

BOARD OF COUNTY COMMISSIONERS

DATE: September 17, 2013
AGENDA ITEM NO. 23

Consent Agenda ☐

Regular Agenda ☒

Public Hearing ☐

County Administrator's Signature:

Subject:

Approval of the One-Year Extension of the Fire Protection Services Agreements

Department:

Safety and Emergency Services, Fire Division

Staff Member Responsible:

Bruce Moeller, Director

Recommended Action:

I RECOMMEND THE BOARD OF COUNTY COMMISSIONERS, SITTING AS THE FIRE PROTECTION AUTHORITY, (FIRE AUTHORITY), APPROVE AN ADDITIONAL ONE-YEAR EXTENSION OF THE FIRE PROTECTION SERVICES AGREEMENT WITH THE CITIES OF CLEARWATER, DUNEDIN, LARGO, PINELLAS PARK, SAFETY HARBOR, SEMINOLE, ST. PETERSBURG AND TARPON SPRINGS.

I ALSO RECOMMEND THAT AFTER EXECUTION BY THE CITIES, THAT THE CHAIRMAN BE AUTHORIZED TO SIGN AND THE CLERK BE AUTHORIZED TO ATTEST THE AGREEMENTS.

Summary Explanation/Background:

The original Fire Protection Services Agreements were executed in 1999, had a one year extension granted on August 18, 2009, and were extended again on September 21, 2010, September 27, 2011 and September 18, 2012. The agreements are set to expire on September 30, 2013. The original term of the agreements with the cities was for ten (10) years. The cities and the Fire Authority wish to extend the terms of the existing agreements until September 30, 2014. The following Fire Protection Districts are included in this extension: Belleair Bluffs, Clearwater, Dunedin, Gandy, Highpoint, Largo, Pinellas Park, Seminole, Safety Harbor and Tarpon Springs. All other terms and conditions of the current agreement remain in effect.

Fiscal Impact/Cost/Revenue Summary:

Ad valorem taxes collected from each of the Fire District MSTU's support estimated expenditures for the fire protection service agreements. Funds for the compensation of annual operating expenses are available in the FY14 Fire Districts Fund budget. Budgets for these agreements total \$10,859,970 and are listed by district in Appendix A. If requested during the fiscal year, reimbursement for planned capital improvements and equipment will require separate Board action to appropriate budget from the fund's designated Reserve for Future Years.

Exhibits/Attachments Attached:





Contract Review Transmittal Slip
Appendix A – FY14 Fire District Budgets – Provider Annual Operating Expenditures
2013 Extension of the Fire Protection Services Agreement (9)
Representative Fire Protection Services Agreement

NON-PURCHASING CONTRACT REVIEW TRANSMITTAL SLIP**PROJECT: 1 year extension to Fire Protection Services Agreement****CONTRACT NO.: n/a****ESTIMATED EXPENDITURE / REVENUE: 21.3 mil***(Circle or underline appropriate choice above.)*

In accordance with Contract Administration and its Review Process, the attached documents are submitted for your review and comment. Please complete this Non-Purchasing Contract Review Transmittal Slip below with your assessment, and **forward to the next Review Authority on the list, skipping any authority marked "N/A."** Indicate suggested changes by noting those in "Comments" column, or by revising, in RED, the appropriate section(s) of the document(s) to reflect the exact wording of the desired change(s).

OTHER SPECIFICS RELATING TO THE CONTRACT:

There are 9 individual contracts in the same folder; Clearwater, Dunedin, Largo/Belleair Bluffs, Largo/Highpoint, Pinellas Park, Safety Harbor, Seminole, St. Petersburg and Tarpon Springs.

REVIEW SEQUENCE	DATE	INITIAL/ SIGNATURE	COMMENTS (IF ANY)	COMMENTS REVIEWED & ADDRESSED OR INCORPORATED
Originator: Michael Cooksey	8/5/13			
Risk Mgmt: Virginia Holscher <i>Revd 8/10/13</i>	8/6/13	VH	Public Entity to Public Entity extension only	SUB
Finance:** Cassandra Williams	8/8/13			
OMB:** Eric Naughton	8/15/13	En	Please see recommended changes.	SUB 8/22/13
Legal: Don Crowell	8/19/13		see comments & chgs. to form PK agreement	SUB 8/22/13
Assistant County Administrator or Executive Director: Bruce Moeller	8/28/2013			

Please return to Sandy Brooking By 8/12/13.

All inquiries should be made to Michael Cooksey ext. 2-2437.

** See Contract Review Process

Revised 5.13.13

✓ Additions
VH

Appendix A

FY14 Fire District Budgets Provider Annual Operating Expenditures

Belleair Bluffs	\$	328,730
Largo	\$	1,399,570
HighPoint (west)	\$	1,266,000
Clearwater	\$	2,080,370
Dunedin	\$	729,140
Pinellas Park	\$	750,780
Safety Harbor	\$	152,990
Seminole	\$	3,654,940
Tarpon Springs	\$	392,880
Gandy	\$	104,570
<hr/> Total	<hr/> \$	<hr/> 10,859,970

EXTENSION OF FIRE PROTECTION SERVICES AGREEMENT

THIS AGREEMENT made this _____ day of _____, 2013, between the CITY OF CLEARWATER, ("Contractor") and PINELLAS COUNTY, ("County") by and through its Board of County Commissioners on behalf of the Clearwater Fire Control District ("District").

1. Contractor currently contracts with County to provide fire protection and suppression services to the District.
2. The current agreement between the Contractor and the County is dated October 3, 2012 and is set to expire September 30, 2013.
3. Contractor and County wish to extend the term of the contract until September 30, 2014.
4. Contractor and County agree that upon approval of this extension, all terms of the original agreement will remain in force and effect as if the original term of the contract extended to September 30, 2014.

IN WITNESS WHEREOF, the parties hereto, by and through their undersigned authorized officers have caused this Extension to be executed on this _____ day of _____, 2013.

ATTEST
KEN BURKE, CLERK

PINELLAS COUNTY
by and through its Governing Body, The
Pinellas County Board of
County Commissioners

by : _____
Deputy Clerk

by: _____
Chairman

Approved as to Form

Office of the County Attorney

Countersigned:

CITY OF CLEARWATER, FLORIDA

Mayor-Commissioner

by: _____
City Manager

Approved as to Form and legal
Sufficiency:

ATTEST:

Assistant City Attorney

City Clerk

EXTENSION OF FIRE PROTECTION SERVICES AGREEMENT

THIS AGREEMENT made this _____ day of _____, 2013, between the CITY OF DUNEDIN, ("Contractor") and PINELLAS COUNTY, ("County") by and through its Board of County Commissioners on behalf of the Dunedin Fire Control District ("District").

1. Contractor currently contracts with County to provide fire protection and suppression services to the District.
2. The current agreement between the Contractor and the County is dated October 3, 2012 and is set to expire September 30, 2013.
3. Contractor and County wish to extend the term of the contract until September 30, 2014.
4. Contractor and County agree that upon approval of this extension, all terms of the original agreement will remain in force and effect as if the original term of the contract extended to September 30, 2014.

IN WITNESS WHEREOF, the parties hereto, by and through their undersigned authorized officers have caused this Extension to be executed on this _____ day of _____, 2013.

ATTEST
KEN BURKE, CLERK

PINELLAS COUNTY
by and through its Governing Body, The
Pinellas County Board of
County Commissioners

by : _____
Deputy Clerk

by: _____
Chairman

Approved as to Form

Office of the County Attorney

CITY OF DUNEDIN, FLORIDA
A municipal corporation

ATTEST:

By: _____
Mayor

City Clerk

By: _____
City Manager

Approved as to Form

City Attorney

EXTENSION OF FIRE PROTECTION SERVICES AGREEMENT

THIS EXTENSION OF FIRE PROTECTION SERVICES AGREEMENT made this _____ day of _____, 2013, between the CITY OF LARGO, ("Contractor") and PINELLAS COUNTY, ("County") by and through its Board of County Commissioners on behalf of the Belleair Bluffs Fire Control District ("District").

1. The Contractor has entered into an interlocal agreement with the City of Belleair Bluffs to provide fire protection and suppression services for the District and pursuant to said interlocal agreement, Contractor may be paid directly by the County for the provision of such services to the District.
2. The County agrees to pay, and Contractor agrees to accept, \$328,723 for the provision of fire protection and suppression services to the District for the period between October 1, 2013 through September 30, 2014.
3. The Fire Protection Services Agreement between the Contractor and the County, dated October 3, 2012 (the Agreement) is set to terminate on September 30, 2013.
4. Contractor and County wish to extend the term of the Agreement to and including September 30, 2014 and Contractor will continue to provide fire protection and suppression services to the District pursuant to the terms of the aforementioned interlocal agreement during this extended term.
5. Contractor and County agree that upon approval of this extension, all terms of the Agreement, except with regard to the extension of the Agreement term, will remain in force and effect as if the original term of the Agreement extended to September 30, 2014.

IN WITNESS WHEREOF, the parties hereto, by and through their undersigned authorized officers have caused this Extension of Fire Protection Services Agreement to be executed on this _____ day of _____, 2013.

ATTEST
KEN BURKE, CLERK

PINELLAS COUNTY
by and through its Governing Body, The
Pinellas County Board of
County Commissioners

by : _____
Deputy Clerk

by: _____
Chairman

Approved as to Form

Office of the County Attorney

CITY OF LARGO, FLORIDA

ATTEST:

Mayor

City Clerk

Reviewed and Approved:

City Attorney

EXTENSION OF FIRE PROTECTION SERVICES AGREEMENT

AGREEMENT made this _____ day of _____, 2013, between the CITY OF LARGO, ("Contractor") and the PINELLAS COUNTY, ("County") by and through its Board of County Commissioners on behalf of the Largo and Highpoint Fire Control Districts ("Districts").

In consideration of the mutual benefits set forth below, the parties agree as follows:

1. Contractor currently contracts with County to provide fire protection and suppression services to the Districts.
2. The Fire Protection Services Agreement between the Contractor and the County, dated October 3, 2012 (the "Agreement") is set to terminate on September 30, 2013.
3. Contractor and County wish to extend the term of the Agreement to and including September 30, 2014.
4. Contractor and County agree that upon approval of this extension, except with regard to the extension of the Agreement term, all terms of the Agreement will remain in full force and effect as if the original term of the Agreement extended to September 30, 2014.

IN WITNESS WHEREOF, the parties hereto, by and through their undersigned authorized officers have caused this Extension of Fire Protection Services Agreement to be executed on this _____ day of _____, 2013.

ATTEST
KEN BURKE, CLERK

PINELLAS COUNTY
by and through its Governing Body, The
Pinellas County Board of
County Commissioners

by : _____
Deputy Clerk

by: _____
Chairman

Approved as to Form

Office of the County Attorney

CITY OF LARGO, FLORIDA

ATTEST:

Mayor

City Clerk

Reviewed and Approved:

City Attorney

EXTENSION OF FIRE PROTECTION SERVICES AGREEMENT

THIS AGREEMENT made this _____ day of _____, 2013, between the CITY OF PINELLAS PARK, ("Contractor") and PINELLAS COUNTY, ("County") by and through its Board of County Commissioners on behalf of the Pinellas Park Fire Control District ("District").

1. Contractor currently contracts with County to provide fire protection and suppression services to the District.
2. The current agreement between the Contractor and the County is dated October 3, 2012 and is set to expire September 30, 2013.
3. Contractor and County wish to extend the term of the contract until September 30, 2014.
4. Contractor and County agree that upon approval of this extension, all terms of the original agreement will remain in force and effect as if the original term of the contract extended to September 30, 2014, except Appendix A which is hereby modified to remove the Highpoint Fire Control District area for which this extension applies.

IN WITNESS WHEREOF, the parties hereto, by and through their undersigned authorized officers have caused this Extension to be executed on this _____ day of _____, 2013.

ATTEST
KEN BURKE, CLERK

by : _____
Deputy Clerk

PINELLAS COUNTY
by and through its Governing Body, The
Pinellas County Board of
County Commissioners

by: _____
Chairman

Approved as to Form

Office of the County Attorney

ATTEST:

City Clerk

CITY OF PINELLAS PARK,
FLORIDA
By: _____
Mayor

Approved as to form:

By: _____
City Attorney

EXTENSION OF FIRE PROTECTION SERVICES AGREEMENT

THIS AGREEMENT made this _____ day of _____, 2013, between the CITY OF SAFETY HARBOR, ("Contractor") and PINELLAS COUNTY, ("County") by and through its Board of County Commissioners on behalf of the Safety Harbor Fire Control District ("District").

In consideration of the mutual benefits set forth below, the parties agree as follows:

1. Contractor currently contracts with County to provide fire protection and suppression services to the District.
2. The Fire Protection Services Agreement (the "Agreement") between the Contractor and the County dated October 3, 2012 is set to terminate on September 30, 2013.
3. The term of the Agreement shall be extended to and including September 30, 2014.
4. Contractor and County agree that upon approval of this extension, except with regard to the extension of the term of the Agreement, all terms of the Agreement will remain in full force and effect as if the original term of the Agreement extended to September 30, 2014.

IN WITNESS WHEREOF, the parties hereto, by and through their undersigned authorized officers have caused this Extension of Fire Protection Services Agreement to be executed on this _____ day of _____, 2013.

ATTEST
KEN BURKE, CLERK

by : _____
Deputy Clerk

PINELLAS COUNTY
by and through its Governing Body, The
Pinellas County Board of
County Commissioners

by: _____
Chairman

Approved as to Form

Office of the County Attorney

CITY OF SAFETY HARBOR,
FLORIDA

By: _____
Mayor

By: _____
City Manager

ATTEST:

City Clerk

EXTENSION OF FIRE PROTECTION SERVICES AGREEMENT

THIS AGREEMENT made this _____ day of _____, 2013, between the CITY OF SEMINOLE, ("Contractor") and PINELLAS COUNTY, ("County") by and through its Board of County Commissioners on behalf of the Seminole Fire Control District ("District").

1. Contractor currently contracts with County to provide fire protection and suppression services to the District.
2. The current agreement between the Contractor and the County is dated October 3, 2012 and is set to expire September 30, 2013.
3. Contractor and County wish to extend the term of the contract until September 30, 2014.
4. Contractor and County agree that upon approval of this extension, all terms of the original agreement will remain in force and effect as if the original term of the contract extended to September 30, 2014.

IN WITNESS WHEREOF, the parties hereto, by and through their undersigned authorized officers have caused this Extension to be executed on this _____ day of _____, 2013.

ATTEST
KEN BURKE, CLERK

by : _____
Deputy Clerk

PINELLAS COUNTY
by and through its Governing Body, The
Pinellas County Board of
County Commissioners

by: _____
Chairman

Approved as to Form

Office of the County Attorney

CITY OF SEMINOLE, FLORIDA

ATTEST:

City Clerk

Mayor

City Manager

Approved as to form and content:

City Attorney

EXTENSION OF FIRE PROTECTION SERVICES AGREEMENT

THIS AGREEMENT made this _____ day of _____, 2013, between the CITY OF ST. PETERSBURG, ("Contractor") and PINELLAS COUNTY, ("County") by and through its Board of County Commissioners on behalf of the Gandy Fire Control District ("District").

1. Contractor currently contracts with County to provide fire protection and suppression services to the District.
2. The current agreement between the Contractor and the County is dated October 3, 2012 and is set to expire September 30, 2013.
3. Contractor and County wish to extend the term of the contract until September 30, 2014.
4. Contractor and County agree that upon approval of this extension, all terms of the original agreement will remain in force and effect as if the original term of the contract extended to September 30, 2014.

IN WITNESS WHEREOF, the parties hereto, by and through their undersigned authorized officers have caused this Extension to be executed on this _____ day of _____, 2013.

ATTEST
KEN BURKE, CLERK

by : _____
Deputy Clerk

Approved as to Form

Office of the County Attorney

ATTEST:

City Clerk

PINELLAS COUNTY
by and through its Governing Body, The
Pinellas County Board of
County Commissioners

by: _____
Chairman

CITY OF ST. PETERSBURG,
FLORIDA

Mayor

Approved as to form and substance:

City Attorney

EXTENSION OF FIRE PROTECTION SERVICES AGREEMENT

THIS AGREEMENT made this _____ day of _____, 2013, between the CITY OF TARPON SPRINGS, ("Contractor") and PINELLAS ("County") by and through its Board of County Commissioners on behalf of the Tarpon Springs Fire Control District ("District").

1. Contractor currently contracts with County to provide fire protection and suppression services to the District.
2. The current agreement between the Contractor and the County is dated October 3, 2012 and is set to expire September 30, 2013.
3. Contractor and County wish to extend the term of the contract until September 30, 2014.
4. Contractor and County agree that upon approval of this extension, all terms of the original agreement will remain in force and effect as if the original term of the contract extended to September 30, 2014.

IN WITNESS WHEREOF, the parties hereto, by and through their undersigned authorized officers have caused this Extension to be executed on this _____ day of _____, 2013.

ATTEST
KEN BURKE, CLERK

by : _____
Deputy Clerk

PINELLAS COUNTY
by and through its Governing Body, The
Pinellas County Board of
County Commissioners

by: _____
Chairman

Approved as to Form

Office of the County Attorney

ATTEST:

CITY OF TARPON SPRINGS,
FLORIDA

City Clerk

Mayor/Commissioner

(CITY SEAL)

City Manager

Approved as to form:

City Attorney

FIRE PROTECTION SERVICES AGREEMENT

AGREEMENT made this 4 day of November, 1999, between CITY OF CLEARWATER, a Florida municipal corporation ("Contractor"), and the PINELLAS COUNTY FIRE PROTECTION AUTHORITY, a municipal service taxing unit established by Chapter 73-600, Laws of Florida, as amended ("Authority").

RECITALS:

1. The Authority is a municipal service taxing unit created by Chapter 73-600, Laws of Florida, for the purpose of establishing and implementing a permanent plan of fire protection for the County, determine minimum service levels, establish uniform standards for fire hydrants, implement County-wide reciprocal, mutual, or outside assistance programs, and to cause to be provided fire protection services throughout unincorporated Pinellas County ("County").

2. The Authority has determined that a coordinated Fire Protection Services County-wide system with centralized communications, standardized operating procedures, and automatic aid is in the best interest of the public's life safety, protection of property and firefighters' safety and welfare.

3. Pursuant to the Pinellas County Home Rule Charter and Chapter 62, Article II, of the Pinellas County Code (collectively, "Special Act"), the Authority has divided the County into fire districts, which became operative after the approval by the electors of such districts at a properly-held referendum by electors in the unincorporated areas of the County, and has contracted with various entities in the County to provide Fire Protection

Services (as defined herein).

4. Authority is authorized to enter into agreements for fire protection services, and Contractor wishes and is able to provide Fire Protection Services (as defined herein).

5. The Authority will compensate Contractor for providing Fire Protection Services (as defined herein).

NOW, THEREFORE, in consideration of the mutual covenants, terms, and conditions herein set forth to be kept and performed by and between the parties hereto, it is agreed as follows:

ARTICLE I
THE AGREEMENT

SECTION 101. PURPOSE. The purpose of this Agreement is to define the obligations and responsibilities of the Parties hereto with respect to the provision of Fire Protection Services in the unincorporated areas of the County.

SECTION 102. COOPERATION. The Parties shall cooperate and use all reasonable efforts, pursuant to the terms of this Agreement, to facilitate the terms of this Agreement. Accordingly, the Parties further agree in good faith to mutually undertake resolution of disputes, if any, in an equitable and timely manner so as to limit the need for costly and time-consuming adversarial proceedings to resolve such disputes.

SECTION 103. CONTRACT DOCUMENTS. The following Appendices are attached to and made part of this Agreement:

Appendix A. Fire Districts

Appendix B. Fire Protection Services Contractors

Appendix C. Supplemental Financial Information

This Agreement, together with the foregoing Appendices, constitutes the entire Fire Protection Services Agreement between the Parties with respect to the provision of Fire Protection Services, and shall supersede any prior agreement, contract or memorandum of understanding between the Parties regarding such services. The Parties agree that the terms and conditions of this Agreement, including the Appendices, shall govern exclusively the obligations of the Parties.

SECTION 104. SCOPE OF SERVICES. The services performed under this Agreement include, but are not limited to, the following:

- Response of Firefighting Apparatus, Units and Personnel to the scene of a fire, life safety related emergency, man-made or natural disaster or public service request;
- Command and control of the emergency scene, containment of any fire and mitigation of any hazards, including Specialized Rescue;
- Investigation of any fire to determine the cause and origin;
- Inspection of commercial, industrial and multi-family dwellings for compliance with fire and life safety codes; and
- Education of the public in fire prevention, life safety and disaster preparedness, in accordance with Section 413.

Such services, contained herein, shall be provided in accordance with the terms and conditions of this Agreement. The specific terms and conditions of this Agreement shall govern and prevail over this Section 104.

ARTICLE II
DEFINITIONS

SECTION 201. WORDS AND TERMS Unless the context otherwise requires, capitalized terms used herein shall have the following meanings ascribed to them:

"Adopted Budget" means Contractor's legislatively or officially adopted budget for the Fiscal Year, in accordance with Section 409.

"Annual External Audit" means the audit conducted by a certified public accounting firm retained by Contractor to state the income, expenditures and fund balances for the prior Fiscal Year. The Annual External Audit shall include a summary report prepared by Contractor on forms provided by the Authority and be attested to by Contractor's auditor.

"Authority" means the Pinellas County Fire Protection Authority, a municipal services taxing unit established by Chapter 73-600, Laws of Florida, as amended.

"Automatic Aid/Closest Unit Response Agreement" means the Agreement by and between every political subdivision and fire control district within Pinellas County dated October 16, 1990.

"Budget Request" means the budget request submitted by Contractor, in accordance with Section 409.

"CAD" means computer aided dispatch.

"Caller" means a person accessing the response system by telephone.

"Contract Year" means, for any given year, the period commencing on October 1 and ending at midnight on September 30 of the following year.

"Contractor" means any one of the entities described on Appendix B, who have signed this Agreement.

"County" means Pinellas County, Florida, a political subdivision of the State of Florida.

"Disaster" means an occurrence of a severity and magnitude that normally or potentially could result in death, injuries and/or property damage and that can not be managed through routine procedures and resources of the Fire Protection Services system.

"Emergency Request" means a request for emergency services received directly at the 9-1-1 Center.

"Emergency Response" means, for the purposes of measuring response time compliance in Section 402, the act of responding to a request for services in which Contractor determined that red lights and sirens will be used.

"Fire District" means the unincorporated area of the Fire Control District(s) designated by Authority pursuant to the Special Act and shown on Appendix A attached hereto and made a part hereof.

"Fire Equipment" means the equipment and tools necessary to equip and operate Firefighting Apparatus in accordance with the NFPA guidelines.

"Firefighter" means individuals, trained and certified in accordance with Chapter 633, Florida Statutes, as applicable, that function as firefighters, fire officers, and command officers employed by Contractor.

"Firefighting Apparatus" means emergency vehicles provided by Contractor, which are constructed and equipped to meet or exceed NFPA 1901 Class A requirements for an emergency pumping vehicle. Such vehicles are used for rapid response to an emergency scene and the suppression and containment of a fire or other hazard. Firefighting Apparatus may include, but not be limited to, engines, ladder trucks, or squads, which meet the above requirements.

"Fire Protection Services" means the response of Firefighting Apparatus, Units and Personnel to the scene of a fire, life safety emergency, man-made or natural disaster or public service request. Fire Protection Services include the command and control of the emergency scene, the containment of any fire, and the mitigation of any hazards, and may include Specialized Rescue. Related services include fire and arson investigation, fire inspections and code enforcement, and public education.

"Fire Protection System" means the network of organizations, including, but not limited to, the Authority, Contractors, and other municipalities within Pinellas County, established to provide fire protection services.

"Fire Prevention Code" means fire and life safety codes adopted by Contractor, in accordance with Chapter 62, Article III, of the Pinellas County Code.

"Fire Station" means any facility, designated by Contractor, which houses the Firefighting Apparatus, Units, and Personnel required to provide Fire Protection Services. The proposed locations of new fire stations, which may be used to service the unincorporated areas of the districts, will be reviewed for appropriate service area

coverage by the Authority.

"First Due Firefighting Apparatus" means Contractor's Firefighting Apparatus, within Contractor's primary response area, predetermined to be the nearest to the emergency, in accordance with Section 407 hereof.

"Fiscal Year" means the year commencing on October 1 of any given year and ending on September 30 of the immediately succeeding year.

"Force Majeure" means any act, event, or condition other than a labor strike, work stoppage, or slowdown that has had, or may reasonably be expected to have, a direct material adverse effect on the rights or obligations of either Party under this Agreement, if such act, event, or condition is beyond the reasonable control of the Party relying thereon as justification for not performing an obligation, or complying with any condition required, of such Party under this Agreement, and is not the result of willful or negligent action or a lack of reasonable diligence of the Party relying thereon. Such acts or events may include, but shall not be limited to, an act of God, epidemic, landslide, or similar occurrence, an act of the public enemy, war, blockade, insurrection, riot, general arrest or restraint of government and people, civil disturbance or similar occurrence.

"NFPA" is Contractor's currently-adopted National Fire Protection Association guidelines for Personnel, Equipment, Firefighting Apparatus and Units, as may be amended.

"Party" or "Parties" means either the Authority or Contractor, or both, as the context of the usage of such term may require.

"Personnel" means individuals trained and certified in accordance with Chapter 633, Florida Statutes, as applicable, who function as firefighters, fire officers, fire inspectors, arson investigators, and command officers employed by Contractor.

"Private Contractor" means a for-profit or not-for-profit corporation which provides fire protection services.

"9-1-1 Center" means the Public Safety Answering Point operated and maintained by the County for the purpose of receiving 9-1-1 calls from citizens.

"Response" means the act of responding to a request for services, which act begins when Contractor's Firefighting Apparatus or Unit(s) are notified of an Emergency Request.

"Response Time" means the period of time commencing when a Firefighting Apparatus or Unit is notified of an emergency and ending when it arrives on the scene of the incident.

"Run Cards" means the 9-1-1 Center's computer-aided dispatch software database that recommends, based upon the call location, the closest or most appropriate Firefighting Apparatus and/or Units to respond to the Emergency Request. The Run Cards will be based upon a predetermined listing of Firefighting Apparatus and Units which Contractor determined to be the closest by travel time or in the most appropriate order.

"Special Act" means the Pinellas County Home Rule Charter, approved on October 7, 1980, and Chapter 62, Article II, of the Pinellas County Code.

"Special Events" means non-emergency events, such as sporting events, parades,

festivals and other group or mass gatherings, which may require Fire Protection Services.

"Specialized Rescue Services" means additional services provided by some Contractors, which may include, but are not limited to, vehicle extrication, heavy rescue, hazardous materials first response, hazardous materials mitigation, high-angle and below-grade technical rescue, marine rescue, dive rescue, and the mitigation of any other situation which presents an actual or potential danger to life or property.

"Standard Practices" means the actions and practices of Contractor in providing Fire Protection Services, all applicable rules and regulations, the laws of the State of Florida, applicable federal laws and regulations, including state and federal Occupational Safety Health Acts, and the NFPA guidelines.

"State" means the State of Florida.

"State of Emergency" means a Disaster declared by a proclamation of the Federal Government, the State, the County, or a municipality within the County.

"Uncontrollable Circumstance" means a Force Majeure, a State of Emergency, or during situations in which the County Dispatch System and/or the Fire Protection System is not operating under normal response conditions.

"Unexpended Funds" means compensation provided to Contractor in the prior Fiscal Year that was not expended in the provision of Fire Protection Services. This amount is reported in the annual external audit.

"Unit(s)" means emergency vehicles provided by Contractor which are constructed and equipped, as applicable, and are used for rapid response to an emergency scene

which do not meet the NFPA 1901, Class A, pumping guidelines. Units may include, but not be limited to, ladder trucks, squads, reserve pumpers, brush trucks, water tankers, Specialized Rescue units, and command or staff vehicles.

SECTION 202. TERMS GENERALLY. Whenever the context may require, any pronoun shall include the corresponding masculine, feminine, and neuter forms. The words "include," "includes," and "including" shall be deemed to be followed by the phrase "without limitation," except as the context may otherwise require. The words "agree," "agreement," "approval," and "consent" shall be deemed to be followed by the phrase "which shall not be unreasonably withheld or unduly delayed," except as the context may otherwise require.

ARTICLE III **REPRESENTATIONS**

SECTION 301. REPRESENTATIONS OF AUTHORITY. Authority represents to Contractor that each of the following statements is presently true and correct.

(a) **Existing.** Authority is a special taxing district existing under the laws of the State of Florida, and has all requisite power and authority to carry on its business as now conducted, and to perform its obligations under this Agreement and each document contemplated hereunder to which it is or will be a party.

(b) **Due Authorization.** This Agreement has been duly authorized by all necessary action on the part of, and has been or will be duly executed and delivered by Authority, and neither the execution and delivery thereof, nor compliance with the terms and provisions thereof or hereof, contravenes any existing law, judgment, government rule,

regulation, or order applicable to or binding on the Authority.

(c) **Enforceability**. This Agreement constitutes a legal, valid, and binding obligation of Authority enforceable against Authority in accordance with the terms thereof, except as such enforceability may be affected or limited by applicable bankruptcy, insolvency, or similar laws, from time to time in effect, which affect creditors' rights generally and subject to usual equitable principles in the event that equitable remedies are involved.

(d) **Financial Capability**. Authority is fully capable, financially and otherwise, to perform its obligations hereunder.

(e) **No Litigation**. There are no pending, or to the knowledge of Authority, threatened actions or proceedings before any court or administrative agency to which Authority is a party, questioning the validity of this Agreement or any document or action contemplated hereunder, or which are likely, in any case or in the aggregate to materially adversely affect the consummation of the transactions contemplated hereunder.

SECTION 302. REPRESENTATIONS OF CONTRACTOR. Contractor represents and warrants to Authority that each of the following statements is presently true and correct:

(a) **Existing**. Contractor is a Florida municipal corporation, independent special district, or not-for-profit corporation, as the case may be, having all requisite power and authority in Florida to carry on its business as now conducted, to own or hold or otherwise its properties, and to enter into and perform its obligations under this Agreement and under each instrument described herein to which it is or will be party.

(b) **Due Authorization.** This Agreement has been duly authorized by all necessary action on the part of, and has been duly executed and delivered by Contractor, and neither the execution and delivery thereof, nor compliance with the terms and provisions thereof or hereof, contravenes any existing law, judgment, government rule, regulation, or order applicable to or binding on the Authority.

(c) **Enforceability.** This Agreement constitutes a legal, valid, and binding obligation of Contractor enforceable against Contractor in accordance with the terms thereof, except as such enforceability may be limited by applicable bankruptcy, insolvency, or similar laws, from time to time in effect, which affect creditors' rights generally and subject to usual equitable principles in the event that equitable remedies are involved.

(d) **No Litigation.** There are no pending, or to the knowledge of Contractor, threatened actions or proceedings before any court or administrative agency to which Contractor is a party, questioning the validity of this Agreement or any document or action contemplated hereunder, or which are likely, in any case or in the aggregate, to materially adversely affect the consummation of the transactions contemplated hereunder.

(e) **Financial Capability.** Contractor is fully capable, financially and otherwise, to perform its obligations hereunder.

ARTICLE IV

DUTIES AND RESPONSIBILITIES OF CONTRACTOR

SECTION 401. FIREFIGHTING APPARATUS AND EQUIPMENT.

(a) **Obligation to Provide Firefighting Apparatus and Units.** At all times during the term of this Agreement, Contractor shall provide the Firefighting Apparatus and

Units necessary to provide all Fire Protection Services. Contractor reserves the right to select and acquire Firefighting Apparatus and Units used in the performance of this Agreement.

(b) **Maintenance of Vehicles and Fuel.** Contractor shall be responsible for routine maintenance and repair of all Firefighting Apparatus and Units, and for furnishing maintenance, equipment, supplies, repairs, spare parts, replacement vehicles, and fuel. Contractor shall maintain Apparatus and Units in safe and proper working order.

(c) **Staffing of Vehicles.** Firefighting Apparatus shall be continuously staffed daily with a minimum of three (3) Firefighters.

(d) **Fire Equipment.** Contractor shall furnish and maintain all Fire Equipment required to meet the terms of this Agreement. Contractor shall support efforts toward equipment compatibility and general standardization.

(e) **Communications Equipment.** Contractor shall furnish and maintain all communications equipment including, but not limited to, station radios and encoders, mobile radios, portable radios, pagers, and cellular phones, as Contractor deems appropriate.

(f) **Command Officers.** In addition to the personnel provided in (c) above, Contractor will provide its own or, through the use of automatic aid, command officers to respond to incidents within the District.

(g) **Standard of Cover.** Provide for each type of response the same or greater level of service in the unincorporated area as Contractor provides for residents and

properties of the incorporated portion of the Fire Control District.

SECTION 402. RESPONSE TIME.

(a) Emergency Requests.

Response Time to not less than ninety percent (90%) of all Emergency Requests which are (1) categorized as a structure fire or a fire alarm; (2) within Contractor's Fire District; and (3) for which Contractor's Firefighting Apparatus is predetermined, in accordance with Section 407, to be the First Due Firefighting Apparatus, shall be within seven (7) minutes and thirty (30) seconds or less.

(b) Exemptions.

(1) The Response Time requirements in this subsection (a) shall not be applicable to Responses which occur during periods of Uncontrollable Circumstances; provided, however, that Contractor shall document said conditions and shall apply for this exception as provided for in subparagraph (2) below.

(2) Should Contractor experience an Uncontrollable Circumstance, Contractor shall, as a condition precedent to the right to claim an Uncontrollable Circumstance, notify the Authority within three (3) business days of when Contractor becomes aware of the Uncontrollable Circumstance.

(3) Downgraded calls which occur, based on additional information such as from 9-1-1 or first Unit arrival, will be excluded from determining Response Time performance.

(4) The exemptions provided for in this subsection (b) are exhaustive and

no other cause of poor Response Time performance shall be allowed as exemption to these Response Time requirements and reporting provisions.

SECTION 403. CONTINUING EDUCATION AND TRAINING Subject to annual budget availability, Contractor shall make available the necessary continuing education and training for maintaining the skill, competency, and required certifications for all Personnel, as required by federal, state, or local regulation.

SECTION 404. STANDARD PRACTICES

(a) **Standard Practices**. Contractor shall insure that its policies and standard operating procedures and actions are in compliance with Standard Practices at all times and shall correct any deviations.

(b) **Ride-Alongs**. Contractor may allow the Authority or its representative, in the performance of their duties, to ride in Contractor's Firefighting Apparatus or Units during responses to Emergency Requests. Such representatives shall conduct themselves in a professional and courteous manner, shall not interfere with Contractor's employees in the performance of their duties, and shall at all times be respectful of Contractor's employee/employer relationship. The Authority, or its representatives, shall provide proof of employment, proof of workers' compensation insurance, and complete any waiver or release forms which may be required by Contractor prior to riding in Contractor's Apparatus or Units. Such ride-alongs shall be scheduled or prearranged with Contractor.

(c) **Special Events**. In the event Contractor is called to provide Fire Protection Services at a Special Event in their Fire District, Contractor shall be under the terms and

conditions of the Agreement, and such periods of time shall not be excluded as an Uncontrollable Circumstance.

SECTION 405. PERSONNEL

(a) **Training and Qualifications.** All Personnel employed by Contractor in the performance of work under this Agreement shall be trained and qualified at a level consistent with Chapter 633, Florida Statutes, and shall hold appropriate certificates as required by state law.

(b) **Standard of Conduct.** Contractor's personnel shall conduct themselves in a professional and courteous manner at all times. Contractor shall address and correct any departures from their standard of conduct.

(c) **Working Conditions.** Contractor shall insure that it is in compliance with all applicable state and federal laws and regulations regarding labor conditions, workplace and working conditions, and environmental safety requirements.

SECTION 406. DISASTER ASSISTANCE AND MUTUAL AID

(a) **Disaster Assistance Within Pinellas County.** Immediately upon notification by either Party of a State of Emergency within Pinellas County, Contractor shall commit such resources as are necessary and appropriate, given the nature of the disaster, and shall proceed in accordance with applicable plans and protocols. During or prior to an impending local or area-wide disaster such as, but not limited to, hazardous material incident, tornado, hurricane, or major fire, the local Authority may withdraw that jurisdiction's responses from the Run Card system and retain control locally of all

responses of that agency's emergency units. Normal operation will be resumed by the County Central Dispatch upon notification by the local Authority. During such periods, Contractor shall be released from the requirements of Section 402. When disaster assistance has been terminated, Contractor shall notify the Authority that Contractor is able to resume normal operations.

(b) **Disaster Assistance Outside of Pinellas County.** If Contractor provides disaster assistance response outside of Pinellas County, it shall be provided in a manner which does not jeopardize Contractor's ability to render reliable services under this Agreement.

(c) **Mutual Aid.** Normal (non-disaster related) mutual aid responses outside of Pinellas County, rendered by Contractor, shall be performed in accordance with the terms and conditions of this Agreement.

SECTION 407. AUTOMATIC AID/CLOSEST UNIT RESPONSE. Upon notification by the 9-1-1 Center of an Emergency Request, Contractor shall provide Fire Protection Services in accordance with the Automatic Aid/Closes1 Unit Response Agreement. The Apparatus and Unit(s) which are predetermined to be the closest to the emergency scene by the Run Cards, shall be dispatched without regard to Fire District or jurisdictional boundaries. Contractor's authorized representative will periodically, or at the request of the Authority, update their Run Cards to insure their accuracy and coordinate any changes with any affected Contractor(s). The Authority, with the consent of Contractor, may update and manage the applicable Run Cards.

SECTION 408. FIRE REPORTING SYSTEM. Contractor and the Authority shall cooperatively design and implement a fully-integrated, electronic fire reporting system. This system shall meet the information needs of Contractor and the Authority, and be compliant with the Florida Fire Incident Reporting System. Contractor shall gather and enter data into the electronic fire reporting system for every Emergency Request responded to by Contractor's Personnel. Design, procurement, and operating costs of this information system shall be the responsibility of the Authority.

The database of the electronic fire reporting system shall be fully comprehensive, including complete and integrated information on all Fire Protection System activities. Contractor shall require Personnel to comply with the completion of paper reports and data entry requirements to insure the accuracy and completeness of such reports, as approved and periodically revised, by Contractor and the Authority. Contractor and the Authority agree that the procedures used to implement and operate the electronic fire reporting system shall not be unduly burdensome.

Contractor shall have unlimited access, regardless of storage location or medium, to electronic fire reports generated by Contractor's personnel and all dispatch-related data in a mutually-agreeable format.

SECTION 409. FINANCIAL MANAGEMENT

(a) **Annual External Audit.** On or before April 1 of each year, Contractor shall provide the Authority with the Annual External Audit, prepared by Contractor's external auditor, certifying the amount of monies received from the Authority and the actual amount

expended by Contractor for Fire Protection Services for the preceding Fiscal Year. Such annual external audit shall determine any Unexpended Funds. The Auditor shall attest to the "Supplemental Financial Information" report in Appendix C.

(b) **Budget Request Submission.** Each year Contractor shall submit to the Authority Contractor's budget for providing Fire Protection Services described herein. Such budget shall set forth, in accordance with budget preparation instructions and forms provided each Fiscal Year by the Authority, the cost of providing the services described herein. The Authority shall review the budget and may make recommendations for such changes as it deems necessary or appropriate. Upon review and approval of the budget by the Authority, which approval shall not be unreasonably withheld, Authority shall, beginning on October 1 of a given Fiscal Year, make monthly payments to the City in the amount of one-twelfth (1/12) of the approved budget.

(c) **Adopted Budget Submission.** Contractor shall submit to the Authority Contractor's Adopted Budget within ten (10) calendar days after the beginning of the subsequent Fiscal Year.

(d) **Capital Expenditures.** Contractor shall prepare a capital expenditure plan for financial planning purposes, which includes, but is not limited to, facility construction and maintenance, and vehicle and equipment replacement plans. Contractor shall provide a brief narrative with the budget submission to identify individual projects and capital equipment line items. The capital expenditure plan should project forward a minimum of five (5) Fiscal Years.

(e) **Reserve for Future Years.** Contractor may request funds to be reserved for future year's major capital improvement projects, which include facility construction and renovation, and vehicle and equipment replacement plans. Contractor shall provide a written project justification, designate the amount to be reserved each year, and request funding for capital expenditures.

SECTION 410. FIRE INVESTIGATION. Contractor shall investigate all fires to determine the cause and origin. The investigation of all fires determined to be of a suspicious nature shall be coordinated with the appropriate law enforcement agency and other regulatory or investigative agencies, as applicable.

SECTION 411. FIRE PREVENTION AND CODE ENFORCEMENT.

(a) **Fire Inspections.** Contractor shall conduct periodic fire inspections of all commercial, industrial, and multi-family dwellings in the unincorporated area of the Fire District, in accordance with the Fire Prevention Code. Contractor shall ensure that water flow testing, fire alarm testing, and other related services or inspections are conducted, as necessary.

(b) **Plan Review and Final Fire Inspections.** Contractor shall conduct plan reviews, fire inspections, sprinkler tests, fire alarm tests, final fire inspections, and other related services in the unincorporated area of the Fire District, in accordance with the Fire Prevention Code. Authority shall make building plans available to the Fire Contractor for pickup and review. Final inspections shall be on the date and time agreed to by the building contractor, Contractor's Fire Department and the County's Building Department.

Such services shall be at no additional cost to the Authority, the residents, or the businesses within the unincorporated areas of the Fire District. Contractor may request the assistance of the Authority in providing such services.

(c) **Code Enforcement Standards.** Contractor shall interpret and enforce the NFPA 101, Life Safety Code, as may be amended, consistent with the interpretations of the prevailing regulatory authority or the Pinellas County Construction and Licensing Board. Contractor shall interpret and enforce only the Fire Prevention Code, and shall not interpret or enforce any building codes in the unincorporated area, except as they relate to fire or life safety issues.

(d) **Complaint Resolution.** Any complaints received by Authority or County from builders, contractors, property owners, or citizens relating to plan reviews, fire inspections, sprinkler tests, fire alarm tests, final fire inspections, and other related services in the unincorporated area of the Fire District, will be forwarded to Contractor for investigation. Contractor will forward to the Authority a detailed report concerning the incident, and outline any appropriate remedial action taken. The County reserves the right to investigate all complaints and to recommend remedial actions.

(e) **Property Identification.** Contractor shall, as manpower permits, enforce Chapter 170, Article I, Section 4, of the Pinellas County Code in the unincorporated area of Contractor's Fire District which relates to the requirements for property identification. Contractor shall enforce the code, at a minimum, for all commercial structures and multi-family dwellings.

SECTION 412. SPECIALIZED RESCUE SERVICES. Contractor may provide Specialized Rescue Services which include, but are not limited to, vehicle extrication, heavy rescue, hazardous materials first response, hazardous materials mitigation, high angle and below grade technical rescue, marine rescue, dive rescue, and the mitigation of any other situation which presents a danger to public safety, life, or property.

SECTION 413. PUBLIC EDUCATION. Contractor is encouraged to make available to the local community, fire prevention and disaster preparedness education (i.e., 9-1-1 usage, burn injury prevention, smoke alarm usage, fire escape planning, hurricane preparedness). The programs may be developed by the individual contractor or in coordination with the Fire Protection System or the Authority.

SECTION 414. SHARED RECOGNITION. Contractor and the Authority shall promote, protect, and enhance the reputation of the Authority, Contractor, and the Fire Protection System throughout the term of the Agreement. Any news releases, statements, or public information given by Contractor's or Authority's personnel to the public or the media shall be consistent with the design and operation of the Fire Protection System and include shared positive recognition of all service providers and system components, as applicable.

SECTION 415. REQUESTS FOR EMERGENCY ASSISTANCE. When Contractor receives a request for emergency assistance, Contractor shall record the address and telephone number of the caller, obtain the location and nature of the emergency, and shall immediately respond to the request for emergency assistance, as applicable. Contractor

shall immediately advise the 9-1-1 Center of the information received, and any response initiated.

SECTION 416. ADDITIONAL RESPONSIBILITIES FOR PRIVATE CONTRACTORS.

(a) Provide to the Authority the name of Corporation's bookkeeper or financial manager, and provide written evidence that that person is bonded in the amount of ten (10%) percent of Corporation's annual income from this contract.

(b) Notify Authority of any mortgage or encumbrance of any asset owned by Corporation.

(c) Comply with the provisions of Section 286.011, Florida Statutes, the same as if the corporation were a public board or commission, including, in connection therewith, the giving of written notice to the Authority or its designee, of all meetings of the Corporation.

(d) Comply with the Public Records provisions of Section 119.07, Florida Statutes.

(e) Purchase all capital equipment in accordance with the County's established purchasing procedures.

(f) Comply with its Articles of Incorporation and By-Laws.

(g) Provide to the Authority, not later than thirty (30) calendar days prior to the date scheduled for the final approval vote by the Corporation of any contemplated amendment to its Articles of Incorporation or By-Laws, a copy of such contemplated amendments for its review.

(h) Plan Review and Final Fire Inspection services described in Section 411(b) will be provided by the Authority in those fire protection areas serviced by a private contractor.

(i) Contractor agrees that it will defend, indemnify, and save the Authority harmless due to the negligent acts of its employees, officers, agents, and volunteers, and agree to be liable for any damages resulting from said negligence, except such damages as may have been caused by the sole negligence of the Authority.

ARTICLE V
DUTIES AND RESPONSIBILITIES OF AUTHORITY

SECTION 501. ROLE OF THE FIRE PROTECTION AUTHORITY.

The Authority was established to implement a permanent plan of fire protection for the County and each of its municipalities including, but not limited to, determining minimum service levels, uniform standards for fire hydrants, implement County-wide reciprocal, mutual, or outside assistance programs, and to cause to be provided fire protection services throughout Pinellas County. Since 1973, the sophistication and utilization of the entire emergency services system has increased dramatically. In keeping with the spirit of the Special Act, the Authority coordinates and facilitates advancements in policies, standards, technology, and special projects to enhance and improve the Fire Protection System. The Authority shall not interfere with the daily operations of Contractor in providing Fire Protection Services. The Authority shall perform all functions as indicated, pursuant to Pinellas County Home Rule Charter and Chapter 62, Article II, of the Pinellas County Code and the Pinellas County Charter.

SECTION 502. AUDIT AND INSPECTION. Representatives of the Authority may observe Contractor's operations at any time during normal business hours, and as often as may reasonably be deemed necessary. Contractor shall make available to Authority for its examination, its records with respect to all matters covered by this Agreement, and Authority may audit, examine, copy, and make excerpts or transcripts from such records, and may make audits of all contracts, invoices, materials, payrolls, inventory records, records of personnel, daily logs, conditions of employment, and other data related to all matters covered by this Agreement. Authority's right to observe and inspect operations or records in Contractor's business office shall, however, be restricted to normal business hours, and reasonable notification shall be given Contractor in advance of any such visit. Records relating to contract activities shall be retained for three (3) years from final payment in each year. Authority shall pay any reasonable costs for copying any materials requested.

SECTION 503. COMMUNICATIONS INFRASTRUCTURE. Authority shall furnish and maintain, at no cost to Contractor, the communications infrastructure which shall include: emergency (9-1-1) and non-emergency telephone access, dispatch communication services, the public safety radio system, and the Computer Aided Dispatch and Fire Reporting Computer System.

ARTICLE VI
INSURANCE

SECTION 601. MINIMUM INSURANCE REQUIREMENTS. Contractor shall provide and maintain insurance coverages and limits as hereinafter provided. The insurance

coverages required herein may be provided by Contractor by self-insurance, by self-funding, by purchase, or any combination thereof at the sole option of Contractor. Insurance coverages and limits shall be evidenced by delivery to the County of letters of self-insurance or self-funding executed by Contractor's Risk Manager, or by certificates of insurance executed by either the agent for the insurers, or the insurers, or by copies of policy declaration pages. Such letters, certificates, and policy declaration pages shall list coverages (including the amount of insurance per claim and per occurrence, any gap in coverage, and the amount of the excess insurance) and policy limits with expiration dates and major policy terms and endorsements. Upon the specific written request of the County, a certified copy of each applicable insurance policy, including all endorsements, will be provided to the County. The following insurance requirements shall remain in effect through the term of this Agreement:

- (a) Workers' Compensation coverage, as required by law, and Employers' Liability Insurance of not less than \$100,000 for each accident.
- (b) Commercial General Liability (CGL) Insurance with minimum limits of liability for personal injury, death, and property damage of not less than \$100,000 per person, and not less than \$200,000 per occurrence.
- (c) Commercial Auto and Truck Liability covering owned or hired vehicles with minimum limits for personal injury, death, and property damage of not less than \$100,000 per person and \$200,000 per occurrence.
- (d) Excess liability insurance in excess of the primary coverage required herein

of at least Two Million (\$2,000,000) Dollars combined single limits. In compliance with this requirement, Contractor may maintain an excess liability insurance policy with a Self-Insured Retention of at least \$500,000.

SECTION 602. ADDITIONAL INSURANCE REQUIREMENTS. Each insurance policy carried by Contractor shall include the following conditions by endorsement to the policy:

(a) Each policy shall require that thirty (30) days prior to expiration, cancellation, non-renewal, or any material change in coverage or limits, a notice thereof shall be given to the County through its Fire Protection Authority. Contractor shall also notify said Authority within seventy-two (72) hours after receipt of any notices of expiration, cancellation, non-renewal or material changes in coverage received by said Contractor from its insurer.

(b) Companies issuing an insurance policy, or policies, shall have no recourse against the County or its said Authority for payment of premiums or assessments for any deductibles, which are the sole financial responsibility of Contractor.

(c) The policy clause "Other Insurance" shall not apply to any insurance coverage currently held by the County to any such future coverage, or to the County's Self-Insured Retention of whatever nature.

(d) Any payment made by the County, or its Fire Protection Authority, to Contractor for insurance expense, pursuant to the terms of this Agreement, will be in the nature of reimbursement to Contractor for general insurance expense associated with the cost of Contractor providing the fire protection services provided for in this Agreement, and

shall not be used to purchase any sepcific coverage or limits required herein. Contractor may use such funds as Contractor sees fit to fund its overall insurance program.

ARTICLE VII
COMPENSATION AND OTHER FINANCIAL PROVISIONS

SECTION 701. COMPENSATION. The Authority shall review and approve Contractor's Budget Request, in accordance with Chapter 62, Article II, of the Pinellas County Code, and other applicable law. Approval shall not be unreasonably withheld. Authority shall calculate the annual compensation as the percentage of unincorporated area multiplied by the Adopted Budget less Unexpended Funds. The percentage of unincorporated area within the Fire District shall be calculated in accordance with Chapter 62, Article II. The Authority shall pay Contractor monthly in arrears for the provision of Fire Protection Services. Payments shall be made in approximately equal monthly installments and be reduced to account for Unexpended Funds after the receipt of the Annual External Audit.

SECTION 702. USE OF RESERVE FOR FUTURE YEARS. Upon a written request of Contractor, the Authority shall review and provide funding for the Authority's portion of a capital expenditure from Contractor's Reserve for Future Years fund held by the Authority. The Authority shall calculate its portion of the capital expenditure based upon the percentage of unincorporated area within the Fire District, in accordance with Chapter 62, Article II. The Authority shall pay Contractor a single payment upon completion of the project or at agreed-upon milestones of a major project.

SECTION 703. WITHHOLDING FUNDS. Authority may withhold payment to

Contractor if it fails to meet its obligations in accordance with the provisions of Sections 803 and 804 of this Agreement.

SECTION 704. FUNDS TO BE USED SOLELY FOR FIRE PROTECTION

SERVICES. Contractor recognizes that funds provided pursuant to the Agreement are derived from ad valorem taxes collected pursuant to Chapter 62, Article II, of the Pinellas County Code, must be dedicated solely to the provision of Fire Protection Services. Contractor, therefore, agrees that funding provided under this Agreement will be used strictly for the provision of the services described herein. Contractor shall not use funds for non-operating purposes including, but not limited to, gifts, donations, good will, and travel expenses in excess of rates specified by applicable law, municipal policy, or Section 112.061, Florida Statutes.

SECTION 705. OTHER FUNDS. Money acquired through special programs, projects, gifts, or funds received through fundraising efforts will not be used by the Authority to offset the District's Fire Budget, but shall be used for direct benefit of the Fire Control District. However, funds from interest earned by the investment of Fire District Funds, and funds from fire protection services agreements, shall be used to offset the District's Fire Budget. Funds provided through the County EMS Agreement, except incentives and penalties, will be used to offset Fire District Budget for those Contractors whose budget process combines both Fire and EMS funding into one document for review by the Authority.

SECTION 706. FISCAL NON-FUNDING. The funds to be used for services performed pursuant to the contract are subject to periodic appropriation of funds by

Authority. If funds are not appropriated by Authority for any or all of this Agreement, Authority shall not be obligated to pay for any services performed under this Agreement beyond the portion for which funds are appropriated. Such failure of appropriation shall not constitute a breach of this Agreement. Authority agrees to promptly notify Contractor in writing of such failure of appropriation, and this Agreement shall terminate within thirty (30) days of receipt by Contractor of such notification.

SECTION 707. PROHIBITIONS AGAINST MORTGAGE OF ASSETS. Contractor agrees that acquisition of capital assets with funds provided under this Agreement shall be by purchase, lease purchase, or lease, and Contractor shall not mortgage or pledge as security any such assets for any debt without the written consent of Authority.

ARTICLE VIII **TERM AND TERMINATION**

SECTION 801. TERM OF AGREEMENT. This Agreement shall take effect on October 1, 1999, and shall continue through September 30, 2009, unless terminated or renewed in accordance with this Agreement.

SECTION 802. TERMINATION AND DISPOSITION OF ASSETS.

(a) **Termination By Authority.** Authority may terminate this Agreement by serving upon Contractor a ninety (90) calendar day written notice of Authority's intention to terminate this Agreement; however, shorter notice may be given if the Authority determines an emergency situation exists requiring such action.

Upon the effective date of termination of the Agreement, the Authority is not obligated to pay Contractor for Fire Protection Services, nor is Contractor obligated to

provide Fire Protection Services, as defined in this Agreement.

(b) **Termination By Contractor.** Contractor may terminate the Agreement by giving to Authority ninety (90) calendar days written notice of its intention to terminate.

(c) **Disposition of Assets.**

(i) **Properties Held in Trust.** The parties agree that all vehicles, equipment, and property, real or personal, tangible or intangible, that have been paid for in full or in part by funds supplied by the Authority are held by Contractor in trust for the benefit of the taxpayers of the District, and that Authority has all rights and powers of enforcement with respect to such trust.

(ii) **Assets Paid For By Authority.** Upon termination of this Agreement, Contractor shall return to Authority, for the use and benefit of the taxpayers, all assets purchased with funds provided to Contractor under this or any prior agreement with the Authority. Authority will assume any obligation on such assets which was incurred in accordance with the terms of this Agreement.

(iii) **Assets Paid For By Contractor.** Any assets which were purchased solely with funds other than those provided by Authority to Contractor under this, or any preceding agreement, shall remain the property of Contractor.

(iv) **Assets Paid For By Both Contractor and Authority.** In case of any asset purchased with funds of both Contractor and the Authority, Contractor and Authority shall determine the fair market value of such asset, and then shall pro-rate such fair market value according to the respective interest of both Contractor and

the Authority. In the event Contractor desires to retain said asset, Contractor shall pay to Authority an amount equal to Authority's interest in said asset. In the event that Authority desires to retain said asset, Authority shall pay to Contractor an amount equal to Contractor's interest in said asset. If neither Contractor nor the Authority desires to retain said asset, then the asset will be sold at public sale to the highest bidder and the net proceeds distributed according to the respective interest of each of Contractor and the Authority.

(v) Intangible Assets. Upon termination of this Agreement, Contractor shall also return to Authority all unexpended monies received from the Authority, pursuant to this or prior Agreements, including monies in reserve or in any bank account, but not earned as compensation for services provided.

(vi) Date to Return Assets. The return of any assets and funds shall be executed and completed upon the effective date of termination, as specified in the termination notice.

(vii) List of Assets. In connection with the return of assets and funds, Contractor shall submit to Authority a list of the capital assets, along with a list of the accounts held in Contractor's name, which are held in conjunction with this Agreement.

(viii) Debt Resolution. Contractor is responsible for all pro-rated debts incurred in the performance of the obligations of this Agreement.

SECTION 803. PERFORMANCE DEFICIENCY. In the event that the Authority finds

any deficiency in meeting the level of services described herein which affects, or may affect, the performance of services hereunder, Authority shall notify Contractor of such deficiency, or deficiencies, and shall give Contractor thirty (30) days from receipt of such notice within which to cure such deficiency to the satisfaction of Authority. Authority may, in its sole discretion, extend the cure period. In the event of such extension, Contractor and Authority shall prepare an agreement outlining a planned program for curing the deficiency.

SECTION 804. RESOLUTION OF DISPUTES. Resolution of any controversy or dispute that may arise under this Agreement shall be resolved in a timely manner. Parties shall establish a committee consisting of representatives of Contractor, the Authority, and of a fire service provider mutually acceptable to Contractor and the Authority. The committee shall meet as the circumstances may deem necessary to resolve controversies and disputes. To the extent Contractor and the Authority cannot, after good faith attempts, resolve any controversy or dispute that may have arisen under this Agreement, either party, to the extent its interests are adversely impacted, may refer the matter to mediation. In such case, the parties shall select a mediator mutually acceptable to the parties and shall share the costs of mediation equally. If mediation fails to resolve the dispute, either party may pursue its legal remedies, including, but not limited to, filing a complaint in the appropriate court possessing competent jurisdiction.

**ARTICLE IX
MISCELLANEOUS**

SECTION 901. NON-DISCRIMINATION IN EMPLOYMENT. Contractor will not

discriminate against any applicant for employment because of age, race, color, religion, sex, or national origin. Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated fairly or equally during employment, without regard to age, race, color, religion, sex, or national origin. Such action shall include, but not be limited to, recruiting and related advertising, layoff or termination, upgrading, demotion, transfer, rates of pay and compensation, and selection for training, including apprenticeship. Contractor will post in conspicuous places, available to all employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

SECTION 902. NOTICES. All notices, consents, and agreements required or permitted by this Agreement shall be in writing, and, as applicable, shall be transmitted by registered or certified mail, return receipt requested, with notice deemed to be given upon receipt; postage prepaid, and shall be addressed as follows:

If to Authority: Pinellas County Fire Protection Authority
12490 Ulmerton Road
Largo, Florida 33774

If to Contractor: See Appendix B

SECTION 903. ENTIRE AND COMPLETE AGREEMENT. This Agreement, as amended, and all Appendices hereto, constitute the entire and complete agreement of the Parties with respect to the services to be provided hereunder. This Agreement, unless provided herein to the contrary, may be modified only by written agreement duly executed by the Parties with the same formality as this Agreement.

SECTION 904. OTHER DOCUMENTS. Each Party agrees to execute and deliver any instruments and to perform any acts that may be necessary or reasonably requested in order to give full effect to this Agreement.

SECTION 905. APPLICABLE LAW. The law of the State shall govern the validity, interpretation, construction, and performance of this Agreement.

SECTION 906. WAIVER. Unless otherwise specifically provided by the terms of this Agreement, no delay or failure to exercise a right resulting from any breach of this Agreement shall impair such right or shall be construed to be a waiver thereof, but such may be exercised from time to time and as often as may be deemed expedient. Any waiver shall be in writing and signed by the Party granting such waiver. If any representation, warranty, or covenant contained in this Agreement is breached by either Party and thereafter waived by the other Party, such waiver shall be limited to the particular breach so waived, and shall not be deemed to waive any other breach under this Agreement.

SECTION 907. SEVERABILITY. In the event that any provision of this Agreement shall, for any reason, be determined to be invalid, illegal, or unenforceable in any respect, the Parties hereto shall negotiate in good faith and agree to such amendments, modifications, or supplements of or to this Agreement, or such other appropriate actions as shall, to the maximum extent practicable in light of such determination, implement and give effect to the intentions of the Parties as reflected herein, and the other provisions of this Agreement shall, as so amended, modified, supplemented, or otherwise affected by

such action, remain in full force and effect.

SECTION 908. CONTRACTOR IS INDEPENDENT CONTRACTOR. The parties agree that throughout the term of this Agreement, and during the performance of any obligations hereunder, Contractor is an independent contractor in all respects and shall not be the agent, servant, officer, or employee of the Authority or Pinellas County.


SECTION 909. NO THIRD-PARTY BENEFICIARIES; ASSIGNMENT. This Agreement is not intended, nor shall it be construed, to inure to the benefit of any third person or entity not a party hereto, and no right, duty, or obligation of Contractor under this Agreement shall be assigned to any person, private association or corporation, not-for-profit corporation, or public body without the prior written consent of the Authority.

SECTION 910. HEADINGS. Captions and headings in this Agreement are for ease of reference and do not constitute a part of this Agreement.

SECTION 911. COUNTERPARTS. This Agreement may be executed in more than one counterpart, each of which shall be deemed an original.

IN WITNESS WHEREOF, the parties hereto, by and through their undersigned authorized officers, have caused this Agreement to be executed on this 4 day of November, 1999.

ATTEST:
KARLEEN F. DE BLAKER, CLERK

by 
Deputy Clerk
(seal)

PINELLAS COUNTY
FIRE PROTECTION AUTHORITY
by and through its Board of County Commissioners

by 
Chairman

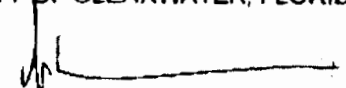
APPROVED AS TO FORM


Office of County Attorney

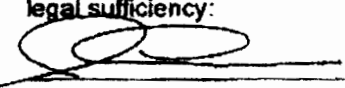
Countersigned:


Mayor-Commissioner

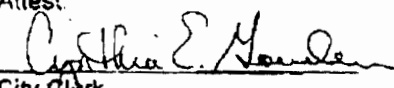
CITY OF CLEARWATER, FLORIDA

By 
City Manager

Approved as to form and
legal sufficiency:


Assistant City Attorney

Attest:


City Clerk

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APPENDIX A

FIRE DISTRICTS

Fire District	Fire Service Contractor
Belleair Bluffs Fire Control District	City of Belleair Bluffs
Clearwater Fire Control District	City of Clearwater
Dunedin Fire Control District	City of Dunedin
East Lake Tarpon Fire Control District	East Lake Fire and Rescue, Inc.
Gandy Fire Control District	City of St. Petersburg
Largo Fire Control District	City of Largo
Highpoint Fire Control District	City of Largo
Lealman Volunteer Fire Control District	Lealman Fire and Rescue, Inc.
Pinellas Park Fire Control District	City of Pinellas Park
Highpoint Fire Control District	City of Pinellas Park
Safety Harbor Fire Control District	City of Safety Harbor
Seminole Volunteer Fire Control District	City of Seminole
South Pasadena Fire Control District	City of South Pasadena
Tarpon Springs Fire Control District	City of Tarpon Springs
Tierra Verde Fire Control District	City of St. Petersburg

APPENDIX B

FIRE SERVICE CONTRACTORS

CITY OF BELLEAIR BLUFFS
115 Florence Drive
Belleair Bluffs, FL 33770-1978
Attn: Mayor

CITY OF ST. PETERSBURG
P.O. Box 2842
St. Petersburg, FL 33731-2842
Attn: City Manager

CITY OF CLEARWATER
112 S. Osceola Avenue
Clearwater, FL 33758-4748
Attn: City Manager

CITY OF SEMINOLE
7464 Ridge Road
Seminole, FL 33772-5226
Attn: City Manager

CITY OF DUNEDIN
P.O. Box 1348
Dunedin, FL 34697-1348
Attn: City Manager

CITY OF SOUTH PASADENA
7047 Sunset Drive South
South Pasadena, FL 33707-2895
Attn: City Clerk

EAST LAKE FIRE AND RESCUE, INC.
3375 Tarpon Lake Blvd.
Palm Harbor, FL 34685
Attn: Chairman

CITY OF TARPON SPRINGS
324 Pine Street East
Tarpon Springs, FL 34689
Attn: City Manager

CITY OF LARGO
P.O. Box 296
Largo, FL 33779-0296
Attn: City Manager

LEALMAN FIRE AND RESCUE, INC.
4017 56th Avenue North
St. Petersburg, FL 33714
Attn: President

CITY OF PINELLAS PARK
P.O. Box 1100
Pinellas Park, FL 33780-1100
Attn: City Manager

CITY OF SAFETY HARBOR
750 Main Street
Safety Harbor, FL 34695-3597
Attn: City Manager

APPENDIX C

Pinellas County Fire Services Agreement SUPPLEMENTAL FINANCIAL INFORMATION

Instructions:

In accordance with Pinellas County Home Rule Charter and Chapter 62, Article II of the Pinellas County Code and the Fire Services Agreement, funds provided by Pinellas County to Contractor can only be used in support of fire related activities. Therefore, a proportional share of any unspent balance at the conclusion of a fiscal year are to be returned to Pinellas County where these funds will be retained in a discrete special revenue fund for the Fire District. The return of these funds will be accomplished through a reduction to the current year support funding from Pinellas County to Contractor.

In accordance with Section 409(a), the following form will be provided to Pinellas County no later than April 1 of the year following the audited year together with the Financials. The results of the form (line 7) and supporting annual audit may be used to adjust the current year payments from Pinellas County to Contractor.

To be Completed by Contractor:

Contractor (District Supporting) _____

Person Completing Form _____

Phone Number _____

Fiscal Year _____

Note: All references are only to the Fire District, and do not include any revenue or expenditures associated with EMS. State Law and County Code forbid the use of fire funds for EMS purposes or EMS funds for fire fighting, i.e., fire funds cannot be used to purchase rescue units, attend EMS related conferences or membership in EMS organizations or to pay salary and benefits of EMS personnel, etc. If the specific items are not documented in the audited financials, please compute the amount and place it on the form and attach documentation showing how the information was calculated citing information contained in the audited financials.

- | | | |
|---|-------|------------------|
| 1. Total Expenditures by Contractor | _____ | page audit _____ |
| 2. Less: Other Revenues received by Contractor* | _____ | page audit _____ |
| 3. Total Outlay by Contractor (1 less 2) | _____ | page audit _____ |
| 4. Pinellas County Percentage of District ** | _____ | |
| 5. Total Pinellas County Share (3 times 4) | _____ | |
| 6. Pinellas County paid to Contractor | _____ | page audit _____ |
| 7. Total Due to Pinellas County (the District)
difference 6 less 5 | _____ | |
| 8. Fund Balance retained by Contractor | _____ | page audit _____ |

* Includes interest and other fire protection agreements

** To be provided by Pinellas County Fire Authority

PLEASE INCLUDE A COPY OF YOUR ANNUAL AUDIT AND ANY OTHER
SUPPORTING DOCUMENTATION AS NEEDED.