

BOARD OF COUNTY COMMISSIONERS

DATE: April 15, 2014

AGENDA ITEM NO. 18

Consent Agenda ☐

Regular Agenda ☒

Public Hearing ☐

County Administrator's Signature

Subject:

Extension of the Fire Protection Services Agreement for Tierra Verde Fire Control District.

Department:

Safety and Emergency Services

Staff Member Responsible:

Bruce J. Moeller, Executive Director

Recommended Action:

I RECOMMEND THE BOARD OF COUNTY COMMISSIONERS (BOARD), APPROVE A TWO-YEAR EXTENSION OF THE FIRE PROTECTION SERVICES AGREEMENT WITH LEALMAN SPECIAL FIRE CONTROL DISTRICT (LEALMAN), ON BEHALF OF THE TIERRA VERDE FIRE CONTROL DISTRICT.

IT IS FURTHER RECOMMENDED THAT AFTER EXECUTION OF THE AGREEMENT BY LEALMAN, AUTHORITY BE GRANTED FOR THE CHAIR TO SIGN AND THE CLERK TO ATTEST.

Summary Explanation/Background:

The existing Fire Protection Services Agreement was executed on August 18, 2009. The term of the agreement is for five (5) years, with one (1) additional five (5) year option to extend through a written mutual agreement between Lealman and the Board. Lealman has expressed their desire to extend the current agreement for the additional five (5) year option.

Staff does not recommend a five-year renewal for the following reasons:

- 1) The details of a long-term financial sustainability plan for Emergency Medical Services have not yet been finalized. Staff plans to bring forward the final agreements on this issue over the summer.
- 2) As noted in the Board's Work Session from April 2, 2013, Fire District Funding remains a strategic priority still to be addressed. Staff anticipates bringing forward recommendations on this issue sometime in the next 12 to 18 months.
- 3) Over the past two years, the board has approved new fire protection agreements for South Pasadena and Highpoint fire districts. Both of these agreements provided significant cost savings for taxpayers. These two recent agreements are structured significantly different than the existing fire service agreement with Lealman for Tierra Verde. Staff is evaluating the potential for cost savings in Tierra Verde utilizing the same framework as these two most recent agreements.

In the alternative, the Board could elect to provide no renewal of this agreement and immediately place the fire protection services agreement out for competitive bid. Under this option, staff would anticipate utilizing the same framework as the recent South Pasadena and Highpoint fire agreements. However, for the reasons outlined above, staff is not recommending this alternative.

Staff does believe a shorter two-year renewal provides adequate time to address the issues above, continues services with the existing fire provider, and allows for the development of a new bid process which will incorporate service and fiscal components designed for the benefit of Tierra Verde residents.

Therefore, Staff recommends renewal for two (2) years with a new expiration date of September 30, 2016.

The attached agreement also contains two minor changes as follows:

1. Incident command language was changed to ensure nearest chief officer response to structure fires or other significant incidents.
2. Based on Board action taken in 2010, the millage cap increased from 1.5 mills to 3 mills.

Fiscal Impact/Cost/Revenue Summary:

Ad valorem taxes collected from Tierra Verde Fire Control District support the agreement's annual expenditure, projected at \$1,300,000 for FY15.

Exhibits/Attachments Attached:


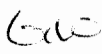

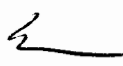


Contract Review Transmittal Slip
Option of Renewal Agreement
Current Fire Protection Agreement

NON-PURCHASING CONTRACT REVIEW TRANSMITTAL SLIP

PROJECT: Extension of fire protection services agreement for Tierra Verde	
CONTRACT NO.: N/A	ESTIMATED EXPENDITURE / REVENUE: 1.3 million (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:

REVIEW SEQUENCE	DATE	INITIAL/ SIGNATURE	COMMENTS (IF ANY)	COMMENTS REVIEWED & ADDRESSED OR INCORPORATED
Originator: Mike Cooksey Safety & Emergency Services	12/12/13			
Risk Mgmt: Ginger White	12/16/13		See changes to Inc. Reg. Pg 17 & Exhibit B, #9 (2/13)	OK to leave as is, as per GW email SAB 3-11-14
Finance:** Cassandra Williams	12/17/13			
OMB:** Bill Berger	12/23/13		see change to agenda sheet (fiscal impact)	incorporated SAB 3-8-14
Legal: Don Crowell	03/12/14		See attached email and redline.	incorporated SAB 3-18-14
Executive Director: Bruce J. Moeller	3/18/2014			

Please return to Michael Cooksey By December 27, 2013.
All inquiries should be made to Michael Cooksey ext. 22437.

** See Contract Review Process

Revised 5.13.13

EXTENSION OF FIRE PROTECTION SERVICES AGREEMENT

THIS AGREEMENT made this _____ day of _____, 2014, between the LEALMAN SPECIAL FIRE CONTROL DISTRICT, ("Contractor") and PINELLAS COUNTY BOARD OF COUNTY COMMISSIONERS, ("County") on behalf of the Tierra Verde Fire Control District, a Municipal Services Taxing Unit, ("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 August 18, 2009 and is set to expire September 30, 2014 with an option to extend for one (1) additional five (5) year term.
3. Contractor and County wish to extend the agreement for two (2) years with a new expiration of September 30, 2016.
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, 2016, except for the following:
 - a. Page 9, Section 401, paragraph (f), will now read as follows: In addition to the personnel provided in (c) above, Contractor will provide command officers, its own or through the use of automatic aid, to respond to incidents within the primary service area.
 - b. Page 19, section 701, Compensation, will be modified reflect the increase to the millage cap from 1.5 mills to 3.0 mills.

IN WITNESS WHEREOF, the parties hereto, by and through their undersigned authorized officers have caused this extension to be executed on this _____ day of _____, 2014.

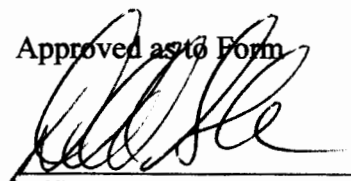
ATTEST
KEN BURKE, CLERK

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

by : _____
Deputy Clerk

by: _____
Chairman

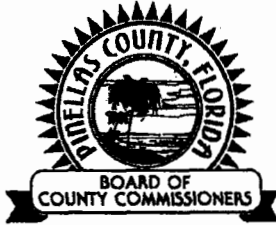
Approved as to Form



Office of the County Attorney
Subject to proper Execution
ATTEST:

LEALMAN SPECIAL FIRE CONTROL
DISTRICT
by and through its Board of Commissioners

by: _____
Chairperson



BOARD OF COUNTY COMMISSIONERS

DATE: August 18, 2009
AGENDA ITEM NO. 21.

Consent Agenda ☐

Regular Agenda ☒

Public Hearing ☐

County Administrator's Signature:

Subject:

Approval of Final Negotiated Contract - Fire Protection Services - Tierra Verde
RFP No. 089-0356-P(SS)

Department:

Department of Public Safety Services / Purchasing

Staff Member Responsible:

Dick Williams / Joe Lauro

Recommended Action:

I RECOMMEND THE BOARD OF COUNTY COMMISSIONERS (BOARD) APPROVE THE FINAL NEGOTIATED CONTRACT FOR FIRE PROTECTION SERVICES, TIERRA VERDE, WITH LEALMAN SPECIAL FIRE CONTROL DISTRICT (LEALMAN), ST. PETERSBURG, FLORIDA.

IT IS FURTHER RECOMMENDED THAT THE CHAIRMAN BE AUTHORIZED TO SIGN AND THE CLERK BE AUTHORIZED TO ATTEST THE AGREEMENT.

Summary Explanation/Background:

On July 7, 2009, the Board approved the ranking of firms and authorized staff to negotiate with the highest ranked agency, Lealman, for Fire Protection Services, Tierra Verde.

The final negotiated contract with Lealman is now being presented to the Board for consideration. A negotiation team consisting of a staff person from the Department of Public Safety Services, staff from the County Attorney's Office and staff from the Purchasing Department have negotiated a contract with highlights including, but not limited to the following:

1. Required services dictating the response of firefighting apparatus, units and personnel to the scene of a fire, life safety related emergency, medical emergency, man-made or natural disaster or public service request.
2. Command and control of the emergency scene, containment of any fire and mitigation of any hazards.
3. Investigation of any fire to determine the cause and origin.
4. Plan reviews for all new commercial, industrial, multi-family and certain single family dwelling construction projects.
5. Inspection of commercial, industrial and multi-family dwellings for compliance with fire and life safety codes
6. Education of the public in fire prevention, life safety and disaster preparedness.
7. Development of a disaster response plan that will address issues regarding deployment, staffing, evacuation and reentry into the Fire District in accordance with the County Comprehensive Emergency Management Plan.
8. Fort-DeSoto coverage and the Station Lease Agreement.
9. The Tierra Verde community logo (to be designed with assistance from the Community Association) to be

displayed on the fire apparatus and uniforms.

9. Lealman has agreed to provide a fire apparatus for use in the District while a new apparatus is being purchased (with Capital Reserve Funds from the District).

10. The Agreement requires a minimum three (3) person staffing level and seven (7) minutes and thirty (30) seconds or less response time to ninety (90) percent of all emergency requests.

11. Annual compensation to Lealman will not exceed the 1.5 Tierra Verde millage cap, nor will the annual budget request exceed the percentage increase in the Municipal Cost Index, or five and one-half percent (5.5%), whichever amount is less.

12. The Agreement has provision to allow the Board to review the annual budget and make such changes and recommendations as it deems necessary.

This agreement is for an initial period of five (5) years with one (1) additional five (5) year option of renewal through a written mutual agreement between Lealman and the Board.

The negotiated price for this Agreement includes the cost for fire protection, EMS first responder and Fort DeSoto Park coverage. The budget for fire protection is based on the proposed budget submitted by Lealman in their RFP response (\$1,081,700) plus \$39,528 for vehicle maintenance, utilities and fuel costs. These costs were provided by County staff based on actual budget experience in Tierra Verde.

Fiscal Impact/Cost/Revenue Summary:

Estimated FY 09-10 Fire District Expenditure \$1,121,228

Estimated FY 09-10 1st Responder Expenditure \$ 461,148

Estimated FY 09-10 Fort Desoto Expenditure \$ 1,000

Funds are available in the FY 09-10 Fire Districts and EMS Operating Budgets

Exhibits/Attachments Attached:

1. Final Agreement
2. Fire Station Lease Agreement
3. Fort DeSoto Agreement

**TIERRA VERDE and FORT DESOTO
FIRE PROTECTION and
FIRST RESPONDER SERVICES
AGREEMENT**

_____, 2009

**PINELLAS COUNTY
Board of County Commissioners
12490 Ulmerton Road
Largo, FL 33774**

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**TIERRA VERDE AND FORT DESOTO FIRE PROTECTION
AND
FIRST RESPONDER SERVICES AGREEMENT**

AGREEMENT made this _____ day of _____, 2009, between LEALMAN SPECIAL FIRE CONTROL DISTRICT, ("Contractor"), and the PINELLAS COUNTY BOARD OF COUNTY COMMISSIONERS ("Board") on behalf of the Tierra Verde Fire District, a municipal service taxing unit.

RECITALS:

1. The Board pursuant to the Pinellas County Home Rule Charter has authority to establish fire protection services for the unincorporated portion of the County.
2. The Board 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 Ordinance 88-30, the Board created the Tierra Verde Fire District to provide fire protection and suppression services to Tierra Verde.
4. The Board is authorized to enter into agreements for Fire Protection and, as the Emergency Medical Services Authority, First Responder services, and Contractor wishes and is able to provide Fire Protection Services (as defined herein).
5. The Board will compensate Contractor for providing Fire Protection and First Responder 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 and First Responder Services in Tierra Verde and Fort DeSoto.

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 Station Lease Agreement
- Appendix C.** Supplemental Financial Information
- Appendix D.** Fort DeSoto Agreement
- Appendix E.** Compensation schedule
- Appendix F.** Automatic Aid/Closest Unit Response Agreement

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 and First Responder Services for the Tierra Verde Fire Control District and Fort DeSoto. 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, medical 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.
- Investigation of any fire to determine the cause and origin
- Plan reviews for all new commercial, industrial, multi-family and certain single family dwelling construction projects.
- Inspection of commercial, industrial and multi-family dwellings for compliance with fire and life safety codes
- Education of the public in fire prevention, life safety and disaster preparedness

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 Board and be attested to by Contractor's auditor.333

"Authority" means the Pinellas County Emergency Medical Services Authority created pursuant to Laws of Florida chapter 80-585 as amended.

"Board" means the Pinellas County Board of County Commissioners, or its authorized representatives.

"Automatic Aid/Closest Unit Response Agreement" means the Agreement by and between every political subdivision and fire control district within Pinellas County originally 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.

"Capital Asset" means any equipment purchased with a value greater than one thousand dollars (\$1,000).

"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 the provider of fire protection services under 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 Tierra Verde Fire Control District.

"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 purchased through the use of District funds, 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 Board, 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 and must be approved by the Board.

"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.

"Limited Access" means locations or areas that are not practical to access with a Firefighting Apparatus and typically require a four wheel drive type vehicle.

"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 Board 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.

"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 and Board 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,

"Special Events" means non-emergency events, such as sporting events, parades, festivals and other group or mass gatherings, which may require Fire Protection Services.

"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 operated 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 Pumper 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 BOARD. Board represents to Contractor that each of the following statements is presently true and correct:

(a) **Existing.** Board is the governing body of Pinellas County Government including the Tierra Verde Fire Control District 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 Board, 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 Board.

(c) **Enforceability.** This Agreement constitutes a legal, valid, and binding obligation of Board enforceable against Board 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.** Board is fully capable, financially and otherwise, to perform its obligations hereunder.

(e) **No Litigation.** There are no pending, or to the knowledge of Board, threatened actions or proceedings before any court or administrative agency to which Board 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 Board that each of the following statements is presently true and correct:

(a) **Existing.** Contractor is an independent special district, 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 Board.

(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 of 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) **Firefighting Apparatus.** Capital funds shall be made available from the revenues of the District for the purchase of appropriate Firefighting Apparatus. The Board, at its election may, after consultation with Contractor, purchase the apparatus which may be held in the name of the Board and will be provided for the use of the Contractor.

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

(c) **Staffing of Vehicles.** The desired level of staffing shall be four (4) crew members. Firefighting Apparatus shall be continuously operational with a minimum staffing level of three (3) Firefighters as follows: one State Certified Company Officer, one Pump Operator with Emergency Vehicle Operator certification and one Florida Firefighter II. One of these positions must also be a State Certified Paramedic, cleared by the Office of the Medical Director, which will be funded by the Authority in accordance with the First Responder Agreement (see §415)

(d) **Fire Equipment.** Except as otherwise provided herein, 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. All Capital Assets purchased with Fire District funds will be reported to the Board at the time of purchase. Capital Assets will remain the property of the Board.

(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 command officers to respond to incidents within the District.

(g) **Station Lease.** In order to fulfill the terms and conditions of this agreement, Contractor shall occupy and have full use of the County owned fire station located at 540 Sands Point Road, Tierra Verde, Florida 33715. Contractor agrees to all terms and conditions of the Station Lease Agreement as stated in Appendix "B".

(h) **Special Events.** If sufficient District funds are available, the Board will purchase a Unit capable of responding to Special Events and Limited Access areas. Staffing of Vehicles, as required in Section 401 (c) may be modified to accommodate the Unit staffing for Special Events and Limited Access areas.

SECTION 402. RESPONSE TIME.

Due to the limited access to the Tierra Verde Fire District, it is imperative that the Firefighting Apparatus assigned to the Fire District remain in the Fire District when not responding to a request for service. A replacement Firefighting Apparatus must be made available in the District prior to performing scheduled maintenance on the primary Firefighting Apparatus. Replacement Personnel must be reassigned to the District prior to any on duty Personnel leaving the District for any cause not related to fire or emergency medical requests. Should the

Firefighting Apparatus assigned to the District develop mechanical problems that cause the vehicle to become inoperable, a replacement Firefighting Apparatus will be relocated to the District and be in service within three (3) hours.

(a) Emergency Requests.

Response Time to not less than ninety percent (90%) of all Emergency Requests which are (1) categorized as a medical or traumatic emergency, structure fire or a fire alarm; (2) within the Tierra Verde Fire Control 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 Board 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) Emergency Requests located in Fort DeSoto Park.

(5) 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. 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 consistent with those countywide standard operating procedures approved by the Pinellas County Fire Chiefs Association at all times and shall correct any deviations.

(b) **Ride-Alongs.** Contractor may allow the Board 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 Board, 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 and Chapter 401, 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 such periods, Contractor shall notify the Board and shall be released from the requirements of Section 402. When disaster assistance has been terminated, Contractor shall notify the Board 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 and First Responder Services in accordance with the Automatic Aid/Closest 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 Board, update their Run Cards to insure their accuracy and coordinate any changes with any affected Contractor(s). The Board, with the consent of Contractor, may update and manage the applicable Run Cards.

SECTION 408. FIRE REPORTING SYSTEM. Contractor shall gather and enter data into the electronic fire reporting system for every Emergency Request responded to by Contractor's Personnel. Maintenance and operating costs of this information system shall be the responsibility of the Board.

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 all fire incident reports and data entry requirements to insure the accuracy and completeness of such reports, as approved and periodically revised, by Contractor and the Board. Contractor and the Board 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.** No later than April 1st of each fiscal year, Contractor shall provide the Board with the Annual External Audit, prepared by Contractor's external auditor, certifying the amount of monies received from the Board 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". The Annual External Audit and Supplemental Financial Information shall be submitted to the Board within ten days after receipt by the Contractor.

(b) **Budget Request Submission.** Contractor shall submit to the Board Contractor's projected Budget Request for providing Fire Protection and First Responder Services described herein. Such budget shall be prepared in accordance with budget preparation instructions and forms provided each Fiscal Year by the Board. The Board shall review the budget and may make such changes and recommendations as it deems necessary or appropriate. Contractor's budget for the subsequent Fiscal Year must be submitted by the date specified by the Board as the Fire District millage rate will be based on this budget submission.

(c) **Adopted Budget Submission.** Contractor shall submit to the Board Contractor's Adopted Budget no later than ten (10) calendar days after the beginning of the subsequent Fiscal Year. Upon review and approval of the budget by the Board beginning after October 1 of a given Fiscal Year, monthly payments will be made to the Contractor in the amount of one-twelfth (1/12) of the approved budget. Payments will be based on the lower amount of the initial Budget Request and the Approved Budget.

(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 suspicious 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 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. Any fees charged by the Contractor for Fire Inspections shall be approved in advance by the Board. If the Contractor provides fire inspections within any other jurisdiction; the fee shall not exceed those fees charged by Contractor within the Lealman Fire District. The Board is not responsible for any payments associated with Fire Inspections.

(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 Fire District, in accordance with the Fire Prevention Code. The Board 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. Any fees charged by the Contractor for Plan Reviews and Final Fire Inspections shall not exceed those fees charged within the Lealman Fire District and must be approved in advance by the Board. The Board is not responsible for any payments associated with Plan Reviews and Final Fire Inspections.

(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 Board 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 Fire District, will be forwarded to Contractor for investigation. Contractor will forward to the Board 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 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. 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 413. PUBLIC EDUCATION. Contractor is encouraged to make available to the Fire District, 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 Board.

SECTION 414. SHARED RECOGNITION. Contractor shall display the Fire District name on the Firefighting Apparatus and certain uniforms so that they are clearly identified to the general public as Tierra Verde Fire District resources. Any news releases, statements, or public information given by Contractor's or Board's personnel to the public or the media shall include shared positive recognition of all service providers and system components, as applicable.

SECTION 415. EMERGENCY MEDICAL FIRST RESPONDER SERVICES Contractor shall also provide Emergency Medical First Responder services in the Fire District which boundaries (including Fort DeSoto Park) shall also be the Tierra Verde EMS District. These services will be provided in accordance with Chapter 80-585, Laws of Florida and Chapter 54 of the Pinellas County Code as amended from time to time. Such services shall be

under the auspices of the Authority and shall be conducted in the same manner as required by the First Responder Agreement then in force between Contractor and Authority, which Agreement is incorporated by reference herein. Contractor will be compensated in an amount to be set by the Authority in accordance with the EMS ad valorem millage established by 80-585, Laws of Florida. The amount budgeted for the first year of this agreement is set forth in Appendix E and will be established from year to year by the Authority.

SECTION 416. DISASTER RESPONSE PLAN Contractor will develop a disaster response plan that will address issues regarding deployment, staffing, evacuation and reentry into the Fire District in accordance with the County Comprehensive Emergency Management Plan. This plan must be submitted for approval to the Director of Public Safety Services and the Emergency Management Director of Pinellas County. This plan will be provided within 30 days of the commencement of this agreement and be submitted for annual review and approval no later than May 1st of every succeeding calendar year during the contract term.

SECTION 417. FORT DESOTO Contractor will respond to requests for assistance that are located in Fort DeSoto. Responsibilities will be governed by the terms in the Fort DeSoto Agreement (Appendix D).

ARTICLE V DUTIES AND RESPONSIBILITIES OF BOARD

SECTION 501. ROLE OF THE BOARD.

The Board acting as the Fire Authority has jurisdiction 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 and has authority under the Pinellas County Home Rule Charter to provide fire protection services to the unincorporated portions of the county. The Board shall not interfere with the daily operations of Contractor in providing Fire Protection and First Responder Services. The Board shall perform all functions as indicated, pursuant to Pinellas County Home Rule Charter, Sec 114-241-246 and Chapter 62, Article II, of the Pinellas County Code.

SECTION 502. AUDIT AND INSPECTION. Representatives of the Board 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 Board for its examination, its records with respect to all matters covered by this Agreement, and Board 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. Board'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. Board shall pay any reasonable costs for copying any materials requested.

SECTION 503. COMMUNICATIONS INFRASTRUCTURE. Board 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 be self-insured or shall pay for and maintain at least the following insurance coverages and limits. Insurance coverages and limits shall be evidenced by delivery to the County of a certificate of insurance executed by the insurers listing coverages and limits, expiration dates and terms of policies, and all endorsements, whether or not required by the County, and listing all carriers issuing said policies; and, a certified copy

(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 no greater than \$500,000.

(e) Contractor shall be responsible for providing coverage for property damage to any apparatus purchased for the use of contractor using Tierra Verde Fire Control District funds. The apparatus shall be insured to its fair market value or in such other amount as agreed to in writing by the parties.

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 Board. Contractor shall also notify said Board 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 Board 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 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 specific coverage or limits required herein. Contractor may use such funds as Contractor sees fit to fund its overall insurance program.

(e) **To the extent, not otherwise prohibited by F.S. 768.28**, Contractor agrees that it will defend, indemnify, and save the Board 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 Board or the Authority and their agents and employees.

SECTION 603. COVERAGE OF BOARD ASSETS Contractor will be responsible for insuring any fire fighting apparatus purchased by the Board for use in the Fire District in accordance with this Article. The insurance requirements regarding the Board provided Fire Station shall be governed by the lease agreement in Appendix "B"

ARTICLE VII **COMPENSATION AND OTHER FINANCIAL PROVISIONS**

SECTION 701. COMPENSATION. Subject to the terms of the bid, the Board shall review and approve Contractor's Budget Request. The final budget amount, including Capital Reserves, paid to the Contractor cannot exceed the amount of ad valorem taxes generated by the fire district. Pursuant to referendum, the millage cap for Tierra Verde is 1.5 mills. 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.

Annual Compensation shall not exceed the percentage increase in the Municipal Cost Index (published in American City and County Magazine) as of March each year for the most recent twelve (12) months, or five and one-half percent (5.5%), whichever amount is less.

SECTION 702. USE OF RESERVE FOR FUTURE YEARS. Upon a written request of Contractor, the Board shall review and provide funding for the Board's portion of a capital expenditure from Contractor's Reserve for Future Years fund held by The Board shall pay Contractor a single payment upon completion of the project or at agreed-upon milestones of a major project.

SECTION 703. WITHHOLDING FUNDS. Board 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 fire protection funds provided pursuant to the Agreement are derived from ad valorem taxes collected pursuant to Section 114-241-246, 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 Board 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 Board.

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 Board. If funds are not appropriated by Board for any or all of this Agreement, Board 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. Board 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 or lease, and Contractor shall not mortgage or pledge as security any such assets for any debt without the written consent of Board.

ARTICLE VIII **TERM AND TERMINATION**

SECTION 801. TERM OF AGREEMENT. This Agreement shall take effect on October 1, 2009, and shall continue through September 30, 2014, unless terminated or renewed in accordance with this Agreement. The Agreement may be extended for one additional five (5) year term through a written mutual agreement between the Contractor and the Board. Written notice of intent to extend this agreement under this provision must be provided no later than 180 days prior to the termination of this agreement.

SECTION 802. TERMINATION AND DISPOSITION OF ASSETS.

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

Upon the effective date of termination of the Agreement, the Board is not obligated to pay Contractor for continuing 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 Board 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 Board are held by Contractor in trust for the benefit of the taxpayers of the District, and that Board has all rights and powers of enforcement with respect to such trust.

(ii) **Assets Paid for by Board.** Upon termination of this Agreement, Contractor shall return to Board, for the use and benefit of the taxpayers, all assets purchased with funds provided to Contractor under this or any prior agreement with the Board. Board 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 paid for by the Contractor under this, or any preceding agreement, shall remain the property of Contractor.

(iv) **Assets Paid for by Both Contractor and Board.** In case of any asset purchased with funds of both Contractor and the Board, Contractor and Board 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 Board. In the event Contractor desires to retain said asset, Contractor shall pay to Board an amount equal to Board's interest in said asset. In the event that Board desires to retain said asset, Board shall pay to Contractor an amount equal to Contractor's interest in said asset. If neither Contractor nor the

Board 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 Board.

(v) Intangible Assets. Upon termination of this Agreement, Contractor shall also return to Board all unexpended monies received from the Board, 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 Board 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 Board finds any deficiency in meeting the level of services described herein which affects, or may affect, the performance of services hereunder, Board 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 Board. Board may, in its sole discretion, extend the cure period. In the event of such extension, Contractor and Board 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 Board, and of a fire service provider mutually acceptable to Contractor and the Board. The committee shall meet as the circumstances may deem necessary to resolve controversies and disputes. To the extent Contractor and the Board 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 Board: Pinellas County Public Safety Services
12490 Ulmerton Road
Largo, Florida 33774

If to Contractor: Lealman Special Fire Control District
4360 55 Avenue North
St. Petersburg, Florida 33714

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 Board 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 Board.

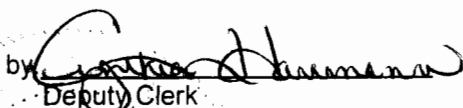
SECTION 910. HEADINGS. Captions and headings in this Agreement are for ease of reference and do not constitute a part of this Agreement.

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 18 day of August, 2009.

ATTEST:
Ken Burke, CLERK

by: 
Deputy Clerk

(seal)

APPROVED AS TO FORM


Office of County Attorney

PINELLAS COUNTY

by and through its Board of County
Commissioners and its Emergency
Medical Services Authority

by: 
Chairman

LEALMAN SPECIAL FIRE CONTROL DISTRICT

by and through its Board of Commissioners

by: 
Chairperson

APPENDIX A

FIRE DISTRICTS

<u>Fire District</u>	<u>Fire Service Contractor</u>
Belleair Bluffs Fire Control District	City of Belleair Bluffs
Clearwater Fire Control District	City of Clearwater
Dunedin Fire Control District	City of Dunedin
Gandy Fire Control District	City of St. Petersburg
Largo Fire Control District	City of Largo
Highpoint Fire Control District	City of Largo
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 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	Lealman Special Fire Control District

APPENDIX B

LEASE AGREEMENT

THIS LEASE AGREEMENT, made this 18th day of August, 2009, by and between PINELLAS COUNTY, a political subdivision of the State of Florida, hereinafter referred to as "LANDLORD" or the "COUNTY," which terms shall include COUNTY'S designated agent(s) and/or successors in interest, and Lealman Special Fire Control District, an independent special district of the State of Florida, hereinafter referred to as the "TENANT".

WITNESSETH:

WHEREAS, COUNTY and TENANT entered into a Fire Protection Services Agreement for the provision of fire services in the Tierra Verde area dated August 18, 2009; and

WHEREAS, Tenant needs a fire station to carry out its duties under the Fire Protection Services Agreement; and

WHEREAS, COUNTY has built a fire station on land owned by the County on Tierra Verde with the intention of leasing the premises to the fire protection contractor.

NOW THEREFORE, the Parties agree as follows:

1. **PREMISES:** In consideration of the covenants of the respective parties hereto, each to the other to be performed by them at the time and in the manner hereinafter provided, the COUNTY does hereby lease and let unto the TENANT, and the TENANT does hereby hire from the COUNTY, those certain premises consisting of land and building to be situated in Pinellas County, Florida, at the Southwest corner of the Pinellas Bayway and Sands Point Drive West ("Premises"), and legally described as shown in Exhibit "A" attached hereto and made a part hereof.
2. **TERM AND RENTAL:** This Lease shall be for a term commencing upon October 1, 2009, and terminating 5 years from the date of Certificate of Occupancy ("Term") This Lease may stand renewed for one (1) successive additional term of five (5) years ("Renewal Term") if the Fire Protection Agreement is renewed, unless either party shall give ninety (90) days written notice to the other party of its intent to terminate the same.
3. **USE:** TENANT covenants that the Premises during the any Term and Renewal Term shall be used and occupied for a fire station and for no other purpose or purposes, without the written consent of the COUNTY, and the TENANT shall cause the Premises to be operated for such use during the entire Term and any Renewal Term, unless prevented from doing so by causes beyond TENANT'S control or the TENANT'S duty to provide fire services for Tierra

Verde ceases. This Lease is made on the express condition that the Premises shall be used only in conformance with all applicable laws and ordinances. TENANT shall not make or permit any offensive or unlawful use of said Premises. All rights of TENANT hereunder may be terminated by the COUNTY in the event that any other use be made thereof.

4. IMPROVEMENTS:

A. All land and all permanent buildings and improvements constructed on the Premises are the property of the COUNTY.

B. All furnishings, inventory, machinery, and equipment ("Personal Property") utilized, stored, constructed or installed on the Premises by TENANT with TENANT funds not provided by the COUNTY or Authority shall be owned by the TENANT. All such Personal Property installed by the TENANT located on the Premises may be removed by TENANT, provided that said removal is accomplished prior to the expiration of the Term or any Renewal Term. TENANT, at its own expense, shall repair any damage which may be caused by such removal. TENANT'S right to remove said Personal Property shall not be construed to include removal of support equipment or fixtures, such as air-conditioning, base electrical service, or plumbing, which were provided by the COUNTY.

In case of any asset purchased with funds of both the TENANT and the COUNTY, TENANT and COUNTY 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 the TENANT and the COUNTY. In the event TENANT desires to retain said asset, TENANT shall pay to COUNTY an amount equal to its interest in said asset. In the event that COUNTY desires to retain said asset, COUNTY shall pay to TENANT an amount equal to TENANT'S interest in said asset. If neither the TENANT nor the COUNTY desires to retain said asset, then the asset will be sold at a public sale to the highest bidder and the net proceeds distributed according to the respective interest of each of the TENANT and the COUNTY.

5. TAXES: In the event that any ad valorem, rental, sales or similar taxes are levied upon the Premises due to the existence of this Lease, then TENANT shall pay all such taxes so imposed as such taxes are directly related to this Lease.

6. UTILITIES: TENANT shall be responsible for all utilities including water, sewer, trash collection, electric, gas and telecommunication service supplied to the Premises, whether determined by meter or otherwise. COUNTY shall not be liable in any manner for damages to claim by TENANT, resulting from any interruption in utility services.

7. MAINTENANCE AND SERVICES: The TENANT shall be responsible for all maintenance and services to the Premises. The TENANT shall maintain the Premises, including

lawn mowing and landscaping, building interiors and exteriors and common areas in good repair, and in a clean, neat, orderly, and sanitary condition. Said maintenance shall include, but not be limited to plumbing, heating and air conditioning units and conduits, electrical and telephone wiring and installations, walls, floors, and windows and roof.

In the event COUNTY pays any monies required to be paid by TENANT hereunder, COUNTY shall demand repayment of same from TENANT, and TENANT shall make such payment within thirty (30) days of receipt of said demand. TENANT'S failure to timely reimburse the sum demanded, up to \$10,000, shall, be deemed a breach of this Lease. TENANT will follow the Facility Management Guidelines Standard for Maintenance as it may be amended from time to time, a copy of which will be delivered to TENANT.

8. PARTIES LIABILITY: Pinellas County as a political subdivision of the State of Florida, and the Lealman Special Fire Control District, as an independent special district of the State of Florida shall remain liable for their own respective negligence pursuant to Florida law. This obligation shall not be deemed a waiver of the provisions of Section 768.28 Florida Statutes, as it is amended from time to time, or under any applicable sovereign immunity law. All property of any kind that may be on the Premises during the continuance of the Lease shall be at the sole risk of TENANT except that COUNTY shall be liable for damage to property caused by COUNTY'S sole negligence.

9. INSURANCE:

A. The insurance coverages required herein may be provided by TENANT by self-insurance, by self-funding, by purchase, or any combination thereof at the sole option of TENANT. Insurance coverages and limits shall be evidenced by delivery to the COUNTY of letters of self-insurance or self funding executed by TENANT'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 and any Renewal Term:

- (1) Workers' Compensation coverage, as required by law, and Employer's Liability Insurance of not less than \$100,000 for each accident.

- (2) 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.
- (3) 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.

B. Additional Insurance Requirements: Each insurance policy carried by TENANT shall include the following conditions by endorsement to the policy:

- (1) 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. TENANT shall also notify COUNTY within seventy-two (72) hours after receipt of any notices of expiration, cancellation, non-renewal or material changes in coverage received by the TENANT from its insurer.
- (2) Companies issuing an insurance policy, or policies, shall have no recourse against the COUNTY for payment of premiums or assessments for any deductibles, which are the sole financial responsibility of TENANT.
- (3) 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.
- (4) Any payment made by the COUNTY, , to TENANT for insurance expense, pursuant to the terms of this Lease, will be in the nature of reimbursement to TENANT for general insurance expense associated with the cost of TENANT providing the fire protection services provided for in this Agreement, and shall not be used to purchase any specific coverage or limits required herein. TENANT may use such funds as TENANT sees fit to fund its overall insurance program.
- (5) Pinellas County Board of County Commissioners shall be named as an additional insured in all required policies, except for Workers' Compensation.

C. A Certificate of Insurance shall be filed within five (5) days from the issued Certificate of Occupancy and annually thereafter to the Real Estate Management Division, 201 Rogers Street, Clearwater, Florida: 33756, Pinellas County.

10. ASSIGNMENT AND SUBLETTING: The TENANT shall not assign or in any manner transfer this Lease or any estate or interest therein without the previous written consent of the COUNTY, and not to sublet said Premises or any part or parts thereof or allow anyone to come in with, through or under it without like consent. Such consent is at the sole discretion of COUNTY. Consent by the COUNTY to one or more assignments of this Lease or to one or more sublettings of said Premises shall not operate as a waiver of COUNTY'S rights under this section.

11. ALTERATIONS, MECHANIC'S LIENS:

A. TENANT will not make any alterations, improvements or additions in or to the Premises, or install any equipment of any kind that will require any alteration or addition to, or use of the water; heating, air-conditioning or electrical or other building systems or equipment,

without the prior written consent of COUNTY. TENANT shall pay for all charges for labor, services, and materials used in connection with any improvements or repairs to the leased Premises undertaken by TENANT. All such additions, improvements and fixtures, except Personal Property, shall become the property of COUNTY and remain upon the Premises and be surrendered at the end of the Lease.

B. Any mechanic's lien against the Premises, TENANT'S leasehold, or the land and building arising out of work performed by or for TENANT are hereby expressly prohibited and in the event of the filing of any Claim of Lien, TENANT shall promptly satisfy same or transfer it to a bond; and TENANT shall in any event protect COUNTY'S interest in the underlying real estate from any such claims.

12. COVENANT AGAINST LIENS: TENANT shall have no power or authority to create any lien or permit any lien to attach to the present estate, reversion or other estate of COUNTY in the Premises herein demised or on the building or other improvements thereon, and all materialmen, contractors, artisans, mechanics and laborers and other persons contracting with TENANT with respect to the Premises or any part thereof, are hereby charged with notice that they must look to TENANT to secure payment of any bill for work done or material furnished or for any other purpose during the Term or any Renewal Term.

13. POSSESSION: TENANT shall be granted possession of the Premises immediately upon the Commencement Date of this Lease and shall be entitled to full use of said Premises.

14. CONDEMNATION: If the whole or any part of the Premises hereby leased shall be taken by any public authority under the power of eminent domain, then the Term or any Renewal Term shall cease on the part so taken from the day the possession of that part shall be required for any public purpose, and the rent shall be paid up to that day, and if such portion of the Premises is so taken as to destroy the usefulness of the Premises for the purpose for which the Premises were leased, then, from that day the TENANT shall have the right either to terminate this Lease and declare the same null and void or to continue in the possession of the remainder of the same under the terms herein provided, except that the base rent shall be reduced in proportion to the amount of the Premises taken. If the TENANT shall fail to terminate this Lease as aforesaid within thirty (30) days after notice of said taking, said failure shall be regarded as a waiver of its right to cancel, whereupon this Lease shall continue for the balance of the Term or any Renewal Term. If TENANT exercises its right to cancel, all advance rent paid by the TENANT shall be adjusted to the date of said taking.

The COUNTY shall provide notice of the commencement of condemnation proceedings to the TENANT within ten (10) days of COUNTY'S receipt of notice of their initiation if commenced by a third party, or within ten (10) days of their initiation if commenced by COUNTY.

15. DESTRUCTION OF PREMISES: If the Premises shall, without fault of TENANT, be destroyed by fire, storm, or other casualty or be so damaged thereby as to become wholly or partially untenable, COUNTY shall immediately secure the site and then may within one hundred twenty (120) days after such destruction or damage have the option to rebuild. In such event, this Lease shall remain in force and COUNTY shall rebuild or repair the Premises within a reasonable time after such election, putting the Premises in as good condition as they were at the time immediately prior to the destruction or damage. If COUNTY elects not to restore or rebuild, TENANT may have the option to do so. If neither party so elects, this Lease shall terminate effective on the date of said destruction.

16. DEFAULT: If the TENANT should fail to keep and perform any of the terms, covenants, conditions or provisions in this Lease contained to be kept and performed by the TENANT, then within fifteen (15) days of the COUNTY becoming aware of the occurrence of the default, COUNTY shall notify TENANT of the default and its demand to cure the default. Upon receipt of notice, TENANT shall have thirty (30) days from the date of receipt, to cure said default, or to commence or take such steps as are necessary to cure such default, which once commenced the TENANT shall pursue continuously until the default is finally cured. Upon TENANT'S failure to either cure said default or to take steps that are necessary to cure said default, the COUNTY may exercise any remedy it may have in law or equity. Failure to elect any of the available remedies upon the occurrence of any default shall not operate as a waiver of any future election of remedies.

17. SIGNS: Any signs, including awnings, to be used in connection with the leased Premises are at TENANT'S expense and must have COUNTY'S written approval before installation. COUNTY'S approval may not be unreasonably withheld.

18. WAIVER: One or more waivers of any covenant or condition by the COUNTY shall not be construed as a waiver of a subsequent breach of the same covenant or conditions, and the consent or approval by the COUNTY to or of any act by the TENANT requiring the COUNTY'S consent or approval shall not be construed a consent or approval to or of any subsequent similar act by the TENANT.

19. OBSERVANCE OF LAWS: TENANT shall observe, comply with and execute promptly at its expense during the Term or any Renewal Term hereof, all laws, rules,

requirements, orders, directives, codes, ordinances and regulations of any and all governmental authorities or agencies, of all municipal departments, bureaus, boards and officials, of all County, State, and Federal boards and agencies, and of insurance carriers, due to this use or occupancy of the Premises. All additions, alterations, installations, partitions, or changes shall be in full compliance with the aforementioned authorities.

20. ACCESS TO PREMISES: The COUNTY shall have the right to enter upon the Premises at all reasonable hours for the purpose of inspecting or conducting tests upon the Premises or to any property owned or controlled by the COUNTY therein. Such inspections or tests shall not unduly interfere with TENANT'S business, except as is naturally necessitated by the nature of the inspections or tests being effected. COUNTY reserves the right to use a portion of the Premises as is reasonably required for right-of-way, utilities or other public purposes so long as said use does not unreasonably interfere with the TENANT'S use of the Premises.

21. RELATIONSHIP OF PARTIES; CONSTRUCTION OF LEASE: Nothing contained herein shall be deemed or construed by the Parties, nor by any third party, as creating the relationship of principal and agent or of partnership or of joint venture between the parties hereto, and that neither the method of computation of rent, nor any other provision contained herein, nor any acts of the parties herein, shall be deemed to create any relationship between the Parties other than the relationship of LANDLORD and TENANT. Whenever herein the singular number is used, the same shall include the plural, and the masculine gender shall include the feminine and neuter genders, as appropriate. This Lease shall be governed by the laws of the State of Florida. Any changes in the applicable laws which govern this Lease may necessitate a change in Lease terms and conditions which may be effected thereby, at the time such changes may arise.

22. SURRENDER AT END OF TERM: Upon the expiration of the Term or Renewal Term or sooner termination of this Lease, TENANT shall surrender and yield possession of all permanent buildings and improvements constructed on the Premises to the COUNTY, peacefully and without notice, and in good order and condition, broom clean condition, but subject to ordinary wear and reasonable use thereof, and subject to such damage or destruction or condition as TENANT is not required to restore or remedy under other terms and conditions of this Lease. In the alternative, if the COUNTY so desires, at COUNTY'S sole discretion, TENANT shall remove all improvements constructed by the TENANT on the Premises at TENANT'S sole cost and expense returning the Premises to a condition reasonably similar to its

condition at the execution of this Lease. Tile removal of personal property shall be in accordance with Paragraph 4(B) herein.

23. NOTICES: All correspondence and insurance certificates shall be forwarded to the COUNTY at the following address:

Real Estate Management Division
General Services Department
201 Rogers Street
Clearwater, FL 33756

until TENANT is notified otherwise in writing, all notices given to the COUNTY hereunder shall be forwarded to the COUNTY at the foregoing address, by registered or certified mail, return receipt requested.

Until COUNTY is notified otherwise in writing all correspondence and notices given to the TENANT hereunder shall be forwarded or certified to the TENANT at the following address by registered mail, return receipt requested:

Lealman Special Fire Control District
ATTN: Fire Chief Richard Graham
3460 55 Avenue North
St. Petersburg, Florida 33714

24. QUIET ENJOYMENT: The COUNTY covenants and agrees that upon TENANT performing all of the covenants and conditions aforesaid on TENANT'S part to be observed and performed, the TENANT shall and may peaceably and quietly have, hold and enjoy the Premises hereby demised for the Term and any Renewal Term.

25. SUCCESSORS AND ASSIGNS: The covenants, provisions and agreements herein contained shall in every case be binding upon and inure to the benefit of the parties hereto respectively and their respective heirs, executors, administrators, successors and assigns, as applicable, except that the right of the TENANT to assign TENANT'S interest under this Lease is and shall be subject to the written consent of the COUNTY as hereinabove provided, which provision it is not intended to be waived, qualified or altered in any manner whatsoever by this clause or any other clause herein referring to assigns.

26. PUBLIC ENTITY CRIME ACT: The TENANT is directed to the Florida Public Entity Crime Act, section 287.133, Florida Statutes, as amended from time to time, and the COUNTY'S requirement that the TENANT comply with it in all respects prior to and during the Term or any Renewal Term.

27. RADON GAS: Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are

exposed to it over time. Levels of radon that exceed Federal and State guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing maybe obtained from your County health department.

28. FISCAL FUNDING: In the event funds are not appropriated by the COUNTY in any succeeding fiscal year for purposes described herein, then this Lease shall be deemed to terminate at the expiration of the last fiscal year for which funds were appropriated and expended.

29. HAZARDOUS SUBSTANCES: TENANT shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances on or in the Premises. TENANT shall not do, nor allow anyone else to do, anything affecting the Premises that is in violation of any Environmental Law. The preceding two sentences shall not apply to the presence, use, or storage on the Premises of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal maintenance use or the TENANT'S use of the Premises.

TENANT shall promptly give COUNTY written notice of any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Premises and any Hazardous Substance or Environmental Law of which TENANT has actual knowledge. If TENANT learns of or is notified by any governmental or regulatory authority, that any removal or other remediation of any Hazardous Substance affecting the Premises is necessary, TENANT shall promptly take all necessary remedial actions in accordance with Environmental Law.

As used in this Paragraph, "Hazardous Substances" are those substances defined as toxic or hazardous substances by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials. As used in this Paragraph, "Environmental Law" means Federal laws and laws of the jurisdiction where the Premises is located that relate to health, safety or environmental protection.

30. ENTIRE AGREEMENT: The Lease including all exhibits and riders, if any, incorporates all covenants, promises, agreements, conditions and understandings between the parties, and no covenants, promises, agreements, condition or understanding, either written or oral; not specifically set forth herein shall be effective to alter the performance or the rights of the parties as hereinbefore stated.

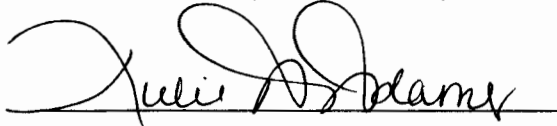
31. NON-APPROPRIATION: The obligations of the TENANT as to any funding required pursuant to this Agreement shall be limited to the obligation in any given year to budget

and appropriate from legally available funds, after monies for essential TENANT services have been budgeted and appropriated; ~~sufficient monies for the funding that is required during that~~ year. Notwithstanding the foregoing, the TENANT shall not be prohibited from pledging any legally available non-ad valorem revenues for any obligations heretofore or hereafter incurred, which pledge shall be prior and superior to any obligation of the TENANT pursuant to this Agreement.

IN WITNESS WHEREOF, the Parties hereto have hereunto executed this Lease Agreement the day and year first above written.

WITNESSES: (As to Tenant)

LEALMAN SPECIAL FIRE CONTROL DISTRICT



Signature

By: 

Chairman

Julie A. Adams

Typed, Printed or Stamped Name



Signature

Linda L. Campbell

Typed, Printed or Stamped Name

(Seal)

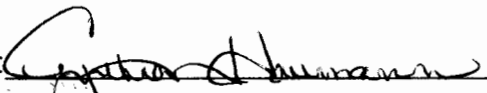
ATTEST: Ken Burke

Clerk of Circuit Court

COUNTY:

PINELLAS COUNTY, FLORIDA

by and through its Board
of County Commissioners

By: 

Deputy Clerk

Print Name Cynthia N. Haumann

(Seal)

APPROVED AS TO FORM



Sr. Assistant County Attorney

By: 

Chairman

Print Name Calvin D. Harris

APPROVED AS TO FORM AND CONTENT:



Fire District Attorney or Designee

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**

APPENDIX D

FORT DESOTO FIRE PROTECTION SERVICES AGREEMENT

THIS AGREEMENT is made and entered into as of the 1st day of October, 2009, by and between PINELLAS COUNTY, a political subdivision of the State of Florida (hereinafter referred to as the "County") and the LEALMAN SPECIAL FIRE CONTROL DISTRICT, an Independent Special District of the State of Florida (hereinafter referred to as the "Lealman").

WITNESSETH:

In consideration of the mutual promises and covenants contained herein, the parties hereto agree as follows:

1. This Agreement is executed for the purpose of identifying the obligations and responsibilities of Lealman and the County with regard to the provision for the fire protection and fire code enforcement service by Lealman to Fort De Soto Park, a public recreational area owned and operated by the County and located on Mullet, St. Christopher, Madeline, St. Jean and Bonne Fortune Keys in Pinellas County, Florida.
2. The term of this Agreement shall be for a five-year period beginning at 0001 hours October 1, 2009, and ending at 2400 hours September 30, 2014.
3. The County shall pay Lealman for said fire protection services the annual fee of \$1000 for each year that this Agreement is in effect, payable on or before the first day of December each year during the Term.
4. Either party may terminate this Agreement, with or without cause, by giving ninety (90) days written notice to the other party. In the event of such termination, any unearned fees for services shall be returned on a pro-rata basis.

5. In the event sufficient budgeted funds are not available for a new fiscal period, the County shall notify Lealman of such occurrence, and the Agreement shall terminate on the last date of the current fiscal period without penalty or expense to the County.

6. The obligations of Lealman as to any funding required pursuant to this Agreement shall be limited to the obligation in any given year to budget and appropriate from legally available funds, after monies for essential services have been budgeted and appropriated, sufficient monies for the funding that is required during that year. Notwithstanding the foregoing, Lealman shall not be prohibited from pledging any legally available non-ad valorem revenues for any obligations heretofore or hereafter incurred, which pledge shall be prior and superior to any obligation of Lealman pursuant to this Agreement.

7. Renegotiation of fees and other terms of this Agreement may be requested at any time by either party upon written request to the other party. Reasons for requesting such renegotiation shall be clearly set forth and may include escalating costs of labor, equipment, fuel, frequency or service requests, and other supportable reasons. If agreement upon said renegotiation cannot be reached, either party hereto may terminate this Agreement without further liability other than that existing at the date of termination upon 30 days written notice to the other party. In the event of such termination, any unearned fees for service will be returned on a pro-rata basis.

8. Lealman shall respond with appropriate Fire/Rescue apparatus and personnel to all requests for service to Ft. DeSoto Park on the same basis and in the same manner as response is provided within the other areas within the Lealman and Tierra Verde districts. The number and type of vehicles dispatched shall be at the sole discretion of Lealman.

9. The County understands and hereby acknowledges that the response time to Ft. DeSoto Park may be greater than the average response time in the Lealman and Tierra Verde districts or other County areas because of the location and availability of responding equipment.

10. Throughout the term and during the performance of any obligations hereunder Lealman is an independent contractor in all respects and shall not be the agent, servant, officer, or employee of Pinellas County.

11. Should any section or part of any section of this Agreement be rendered void, invalid, or unenforceable by any court of law, for any reason, such a determination shall not render void, invalid, or unenforceable any other section or any part of any section of this Agreement.

12. This Agreement constitutes the entire Agreement between the parties, and no change will be valid unless made by supplemental written Agreement executed by both parties.

13. All Notices, requests, demands or other communications hereunder shall be in writing and shall be deemed to have been served as of the delivery date appearing upon the return receipt if sent by certified U.S. mail, postage prepaid with return receipt requested, at the address listed below, or upon the actual date of delivery, if hand delivered to the address below. Either party may change the below-listed address at which it receives written notices by so notifying the other party hereto in writing.

LEALMAN at: Lealman Special Fire
Control District
4360 55 Avenue North
St. Petersburg, FL 33714

COUNTY at: Pinellas County Parks
Recreation Department
Operations Manager
631 Chestnut St.
Clearwater, FL 33756

14. No act of omission or commission of either party, including without limitation, any failure to exercise any right, remedy, or recourse, shall be deemed to be a waiver, release, or

modification of the same. Such a waiver, release, or modification is to be effective only through a written modification to this Agreement.

15. This Agreement is to be construed in accordance with the laws of the State of Florida. Venue for any cause of action or claim asserted by either party hereto brought in state courts shall be in Pinellas County, Florida, St. Petersburg Division. Venue for any action brought in Federal Court shall be in the Middle District of Florida, Tampa Division, unless a division shall be created in St. Petersburg or Pinellas County, in which case action shall be brought in that division. Each party waives any defense of improper or inconvenient venue as to either court and consents to personal jurisdiction in either court.

16. Each party to this Agreement, represents and warrants to the other party that all appropriate authority exists so as to duly authorize the persons executing this Agreement to so execute the same and fully bind the parties on whose behalf they are executing.

<SIGNATURE PAGE FOLLOWS>

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives, on the date first above written.

LEALMAN:

By: Rebecca Hershman
Chairman

WITNESSES:

Sign: Julie A Adams

Print: Julie A Adams

Approved as to Form

[Signature]
District Attorney (Designee)

PINELLAS COUNTY, FLORIDA,
by and Board of County Commissioners

By: Cathy Decker
Chairman

APPROVED AS TO FORM:

Michelle Wallace
Office of the County Attorney

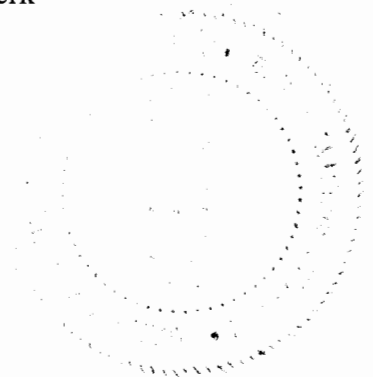
Sign: Linda K. Campbell

Print: Linda K. Campbell

ATTEST:
Ken Burke, Clerk

By: Cynthia Haumann
Deputy Clerk

(Seal)



APPENDIX E

COMPENSATION SCHEDULE FISCAL YEAR 2009-10

The following compensation will be paid to the Contractor in accordance with Article VII Section 701. This schedule does not include the purchase of a replacement apparatus and equipment, which will be purchased with Tierra Verde District funds.

Tierra Verde Fire District Payment	\$1,121,228
Tierra Verde EMS First Responder Payment	\$461,148
Fort DeSoto Fire Protection Payment	\$1,000
Fiscal Year 2009-10 Total Payment	\$1,583,376

APPENDIX F
Automatic Aid/Closest Unit Response Agreement

RECEIVED

OCT 24 1990

Civil Emergency Services

No. 23
BCC 10-16-90
6:32 P.M. - Barnes

*Answer
Copy*

**#48 AUTOMATIC AID/CLOSEST UNIT RESPONSE AGREEMENT BY AND AMONG THE
COUNTY AND THE VARIOUS MUNICIPAL FIRE DEPARTMENTS IN PINELLAS
COUNTY - APPROVED FOR EXECUTION**

County Administrator Fred E. Marquis recommended approval of an Automatic Aid/Closest Unit Response Agreement by and among the County and the various municipal fire departments in Pinellas County.

In his memorandum of October 2, 1990, Mr. Marquis indicated, in part, that pursuant to said agreement, the fire service provider closest to an emergency scene is dispatched to that scene without regard to the jurisdiction of the fire service provider or the emergency scene.

Commissioner Todd moved, seconded by Commissioner Tyndall and carried, that the recommendation of the County Administrator be approved.

AUTOMATIC AID/CLOSEST UNIT RESPONSE
AGREEMENT

This Agreement is made this 16th day of October, 1990, by and between the City of Belleair, a political subdivision of the State of Florida, 901 Ponce De Leon Boulevard, Belleair, Florida (hereinafter referred to as "BELLEAIR"); the City of Belleair Bluffs, a political subdivision of the State of Florida 115 Florence Drive, Belleair Bluffs, Florida, (hereinafter referred to as "BELLEAIR BLUFFS"); the City of Clearwater, political subdivision of the State of Florida, 610 Franklin Street, Clearwater, Florida, (hereinafter referred to as "CLEARWATER"); the City of Dunedin, political subdivision of the State of Florida, 737 Loudon Avenue, Dunedin, Florida (hereinafter referred to as "DUNEDIN"); the East Lake Fire and Rescue, a fire district of Pinellas County Florida, 1655 Tarpon Lake Boulevard, Palm Harbor, Florida (hereinafter referred to as "EAST LAKE"); the City of Gulfport, political subdivision of the State of Florida, 2401 53rd Street South, Gulfport, Florida, (hereinafter referred to as "GULFPORT"); the Indian Rocks Special Fire Control District, a fire control district of the State of Florida, 304 First Street, Indian rocks Beach, Florida, (hereinafter referred to as the "INDIAN ROCKS"); the City of Kenneth City, a political subdivision of the State of Florida, 4600 58th Street North, Kenneth City, Florida, (hereinafter referred to as "KENNETH CITY"); the City of Largo, a political subdivision of the State of Florida, PO Box 296, Largo, Florida, (hereinafter referred to as "LARGO"); the Lealman Fire/Rescue Company, a fire control district of Pinellas County, Florida, 4017 56th Avenue North, St. Petersburg, Florida, (hereinafter referred to as "LEALMAN"); the City of Madeira Beach, a political subdivision of the State of Florida 300 Municipal Drive, Madeira Beach, Florida,

(hereinafter referred to as "MADEIRA BEACH"); the City of Oldsmar, a political subdivision of the State of Florida, PO Box 100, Oldsmar, Florida, (hereinafter referred to as "OLDSMAR"); the Palm Harbor Special Fire Control District, 250 West Lake Road, Palm Harbor, Florida, (hereinafter referred to as "PALM HARBOR"); Pinellas County, a political subdivision of the State of Florida, 400 South Fort Harrison Avenue, Clearwater, Florida, (hereinafter referred to as the "COUNTY"); the City of Pinellas Park, a political subdivision of the State of Florida, 5141 78th Avenue North, Pinellas Park, Florida, (hereinafter referred to as "PINELLAS PARK"); the City of Redington Beach, a political subdivision of the State of Florida, 101 164th Avenue, Redington Beach, Florida, (hereinafter referred to as "REDINGTON BEACH"); the City of Safety Harbor, a political subdivision of the State of Florida, 700 Main Street, Safety Harbor, Florida, (hereinafter referred to as "SAFETY HARBOR"); City of St. Petersburg, a political subdivision of the State of Florida, 400 9th Street South, St. Petersburg, Florida, (hereinafter referred to as "ST. PETERSBURG"); City of St. Petersburg Beach, a political subdivision of the State of Florida, 7301 Gulf Boulevard, St. Petersburg Beach, Florida, (hereinafter referred to as "ST. PETERSBURG BEACH"); the Seminole Fire Rescue, a fire control district of Pinellas County, Florida, 11195 70th Avenue North, Seminole, Florida, (hereinafter referred to as "SEMINOLE"); the City of South Pasadena, political subdivision of the State of Florida, 911 Oleander Way South, South Pasadena, Florida, (hereinafter referred to as "SOUTH PASADENA"); the City of Tarpon Springs, a political subdivision of the State of Florida, 325 East Lemon Street, Tarpon Springs, Florida, (hereinafter referred to as "TARPON SPRINGS"); the City of Treasure Island, a political

subdivision of the State of Florida, 180 108th Avenue, Treasure Island, Florida, (hereinafter referred to as "TREASURE ISLAND");

W I T N E S S E T H:

WHEREAS, the fire service districts and cities desire to provide a uniform emergency response system, known as an "Automatic Aid/Closest Unit Response"; and

WHEREAS, said fire service providers are not restricted by local, county, state or federal statute or laws from assisting neighboring providers in controlling or extinguishing fires or other emergencies; and

WHEREAS, city and jurisdictional boundaries may be common between two (2) or more fire service providers; and

WHEREAS, calls for assistance occur in areas where a neighboring jurisdiction's emergency units may be closer or available quicker for an emergency response; and

WHEREAS, delays in responding to certain emergency situations, due to availability of emergency apparatus or personnel because of distance or operational status, may result in more severe conditions involving loss of life, injury or loss of property; and

WHEREAS, it is the intent of the fire service agencies participating in this Agreement to cooperate with each other in order to effectively provide assistance to each other in the interest of the public's health, safety and welfare; and

WHEREAS, this Agreement is intended to provide a remedy for jurisdictional problems that could result from the use of facilities, equipment or personnel shared in common by the parties at such emergencies; and

WHEREAS, joint response or closest unit response or automatic aid or mutual aid, may result in a reduction of fire insurance rates for the citizens of Pinellas County;

NOW THEREFORE, in consideration of the covenants and promises herein contained, it is mutually agreed between the parties as follows:

DEFINITIONS

SECTION 1

A. Local Authority - The authority having the responsibility to provide the Primary Emergency response in a certain jurisdiction.

B. Closest Unit Response - the unit which is pre-determined to be the closest to the emergency scene and which is dispatched first without regard to the jurisdiction where an emergency occurs.

C. Automatic Aid - The process for automatically assisting in controlling an emergency situation. This entails the dispatch of the formal "Runcards".

D. Runcards - the systematic response on a pre-determined basis of the emergency units. Runcards are accessed in the computer aided (CAD) system and dispatched on the recommendation of the CAD system.

SECTION 1 (Continued)

E. Incident Commander - the person who assumes overall command of personnel, apparatus, equipment and operations at the incident scene.

SECTION 2

An emergency response run card system, hereafter called "Runcards", will be maintained by the Pinellas County Emergency Communications System.

A. Said runcards will be prepared to indicate the closest or most appropriate emergency units to respond to each type of emergency situation as determined by the local authority.

B. Runcards will be monitored and changes requested only by the local authority directly affected in coordination with other affected department or agencies.

C. Each fire service provider agrees to respond available units in accordance with the established runcards.

SECTION 3

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 runcard 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.

SECTION 4

Units responding to an emergency into another jurisdiction shall be under the command and control of the incident commander until released.

SECTION 5

Representatives of each emergency services agency will meet regularly to review communications and operational procedures. Said meeting will be known as the "Users' Meeting" and be coordinated by the Pinellas County Director of Emergency Communications.

SECTION 6

The service provided herein by the parties shall be provided without cost to the other parties and no cost against any party shall be assessed by the other parties unless consented to by formal action of the party's governing body.

SECTION 7

The parties hereto agree that all acts and omissions of each party's employees, are performed as agents of the employing party. The employees of one party shall not be deemed to be the agent of another party by performing any function under the terms of this Agreement.

SECTION 8

The parties agree that each will defend, indemnify and save the other harmless due to the negligent acts of its own employees, officers, or agents, including volunteers, or due to its negligent

SECTION 8 (Continued)

operation of equipment. The parties shall each be obligated to indemnify and hold harmless the other under this Agreement only to the extent that the other may be held liable under Section 768.28, Florida Statutes, as the same may be amended from time to time. This section shall not be construed as waiving any defense or limitation which any of the parties may have against any claim or cause of action by any person not a party to this Agreement.

SECTION 9

The initial term of this Agreement shall be for a term beginning the date the last party executes this Agreement and to remain effect during the period of time that the Pinellas County Board of County Commissioners provides emergency communications services to each fire service provider. If any party expresses its intent to withdraw from this Agreement, the party shall provide written notice to all other parties no less than ninety (90) days in advance of the date of withdrawal.

SECTION 10

Notices provided for herein or related to the subject matter of this Agreement shall be provided to the attention of the responsible agent at the aforementioned addresses:

SECTION 11

This Agreement shall become effective upon execution by the appropriate officers of the respective parties and upon filing with the Clerk of The Circuit Court. Failure of any City or Fire Service

SECTION 11 (Continued)

Provider to sign this agreement will not affect the agreement as signed by other providers.

SECTION 12

IN WITNESS WHEREOF, the parties hereto have hereto set their hands and seal this _____ day of _____, 1989.

ATTEST:

Mayor-Commissioner

APPROVED AS TO FORM AND
CORRECTNESS:

City Attorney

City Manager

911/45
06-07-89

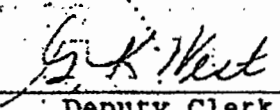
SECTION 11 (Continued)

Provider to sign this agreement will not affect the agreement as signed by other providers.

SECTION 12

IN WITNESS WHEREOF, the parties hereto have hereto set their hands and seal this 16th day of October, 1990.


ATTEST:
KARLEEN F. DE BLAKER, CLERK

by: 
Deputy Clerk

PINELLAS COUNTY, FLORIDA,
by and through its Board
of County Commissioners

by: 
Chairman

APPROVED AS TO FORM
OFFICE OF COUNTY ATTORNEY

by: 
Attorney

LEALMAN

SECTION 11 (Continued)

Provider to sign this agreement will not affect the agreement as signed by other providers.

SECTION 12

IN WITNESS WHEREOF, the parties hereto have hereto set their hands and seal the day and year first below written.

ATTEST:

Roger P. Berg

Dorothy H. Justisen

Notary Public, State of Florida at Large
My Commission Expires Mar. 28, 1992

Richard H. Hadley

911/45
06-07-89