

Memorandum of Understanding
For Mutual Aid Between
Lee County Emergency Medical Services
And
Hendry County Emergency Services

THIS MEMORANDUM OF UNDERSTANDING made and entered into this 8th day of November, 2005 by and between Hendry County, a political subdivision of the State of Florida and Lee County, a political subdivision of the State of Florida.

WHEREAS, Hendry County and Lee County, are State licensed EMS providers who, by geographically contiguous borders will agree through this document to provide automatic mutual aid in the event either agency deems it necessary to ensure the health safety and welfare of their residents or visitors; and

WHEREAS, this includes both ground Advanced Life Support (ALS) non-transport apparatus, ALS ambulances or ALS helicopters essential for the response to 9-1-1 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, critically ill or injured victims require rapid transport to the most appropriate medical facility; and,

WHEREAS, both Counties find that providing response of an ALS helicopter to Hendry County will enhance response and transport times for critically ill or injured victims.

NOW THEREFORE, Lee County and Hendry County hereby agree to the following:

1. **Applicability.** This Memorandum of Understanding applies to victims or incidents within Hendry County that meet Lee County Helicopter Transport Procedures (Attachment 1), or to victims that are geographically closer to units from the other county.
2. **Availability.** Lee County and Hendry County agree that permitted ambulance or helicopter response will be subject to weather conditions, mission commitment, crew availability and maintenance requirements.
3. **Procedures.** Both counties will use their Emergency Dispatch Center's policies and procedures for requesting mutual aid resources. Hendry County will utilize Lee County EMS' Helicopter Transport procedures as guidelines for the effective use of the Lee County EMS ALS helicopter.
4. **Fees.** Each service will charge the patient directly for the treatment or transports provided during the mutual aid response.

5. **Quality Improvement.** Hendry County Emergency Service and Lee County EMS representatives will establish a quality improvement review of clinical and operational applicability of use. Said procedures must be mutually acceptable to both service's Medical Directors.
6. **Inter-Facility Transfer Operational Procedures.** Inter-Facility Transfers will be reviewed by the on-duty Lee County EMS Shift Commander prior to dispatching the ambulance or aircraft.
7. **Training.** Lee and Hendry County will provide mutually acceptable training and procedures to assure dispatching procedures are followed and to enhance safety of persons working around the Lee County helicopter(s). Hendry County will assure that no untrained personnel act as landing zone (LZ) controller, operate within the landing zone(s) or in or around the helicopter(s).
8. **Duration.** This Memorandum of Understanding shall be in force from date of execution in perpetuity unless either agency desires to dissolve. If dissolution is necessary, the initiating party will provide written notice to the other at least 30-days prior to anticipated cancellation date.
9. **Revisions.** This agreement will be reviewed annually by representatives from each county. Any modifications will be mutually agreed to, and signed off by each agency's Chief Officer. If no modifications are needed, each agency will provide electronic mail confirming this to the other.
10. **Liability.** The Parties agree that by execution of this Agreement, no Party will be deemed to have waived its statutory defense of sovereign immunity, or increased its limits of liability as provided for by Florida Statutes.
11. **Workers Compensation.** In the event that an employee either Party is injured while providing Mutual Aid, the employee's employer will responsible for any and all Worker's Compensation claims.

IN WITNESS WHEREOF, the Parties hereto have caused the execution hereby by their duly authorized officials on the date set forth above.

ATTEST:
CLERK OF COURTS

By: *Darlene M. Butler*
Deputy Clerk

BOARD OF COUNTY COMMISSIONERS
OF HENDRY COUNTY, FLORIDA

By: *W.C. Bo. Peltner*
Chairman

APPROVED AS TO FORM:

By: _____
County Attorney's Office

ATTEST:
CLERK OF COURTS

By: *Michelle S. Cooper*
Deputy Clerk

BOARD OF COUNTY COMMISSIONERS
OF LEE COUNTY, FLORIDA

By: *W.C. Bo. Peltner*
Chairman

APPROVED AS TO FORM:

By: *Andrea R. Pauer*
County Attorney's Office

