

2017

**PINELLAS COUNTY HAZARDOUS MATERIALS
RESPONSE TEAM AGREEMENT
PALM HARBOR
SPECIAL FIRE CONTROL & RESCUE DISTRICT**

**PINELLAS COUNTY
EMS & FIRE ADMINISTRATION
12490 Ulmerton Road
Largo, FL 33774**

PINELLAS COUNTY HAZARDOUS MATERIALS RESPONSE TEAM AGREEMENT

THIS INTERLOCAL AGREEMENT (“Agreement”) is entered into this ____ day of _____, 2017, by and between the Palm Harbor Special Fire Control & Rescue District, an independent special fire district (“Contractor”), and the Pinellas County Board of County Commissioners (“County”) (individually, “Party”, collectively, “Parties”).

RECITALS

WHEREAS, in order to protect the residents of Pinellas County from exposure to the dangers of various hazardous substances it is essential to continue to develop the capability, expertise and resources to handle situations where such exposures could occur, and the Cities of Largo, Pinellas Park, St. Petersburg, and Seminole, Palm Harbor Special Fire Control and Rescue District (the “Provider Agencies”) and County desire to work in conjunction to create the capability to respond throughout Pinellas County to any situation where there is a release of hazardous materials or the risk of such a release, and have, for a number of years, worked together in the operation of the Pinellas County Hazardous Materials Response Team (“PCHMRT”).

NOW THEREFORE, in consideration of the mutual covenants expressed herein, and for other good and valuable consideration, receipt of which is hereby acknowledged, the Parties agree as follows:

ARTICLE I THE AGREEMENT

SECTION 101. RECITALS AND PURPOSE. The foregoing recitals are hereby incorporated and made part of this Agreement. The purpose of this Agreement is to define the obligations and responsibilities of the Parties hereto with respect to the provision of Pinellas County Hazardous Materials (Hazmat) Response services in 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, 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. Funding Schedule

Appendix B. PCHMRT Vehicles

Appendix C. Equipment

Appendix D. Supply Inventory

Appendix E. Provider Agencies Contacts

Appendix F. Drone Program

Appendix G. Reimbursement Form

Appendix H. Pinellas County Hazardous Materials Response Team Standard Operating Procedures Manual

SECTION 104. SCOPE OF SERVICES. In exchange for funding from the County as outlined herein, the services to be performed by Contractor under this Agreement include the following:

- (a)** Make available one Hazmat support company comprised of Contractor's personnel who are trained as hazmat team members and are on duty to respond to any upgraded hazmat incident in an appropriate hazmat vehicle.
- (b)** Rescue of patients during an incident for the best possible outcome in order to protect the health, safety and improving the quality of life of the community by providing hazmat services as per the SOP.

Such services shall be provided in accordance with the terms and conditions of this Agreement. In case of a conflict with this Section 104, 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:

“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.

“CAD” means the computer aided dispatch system.

“Continuing Hazmat Education” means (1) the minimum required continuing hazmat education required for Hazardous Material Technicians to maintain certified status within the State of Florida; and (2) education for individuals who have a specific deficiency that must be corrected to maintain or restore their status within the EMS System.

“Contractor” means the Palm Harbor Special Fire Control & Rescue District.

“Disaster” means an occurrence of a severity and magnitude that normally results in death, injuries and/or property damage and that cannot be managed through routine procedures and resources of the EMS System.

“EMS System” means the network of organizations and individuals, including, but not limited to the EMS Authority, ambulance contractor, ALS first responder services providers, EMS Advisory Council, Medical Control Board and Medical Director, established to provide emergency medical services in Pinellas County.

“Field Personnel” means Hazardous Materials team members employed by Contractor.

“Fiscal Year” means the year commencing on October 1st of any given year and ending on September 30th of the immediately-succeeding year.

“Hazardous Material Services” mean the services needed for containment, mediation and/or rescues involving any situation where there is a release of hazardous materials or the risk of such a release.

“Hazardous Material Standard Operating Procedures” or “SOP” means the then current established procedures to be followed in carrying out a given operation or in a given situation. Such procedures shall be developed by the Parties and may

be amended only upon mutual agreement of the Parties. The current version is attached hereto as Appendix H.

“Hazardous Material Technician” or “Technician” means any member of the PCHMRT having successfully completed 160 hour technician class and passed the state certification exam.

“Party” or “Parties” means either the County or the Contractor or both, as the context of the usage of such term may require.

“Pinellas County Hazardous Materials Response Team” or “PCHMRT” means those Field Personnel of the Provider Agencies that have the capability and expertise to respond throughout Pinellas County to any situation where there is a release of hazardous materials or the risk of such a release.

“Provider Agencies” means Cities of Largo, Pinellas Park, St. Petersburg, Seminole, and Palm Harbor Special Fire Control and Rescue District.

“Regional 9-1-1 Center” means the communications center and related telephone, radio and data systems operated and maintained by Pinellas County as the countywide public safety answering point for the purpose of receiving 9-1-1 calls from citizens; providing emergency medical dispatch following the priority dispatch protocols; providing for the dispatch of all basic life support (BLS) and advanced life support (ALS) first responder vehicles to EMS System incidents; and providing for ongoing communications via radio and wireless data systems.

“Run Cards” means the Regional 9-1-1 Center’s computer aided dispatch software database that, based upon the location of the hazmat incident and a predetermined listing of Hazardous Material Service vehicles which the Provider Agencies have determined to be the closest by travel time or most appropriate in ranked order as per section 404.

“Safe Useful Life” means the period during which a vehicle is expected to be useable for the purpose for which it was acquired. With respect to tractor trailer combination, fifteen (15) years frontline, five (5) years reserve; with respect to medium/heavy duty chassis and all other vehicles, ten (10) years frontline, five (5) years reserve.

“State” means the State of Florida.

“State of Emergency” means a Disaster or other incident which has been declared by proclamation of the State, County or a municipality in the County, to be of such severity as to warrant institution of special legal conditions authorized by Chapter 252, Florida Statutes.

SECTION 202. TERMS GENERALLY. Whenever the context may require, any pronoun shall include 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
INTENTIONALLY OMITTED**

**ARTICLE IV
DUTIES AND RESPONSIBILITIES OF CONTRACTOR**

SECTION 401. TRAINING AND CONTINUING EDUCATION.

Contractor shall ensure its personnel assigned to the PCHMRT attend 24 out of 48 available hours of Continuing Hazmat Education training as follows:

(a) New members assigned to the PCHMRT that have started but not completed the Technician level training will be classified as operations level and will attend the remaining Technician level and bi-monthly trainings necessary to achieve Technician level.

(b) Technician level training will consist of a Florida State Fire College approved hazmat technician training class. These classes will be held on an as needed basis.

(c) Continuing Education will consist of attending at minimum, 24 hours of the regularly scheduled 48 hours of bi-monthly training.

Training will consist of classroom based training and/or distance learning methods as determined by the Parties.

SECTION 402. PERSONNEL.

(a) **Response with trained personnel.** Contractor shall ensure that the minimum staffing levels of trained Technicians are on duty to respond to any hazmat incident in an appropriate hazardous material vehicle. Minimum staffing levels are as follows: Largo to provide two (2) personnel, Pinellas Park to provide two (2) personnel, St. Petersburg to provide four (4) personnel, Seminole to provide two (2) personnel and Palm Harbor Special Fire Control and Rescue District to provide two (2) personnel. In the event of a long-term hazmat incident, Contractor may call back its off-duty personnel to assist.

(b) **Rights and Duties of Contractor Personnel.** Personnel assigned by a Contractor to the PCHMRT, who are performing their duties pursuant to this Agreement outside of their jurisdiction, shall have the same powers, duties, rights, privileges and immunities as if they were performing their duties in the jurisdiction in which they are normally employed, provided however, such powers are limited to, and are to be exercised by such personnel only while, performing duties pursuant to this Agreement.

(c) **Training and Qualifications.** All Field Personnel employed by the Contractor in the performance of work under this Agreement shall be trained and qualified at a level consistent with the standard established by the PCHMRT SOP for hazmat Incidents and shall hold appropriate credentials in their respective hazmat profession. Field Personnel whose education and training are not current shall not be permitted to participate in hazardous material responses as a Technician.

(d) **Drone Program.** Drone program shall be operated by Contractor's Field Personnel trained for operating drones as per Appendix F. Contractor shall specify those Field Personnel to receive the required specialized training as per Appendix F. Contractor shall only use County owned drones for this Agreement.

(e) **Hazmat Command Staff.** Contractor shall designate a staff level position as a hazmat command staff member who will be responsible for:

1. Responding to hazmat incidents and overseeing response, mitigation and containment in accordance with hazmat SOP's and in coordination with incident command.
2. Monitoring Contractor's Field Personnel to ensure compliance with hazmat SOP's.
3. Monitoring Contractor's Field Personnel to ensure they maintain an appropriate level of hazmat competence based on the required training, that training requirements are met and that members provide services in a manner that is professional and courteous.
4. Attending and actively participating in hazmat related meetings.
5. Participating in budget development of the PCHMRT, including identifying areas for improvement or gaps in team capability.
6. Coordinating with County administrative staff to manage contract compliance of the PCHMRT.
7. Participating with the County on hazard vulnerability and risk assessments regarding emergency support function (ESF) 9 issues.

SECTION 403. STATE OF EMERGENCY ASSISTANCE, HAZARDOUS MATERIAL EMERGENCY AND MUTUAL AID.

(a) **State of Emergency Assistance within Pinellas County.** Immediately upon notification by the County of a State of Emergency within Pinellas County, Contractor shall commit such resources given the nature of the State of Emergency and shall assist in accordance with applicable plans and protocols mutually agreed upon by the Parties. When Contractor ceases providing assistance with the State of Emergency, Contractor shall resume normal operations as rapidly as is practical and notify the County's authorized representative that Contractor is able to resume normal operations considering exhaustion of personnel, need for restocking and other relevant considerations

(b) **State of Emergency Assistance Outside of Pinellas County.** Contractor shall manage any State of Emergency assistance or mutual aid response outside of Pinellas County in a manner which does not prevent Contractor from rendering services in accordance with this Agreement.

SECTION 404. AUTOMATIC AID/CLOSEST UNIT RESPONSE. Upon notification by the Regional 9-1-1 Center of a hazmat incident, Contractor shall provide Hazardous Material Services in accordance with the Automatic Aid/Closest Unit Response Agreement. The hazardous material vehicle which is predetermined to be the closest to the emergency scene, by the Run Cards, shall be dispatched without regard to district or jurisdictional boundaries. In the event that the Automatic Aid/Closest Unit Response Agreement is terminated, Contractor shall provide Hazardous Material Services in accordance with the then current Run Cards for all hazmat incidents. Contractor's authorized representative will periodically, or at the request of the County, update their Run Cards to insure their accuracy and coordinate any changes with any other affected Provider Agency.

SECTION 405. HAZMAT INVENTORY CONTROL AND SUPPLIES.

(a) **Inventory Control.** The Provider Agencies and County shall establish and implement inventory control procedures for the stocking and use of hazmat supplies. Contractor shall maintain inventory records that identify all hazmat vehicle supplies, and will keep supplies secured so that access is limited to only authorized personnel. The Provider Agencies shall adhere to inventory control procedures that the County may require, as long as they are reasonable and prudent.

(b) **Supplies Consumed at Hazmat Incidents.** The Provider Agencies are responsible for providing, as soon as practicable after an incident, to the County, the following in order for the County to seek reimbursement as per County Code of Ordinances, Chapter 58, Article III, Sec. 58-62.

1. List of supplies consumed to include quantity, description, size, color, make and model number, etc., for each hazmat incident.
2. Date.
3. Business name.
4. Address.
5. Address where incident occurred.
6. Telephone number.
7. Contact name.
8. Incident number.

SECTION 406. UTILIZATION OF REGIONAL 9-1-1 CENTER.

Regional 9-1-1 Center. The Provider Agencies shall utilize the Regional 9-1-1 Center for the dispatch of all Hazardous Material Services vehicles to hazmat incidents. The Provider Agencies shall utilize the Regional 9-1-1 Center's radio and data systems to include, but not limited to, computer aided dispatch (CAD) software, mobile communications terminal software, and the County's public safety and intergovernmental voice and data radio system.

The Provider Agencies shall provide and maintain all fire station alerting systems, base stations, pagers, fire station computers and peripherals, all mobile and portable radios except as provided in Section 503, and mobile communication terminals and radio modems to communicate with the Regional 9-1-1 Center's radio and data system following the County's technical specifications.

County shall provide and maintain, at no cost to the Provider Agencies, all necessary broadband networking from fire stations to the Regional 9-1-1 Center's data system, and access to the County's 800MHz High Performance Data (HPD) system following the County's technical specifications.

County shall provide a mutually agreed upon appropriate planning phase, cost analysis, changes in the County's technical specifications, and implementation plan for any future upgrades or system changes.

SECTION 407. CERTIFICATION. Contractor shall maintain records of their personnel's certifications. County shall be responsible for payment of any fees associated with hazmat certification and/or recertification using funds provided under this Agreement.

SECTION 408. ACCURATE INFORMATION. Any news releases, statements, or public information given by the Contractor or County personnel to the public or the media that pertain to the PCHMRT shall accurately portray the response team as the Pinellas County Hazardous Materials Response Team.

ARTICLE V
DUTIES AND RESPONSIBILITIES OF COUNTY

SECTION 501. VEHICLES AND EQUIPMENT.

(a) **Obligation to Provide Vehicles.** At all times during the term of this Agreement, County shall provide and fund the hazmat vehicles, and their replacement, described on Appendix B. Vehicle specification and selection will be made by County and Contractor and shall be “mission capable” depending on the type of incident.

(b) **Maintenance of Vehicles and Fuel.** County shall be responsible for the maintenance and repair of County owned hazardous material vehicles and for furnishing maintenance, equipment, supplies, repairs, spare parts, replacement vehicles and fuel. County shall maintain records of maintenance and fuel in order to document that hazardous material vehicles are maintained and used in accordance with this Agreement. The Contractor will use its best efforts to keep County vehicles secure in a covered facility.

(c) **Equipment.** With the exception of equipment owned and maintained by Contractor, County shall furnish and maintain all hazmat equipment required to be provided by the County pursuant to Appendix C. Capital equipment purchases are subject to separately budgeted and approved County funding. County shall also be responsible for the cost of replacing utilized hazmat supplies.

(d) **Communications Equipment.**

1. County will ensure all frontline hazmat vehicles are equipped with GPS enabled mobile data terminals (MDT) running mobile computer aided dispatch software, upon approved funding. The MDT's shall be installed in the hazardous material vehicles by the County and remain County property. County shall be responsible for replacing such equipment at the end of its reasonable useful life, as determined by the County.

2. County has provided, or shall provide and maintain, as applicable, radios assigned to hazmat vehicles as per Appendix C. The radio equipment shall be installed in the hazardous material vehicles by the County and remain County property. County shall be responsible for replacing such equipment at the end of its reasonable useful life, as determined by the County.

3. County shall be responsible for such equipment, as provided for in this Section 501 (e) hereof. Contractor shall be responsible for the replacement of hazmat communication equipment that is lost, stolen or damaged due to Contractor's negligence. County shall be responsible for all routine maintenance of such equipment. The County shall be responsible for the replacement of any hazmat communication equipment that is lost, stolen or damaged due to a cause other than Contractor's negligence.

SECTION 502. HAZMAT SUPPLIES. The County shall provide and replace, as necessary, without cost to Contractor, the hazmat supplies used by Contractor on hazmat incidents under this Agreement. The County shall coordinate delivery or pick-up of all supplies as needed or as convenient. The County shall not be responsible for costs of replacing supply items lost, stolen, damaged or unaccounted for due to Contractor's negligence but the County shall be responsible for the costs of replacing supply items lost, stolen damaged or unaccounted for due to a cause other than Contractor's negligence. The County will work cooperatively with the Provider Agencies to develop inventory controls and an expiration tracking mechanisms.

SECTION 503. HAZMAT EQUIPMENT AND MAINTENANCE. The County shall provide all equipment listed in Appendix C including adequate spare equipment but excluding equipment normally utilized for firefighting operations. Contractor agrees to continue using the current equipment over its useful life. Said equipment will be maintained by the County and repaired or replaced at the end of its reasonable useful life as determined by the County. The Contractor shall be responsible for costs of replacing equipment items lost, stolen, damaged or unaccounted for due to Contractor's negligence but the County shall be responsible for the costs of replacing inventory items lost, stolen damaged or unaccounted for due to a cause other than Contractor's negligence.

SECTION 504. HAZARDOUS WASTE COLLECTION. All hazardous waste or materials from all hazmat incidents remain the responsibility of the incident owner or the agency having jurisdiction. The County is in no way liable for any hazardous waste that

the Contractors collect during a hazmat incident. Contractors shall follow applicable procedures for the collection of hazardous waste

SECTION 505. HAZMAT REPORTING SYSTEM EQUIPMENT. County shall provide, as applicable, one (1) notebook computer or tablet for each hazardous material vehicle on Appendix C. The equipment shall be utilized by the Contractor for the purpose of hazardous materials investigation and completing electronic hazmat reports. Only County authorized software and peripherals may be utilized to ensure a highly reliable and coordinated system. County provided hazmat reporting system equipment shall remain property of the County. Contractor shall be responsible for the replacement of all field equipment for the hazmat reporting system (e.g., notebook computer or tablet) that is lost, stolen or damaged due to Contractor's negligence. The County shall be responsible for the replacement of field equipment for the hazmat reporting system that is lost, stolen or damaged due to a cause other than Contractor's negligence. County shall be responsible for maintaining such equipment and replacing it at the end of its reasonable useful life, as determined by the County. The County may provide equipment and software for Contractor funded hazmat vehicles, if not, the Contractor will be responsible for such equipment for Contractor Funded Vehicles at its discretion.

SECTION 506. SPECIAL OPERATIONS COORDINATOR. County will provide a special operations coordinator to the PCHMRT. The coordinator shall be a command staff member and act as the liaison between the Parties. Duties of the coordinator will include, but are not limited to, supply and equipment procurement and/or repairs, budget preparation, inventory maintenance and controls, training coordination, invoice processing, keeping of meeting agendas and minutes, contract management, fleet management, liaison to state for specialty teams, grant management, asset management and representation on various regional committees.

ARTICLE VI INSURANCE AND INDEMNIFICATION

SECTION 601. MINIMUM INSURANCE REQUIREMENTS. Contractor shall be self-insured or shall pay for and maintain at least the following insurance coverage and limits

listed below. Insurance coverage and limits shall be evidenced by delivery to the County of: a certificate of insurance executed by the insurer(s) listing coverage 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 of each policy, including all endorsements. Where applicable, Contractor shall submit to County a letter from Contractor's Risk Manager stating that Contractor is self-insured, or the amount of insurance per claim and per occurrence, any gap and the amount of excess insurance up to its coverage. Notwithstanding anything to the contrary contained in this Agreement, Contractors do not waive any immunity from or limitation of liability it may be entitled to under the doctrine of sovereign immunity or Section 768.28 Florida Statutes. The following insurance requirements shall remain in effect throughout the term of this Agreement (unless Contractor is self-insured, in which case Contractor shall not be required to comply with the following insurance requirements):

(a) Provide Workers' compensation insurance as required by Florida Law.

(b) Provide commercial general liability, employers' liability and commercial vehicle liability insurance that reflects the limits of liability for governmental entities in accordance with Section 768.28(5), F.S., should the State Legislature change these limits, coverage consistent with the revised limits shall be obtained.

(c) Professional Liability Insurance, including errors and omissions, with minimum limits of \$1,000,000 per occurrence; if occurrence form is available; or claims made form with "tail coverage" extending three (3) years beyond the ending date of this Agreement. In lieu of "tail coverage" the Contractor may submit annually to the County a current certificate of insurance proving claims made insurance remains in force throughout the same three (3) year period. This coverage is subject to statutory and regulatory requirements of Federal, State or local law.

(d) Personal and/or Bodily Injury including death and property damage liability Insurance with minimum limits of \$1,000,000 Combined Single Limit insurance in excess of all primary coverage.

SECTION 602. ADDITIONAL INSURANCE REQUIREMENTS. To the extent that Contractor maintains insurance policies rather than being self-insured, each insurance policy shall include the following conditions by endorsement to the policy:

(a) Each policy shall require that forty-five (45) days prior to expiration, cancellation, non-renewal or any material change in coverage or limits, a notice thereof shall be given to County. Contractor shall also notify County within twenty-four (24) 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 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.

(c) The County shall be endorsed to the required policy or policies as an additional insured, exclusive of professional liability insurance. The additional insured clause covers the actions of the Contractor while providing services under the terms of this Agreement.

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

SECTION 603. LIABILITY. Contractor and County agree to be fully responsible for their own acts of negligence or their respective agents' acts of negligence when acting within the scope of their employment, and agree to be liable for any damages resulting from said negligence. Nothing herein is intended to serve as a waiver of sovereign immunity or the limits of liability contained in Section 768.28, Florida Statutes, by the Contractor or County. Nothing herein shall be construed as consent by Contractors or County to be sued by third parties in any manner arising out of this Agreement. Contractor is not liable for any causes of action arising out of the negligence of the County, its employees or agents, or arising out of the negligence of any persons or entities contracted by, appointed by, or approved by the County to provide services related to this Agreement (including but not limited to Provider Agencies, the Ambulance Contractor, Medical Control Board and Medical Director). This Section 603 shall survive expiration or earlier termination of this Agreement.

**ARTICLE VII
COMPENSATION AND OTHER FINANCIAL PROVISIONS**

SECTION 701. COMPENSATION.

(a) **Training funds.** County will reimburse the Contractor in accordance with Appendix A to pay the reimbursement of overtime and backfill cost for PCHMRT members successfully completing training as identified in Section 401. At the time of renewal, compensation will be reviewed for increase or decrease based on actual reimbursement costs and pending available budgeted funds. These funds will also be used for reimbursement of overtime and backfill costs for command staff personnel, that normally work a shift schedule, for the time spent on PCHMRT duties performed outside of their normally scheduled shift. It is the Contractor's responsibility to submit reimbursement forms, per Appendix G, within twenty (20) calendar days from the last date of training. Funds budgeted in any Fiscal Year will not be carried over to succeeding Fiscal Years

(b) **Medical examination funds.** County will reimburse the Contractor up to \$7,600 in any Fiscal Year for Hazmat medical examination costs. Reimbursement will be calculated at no more than \$400 per person for up to 19 PCHMRT members. It is the Contractor's responsibility to submit reimbursement documentation within twenty (20) calendar days from the date Contractor paid the invoice to their medical provider for medical examinations. Funds budgeted in the current fiscal year will not be carried over to succeeding fiscal years.

(c) **UAS funds.** County will provide reimbursement of overtime and backfill costs up to, but not to exceed \$6,000, in any Fiscal Year for UAS participating Contractor's team members successfully completing training as per Appendix F. Contractor shall submit invoices to the Authority utilizing Appendix G within twenty (20) days following the last day of each month. Contractor shall be reimbursed monthly in arrears. County will decide the amount of participating Provider Agencies that are needed. Selection of each UAS participating Provider Agency shall be agreed upon by all Parties. Drone program is based on available budgeted funds.

(d) **Capital for Hazmat Vehicle Replacement.** County will provide funding for County funded hazmat vehicles. Vehicles will be replaced utilizing Fleet Management's Vehicle Replacement Plan.

(d) Reimbursement of Incident Materials. The County will seek recovery of funds for Hazmat response from those individuals or entities responsible for hazardous material incidents according to County Code Section 58-62.

(e) Travel Funds. Upon approval of the Director of EMS & Fire Administration, the County will provide up to \$10,000 each Fiscal Year, to pay the reimbursement of travel expenses for PCHMRT members from Provider Agencies attending training or professional conferences. Such funds for travel expenses will be limited to lodging, transportation, registration fees and taxi or bus fares in accordance with the County's then current travel policy and Florida Statutes Section 112.061. Payment of such costs shall be paid by County when training is arranged by such. If training is arranged by Contractor, payment of such costs shall be in arrears and supported by invoices and receipts. Per diem/subsistence will not be paid by the County.

1. Travel must be accomplished by the most economical means available.
2. Travel requests must be submitted thirty (30) days in advance. Upon approval by the Director of EMS & Fire Administration at his or her sole discretion, the County shall pay the travel expenses (subject to the then current County policies) incurred by the Contractor for training and education of team members. Payment of such costs will be made upon presentation of supporting invoices/receipts. Travel expenses incurred will be reimbursed in accordance with Section 112.061, Florida Statutes.

SECTION 702. RESERVED

SECTION 703. ADDITIONAL VEHICLES

Contractor-Funded. Contractor and County understand that PCHMRT is a unified, integrated system requiring the cooperation of all providers in the Hazardous Material System. To insure coordinated implementation of any improvements to the Hazardous Material System and to insure the integrity of the Hazardous Material System, if Contractor desires to operate additional hazardous material vehicle(s) as a contractor funded vehicle, Contractor will obtain approval from the County in writing prior to operating the contractor funded vehicle. Contractor may elect to cease operation of a contractor funded vehicle at its sole discretion. Contractor is responsible for all costs

associated with staffing, equipping and operating such contractor funded vehicles. The County shall provide supplies for authorized Contractor funded vehicles.

SECTION 704. AUDITS AND INSPECTIONS. At any time during normal business hours, and as often as may reasonably be deemed necessary, representatives of the County may observe Contractor's operations or vice versa. Parties shall make available to the other Parties for their examination, its records with respect to all matters covered by this Agreement, and Parties may, at their own cost and expense, audit, examine, copy, and make excerpts or transcripts from such records, and may, at their own cost and expense, make audits of all contract, invoices, materials, payrolls, inventory records, records of personnel, daily logs, conditions of employment, and other data related to all matters covered by this Agreement to the extent permitted by law.

Each Party's right to observe and inspect operations or records in other Party's business office shall, however, be restricted to normal business hours, and reasonable notification shall be given the Party in advance of any such visit.

Records relating to contract activities shall be retained for a period of three (3) years from final payment in each year.

All representatives of all Parties who observe operations or audit or examine the other Parties records shall conduct themselves in a polite manner; complete any training required by law; and not interfere with Parties employees' duties. Audits and inspections shall be done to the extent permitted by law.

SECTION 705. FISCAL NON-FUNDING. Notwithstanding any other provision of this Agreement to the contrary, in the event sufficient budgeted funds are not available for a new Fiscal Year, the County shall notify Provider Agencies in writing within five (5) days of the determination of such occurrence and this Agreement shall terminate on the last day of the current Fiscal Year without penalty or expense to the County.

SECTION 706. NOT TO EXCEED CAP. Any and all compensation, payment, or reimbursement of any kind to the Provider Agencies provided for in this Article VII or elsewhere in this Agreement in any Fiscal Year shall not exceed the specific amount of the approved budget adopted through the County's governing body's budgetary process

for services or reimbursement to the Provider Agencies provided under this Agreement for such Fiscal Year. It is recognized by the Parties that no payment may be compelled or made without a budget amendment approved by the County for any compensation that exceeds the total compensation authorized through the County approved budget. The Parties recognize that in the event of a Disaster, it may be necessary for the County's governing body to utilize the emergency powers of Chapter 252, Florida Statutes, to authorize a budget amendment modifying such approved budget to provide funds for compensation or reimbursements necessitated by such emergency expenditures. It is further agreed and understood among the Provider Agencies that the County may not compel the Provider Agencies to incur expenses beyond the County's approved budget amount until such time as a budget amendment raising such budget is approved.

ARTICLE VIII TERM AND TERMINATION

SECTION 801. TERM. The initial term of this Agreement shall be for five (5) years, commencing upon October 1, 2017 and ending at midnight September 30th, 2022, unless this Agreement is earlier terminated as provided for in this Agreement. This Agreement may be renewed for an additional five (5) year period following the initial term, provided that the Parties mutually agree in writing to such renewal which is subject to County and Contractor approval by July 1, 2022. References in this Agreement to "Term" shall include the initial term of this Agreement and all renewals thereof. The effective date of this Agreement shall be retroactive to October 1, 2017 for reimbursement purposes.

SECTION 802. TERMINATION.

(a) **By County for Cause.** This Agreement may be terminated by the County for cause upon twenty (20) days written notice to the Contractor in breach. For purposes of this section 802(a), "cause" shall mean a material breach by Contractor of any term, covenant or warranty contained in this Agreement; provided, however, that in the case of a breach of any term, covenant or warranty, the County shall provide written notice of such breach and the Contractor shall have the opportunity to cure such breach within

twenty (20) days of receipt of such notice or within such additional period of time mutually agreed upon by the Parties.

(b) By Contractor for Cause. This Agreement may be terminated by Contractor for cause upon twenty (20) days written notice to the County. For purposes of this section 802(b), "cause" shall mean a material breach by the County of any term, covenant or warranty contained in this Agreement; provided, however, that in the case of a breach of any term, covenant or warranty, Contractor shall provide written notice of such breach and the County shall have the opportunity to cure such breach within twenty (20) days of receipt of such notice, or, within such additional period of time mutually agreed upon by the Parties.

(c) By County or Contractor without Cause. This Agreement may be terminated without cause by the Contractor or the County upon six (6) months written notice to the other Parties.

SECTION 803. DISPOSITION OF ASSETS.

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

(b) Assets Paid For By Contractor. Any assets which were purchased solely with funds other than those provided by County to a Contractor under this or any preceding Agreement shall remain the property of the Contractor.

(c) Assets Paid For By Both Contractor and County. In case of any asset purchased with funds of both the Contractor and the County, Contractor and County shall determine the fair market value of such asset and then shall pro-rate such fair market value according to the respective interest of the Contractor and the County. In the event Contractor desires to retain said asset, Contractor shall pay to County an amount equal to County's interest in said asset. In the event that County desires to retain said asset, County shall pay to Contractor an amount equal to Contractor's interest in said asset. If neither the Contractor nor the County desires to retain said asset, then the asset will be

sold at public sale to the highest bidder and the net proceeds distributed according to the respective interest of each of the Contractor and the County.

(d) Date to Return Assets. The return of any assets and/or funds in lieu of assets as described in this §803 above, shall be executed and completed upon the effective date of termination as specified in the termination notice.

SECTION 804. RESOLUTION OF DISPUTES. To the extent that Contractor and County cannot, after good faith attempts, resolve any controversy or dispute that may have arisen under this Agreement or §701, Contractor and County shall appoint an ad-hoc committee consisting of one representative from the County, one representative from the Contractor, and one mutually agreed upon representative from the Pinellas County Fire Chiefs Association, to facilitate a timely and effective resolution. The ad-hoc committee shall meet as often as necessary under the circumstances in an attempt to resolve the controversy or dispute. The committee shall review each Party's submittal of its interpretation of the Agreement and may request additional information as necessary. The committee shall complete its review within sixty (60) days of the date that the committee is notified of the controversy or dispute (unless the Parties mutually agree to extend this period of time) and submit any recommendation to the Pinellas County Administrator and Contractor. All recommendations and other actions of the committee shall be non-binding. After the committee has submitted its recommendation to the Pinellas County Administrator and Contractor, either Party may thereafter refer the matter to non-binding mediation in the State of Florida. If the Parties do not agree upon a representative for the committee, if either Party chooses not to engage in mediation or if the Parties engage in mediation but mediation fails to resolve the dispute, either Party may pursue its legal remedies, including, but not limited to, filing a complaint (including but not limited to a complaint for injunctive relief) in the appropriate court possessing competent jurisdiction.

ARTICLE IX MISCELLANEOUS

SECTION 901. NON-DISCRIMINATION IN EMPLOYMENT. The Parties will not discriminate against any applicant for employment because of age, race, color, religion,

gender, sexual orientation, marital status, disability, genetic information, national origin, or any other protected category. The Parties agree that applicants will be employed, and that employees are treated during employment, (e.g. layoff or termination, promotion, demotion, transfer, rates of pay and compensation, and selection for training, including apprenticeship), without regard to age, race, color, religion, gender, sexual orientation, marital status, disability, genetic information, national origin, or any other protected category.

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

If to County: Director, Pinellas County EMS & Fire Administration
12490 Ulmerton Road – Suite 134
Largo, Florida 33774

If to Contractor: See Appendix E

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. Florida Law 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 necessary. 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.

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 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 the Contractor under this Agreement, shall be assigned to any person, private association or corporation, not-for-profit corporation, or public body without the prior written consent of the County.

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

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

[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 NOVEMBER, 2017.


ATTEST:
KENNETH BURKE, CLERK

PINELLAS COUNTY
By and through its Board of County
Commissioners

by: _____
Deputy Clerk

by: _____
Chairman

APPROVED AS TO FORM

By: 

Office of the County Attorney

Countersigned:

PALM HARBOR SPECIAL FIRE
CONTROL & RESCUE DISTRICT

by: 

Chairman, Board of Commissioners

APPENDIX A – FUNDING SCHEDULE

Fiscal Year	Provider Agencies	Training Reimbursement Section 701(a)
17/18	Largo Pinellas Park Seminole Palm Harbor St. Petersburg	\$56,400 \$56,400 \$56,400 \$56,400 \$56,400
18/19	Largo Pinellas Park Seminole Palm Harbor St. Petersburg	\$60,600 \$60,600 \$60,600 \$60,600 \$112,800
19/20 and subsequent years	Largo Pinellas Park Seminole Palm Harbor St. Petersburg	\$64,800 \$64,800 \$64,800 \$64,800 \$112,800

APPENDIX B – PCHMRT VEHICLES

ASSET	DESCRIPTION	VEHICLE ID	REPLACEMENT DISPOSITION	YEAR
112343	2016 Sprinter Com Van	H38	Replace in kind	*
111640	2007 Ford F550	U38	Replace in kind or surplus at end of useful life.	*
TBD TBD	2017 International and 2017 Mickey Trailer	H33	Replace in kind	*
112863 95765	2010 Freightliner and 1985 Hackney Trailer	H66	Replace in kind	*
112872 112859	2010 Freightliner and 2009 Mickey Trailer	H30	Replace in kind	*

*** No vehicles/trailers are due for replacement during life of this Agreement.**

APPENDIX C - EQUIPMENT

H5

Asset Number	Item Name	Description	Make / Manufacturer	Model / Serial Number
81356	Economy Glove Box	Glove Box w/ Bellow s gloves - plexiglass	Bel-Art	H500250310
81357	Haz Kat Kit	Chemical ID Kit	Haztech Systems, Inc.	200282
81398	Radiation Pager	Radiation Pager / UASI # 97698 2003 slb	Sensor Tech	2533
81399	Radiation Pager	Radiation Pager / UASI # 97699 2003 slb	Sensor Tech	2534
81400	Radiation Pager	Radiation Pager / UASI # 97697 2003 slb	Sensor Tech	2532
108712	Radiation Pager	Radiation Pager / UASI # 97707 2003 slb	Sensor Tech	2542
108713	Radiation Pager	Radiation Pager / UASI # 97709 2003 slb	Sensor Tech	2544
108733	Weather Pak 400	Weather Station /RDSTF (sister to 108753)	Coastal Envir	9409
108747	Rit Pak 2	Rapid Intervention Pak / RDSTF	Scott	50900069Q
108753	Weather Pak 400	Weather Station /RDSTF (sister to 108733)	Coastal Envir	9421
109189	SCBA NEX-GEN	Air Pack Frame / RDSTF	Scott	RED0510020461DA
109191	SCBA NEX-GEN	Air Pack Frame / RDSTF	Scott	RED0509020405DA
109192	SCBA NEX-GEN	Air Pack Frame / RDSTF	Scott	RED0510020504DA
109197	SCBA NEX-GEN	Air Pack Frame / RDSTF	Scott	RED0510020484DA
109708	SIRIUS	MSA SIRIUS Handheld MultiGas Detector	MSA	A3-2789
109885	Toughbook - MDT	Panasonic Toughbook Laptop MDT	Panasonic	8HKSB90248
112116	TruDefender Fti	TruDefender FTI	Thermo	FW1863
112117	FirstDefender RM	First Defender RM	Thermo	RM3998
112120	Hot Water Heater	Part of the Decon system		
117527	Squeeze tool	Huskie pipe crimper	Huskie	09Z014
120443	Radio	XTS-2500	Motorola	205CNZ2458
120461	Radio	XTS-2500	Motorola	205CNZ2454
120462	Radio	XTS-2500	Motorola	205CNZ2455
120463	Radio	XTS-2500	Motorola	205CNZ2456
120464	Radio	XTS-2500	Motorola	205CNZ2457
E109114	Scott Air Bottle	4500 p.s.l. Scott Air Bottle / RDSTF	Scott	OP154506
E109115	Scott Air Bottle	4500 p.s.l. Scott Air Bottle / RDSTF	Scott	OP154688
E109116	Scott Air Bottle	4500 p.s.l. Scott Air Bottle / RDSTF	Scott	OP153688
E109142	Scott Air Bottle	4500 p.s.l. Scott Air Bottle / RDSTF	Scott	OP154718
E109129	Scott Air Bottle	4500 p.s.l. Scott Air Bottle / RDSTF	Scott	OP155291
E109140	Scott Air Bottle	4500 p.s.l. Scott Air Bottle / RDSTF	Scott	OP154679
E109151	Scott Air Bottle	4500 p.s.l. Scott Air Bottle / RDSTF	Scott	OP154770
E109152	Scott Air Bottle	4500 p.s.l. Scott Air Bottle / RDSTF	Scott	OP154006
E109156	Scott Air Bottle	4500 p.s.l. Scott Air Bottle / RDSTF	Scott	OP153775
No #	Cooling Fan	Cooling Fan - UASI # PC 99197	Schaefer Ventilation	CS-110L
No #	APD 2000	WMD Dectector 2002 TE-CX-0001 purchased by St Pete w/05DS-2N-13-00-16-317 05 UASI SLB THIS IS A ST PETE ASSET	Environmental Technologies	1441
No #	TVA-1000B	Thermo Vapor Analyzer	Thermo Electron Corp	611516351
No #	Go Pro 3 Black	Go Pro 3 Black	Go Pro	

H30

Asset Number	Item Name	Description	Make / Manufacturer	Model / Serial Number
54558	RR Car Puller	Railroad Car puller	Alden	M16492
54900	B - Kit	Chlorine B-Kit - 1 ton cylinder	Indian Springs	B-7134
81358	HazCat Kit	Chemical ID Kit	Haztech Systems, Inc.	200280
97789	Mop up kit	Wildland fire 6 person mop up kit		
108719	Radiation Pager	Radiation Pager / UASI # 97706 2003 slb	Sensor Tech	2541
108720	Radiation Pager	Radiation Pager / UASI # 97690 2003 slb	Sensor Tech	2525
108722	Radiation Pager	Radiation Pager / UASI # 97708 2003 slb	Sensor Tech	2543
108723	Radiation Pager	Radiation Pager / UASI # 97692 2003 slb	Sensor Tech	2527
108729	TVA1000B	Toxic Vapor Analyzer / TVA 1000B / DOJ 1999-2001 slb	ThermoElectron Corp.	523812972
108734	SCBA NEX-GEN	Air Pack Frame / RDSTF	Scott	RED0510020445DA
108736	SCBA NEX-GEN	Air Pack Frame / RDSTF	Scott	RED0510020485DA
108745	Rit Pak 2	Rapid Intervention Pak / RDSTF	Scott	50900067Q
108752	HEPA VAC 15	15 Gallon HM Vaccum / RDSTF	Air Systems	AV 15
108754	HAZMATCAD	Hazardous Materials Checmical Agent Detector / RDSTF	MSA	80528014
109159	SCBA NEX-GEN	Air Pack Frame / RDSTF	Scott	RED0509020375DA
109175	SCBA NEX-GEN	Air Pack Frame / RDSTF	Scott	RED0510020486DA
109177	SCBA NEX-GEN	Air Pack Frame / RDSTF	Scott	RED0509020370DA
109179	SCBA NEX-GEN	Air Pack Frame / RDSTF	Scott	RED0510020527DA
109181	SCBA NEX-GEN	Air Pack Frame / RDSTF	Scott	RED0509020404DA
109182	SCBA NEX-GEN	Air Pack Frame / RDSTF	Scott	RED0510020487DA
109185	SCBA NEX-GEN	Air Pack Frame / RDSTF	Scott	RED0510020482DA
109186	SCBA NEX-GEN	Air Pack Frame / RDSTF	Scott	RED05100020478DA
109188	SCBA NEX-GEN	Air Pack Frame / RDSTF	Scott	RED0509020393DA
109193	SCBA NEX-GEN	Air Pack Frame / RDSTF	Scott	RED0510020407DA
109194	SCBA NEX-GEN	Air Pack Frame / RDSTF	Scott	RED0510020477DA
109195	SCBA NEX-GEN	Air Pack Frame / RDSTF	Scott	RED0510020490DA
109199	T.I.C.	Thermal Imaging Camera / RDSTF	Scott	EIC00218
109201	Survey Meter	RAD Survey Meter / RDSTF	Ludlum	2241-3 / 225820
109711	SIRIUS	MSA SIRIUS Handheld MultiGas Detector	MSA	A3-2779
109852	Convert a com	Converta a com	Motorola	F073124471
109858	SIRIUS	Multigas Detector UASI # 106891 2004 slb	MSA	A3-5839
109880	Modem	Modem	Motorola	
109905	MDT	Panasonic Toughbook Laptop MDT	Panasonic	9DKYA64522
112124	Vetter	Vetter leak seal kit	Vetter	
112859	Mickey Trailer	2009 16 bay Mickey beverage trailer refurbished w ith all new doors	Mickey	5CWRA31191H0093889
112872	Freightliner Tractor	2010 Freightliner M2/Crew -cab Truck/Tractor	Freightliner	1FUBCYBS0ASAN8869
117526	Squeeze Tool	Huskie PS 62B Squeeze tool	Huskie	09z034
117529	Portable A/C	Kw ikcool Portable A/C unit	Kw ikcool	6010
117543	Mask fit tester	Mask fit tester	OHD	86101693H
120445	Radio, Portable	Motorola radio	Motorola	721CJX5015
120446	Radio, Portable	Motorola radio	Motorola	721CJX5016
120447	Radio, Portable	Motorola radio	Motorola	721CJX5017
120448	Radio, Portable	Motorola radio	Motorola	721CJX5269
120449	Radio, Portable	Motorola radio	Motorola	721CJX5271
120450	Radio, Portable	Motorola radio	Motorola	721CJX5275
120451	Radio, Mobile	Motorola radio	Motorola	527CNZ1320
121196	Mini Vetter	Vetter leak seal kit	Vetter	6141189

H30 cont'd.

E109113	Scott Air Bottle	4500 p.s.l. Scott Air Bottle / RDSTF	Scott	OP154730
E109119	Scott Air Bottle	4500 p.s.l. Scott Air Bottle / RDSTF	Scott	OP154702
E109121	Scott Air Bottle	4500 p.s.l. Scott Air Bottle / RDSTF	Scott	OP154505
E109122	Scott Air Bottle	4500 p.s.l. Scott Air Bottle / RDSTF	Scott	OP154694
E109128	Scott Air Bottle	4500 p.s.l. Scott Air Bottle / RDSTF	Scott	OP154717
E109130	Scott Air Bottle	4500 p.s.l. Scott Air Bottle / RDSTF	Scott	OP155058
E109131	Scott Air Bottle	4500 p.s.l. Scott Air Bottle / RDSTF	Scott	OP155056
E109132	Scott Air Bottle	4500 p.s.l. Scott Air Bottle / RDSTF	Scott	OP155205
E109134	Scott Air Bottle	4500 p.s.l. Scott Air Bottle / RDSTF	Scott	OP153694
E109135	Scott Air Bottle	4500 p.s.l. Scott Air Bottle / RDSTF	Scott	OP153779
E109141	Scott Air Bottle	4500 p.s.l. Scott Air Bottle / RDSTF	Scott	OP153750
E109145	Scott Air Bottle	4500 p.s.l. Scott Air Bottle / RDSTF	Scott	OP155225
E109148	Scott Air Bottle	4500 p.s.l. Scott Air Bottle / RDSTF	Scott	OP154633
E109149	Scott Air Bottle	4500 p.s.l. Scott Air Bottle / RDSTF	Scott	OP155331
E109155	Scott Air Bottle	4500 p.s.l. Scott Air Bottle / RDSTF	Scott	OP153944
E109158	Scott Air Bottle	4500 p.s.l. Scott Air Bottle / RDSTF	Scott	OP155077
E109160	Scott Air Bottle	4500 p.s.l. Scott Air Bottle / RDSTF	Scott	OP155261
E109161	Scott Air Bottle	4500 p.s.l. Scott Air Bottle / RDSTF	Scott	OP155214
E109164	Scott Air Bottle	4504 p.s.l. Scott Air Bottle / RDSTF	Scott	OP154680
E109167	Scott Air Bottle	4500 p.s.l. Scott Air Bottle / RDSTF	Scott	OP153767
E109166	Scott Air Bottle	4500 p.s.l. Scott Air Bottle / RDSTF	Scott	OP153749
E109168	Scott Air Bottle	4500 p.s.l. Scott Air Bottle / RDSTF	Scott	OP154682
E109169	Scott Air Bottle	4500 p.s.l. Scott Air Bottle / RDSTF	Scott	OP154486
E109171	Scott Air Bottle	4500 p.s.l. Scott Air Bottle / RDSTF	Scott	OP155224
E109172	Scott Air Bottle	4500 p.s.l. Scott Air Bottle / RDSTF	Scott	OP155270
E109173	Scott Air Bottle	4500 p.s.l. Scott Air Bottle / RDSTF	Scott	OP154684
E109174	Scott Air Bottle	4500 p.s.l. Scott Air Bottle / RDSTF	Scott	OP155287
No #	Cooling Fan	Cooling Fan - UASI	Schaefer Ventilation	CS-110L
No #	DMC 2000 S	DOCIMETER / RDSTF	MGP Instrument	674907
No #	Go Pro 3 Black	Go Pro 3 Black	Go Pro	

H33

Asset Number	Item Name	Description	Make / Manufacturer	Model / Serial Number
54901	C - Kit	Chlorine C-Kit - Tank Cars	Indian Springs	C-2671
81250	Radio	Motorola MCS2000 - vehicle	Motorola	722AZC0518
81300	Portable Radio	XTS3000 w/ vehicle charger	Motorola	326ABG1256
81354	Economy Glove Box	Glove Box w/ Bellow s gloves - Plexiglas	Bel-Art	H500250310
81359	Haz Kat Kit	Chemical ID Kit	Haztech Systems, Inc.	200281
87052	Volvo Tractor	H 33 - Volvo tractor - 1997 4VLZBKFD7VR476640	Volvo VE D7-260	155477
87053	HM Utility Trailer	H 33 - Utility Trailer - 1997 1M9RC171XVH043379	Mickey	1864-97
87064	Generator	1997 - 7kw generator assigned to 87053 - Utility trailer	Power Tech	CG72458
95766	Car Mate Trailer	White Trailer - CM818C-CT	Carmate	5A3C818D12L001119
108715	Radiation Pager	Radiation Pager / UASI # 97696 2003 slb	Sensor Tech	2531
108739	Sems Base Unit	SCBA Reciever / RDSTF	Scott	B12050459
108744	Rit Pak 2	Rapid Intervention Pak / RDSTF	Scott	50900078Q
108750	Drager CDS	HM Simultest / Q1000	Drager	ARWB-0050
108756	Pump	Air Actuated Pump	SanDpiper	PolyPro 939679
109176	SCBA NEX-GEN	Air Pack Frame / RDSTF	Scott	RED0509020402DA
109178	SCBA NEX-GEN	Air Pack Frame / RDSTF	Scott	RED0510020526DA
109183	SCBA NEX-GEN	Air Pack Frame / RDSTF	Scott	RED0509020403DA
109190	SCBA NEX-GEN	Air Pack Frame / RDSTF	Scott	RED0510020406DA
109853	SafeSite PP 7	Wireless Detection System / UASI # 106892 2004 slb - PP #7	MSA	L07-2644695-004
109854	SafeSite PP 8	Wireless Detection System UASI # 106893 2004 slb - PP # 8	MSA	L07-2644695-003
109855	SafeSite PP 9	Wireless Detection System UASI # 106894 2004 slb - PP # 9	MSA	L07-2644695-002
109856	SafeSite PP 10	Wireless Detection System UASI # 106895 2004 slb - PP # 10	MSA	L07-2644695-001
109859	SIRIUS	Galaxy Kit UASI # 106887 2004 slb	MSA	B3-4384
109872	SafeSite	SafeSite Wireless Belt Bridge UASI # 107002 2004 slb	MSA	925-9115
109882	Modem	Motorola HPD 1000 data modem	Motorola	153CJT0025
109883	Toughbook - MDT	Panasonic Toughbook Laptop MDT	Panasonic	8HKS90162
E109117	Scott Air Bottle	4500 p.s.l. Scott Air Bottle / RDSTF	Scott	OP155089
E109123	Scott Air Bottle	4500 p.s.l. Scott Air Bottle / RDSTF	Scott	OP155217
E109127	Scott Air Bottle	4500 p.s.l. Scott Air Bottle / RDSTF	Scott	OP154692
E109137	Scott Air Bottle	4500 p.s.l. Scott Air Bottle / RDSTF	Scott	OP154725
E109143	Scott Air Bottle	4500 p.s.l. Scott Air Bottle / RDSTF	Scott	OP153709
E109147	Scott Air Bottle	4502 p.s.l. Scott Air Bottle / RDSTF	Scott	OP155316
E109150	Scott Air Bottle	4500 p.s.l. Scott Air Bottle / RDSTF	Scott	OP154678
E109162	Scott Air Bottle	4503 p.s.l. Scott Air Bottle / RDSTF	Scott	OP155244
E109163	Scott Air Bottle	4500 p.s.l. Scott Air Bottle / RDSTF	Scott	OP154648
E109165	Scott Air Bottle	4501 p.s.l. Scott Air Bottle / RDSTF	Scott	OP155226
No #	DMC 2000 S	DOCIMETER / RDSTF	MGP Instrument	674902
No #	DMC 2000 S	DOCIMETER / RDSTF	MGP Instrument	674901
No #	SIRIUS	SIRUS		A2-2319
No #	SIRIUS	SIRUS		A2-2303
No #	D610	DELL		CNOC4708-48643-59K-6009
No #	Suit Tester	Level A Chemical Suit Tester - UASI # PC 99173	DuPont - Tychem	R0502145518
No #	APD 2000	WMD Dectector 2002 TE-CX-0001 donated to PH from Tarpon Springs 1/2012	Environmental Technologies	1314
No #	Go Pro 3 Black	Go Pro 3 Black	Go Pro	

H38

Asset Number	Item Name	Description	Make / Manufacturer	Model / Serial Number
74673	Heat Tracer	Infrared Heat Tracer	ScotchTrack	32418
81263	Mobile Radio	Motorola MCS2000	Motorola	722AZA0774
81264	Mobile Radio	Motorola MCS2000	Motorola	722AZA0775
81343	APD 2000	WMD Detector - Smith's Detection	Environmental Technologies	1450
81360	Haz Kat Kit	Chemical ID Kit	Haztech Systems, Inc.	200302
81368	TVA	Toxic Vapor Analyzer / TVA 1000B	Thermo Env. Inst.	75920-831
81373	Laptop Computer	Dell Inspiron 8500	Dell	CN-00U838-12961-383-2613
81389	Weather Station	Portable Weather Station - Hazmat Weather Log	RainWise	12333 & 12334
87364	Ford Communication Vehicle	H38 - Communication vehicle - 1998 1FDXE40F4XHA18603	Ford E-450 / MobilTech	117673
87365	Generator	H38 - 7 kw generator	Power Tech	C183930E
108724	Radiation Pager	Radiation Pager / UASI # 97693 2004 slb	Sensor Tech	2528
108725	Radiation Pager	Radiation Pager / UASI # 97694 2004 slb	Sensor Tech	2529
108728	Hapsite	Head Space Sampling System / ODP UASI # 99392, 99393, 99395, 99398, 99399 2004 slb 05-DS-2N-08-62-01-456 2004	Hapsite	G5HS14E00502
108730	Radiation Pager	Radiation Pager / No UASI # on unit slb	Sensor Tech	25331
108731	Radiation Pager	Radiation Pager / No UASI # on unit slb	Sensor Tech	25330
108732	Radiation Pager	Radiation Pager / No UASI # on unit slb	Sensor Tech	25329
108740	Sems Base Unit	SCBA Reciever / RDSTF	Scott	B26060602
108743	Rit Pak 2	Rapid Intervention Pak / RDSTF	Scott	50010036Q
109184	SCBA NEX-GEN	Air Pack Frame / RDSTF	Scott	RED0509020390DA
109187	SCBA NEX-GEN	Air Pack Frame / RDSTF	Scott	RED0510020408DA
109709	SIRIUS	MSA SIRIUS Handheld MultiGas Detector	MSA	A3-2796
109790	Propane Flare	Manual Propane Flare - PFM-16	Red Dragon	
109865	Convert-a-com	Motorola Convert-a-com	Motorola	F082427459
109867	Portable Radio	Motorola Portable Radio XTS5000	Motorola	721CJP1998
109902	Laptop Computer	HP 8710 laptop	HP	CND90161D4
111640	HM Utility Vehicle	F550 - XL Super Duty 2007 - UASI # 102845 2005 slb	Ford	1FDAF57P27EB39636
117528	Squeeze Tool	Huskie PS 62B Squeeze tool	Huskie	09z009
E109125	Scott Air Bottle	4502 p.s.l. Scott Air Bottle / RDSTF	Scott	OP155223
E109126	Scott Air Bottle	4501 p.s.l. Scott Air Bottle / RDSTF	Scott	OP154687
E109133	Scott Air Bottle	4500 p.s.l. Scott Air Bottle / RDSTF	Scott	OP155240
E109136	Scott Air Bottle	4500 p.s.l. Scott Air Bottle / RDSTF	Scott	OP154574
E109139	Scott Air Bottle	4500 p.s.l. Scott Air Bottle / RDSTF	Scott	OP154789
E109142	Scott Air Bottle	4500 p.s.l. Scott Air Bottle / RDSTF	Scott	OP154718
E109154	Scott Air Bottle	4500 p.s.l. Scott Air Bottle / RDSTF	Scott	OP153969
No #	Hapsite	Gas Spectrometer - UASI # PC 99396 slb 12-1-09 old # 109111	Inficon - Hapsite	J5HS18AO1155
No #	Laptop Computer	Dell 610 Latitude / Hapsite - UASI # PC 99393 old # 109112 ...48643-567-7147	Dell	F8L5Q71
No #	Hapsite Heater	Headspace Heater w/ Concentrator Tubes - UASI # PC 99394	Inficon - Hapsite	930-252-G1
No #	Hapsite Getter Pump	Getter Pump - UASI # PC 99397	Inficon - Hapsite	930-425-P1
No #	DMC 2000 S	DOCIMETER / RDSTF	MGP Instrument	676179
No #	Radiation Portal	Johnson Portal Monitor	Johnson	1517
No #	CDC Survey Kits	2 each radiation survey kits LARGO ASSET	CDC	10048 & 10049
No #	Identifinder	Identifinder LARGO ASSET		3574-1151
No #	Go Pro 3 Black	Go Pro 3 Black	Go Pro	

H66

Asset Number	Item Name	Description	Make / Manufacturer	Model / Serial Number
61121	Chlorine A Kit	Chlorine A Kit	Indian Springs	A-6780
68110	Submarine	Salvage recovery vessel -	Quality Cont.	
81387	Sensidyne HM III Kit	Colorimetric WMD Test Kit	Sensidyne	
81390	Radio	XTS 5000	Motorola	721CFG0780
81391	Radio	XTL 5000	Motorola	500CFE2059
81393	Radiation Pager	Radiation Pager / UASI #	Sensor Tech	2538
81396	Radiation Pager	Radiation Pager / UASI #	Sensor Tech	2537
95765	HM Utility Trailer	H66 - Hackney Trailer -		1HHVTX215FE000463
108714	Radiation Pager	Radiation Pager / UASI #	Sensor Tech	2535
108721	Radiation Pager	Radiation Pager / UASI #	Sensor Tech	2526
108735	SCBA NEX-GEN	Air Pack Frame / RDSTF	Scott	RED0509020401DA
108737	SCBA NEX-GEN	Air Pack Frame / RDSTF	Scott	RED0510020483DA
108742	Sems Base Unit	SCBA Reciever / RDSTF	Scott	B18050568
108746	Rit Pak 2	Rapid Intervention Pak /	Scott	50900065Q
108753	Weather Pak	Portable Weather Station / UASI 05-DS-2N-08-62-01-	Fisher	9421
109180	SCBA NEX-GEN	Air Pack Frame / RDSTF	Scott	RED0510020489DA
109196	SCBA NEX-GEN	Air Pack Frame / RDSTF	Scott	RED0210020479DA
109198	T.I.C.	Thermal Imaging Camera /	Scott	EIC00219
109710	SIRIUS	MSA SIRIUS Handheld	MSA	A3-2778
109857	SIRIUS	Multigas Detector UASI #	MSA	A3-5838
109874	Hazcat	Hazcat Kit	Haztech Systems, Inc.	Basic Kit
109879	Modem	Motorola		
109886	MDT	Panasonic Toughbook	Panasonic	8HKSB90253
112115	LCD	LCD 3.3		
112863	Freightliner Tractor	2010 Freightliner M2/Crew -	Freightliner	1FUBCYBS7ADAN8870
117525	Squeeze tool	Huskie pipe crimper	Huskie	09Z001
120466	Radio	Motorola XTS5000	Motorola	721CEJ1089
E108751	HEPA VAC 2.5	2 Gallon HM Vaccum / AV	Air Systems	PO5J95261
E109118	Scott Air Bottle	4500 p.s.l. Scott Air Bottle /	Scott	OP154686
E109120	Scott Air Bottle	4500 p.s.l. Scott Air Bottle /	Scott	OP155323
E109124	Scott Air Bottle	4500 p.s.l. Scott Air Bottle /	Scott	OP155050
E109138	Scott Air Bottle	4500 p.s.l. Scott Air Bottle /	Scott	OP154811
E109144	Scott Air Bottle	4500 p.s.l. Scott Air Bottle /	Scott	OP154782
E109146	Scott Air Bottle	4500 p.s.l. Scott Air Bottle /	Scott	OP154774
E109153	Scott Air Bottle	4500 p.s.l. Scott Air Bottle /	Scott	OP154924
E109157	Scott Air Bottle	4500 p.s.l. Scott Air Bottle /	Scott	OP153683
E109170	Scott Air Bottle	4500 p.s.l. Scott Air Bottle /	Scott	OP154681
No #	Hazmat ID	Hazmat ID command sys w /laptop & repeat ir old #	Smiths Detection	012710106F
No #	Cooling Fan	Cooling Fan - UASI # PC 99498	Schaefer Ventilation	CS-110L
No #	DMC 2000 S	DOSIMETER / RDSTF	MGP Instrument	674989
No #	Exploranium	Hanheld Gama Spectrometer old # 108726	Exploranium	GR 135 NCD / 4522
No #	Go Pro 3 Black	Go Pro 3 Black	Go Pro	

APPENDIX D – SUPPLIES

Description	UOM	Qty	Description	UOM	Qty	Description	UOM	Qty
AR-AFFF foam	gal	100	Chlorine seals, A	ea	1	Medical bag	ea	1
Table, folding	ea	1	Chlorine seals, B	ea	1	Skimmer, pool	ea	1
Chairs	ea	6	Chlorine seals, C	ea	1	PCB screening kits	ea	4
Bench	ea	1	Wrench, bung	ea	1	Pesticide test kits	ea	4
Decon tent	ea	1	Siphon hose	ea	4	Tape, Hazmat scene	ea	1
Visquien, 10' X 100', 4 mil	roll	1	Broom, push	ea	2	Shovel, non-sparking	ea	1
Hose, garden, 50'	ea	2	Broom, corn	ea	2	Squeegee	ea	1
Cones, traffic	ea	12	Canopy, 12' X 12'	ea	1	Lock out tag out kit	ea	1
Privacy kits	ea	12	Boom, 8' x 4"	ea	10	Lights, scene	ea	1
Brush, decon	ea	1	TIC	ea	1	Soda ash, 5 gallon pail	ea	1
TSP	ea	2	Meter, Ammonia	ea	1	Saw horses	ea	2
Sprayer, 2.5 gallon	ea	1	White board	ea	2	Dyke & plug compound	ea	2
Pool, decon	ea	4	Tedlar bags, 3 ltr	ea	12	Raid 8 kits	ea	5
Pail, 5 gallon with lid	ea	6	Tedlar bags, 1 ltr	ea	12	M256A kit	ea	1
Evidence cans, 1 gallon	ea	6	Bio 20/20 kit	ea	5	Ammonia	gal	1
Evidence cans, quart	ea	6	M9 paper	roll	1	Vinegar	gal	1
Can, garbage, 30 gal	ea	1	M8 paper	roll	1	Blankets, disposable	ea	10
Tyvek jump suit, L	ea	12	Spillfyer strips	ea	12	Tools, assorted	ea	1
Tyvek jump suit, XL	ea	12	Draeger tubes, asst.			Hot stick	ea	1
Tyvek jump suit, XXL	ea	12	Draeger pump	ea	1	Body bag	ea	1
Boots, Tingley asst. sizes	ea	10	Copan swabs	ea	12	Decon conveyor	ea	1
Gloves, Nitrile	ea	12	SCBA, SEMS unit	ea	1	Sulphur Dioxide Seals A	ea	1
Gloves, Silver Shield	ea	12	Meter, Radiation, Canberra	ea	6	Sulphur Dioxide Seals B	ea	1
Tape, Chem	ea	6	Meter, Radiation, Ludlum	ea		Sulphur Dioxide Seals C	ea	1
Tape, Duct	ea	6	Pager, Radiation	ea				
Goggles	ea	6	SCBA, air packs with bottles					
Booties, Tyvek	ea	24	SCBA, bottles, spare					
Mask, N95	ea	12	Camera, Go Pro	ea	1			
Mercury Clean up kit	ea	1	Camera, 35 mm	ea	1			
Radios, Icom (state mutual aid)	ea		PH paper	ea	1			
Suit, level B, XL	ea	6	Peroxide test strips	ea	1			
Suit, level B, XXL	ea	2	Fluoride test strips	ea	1			
Suit, level C, XL	ea	6	Extension cord	ea	1			
Suit, level C, XXL	ea	2	Cool mist fan	ea	1			
Gloves, cryogenic	ea	2	Sodium bicarbonate, 5 gal. pail	ea	2			
Gloves, Neoprene	ea	6	Grounding kit	ea	1			
Gloves, Butyl	ea	6	ICS vests, asst	ea	1			
Gloves, Nitrile, 4 mil (EMS)	box	1	ICS clipboards	ea	1			
Gloves, Nitrile	ea	6	ICS vests, hazmedic	ea	1			
Gloves, PVC	ea	6	Hazcat kit	ea	2			
Gloves, Viton	ea	6	Shovel	ea	2			
Suit, Level A, L	ea	2	Ladder, step	ea	1			
Suit, Level A, XL	ea	2	Broom, handles	ea	2			
Suit, Level A, XXL	ea	2	Wood plugs, asst	kit	1			
Oil, vegetable, 48 oz	ea	10	Vacuum	ea	1			
Hazcat kit	ea	1	Extinguisher, asst	ea	1			
Gas can, 5 gal	ea	6	Compressor	ea	1			
Pan, catch	ea	2	Litters, patient	ea	2			
Absorbent, cellulose	bag	10	Sked	ea	1			
Absorbent, Abzorbit	bag	10	Bleach	ea	1			

Sleeves, pipe clamp, asst. sizes			Soap	ea	1
Drum, overpack 30 gallon	ea	1	Clamp, gas line, Huskie	ea	1
Drum, overpack 55 gallon	ea	1	RIT bag	ea	1
			A/C unit	ea	1
Cribbing, asst. sizes			SCBA, masks		
Bags, burlap	ea	12	PAPR, Scott	ea	4
Chlorine kit, A	ea	1	Filters, Scott P100	ea	24
Chlorine kit, B	ea	1	Filters, Scott 45132	ea	6
Chlorine kit, C	ea	1	Binoculars	ea	1
Sulfur dioxide seals, A	ea	1	Pump, transfer	ea	1
Sulfur dioxide seals, B	ea	1	Decon, shower	ea	1
Sulfur dioxide seals, C	ea	1	Clamp, dome lid	ea	1

APPENDIX E – PROVIDER AGENCIES

City of Largo
P.O. Box 296
Largo, FL 33779
ATTN: City Manager

Palm Harbor
Special Fire Control & Rescue District
250 West Lake Road
Palm Harbor, FL 34694
ATTN: Chairman, Board of Commissioners

City of Pinellas Park
P.O. Box 1100
Pinellas Park, FL 33780
ATTN: City Manager

City of Seminole
9199 113th Street North
Seminole, FL 33772
ATTN: City Manager

City of St. Petersburg
175 Fifth Street North
St. Petersburg, FL 33701
ATTN: Mayor's Office

APPENDIX F – DRONE PROGRAM

PURPOSE:

To establish guidelines for safe, efficient and lawful aerial operation of a small unmanned aircraft systems (sUAS) aka drone(s) at emergency incidents in accordance with 14 CFR Part 107 by those qualified to operate the drone fully in accordance with said regulations and other applicable laws.

GENERAL POLICY:

Location.

- Drone and its support equipment will be housed at a special operations fire station to be determined by the Director of Pinellas County EMS & Fire Administration and Contractor's Fire Chief.

Request for Drone.

- Incident command shall request deployment of the drone through 911 emergency communications department (911). 911 shall dispatch the unit and special operations personnel will respond pending appropriate flight personnel are available and the pilot in command (PIC) evaluates the mission for safe operation. The PIC is authorized decline any mission that cannot be completed safely.


Team Composition.

- Drone shall be operated with a minimum of two members consisting of the pilot in command and visual observer/
 - **Pilot in Command (PIC):** The PIC will function as the team leader and fly the sUAS. PIC may also supervise non-certificate holders (Persons Manipulating the Flight Controls) flying the drone as long as the PIC has the ability to immediately take direct control of the sUAS.
 - **Person Manipulating the Flight Controls (PMFC):** Any person being directly supervised by the PIC where the PIC can immediately take control of the sUAS.
 - **Visual Observer (VO):** The visual observer(s) is responsible for the visual observation of the sUAS while in flight to ensure that the PIC is aware of any conditions which will affect the safety of the flight.
- **Team Qualifications:**
 - **PIC:** Must either hold a remote pilot airman certificate with a sUAS rating or be under the direct supervision of a person who does hold a remote pilot certificate.
 - To qualify for a remote pilot certificate, a person must:
Demonstrate aeronautical knowledge by either passing an initial aeronautical knowledge test at an FAA-approved knowledge testing center;
or
Hold a part 61 pilot certificate other than student pilot, complete a flight review within the previous 24 months, and complete a small UAS online training course provided by the FAA. Part 61 pilot certificate holders may obtain a temporary remote pilot certificate immediately upon submission of their application for a permanent certificate

PMFC and VO: Flight crew positions shall have knowledge of the sUAS, its capabilities and general aeronautical knowledge in order to support the PIC during sUAS operations.

- **Training:**
 - **PIC:** Pinellas County will provide training materials for the PIC to sit for the aeronautical knowledge test. Training shall consist of any of the following delivery methods: self-study, online, text book and/or in-person training.
 - **PMFC and VO:** Pinellas County will provide the resources utilized by the PIC, and the PMFC and VO shall review and show comprehension to the extent where the PIC is comfortable with their knowledge and assistance while flying.
- **Documentation:**
 - **Flight Log:** PIC is responsible for filling out a flight log notebook documenting any repair, modification, overhaul, and/or replacement of a component, time in flight, weather conditions, sUAS issues and crash details.
- **Funding:** See 701C
- **Privacy:** sUAS will not capture or retain imagery of private property or persons where doing so would violate a reasonable expectation of privacy.
- **FAA Regulations:** All sUAS operations will follow all FAA rules and regulations to ensure safe operation of all parts of the sUAS program.

APPENDIX G – REIMBURSEMENT FORM

		SPECIAL OPERATIONS TRAINING REIMBURSEMENT FORM		
Agency				
Course Name				
Date/Time/Shift				
Location				
Training Hours				

	Student Name	Rank	Straight Time (ST) Overtime (OT) Backfill (BF)	Backfill Name	Rank	Hours Worked	Hourly Rate w/ benefits	Total Cost
1							\$ -	\$ -
2							\$ -	\$ -
3							\$ -	\$ -
4							\$ -	\$ -
5							\$ -	\$ -
6							\$ -	\$ -
7							\$ -	\$ -
8							\$ -	\$ -
9							\$ -	\$ -
10							\$ -	\$ -
11							\$ -	\$ -
12							\$ -	\$ -
13							\$ -	\$ -
14							\$ -	\$ -
15							\$ -	\$ -
16							\$ -	\$ -
17							\$ -	\$ -
18							\$ -	\$ -
19							\$ -	\$ -
20							\$ -	\$ -
21							\$ -	\$ -
22							\$ -	\$ -
23							\$ -	\$ -
24							\$ -	\$ -
25							\$ -	\$ -

	TOTAL Reimbursement Amount:	\$ -
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<i>Print Name & Title</i>	<i>Submitted By - Authorized Signature</i>	<i>Date</i>