

**BOARD OF COUNTY
COMMISSIONERS**

NANCY BOSTOCK
NEIL BRICKFIELD
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KENNETH T. WELCH



Joseph Lauro, CPPO/CPPB
Director

May 21, 2009

TO: ALL INTERESTED PROPOSERS

REQUEST FOR PROPOSAL: Fire Protection Services – Tierra Verde

PROPOSAL NUMBER: 089-0356-P (SS)

PROPOSAL SUBMITTAL IS DUE: June 2, 2009 @ 3:00 PM

ADDENDUM NO. 1

Following is additional information, clarifications, questions and responses relative to referenced Request for Proposal (RFP):

CLARIFICATIONS:

1. The current contractor actual expenses for fuel and utilities is:

| | |
|-----------|----------|
| Fuel | \$4,618 |
| Utilities | \$11,200 |
2. The number of commercial and multi family properties in the district are:

| | |
|--------------|---------------------|
| Commercial | Approximately 150 |
| Multi Family | Approximately 1,400 |
3. Self Contained Breathing Apparatus (SCBA) will be provided to the successful bidder. The contractor will be required to provide SCBA masks and Turnout Gear.
4. The EMS funded positions (funded through a separate agreement) will serve as one of the personnel assigned to the engine.
5. The EMS funded positions and expense information will be removed from the Expense Worksheet. Use attached Expense Worksheet.
6. It is desirable, not mandatory, to staff the Engine with four personnel. Mandatory minimum staffing is three personnel; one of which is the Paramedic Firefighter funded by the EMS First Responder Agreement.
7. Command Officer may be the Company Officer assigned to the Engine. There is no time requirement for a Chief Officer to arrive on scene.

PLEASE ADDRESS REPLY TO:
400 South Ft. Harrison, Sixth Floor
Clearwater, Florida 33756
Phone: (727) 464-3311
FAX: (727) 464-3925
Website: www.pinellascounty.org/purchase

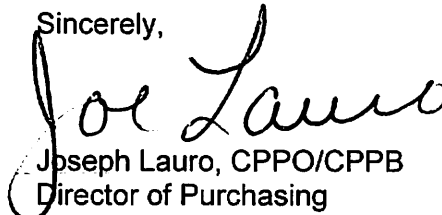


8. The composition of the Evaluation Team is currently being reviewed by County staff.

All other specifications, terms and conditions remain the same.

Please remember to acknowledge receipt of this Addendum in Section G, Page 22 under Addendum No. 1 and return with completed bid package.

Sincerely,

A handwritten signature in black ink, reading "Joe Lauro". The signature is written in a cursive, flowing style. The first name "Joe" is written with a large, looped "J" and a small "e". The last name "Lauro" is written with a large, looped "L" and a trailing flourish.

Joseph Lauro, CPPO/CPPB
Director of Purchasing

| |
|--|
| SECTION E – SCOPE OF WORK – CONTINUED - REVISED |
|--|

Cost:

Expense Worksheet

| JOB CLASSIFICATION | NUMBER OF FULL TIME EMPLOYEES |
|----------------------------------|-------------------------------|
| | FIRE |
| CHIEF | |
| DEPUTY CHIEF | |
| ASSISTANT CHIEF | |
| DIVISION CHIEF | |
| DISTRICT CHIEF | |
| CAPTAIN | |
| LIEUTENANT | |
| DRIVER ENGINEER | |
| FIREFIGHTER | |
| FIREFIGHTER PARAMEDIC | |
| FIRE MARSHAL | |
| INSPECTOR | |
| CLERICAL | |
| MAINTENANCE | |
| | |
| JOB CLASSIFICATION TOTALS | |

| PERSONNEL SERVICES: | PROJECTED EXPENDITURES FISCAL YEAR 2009-10 |
|--------------------------|---|
| | FIRE |
| EXECUTIVE SALARIES | \$ |
| REGULAR SALARIES & WAGES | \$ |
| OTHER SALARIES & WAGES | \$ |
| OVERTIME | \$ |
| SPECIAL PAY | \$ |
| FICA | \$ |

| |
|--|
| SECTION E – SCOPE OF WORK – CONTINUED - REVISED |
|--|

Cost (Continued):**Expense Worksheet (Continued)**

| PERSONNEL SERVICES: | PROJECTED EXPENDITURES FISCAL YEAR 2009-10 |
|---------------------------------|---|
| RETIREMENT CONTRIBUTIONS | \$ |
| GROUP LIFE INSURANCE | \$ |
| GROUP HEALTH INSURANCE | \$ |
| WEEKLY INCOME BENEFITS | \$ |
| PERSONAL SERVICES (Continued) | \$ |
| WORKER'S COMPENSATION INSURANCE | \$ |
| UNEMPLOYMENT COMPENSATION FUND | \$ |
| TOTAL PERSONNEL SERVICES | \$ |

| OPERATING EXPENSES | PROJECTED EXPENDITURES FISCAL YEAR 2009/10 |
|--|---|
| | FIRE |
| Legal Fees | \$ |
| Medical Services General Health Care/Physicals | \$ |
| Accounting & Auditing | \$ |
| Custodial/Janitorial Services | \$ |
| Data Processing Services | \$ |
| Travel Reimbursements | \$ |
| Postage | \$ |
| Legal Fees | \$ |
| Medical Services General Health Care/Physicals | \$ |
| Waste Disposal | \$ |
| Rental & Leases Data Processing Equipment, Copy | \$ |
| Insurance-General Liability | \$ |
| Printing & Binding | \$ |

Cost (Continued):**Expense Worksheet (Continued)**

| OPERATING EXPENSES | PROJECTED EXPENDITURES FISCAL YEAR 2009/10 |
|---|---|
| Office Supplies | \$ |
| Small Tools, Supplies | \$ |
| Clothing & Laundry | \$ |
| Books, Publications, Subscriptions, Memberships | \$ |
| Training & Educational Costs | \$ |
| Fire Prevention | \$ |
| TOTAL OPERATING EXPENSES | \$ |
| TOTAL COSTS FOR PERSONNEL AND OPERATING EXPENSES | \$ |

**PINELLAS COUNTY PURCHASING
MANDATORY PRE-PROPOSAL SIGN IN SHEET**

| | | |
|---------------------------------------|---|---|
| CONTRACT# 089-0356-P (SS) | CONTRACT TITLE: Fire Protection Service – Tierra Verde | LOCATION(S) OF MEETING: EMS & Fire Administration, 12490 Ulmerton Road, Largo, Florida |
| DATE & TIME: May 20, 2009 @ 9:00 a.m. | PURCHASING STAFF: Sue Steele, CPPB | |

All information must be filled in or you may be disqualified from bidding. If an addendum is issued, it will be mailed or faxed to all attendees to the address/fax # you have entered below. Addendums can also be found on our website at www.pinellascounty.org/purchase

***** PLEASE PRINT *****

| | NAME OF ATTENDEE * COMPANY REPRESENTED | ADDRESS | TELEPHONE # CELLULAR # | FAX# EMAIL ADDRESS |
|----|---|--|---------------------------|-----------------------------|
| 1. | Sue Steele | 400 S. Fort Harrison Ave, 6 th Fl | 727-464-4776 | 727-464-3925 |
| | Pinellas County Purchasing | Clearwater, FL 33756 | | ssteale@pinellascounty.org |
| 2. | FRED GOLLNER | 7301 GULF BLVD | 727-363-9206 | 727-360-6744 |
| | St Pete Beach Fire Dept | St Pete Beach FL 33706 | 727-224-0579 | Firechief@StPeteBeach.org |
| 3. | Richard E. Graham. | 4360 55 AVE. N. | 727-526-5650 ext 225 | 727-525-9657 |
| | Lealman Special Fire Control District | St. Petersburg, FL 33714 | 727-420-0667 | regraham@lealmanfire.com |
| 4. | DAVID W Brown | 4360 55 th Ave N | 727-526-5650 x227 | graham@lealmanfire.com |
| | Lealman Fire District | St Petersburg FL 33714 | 727-430-0696 | dbrown@lealmanfire.com |
| 5. | Jim Millican | 4360-55 AV N | 727-526-5650 xt. 549 | 727-525-9657 |
| | Lealman Fire District | ST. PETE, FL 33714 | 727-481-2852 | jmillican@lealmanfire.com |
| 6. | Dennis Arce. | 4893-D W. WATERS Ave. | 813-241-3506 | 813.241.3600 |
| | Stanley Convergent Security Solutions | Tempe FL 33634 | 787-449.0264 | drarce@aol.com |
| 7. | TOM MALONE | 7301 GULF BLVD | 727-363-9206 | 727-360-6744 |
| | ST. PETE BEACH F.D. | ST. PETE BEACH, FL | 727-224-0528 | T.MALONE@STPETEBEACH.ORG |
| 8. | MIKE BOWFIELD | 155 COREY AVE | 727 363-9232 | 727 363 9249 |
| | SPB CITY MANAGER | SPB 33706 | 727 501-2415 | CITYMANAGER@STPETEBEACH.ORG |

* NOTE: If your are attending conference on behalf of another party or parties, please list parties on whose behalf you are attending

**PINELLAS COUNTY PURCHASING
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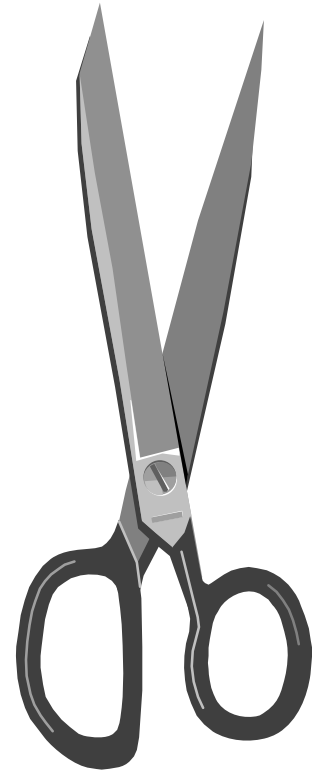
***** PLEASE PRINT *****

| | NAME OF ATTENDEE * COMPANY REPRESENTED | ADDRESS | TELEPHONE # CELLULAR # | FAX# EMAIL ADDRESS |
|-----|---|----------------------------|---------------------------|----------------------------------|
| 9. | JIM KILPATRICK | 7301 GULF BLVD | 727/423-8042 | JDK634@HOTMAIL.COM |
| | SPB LOCAL 2266 | SPB, FL. 33706 | | |
| 10. | Michael Cooksey | 12490 Ulmerton Road | | |
| | Pinellas County Fire | Largo, FL 33774 | 727-582-2437 | mcooksey@pinellascounty.org |
| 11. | Doug LEWIS | 11350 43 ST N | | |
| | Pinellas Park | Pinellas Park, FL 33762 | 727-541-0712 | dlewis@pinellas-park.com |
| 12. | William WARD | 400 DR. ML. King St. South | | |
| | St. Petersburg Fire Rescue | St. Petersburg, FL 33701 | 727-893-7275 | William.WARD@stpete.org |
| 13. | James D. Winbury | 460 DR. MLK JR ST -SO | 727 893-7275 | James.Winbury@stpete.org |
| | St. Petersburg, FL | St. Pete FL 33701 | | |
| 14. | DOUGLAS BOOR OF CLEARWATER | 12855-A DARIUS DRIVE | 727 561-9090 | 727 561-9191 |
| | JIM DOLLAR | CLEARWATER, FL. 33762 | | Jim@STOLZEDOOR.COM |
| 15. | DICK WILLIAMS | 12490 ULMERTON RD | 727-582-2095 | dick.williams@pinellascounty.org |
| | P.C. PUBLIC SAFETY SVCS | LARGO FL 33774 | | |
| 16. | | | | |
| | | | | |

* NOTE: If you are attending conference on behalf of another party or parties, please list parties on whose behalf you are attending (signin.dot)

Cut along the outer border and affix this label to your sealed proposal envelope to identify it as a “Sealed Proposal”. Be sure to include the name of the company submitting the bid where requested.

| | |
|---|--|
| SEALED PROPOSAL • DO NOT OPEN | |
| SEALED PROPOSAL NO.: | 089-0356-P (SS) |
| PROPOSAL TITLE : | Fire Protection Services – Tierra Verde |
| DUE DATE/TIME: | June 2, 2009 @ 3:00 p.m. |
| SUBMITTED BY: | _____ (Name of Company) |
| DELIVER TO: PURCHASING DEPARTMENT Board of County Commissioners Annex Building –6 th Floor 400 South Fort Harrison Avenue Clearwater, FL 33756 | |



Please Note:

From time to time, addenda may be issued to this proposal. Any such addenda will be posted on the same Web site, www.pinellascounty.org/purchase/Current_Bids1.htm, from which you obtained this proposal. Before submitting your proposal you should check our Web site to download any addenda that may have been issued. Please remember to sign and return Addenda Acknowledgement Form with completed proposal package if applicable.

SUBMIT TO:

PINELLAS COUNTY BOARD OF
COUNTY COMMISSIONERS
400 S. FT. HARRISON AVENUE
ANNEX BUILDING – 6TH FLOOR
CLEARWATER, FL 33756



REQUEST FOR PROPOSAL

ISSUE DATE:**May 8, 2009**

PROPOSAL SUBMITTALS RECEIVED AFTER SUBMITTAL DATE & TIME WILL NOT BE
CONSIDERED

TITLE: Fire Protection Services – Tierra Verde**RFP NUMBER:****089-0356-P (SS)****SUBMITTAL DUE: June 2, 2009 @ 3:00 P.M.**

AND MAY NOT BE WITHDRAWN FOR 120 DAYS FROM DATE LISTED ABOVE.

PRE-PROPOSAL DATE & LOCATION:
MANDATORY

A Mandatory pre-bid conference will
be held at 9:00 a.m., on May 20, 2009
at EMS & Fire Administration, 12490
Ulmerton Road, Largo, Florida,
33756

DEADLINE FOR WRITTEN QUESTIONS: May 27, 2009 BY 3:00 P.M.
SUBMIT QUESTIONS TO: SUE STEELE, CPPB AT sssteel@pinellascounty.org
Phone: (727) 464-4776 Fax: (727) 464-3925

COMMISSIONERS

CALVIN D. HARRIS - CHAIRMAN
KAREN WILLIAMS SEEL - VICE CHAIRMAN
NANCY BOSTOCK
NEIL BRICKFIELD
SUSAN LATVALA
JOHN MORRONI
KENNETH T. WELCH

THE MISSION OF PINELLAS COUNTY
Pinellas County Government is committed to progressive
public policy, superior public service, courteous public
contact, judicious exercise of authority and sound
management of public resources to meet the needs and
concerns of our citizens today and tomorrow.

Joseph Lauro
JOSEPH LAURO,
CPPO/CPPB
Director of Purchasing

PROPOSER MUST COMPLETE THE FOLLOWING

PROPOSERS ARE CAUTIONED THAT THE POLICY OF THE BOARD OF COUNTY COMMISSIONERS, PINELLAS COUNTY, IS TO
ACCEPT THE LOWEST RESPONSIBLE PROPOSAL RECEIVED MEETING SPECIFICATIONS. NO CHANGES REQUESTED BY A
PROPOSER DUE TO AN ERROR IN PRICING WILL BE CONSIDERED AFTER THE RFP OPENING DATE AS ADVERTISED. BY
SIGNING THIS PROPOSAL FORM YOU ARE ATTESTING TO YOUR AWARENESS OF THIS POLICY AND ARE AGREEING TO ALL
OTHER PROPOSAL TERMS AND CONDITIONS.

PAYMENT TERMS: ____% ____DAYS, NET **45** (PER F.S. 218.70) *RFP DEPOSIT, IF REQUIRED, IS ATTACHED IN THE AMOUNT OF
\$ _____

PROPOSER (COMPANY NAME): _____ **D/B/A** _____

MAILING ADDRESS: _____ **CITY / STATE / ZIP** _____

COMPANY EMAIL ADDRESS: _____

PHN: () _____ **FAX:** () _____

***REMIT TO NAME:** _____
(As Shown On Company Invoice)

CONTACT NAME: _____

Proper Corporate Identity is needed when you submit your bid,
especially how your firm is registered with the Florida Division of
Corporations. Please visit www.sunbiz.org for this information. It is
essential to return a copy of your W-9 with your bid. Thank you.

PRINT NAME: _____

EMAIL ADDRESS: _____

**I HEREBY AGREE TO ABIDE BY ALL CONDITIONS OF THIS RFP &
CERTIFY I AM AUTHORIZED TO SIGN THIS RFP FOR THE
PROPOSER.**

| FORMS CHECKLIST | |
|-------------------------|--|
| COPY OF COMPANY INVOICE | |
| W-9 (TAXPAYER ID) | |

AUTHORIZED SIGNATURE: _____

PRINT NAME/TITLE: _____

**THIS FORM MUST BE RETURNED WITH YOUR
RESPONSE**

SEE PAGE 14 SECTION E SCOPE OF WORK

SECTION A - GENERAL CONDITIONS**1. SUBMISSION OF PROPOSAL:**

- a) Proposals will be opened immediately after the proposal submittal date and time (3:00 PM) by the Pinellas County Purchasing Department, 400 South Fort Harrison Avenue, Annex Building, 6th Floor, Clearwater, FL 33756. The public may attend the proposal opening, but may not immediately review any proposals submitted. The names of respondents only will be read aloud at the time of opening. Pursuant to Section 119.07(3)(m), all proposals submitted shall be subject to review as public records 10 days from opening, or earlier if an intended decision is reached before the 10-day period expires. Late proposals will not be accepted.
- b) Proposals and changes thereto shall be enclosed in sealed envelopes or packages, addressed to the Purchasing Department, Pinellas County. The name and address of the firms, the date and hour of the proposal submittal, and the title shall be placed on the outside of the envelope.
- c) Proposals must follow the format of the RFP and structure their responses to follow the sequence of the RFP when submitting a proposal. County staff will evaluate the proposals received, based on responsiveness to the evaluation criteria and based on the information being provided in the required sequence.
- d) Proposers must have experience in work of the same or similar nature, and must provide references that will satisfy the County. Proposer must furnish a reference list of at least four (4) customers for whom they have performed similar services and must provide information as specified in Section D.
- e). Proposer is advised that exceptions to any of the terms contained in this RFP or the attached service agreement must be identified in its response to the RFP. Failure to do so may lead County to declare any such term non-negotiable. Proposer's desire to take exception to a non-negotiable term will not disqualify it from consideration for award.

2. WRITTEN REQUESTS FOR INTERPRETATIONS/CLARIFICATIONS:

No oral interpretations will be made to any firms as to the meaning of specifications or any other contract documents. All questions pertaining to the terms and conditions or scope of work of this proposal must be sent in writing (mail or fax) to the Purchasing Department and received no later than the deadline specified in RFP. Responses to questions may be handled as an addendum if the response would provide clarification to requirements of the proposal. All such addenda shall become part of the contract documents. The County will not be responsible for any other explanation or interpretation of the proposed RFP made or given prior to the award of the contract. The Purchasing Department will be unable to respond to questions received after the specified deadline.

3. DESCRIPTION OF SUPPLIES/SERVICES:

Any manufacturer's names, trade names, brand name, or catalog numbers used in specifications are for the purpose of describing and establishing general quality levels. SUCH REFERENCES ARE NOT INTENDED TO BE RESTRICTIVE. Proposals will be considered for all brands that meet the quality of the specifications listed for any items.

4. RIGHTS OF PINELLAS COUNTY IN REQUEST FOR PROPOSAL PROCESS:

In addition to all other rights of the County under Florida law, the County specifically reserves the following:

- a) Pinellas County reserves the right to rank firms and negotiate with the highest-ranking firm. Negotiation with an individual proposer does not require negotiation with others.
- b) Pinellas County reserves the right to select the proposal that it believes will serve the best interest of Pinellas County.
- c) Pinellas County reserves the right to reject any or all Requests for Proposals.
- d) Pinellas County reserves the right to cancel the entire Request for Proposal.
- e) Pinellas County reserves the right to remedy or waive technical or immaterial errors in the Request for Proposal or in proposals submitted.
- f) Pinellas County reserves the right to request any necessary clarifications or proposal data without changing the terms of the proposal.
- g) Pinellas County reserves the right to make selection of the proposer to perform the services required on the basis of the original proposals without negotiation.

SECTION A - GENERAL CONDITIONS - CONTINUED**5. EVALUATION CRITERIA:**

The evaluation criteria define the factors that will be used by the Evaluation Committee to evaluate and score responsive, responsible and qualified proposals. Proposers shall include sufficient information to allow the Evaluation Committee to thoroughly evaluate and score their proposals. Each proposal submitted shall be evaluated and ranked by an evaluation committee. The contract will be awarded to the most qualified proposer, per the evaluation criteria listed in Section E of the RFP. Proposers will ordinarily not be suggested for award/ranking of firms or oral presentations if a score of at least eighty percent (80%) of the total points available is not achieved through evaluation.

6. COSTS INCURRED BY PROPOSERS:

All expenses involved with the preparation and submission of proposals to the County, or any work performed in connection therewith, shall be borne solely by the Proposer(s). No payment will be made for any responses received, or for any other effort required of, or made by, the Proposer(s) prior to contract commencement.

7. ORAL PRESENTATION:

An oral presentation of proposal may be requested of any firm, at the Evaluation Committee's discretion.

8. CONFLICT OF INTEREST:

- a) The Proposer represents that it presently has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance or services required hereunder, as provided for in Fla. Stat., §112.311, et. Seq. The Proposer further represents that no person having any interest shall be employed for said performance.
- b) The Proposer shall promptly notify the County's representative, in writing, by certified mail, of all potential conflicts of interest for any prospective business association, interest, or other circumstance, which may influence or appear to influence the Contractor's judgment or quality of services being provided hereunder. Such written notification shall identify the prospective business association, interest or circumstance, the nature of work that the Proposer may undertake and request an opinion of the County as to whether the association, interest or circumstance would, in the opinion of the County, constitute a conflict of interest if entered into by the Proposer. The County agrees to notify the Proposer of its opinion by certified mail within thirty days of receipt of notification by the Proposer.

9. WITHDRAWAL OF PROPOSAL:

A proposal may be withdrawn prior to the time set for the proposal submittal, based on a written request from an authorized representative of the firm; however, a proposal may not be withdrawn after the time set for the proposal submittal for a period of time as specified.

10. LATE PROPOSAL OR MODIFICATIONS:

Proposal and modifications received after the time set for the proposal submittal will not be considered; however, modifications in writing received prior to the time set for the proposal submittal will be accepted. **In addition, late proposals will not be accepted, will be rejected and will be returned for any reason. The time clock stamp located in Pinellas County Purchasing Department shall be the official time stamp.** This upholds the integrity of the proposal process.

11. PROPOSALS FROM RELATED PARTIES / MULTIPLE PROPOSALS RECEIVED FROM ONE VENDOR:

Where two (2) or more related parties each submit a proposal or multiple proposals are received from one (1) vendor, for any contract, such proposals shall be judged non-responsive. Related parties mean proposers or the principles thereof, which have a direct or indirect ownership interest in another proposer for the same contract or in which a parent company or the principles thereof of one (1) proposer have a direct or indirect ownership interest in another bidder or proposer for the same contract.

12. LOCAL, STATE, AND FEDERAL COMPLIANCE REQUIREMENTS:

The laws of the State of Florida apply to any purchase made under this Request for Proposal. Proposers shall comply with all local, state, and federal directives, orders and laws as applicable to this proposal and subsequent contract(s) including but not limited to Equal Employment Opportunity (EEO), Minority Business Enterprise (MBE), and OSHA as applicable to this contract.

SECTION A - GENERAL CONDITIONS - CONTINUED**13. PROVISION FOR OTHER AGENCIES:**

Unless otherwise stipulated by the proposer, the proposer agrees to make available to all Government agencies, departments, and municipalities the proposal prices submitted in accordance with said proposal terms and conditions therein, should any said governmental entity desire to buy under this proposal. Eligible Users shall mean all state of Florida agencies, the legislative and judicial branches, political subdivisions (counties, local district school boards, community colleges, municipalities, or other public agencies or authorities), which may desire to purchase under the terms and conditions of the contract.

14. COLLUSION:

The proposer, by affixing his signature to this proposal, agrees to the following: "Proposer certifies that his proposal is made without previous understanding, agreement, or connection with any person, firm or corporation making a proposal for the same item(s) and is in all respects fair, without outside control, collusion, fraud, or otherwise illegal action".

15. RIGHT TO AUDIT:

Pinellas County reserves the privilege of auditing a vendor's records as such records relate to purchases between Pinellas County and said vendor. Such audit privilege is provided for within the text of the Pinellas County Code §2-156 through §2-176(j). Records should be maintained for three years from the date of final payment.

16. STATEMENT RELATIVE TO "PUBLIC ENTITY CRIMES":

The proposer is directed to the Florida Public Entity Crime Act, §287.133, Florida Statutes, and the County's requirement that the successful proposer comply with it in all respects prior to and during the term of this contract.

17. COUNTY INDEMNIFICATION:

If proposer is a Florida governmental entity and falls under the Florida Statute §768.28, the entity is subject to the sovereign immunity and is not required to adhere to the indemnification language below.

- a) The first ten dollars (\$10) of compensation received by the contractor pursuant to this contract represents specific consideration for the following indemnification: contractor shall indemnify, pay the cost of defense, including attorneys' fees, and hold harmless the County from all suits, actions or claims of any character brought on account of any injuries or damages received or sustained by any person, persons or property by or from the said contractor; or by, or in consequence of any neglect in safeguarding the work; or through the use of unacceptable materials in the construction of improvements; or by, or on account of any act or omission, neglect or misconduct of the said contractor; or by, or on account of, any claim or amounts recovered under the "Workers' Compensation Law" or of any other laws, by-laws, ordinance, order or decree, except only such injury or damage as shall have been occasioned by the sole negligence of the County.
- b) The successful proposer(s) agrees to indemnify the County and hold it harmless from and against all claims, liability, loss, damage or expense, including counsel fees, arising from or by reason of any actual or claimed trademark, patent or copyright infringement or litigation based thereon, with respect to the goods or any part thereof covered by this order, and such obligation shall survive acceptance of the goods and payment thereof by the County.

18. VARIANCE FROM STANDARD TERMS & CONDITIONS:

All standard terms and conditions stated in Section A apply to this contract except as specifically stated in the subsequent sections of the document, which take precedence over Section A, and should be fully understood by proposers prior to submitting a proposal on this requirement.

19. ADA REQUIREMENT FOR PUBLIC NOTICES:

Persons with disabilities requiring reasonable accommodation to participate in this proceeding/event, should call 727/464-4062 (voice/tdd) fax 727/464-4157, not later than seven days prior to the proceeding.

SECTION A - GENERAL CONDITIONS - CONTINUED**20. CERTIFICATE OF INSURANCE:**

The successful proposer must provide a Certificate of Insurance in accordance with Insurance Requirements, Section C, prior to issuance of Purchase Order or commencement of any work hereunder.

21. PAYMENT/INVOICES:

The proposer must specify on the Proposal Summary form the exact company name and address which must be the same as invoices submitted for payment as a result of award of this RFP. Further, the successful proposer is responsible for immediately notifying the Purchasing Department of any company name change, which would cause invoicing to change from the name used at the time of the original RFP. Payment will be made, in arrears, in accordance with Fla. Stat. § 218.70, et. seq., the Local Government Prompt Payment Act.

22. CANCELLATION:

- a) Pinellas County reserves the right to cancel this contract without cause by giving thirty (30) days prior notice to the contractor in writing of the intention to cancel or with cause if at any time the contractor fails to fulfill or abide by any of the terms or conditions specified.
- b) Failure of the contractor to comply with any of the provisions of this contract shall be considered a material breach of contract and shall be cause for immediate termination of the contract at the discretion of Pinellas County.
- c) In addition to all other legal remedies available to Pinellas County, Pinellas County reserves the right to cancel and obtain from another source, any items/services which have not been delivered within the period of time stated in proposal, or if no such time is stated, within a reasonable period of time from the date of order as determined by Pinellas County.
- d) In the event sufficient budgeted funds are not available for a new fiscal period, the County shall notify the vendor of such occurrence and contract shall terminate on the last day of current fiscal period without penalty or expense to the County.

23. ASSIGNMENT/SUBCONTRACTING/CORPORATE ACQUISITIONS AND/OR MERGERS:

The Contractor shall perform this contract. No assignment or subcontracting shall be allowed without prior written consent of the County. If a proposer intends to subcontract a portion of this work, the proposer must disclose that intent in the proposal. In the event of a corporate acquisition and/or merger, the Contractor shall provide written notice to the County within thirty (30) business days of Contractor's notice of such action or upon the occurrence of said action, whichever occurs first. The right to terminate this contract, which shall not be unreasonably exercised by the County, shall include, but not be limited to, instances in which a corporate acquisition and/or merger represent a conflict of interest or are contrary to any local, state, or federal laws. Action by the County awarding a proposal to a firm that has disclosed its intent to assign or subcontract in its response to the RFP, without exception shall constitute approval for purpose of this Agreement.

24. LOBBYING:

Lobbying of Evaluation Committee members, Pinellas County Government employees, or elected officials regarding request for proposals, request for qualifications, bids or contracts, during the pendency of bid protest, by the bidder/proposer/protestor or any member of the bidder's/proposer's/protestor's staff, an agent of the bidder/proposer/protestor, or any person employed by any legal entity affiliated with or representing an organization that is responding to the request for proposal, request for qualification, bid or contract, or has a pending bid protest is strictly prohibited either upon advertisement or on a date established by the Board of County Commissioners and shall be prohibited until either an award is final or the protest is finally resolved by the County Administrator or Purchasing Director; provided, however, nothing herein shall prohibit a prospective bidder/proposer from contacting the Purchasing Department to address situations such as clarification and/or questions related to the procurement process. For purposes of this provision lobbying activities shall include but not be limited to, influencing or attempting to influence action or non-action in connection with any request for proposal, request for qualification, bid or contract through direct or indirect oral or written communication or an attempt to obtain goodwill of persons and/or entities specified in this provision. Such actions may cause any request for proposal, request for qualification, bid or contract to be rejected.

25. ADDITIONAL REQUIREMENTS:

The County reserves the right to request additional services relating to this Agreement from the Contractor. When approved by the County as an amendment to this Agreement and authorized in writing, the Contractor shall provide such additional requirements as may become necessary.

SECTION A - GENERAL CONDITIONS - CONTINUED**26. ADD/DELETE LOCATIONS/SERVICES:**

The County reserves the right to unilaterally add or delete locations/services, either collectively or individually, at the County's sole option, at any time after award has been made as may be deemed necessary or in the best interests of the County. In such case, the contractor(s) will be required to provide services to this contract in accordance with the terms, conditions, and specifications.

27. SERVICES AGREEMENT:

A written agreement, in substantially the form attached, incorporating the Request for Proposal and the successful proposal will be prepared by the County, signed by the successful proposer and presented to the Board of County Commissioners, County Administrator or Director of Purchasing for approval and signature.

30. PROTEST PROCEDURE:

As per Section 2-162 of County Code

1.

(a) *Bid/Proposal protests.* Any actual or prospective bidder, proposer, who is allegedly aggrieved in connection with the issuance of a bid/proposal package or pending award of a contract may protest to the director of purchasing.

(b) *Posting.* The Purchasing Department shall post the formal award on the departmental website. The formal award shall be publicly posted on the Purchasing Department's website no less than three full business days after the decision to recommend the award to the bidder/proposer is made.

(c) *Requirements to Protest.*

(1) If the protest relates to the content of the bid/proposal package, a formal written protest must be filed no later than 5:00 p.m. on the fifth full business day after issuance of the bid/proposal package.

(2) If the protest relates to the award of a contract, a formal written protest must be filed no later than 5:00 p.m., on the fifth business day after posting of either the contract award recommendation or the contract award itself. The formal written protest shall identify the protesting party and the solicitation involved; include a clear statement of the grounds on which the protest is based; refer to the statutes, laws, ordinances or other legal authorities which the protesting party deems applicable to such grounds; and specifically request the relief to which the protesting party deems itself entitled by application of such authorities to such grounds.

(3) A formal written protest is considered filed with the county when the Purchasing Department, County Administrator, or County Commission receives it. Accordingly, a protest is not timely filed unless it is received within the time specified above. Failure to file a formal written protest within the time period specified shall constitute a waiver of the right to protest and result in relinquishment of all rights to protest by the bidder/proposer.

(d) *Sole remedy.* These procedures shall be the sole remedy for challenging an award of bid. Bidder/proposers are prohibited from attempts to influence, persuade, or promote a bid protest through any other channels or means. Such attempts shall be cause for suspension in accordance with 2-161(b) of this article.

(e) *Time Limits.* The time limits in which protests must be filed as specified herein may be altered by specific provisions in the Bid/Request for Proposal.

(f) *Authority to resolve.* The Director of Purchasing shall resolve the protest in a fair and equitable manner and shall render a written decision to the protestant no later than 5:00 p.m. on the fifth business day after the filing thereof.

(g) *Review of Purchasing Director's decision.*

(1) The protesting party may request a review of the Purchasing Director's decision to the County Administrator by delivering written request for review of the decision to the Director of Purchasing by 5:00 p.m. on the fifth business day after the date of the written decision. The written notice shall include any written or physical materials, objects, statements, and arguments, which the bidder/proposer deems relevant to the issues raised in the request for review.

(2) If it is determined that the solicitation or award is in violation of law or the regulations and internal procedures of the Purchasing Department, the County Administrator shall immediately cancel or revise the solicitation or award as deemed appropriate.

(3) If it is determined that the solicitation or award should be upheld, the County Administrator shall issue a decision in writing stating the reason for the action with a copy furnished to the protesting party and all substantially affected persons or businesses no later than 5:00 p.m., on the fifth full business day. The decision shall be final and conclusive as to the county unless any further action is taken or a party commences action in court.

(h) *Stay of Procurement During Protests.* There shall be no stay of procurement during protests.

SECTION A - GENERAL CONDITIONS - CONCLUDED**31. INTEGRITY OF REQUEST FOR PROPOSAL (RFP) DOCUMENTS:**

Proposers shall use the original RFP Form(s) provided by the Purchasing Department and enter information only in the spaces where a response is requested. Proposers may use an attachment as an *addendum* to the RFP Form(s) if sufficient space is not available on the original form for the proposer to enter a complete response. **Any modifications or alterations to the original RFP documents by the proposer, whether intentional or otherwise, will constitute grounds for rejection of a RFP.** Any such modifications or alterations a proposer wishes to propose must be clearly stated in the proposer's RFP response and presented in the form of an addendum to the original RFP documents.

32. PUBLIC EMERGENCIES:

It is hereby made a part of this bid that before, during, and after a public emergency, disaster, hurricane, tornado, flood, or other acts of God that Pinellas County shall require a "First Priority" response to public emergencies. It is vital and imperative that the majority of citizens are protected from any emergency situation that threatens public health and safety, as determined by the County. Vendor/contractor agrees to respond to all requests for assistance within the contracted area in the same manner that it provides to other areas within its jurisdiction (if applicable) in the event of a disaster, emergency, hurricane, tornado or other acts of God.

SECTION B - SPECIAL CONDITIONS

**Proposal Title: Fire Protection Services – Tierra Verde
Proposal Number: 089-0356-P (SS)**

1. OBJECTIVE:

It is the intent of this Request for Proposal to receive proposals to provide all fire protection and prevention services to the Tierra Verde community, unincorporated Pinellas County, Florida. The successful contractor will participate in the Pinellas County Automatic Aid/Closest Unit Agreement, a copy of which is attached as Attachment B, and respond to and receive automatic aid.

The services shall include, but not be limited to: response to all emergency and non emergency incidents as requested, fire code inspections, plan reviews associated with new construction projects, participation in community activities, care and maintenance of the fire station, operation and maintenance of fire apparatus and associated equipment.

The successful contractor will also be compensated by the EMS Authority to provide a paramedic that will provide continuous advanced life support first responder services through a separate agreement with the County. Paramedic staffing and funding will be consistent with the service levels and standards authorized by the EMS Authority. In addition, the successful contractor will be capable of providing a Chief Officer to respond to and assume a role in the on site Incident Command System at major incidents, which include structure fires, multi victim accident scenes, hazardous materials release or other related catastrophic events.

2. PROPOSAL REQUIREMENTS:

Each proposal should contain the following at a minimum. Proposer must also address detailed requirements as specified in Section E, Scope of Work.

- a) A written narrative describing the method or manner in which the proposer proposes to satisfy requirements of the Scope of Work.
- b) The fee(s) for services as outlined in the Scope of Work.

3. EVALUATION CRITERIA:

Following is the criteria that will be used by the County to evaluate and score responsive and qualified proposals. Proposers shall include sufficient information to allow the County to thoroughly evaluate and score their proposals. Each proposal submitted shall be evaluated and ranked by an evaluation committee. The contract will be awarded to the most qualified proposer, per the evaluation criteria listed in Section E, Scope of Work.

4. PRICING/PERIOD OF CONTRACT:

Prices shall be held firm for the duration of the contract unless changed during the negotiations of the contract. Services performed pursuant to this contract shall commence upon execution of the agreement and continue as necessary to perform and complete all the work required. Duration of the contract shall be for the period of five (5) years commencing at 12:00:01 A.M., October 1, 2009 through September 30, 2014.

| |
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| SECTION B - SPECIAL CONDITIONS |
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5. TERM EXTENSION(S) OF CONTRACT

The contract may be extended subject to written notice of agreement from the County and the successful bidder(s) for an additional five (5) years beyond the primary contract period. The Authority shall review and approve Contractor's Budget Request, in accordance with Chapter 62, Article II, of the Pinellas County Code, and other applicable law. The extension shall be exercised only if all terms and conditions remain the same and the County Administrator or Director of Purchasing grants approval.

It is the vendor's responsibility to request any pricing adjustment under this provision. For any adjustment to commence on the first day of any exercised extension period, the vendor's request for adjustment should be submitted at time of the extension request from the County. The vendor adjustment request should not be in excess of the relevant pricing index change. If no adjustment request is received from the vendor, the County will assume the vendor has agreed that the extension term may be exercised without pricing adjustment. Any adjustment request received after the commencement of a new extension period may not be considered.

6. MANDATORY PRE-PROPOSAL CONFERENCE:

A Mandatory pre-bid conference will be held at **9:00 AM, May 20, 2009** at the EMS & Fire Administration 12490 Ulmerton Road, Rooms 217-219, Largo, Florida. All questions pertaining to the proposal or technical specifications will be reviewed at this time. Proposal suggestions or modifications may be discussed with County representatives at this meeting and may be considered by representatives as possible addenda to the Invitation to Request for Proposal.

Due to the scope of this project, proposals received from proposer who did not attend the "Mandatory" pre-proposal conference will be judged non-responsive and will not be considered for award.

7. PERFORMANCE BOND:

If the successful proposer is not defined as a governmental entity, they must supply a Performance Bond in the amount of One Hundred percent (100%) of the contract prior to execution of the contract or issuance of a Purchase Order. The performance bond must be in the form of a negotiable instrument (cashier's check, certified check, bank draft, trust company treasurer's check or irrevocable letter of credit). Checks shall be payable to Pinellas County Board of County Commissioners. **NO PERSONAL, COMPANY CHECKS OR CASH WILL BE ACCEPTED.**

8. COMPENSATION:

The Board of County Commissioners agrees to compensate from the Contractor from the Tierra Verde Fire District for professional services as provided within the terms and conditions of the Agreement. The Contractor shall be paid monthly in arrears for the period commencing October 1st through September 30th of each year of the contracted period.

9. PROPOSAL SUBMITTAL COPIES:

Proposals shall be submitted in one (1) original and **seven (7)** copies with the 'Original' clearly marked.

10. ITEMS TO BE RETURNED WITH PROPOSAL:

| | | |
|----|-----------|---|
| a) | Section B | Proposal Deposit (If Applicable) |
| b) | Section D | Vendor References see page 1 |
| c) | Section E | Proposal Submittal |
| d) | Page 1 | Proposal Signature Page |
| e) | Section G | Addendum Acknowledgement Form (If Applicable) |
| f) | Section H | Statement of No Submittal (If Applicable) |

SECTION B - SPECIAL CONDITIONS**11. TIME LINE:**

Following is a listing of actions and anticipated dates; the County reserves the right to change the dates, if necessary.

| | |
|--------------|--|
| Date | |
| May 8, 2009 | Advertising & Publishing RFP |
| | |
| May 20, 2009 | Pre-proposal Conference |
| | |
| May 27, 2009 | Deadline for Questions/Clarifications |
| | |
| June 2, 2009 | Proposals due in Purchasing by 3:00 p.m. Public bid opening to follow immediately. |
| | |
| TBD | Evaluation of the RFP |
| | |
| TBD | Recommendation due to Purchasing from EMS |
| | |
| TBD | Submit recommendation to Board for Award of Contract |

SECTION C - INSURANCE AND INDEMNIFICATION REQUIREMENTS

I. MINIMUM INSURANCE REQUIREMENTS FOR GENERAL LOW RISK CONTRACTS

If proposer is a Florida governmental entity and falls under the Florida Statute §768.28, the entity is subject to the sovereign immunity and is not required to adhere to the indemnification language. If not a governmental entity then the proposer need to follow the following insurance requirements. The Government entity will need to provide all insurance coverage as requested that is not subject to sovereign immunity.

- A. Prior to the time Contractor is entitled to commence any part of the project, work or services under this Contract, Contractor shall procure, pay for and maintain at least the following insurance coverage's and limits. Said insurance shall be evidenced by delivery to the County of (1) certificates of insurance executed by the insurers listing coverage's 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 (2) upon request a certified copy of each policy, including all endorsements. The insurance requirements shall remain in effect throughout the term of this Contract. In addition, the County reserves the right to request physical evidence of this coverage by requesting the policy declaration page.
- (1) Worker's Compensation in at least the limits as required by law; Employers' Liability Insurance of not less than \$100,000 for each accident.
 - (2) Comprehensive General Liability Insurance including, but not limited to, Independent Contractor, Contractual, Premises/Operations, Products/Completed Operation and Personal Injury covering the liability assumed under indemnification provisions of this Contract, with limits of liability for personal injury and/or bodily injury, including death, of not less than \$500,000, each occurrence; and property damage of not less than \$100,000, each occurrence. (Combined Single Limits of not less than \$500,000, each occurrence, will be acceptable unless otherwise stated). Coverage shall be on an "occurrence" basis, and the policy shall include Broad Form Property Damage coverage, and Fire Legal Liability of not less than \$50,000 per occurrence, unless otherwise stated by exception herein.
 - (3) Comprehensive Automobile and Truck liability covering owned, hired and non-owned vehicles with minimum limits of \$500,000 each occurrence, for bodily injury including death, and property damage of not less than \$100,000, each occurrence. (Combined Single Limits of not less than \$500,000, each occurrence, will be acceptable unless otherwise stated). Coverage shall be on an "occurrence" basis, such insurance to include coverage for loading and unloading hazards.
 - (4) **\$2,000,000** combined single limits, personal injury and/or bodily injury, including death, and property damage liability insurance as an excess of the primary coverage required above.
- B. Each insurance policy 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's or limits, a notice thereof shall be given to County by certified mail to: Pinellas County Purchasing Department, 400 S. Ft. Harrison Avenue, 6th Floor, Clearwater, Florida 33756. Contractor shall also notify County, in a like manner, within twenty-four (24) hours after receipt, of any notices of expiration, cancellation, non-renewal or material change in coverage received by said Contractor from its insurer; and nothing contained herein shall absolve Contractor of this requirement to provide notice.
 - (2) 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.
 - (3) The term "County" or "Pinellas County" shall include all Authorities, Boards, Bureaus, Commissions, Divisions, Departments, taxing units and offices of County and individual members, employees thereof in their official capacities, and/or while acting on behalf of Pinellas County.
 - (4) **Pinellas County shall be endorsed** to the required policy or policies as an additional insured. The policy clause "Other Insurance" shall not apply to any insurance coverage currently held by County to any such future coverage, or to County's Self-Insured Retention's of whatever nature
- C. Contractor hereby waives subrogation rights for loss or damage against the County.
- D. Contractor shall ensure that any subcontractors or persons hired by subcontractors maintain the same level of insurance coverage as the contractor.

SECTION C - INSURANCE AND INDEMNIFICATION REQUIREMENTS**II. MINIMUM INSURANCE REQUIREMENTS FOR HIGH RISK CONTRACTS OVER \$100,000.00**

- A. For selected high-risk contracts over \$100,000.00 aggregate value, the County may require an insurance certificate, policy declaration page and required endorsements. These required items shall be received by the County after formal Board of County Commissioners award and prior to execution of contract. Failure to provide required insurance documentation may cause your company to forfeit award.
- B. There may be certain projects or services less than \$100,000.00 in aggregate value that would be an exception and must be treated the same way as those services of \$100,000.00 and greater i.e. services involving obvious potentially dangerous conditions. Examples of such services would be any contracts involving construction, alterations, renovations, painting, spraying, roofing, mowing, scaffolding, excavation, demolition, environmentally sensitive work and any other condition that appears to be dangerous in nature.

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| SECTION D - VENDOR REFERENCES |
|--------------------------------------|

Proposal Title: Fire Protection Services – Tierra Verde

Proposal Number: 089-0356-P (SS)

THE FOLLOWING INFORMATION IS REQUIRED IN ORDER THAT YOUR PROPOSAL MAY BE REVIEWED AND PROPERLY EVALUATED.

COMPANY NAME: _____

LENGTH OF TIME COMPANY HAS BEEN IN BUSINESS: _____

BUSINESS ADDRESS: _____

HOW LONG IN PRESENT LOCATION: _____

TELEPHONE NUMBER: _____

FAX NUMBER: _____

TOTAL NUMBER OF CURRENT EMPLOYEES: _____ FULL TIME _____ PART TIME

NUMBER OF EMPLOYEES YOU PLAN TO USE TO SERVICE THIS CONTRACT: _____

All references will be contacted by a County Designee via email, fax, mail or phone call to obtain answers to questions, as applicable before an evaluation decision is made.

LOCAL COMMERCIAL AND/OR GOVERNMENTAL REFERENCES THAT YOU HAVE PREVIOUSLY PERFORMED SIMILAR CONTRACT SERVICES FOR:

All fields below must be completed

| | |
|---|---|
| <p>1 _____</p> <p>COMPANY NAME _____</p> <p>CITY, STATE _____</p> <p>CONTACT PERSON _____</p> <p>TELEPHONE _____</p> <p>FAX _____</p> <p>EMAIL ADDRESS _____</p> | <p>2 _____</p> <p>COMPANY NAME _____</p> <p>CITY, STATE _____</p> <p>CONTACT PERSON _____</p> <p>TELEPHONE _____</p> <p>FAX _____</p> <p>EMAIL ADDRESS _____</p> |
| <p>3 _____</p> <p>COMPANY NAME _____</p> <p>CITY, STATE _____</p> <p>CONTACT PERSON _____</p> <p>TELEPHONE _____</p> <p>FAX _____</p> <p>EMAIL ADDRESS _____</p> | <p>4 _____</p> <p>COMPANY NAME _____</p> <p>CITY, STATE _____</p> <p>CONTACT PERSON _____</p> <p>TELEPHONE _____</p> <p>FAX _____</p> <p>EMAIL ADDRESS _____</p> |

SECTION E – SCOPE OF WORK**Proposal Title: Fire Protection Services – Tierra Verde****Proposal Number: 089-0356-P (SS)****A. INTRODUCTION:**

The Pinellas County Board of County Commissioners is seeking the services of a qualified fire department, as defined in Florida Administrative Code 69A-2 Section 0001 (4), to provide Fire Protection and Prevention Services for the Tierra Verde Fire District located in unincorporated Pinellas County, in accordance with the Pinellas County Home Rule Charter, Chapter 633, Florida Statutes; Chapter 69A, Florida Administrative Code; Pinellas County Code Chapter 62; other local rules and regulations. The successful award of this contract will also require the contractor to provide First Responder Advanced Life Support services through a separate agreement with the Pinellas County Emergency Medical Services (EMS) Authority

1. Description of Area:

Tierra Verde is an unincorporated island with a land area of 1.47 square miles located at the most southern tip of Pinellas County. There is one bridge that connects Tierra Verde to the Pinellas Bayway.

The 2000 census projected the population of Tierra Verde at 3,574. The current population is estimated at nearly 5,000. There are approximately 1,400 multi family and 900 single family properties on the island.

2. History of Tierra Verde Fire Protection:

The City of St. Pete Beach provided fire protection for the Tierra Verde area in the early 1980's.

The Tierra Verde Community Association contracted with the City of St. Petersburg to provide the services on November 1, 1988.

In 1988, a Municipal Services Taxing Unit was created through County Ordinance 88-30 and approved by a voter referendum. This legislation placed the responsibility to provide fire protection under the direction of the Board of County Commissioners and established a 1.5 cap on the millage tax rate.

The current Fire Protection Agreement between the City of St. Petersburg and Pinellas County was executed on October 2, 2000 and is scheduled to terminate September 30, 2009.

3. Current System:

The current Tierra Verde Fire Protection Agreement was entered into with the City of St. Petersburg in 1999. The Agreement terminates on September 30, 2009. The existing Contractor provides response to the island with one advanced life support Class A Engine. The two bay fire station was built in 2003 and is located at 540 Sands Point Road. The current Contractor occupies the station through a Lease Agreement with Pinellas County. Pinellas County insures the structure. Maintenance of the structure is the responsibility of the fire services contractor and will be addressed in a separate lease agreement.

The current fiscal year 2008-09 fire protection budget provides for ten personnel assigned to the engine. The current Contractor is required to maintain a minimum staffing level of three personnel on the apparatus at all times. The County funded Paramedic is included as one of the three positions. The County contracts through a separate agreement with the City of St. Petersburg for the placement of one Paramedic on the Tierra Verde engine.

4. System Components:

The successful contractor will provide fire protection and prevention services to the Tierra Verde community. The successful contractor will assume access to the equipment, supplies and apparatus owned by Pinellas County Government and Tierra Verde Fire District and assigned to the Tierra Verde Fire District. The County is responsible to ensure all equipment is working prior to awarding a new contract. Proposed bids for providing fire protection services should be limited to include personnel, management, supervision and personal protective equipment. Other operating expense data projections, such as fuel costs, utilities and station supplies (repairs, service contracts, etc) will be provided by the County based on previous year's actual expenses.

Pinellas County EMS and Fire Administration is responsible for managing the Fire Protection Agreement on behalf of the Board.

SECTION E – SCOPE OF WORK - CONTINUED**5. Call Volume:**

The Engine Company assigned to Tierra Verde responded to 567 Emergency Medical related incidents and 137 Fire related incidents during the 2007/08 Fiscal Year. A summary of the incident types for Fiscal Year 2007-08 is attached as Attachment A.

B. SCOPE OF WORK:

1. This procurement will result in the award of a Fire Protection Agreement. The following performance requirements will be included in the Fire Protection Agreement. This list is a sample of the requirements and is not intended to be all inclusive of the performance requirements established by the final agreement.
2. Response times must meet the seven minutes and thirty seconds response time requirements to ninety percent of the Structure Fires and Fire Alarm incidents within the Tierra Verde Fire Control District, as set forth in the sample Fire Protection Agreement attached hereto as Attachment C.
3. The fire apparatus should at all times be operable, equipped and staffed with a minimum of four personnel to operate on all emergency and non-emergency calls. Apparatus staffing will include at least one firefighter that is trained and designated as a Company Officer. One person assigned to the apparatus will be a paramedic firefighter funded through a separate First Responder agreement with Pinellas County. All assigned personnel will, at a minimum, meet the requirements as defined in Chapter 633.30 (1), Florida Statutes.
4. Prior to the fire apparatus leaving the island for any non-incident related matter including scheduled maintenance or personnel training, a replacement apparatus with advanced life support capability must be on site in Tierra Verde and available to respond.
5. Performance must be consistent with approved fire standards and compliant with Section 600 Pinellas County Standard Operating Procedures.
6. The conduct of personnel must be professional and courteous at all times. Crews must wear uniforms that clearly identify them as fire department personnel.
7. The Contractor is responsible to insure that equipment is maintained for optimal performance. Response time performance must be extremely reliable, with equipment failure and human error held to an absolute minimum through constant attention to performance, protocol, procedure, performance auditing, and prompt and definitive corrective action.
8. The Contractor shall enter into a separate Lease Agreement with the Board, which will address all terms associated with the occupancy of the Tierra Verde Fire Station. See attachment C.

C. AWARD:

- Award will be made to the most responsible and responsive proposal, based upon established evaluation criteria and review and ranking of a evaluation committee representing Pinellas County Government and Tierra Verde.
- The proposal must meet all specified requirements.
- The Board of County Commissioners shall contract with a single qualified entity for the provision of the specified services.
- The Board of County Commissioners reserves the right to reject any and all proposals if it is deemed in the best interest of the Authority.

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| SECTION E – SCOPE OF WORK - CONTINUED |
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D. EVALUATION CRITERIA:

Proposal Organization: Proposers are expected to organize their proposals in such a manner as to facilitate the evaluation process. Proposals should be keyed or indexed to correspond with this Request for Proposal. Responses should be correlated to the specific submittal, criterion, section or paragraph number of the request for proposal being addressed. Evaluators will make a reasonable effort to locate information in the proposals; however failure to follow this suggested format may make location of critical submittal information difficult, possibly resulting in a loss of appropriate point credit.

1. Experience – Including, but not limited to the following:

- Describe the Proposer's past involvement with fire and emergency medical services.
- Describe any public education programs that have been provided.
- Describe key practices, measures, and targets for regulatory, legal, and ethical requirements and for risks associated with organization products, services, and operations.
- Describe how the organization anticipates public concerns with current and future services and operations, and addresses these concerns in a proactive manner.
- Describe how the organization, its senior leaders, and its employees support and strengthen their community involvement.

2. Qualifications – Including, but not limited to the following:

- Proposer shall submit with this section of its proposal the resumes of Chief Officers whose duties relate directly to fulfillment of Contractor's obligations.
- Proposer shall describe the anticipated schedule of personnel assignments associated with an implementation plan.
- Proposer shall identify whether any workplace committee's have been appointed within their current operations, according to Chapter 633.801-821 Florida Statutes, for the past five (5) years. Proposer shall include with their proposal any workplace safety plans that have resulted from such committees.

3. Cost:

Fill in the proposed amount for every line item required on the form below. Actual station and apparatus cost data is provided by Pinellas County and will be based on actual costs for Fiscal Year 2008/09. Proposal will include all Fire and EMS personnel costs associated with the Tierra Verde fire station operation. Attach additional sheets to list pricing for any Related Proposed Services offered for Pinellas County's consideration.

| JOB CLASSIFICATION | NUMBER OF FULL TIME EMPLOYEES | |
|--------------------|-------------------------------|-----|
| | FIRE | EMS |
| CHIEF | | |
| DEPUTY CHIEF | | |
| ASSISTANT CHIEF | | |
| DIVISION CHIEF | | |
| DISTRICT CHIEF | | |
| CAPTAIN | | |
| LIEUTENANT | | |
| DRIVER ENGINEER | | |

| |
|--|
| SECTION E – SCOPE OF WORK - CONTINUED |
|--|

Cost (Continued):

| JOB CLASSIFICATION | NUMBER OF FULL TIME EMPLOYEES | |
|-----------------------|-------------------------------|-----|
| | FIRE | EMS |
| FIREFIGHTER | | |
| FIREFIGHTER PARAMEDIC | | |
| FIRE MARSHAL | | |
| INSPECTOR | | |
| CLERICAL | | |
| MAINTENANCE | | |

| | | |
|----------------------------------|--|--|
| JOB CLASSIFICATION TOTALS | | |
|----------------------------------|--|--|

| PERSONNEL SERVICES: | PROJECTED EXPENDITURES FISCAL YEAR 2009-10 | |
|---------------------------------|---|-----------|
| | FIRE | EMS |
| EXECUTIVE SALARIES | \$ | \$ |
| REGULAR SALARIES & WAGES | \$ | \$ |
| OTHER SALARIES & WAGES | \$ | \$ |
| OVERTIME | \$ | \$ |
| SPECIAL PAY | \$ | \$ |
| FICA | \$ | \$ |
| RETIREMENT CONTRIBUTIONS | \$ | \$ |
| GROUP LIFE INSURANCE | \$ | \$ |
| GROUP HEALTH INSURANCE | \$ | \$ |
| WEEKLY INCOME BENEFITS | \$ | \$ |
| PERSONAL SERVICES (Continued) | \$ | \$ |
| WORKER'S COMPENSATION INSURANCE | \$ | \$ |
| UNEMPLOYMENT COMPENSATION FUND | \$ | \$ |
| TOTAL PERSONNEL SERVICES | \$ | \$ |

| |
|--|
| SECTION E – SCOPE OF WORK - CONTINUED |
|--|

Cost (Continued):

| OPERATING EXPENSES | PROJECTED EXPENDITURES FISCAL YEAR 2009/10 | |
|---|---|-----|
| | FIRE | EMS |
| Legal Fees | \$ | \$ |
| Medical Services General Health Care/Physicals | \$ | \$ |
| Accounting & Auditing | \$ | \$ |
| Custodial/Janitorial Services | \$ | \$ |
| Fire Control-Call Pay | \$ | \$ |
| Data Processing Services | \$ | \$ |
| Travel Reimbursements | \$ | \$ |
| Postage | \$ | \$ |
| Legal Fees | \$ | \$ |
| Medical Services General Health Care/Physicals | \$ | \$ |
| Waste Disposal | \$ | \$ |
| Rental & Leases Data Processing Equipment, Copy | \$ | \$ |
| Insurance-General Liability | \$ | \$ |
| Printing & Binding | \$ | \$ |
| Office Supplies | \$ | \$ |
| Small Tools, Supplies | \$ | \$ |
| Clothing & Laundry | \$ | \$ |
| Books, Publications, Subscriptions, Memberships | \$ | \$ |
| Training & Educational Costs | \$ | \$ |
| Fire Prevention | \$ | \$ |
| TOTAL OPERATING EXPENSES | \$ | \$ |
| TOTAL COSTS FOR PERSONNEL AND OPERATING EXPENSES | \$ | \$ |

| |
|--|
| SECTION E – SCOPE OF WORK - CONTINUED |
|--|

Cost (Continued):

| ACTUAL EXPENSE DATA AS FURNISHED BY COUNTY | |
|--|--------------------|
| FLEET EQUIPMENT AND MAINTENANCE | \$23,710.00 |
| FUEL | \$ 2,830.00 |
| UTILITIES | \$16,510.00 |
| TOTAL BUDGET COST | \$43,050.00 |

4. EVALUATION CRITERIA:

| | | |
|---------------|-----------------------|--------------------|
| 1. | Experience: | 400 Points |
| 2. | Qualifications | 350 Points |
| 3. | Cost | 250 Points |
| | | |
| TOTAL: | | 1000 Points |

SECTION F – INSTRUCTIONS FOR SUBMITTING PROPOSALS**Proposal Title: Fire Protection Services – Tierra Verde****Proposal No.: 089-0356-P (SS)**

All proposals shall be signed in ink by authorized principals of the firm.

Proposals are to be submitted in a sealed envelope. The face of the envelope shall indicate the RFP number, name, and address of the firm, and title of the proposal.

Proposals are to be submitted to Pinellas County Purchasing Department, 400 S. Ft. Harrison Avenue, 6th Floor, Clearwater, FL 33756 by the date and time indicated on the cover sheet.

Proposals shall be submitted in one (1) original and seven (7) copies.

Substitute
Form**W-9****Request for Taxpayer
Identification Number and Certification**Give form to the
requester. Do not
send to the IRS.Print or type
See Specific Instructions on page 2.

Name (as shown on your income tax return)

Business name, if different from above

Check appropriate box: ☐ Individual/Sole proprietor ☐ Corporation ☐ Partnership
☐ Limited liability company. Enter the tax classification (D=disregarded entity, C=corporation, P=partnership) ▶
☐ Other (see instructions) ▶☐ Exempt
payee

Address (number, street, and apt. or suite no.)

Requester's name and address (optional)

City, state, and ZIP code

List account number(s) here (optional)

Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Social security number

or

Employer identification number

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. See the instructions on page 4.

**Sign
Here**Signature of
U.S. person ▶

Date ▶

Detach on the perforation

STATEMENT ON USE OF SOCIAL SECURITY NUMBERS

The Clerk of the Court collects social security numbers as required or permitted by law. We are committed to protecting sensitive information and will disclose social security numbers to independent parties only as legally required.

Purposes for which we collect social security numbers include:

- Compliance with record-keeping and tax reporting to federal, state and local agencies;
- Classification of accounts;
- Identification and verification;
- Billing and payments;
- Data collection;
- Reconciliation;
- Tracking; and

Applications for home solicitation permits, marriage licenses and passports as required by state or federal law.

| |
|--|
| SECTION G - ADDENDA ACKNOWLEDGMENT FORM |
|--|

Proposal Title: Fire Protection Services – Tierra Verde

Proposal No: 089-0356-P (SS)

PLEASE ACKNOWLEDGE RECEIPT OF ADDENDA FOR THIS ITB/RFP BY SIGNING AND DATING BELOW:

ADDENDA NO.**SIGNATURE/PRINTED NAME****DATE RECEIVED**

| | | |
|--|--|--|
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |

Note: Prior to submitting the response to this solicitation, it is the responsibility of the firm submitting a response to confirm if any addenda have been issued. If such document(s) has been issued, acknowledge receipt by signature and date in section above and return Addenda Acknowledgement Form with RFP. Failure to do so may result in being considered non-responsive or result in lowering the rating of a firm's proposal.

Information regarding Addenda issued is available on the Purchasing Department section of the County's website at, www.pinellascounty.org/purchase/Current_Bids1.htm , listed under category 'Current Bids'.

| |
|-------------------------------------|
| SECTION H – NO BID STATEMENT |
|-------------------------------------|

NOTE: If you do not intend to submit a proposal on this requirement, please return this form immediately. ***Thank you.***

[Pinellas County Purchasing Department
400 South Fort Harrison Avenue, 6th Floor
Clearwater, Florida 33756]

We, the undersigned have declined to submit a proposal for RFP No. **089-0356-P (SS) for Fire Protection Services Tierra Verde**

- ☐ Specifications too "tight", i.e., geared toward one brand or manufacturer only (explain below).
- ☐ Insufficient time to respond to the Request for Proposal.
- ☐ We do not offer this product or service.
- ☐ Our schedule would not permit us to perform.
- ☐ Unable to meet specifications.
- ☐ Unable to meet Bond requirement.
- ☐ Specifications unclear (explain below).
- ☐ Unable to Meet Insurance Requirements.
- ☐ Remove Us from Your "Notification List" Altogether
- ☐ Other (specify below).

REMARKS:

We understand that if the "No Proposal" letter is not executed and returned our name may be deleted from the Bidders List of Pinellas County.

COMPANY NAME: _____

DATE: _____

SIGNATURE: _____

TYPED NAME OF ABOVE: _____

TELEPHONE: _____

FAX: _____

EMAIL: _____

SAMPLE AGREEMENT

**FIRE PROTECTION SERVICES
AGREEMENT**

_____, 2009

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 _____, 2009, between _____, ("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. Board is authorized to enter into agreements for fire protection services, and Contractor wishes and is able to provide Fire Protection Services (as defined herein).
5. The Board will compensate Contractor for providing Fire Protection Services (as defined herein).

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

ARTICLE I **THE AGREEMENT**

SECTION 101. PURPOSE. The purpose of this Agreement is to define the obligations and responsibilities of the Parties hereto with respect to the provision of Fire Protection Services on Tierra Verde.

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. 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 for the Tierra Verde Fire Control District, and shall supersede any prior agreement, contract or memorandum of understanding between the Parties regarding such services. The Parties agree that the terms and conditions of this Agreement, including the Appendices, shall govern exclusively the obligations of the Parties.

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

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

Fire Protection Services Agreement

Page 4

- 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.

“Board” means the Pinellas County Board of County Commissioners,

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

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

“CAD” means computer aided dispatch.

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

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

“Contractor” means 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.

"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.

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

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

"State" means the State of Florida.

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

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

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

"Unit(s)" means emergency vehicles 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, pumping guidelines. Units may include, but not be limited to, ladder trucks, squads, reserve pumpers, brush trucks, water tankers, Specialized Rescue units, and command or staff vehicles.

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

ARTICLE III
REPRESENTATIONS

SECTION 301. REPRESENTATIONS OF 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 a Florida municipal corporation, independent special district, or corporation, as the case may be, having all requisite power and authority in Florida to carry on its business as now conducted, to own or hold or otherwise its properties, and to enter into and perform its obligations under this Agreement and under each instrument described herein to which it is or will be party.

(b) **Due Authorization.** This Agreement has been duly authorized by all necessary action on the part of, and has been duly executed and delivered by Contractor, and neither the execution and delivery thereof, nor compliance with the terms and provisions thereof or hereof, contravenes any existing law, judgment, government rule, regulation, or order applicable to or binding on the 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 and Units.** 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 in held the name of the Board and will be provided for the use of the Contractor. Alternatively, the Board may agree to allow the Contractor to purchase the apparatus after consultation with the Board in which case the apparatus shall be held in trust for the benefit of the Tierra Verde Fire Control District..

(b) **Maintenance of Vehicles and Fuel.** Contractor shall be responsible for routine maintenance and repair of all Firefighting Apparatus and Units, and for furnishing maintenance, equipment, supplies, repairs, spare parts, 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 staffed daily with a minimum of two (2) Firefighters, not including EMS personnel

(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.

(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.

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 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) 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, 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 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.** 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 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 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, Board beginning after October 1 of a given Fiscal Year, monthly payments will be made to the City 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 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 within the Contractor's municipal area. 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 the unincorporated area of the 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 Contractor's municipal area 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 unincorporated area of 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 unincorporated area of Contractor's Fire District which relates to the requirements for property identification. Contractor shall enforce the code, at a minimum, for all commercial structures and multi-family dwellings.

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

SECTION 415. REQUESTS FOR EMERGENCY ASSISTANCE. When Contractor receives a request for emergency assistance, Contractor shall record the address and telephone number of the caller, obtain the location and nature of the emergency, and shall immediately respond to the request for emergency assistance, as applicable. Contractor shall immediately advise the 9-1-1 Center of the information received, and any response initiated.

ARTICLE V **DUTIES AND RESPONSIBILITIES OF BOARD**

SECTION 501. ROLE OF THE BOARD.

The Board 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 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. If Contractor is a Florida governmental entity and falls under the Florida Statute §768.28, the entity is subject to the sovereign immunity and is not required to adhere to the indemnification language. The Government entity will need to provide all insurance coverage as requested that is not subject to sovereign immunity. If Contractor is not a governmental entity then the proposer needs to follow the following 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 at least \$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.

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.

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 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 or notification that the agreement will not be extended 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.** 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 other than those provided by Board to 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

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 _____ day of _____, 2009.

ATTEST:
Ken Burke, CLERK

PINELLAS COUNTY

by and through its Board of County
Commissioners

by: _____
Deputy Clerk

by: _____
Chairman

(seal)

APPROVED AS TO FORM

Office of County Attorney

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 Volunteer Fire Control District | City of Seminole |
| South Pasadena Fire Control District | City of South Pasadena |
| Tarpon Springs Fire Control District | City of Tarpon Springs |
| Tierra Verde Fire Control District | City of St. Petersburg |

APPENDIX B

Pinellas County Fire Services Agreement SUPPLEMENTAL FINANCIAL INFORMATION

Instructions:

In accordance with Pinellas County Home Rule Charter ,Sections 114-241-246, 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 Public Safety Services

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

‘ATTACHMENT A’

Fiscal Year 2007 – 08 Tierra Verde Engine 2 Incident Summary

| Nature Breakdown | | | | | |
|---------------------------------------|-------|--------------------------------------|-------|-----------------------------------|-------|
| Nature | Count | Nature | Count | Nature | Count |
| 1BV-BATTERY VICTIM XFER TO PD | 8 | 1CL-CHILD LOCK/VEH (NTFY AAA) | 2 | 1CP-CHEST PAINS | 25 |
| 1CV-CVA (STROKE) | 10 | 1DB-DIFFICULTY BREATHING | 43 | 1DE-POSSIBLE DEATH | 9 |
| 1EC-EMOTIONAL CRISIS (NTFY PD) | 1 | 1HA-HEART ATTACK | 13 | 1IP-INJURED PERSON | 91 |
| 1MA-MEDICAL ALARM | 25 | 1ME-MEDICAL EMERGENCY | 167 | 1ME-MEDICAL EMERGENCY (SS) | 10 |
| 1OB-OBSTETRIC EMERGENCY | 1 | 1OD-OVERDOSE (TX SS/PD) | 5 | 1PA-PUBLIC ASSIST-RESCUE | 19 |
| 1PD-PERSON DOWN (NOTIFY PD) | 4 | 1PP-POISONING REQUESTS PARAMEDICS | 1 | 1SE-SEIZURES | 10 |
| 1SI –STING RAY INJURY | 37 | 1SU-SUICIDE (TX SS/PD) | 1 | 1UR-UNRESPONSIVE PERSON | 31 |
| 1WC-WELFARE CHECK (NOTIFY PD) | 1 | 1WI-WALK IN/SHIP TO SS AS NEEDED | 13 | 2BT-LANDLINE DISPATCH (CODE B) | 1 |
| 2DF-DUMPSTER FIRE | 1 | 2ER-ELEVATOR RESCUE | 11 | 2FO-FIRE – OUTSIDE A STRUCTURE | 4 |
| 2FS-FUEL SPILL | 2 | 2OI-ODOR/SMOKE INVEST – OUTSIDE | 1 | 2PA-PUBLIC ASSIST-ENGINE | 1 |
| 2SE-SINGLE ENGINE RESPONSE | 8 | 2TP-TRANSFORMER/POLE FIRE | 3 | 2TR-TREE FIRE | 5 |
| 2VF-VEHICLE FIRE | 4 | 2WD-WIRES DOWN | 2 | 3VC-VEHICLE CRASH | 24 |
| 4AL-MULTI ALARM STRUCTURE | 1 | 4BF-BOAT FIRE | 1 | 4GL-GAS LEAK | 2 |
| 4PC-PLANE CRASH | 2 | 4SF-STRUCTURE FIRE | 11 | 5FA-FIRE ALARM | 75 |
| 5UF-UNCONFIRMED STRUCTURE FIRE | 1 | 7WR-WATER RESCUE (NEED MARINE) | 11 | 8AT-AIR TRANSPORT UPGRADE | 1 |
| AR-PUBLIC ASST LANDLINE DISPATCH | 1 | TA-TRAUMA ALERT | 1 | TA3-TRAUMA ALERT (GCS < 12) | 1 |
| TA5-TRAUMA ALERT (MEDIC INTUITION) | 2 | | | | |

‘ATTACHMENT B’

**No. 33
BCC 10-16-90
6:32 P.M. Barnes**

**#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.**

AGREEMENT

AUTOMATIC AID/CLOSEST UNIT RESPONSE

This Agreement is made this 16 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, P0 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, P0 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, Fonda, (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");

WITNESSETH

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.

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 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 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

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

by: G.K. West
Deputy Clerk

by: Charles Rainey_____

APPROVED AS TO FORM
OFF ICE OF COUNTY ATTORNEY

By: M. J. Yard
Attorney

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

‘ATTACHMENT C’

**FIRE PROTECTION SERVICES
AGREEMENT**

October, 2000

**PINELLAS COUNTY
FIRE PROTECTION AUTHORITY**
12490 Ulmerton Road
Largo, FL 33774

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FIRE PROTECTION SERVICES AGREEMENT

AGREEMENT made this 2nd day of October, 2000, between CITY OF ST. PETERSBURG, a Florida municipal corporation ("Contractor"), and the PINELLAS COUNTY FIRE PROTECTION AUTHORITY, a municipal service taxing unit established by Chapter 73-600, Laws of Florida, as amended ("Authority").

RECITALS:

1. The Authority is a municipal service taxing unit created by Chapter 73-600, Laws of Florida, for the purpose of establishing and implementing a permanent plan of fire protection for the County, determine minimum service levels, establish uniform standards for fire hydrants, implement County-wide reciprocal, mutual, or outside assistance programs, and to cause to be provided fire protection services throughout unincorporated Pinellas County ("County").
2. The Authority has determined that a coordinated Fire Protection Services County-wide system with centralized communications, standardized operating procedures. and automatic aid is in the best interest of the public's life safety, protection of property and firefighters' safety and welfare.
3. The Pinellas County Board of County Commissioners established a municipal service taxing unit under the name 'Tierra Verde Fire Control District,' which district became operative after the approval by the electors within the district.
4. Authority is authorized to enter into agreements for fire protection services, and Contractor wishes and is able to provide Fire Protection Services (as defined herein).

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

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

ARTICLE I
THE AGREEMENT

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

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

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

Appendix A. Fire Districts

Appendix B. Fire Protection Services Contractors

Appendix C. Supplemental Financial Information

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

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

Response of Firefighting Apparatus, Units and Personnel to the scene of a fire, life safety related emergency, man-made or natural disaster or public service request;

Command and control of the emergency scene, containment of any fire and mitigation of any hazards, including Specialized Rescue;

Investigation of any fire to determine the cause and origin;

Inspection of commercial, industrial and multi-family dwellings for compliance with fire and life safety codes, and

Education of the public in fire prevention, life safety and disaster preparedness, in accordance with Section 413.

**St. Petersburg Fire Protection Services Agreement (2000)
for Tierra Verde Fire District**

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 summer), report prepared by Contractor on forms provided by the Authority and be attested to by Contractor's auditor.

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

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

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

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

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

"**Contract Year**" means, for any given year, the period commencing on October 1

and ending at midnight on September 30 of the following year.

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

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

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

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

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

"Fire District" means the unincorporated area of the Fire Control District(s) shown on Appendix A attached hereto and made a part hereof.

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

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

officers employed by Contractor.

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

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

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

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

"Fire Station" means any facility, designated by Contractor, which houses the Firefighting Apparatus, Units, and Personnel required to provide Fire Protection Services.

The proposed Locations of new fire stations, which may be used to service the unincorporated areas of the districts, will be reviewed for appropriate service area coverage by the Authority.

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

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

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

"NFPA" is Contractors currently-adopted National Fire Protection Association guidelines for Personnel, Equipment, Firefighting Apparatus and Units, as may be

Amended.

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

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

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

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

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

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

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

determined to be the closest by travel time or in the most appropriate order.

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

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

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

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

"State" means the State of Florida.

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

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

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

"Unit(s)" means emergency vehicles provided by Contractor which are constructed and equipped, as applicable, and are used for rapid response to an emergency scene which do not meet the NFPA 1901, Class A, pumping guidelines. Units may include, but not be limited to, ladder trucks, squads, reserve pumpers, brush trucks, water tankers, Specialized Rescue units, and command or staff vehicles.

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

ARTICLE III REPRESENTATIONS

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

(a) Existing. Authority is a special taxing district existing under the laws of the State of Florida, and has all requisite power and authority to carry on its business as now

conducted, and to perform its obligations under this Agreement and each document contemplated hereunder to which it is or will be a party.

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

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

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

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

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

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

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

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

(d) **No Litigation.** There are no pending, or to the knowledge of Contractor, threatened actions or proceedings before any court or administrative agency to which Contractor is a party, questioning the validity of this Agreement 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) **Obligation to Provide Firefighting Apparatus and Units.** At all times during the term of this Agreement, Contractor shall provide the Firefighting Apparatus and Units necessary to provide all Fire Protection Services. Contractor reserves the right to select and acquire Firefighting Apparatus and Units used in the performance of this Agreement.

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

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

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

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

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

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

SECTION 402. RESPONSE TIME.

(a) **Emergency Requests.**

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

(b) **Exemptions.**(1) The Response Time requirements in this subsection (a) shall not be applicable to Responses which occur during periods of Uncontrollable Circumstances;

provided, however, that Contractor shall document said conditions and shall apply for this exception as provided for in subparagraph (2) below.

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

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

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

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

SECTION 404. STANDARD PRACTICES

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

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

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

SECTION 405. PERSONNEL

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

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

any departures from their standard of conduct.

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

SECTION 406. DISASTER ASSISTANCE AND MUTUAL AID

(a) Disaster Assistance Within Pinellas County. Immediately upon notification by either Party of a State of Emergency within Pinellas County, Contractor shall commit such resources as are necessary and appropriate, given the nature of the disaster, and shall proceed in accordance with applicable plans and protocols. During or prior to an impending local or area-wide disaster such as, but not limited to, hazardous material incident, tornado, hurricane, or major fire, the local Authority may withdraw that jurisdiction's responses from the Run Card system and retain control locally of all responses of that agency's emergency units. Normal operation will be resumed by the County Central Dispatch upon notification by the local Authority. During such periods, Contractor shall be released from the requirements of Section 402. When disaster assistance has been terminated, Contractor shall notify the Authority that Contractor is able to resume normal operations.

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

Agreement

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

SECTION 407. AUTOMATIC AID/CLOSEST UNIT RESPONSE. Upon notification by the 9-1-1 Center of an Emergency Request, Contractor shall provide Fire Protection Services in accordance with the Automatic Aid/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 Authority, update their Run Cards to insure their accuracy and coordinate any changes with any affected Contractor(s). The Authority, with the consent of Contractor, may update and manage the applicable Run Cards.

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

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

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

SECTION 409. FINANCIAL MANAGEMENT

(a) **Annual External Audit.** On or before April 1 of each year, Contractor shall provide the Authority with the Annual External Audit, prepared by Contractor's external auditor, certifying the amount of monies received from the Authority and the actual amount expended by Contractor for Fire Protection Services for the preceding Fiscal Year, Such annual external audit shall determine any Unexpended Funds. The Auditor shall attest to the "Supplemental Financial Information" report in Appendix C.

(b) **Budget Request Submission.** Each year Contractor shall submit to the Authority Contractor's budget for providing Fire Protection Services described herein. Such budget shall set forth, in accordance with budget preparation instructions and forms

provided each Fiscal Year by the Authority, the cost of providing the services described herein. The Authority shall review the budget and may make recommendations for such changes as it deems necessary or appropriate. Upon review and approval of the budget by the Authority, which approval shall not be unreasonably withheld, Authority shall, beginning on October 1 of a given Fiscal Year, make monthly payments to the City in the amount of one-twelfth (1/12) of the approved budget.

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

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

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

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

SECTION 411. FIRE PREVENTION AND CODE ENFORCEMENT.

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

(b) Plan **Review and Final Fire inspections.** Contractor shall conduct fire inspections and other related services in the unincorporated area of the Fire District, in accordance with the County or City Fire Prevention Code, as long as the City code meets the intent and is as strong as the County Code. Such services shall be at no additional cost to the Authority, the residents, or the businesses within the unincorporated areas of the Fire District. Contractor may request the assistance of the Authority in providing such services. The Authority will provide all Plan Reviews and Final Fire and Life Safety Code Inspections related to all new construction and renovations of commercial and multi-family occupancies.

(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.

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

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

SECTION 412. SPECIALIZED RESCUE SERVICES. Contractor may provide Specialized Rescue Services which include, but are not limited to, vehicle extrication, heavy rescue, hazardous materials first response, hazardous materials mitigation, high

angle and below grade technical rescue, marine rescue, dive rescue, and the mitigation of any other situation which presents a danger to public safety, life, or property.

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

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

SECTION 415. REQUESTS FOR EMERGENCY ASSISTANCE. When Contractor receives a request for emergency assistance, Contractor shall record the address and telephone number of the caller, obtain the location and nature of the emergency, and shall immediately respond to the request for emergency assistance, as applicable. Contractor shall immediately advise the 9-1-1 Center of the information received, and any response initiated.

SECTION 416. ADDITIONAL RESPONSIBILITIES FOR PRIVATE CONTRACTORS.

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

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

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

(d) Comply with the Public Records provisions of Section *19.07, Florida Statutes.

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

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

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

(h) Plan Review and Final Fire Inspection services described in Section 411(b)

will be provided by the Authority in those fire protection areas serviced by a private contractor.

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

ARTICLE V **DUTIES AND RESPONSIBILITIES OF AUTHORITY**

SECTION 501. ROLE OF THE FIRE PROTECTION AUTHORITY.

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

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

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

ARTICLE VI
INSURANCE

SECTION 601. MINIMUM INSURANCE REQUIREMENTS. Contractor shall provide

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

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

(b) Commercial General Liability (CGL) Insurance with minimum limits of liability for personal injury, death, and property damage of not less than \$100,000 per person, and not less than \$200,000 per occurrence.

(c) Commercial Auto and Truck Liability covering owned or hired vehicles with minimum limits for personal injury, death, and property damage of not less than \$100,000

per person and \$200,000 per occurrence.

(d) Two Million Dollars 42,000,000} combined single limit, each occurrence, solely for any liability resulting from entry of all claims billed pursuant to Section 768.28(5), Florida Statutes, or any liability imposed pursuant to federal law or actions outside the State of Florida.

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

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

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

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

(d) Any payment made by the County, or its Fire Protection Authority, to

Contractor for insurance expense, pursuant to the terms of this Agreement, will be in the nature of reimbursement to Contractor for general insurance expense associated with the cost of Contractor providing the fire protection services provided for in this Agreement, and shall not be used to purchase any specific coverage or limits required herein. Contractor may use such funds as Contractor sees fit to fund its overall insurance program.

ARTICLE VII
COMPENSATION AND OTHER FINANCIAL PROVISIONS

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

SECTION 702. USE OF RESERVE FOR FUTURE YEARS. Upon a written request of Contractor, the Authority shall review and provide funding for the Authority's portion of a capital expenditure from Contractor's Reserve for Future Years fund held by the Authority. The Authority shall calculate its portion of the capital expenditure based upon

the percentage of unincorporated area within the Fire District, in accordance with Chapter 62, Article II. The Authority shall pay Contractor a single payment upon completion of the project or at agreed-upon milestones of a major project.

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

SECTION 704. FUNDS TO BE USED SOLELY FOR FIRE PROTECTION

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

SECTION 705. OTHER FUNDS. Money acquired through special programs, projects, gifts, or funds received through fundraising efforts will not be used by the Authority to offset the District's Fire Budget, but shall be used for direct benefit of the Fire Control District. However, funds from interest earned by the investment of Fire District Funds, and funds from fire protection services agreements, shall be used to offset the District's Fire Budget

Funds provided through the County EMS Agreement, except incentives and penalties, will be used to offset Fire District Budget for those Contractors whose budget process combines both Fire and EMS funding into one document for review by the Authority.

SECTION 706. FISCAL NON-FUNDING. The funds to be used for services performed pursuant to the contract are subject to periodic appropriation of funds by Authority. If funds are not appropriated by Authority for any or all of this Agreement, Authority shall not be obligated to pay for any services performed under this Agreement beyond the portion for which funds are appropriated. Such failure of appropriation shall not constitute a breach of this Agreement. Authority agrees to promptly notify Contractor in writing of such failure of appropriation, and this Agreement shall terminate within thirty (30) days of receipt by Contractor of such notification.

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

ARTICLE VIII **TERM AND TERMINATION**

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

SECTION 802. TERMINATION AND DISPOSITION OF ASSETS.

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

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

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

(c) **Disposition of Assets.**

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

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

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

Assets Paid For by Both Contractor and Authority. In case of any asset purchased with funds of both Contractor and the Authority, Contractor and Authority shall determine the fair market value of such asset, and then shall pro-rate such fair market value according to the respective interest of both Contractor and the Authority. in the event Contractor desires to retain said asset, Contractor shall pay to Authority an amount equal to Authority's interest in said asset. In the event that Authority desires to retain said asset, Authority shall pay to Contractor an amount equal to Contractor's interest in said asset. If neither Contractor nor the Authority desires to retain said asset, then the asset will be sold at public sale to the highest bidder and the net proceeds distributed according to the respective interest of each of Contractor and the Authority.

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

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

termination notice.

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

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

SECTION 803. **PERFORMANCE DEFICIENCY.** In the event that the Authority finds any deficiency in meeting the level of services described herein which affects, or may affect, the performance of services hereunder, Authority shall notify Contractor of such deficiency, or deficiencies, and shall give Contractor thirty (30) days from receipt of such notice within which to cure such deficiency to the satisfaction of Authority. Authority may, in its sole discretion, extend the cure period. In the event of such extension, Contractor and Authority shall prepare an agreement outlining a planned program for curing the deficiency.

SECTION 804. **RESOLUTION OF DISPUTES.** Resolution of arty controversy or dispute that may arise under this Agreement shall be resolved in a timely manner. Parties shall establish a committee consisting of representatives of Contractor, the Authority, and of a fire service provider mutually acceptable to Contractor and the Authority. The committee shall meet as the circumstances may deem necessary to resolve controversies

and disputes. To the extent Contractor and the Authority cannot, after good faith attempts, resolve any controversy or dispute that may have arisen under this Agreement, either party, to the extent its interests are adversely impacted, may refer the matter to mediation. In such case, the parties shall select a mediator mutually acceptable to the parties and shall share the costs of mediation equally. If mediation fails to resolve the dispute, either party may pursue its legal remedies, including, but not limited to, filing a complaint in the appropriate court possessing competent jurisdiction.

ARTICLE IX MISCELLANEOUS

SECTION 901. **NON-DISCRIMINATION IN EMPLOYMENT.** Contractor will not discriminate against any applicant for employment because of age, race, color, religion, sex, or national origin. Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated fairly or equally during employment, without regard to age, race, color, religion, sex, or national origin. Such action shall include, but not be limited to, recruiting and related advertising, layoff or termination, upgrading, demotion, transfer, rates of pay and compensation, and selection for training, including apprenticeship. Contractor will post in conspicuous places, available to all employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause,

SECTION 902. **NOTICES.** All notices, consents, and agreements required or permitted by this Agreement shall be in writing, and, as applicable, shall be transmitted by

registered or certified mail, return receipt requested, with notice deemed to be given upon receipt; postage prepaid, and shall be addressed as follows:

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

If to Contractor: See Appendix B

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

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

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

SECTION 906. **WAIVER.** Unless otherwise specifically provided by the terms of this Agreement, no delay or failure to exercise a right resulting from any breach of this Agreement shall impair such right or shall be construed to be a waiver thereof, but such may be exercised from time to time and as often as may be deemed expedient. Any waiver shall be in writing and signed by the Party granting such waiver. If any

representation, warranty, or covenant contained in this Agreement is breached by either Party and thereafter waived by the other Party, such waiver shall be limited to the particular breach so waived, and shall not be deemed to waive any other breach under this Agreement.

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

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

SECTION 909. NO THIRD-PARTY BENEFICIARIES; ASSIGNMENT, This Agreement is not intended, nor shall it be construed, to inure to the benefit of any third person or entity not a party hereto, and no right, duty, or obligation of Contractor under this Agreement shall be assigned to any person, private association or corporation, not-for-

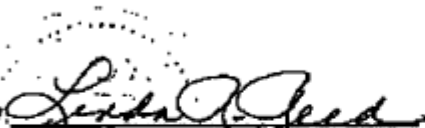
profit corporation, or public body without the prior written consent of the Authority_

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

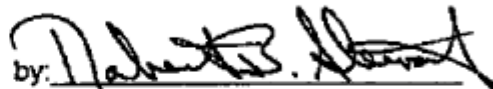
SECTION 911. **COUNTERPARTS.** This Agreement may be executed in more than one counterpart, each of which shall be deemed an original

IN WITNESS WHEREOF, the parties hereto, by and through their undersigned
authorized officers, have caused this Agreement to be executed on this 2 day of
October, 2000.

ATTEST:
KARLEEN F. DE BLAKER, CLERK

by: 
Deputy Clerk
(seal)

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

by: 
Chairman

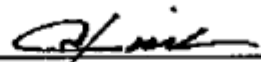
APPROVED AS TO FORM


Office of County Attorney


CITY OF ST. PETERSBURG

ATTEST:


Jane K. Brown, City Clerk



By: David J. Fischer, Mayor

Approved as to form and substance:


City Attorney RICHARD B. BADGLEY

APPENDIX A

FIRE DISTRICTS

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

FIRE SERVICE CONTRACTORS

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

CITY OF
CLEARWATER 112 S.
Osceola Avenue
Clearwater, FL 33758-4746
Attn: City Manager

CITY OF DUNEDIN
P.O. Box 1346
Dunedin, FL 34697-1348
Attn: City Manager

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

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

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

CITY OF PINELLAS PARK
P.O. Box 1100
Pinellas Park, FL 33760-1100
Attn: City Manager

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

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

CITY OF SEMINOLE
7464 Ridge Road
Seminole, FL 33772-6226
Attn: City Manager

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

CITY OF TARPON SPRINGS 324
Pine Street East Tarpon Springs,
FL 34669
Attn: City Manager

Pinellas County Fire Services Agreement
SUPPLEMENTAL FINANCIAL INFORMATION

Instructions:

In accordance with Pinellas County Home Rule Charter and Chapter 62, Article 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., 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**

'ATTACHMENT C'

LEASE AGREEMENT

THIS LEASE AGREEMENT, made this 25 day of Sept., 2003, 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 CITY OF ST. PETERSBURG, a municipal corporation of the State of Florida, hereinafter referred to as the "TENANT" or "CITY" (collectively "Parties").

WITNESSETH:

WHEREAS, COUNTY and CITY entered into a Fire Protection Services Agreement for the provision of fire services in the Tierra Verde area dated September 26, 2000; and

WHEREAS, City needs a new fire station to replace its current temporary building in order to carry out its duties under the Fire Protection Services Agreement; and

WHEREAS, COUNTY is constructing a new fire station on land owned by the County on Tierra Verde with the intention of leasing the premises to the City.

NOW THEREFORE, in consideration of one dollar and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged and the promises and covenants contained herein, the Parties agree as follows:

1. PREMISES: In consideration of the rent hereinafter agreed to be paid by the CITY to the COUNTY, and 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 CITY, and the CITY 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 the date the

Certificate of Occupancy is issued ("Commencement Date") and terminating 20 years from the date of Certificate of Occupancy ("Term") for the sum of ONE DOLLAR, (\$1.00) receipt and adequacy of which is hereby acknowledged. This Lease shall stand renewed for four (4) successive additional terms of five (5) years each ("Renewal Term") unless either party shall give ninety (90) days written notice to the other party of its intent to terminate the same.

3. USE: CITY 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 CITY 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 CITY'S control or the CITY'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. CITY shall not make or permit any offensive or unlawful use of said Premises. All rights of CITY 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 CITY with CITY funds not provided by the COUNTY or Authority shall be owned by the CITY. All such Personal Property installed by the CITY located on the Premises may be removed by CITY, provided that said removal is accomplished prior to the expiration of the Term or any Renewal Term. CITY, at its own expense, shall repair any damage which may be caused by such removal. CITY'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 CITY and the Authority or COUNTY, CITY and CITY 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 CITY and the Authority or COUNTY.

In the event CITY desires to retain said asset, CITY shall pay to Authority or COUNTY an amount equal

to its interest in said asset. In the event that Authority or COUNTY desires to retain said asset, Authority or COUNTY shall pay to CITY an amount equal to CITY'S interest in said asset. If neither the CITY nor the Authority or 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 CITY and the Authority or 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 CITY shall pay all such taxes so imposed as such taxes are directly related to this Lease.

6. UTILITIES: CITY 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 CITY, resulting from any interruption in utility services.

7. MAINTENANCE AND SERVICES: The CITY shall be responsible for all maintenance and services to the Premises. The CITY 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 CITY hereunder, COUNTY shall demand repayment of same from CITY, and CITY shall make such payment within thirty (30) days of receipt of said demand. CITY'S failure to timely reimburse the sum demanded, up to \$10,000, shall be deemed a breach of this Lease. CITY 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 CITY.

8. PARTIES LIABILITY: Pinellas County as a political subdivision of the State of Florida, and the City of St. Petersburg, as a municipality 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 CITY 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 CITY by self-insurance, by self-funding, by purchase, or any combination thereof at the sole option of CITY. Insurance coverages and limits shall be evidenced by delivery to the COUNTY of letters of self-insurance or self-funding executed by CITY'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 CITY 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. CITY shall also notify said Authority within seventy-two (72) hours after receipt of any notices of expiration, cancellation, non-renewal or material changes in coverage received by the CITY from its insurer.
- (2) Companies issuing an insurance policy, or policies, shall have no recourse against the COUNTY or its said Authority for payment of premiums or assessments for any deductibles, which are the sole financial responsibility of CITY.
- (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, or its Fire Protection Authority, to CITY for insurance expense, pursuant to the terms of this Lease, will be in the nature of reimbursement to CITY for general insurance expense associated with the cost of CITY providing the fire protection services provided for in this Agreement, and shall not be used to purchase any specific coverage or limits required herein. CITY may use such funds as CITY 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 CITY 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. CITY 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. CITY shall pay for all charges for labor, services, and materials used in connection with any improvements or repairs to the leased Premises undertaken by CITY. 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 mechanics liens against the Premises, CITY'S leasehold, or the land and building arising out of work performed by or for CITY are hereby expressly prohibited and in the event of the filing of any Claim of Lien, CITY shall promptly satisfy same or transfer it to a bond; and CITY shall in

any event protect COUNTY'S interest in the underlying real estate from any such claims.

12. COVENANT AGAINST LIENS: CITY 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 CITY with respect to the Premises or any part thereof, are hereby charged with notice that they must look to CITY 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: CITY 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 CITY 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 CITY 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 then balance of the Term or any Renewal Term. If CITY exercises its right to cancel, all advance rent paid by the CITY shall be adjusted to the date of said taking.

The COUNTY shall provide notice of the commencement of condemnation proceedings to the CITY 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 CITY, be destroyed by fire, storm, or other casualty or be so damaged thereby as to become wholly or partially untenantable, 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, CITY 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 CITY 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 CITY, then within fifteen (15) days of the COUNTY becoming aware of the occurrence of the default, COUNTY shall notify CITY of the default and its demand to cure the default. Upon receipt of notice, CITY 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 CITY shall pursue continuously until the default is finally cured. Upon CITY'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 CITY'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 CITY requiring the COUNTY'S consent or approval shall not be construed a consent or approval to or of any subsequent similar act by the CITY.

19. OBSERVANCE OF LAWS: CITY 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 CITY'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 CITY'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, CITY 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 CITY 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, CITY shall remove all improvements constructed by the CITY on the Premises at CITY'S sole cost and expense returning the Premises to a condition reasonably similar to its condition at the execution of this Lease. The 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 CITY 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 CITY hereunder shall be forwarded to the CITY at the following address, by registered or certified mail, return receipt requested:

City of St. Petersburg
Department of Economic Development
ATTN: Donald Crawford
P.O. Box 2842
St. Petersburg, Florida 33731-2842

And Copy To:

City of St. Petersburg Fire Department
Chief James Callahan
400 Martin Luther King St.
St. Petersburg, Florida 33701-4472

24. QUIET ENJOYMENT: The COUNTY covenants and agrees that upon CITY performing all of the covenants and conditions aforesaid on CITY'S part to be observed and performed, the CITY 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 CITY to assign CITY'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 CITY 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 CITY 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 may be 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: CITY shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances on or in the Premises. CITY 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 CITY'S use of the Premises.

CITY 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 CITY has actual knowledge. If CITY 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, CITY 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. TERMINATION OF EXISTING LEASE: The Agreement of Lease dated August 13, 1991, for the property located at 1420 Pinellas Bayway shall terminate thirty (30) days after the Commencement Date of this Lease.

31. ENTIRE AGREEMENT: The Lease including all exhibits and riders, if any, incorporates all covenants, promises, agreements, conditions and understandings between the parties, and no covenant, promise, agreement, 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.

32. NON-APPROPRIATION: The obligations of the CITY 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 CITY services have been budgeted and appropriated, sufficient monies for the funding that is required during that year. Notwithstanding the foregoing, the CITY 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 CITY 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 City)



Signature

BONNIE J. DOUGLASS

Typed, Printed or Stamped Name



Signature

RITA WESLEY

Typed, Printed or Stamped Name

ATTEST: KARLEEN F. DE BLAKER
Clerk of Circuit Court

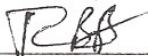
By: 

Deputy Clerk

Print Name: LINDA R. REED

(Seal)

APPROVED AS TO FORM



Sr. Assistant County Attorney

RICHARD B. BADGLEY



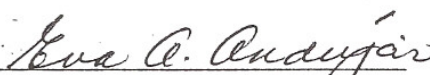
CITY OF ST. PETERSBURG, FLORIDA

By: 

Rick Baker

As Its: Mayor

ATTEST:

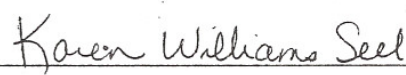
By: 

Eva A. Andujar, City Clerk

(Seal)

COUNTY:
PINELLAS COUNTY, FLORIDA

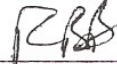
By and through its Board
of County Commissioners

By: 

Chairman

Print Name: KAREN WILLIAMS SEEL

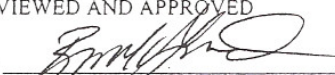
APPROVED AS TO FORM AND CONTENT:



City Attorney or Designee

RICHARD B. BADGLEY

REVIEWED AND APPROVED

By: 

Bruce E. Grimes, Manager

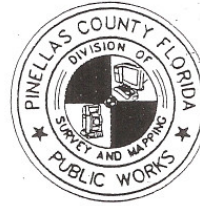
Property Management & Realty SERVICES

APPROVED AS TO FORM
OFFICE OF COUNTY ATTORNEY

BY 
ATTORNEY



PINELLAS COUNTY PUBLIC WORKS
DIVISION OF SURVEY AND MAPPING
22211 U.S. HIGHWAY 19 N.
CLEARWATER, FLORIDA 33765-2347



SECTION(S) 29, TOWNSHIP 32 SOUTH, RANGE 16 EAST

Additions or deletions by other than the Professional Land Surveyor in responsible charge is prohibited.
Land Description is invalid without signature and/or embossed seal of the Professional Land Surveyor

DESCRIPTION

A portion of Government Lot 1, Fractional Section 29, Township 32 South, Range 16 East, Pinellas County, Florida, being described as follows:

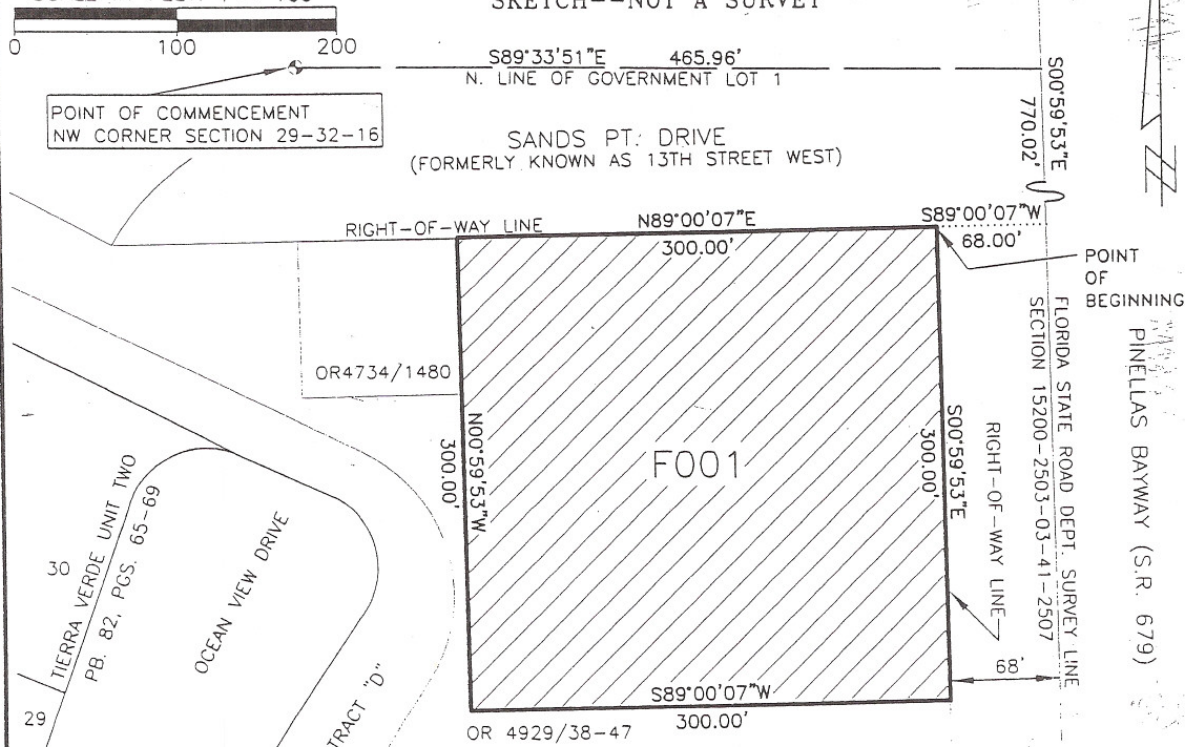
Commence at the Northwest Corner of said Fractional Section 29, run S 89°33'51"E along the North line of said Government Lot 1, for a distance of 465.96 ft. to a Point of Intersection with the survey line of Pinellas Bayway (State Road 679), according to Florida State Road Department Right-of-Way Map, Section 15200-2503-03-41-2507; thence S 00°59'53"E, along said survey line for a distance of 770.02 ft.; thence S 89°00'07"W, for a distance of 68.00 ft. to a Point of Intersection with the West Right-of-Way Line of Pinellas Bayway and the South Right-of-Way line of 13th Street West(now known as Sands Point Drive), according to plat thereof, as recorded in Plat Book 57, Pages 42-55, public records of Pinellas County, for a POINT OF BEGINNING; thence S 00°59'53"E along said West Right-of-Way Line, for a distance of 300.00 ft.; thence S 89°00'07"W, a distance of 300.00 ft.; thence N 00°59'53"W, for a distance of 300.00 ft. to a point on said South Right-of-Way line of 13th Street West; thence N 89°00'07"E along said South Right-of-Way line, a distance of 300.00 ft. to the POINT OF BEGINNING.

Containing: 90,000 square feet or 2.066 acres more or less

BASIS OF BEARING: Bearing are assumed, based on the North Line of Government Lot 1, Fractional Section 29, Township 32 South, Range 16 East, Pinellas County, Florida, being S 89°33'51"E.

SCALE IN FEET: 1"= 100'

SKETCH--NOT A SURVEY



CALCULATED BY: J.F. The above Sketch and/or Land description was prepared under my supervision and is true and correct to the best of my knowledge and belief.

CHECKED BY: dwb By: Pinellas County Public Works
Charles N. Gibson Jr.
DATE 5/14/03

S.F.N.: 985
CHARLES N. GIBSON JR., LAND SURVEYOR CERTIFICATE NUMBER: 4238
STATE OF FLORIDA, PHONE # (727) 464-8904

SEAL

EXHIBIT A

Parcel No.: F001

TIERRA VERDE LOCATOR MAP

