the VFD such thirty-day written notice if, in the opinion of the County, the VFD is unable to perform its obligations hereunder or if in the County opinion, the VFD is acting in an unsatisfactory manner. In such case, the County may immediately terminate the Agreement by mailing notice of termination to the VFD.

10. CONSTRUCTION AND CONFLICT.

The validity, construction, and effect of this Agreement shall be governed by the laws of the State of Florida. The provisions of this Agreement shall supersede and take precedence over any conflicting provisions of any other Agreements between the parties now in effect.

11. VENUE.

Venue for all actions lying under this Agreement shall lie in Leon County, Florida.

12. SEVERABILITY.

If any of the provisions of this Agreement should be declared illegal, void, or unenforceable, the other provisions shall not be affected thereby, but shall remain in full force and effect.

13. ENTIRE AGREEMENT.

It is understood and agreed that this 9-page Agreement is the entire agreement between the parties and supersedes all prior oral agreements and negotiations between the parties relating to the subject matters contained herein.

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By signing this 9 -page Agreement, the Parties agree that they have read and agree to the entire Agreement.

In witness thereof, the Parties hereto have caused this Agreement to be executed this 5 day of September, 2007 by their undersigned officials as duly authorized.

LAKE JACKSON VOLUNTEER FIRE DEPARTMENT, INC.

By: Elmer Cosgrove
Elmer Cosgrove, President

Attested by: Phil McEl
Secretary

STATE OF FLORIDA
COUNTY OF LEON

The foregoing instrument was acknowledged before me this 5 day of Sept, 2007, by Elmer Cosgrove as President, for LAKE JACKSON VOLUNTEER FIRE DEPARTMENT, INC.

Signature of Notary Public, State of Florida

MICHAEL G. PAGE
MY COMMISSION # DD 632450
EXPIRES: March 3, 2011
Bonded Thru Notary Public Underwriters

Print, Type, or Stamp Commissioned Name of Notary Public

☑ Personally known

☐ Produced Identification

Type of Identification _____

LEON COUNTY, FLORIDA

BY: _____
C.E. DePuy, Jr., Chairman
Board of County Commissioners

ATTEST:
Bob Inzer, Clerk of the Court
Leon County, Florida

BY: _____

Approved as to Form:
Leon County Attorney's Office

BY: _____
Herbert W.A. Thiele, Esq.
County Attorney

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