

**BOARD OF COUNTY COMMISSIONERS**

**DATE:** September 11, 2014

**AGENDA ITEM NO.** 26

**Consent Agenda** ☐

**Regular Agenda** ☒

**Public Hearing** ☐

 **County Administrator's Signature:**

**Subject:**

Approval of the Master Fire Protection Services Agreement with eight (8) municipalities providing fire protection service in ten (10) fire districts.

**Department:**

Safety and Emergency Services, Fire Administration

**Staff Member Responsible:**

Bruce Moeller, Executive Director

**Recommended Action:**

I RECOMMEND THE BOARD, SITTING AS THE PINELLAS COUNTY FIRE PROTECTION AUTHORITY, APPROVE THE FIRE PROTECTION SERVICES AGREEMENTS WITH THE CITIES OF CLEARWATER, DUNEDIN, LARGO, PINELLAS PARK, SAFETY HARBOR, SEMINOLE, ST. PETERSBURG AND TARPON SPRINGS.

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

**Summary Explanation/Background:**

Chapter 62 of the Pinellas County Code authorizes the County to divide into fire protection districts (Districts) and to compel municipal departments to provide fire protection to the unincorporated areas within their respective Districts. This fire protection delivery system has been effective in most areas since the Legislative Special Act which created Chapter 62, was adopted in 1973.

The fire protection agreements for Belleair Bluffs, Clearwater, Dunedin, Gandy, Highpoint (West), Largo, Pinellas Park, Safety Harbor, Seminole and Tarpon Springs Districts include unincorporated areas that are contiguous with the boundaries of their respective contractor. The current design for fire protection in these ten (10) districts allows for high quality service delivery to the unincorporated areas at a fair cost to the property owners.

**Fiscal Impact/Cost/Revenue Summary:**

Ad valorem taxes collected from each of the District Municipal Services Taxing Units (MSTU) support estimated expenditures for the fire protection service agreements. Funds for the compensation of annual operating expenses are available in the FY15 Fire Districts Fund budget. Budgets for these agreements total \$11,615,618. If requested during the fiscal year, reimbursement for planned capital improvements and equipment will require separate Board action to appropriate budget from the fund's designated Reserve for Future Years.

<b>CONTRACTOR</b>	<b>MSTU DISTRICT</b>	<b>2015 COMPENSATION</b>
City of Clearwater	Clearwater	\$2,236,530
City of Dunedin	Dunedin	\$727,030
City of Largo	Highpoint (West)	\$1,528,818
City of St. Petersburg	Gandy	\$95,490
City of Largo	Largo	\$1,548,270
City Of Largo	Belleair Bluffs	\$413,780
City of Pinellas Park	Pinellas Park	\$787,350
City of Safety Harbor	Safety Harbor	\$174,720
City of Seminole	Seminole	\$3,694,690
City of Tarpon Springs	Tarpon Springs	\$408,490
<b>Total</b>		<b>\$11,615,168</b>

**Exhibits/Attachments Attached:**

Contract Review Transmittal Slip  
Fire Protection Services Agreement

**NON-PURCHASING CONTRACT REVIEW TRANSMITTAL SLIP**

<b>PROJECT: 2014 Fire Protection Services Agreement</b> ✓		11.6 SUB
<b>CONTRACT NO.: n/a</b>	<b>ESTIMATED EXPENDITURE / REVENUE:</b> <del>9.4</del> mil	
(Circle or underline appropriate choice above.)		

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

**OTHER SPECIFICS RELATING TO THE CONTRACT:**

This contract will be for <sup>10</sup> individual fire districts as per appendix A; Clearwater, Dunedin, Largo, Pinellas Park, Safety Harbor, Seminole, Gandy, and Tarpon Springs, ~~Highpoint (west)~~ and BELLEAIR BLUFFS SUB

REVIEW SEQUENCE	DATE	INITIAL/ SIGNATURE	COMMENTS (IF ANY)	COMMENTS REVIEWED & ADDRESSED OR INCORPORATED
<b>Originator:</b> Michael Cooksey	6/16/14			
<b>Risk Mgmt:</b> Virginia Holscher only 6-18-14	6/25/14	GW	Pls see changes p. 22-28 Emailed Word file to S. Brookings	incorporated 8/6/14 SUB
<b>Finance:**</b> Cassandra Williams	6/26/14	CBW		
<b>OMB:**</b> Bill Berger	7/2/14		corrections noted (VE/OMB) See notes ↑ Consistent w/ F115 budget development.	incorporated 8/6/14 SUB
<b>Legal:</b> Don Crowell	8/7/14		See Revised Agreement I did not revise the Risk Management Ins. changes. Because of political decisions.	incorporated 8/6/14 SUB
<b>Assistant County Administrator or Executive Director:</b> Bruce Moeller	8/8/14			

Please return to Sandy Brookings By 6/30/14.

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

\*\* See Contract Review Process

Revised 5.13.13

**2014**

**FIRE PROTECTION SERVICES  
AGREEMENT**

**OCTOBER 1, 2014**

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

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## **FIRE PROTECTION SERVICES AGREEMENT**

**AGREEMENT** made this \_\_\_\_\_ day of \_\_\_\_\_, 2014, between \_\_\_\_\_, a Florida municipal corporation ("Contractor"), and PINELLAS COUNTY ("County"), by and through its Board of County Commissioners, ("Board").

### **RECITALS:**

1. The Board is the governing body of the Pinellas County Fire Protection Authority created by Chapter 73-600, Laws of Florida, for the purpose of establishing and implementing a permanent plan of fire protection for the County, determine minimum service levels, establish uniform standards for fire hydrants, implement County-wide reciprocal, mutual, or outside assistance programs, and to cause to be provided Fire Protection Services throughout unincorporated County. Chapter 73-600, Laws of Florida, became an ordinance of Pinellas County pursuant to Section 5.02 of the Pinellas County Charter in 1980.
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 Chapter 73-600, Laws of Florida, Chapter 80-590, Laws of Florida (the Pinellas County Home Rule Charter), and Chapter 62, Article II, of the Pinellas County Code (collectively, "Special Act"), the Board has divided the County into fire districts for the purposes of its regulatory powers and responsibilities, and created municipal services taxing units ("MSTUs") over the unincorporated portions of such districts for tax assessment

purposes, which became operative after the approval by the electors of such districts at a properly-held referendum by electors in the unincorporated areas of the County, and has contracted with various entities in the County to provide Fire Protection Services.

4. Board is authorized to enter into agreements for Fire Protection Services, and Contractor wishes and is able to provide Fire Protection Services.

5. The Board will compensate Contractor for providing Fire Protection Services within the unincorporated portions of its District or Districts (as defined in Exhibit A).

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

## **ARTICLE I** **THE AGREEMENT**

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

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

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

**Appendix A.** Fire Districts



**Appendix B. Fire Protection Services Contractors**

**Appendix C. Supplemental Financial Information**

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

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

- a. Respond with Firefighting Apparatus and Personnel to the scene of a fire, life safety related emergency, man-made or natural disaster or public service request.
- b. Take command and control of the emergency scene, contain any fire and mitigate any hazards at a fire scene.
- c. Investigate any fire within the Fire District to determine the cause and origin.
- d. Inspect all commercial, industrial and multi-family dwellings within the Fire District for compliance with the Florida Fire Prevention Code.
- e. Conduct plan reviews, as requested by the County's Building and Development Review Services Department ("Building Department"), fire inspections, sprinkler tests, fire alarm tests and final fire inspections within the Fire District, in accordance with the Florida Fire Prevention Code.
- f. Conduct and maintain immediate access to fire pre-plan documents for all commercial, industrial and multi-family dwellings within the Fire District. Provide education programs to the public in fire prevention, life safety and disaster preparedness.

- g. Upon notification by the 9-1-1 Center of an emergency request, Contractor shall provide Fire Protection Services in accordance with the Automatic Aid/Closest Unit Response Agreement. The Firefighting Apparatus and Unit(s) which are predetermined to be the closest to the emergency scene by the Run Cards then in effect shall be dispatched without regard to fire district or jurisdictional boundaries.
- h. Response times must meet the minimum standards as established in this Agreement.
- i. The allotted Firefighting Apparatus must at all times be staffed with a minimum of three (3) Personnel to operate on all emergency and non-emergency calls. Apparatus staffing must include at least one firefighter that is trained and designated as a company officer. All assigned personnel will, at a minimum, meet the requirements as defined in Chapter 633, Florida Statutes.
- j. Performance must be consistent with approved fire standards and compliant with the 600 Series Pinellas County Fire Departments Standard Operating Procedures.
- k. Conduct of Personnel must be professional and courteous at all times. Crews must wear uniforms that clearly identify them as fire department personnel.
- l. The Contractor is responsible to insure that equipment is maintained for optimal performance.
- m. The Contractor shall require personnel to gather and enter data into the electronic fire reporting system furnished by Pinellas County for every incident responded to by the Contractor. The Company Officer is responsible for insuring the accuracy and completeness of such reports.
- n. Upon notification of a State of Emergency within Pinellas County, Contractor will coordinate its firefighting resources with the County's Emergency

Operations Center's corresponding emergency support function desk, given the nature of the event or disaster, and shall proceed in accordance with applicable plans and protocols.

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 County and be attested to by Contractor's auditor.

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

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

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

**"CAD"** means computer aided dispatch.

**“Caller”** means a person accessing the response system by telephone.

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

**“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 cannot be managed through routine procedures and resources of the Fire Protection 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 priority dispatch determined that emergency lights and sirens will be used.

**“Final Approved Budget”** means the lower amount of the initial Budget Request and the Adopted Budget submitted by the Contractor.

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

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

**“Firefighter”** means an individual, trained and certified in accordance with Chapter 633, Florida Statutes, as applicable, that functions as a firefighter, fire officer, or command officer employed by Contractor.

**“Firefighting Apparatus”** means emergency vehicles provided by Contractor, which are constructed and equipped to meet or exceed NFPA 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. 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 County.

**“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 following year.

**“Force Majeure”** means any act, event, or condition other than a labor strike, work stoppage, or slowdown that has had, or may reasonably be expected to have, a

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

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

**"Party" or "Parties"** means either the County 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 9-1-1 Regional Communications Center 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) is 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 County determined to be the closest by travel time or in the most appropriate order.

**“Special Act”** means the Chapter 73-600, Laws of Florida, Chapter 80-590, Laws of Florida (the Pinellas County Home Rule Charter), approved on October 7, 1980, and Chapter 62, Article II, of the Pinellas County Code.

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

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

**“State”** means the State of Florida.

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

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

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

**“Unit(s)”** means emergency vehicles provided by Contractor which are constructed and equipped, as applicable, and are used for rapid response to an emergency scene which do not meet the NFPA pumping guidelines. Units may include, but not be limited to, ladder trucks, squads, reserve pumpers, brush trucks, water tankers, 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** **RESERVED**

### **ARTICLE IV** **DUTIES AND RESPONSIBILITIES OF CONTRACTOR**

#### **SECTION 401. FIREFIGHTING APPARATUS AND EQUIPMENT.**

(a) **Obligation to Provide Firefighting Apparatus and Units.** At all times during the term of this Agreement, Contractor shall provide the Firefighting Apparatus and Units necessary to provide all Fire Protection Services. Contractor reserves the right to select and acquire Firefighting Apparatus and Units used in the performance of this Agreement.

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



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

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

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

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

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

## **SECTION 402. RESPONSE TIME.**

### **(a) Emergency Requests.**

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

### **(b) Exemptions.**

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

this exception as provided for in subparagraph (2) below.

(2) Should Contractor experience an Uncontrollable Circumstance, Contractor shall, as a condition precedent to the right to claim an Uncontrollable Circumstance, notify the County within three (3) calendar 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 Center or first Unit arrival, will be excluded from determining Response Time performance.

(4) The exemptions provided for in this subsection (b) are exhaustive and no other cause of poor Response Time performance shall be allowed as exemption to these Response Time requirements and reporting provisions.

**SECTION 403. CONTINUING EDUCATION AND TRAINING.** 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 County 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 County, or its representatives, shall

provide proof of employment, proof of workers' compensation insurance, and complete any waiver or release forms which may be required by Contractor prior to riding in Contractor's Apparatus or Units. Such ride-alongs shall be scheduled or prearranged with Contractor.

(c) **Special Events.** In the event Contractor is called to provide Fire Protection Services at a Special Event in their Fire District, Contractor shall be under the terms and conditions of the Agreement, and such periods of time shall not be excluded as an Uncontrollable Circumstance.

#### **SECTION 405. PERSONNEL.**

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

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

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

#### **SECTION 406. DISASTER ASSISTANCE AND MUTUAL AID.**

(a) **Disaster Assistance Within Pinellas County.** Immediately upon notification by either Party of a State of Emergency within Pinellas County, Contractor shall commit such resources as are necessary and appropriate, given the nature of the disaster, and shall proceed in accordance with applicable plans mutually agreed upon by the parties. During or prior to an impending local or area-wide disaster such as, but not limited to, hazardous material incident, tornado, hurricane, or major fire, the local

authority may withdraw that jurisdiction's responses from the Run Card system and retain control locally of all responses of that agency's emergency units. Normal operation will be resumed by the 9-1-1 Center upon notification by the local authority. During such periods, Contractor shall be released from the requirements of Section 402. When disaster assistance has been terminated, Contractor shall notify the County 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 coordinated through the County and be provided in a manner which does not jeopardize Contractor's ability to render reliable services under this Agreement.

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

**SECTION 407. AUTOMATIC AID/CLOSEST UNIT RESPONSE.** Upon notification by the 9-1-1 Center of an Emergency Request, Contractor shall provide Fire Protection Services in accordance with the Automatic Aid/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 representatives will periodically, or at the request of the County, update their Run Cards to insure their accuracy and coordinate any changes with any other affected contractor(s). The County, 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 countywide electronic fire reporting system provided by the County for every fire incident responded to by Contractor's Personnel.

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 its 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 County.

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.** Contractor shall provide the County with the Annual External Audit, prepared by Contractor's external auditor, certifying the amount of monies received from the County 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 County within ten (10) calendar days after receipt by the Contractor. Funds paid to Contractor in excess of amounts actually expended shall be returned to the County within thirty (30) calendar days of the County's review and acceptance of Contractor's Annual External Audit.

(b) **Budget Request Submission.** Contractor shall submit to the County Contractor's projected Budget Request for providing Fire Protection Services described herein. Such budget shall be prepared in accordance with budget preparation instructions and forms provided each Fiscal Year by the County. The County 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 County as the Fire District MSTU millage rate will be based on the Board's consideration of this budget submission.

(c) **Adopted Budget Submission.** Contractor shall submit to the County Contractor's Adopted Budget within ten (10) calendar days after the beginning of the subsequent Fiscal Year. Upon review and approval of the budget by the Board, which approval shall not be reasonably withheld, County will make monthly payments to the Contractor, beginning after October 1 of a given Fiscal Year, in the amount of one-twelfth (1/12) of the Final Approved Budget.

(d) **Capital Expenditures.** Contractor shall prepare a capital expenditure plan for financial planning purposes, which includes, but is not limited to, staff and command, self contained breathing apparatus and, communications, vehicle and equipment and other 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 shall project forward a minimum of five (5) Fiscal Years.

(e) **Reserve for Future Years.** Contractor shall request funds to be reserved for future year's major capital improvement projects, which include land purchase, facility construction and renovation, Firefighting Apparatus 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 projecting forward for a minimum of ten (10) years for Firefighting Apparatus and twenty-five (25) years for fire station construction and land acquisition costs.

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

**SECTION 411. FIRE PREVENTION AND CODE ENFORCEMENT.**

(a) **Fire Inspections.** Contractor shall conduct periodic fire inspections of all commercial, industrial, and multi-family dwellings in the unincorporated area of the Fire

District, in accordance with the Fire Prevention Code. Contractor shall ensure that water flow testing, fire alarm testing, and other related services or inspections are conducted, as necessary. Any fees charged by the Contractor for Fire Inspections shall not exceed those fees charged within the Contractor's municipal area and must be approved in advance by the County. The County 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 the unincorporated area of the Fire District, in accordance with the Florida Fire Prevention Code. County shall make building plans available to the 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 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 Contractor's municipal area. The County 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 unincorporated area of the Fire District, will be forwarded to Contractor

for investigation. Contractor will forward to the County a detailed report concerning the incident, and outline any appropriate remedial action taken. The County reserves the right to investigate all complaints and to recommend remedial actions.

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

**SECTION 412. PUBLIC EDUCATION.** Contractor is encouraged to make available to the local community, fire prevention and disaster preparedness education (i.e., 9-1-1 usage, burn injury prevention, smoke alarm usage, fire escape planning, and hurricane preparedness). The programs may be developed by the individual contractor or in coordination with the Fire Protection System or the County.

**SECTION 413. SHARED RECOGNITION.** Contractor and the County shall promote, protect, and enhance the reputation of the County, Contractor, and the Fire Protection System throughout the term of the Agreement. Any news releases, statements, or public information given by Contractor's or County's personnel to the public or the media shall be consistent with the design and operation of the Fire Protection System and include shared positive recognition of all service providers and system components, as applicable.

**SECTION 414. REQUESTS FOR EMERGENCY ASSISTANCE.** When Contractor receives a request for emergency assistance from a source other than the 9-1-1 Center, 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.



**ARTICLE V**  
**DUTIES AND RESPONSIBILITIES OF COUNTY**

**SECTION 501. COUNTY ROLE AS THE FIRE PROTECTION AUTHORITY.**

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

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

**SECTION 503. COMMUNICATIONS INFRASTRUCTURE.** County 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 (CAD) and fire reporting computer system.

## **ARTICLE VI** **INSURANCE**

**SECTION 601. MINIMUM INSURANCE REQUIREMENTS.** The Contractor shall be self-insured or shall pay for, obtain and maintain, and require any sub-contractors to obtain and maintain, at all times during its performance of the Agreement, insurance of the types and in the amounts set forth. Where applicable, Contractor shall submit to the County a letter from Contractor's Risk Manager stating that the Contractor is self-insured, or the amount of insurance per claim and per occurrence, any gap and the amount of excess insurance up to its coverage. Notwithstanding anything to the contrary contained in this Agreement, Contractor does not waive any immunity or limitation of liability it may have under the doctrine of sovereign immunity or Section 768.28, Florida Statutes.

The following insurance coverage's and requirements shall remain in effect throughout the Term of this Agreement (unless Contractor is self-insured, in which Contractor shall not be required to comply with the following insurance requirements):

1. Within ten (10) calendar days after contractor receipt of notice of award, the Contractor shall provide the County with properly executed Certificates of Insurance to evidence compliance with the insurance requirements of the Agreement. The Certificate(s) of Insurance shall be signed by authorized

representatives of the insurance companies shown on the Certificate(s). A copy of the endorsement(s) referenced in paragraph four (4) for Additional Insured shall be attached to the certificate(s).

2. All insurance policies shall be from responsible companies duly authorized to do business in the State of Florida and have an AM Best rating of A- VIII or better.
3. No work shall commence at any project site unless and until the required Certificate(s) of Insurance are received and approved by the County, if applicable. Approval by the County of any Certificate of Insurance does not constitute verification by the County that the insurance requirements have been satisfied or that the insurance policy shown on the Certificate of Insurance is in compliance with the requirements of the Agreement. County reserves the right to require a certified copy of the entire insurance policy, including endorsements, at any time during the contract period.
4. All policies providing liability coverage(s), other than professional liability and worker's compensation policies obtained by the Contractor to meet the requirements of the Agreement shall be endorsed to include Pinellas County Board of County Commissioners as an Additional Insured.
5. If any insurance provided pursuant to the Agreement expires prior to the term of this Fire Protection Agreement, renewal Certificates of Insurance and endorsements shall be furnished by the Contractor to the County at least thirty (30) calendar days prior to the expiration date.
6. Contractor shall also notify County within twenty-four (24) hours after receipt, of any notices of expiration, cancellation, nonrenewal or adverse material change in coverage received by said Contractor from its insurer. Notice shall be given by certified mail to: Pinellas County Purchasing Department, 400 S. Ft. Harrison

Avenue, 6th Floor, Clearwater, Florida 33756; and nothing contained herein shall absolve Contractor of this requirement to provide notice.

7. Should the Contractor, at any time, not maintain the insurance coverages required herein, the County may terminate the Agreement, or at its sole discretion may purchase such coverages necessary for the protection of the County and charge the Contractor for such purchase. The County shall be under no obligation to purchase such insurance, nor shall it be responsible for the coverages purchased or the insurance company or companies used. The decision of the County to purchase such insurance shall in no way be construed to be a waiver of any of its rights under the Agreement.
8. Each insurance policy shall include the following terms and/or conditions in the policy:
  - (a) Companies issuing the insurance policy, or policies, shall have no recourse against County for payment of premiums or assessments for any deductibles which all are at the sole responsibility and risk of Contractor.
  - (b) The term "County" or "Pinellas County" shall include all Authorities, Boards, Bureaus, Commissions, Divisions, Departments and Constitutional offices of County and individual members, employees thereof in their official capacities, and/or while acting on behalf of Pinellas County.
  - (c) The policy clause "Other Insurance" shall not apply to any insurance coverage currently held by County or any such future coverage, or to County's Self-Insured Retentions of whatever nature.
  - (d) All policies shall be written on a primary, non-contributory basis.

(e) Any certificate of insurance evidencing coverage provided by a leasing company for either workers compensation or commercial general liability shall have a list of covered employees certified by the leasing company attached to the certificate of insurance. The County shall have the right, but not the obligation to determine that the contractor is only using employees named on such list to perform work for the County. Should employees not named be utilized by contractor, the County, at its option may stop work without penalty to the county until proof of coverage or removal of the employee by the contractor occurs, or alternatively find the contractor to be in default and take such other protective measures as necessary.

(f) Insurance policies, other than Professional Liability, shall include waivers of subrogation in favor of Pinellas County.

9. For projects with a Completed Operations exposure, Contractor shall maintain coverage and provide evidence of insurance for two (2) years beyond final acceptance. The insurance requirements for this Agreement, which shall remain in effect throughout its duration and for two (2) years beyond final acceptance for projects with a Completed Operations exposure, are as follows:

(A)	<u>Workers' Compensation Insurance</u>	
	Limit	Florida Statutory
	Employers Liability Limits	
	Per Employee	\$ 100,000
	Per Employee Disease	\$ 100,000
	Policy Limit Disease	\$ 500,000

(B) Commercial General Liability Insurance including, but not limited to, Independent Contractor, Contractual Liability Premises/Operations, Products/Completed Operation and Personal Injury.

Limits

General Aggregate	\$ 2,000,000
Products/Completed Operations	\$ 1,000,000
Aggregate	\$ 1,000,000
Personal Injury and Advertising	\$ 1,000,000
Injury	
Each Occurrence	

(C) Business Automobile or Trucker's/Garage Liability Insurance covering owned, hired and non-owned vehicles. Coverage shall be on an "occurrence" basis, such insurance to include coverage for loading and unloading hazards, unless Contractor can show that this coverage exists under the Commercial General Liability policy.

Limit

Per Accident	\$ 1,000,000
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(D) Excess or Umbrella Liability Insurance excess of the primary coverage required , in paragraphs (A), (B), and (C) above:

Limits

General Aggregate	\$ 4,000,000
Each Occurrence	\$ 4,000,000

(E) Pollution Legal/Environmental Legal Liability Insurance for pollution losses arising from all services performed to comply with this contract. Coverage shall apply to sudden and gradual pollution conditions including the discharge, dispersal, release or escape of smoke, vapors, soot, fumes, acids, alkalis, toxic chemicals, liquids or gases, waste materials or other irritants, contaminants or pollutants into or upon land, the atmosphere or any watercourse or body of water, which results in Bodily Injury or Property Damage. Coverage should include and be for the at least the minimum limits listed below:

- 1) Bodily injury, sickness, disease, mental anguish or shock sustained by any person, including death; property damage including physical injury to or destruction of tangible property including the resulting loss of use thereof, clean up costs, and the loss of use of tangible property that has not been physically injured or destroyed;
- 2) Defense including costs, charges and expenses incurred in the investigation, adjustment or defense of claims for such compensation damages.

3) Cost of Cleanup/Remediation.

Limits

General Aggregate	\$ 2,000,000
Each Occurrence	\$ 2,000,000

For acceptance of Pollution Legal/Environmental Legal Liability coverage included within another policy coverage required herein, a statement notifying the certificate holder must be included on the certificate of insurance and the total amount of said coverage per occurrence must be greater than or equal to the amount of Pollution Legal/Environmental Legal Liability and other coverage combined.

(F) Crime/Fidelity/Financial Institution Insurance coverage shall include Clients' Property endorsement similar or equivalent to ISO form CR 04 01 05 06, with at least minimum limits as follows:

Limits

General Aggregate	\$ 1,000,000
Each Occurrence	\$ 1,000,000

(G) Cyber Risk Liability (Network Security/Privacy Liability) Insurance including cloud computing and mobile devices, for protection of private or confidential information whether electronic or non-electronic, network security and privacy; privacy against liability for system attacks, denial or loss of service, introduction, implantation or spread of malicious software code, security breach, unauthorized access and use; including regulatory action expenses; and notification and credit monitoring expenses with at least minimum limits as follows:

Limits

Each Occurrence	\$ 1,000,000
General Aggregate	\$ 1,000,000

(H) Property Insurance Contractor will be responsible for all damage to its own property, equipment and/or materials.

**ARTICLE VII**  
**COMPENSATION AND OTHER FINANCIAL PROVISIONS**

**SECTION 701. COMPENSATION.** The Board shall review and approve Contractor's Budget Request, in accordance with Chapter 62, Article II, of the Pinellas County Code, and other applicable law. County shall calculate the annual

compensation as the percentage of unincorporated area multiplied by the lower amount of the initial budget request or the Adopted Budget. The percentage of unincorporated area within the Fire District shall be calculated in accordance with Chapter 62, Article II. The County shall pay Contractor monthly in arrears for the provision of Fire Protection Services as provided in Section 409.

**SECTION 702. USE OF RESERVE FOR FUTURE YEARS.** Subject to Contractor's substantial compliance with section 409 (d) & (e), upon a written request of Contractor, the County shall review and provide funding for the County's portion of a capital expenditure from Contractor's Reserve for Future Years fund held by the County. The County shall calculate its portion of the capital expenditure based upon the percentage of unincorporated area within the Fire District, in accordance with Chapter 62, Article II. The County shall pay Contractor a single payment upon completion of the project or at agreed-upon milestones of a major project.

**SECTION 703. WITHHOLDING FUNDS.** County may withhold payment to Contractor if it fails to meet its obligations in accordance with the provisions of Sections 803 and 804 of this Agreement.

**SECTION 704. FUNDS TO BE USED SOLELY FOR FIRE PROTECTION SERVICES.** Contractor recognizes that funds provided pursuant to the Agreement are derived from ad valorem taxes collected from MSTUs, and 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



County to offset the Fire District's Final Approved Budget, but shall be used for direct benefit of the Fire District. However, funds from interest earned by the investment of Fire District funds, and funds from other Fire Protection Services agreements, shall be used to offset the Fire District's Final Approved Budget. Funds provided to Contractor through any County EMS Agreement will be used to offset District Fire Final Approved Budget for those Contractors whose budget process combines both Fire and EMS funding into one document for review by the County.

**SECTION 706. FISCAL NON-FUNDING.** The funds to be used for services performed pursuant to the contract are subject to periodic levy and appropriation of funds by County. If funds are not appropriated by County for any or all of this Agreement, County 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. County agrees to promptly notify Contractor in writing of such failure of appropriation, and this Agreement shall terminate on the last day of the fiscal period for which funds have been appropriated.

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

## **ARTICLE VIII** **TERM AND TERMINATION**

**SECTION 801. TERM OF AGREEMENT.** The initial term of this Agreement shall be for three (3) years, commencing October 1, 2014 and ending at midnight September 30, 2017, unless this Agreement is earlier terminated as provided for herein in this Agreement. This Agreement may be extended for an additional two (2) year period

following the initial term, provided that the Parties mutually agree in writing to such extension which is subject to County and Contractor approval prior to July 1, 2017. References in this Agreement to "Term" shall include the initial term of this Agreement and all extensions thereof.

## **SECTION 802.      TERMINATION AND DISPOSITION OF ASSETS.**

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

Upon the effective date of termination of the Agreement, the County is not obligated to pay Contractor for Fire Protection Services, nor is Contractor obligated to provide Fire Protection Services, as defined in this Agreement.

(b)    **Termination By Contractor.** Contractor may terminate the Agreement by giving to County ninety (90) calendar day's 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 County are held by Contractor in trust for the benefit of the taxpayers of the District, and that County has all rights and powers of enforcement with respect to such trust.

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

(iii)    **Assets Paid For By Contractor.** Any assets which were purchased

solely with funds other than those provided by County to Contractor under this, or any preceding agreement, shall remain the property of Contractor.

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

(v) Intangible Assets. Upon termination of this Agreement, Contractor shall also return to County all unexpended monies received from the County, 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 County 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 County finds any deficiency in meeting the level of services described herein which affects, or may affect, the performance of services hereunder, County shall notify Contractor of such deficiency, or deficiencies, and shall give Contractor thirty (30) calendar days from receipt of such notice within which to cure such deficiency to the satisfaction of County. County may, in its sole discretion, extend the cure period. In the event of such extension, Contractor and County 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 County, and of a fire service provider mutually acceptable to Contractor and the County. The committee shall meet as the circumstances may deem necessary to resolve controversies and disputes. To the extent Contractor and the County 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 upon satisfaction of all statutory conditions precedent thereto.

## **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 County:** Pinellas County Safety & Emergency Services – Fire Div.  
12490 Ulmerton Road  
Largo, Florida 33774

**If to Contractor:** See Appendix B

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

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

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

**SECTION 906. WAIVER.** Unless otherwise specifically provided by the terms of this Agreement, no delay or failure to exercise a right resulting from any breach of this

Agreement shall impair such right or shall be construed to be a waiver thereof, but such may be exercised from time to time and as often as may be deemed expedient. Any waiver shall be in writing and signed by the Party granting such waiver. If any representation, warranty, or covenant contained in this Agreement is breached by either Party and thereafter waived by the other Party, such waiver shall be limited to the particular breach so waived, and shall not be deemed to waive any other breach under this Agreement.

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

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

**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 \_\_\_\_\_ day of \_\_\_\_\_, 2014.

ATTEST:  
Ken Burke, CLERK

PINELLAS COUNTY,  
by and through its governing body, The  
Pinellas County Board of County  
Commissioners, as the Fire Protection  
Authority

by: \_\_\_\_\_  
Deputy Clerk

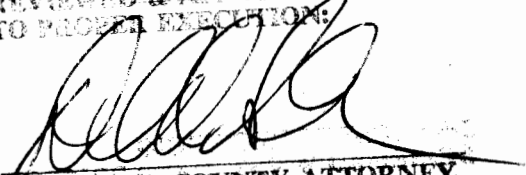
(seal)

by: \_\_\_\_\_  
Chairman

APPROVED AS TO FORM

\_\_\_\_\_  
Office of County Attorney

REVIEWED & APPROVED SUBJECT  
TO PROPER EXECUTION:

  
OFFICE OF COUNTY ATTORNEY

\_\_\_\_\_  
Contractor

By: \_\_\_\_\_

Print: \_\_\_\_\_

Title: \_\_\_\_\_

Attest:

by: \_\_\_\_\_

Approved as to Content and Form:

Print: \_\_\_\_\_

\_\_\_\_\_  
City Attorney

Title: \_\_\_\_\_



## **APPENDIX A**

### **FIRE DISTRICTS**

<b><u>Fire District</u></b>	<b><u>Fire Service Contractor</u></b>
Belleair Bluffs Fire Control District	City of Largo
Clearwater Fire Control District	City of Clearwater
Dunedin Fire Control District	City of Dunedin
Gandy Fire Control District	City of St. Petersburg
Highpoint Fire Control District (West)	City of Largo
Largo Fire Control District	City of Largo
Pinellas Park Fire Control District	City of Pinellas Park
Safety Harbor Fire Control District	City of Safety Harbor
Seminole Fire Control District	City of Seminole
Tarpon Springs Fire Control District	City of Tarpon Springs

## **APPENDIX B**

### **FIRE PROTECTION SERVICE CONTRACTORS**

City of Clearwater  
112 South Osceola Avenue  
Clearwater, FL 33756  
Attn: Mayor

City of Dunedin  
P.O. Box 1348  
Dunedin, FL 34697-1348  
Attn: Mayor

City of Largo  
201 Highland Avenue Northeast  
Largo, FL 33770  
Attn: Mayor

City of Pinellas Park  
P.O. Box 1100  
Pinellas Park, FL 33780-1100  
Attn: Mayor

City of Safety Harbor  
750 Main Street  
Safety Harbor, FL 34695-3597  
Attn: Mayor

City of Seminole  
9199 113<sup>th</sup> Street North  
Seminole, FL 33772  
Attn: Mayor

City of St. Petersburg  
P.O. Box 2842  
St. Petersburg, FL 33731-2842  
Attn: Mayor

City of Tarpon Springs  
324 Pine Street East  
Tarpon Springs, FL 34689  
Attn: Mayor

## APPENDIX C

### APPENDIX C SUPPLEMENTAL FINANCIAL INFORMATION

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 within 10 days after receipt by the contractor 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 Name: \_\_\_\_\_

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.

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

\* Includes interest and other fire protection agreements revenue

\*\* To be provided by Pinellas County Fire Authority

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

Signature \_\_\_\_\_

Date \_\_\_\_\_

Please return completed form to:

Pinellas County Safety & Emergency Services  
Fire Administration  
12490 Ulmerton Road  
Largo, FL 33774

or email to:

[mcooksey@pinellascounty.org](mailto:mcooksey@pinellascounty.org)