

**LEALMAN SPECIAL FIRE CONTROL DISTRICT
WATER RESCUE FUNDING AGREEMENT**

This Funding Agreement entered into between Pinellas County, a political subdivision of the State of Florida (hereinafter the "County"), and the Lealman Special Fire Control District, an independent special fire district, (hereinafter the "Contractor"). The County and Contractor shall be referred herein as "Parties".

RECITALS:

WHEREAS, the County provides for and establishes rules for Fire, EMS, and Rescue Services through the Pinellas County Emergency Medical Services Authority ("Authority"); and

WHEREAS, Pursuant to Chapter 73-600, Laws of Florida; Chapter 80-590, Laws of Florida (the Pinellas County Home Rule Charter); and Chapter 62, Article II, of the Pinellas County Code (collectively, "Special Act"), the Board has divided the County into Fire Districts for the purposes of its regulatory powers and responsibilities.

WHEREAS, the Tierra Verde Fire Protection District is an established independent Fire District; and

WHEREAS, Contractor provides Fire Protection Services under the 2019 Fire Protection Services Agreement for the Tierra Verde Fire District; and

WHEREAS, on August 15, 2017, the Board of County Commissioners acting as the Emergency Medical Services Authority adopted Resolution 17-47 establishing a Water Rescue Grant Program to provide for the enhanced preparedness and response to waterborne medical emergencies and rescue situations through the support of a countywide program that provides funding support for operations, maintenance, equipment and training necessary to improve and expand the capacity and capability of the various fire rescue water rescue resources; and

WHEREAS, the Parties wish to improve and expand water rescue capabilities along the water in/around the Tierra Verde Fire Protection District; and

NOW THEREFORE, the Contractor agrees, in exchange for funds to be provided by the County to enhance and improve water rescue capabilities in accordance with the terms as described below.

AGREEMENT:

- 1. Purpose** – To improve and expand water rescue capabilities along the water in/around the Tierra Verde Fire Protection District.

2. Party Duties and Use of Funds:

- a) The County agrees to reimburse to Contractor a maximum of \$100,000. The funding source will be as follows: \$50,000 Water Rescue EMS Funds and \$50,000 Tierra Verde Fire District Funds. Contractor may purchase vessel(s) in excess of the aforementioned amount at its own expense.
- b) Payment will be issued to contractor after Contractor provides proof of payment and receipt of items subject to this agreement but no sooner than October 1, 2024.
- c) Contractor agrees to purchase a flat bottom boat for use near mangroves, a jet ski for beach and near shore rescue, and any safety equipment up to the project cap.
- d) Contractor will own, maintain, and operate the units for the safe useful life of the Water Rescue Assets at its own expense. Contractor to provide all other project support (i.e. training and any costs over \$100,000).
 - a. Contractor agrees that care will be taken to ensure that ALS units are not to be taken out of service for excessive time periods to accomplish the training.
 - b. In accordance with its Charter, Contractor will respond to water rescue emergencies and to assist citizens in waters in/around Pinellas County as well as providing closest unit coverage in accordance with the Automatic Aid agreement.
- e) It is understood and agreed that Contractor will purchase and will take delivery of the Water Rescue Assets within the next Three Hundred and Sixty-Five (365) days. In the event the Contractor does not put into operations the Water Rescue Assets by September 30, 2025, the entire amount of funds supplied under Paragraph 2a will be returned to the County.
- f) For the first five years of its useful life, Contractor, at its own cost, will acquire "hull insurance" for the Water Rescue Assets in the event of an insurable loss. In the event of an insurable loss and the Contractor elects to not use the funds recovered under the "hull insurance" policy to replace the Rescue Assets, the Contractor will pay over to the County the funds recovered under the "hull insurance" policy. After the first five years of the useful life of the Rescue Assets, the obligation to acquire "hull insurance" shall terminate. Should Contractor fail to acquire and maintain "hull insurance" as specified, the Contractor will reimburse the County for the original value of any equipment purchased with use of the aforementioned funds up to \$100,000.
- g) The Contractor is an independent party and is not an agent of the County. This Agreement does not affect that relationship and does not create a joint venture between the parties.

3. **Compliance with Laws** - Both Parties shall comply with all applicable federal, state, and local laws, ordinances, rules and regulations, the federal and state constitutions, and orders and decrees of any lawful authorities having jurisdiction over the matter at issue (collectively, "Laws"), including but not limited to Chapter 119, Florida Statutes. Each party shall comply with the applicable policies, procedures, rules and regulations, including but not limited to security requirements or the nondisclosure of confidential information (provided in accordance with all applicable Laws) of the other party.
4. **Books and Records** - Both Parties shall keep and maintain all books and records with respect to this Agreement for a period of five (5) years following expiration or earlier termination of this Agreement. Nothing herein shall be construed to allow destruction of records that may be required to be retained longer by the statutes of the State of Florida.
5. **Term** – The initial term of this Agreement shall commence on the Execution Date and end at midnight on October 1, 2025, unless this Agreement is earlier terminated as provided for herein.
6. **Termination** –
 - a. Either party may terminate this Agreement upon 30 days notice if conditions arise that, in the sole discretion of the party terminating, require such termination in the public interest.
 - b. Notice of any termination shall be noticed in accordance with Section 12 of this Agreement.
7. **Indemnification**- To the greatest extent of applicable law, Contractor agrees to indemnify and defend the County, its officers, and employees, against all claims of any nature whatsoever arising out of the operation of the Water Rescue Assets. Nothing herein is intended to, nor shall it be construed as a waiver of any immunity from or limitation from liability to which the Contractor or County is entitled under the Doctrine of Sovereign Immunity (Section 768.28, Florida Statutes and all other applicable law). Nothing herein shall be construed as consent by the County or Contractor to be sued by third parties in any matter arising out of this Agreement.
8. **Assignments** - Neither party shall assign or transfer responsibility under this Agreement to another party without prior written approval of the other party.
9. **Amendments** - This Agreement may be modified or amended only by a document in writing executed by the Parties with the same formality of this Agreement.
10. **Governing Law** - The Laws of the State of Florida and United States shall govern this Agreement. Venue for any cause of action or claim asserted by either party hereto brought in state courts shall lie solely in Pinellas County, Florida. Venue for any action brought in federal

court shall be in the Middle District of Florida, Tampa Division, unless a division shall be created in City or Pinellas County, in which case action shall be brought in that division.

11. Severability – The terms and conditions of the Agreement shall be deemed to be severable. If any clause, term, or condition hereof shall be held to be illegal or void, such determination shall not affect the validity or legality of the remaining terms and conditions, and notwithstanding any such determination, this Agreement shall continue in full force and effect, unless the particular clause, term or condition held to be illegal or void renders the balance of the Agreement impossible to perform.

12. Notices - Unless and to the extent otherwise provided in this Agreement, all notices, demands, requests for approvals and other communications which are required to be given by either party to the other shall be in writing and shall be mailed by registered or certified mail, postage prepaid, return receipt requested to the address provided below, or delivered by overnight courier (signature required) to the address provided below:

a. COUNTY

i. EMS & Fire Administration Director
Pinellas County EMS & Fire Administration
12490 Ulmerton Road – Suite 134
Largo, Florida 33774

b. LEALMAN FIRE CONTROL DISTRICT

i. Fire Chief
4360 55th Avenue North
St. Petersburg, FL 33714

13. Waiver – No act of omission or commission of either party, including without limitation, any failure to exercise any right, remedy, or recourse, shall be deemed to be a waiver, release, or modification of the same. Such a waiver, release, or modification is to be affected only through a written modification to this Agreement.

14. Fiscal Non-Funding - In the event that sufficient budgeted funds are not available for a new fiscal period, the County shall notify Contractor of such occurrence, and the contract shall terminate on the last day of the then-current fiscal period without penalty or expense to the County.

15. Only Agreement of the Parties- This Agreement replaces and supersedes and replaces all prior Agreements of the Parties governing the Project. The Parties agree that this document extends

the agreement of the Parties regarding this Project but allocates no additional funds beyond the prior agreements.

- 16. Force Majeure** - The Contractor shall be excused from the performance of the obligations under paragraph 2, Party Duties and Use of Funds, to the extent that such performance is prevented by force majeure. Force Majeure shall be defined as fire, natural disaster (specifically including but not limited to hurricanes, tornadoes, flood, and/or waterspouts), acts of God, acts of war, terrorism, civil disorders, decrees of government bodies, voluntary or involuntary compliance with any regulation, law or order of the government, failure or default of public utilities, pandemic, epidemic, riot, strikes, labor or supply disruptions or similar causes beyond the control of the Contractor.
- 17. Entire Agreement** - This agreement reflects the full and complete agreement between the Parties and supersedes all prior or contemporaneous agreements (oral or written) between them.

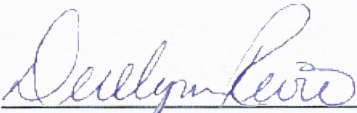
(Signature Page to Follow)

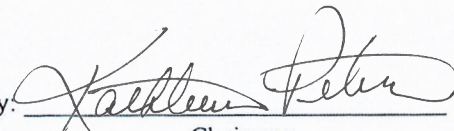
IN WITNESS WHEREOF, the parties hereto, by and through their undersigned authorized officers have caused this Agreement to be executed on this 13th day of August, 2024.

ATTEST:
KENNETH BURKE, CLERK

PINELLAS COUNTY,
by and through its governing body, the
Pinellas County Board of County
Commissioners, sitting as the Pinellas County
Emergency Medical Services Authority



By: 
Deputy Clerk

By: 
Chairman

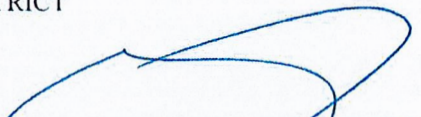
APPROVED AS TO FORM

By: Patrick H. Allman IV

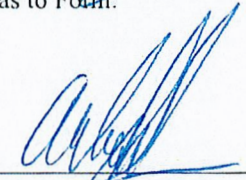
Approved as to Form County Attorney: Office of the County Attorney

Countersigned:

LEALMAN SPECIAL FIRE CONTROL
DISTRICT

By: 
Chairperson, Board of Commissioners

Approved as to Form:

By: 
Attorney for Fire District