

Lee County Board Of County Commissioners
Agenda Item Summary

Blue Sheet No. 20061659

1. ACTION REQUESTED/PURPOSE: 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.

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

3. MANAGEMENT RECOMMENDATION: Staff recommends approval.

4. Departmental Category: 07

C7B

5. Meeting Date: 01/09/07

6. Agenda:

- ☒ Consent
- ☐ Administrative
- ☐ Appeals
- ☐ Public
- ☐ Walk-On

7. Requirement/Purpose: (specify)

- ☐ Statute
- ☐ Ordinance
- ☐ Admin. Code
- ☒ Other

8. Request Initiated:

Commissioner

Department

Division Public Safety

By: John D. Wilson, Director

9. 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)

10. Review for Scheduling:

| Department Director | Purchasing or Contracts | Human Resources | Other | County Attorney | Budget Services | | | | County Manager/P.W. Director |
|---------------------|-------------------------|-----------------|-------|--------------------|-----------------|----------|----------|----------|------------------------------|
| <i>[Signature]</i> | <i>[Signature]</i> | | | <i>[Signature]</i> | Analyst | Risk | Grants | Reg. | <i>[Signature]</i> |
| 12/11/06 | 12/11/06 | | | 12/13/06 | 12/13/06 | 12/13/06 | 12/13/06 | 12/13/06 | 12-14-06 |

11. Commission Action:

- ☐ Approved
- ☐ Deferred
- ☐ Denied
- ☐ Other

| | |
|-------------------------------|-------------|
| RECEIVED BY COUNTY ADMIN: | <i>P</i> |
| 12/13 | <i>CA</i> |
| 8AM | |
| COUNTY ADMIN FORWARDED TO: | |
| 12/14 | <i>4:00</i> |
| | <i>PR</i> |

| |
|--------------------|
| Rec. by CoAtty |
| Date: 12/11/06 |
| Time: 3:35pm |
| Forwarded to: |
| <i>[Signature]</i> |

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.

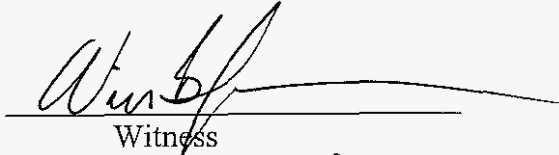
3. It shall be the duty of said District, upon the acceptance of the terms of this Certificate, to diligently and efficiently protect and save lives and authority is hereby granted to said District to do all things needful to such ends not inconsistent to Florida Law now in existence or which may change 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, 2007, to March 31, 2009, unless sooner forfeited or rescinded.


Witness


Chairman


Witness

ATTEST:
Charlie Green, Clerk

BOARD OF COUNTY COMMISSIONERS
OF LEE COUNTY, FLORIDA

By: _____
Deputy Clerk

By: _____
Chairman

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

12/12/96

| | | |
|---------------------------|---------------|-----------------|
| Governmental [X] | Private [] | Voluntary [] |
|---------------------------|---------------|-----------------|

| | | | | | |
|---------------|--------------|-----|--------------|-----|-------|
| TYPE: | | | | | |
| Transport | [] | ALS | [] | BLS | [] |
| Non-Transport | [X] | ALS | [X] | BLS | [] |
| Air-Medical | [] | ALS | [] | BLS | [] |

| |
|---------------------------------------|
| 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: John F. Anderson, II | | | |
| Address: 7151 Carousel Lane | Fort Myers | Florida | 33912 |
| Street/PO Box | City | State | Zip |

| | | | |
|---|------------|---------|-------|
| Name: Dale Deleacaes | | | |
| Address: 8940 Cypress Preserve Place | Fort Myers | Florida | 33912 |
| 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: Richard O. Neville | | | |
| Address: 5713 Sandpiper Place | Fort Myers | Florida | 33919 |
| Street/PO Box | City | State | Zip |

| | | | |
|---|------------|---------|-------|
| Name: Edwin C. Sokel, Jr. | | | |
| Address: 9330 White Hickory Lane | Fort Myers | Florida | 33912 |
| 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 service's medical director.

NUMBER AND TYPE OF RESPONSE/TRANSPORT VEHICLES

1. Four 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 33913**

| |
|--------------------------------------|
| SCHEDULE OF RATES FOR SERVICE |
|--------------------------------------|

None

| |
|---|
| MEDICAL DIRECTOR' S NAME AND LICENSE NUMBER(S) |
|---|

NAME: Michelle S. Nathan, M.D.

AUDIT CONTROL # 141713

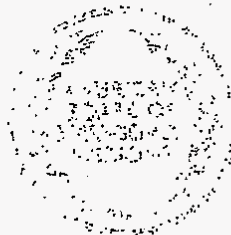
FILE # N/A

BOARD CERTIFICATION # 980996

Please see attached



AMERICAN BOARD OF EMERGENCY MEDICINE



Established for the Certification
of Emergency Physicians
Hereby Declares that

Michelle Seyedzadeh Nathan, M.D.

Has Successfully Fulfilled the
Requirements of this Board and
is Declared a Diplomate of the
American Board of Emergency Medicine
October 30, 2000 - December 31, 2010

President Robert S. Hockley

Secretary James F. Boehm MD

Certification Number 980996

STATE OF FLORIDA

DEPARTMENT OF HEALTH

DIVISION OF MEDICAL QUALITY ASSURANCE

| DATE | LICENSE NO. | CONTROL NO. |
|------------|-------------|-------------|
| 11/18/2004 | ME 91978 | 141713 |

I, **MEDICAL DOCTOR**

amined below has met all requirements of
 laws and rules of the state of Florida.

Signature: **JANUARY 31, 2007**

CHELCE SEYEDZADEH NATHAN
 34 ESPLANADE STREET
 SANTA SPRINGS, FL 34134

JEB BUSH
 GOVERNOR

JOHN O. ASWUNOBI, M.D., M.P.H., M.B.A.
 SECRETARY

DISPLAY IF REQUIRED BY LAW

| |
|---|
| CERTIFICATE OF INSURANCE-VEHICLE AND MALPRACTICE |
|---|

Please see attached

CERTIFICATE OF INSURANCE

ISSUE DATE (MM/DD/YY)

12/4/2006

PRODUCER

VFIS of Florida
One S. Ocean Blvd., #310
Boca Raton, FL 33432

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 & CONTRACT'S PROT. <input checked="" type="checkbox"/> Malpractice | VFIS-TR-0019269-5 | 1/13/06 | 1/13/07 | 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) | \$ 10,000 |
| | AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS <input type="checkbox"/> GARAGE LIABILITY | VFIS-CM-1010579-5 | 1/13/06 | 1/13/07 | 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-5006659-5 | 1/13/06 | 1/13/07 | <input checked="" type="checkbox"/> EACH OCCURRENCE | \$ 2,000,000 |
| | | | | | <input checked="" type="checkbox"/> AGGREGATE | \$ 4,000,000 |
| | | | | | | \$ |
| | WORKERS' COMPENSATION AND EMPLOYER'S LIABILITY | | | | STATUTORY LIMITS | \$ |
| | | | | | EACH ACCIDENT | \$ |
| | | | | | DISEASE POLICY LIMIT | \$ |
| | | | | | DISEASE-EACH EMP. | \$ |
| | OTHER | | | | | |

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS

Lee County Board of County Commissioners is an additional insured.

CERTIFICATE HOLDER

Lee County Board of County Commissioners
PO 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





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 Automobile Policy

RENEWAL DECLARATION

POLICY NO. VFIS-CM-1010579-5/000

RENEWAL OF VFIS-CM-1010579-4

NAMED INSURED AND MAILING ADDRESS

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

AGENCY AND MAILING ADDRESS

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

POLICY PERIOD: From 01/13/2006 to 01/13/2007 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 | \$ 7,317 |
| 5 | PERSONAL INJURY PROTECTION - PIP (or equivalent No-Fault coverage) | Separately stated in each PIP endorsement | \$ 600 |
| 7 | AUTO MEDICAL PAYMENTS | \$ 5,000 EACH PERSON | \$ 86 |
| 2 | UNINSURED MOTORIST - UM BODILY INJURY-BI, COMBINED SINGLE LIMIT-CSL | (UNINSURED MOTORISTS STACKED COVERAGE LIMITS DO NOT APPLY) \$ 30,000 EACH ACCIDENT | \$ 1,307 |
| 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. | \$ 2,565 |
| | 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. | \$ |
| | | | |

INSURED COPY



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 Automobile Policy RENEWAL DECLARATION

POLICY NO. VFIS-CM-1010579-5/000
RENEWAL OF VFIS-CM-1010579-4

NAMED INSURED AND MAILING ADDRESS

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

AGENCY AND MAILING ADDRESS

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

POLICY PERIOD: From 01/13/2006 to 01/13/2007 AT 12:01 A.M. STANDARD TIME AT YOUR MAILING ADDRESS SHOWN ABOVE.

Commercial Auto Forms

This coverage part consists of the following forms:

| Form Number | Description |
|----------------|--|
| IL0017 (11-98) | COMMON POLICY CONDITIONS |
| CA2002 (12-93) | SOUND REC. EQUIP. COVER.-FIRE,POLICE & EMERG. VEH. |
| CA9903 (07-97) | AUTO MEDICAL PAYMENTS COVERAGE |
| AU1002 (03-00) | AGREED VALUE ENDORSEMENT |
| AU1007 (10-97) | COMMANDEERED AUTO DEFINITION ENDT |
| CA2018 (12-93) | PROFESSIONAL SERVICES NOT COVERED |
| AU1001 (03-00) | ESO AUTO PHYSICAL DAMAGE COVERAGE ENDORSEMENT |
| AU1009 (03-00) | INCIDENTAL GARAGE OPERATIONS |
| AU1003 (03-00) | PUBLIC ENTITY OR ESO AUTO LIABILITY COVERAGE END |
| AU1006 (01-96) | CARE, CUSTODY OR CONTROL EXCLUSION END. |
| VLCW01 (05-96) | SIGNATURE ENDORSEMENT |
| AU1005 (10-97) | WAIVER OF GOVTL OR CHARTABLE IMMUNITY ENDT-PROP DA |
| CA0267 (10-94) | FLORIDA CHANGES - CANCELLATION AND NONRENEWAL |
| CA2172 (04-01) | FLORIDA UNINSURED MOTORISTS COVERAGE - NON-STACKED |
| CA0001 (10-01) | BUSINESS AUTO COVERAGE FORM |
| CA0128 (02-03) | FLORIDA CHANGES |
| CA2210 (07-04) | FLORIDA PERSONAL INJURY PROTECTION |
| CA2356 (11-02) | CAP ON LOSSES FROM CERTIFIED ACTS OF TERRORISM |
| CA9948 (09-02) | POLLUTION LIABILITY-BROADENED COVERAGE FOR COVERED |
| IL0021 (07-02) | NUCLEAR ENERGY LIABILITY EXCLUSION ENDORSEMENT |

See Item THREE - Schedule of Covered Autos You Own

INSURED COPY



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STATUTORY HOME OFFICE
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-1010579-5/000
RENEWAL OF VFIS-CM-1010579-4

NAMED INSURED AND MAILING ADDRESS

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

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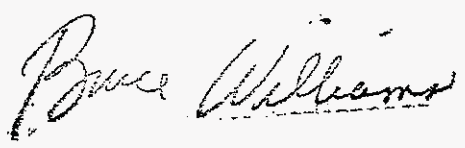
POLICY PERIOD: From 01/13/2006 to 01/13/2007 AT 12:01 A.M. STANDARD TIME AT YOUR MAILING ADDRESS SHOWN ABOVE.

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 | 79 | \$ 183 |
| Extended Coverage | | | \$ 46 |
| | | TOTAL PREMIUM | \$ 229 |

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: _____ DATE: _____ BY: 

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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

General Liability RENEWAL DECLARATION

POLICY NO. VFIS-TR-0019269-5/000
RENEWAL OF VFIS-TR-0019269-4

NAMED INSURED AND MAILING ADDRESS

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

AGENCY AND MAILING ADDRESS

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

POLICY PERIOD: From 01/13/2006 to 01/13/2007 AT 12:01 A.M. STANDARD TIME AT YOUR MAILING ADDRESS SHOWN ABOVE.

Limits of Insurance

| | |
|---|-------------|
| Each Occurrence or Medical Incident Limit | \$1,000,000 |
| Medical Expense | \$10,000 |
| Personal and Advertising Injury | \$1,000,000 |
| General Aggregate | \$3,000,000 |
| Products - Completed Operations Aggregate | \$3,000,000 |

Products - Completed Operations are subject to the General
Aggregate limit unless indicated otherwise for a classification below

FIGA Surcharge

ESTIMATED COVERAGE PART PREMIUM \$10,767



EMERGENCY SERVICE ORGANIZATION GENERAL LIABILITY COVERAGE FORM

Various provisions in this policy restrict coverage. Read the entire policy carefully to determine rights, duties and what is and is not covered.

Throughout this coverage part the words "you" and "your" refer to the Named Insured shown in the Declarations, and any other person or organization qualifying as a Named Insured under this coverage part. The words "we", "us" and "our" refer to the company providing this insurance. The word "insured" means any person or organization qualifying as such under **SECTION II. WHO IS AN INSURED.**

Other words and phrases that appear in quotation marks have special meaning. Refer to **SECTION V. DEFINITIONS.**

SECTION I. COVERAGES

Coverage A. Bodily Injury and Property Damage Liability

1. Insuring Agreement

- a. We will pay those sums that the insured becomes legally obligated to pay as damages because of "bodily injury" or "property damage" to which this insurance applies. We will have the right and duty to defend the insured against any "suit" seeking those damages. However, we will have no duty to defend the insured against any "suit" seeking damages for "bodily injury" or "property damage" to which this insurance does not apply. 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 **SECTION III. LIMITS OF INSURANCE**; 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 under **COVERAGES A, B or C** or medical expenses under **COVERAGE D.**

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under **SUPPLEMENTARY PAYMENTS – COVERAGES A, B AND C.**

- b. This insurance applies to "bodily injury" and "property damage" only if:
- (1) The "bodily injury" or "property damage" is caused by an "occurrence" that takes place in the "coverage territory";
 - (2) The "bodily injury" or "property damage" occurs during the policy period; and
 - (3) Prior to the policy period, no officer, director, commissioner or trustee, and no volunteer or "employee" authorized by you to give or receive notice of an "occurrence" or claim, knew or had reason to know that the "bodily injury" or "property damage" had occurred, in whole or in part. If any such persons knew or had reason to know, prior to the policy period, that the "bodily injury" or "property damage" occurred in whole or in part, then any continuation, change or resumption of such "bodily injury" or "property damage" during or after the policy period will be deemed to have been known to have occurred prior to the policy period.
- c. "Bodily injury" or "property damage" which occurs during the policy period and was not, prior to the policy period, known to have occurred by any insured listed in paragraph b.(3) above, includes any continuation, change or resumption of that "bodily injury" or "property damage" after the end of the policy period.

e. Pollution

Any injury, damage, expense, cost, loss, liability or legal obligation arising out of or in any way related to pollution, however caused. Pollution includes the actual, alleged, or potential presence in or introduction into the environment of any substance if such substance has, or is alleged to have, the effect of making the environment impure, harmful or dangerous. Environment includes any air, land, structure (or the air therein), watercourse or other body of water, including underground water. This exclusion does not apply to:

- (1) "Emergency operations" conducted away from premises owned by or rented to you or any fire department, hazardous materials unit, first aid squad, ambulance squad or rescue squad qualifying as an insured under this coverage part; or
- (2) "Training operations"; or
- (3) Water runoff from the cleaning of equipment used in "emergency operations"; or
- (4) "Bodily injury" if sustained within a building and caused by smoke, fumes, vapor or soot from equipment used to heat that building; or
- (5) "Bodily injury" or "property damage" caused by heat, smoke or fumes from a "hostile fire":
 - (a) At or from premises you own, rent or occupy; or
 - (b) At or from any site or "location" in connection with operations described in (1), (2) or (3) above.

f. Asbestos

Any injury, damage, expense, cost, loss, liability or legal obligation arising out of or in any way related to asbestos or asbestos-containing materials, or exposure thereto, or for the costs of abatement, mitigation, removal, elimination or disposal of any of them. This exclusion does not apply to:

- (1) "Bodily injury" or "property damage" arising from; or
- (2) The costs of abatement, removal or disposal of:
asbestos released as a result of "emergency operations" or "training operations" away from premises which are either owned by, rented to, or occupied by any insured.

g. Lead, Electromagnetic Radiation, Nuclear

- (1) Any injury, damage, expense, cost, loss, liability or legal obligation arising out of or in any way related to:
 - (a) The toxic properties of lead, or any material or substance containing lead; or
 - (b) Electromagnetic radiation;
or exposure thereto, or for the costs of abatement, mitigation, removal, elimination or disposal of any of them.
- (2) Any loss, cost or expense arising out of any actual, alleged or threatened injury or damage to any person or property from any radioactive matter or nuclear material.

h. Aircraft, Auto or Watercraft

"Bodily injury" or "property damage" 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 or unloading". This exclusion does not apply to:

- (1) A watercraft while ashore on premises you own or rent;
- (2) A watercraft you do not own that is not being used to carry persons or property for a charge;
- (3) Liability assumed under any "insured contract" for the ownership, maintenance or use of aircraft or watercraft;
- (4) "Bodily injury" or "property damage" arising out of the operation of any of the equipment listed in paragraph f.(2) or f.(3) of the definition of "mobile equipment"; or
- (5) A watercraft you own that is:
 - (a) Powered by a motor or combination of motors of 100 horsepower or less; or
 - (b) Not powered by a motor; or
 - (c) A "personal watercraft".

m. **Sexual Abuse**

"Bodily injury" arising out of the "sexual abuse" of any person. However, this exclusion shall not apply to the Named Insured if no officer, director, commissioner or trustee of the Named Insured knew or had reason to know of the "sexual abuse". Also, we will defend an insured for covered civil action subject to the other terms of this coverage part until either a judgment or final adjudication establishes such an act, or the insured confirms such act.

n. **Professional Health Care Services**

Damages arising or allegedly arising out of providing or failing to provide "professional health care services".

o. **Employment Practices**

"Bodily injury" or "property damage" arising out of your "employment practices".

p. **Product Recall**

Damages claimed for any loss, cost or expense incurred by you or others for the loss of use, withdrawal, recall, inspection, repair, replacement, adjustment, removal or disposal of:

(1) "Your product";

(2) "Your work"; or

(3) "Impaired property";

if such product, work, or property is withdrawn or recalled from the market or from use by any person or organization because of a known or suspected defect, deficiency, inadequacy or dangerous condition in it.

Exclusions c. through p. 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 or Medical Incident Limit shown in the Declarations will apply to this coverage.

Coverage B. Personal and Advertising Injury Liability

1. Insuring Agreement

- a. We will pay those sums that the insured becomes legally obligated to pay as damages because of "personal and advertising injury" to which this insurance applies. We will have the right and duty to defend the insured against any "suit" seeking those damages. However, we will have no duty to defend the insured against any "suit" seeking damages for "personal and advertising injury" to which this insurance does not apply. We may, at our discretion, investigate any offense and settle any claim or "suit" that may result. But:

(1) The amount we will pay for damages is limited as described in **SECTION III – LIMITS OF INSURANCE**; 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 under **COVERAGES A, B or C** or medical expenses under **COVERAGE D**.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under **SUPPLEMENTARY PAYMENTS – COVERAGES A, B AND C**.

- b. This insurance applies to "personal and advertising injury" caused by an offense arising out of your business but only if the offense was committed in the "coverage territory" during the policy period.

2. Exclusions Applicable to Coverage B

This insurance does not apply to:

- a. **Knowing Violation of the Rights of Another**

n. **Lead, Electromagnetic Radiation, Nuclear**

- (1) Any injury, expense, cost, loss, liability or legal obligation arising out of or in any way related to:
- (a) The toxic properties of lead, or any material or substance containing lead; or
 - (b) Electromagnetic radiation;
- or exposure thereto, or for the costs of abatement, mitigation, removal, elimination or disposal of any of them.
- (2) Any loss, cost or expense arising out of any actual, alleged or threatened injury to any person or property from any radioactive matter or nuclear material.

o. **War**

"Personal and advertising injury", however caused, arising directly or indirectly out of:

- (1) War, including undeclared or civil war; or
- (2) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
- (3) Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

p. **Sexual Abuse**

"Personal and advertising injury" arising out of the "sexual abuse" of any person.

Coverage C. 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 a "medical incident". We will have the right and duty to defend any claim or "suit" seeking those damages. We may at our discretion investigate any "medical incident" and settle any claim or "suit" that may result. But:

- (1) The amount we will pay for damages is limited as described in **SECTION III. LIMITS OF INSURANCE**; 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 – COVERAGES A, B AND C** or medical expenses under **COVERAGE D**.

- b. This insurance applies only if the damages are caused by a "medical incident" that takes place:

- (1) During the policy period; and
- (2) In the "coverage territory".

2. Exclusions Applicable to Coverage C

All exclusions under **COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY** apply to this **COVERAGE C**, except that exclusion n. **Professional Health Care Services** under **COVERAGE A** shall not apply.

All exclusions under **COVERAGE B. PERSONAL AND ADVERTISING INJURY LIABILITY** apply to this **COVERAGE C**, except that exclusion k. **Professional Health Care Services** under **COVERAGE B** shall not apply.

In addition, this insurance does not apply to:

g. Professional Health Care Services

To any person for "professional health care services" provided by you.

h. Coverage A

Excluded under **COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY.**

Supplementary Payments – Coverages A, B and C

1. We will pay, with respect to any claim we investigate or settle, or any "suit" against an insured we defend:
 - a. All expenses we incur.
 - b. Up to \$250 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability coverage applies. We do not have to furnish these bonds.
 - c. The cost of bonds to release attachments, but only for bond amounts within the applicable limit of insurance. We do not have to furnish these bonds.
 - d. 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.
 - e. All costs taxed against the insured in the "suit".
 - f. Prejudgment interest awarded against the insured on that part of the judgment we pay. If we make an offer to pay the applicable limit of insurance, we will not pay any prejudgment interest based on that period of time after the offer.
 - g. All interest on the full amount of any judgment that accrues after entry of the judgment and before we have paid, offered to pay, or deposited in court the part of the judgment that is within the applicable limit of insurance.

These payments will not reduce the limits of insurance.

2. If we defend an insured against a "suit" and an indemnitee of the insured is also named as a party to the "suit", we will defend that indemnitee if all of the following conditions are met:
 - a. The "suit" against the indemnitee seeks damages for which the insured has assumed the liability of the indemnitee in a contract or agreement that is an "insured contract";
 - b. This insurance applies to such liability assumed by the insured;
 - c. The obligation to defend, or the cost of the defense of, that indemnitee, has also been assumed by the insured in the same "insured contract";
 - d. The allegations in the "suit" and the information we know about the "occurrence" are such that no conflict appears to exist between the interests of the insured and the interests of the indemnitee;
 - e. The indemnitee and the insured ask us to conduct and control the defense of that indemnitee against such "suit" and agree that we can assign the same counsel to defend the insured and the indemnitee; and
 - f. The indemnitee:
 - (1) Agrees in writing to:
 - (a) Cooperate with us in the investigation, settlement or defense of the "suit";
 - (b) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the "suit";
 - (c) Notify any other insurer whose coverage is available to the indemnitee; and
 - (d) Cooperate with us with respect to coordinating other applicable insurance available to the indemnitee; and
 - (2) Provides us with written authorization to:
 - (a) Obtain records and other information related to the "suit"; and
 - (b) Conduct and control the defense of the indemnitee in such "suit".

4. **New Organizations.** Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, and over which you maintain ownership or majority interest, will qualify as a Named Insured if there is no other similar insurance available to that organization. However:
- a. Coverage under this provision is afforded only until the 90th day after you acquire or form the organization or the end of the policy period, whichever is earlier;
 - b. **COVERAGE A** does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization;
 - c. **COVERAGE B** does not apply to "personal and advertising injury" arising out of an offense committed before you acquired or formed the organization; and
 - d. **COVERAGE C** does not apply to a "medical incident" that took place before you acquired or formed the organization.

No person or organization is an insured with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a Named Insured in the Declarations.

SECTION III. LIMITS OF INSURANCE

1. The Limits of Insurance shown in the Declarations and the rules below fix the most we will pay regardless of the number of:
 - a. Insureds;
 - b. Claims made or "suits" brought; or
 - c. Persons or organizations making claims or bringing "suits".
2. The General Aggregate Limit is the most we will pay for the sum of:
 - a. Medical expenses under **COVERAGE D**;
 - b. Damages under **COVERAGE A**, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard";
 - c. Damages under **COVERAGE B**; and
 - d. Damages under **COVERAGE C**;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.
4. Subject to 2. above, the Personal and Advertising Injury Limit is the most we will pay under **COVERAGE B** for the sum of all damages because of all "personal and advertising injury" sustained by any one person or organization.
5. Subject to 2. or 3. above, whichever applies, the Each Occurrence or Medical Incident Limit is the most we will pay for the sum of:
 - a. Damages under **COVERAGES A and C**; and
 - b. Medical expenses under **COVERAGE D**;because of all "bodily injury" and "property damage" arising out of any one "occurrence" and all damages arising out of any one "medical incident".
6. Subject to 5. above, the Each Occurrence or Medical Incident Limit is the most we will pay under **COVERAGE A** for damages because of "property damage" to any one premises, while rented to you, or in the case of damage by fire, while rented to you or temporarily occupied by you with permission of the owner.
7. Subject to 5. above, the Medical Expense Limit is the most we will pay under **COVERAGE D** for all medical expenses because of "bodily injury" sustained by any one person.

3. Legal Action Against Us

No person or organization has a right under this coverage part:

- a. To join us as a party or otherwise bring us into a "suit" asking for damages from an insured; or
- b. To sue us on this coverage part unless all of its terms have been fully complied with.

A person or organization may sue us to recover on an agreed settlement or on a final judgment against an insured; but we will not be liable for damages that are not payable under the terms of this coverage part or that are in excess of the applicable limit of insurance. An agreed settlement means a settlement and release of liability signed by us, the insured and the claimant or the claimant's legal representative.

4. Other Insurance

If other valid and collectible insurance is available to the insured volunteer, "employee", elected or appointed officer, director, commissioner, trustee, medical director or owner of commandeered equipment for a loss we cover under **COVERAGES A, B or C** of this form, our insurance is primary, with no consideration or contribution with other insurance, except with respect to any medical malpractice liability insurance 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 liability insurance, our insurance is excess over that coverage.

If other valid and collectible insurance is available to the insured, other than volunteers, "employees", elected or appointed officers, directors, commissioners, trustees, medical directors or owners of commandeered equipment, for a loss we cover under **COVERAGES A, B or C** of this form, our obligations are limited as follows:

a. Primary Insurance

This insurance is primary except when b. below applies. If this insurance is primary, our obligations are not affected unless any of the other insurance is also primary. Then, we will share with all that other insurance by the method described in c. below.

b. Excess Insurance

This insurance is excess over:

- (1) Any of the other insurance, whether primary, excess, contingent or on any other basis:

- (a) That is fire, extended coverage, builder's risk, installation risk or similar coverage for "your work";
- (b) That is fire insurance for premises rented to you or temporarily occupied by you with permission of the owner;
- (c) That is insurance purchased by you to cover your liability as a tenant for "property damage" to premises rented to you or temporarily occupied by you with permission of the owner;
- (d) That is insurance covering your liability for "bodily injury" or "property damage" arising out of the providing, serving or selling of alcoholic beverages to others;
- (e) That is insurance covering your liability for "bodily injury" or "property damage" arising out of the igniting or discharging of fireworks, including but not limited to firecrackers, aerial or ground displays, in conjunction with any demonstration or show conducted or sponsored by you. However, this coverage shall not be excess should the "bodily injury" or "property damage" result from an emergency response you provide in response to an emergency arising out of fireworks; or
- (f) If the loss arises out of the maintenance or use of aircraft or watercraft to the extent not subject to exclusion h. of **COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY**.

- (2) Any other primary insurance, including pools or self-insurance, covering your liability for damages arising out of the premises or operations for which you have been added as an additional insured.

SECTION V. DEFINITIONS

1. "Advertisement" means a notice that is broadcast or published to the general public or specific market segments about your goods, products or services for the purpose of attracting customers or supporters.
2. "Auto" means a land motor vehicle, trailer or semitrailer designed for travel on public roads, including any attached machinery or equipment. But "auto" does not include "mobile equipment".
3. "Bodily injury" means bodily injury, sickness or disease sustained by a person, including death resulting from any of these at any time.
4. "Coverage territory" means:
 - a. The United States of America (including its territories and possessions), Puerto Rico and Canada;
 - b. International waters or airspace, provided the injury or damage does not occur in the course of travel or transportation to or from any place not included in a. above; or
 - c. All other parts of the world if:
 - (1) The injury or damage arises out of:
 - (a) Goods or products made or sold by you in the territory described in a. above; or
 - (b) The activities of a person whose home is in the territory described in a. above, but is away for a short time on your business; and
 - (2) The insured's responsibility to pay damages is determined in a "suit" on the merits, in the territory described in a. above or in a settlement we agree to.
5. "Emergency operations" means actions:
 - a. Which are urgent responses for protection of property, human life, health or safety; and
 - b. Which result from the performing or attempting to perform firefighting services, hazardous materials unit services, first aid, ambulance or rescue squad services, or related services, including the stabilizing or securing of an emergency scene; and
 - c. Which are sanctioned by:
 - (1) A fire department, hazardous materials unit, or first aid, ambulance or rescue squad qualifying as an insured under this coverage part; or
 - (2) An officer, volunteer member or "employee" of such organization.
6. "Employee" includes a "leased worker". "Employee" does not include a "temporary worker".
7. "Employment practices" means an actual or alleged improper employment related practice, policy, act or omission involving an actual, prospective, or former volunteer or "employee", including:
 - a. Failing to hire or refusing to hire;
 - b. Wrongful dismissal, discharge, or termination of employment or membership, whether actual or constructive;
 - c. Wrongful deprivation of a career opportunity, or failure to promote;
 - d. Wrongful discipline of volunteers or "employees";
 - e. Negligent evaluation of volunteers or "employees";
 - f. Retaliation against volunteers or "employees" for the exercise of any legally protected right or for engaging in any legally protected activity;
 - g. Failure to adopt adequate workplace or employment-related policies and procedures;
 - h. Harassment, including "sexual harassment"; or
 - i. Violation of any federal, state or local laws (whether common law or statutory) concerning employment or discrimination in employment.
8. "Hostile fire" means one which becomes uncontrollable or breaks out from where it was intended to be.

14. "Medical incident" means any act, error or omission in the rendering of or failure to render "professional health care services" by you or by anyone for whose "professional health care services" you are legally responsible. Any such act, error or omission, together with all related acts, errors or omissions in the furnishing of such services to any one person, shall be considered one "medical incident".
15. "Mobile equipment" means any of the following types of land vehicles, including any attached machinery or equipment:
- a. Bulldozers, farm machinery, forklifts and other vehicles designed for use principally off public roads;
 - b. Vehicles maintained for use solely on or next to premises you own or rent;
 - c. Vehicles that travel on crawler treads;
 - d. Vehicles, whether self-propelled or not, maintained primarily to provide mobility to permanently mounted:
 - (1) Power cranes, shovels, loaders, diggers or drills; or
 - (2) Road construction or resurfacing equipment such as graders, scrapers or rollers;
 - e. Vehicles not described in a., b., c. or d. above that are not self-propelled and are maintained primarily to provide mobility to permanently attached equipment of the following types:
 - (1) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment; or
 - (2) Cherry pickers and similar devices used to raise or lower workers;
 - f. Vehicles not described in a., b., c. or d. above maintained primarily for purposes other than the transportation of persons or cargo.

However, self-propelled vehicles with the following types of permanently attached equipment are not "mobile equipment" but will be considered "autos":

- (1) Equipment designed primarily for:
 - (a) Snow removal;
 - (b) Road maintenance, but not construction or resurfacing; or
 - (c) Street cleaning;
- (2) Cherry pickers and similar devices mounted on automobile or truck chassis and used to raise or lower workers; and
- (3) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment.

16. "Occurrence" means an accident, including continuous or repeated exposure to substantially the same general harmful conditions.
17. "Personal and advertising injury" means injury, including consequential "bodily injury", arising out of one or more of the following offenses:
- a. False arrest, detention or imprisonment;
 - b. Malicious prosecution;
 - c. The wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of a room, dwelling or premises that a person occupies, or any other interference with real property rights;
 - d. Oral or written publication in any manner of material that slanders or libels a person or organization or disparages a person's or organization's goods, products or services;
 - e. Oral or written publication in any manner of material that violates a person's right of privacy;
 - f. The use of another's advertising idea in your "advertisement"; or
 - g. Infringing upon another's copyright, trade dress or slogan in your "advertisement".
18. "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.

- b. The above conduct when such conduct has the purpose or effect of unreasonably interfering with a person's work performance or creating an intimidating, hostile or offensive work environment.
24. "Suit" means a civil proceeding in which damages because of "bodily injury", "property damage", "personal and advertising injury", or injury arising out of a "medical incident" to which this insurance applies are alleged. "Suit" includes:
- a. An arbitration proceeding in which such damages are claimed and to which the insured must submit or does submit with our consent; or
 - b. Any other alternative dispute resolution proceeding in which such damages are claimed and to which the insured submits with our consent.
- But "suit" does not mean any ethical conduct review or enforcement action, or disciplinary review or enforcement action.
25. "Temporary worker" means a person who is furnished to you to substitute for a permanent "employee" on leave or to meet seasonal or short-term workload conditions.
26. "Training operations" means activities used to prepare, train, or instruct members of a fire department, hazardous materials unit, or a first aid, ambulance or rescue squad in accepted and recognized emergency procedures, including municipal, state and federal standards.
27. "Your product" means:
- a. Any goods or products, other than real property, manufactured, sold, handled, distributed or disposed of by:
 - (1) You;
 - (2) Others trading under your name; or
 - (3) A person or organization whose business or assets you have acquired; and
 - b. Containers (other than vehicles), materials, parts or equipment furnished in connection with such goods or products.
- "Your product" includes:
- (a) Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "your product"; and
 - (b) The providing of or failure to provide warnings or instructions.
- "Your product" does not include vending machines or other property rented to or located for the use of others but not sold.
28. "Your work" means:
- a. Work or operations performed by you or on your behalf; and
 - b. Materials, parts or equipment furnished in connection with such work or operations.
- "Your work" includes:
- (1) Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "your work"; and
 - (2) The providing of or failure to provide warnings or instructions.

LEE COUNTY BOARD OF COUNTY COMMISSIONERS

P.O. BOX 398

FORT MYERS, FLORIDA 33902-0398

I N V O I C E

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**