

2023

FIRE PROTECTION SERVICES AGREEMENT

**Gandy Fire Control District and
Highpoint Fire Control District (East)**

CITY OF ST. PETERSBURG

OCTOBER 1, 2023

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

FIRE PROTECTION SERVICES AGREEMENT

AGREEMENT made this 31st day of October, 2023, between the CITY OF ST. PETERSBURG, a Florida municipal corporation ("Contractor"), and PINELLAS COUNTY ("County"), by and through its Board of County Commissioners, ("Board").

RECITALS:

1. The Board is the governing body of the Pinellas County Fire Protection Authority created by Chapter 73-600, Laws of Florida, for the purpose of establishing and implementing a permanent plan of fire protection for the County, determine minimum service levels, establish uniform standards for fire hydrants, implement County-wide reciprocal, mutual, or outside assistance programs, and to cause to be provided Fire Protection Services throughout unincorporated County. Chapter 73-600, Laws of Florida, became an ordinance of Pinellas County pursuant to Section 5.02 of the Pinellas County Charter in 1980.
2. The Board has determined that a coordinated Fire Protection Services County-wide system with centralized communications, standardized operating procedures, and automatic aid is in the best interest of the public's life safety, protection of property, and firefighters' safety and welfare.
3. Pursuant to Chapter 73-600, Laws of Florida; Chapter 80-590, Laws of Florida (the Pinellas County Home Rule Charter); and Chapter 62, Article II, of the Pinellas County Code (collectively, "Special Act"), the Board has divided the County into Fire Districts for the purposes of its regulatory powers and responsibilities, and created Municipal Services Taxing Units ("MSTUs") over the unincorporated portions of such districts for tax assessment purposes, which became operative after the approval by the electors of such districts at a properly held referendum by electors in the unincorporated areas of the County.
4. Board is authorized to enter into agreements for Fire Protection Services, and Contractor wishes and is able to provide Fire Protection Services within the unincorporated portions of its fire district or districts (as defined in Appendix D).
5. The Board will compensate Contractor for providing Fire Protection Services within the unincorporated portions of its fire district or districts (as defined in Appendix D).

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.** Gandy Fire Control District Funding Methodology Profile
- Appendix B.** Fire Protection Services Contractors
- Appendix C.** Supplemental Financial Information
- Appendix D.** Fire Control Districts
- Appendix E.** Highpoint Fire Control District (East) - Primary Service Area
- Appendix F.** Highpoint Fire Control District (East) Proportional Share Funding Methodology

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

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

- a. Respond with firefighting apparatus and personnel to the scene of a fire, life safety-related emergency, man-made or natural disaster, or public service request.
- b. Take command and control of the emergency scene, contain any fire, and mitigate any hazards at a fire scene.
- c. Investigate any fire within the Fire District to determine the cause and origin.

- d. Inspect all commercial, industrial, and multi-family dwellings within the Fire District for compliance with the Florida Fire Prevention Code.
- e. Conduct plan reviews, as requested by the County's Building and Development Review Services Department ("Building Department"), fire inspections, sprinkler tests, fire alarm tests, and final fire inspections within the Fire District, in accordance with the Florida Fire Prevention Code.
- f. Conduct and maintain immediate access to fire pre-plan documents for all commercial, industrial, and multi-family dwellings within the Fire District. Provide education programs to the public in fire prevention, life safety, and disaster preparedness.
- g. Upon notification by the 9-1-1 Center of an emergency request, Contractor shall provide Fire Protection Services in accordance with the Automatic Aid/Closest Unit Response Agreement. The Firefighting Apparatus and Unit(s), which are predetermined to be the closest to the emergency scene by the Run Cards, then in effect shall be dispatched without regard to Fire District or jurisdictional boundaries.
- h. Response times must meet the minimum standards as established in this Agreement.
- i. The allotted Firefighting Apparatus must at all times be staffed with a minimum of three (3) Personnel to operate on all emergency and non-emergency calls. Apparatus staffing must include at least one firefighter that is trained and designated as a company officer.
- j. Performance must be consistent with approved fire standards and compliant with the 600 Series Pinellas County Fire Departments Standard Operating Procedures.
- k. Conduct of Personnel must be professional and courteous at all times. Crews must wear uniforms that clearly identify them as fire department employees.
- l. The Contractor is responsible to ensure that equipment is maintained for optimal performance.
- m. The Contractor shall require Personnel to gather and enter data into the electronic fire reporting system furnished by Pinellas County for every incident responded to by the Contractor. The Company Officer is responsible for ensuring the accuracy and completeness of such reports.
- n. Upon notification of a State of Emergency within Pinellas County, Contractor will coordinate its firefighting resources with the County's Emergency Operations Center's corresponding emergency support function desk, given the nature of the event or disaster, and shall proceed in accordance with applicable plans and protocols.

Such services, contained herein, shall be provided in accordance with the terms and conditions of this Agreement. The specific terms and conditions of this Agreement shall govern and prevail over this Section 104.

ARTICLE II **DEFINITIONS**

SECTION 201. WORDS AND TERMS. Unless the context otherwise requires, capitalized terms used herein shall have the following meanings ascribed to them:

"Adopted Budget" means Contractor's legislatively or officially adopted budget for the Fiscal Year, in accordance with Section 409.

"Annual External Audit" means the audit conducted by a certified public accounting firm retained by Contractor to state the income, expenditures, and fund balances for the prior Fiscal Year. The Annual External Audit shall include a summary report prepared by Contractor on forms provided by the County and be attested to by Contractor's auditor.

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

"Automatic Aid/Closest Unit Response Agreement" means the agreement by and between every political subdivision and Fire Control District within Pinellas County dated October 16, 1990.

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

"CAD" means computer-aided dispatch.

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

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

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

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

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

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

"Fire District" where capitalized means the unincorporated area of the Fire Control District(s) designated by Board pursuant to the Special Act and shown on Appendix D attached hereto and made a part hereof. Where such term is not capitalized, the term shall mean the entirety of the incorporated and unincorporated portions of the 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 an individual, trained and certified in accordance with Chapter 633, Florida Statutes, as applicable, that functions as a firefighter, fire officer, or command officer employed by Contractor.

"Firefighting Apparatus" means emergency vehicles provided by Contractor, which are constructed and equipped to meet or exceed NFPA 1901 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 and special fire districts within Pinellas County, established to provide Fire Protection Services.

"Fire Prevention Code" means fire and life safety codes adopted by County and 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 County and, to be eligible to receive any County funding for such fire station construction, must be approved by the County.

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

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

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

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

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

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

"9-1-1 Center" means the 9-1-1 Regional Communications Center operated and maintained by the County for the purpose of receiving 9-1-1 calls from citizens.

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

"Response Time" means the period of time commencing when a Firefighting Apparatus or Unit is dispatched to 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 Chapter 73-600, Laws of Florida, Chapter 80-590; Laws of Florida (the Pinellas County Home Rule Charter), approved on October 7, 1980; and Chapter 62, Article II, of the Pinellas County Code.

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

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

SECTION 202. TERMS GENERALLY. Whenever the context may require, any pronoun shall include the corresponding masculine, feminine, and neutral 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
FIRE STATION LICENSE FOR STATION 14 FOR
HIGHPOINT FIRE CONTROL DISTRICT (EAST)

SECTION 301. POSSESSION AND USE OF FIRE STATION 14. Contractor shall be granted possession of the Premises immediately on October 1, 2023 at 12:00:00 a.m. and shall be entitled to full use of said Premises. Contractor covenants that the Fire Station with the Highpoint Fire Control District (East) Primary Service Area ("Premises") during the Term and any 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 Contractor 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 Contractor's control or the Contractor's duty to provide fire services for the Primary Service Area(s) terminates pursuant to the terms of this Agreement. This license is made on the express condition that the Premises shall be used only in conformance with all applicable laws and ordinances. Contractor shall not make or permit any offensive or unlawful use of said Premises. All rights of Contractor hereunder may be terminated by the County in the event that any other use be made thereof.

SECTION 302. 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 Contractor with Contractor funds not provided by the County or Authority shall be owned by the Contractor. All such Personal Property installed by the Contractor located on the Premises may be removed by Contractor, provided that said removal is accomplished prior to the expiration of the Term or any Renewal Term. Contractor, at its own expense, shall repair any damage which may be caused by such removal. Contractor'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.

SECTION 303. UTILITIES. Contractor 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 or claim by Contractor, resulting from any interruption in utility services.

SECTION 304. MAINTENANCE AND SERVICES.

(a) **Maintenance and Services.** The Contractor shall be responsible for all maintenance and services to the Premises. The Contractor 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.

(b) **Station Equipment and Furnishings.**

Station equipment and furnishings purchased with Highpoint Fire Control District funds will remain with each station.

(c) **Building Repairs and/or Replacement.**

The County will reimburse the Contractor for approved building repairs and/or replacement (for those items determined by the County to have reached the end of their useful life) including, but not limited to the following:

- Roof
- HVAC system,
- Electrical panels and electrical generator
- Fire Station radio/encoder
- Apparatus bay doors and garage door openers
- Refrigerator, stove, microwave oven, hood system and ice machine
- Furniture to include beds, tables, chairs, desks, television/television stand
- Bathroom fixtures to include toilets, sinks and showers

To ensure uninterrupted emergency operations the Contractor will handle the procurement of equipment and/or services after pre-approval of quote(s) by County staff. A Contractor request for pre-approval shall be deemed approved if County staff does not disapprove within one (1)

week of Contractor's request for pre-approval. If Contractor request is for an unexpected repair and/or replacement where time is of the essence, including but not limited to major plumbing leak, generator, electrical or HVAC failure, Contractor and County staff will use their best efforts to coordinate a timely response, and Contractor request shall be deemed approved if County staff does not disapprove within twenty-four (24) hours. The Contractor will coordinate with vendors, oversee any projects, and pay the vendor. Contractor will seek reimbursement from the County by providing copies of purchase orders, invoices, and proof of payment.

SECTION 305. DESTRUCTION OF PREMISES. If the Premises shall, without fault of Contractor, be destroyed by fire, storm, or other casualty or be so damaged thereby as to become wholly or partially uninhabitable, 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 or to provide a successor facility. In such event, this License shall remain in force and County shall rebuild or repair the Premises, or provide a successor facility 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 or providing a functionally equal successor facility. If County elects not to restore or rebuild or provide successor facility, this Agreement shall terminate at the end of such one hundred twenty (120) days.

SECTION 306. ASSIGNMENT AND SUBLETTING. The Contractor shall not assign or in any manner transfer this License 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.

SECTION 307. ALTERATIONS, MECHANIC'S LIENS.

(a) Contractor has no property interest in the real property and 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. Contractor shall pay for all charges for labor, services, and materials used in connection with any improvements or repairs to the licensed Premises undertaken by Contractor. 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 term of this Agreement.

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

SECTION 308. COVENANT AGAINST LIENS. Contractor 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 Contractor with respect to the Premises or any part thereof, are hereby charged with notice that they must look to Contractor to secure payment of any bill for work done or material furnished or for any other purpose during the term or any renewal term of this agreement.

SECTION 309. SIGNS. Any signs, including awnings, to be used in connection with the Premises are at Contractor's expense and must have County's written approval before installation. County's approval may not be unreasonably withheld.

SECTION 310. OBSERVANCE OF LAWS. Contractor 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.

SECTION 311. 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 Contractor's business, except as is naturally necessitated by the nature of the inspections or tests being effectuated. 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 Contractor's use of the Premises.

SECTION 312. SURRENDER AT END OF TERM. Upon the expiration of the Term or Renewal Term or sooner termination of this Agreement, or upon the County providing successor facilities, Contractor 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 Contractor is not required to restore or remedy under other terms and conditions of this Agreement. The removal of Personal Property shall be in accordance with Section 302. B. of this Agreement. In the alternative, if the County so desires, at County's sole discretion, Contractor shall remove all improvements constructed by the Contractor on the Premises at Contractor's sole cost and expense returning the Premises to a condition reasonably similar to its condition at the execution of this Agreement. The County may provide successor facilities for all, or portions of the fire stations within the Primary Service Area during the term or renewal term of this Agreement. Upon such successor facility being made available, upon the written direction of the County, Contractor shall vacate the existing Premises and assume the responsibility of relocating the Fire District's equipment and furnishings within thirty (30) days, or such longer period authorized by the County in writing. In such event, the successor facilities shall also be deemed the Premises from that point forward.

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, utilized for fire suppression, shall be continuously staffed 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 Fire District.

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

SECTION 402. RESPONSE TIME.

(a) **Emergency Requests.**

Response Time to not less than ninety percent (90%) of all Emergency Responses 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 subsection (a) shall not be applicable to Emergency 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 two (2) and three (3) below.

(2) Remote areas such as offshore, Caladesi Island, Courtney Campbell Causeway, Fort Desoto Park, Gandy Bridge, Howard Frankland Bridge and the Sunshine Skyway Bridge or any other area where County finds the Response Time standards should be waived based upon the response distance and/or low volume of calls. Contractors may request that other areas

be excluded from the Response Time standards for good cause. Any such waiver may be granted by County.

- (3) Should Contractor experience an Uncontrollable Circumstance, Contractor shall, as a condition precedent to the right to claim an Uncontrollable Circumstance, notify the County within three (3) business days of when Contractor becomes aware of the Uncontrollable Circumstance.
- (4) Downgraded calls which occur, based on additional information such as from 9-1-1 Center or first Unit arrival, will be excluded from determining Response Time performance.
- (5) The exemptions provided for in this subsection (b) are exhaustive and no other cause of poor Response Time performance shall be allowed as exemption to these Response Time requirements and reporting provisions.

SECTION 403. CONTINUING EDUCATION AND TRAINING. 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. County and Contractor shall work collaboratively with other Contractors, St. Petersburg College and other stakeholders to assess the needs for regionalized fire training facilities to maximize operational and financial efficiency. County and Contractor shall seek funding sources and partnerships to develop and maintain regional fire training facilities.

SECTION 404. STANDARD PRACTICES.

(a) **Standard Practices.** Contractor shall ensure that its policies and standard operating procedures and actions are consistent with those countywide standard operating procedures approved by the Pinellas County Fire Chiefs Association at all times and shall correct any deviations.

(b) **Ride-Alongs.** Contractor may allow the County or its representative, in the performance of their duties, to ride in Contractor's Firefighting Apparatus or Units during responses to Emergency Requests. Such representatives shall conduct themselves in a professional and courteous manner, shall not interfere with Contractor's employees in the performance of their duties, and shall at all times be respectful of Contractor's employee/employer relationship. The County, or its representatives, shall provide proof of employment, proof of

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

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

SECTION 405. PERSONNEL.

(a) **Training and Qualifications.** All individuals 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, as required to perform the work the individuals are to perform, 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 its standard of conduct.

(c) **Working Conditions.** Contractor shall ensure 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, the Contractor may withdraw that jurisdiction's responses from the Run Card system and retain control locally of all responses of that agency's emergency units. Normal operation will be resumed by the 9-1-1 Center upon notification by the Contractor. During such periods, Contractor shall be released from the requirements of Section 402. When Disaster assistance has been terminated, Contractor shall notify the County that Contractor is able to resume normal operations.

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

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

SECTION 407. AUTOMATIC AID/CLOSEST UNIT RESPONSE. Upon notification by the 9-1-1 Center of an Emergency Request, Contractor shall provide Fire Protection Services in accordance with the Automatic Aid/Closest Unit Response Agreement. The Apparatus and Unit(s) which are predetermined to be the closest to the emergency scene by the Run Cards shall be dispatched without regard to Fire District or jurisdictional boundaries. Contractor's authorized representatives will periodically, or at the request of the County, update their Run Cards to ensure their accuracy and coordinate any changes with any other affected contractors.

The County, with the consent of Contractor, may update and manage the applicable Run Cards.

SECTION 408. FIRE REPORTING SYSTEM. Contractor shall gather and enter data into the countywide electronic fire reporting system provided by the County for every fire incident responded to by Contractor's Personnel. Design, procurement, operating costs of this information system shall be the responsibility of the County.

The database of the electronic fire reporting system shall be fully comprehensive, including complete and integrated information on all Fire Protection System activities. Contractor shall require its Personnel to comply with the completion of all fire incident reports and data entry requirements to ensure the accuracy and completeness of such reports, as approved and periodically revised, by Contractor and the County. The Contractor and County agree that procedures used to 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 County with the Annual External Audit, prepared by Contractor's external auditor, certifying the amount of monies received from the County and the actual amount expended by Contractor for Fire Protection Services for the preceding Fiscal Year. Such annual external audit shall determine any

Unexpended Funds. The Auditor shall attest to the "Supplemental Financial Information" report in Appendix C. The Annual External Audit and Supplemental Financial Information shall be submitted to the County within twenty (20) calendar days after its receipt by the Contractor. Funds paid to Contractor in excess of amounts actually expended shall be returned to the County within thirty (30) calendar days of the County's review and acceptance of Contractor's Annual External Audit.

(b) Budget Request Submission. Each Year Contractor shall submit to the County Contractor's projected Budget Request for providing Fire Protection Services described herein. Such budget shall be prepared in accordance with budget preparation instructions provided each Fiscal Year by the County and shall set forth the costs of providing the services described herein. The County shall review the budget and may make recommendations for such changes as it deems necessary or appropriate. Contractor's budget for the subsequent Fiscal Year must be submitted by the date specified by the County as the Fire District MSTU Millage Rate will be based on the Board's consideration of this budget submission.

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

(d) Capital Expenditures. Contractor shall prepare a capital expenditure plan for financial planning purposes, which may include, but is not limited to, facility construction and maintenance, staff and command vehicles, self-contained breathing apparatus, communications, and other 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 shall project forward a minimum of five (5) Fiscal Years in accordance with Appendix A. Any modification of the capital expenditure plan, Appendix A, must be agreed to in writing by the Parties.

(e) Reserve for Future Years. Contractor shall request funds to be reserved for future year's major capital improvement projects, which include land purchase, facility construction and renovation, Firefighting Apparatus, and equipment replacement plans. Contractor shall provide a written project justification, designate the amount to be reserved each year, and request funding for capital expenditures projecting forward for a minimum of ten (10) years for Firefighting Apparatus and twenty-five (25) years for fire station construction and land

acquisition costs.

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

SECTION 411. FIRE PREVENTION AND CODE ENFORCEMENT.

(a) **Fire Inspections.** Contractor shall conduct periodic fire inspections of all commercial, industrial, and multi-family dwellings in the Fire District, in accordance with the Fire Prevention Code. Contractor shall ensure that water flow testing, fire alarm testing, and other related services or inspections are conducted, as necessary. Any fees charged by the Contractor for fire inspections shall not exceed those fees charged within the Contractor's municipal area. The County is not responsible for any payments associated with fire inspections.

(b) **Plan Review and Final Fire Inspections.** Contractor shall conduct plan reviews, fire inspections, sprinkler tests, fire alarm tests, final fire inspections, and other related services in the unincorporated area of the Fire District, in accordance with the Fire Prevention Code. County shall make building plans available to the Contractor for pickup and review. Final inspections shall be on the date and time agreed to by the building contractor, Contractor's Fire Department, and County's Building Department. Any fees charged by the Contractor for plan reviews, and final fire inspections shall not exceed those fees charged within the Contractor's municipal area. The County is not responsible for any payments associated with plan reviews and final fire inspections.

(c) **Code Enforcement Standards.** Contractor shall interpret and enforce the Florida Fire Prevention Code in the Fire District, consistent with the interpretations of any prevailing regulatory authority. Contractor shall interpret and enforce only the Florida Fire Prevention Code and shall not interpret or enforce any building codes in the unincorporated area, except as they relate to fire or life safety issues.

(d) **Complaint Resolution.** Any complaints received by Board or County from builders, contractors, property owners, or citizens relating to plan reviews, fire inspections, sprinkler tests, fire alarm tests, final fire inspections, and other related services in the unincorporated area of the Fire District, will be forwarded to Contractor for investigation.

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

(e) **Property Identification.** Contractor shall, as manpower permits, enforce Chapter 170, Article I, Section 4, of the Pinellas County Code in the Contractor's Fire District(s) 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 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, and hurricane preparedness). The programs may be developed by the Contractor or in coordination with the Fire Protection System or the County.

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

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

SECTION 416. EMERGENCY MEDICAL SERVICES ALS FIRST RESPONDER SERVICES.

Contractor shall also provide Emergency Medical Services ALS First Responder services in the Fire District. These services will be provided in accordance with Chapter 80-585, Laws of Florida and Chapter 54 of the Pinellas County Code as amended from time to time. Such services shall be under the auspices of the Pinellas County Board of County Commissioners sitting as the Pinellas County Emergency Medical Services Authority ("EMS Authority") and shall be conducted in the same manner as required by the Emergency Medical Services ALS First Responder Agreement then in force between Contractor and EMS Authority. During the term and any extension of this Agreement, for services within the Fire District, Contractor will be compensated for such Emergency Medical Services ALS First Responder Services as a separate additional lump sum line item in such Emergency Medical Services ALS First Responder Agreement. The Emergency Medical Services ALS First Responder Agreement then in force between the Contractor and the EMS Authority shall control over all other agreements in force between Contractor and the EMS Authority with respect to all matters related to the provision of Emergency Medical Services ALS First Responder services.

ARTICLE V

DUTIES AND RESPONSIBILITIES OF COUNTY

SECTION 501. COUNTY ROLE AS THE FIRE PROTECTION AUTHORITY. The Authority was established to implement a permanent plan of fire protection for the County and each of its municipalities, including, but not limited to, determining minimum service levels, uniform standards for fire hydrants, implement County-wide reciprocal, mutual, or outside assistance programs, and to cause to be provided Fire Protection Services throughout Pinellas County. Since 1973, the sophistication and utilization of the entire emergency services system has increased dramatically. In keeping with the spirit of the Special Act, the County coordinates and facilitates advancements in policies, standards, technology, and special projects to enhance and improve the Fire Protection System. The County shall not interfere with the dally operations of Contractor in providing Fire Protection Services. The County shall perform all functions as indicated, pursuant to Pinellas County Home Rule Charter, Chapter 62, Article II, of the Pinellas County Code, and the Pinellas County Charter.

SECTION 502. AUDIT AND INSPECTION. Representatives of the County may observe Contractor's operations at any time during normal business hours, and as often as may

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

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

ARTICLE VI **INSURANCE**

SECTION 601. MINIMUM INSURANCE REQUIREMENTS. Contractor shall be self-insured or shall pay for and maintain at least the following insurance coverage and limits as listed below. Insurance coverage and limits shall be evidenced by delivery to the Board 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 Board, and listing all carriers issuing said policies; and a certified copy of each policy, including all endorsements. Where applicable, Contractor shall submit to Board 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, Contractor does not waive any immunity or limitation of liability it may have under the doctrine of sovereign immunity or Section 768.28, Florida Statutes. The following insurance 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, F.S., should the State Legislature change these limits, coverage consistent with law 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 Board 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 Board. Contractor shall also notify Board 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 Board or County for payment of premiums or assessments for any deductibles which all are at the sole responsibility and risk of Contractor.

(c) The Board 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 Board or the County, to any such future coverage, or to County's Self-Insured Retention of whatever nature.

SECTION 603. LIABILITY. Contractor and Board 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, County, or Board. Nothing herein shall be construed as consent by Contractor or Board to be sued by third parties in any manner arising out of this Agreement. Contractor is not liable for the causes of action arising out of the negligence of the Board, its employees or agents, or arising out of the negligence of any persons or entities contracted by, appointed by, or approved by the Board to provide services related to this Agreement (including, but not limited to, other Contractors). This Section 603 shall survive expiration or earlier termination of this Agreement.

ARTICLE VII
COMPENSATION AND OTHER FINANCIAL PROVISIONS

SECTION 701. COMPENSATION.

- (a) **Gandy Fire Control District.** The Board shall review and approve Contractor's Budget Request, in accordance with Chapter 62, Article II, of the Pinellas County Code, and other applicable law. Approval shall not be unreasonably withheld. County shall calculate the annual compensation as the percentage of unincorporated area multiplied by the lower amount of the initial Budget Request or the Adopted Budget. The percentage of unincorporated area within the Fire District shall be calculated in accordance with Chapter 62, Article II, of the Pinellas County Code. The County shall pay Contractor monthly in arrears for the provision of Fire Protection Services beginning after October 1 of a given Fiscal Year in the amount of 1/12 of the annual compensation. The compensation methodology shall comply with Appendix A.
- (b) **Highpoint Fire Control District (East).** As consideration for such Fire Protection Services, as described herein, the County shall pay Contractor annual compensation. Contractor shall be paid monthly in arrears and payments shall be (approximately) equal installments beginning October 2023. Annual compensation shall be based on the agreed Proportional Share Funding Methodology in Appendix F.

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

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

SECTION 704. FUNDS TO BE USED SOLELY FOR FIRE PROTECTION SERVICES. Contractor recognizes that funds provided pursuant to the Agreement are derived from ad valorem taxes collected from MSTUs and must be dedicated solely to the provision of Fire Protection Services. Contractor, therefore, agrees that funding provided under this Agreement will be used strictly for the provision of the services described herein. Contractor shall not use funds for non-operating purposes, including, but not limited to, gifts, donations, goodwill, and travel expenses in excess of rates specified by applicable law, municipal policy, or Section 112.061, Florida Statutes.

SECTION 705. OTHER FUNDS. Money acquired through special programs, projects, gifts, or funds received through fundraising efforts will not be used by the County to offset the Fire District's Budget Request or the Approved Budget but shall be used for direct benefit of the Fire District. However, funds from interest earned by the investment of Fire District funds and funds from other Fire Protection Services Agreements shall be used to offset the Fire District's Final Approved Budget. Funds provided to Contractor through any County EMS Agreement will be used to offset Fire District Budget Request or Approved Budget if the Contractor's budget process combines both Fire and EMS funding into one document for review by the County. Contractor shall ensure that personnel cost reimbursements from the Authority for special operations training, continuing medical education instruction, public education, or other reimbursements are not funded twice (i.e. funding provided in the submitted budget and reimbursement made by the Authority.)

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

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

ARTICLE VIII **TERM AND TERMINATION**

SECTION 801. TERM OF AGREEMENT. The initial term of this Agreement shall be for five (5) years, commencing October 1, 2023 and ending at midnight September 30, 2028, unless this Agreement is earlier terminated as provided for herein. This Agreement may be extended for an additional five (5) year period following the initial term, provided that the Parties mutually agree in writing to such extension which is subject to County and Contractor approval prior to July 1, 2028. References in this Agreement to "Term" shall include the initial term of this Agreement and all extensions thereof.

SECTION 802. TERMINATION AND DISPOSITION OF ASSETS.

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

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

(b) **Termination by Contractor.** Contractor may terminate this Agreement by giving to County 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 County under this or any prior Fire Protection Services agreement are held by Contractor in trust for the benefit of the taxpayers of the Fire District; and that County has all rights and powers of enforcement with respect to such trusts.
- (ii) **Assets Paid for by County.** Upon termination of this Agreement, Contractor shall return to County, for the use and benefit of the taxpayers, all assets purchased with funds provided to Contractor under this or any prior Fire Protection Services Agreement with the County. County will assume any obligation on such assets which was incurred in accordance with the terms of this Agreement.
- (iii) **Assets Paid for by Contractor.** Any assets which were purchased solely with funds other than those provided by County to Contractor under this, or any preceding Fire Protection Services Agreement, shall remain the property of Contractor.
- (iv) **Assets Paid for by both Contractor and County.** In case of any asset purchased under this or any prior Fire Protection Services Agreement with funds of both Contractor and the County, Contractor and County shall determine the fair market value of such asset and then shall prorate such fair market value according to the respective interest of both Contractor and the County. In the event Contractor desires to retain said asset, Contractor shall pay to County an amount equal to County's interest in said asset. In the event that County desires to retain said asset, County shall pay to Contractor an amount equal to Contractor's interest in said asset. If neither Contractor nor the County desires to retain said asset, then the asset will be sold at public sale to the highest bidder and the net proceeds distributed according to the respective interest of each of Contractor and the County

- (v) Intangible Assets. Upon termination of this Agreement, Contractor shall also return to County all unexpended monies received from the County, pursuant to this or prior Fire Protection Services Agreements, including monies in reserve or in any bank account, but not earned as compensation for services provided.
- (vi) Date to Return Assets. The return of any assets and funds shall be executed and completed upon the effective date of termination, as specified in the termination notice.
- (vii) List of Assets. In connection with the return of assets and funds, Contractor shall submit to County a list of the capital assets, along with a list of the accounts held in Contractor's name, which are held in conjunction with this Agreement.
- (viii) Debt Resolution. Contractor is responsible for all pro-rated debts incurred in the performance of the obligations of this Agreement.

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

SECTION 804. RESOLUTION OF DISPUTES. Resolution of any controversy or dispute that may arise under this Agreement shall be resolved in a timely manner. Parties shall establish a committee consisting of representatives of Contractor, the County, and of a Fire Service Provider mutually acceptable to Contractor and the County. The committee shall meet as the circumstances may deem necessary to resolve controversies and disputes. If the committee fails to resolve the dispute, either Party may pursue its legal remedies, including but not limited to, filing a complaint in the appropriate court possessing competent jurisdiction upon satisfaction of all statutory conditions precedent thereto.

ARTICLE IX
MISCELLANEOUS

SECTION 901. NON-DISCRIMINATION IN EMPLOYMENT. The Contractor 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. Contractor agrees 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. The Contractor will post in conspicuous places, available to all employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause.

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

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

If to Contractor: See Appendix B

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

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

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

SECTION 906. WAIVER. Unless otherwise specifically provided by the terms of this Agreement, no delay or failure to exercise a right resulting from any breach of this Agreement shall impair such right or shall be construed to be a waiver thereof but such may be exercised from time to time and as often as may be deemed expedient. Any waiver shall be in writing and signed by the Party granting such waiver. If any representation, warranty, or covenant contained in this Agreement is breached by either Party and thereafter waived by the other Party, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive any other breach under this Agreement.

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

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

SECTION 909. NO THIRD-PARTY BENEFICIARIES: ASSIGNMENT. This Agreement is not intended, nor shall it be construed, to inure to the benefit of any third person or entity not a party hereto, and no right, duty, or obligation of Contractor under this Agreement shall be assigned to any person, private association or corporation, not-for-profit corporation, or public body without the prior written consent of the County.

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

[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 31st day of October 2023.

ATTEST:
KENNETH BURKE, CLERK

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


Deputy Clerk

by: 
Chairman



APPROVED AS TO FORM
By: Jason C. Ester
Office of the County Attorney

Countersigned:


CITY OF ST. PETERSBURG, FLORIDA

By: 

Print: Kenneth T. Welch

Title: Mayor

Attest:


City Clerk


Approved as to Content and Form:

City Attorney (designee)
Citylaw 00700795



**APPENDIX A
GANDY FIRE CONTROL DISTRICT
FUNDING METHODOLOGY PROFILE**

FIRE BUDGET TYPE	FIRE ONLY	
St. Petersburg – Gandy FY 23-24 Fire Protection Services Estimated Net Operating Budget	Estimated County %	Estimated County Annual Funding
\$ 41,829,691.00	0.18%	\$ 75,293.44

FY23 Preliminary Tax Roll	Just Value Real Property	%
Incorporated	\$ 56,392,794,545.00	99.82%
Unincorporated	\$ 101,113,722.00	0.18%
Total	\$ 56,493,908,267.00	100.00%

**Per 2023 Taxable Value Preliminary Roll 07-01-23
per the Pinellas County Property Appraiser.**

**The funding calculation shall be based upon the
July 1st Tax Roll and the lower of the Submitted Budget request or the
Adopted Budget each Fiscal Year.**

APPENDIX B
FIRE PROTECTION SERVICE CONTRACTORS

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

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

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

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

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

City of Seminole
9199 113th Street North
Seminole, FL 33772
Attn: Mayor

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

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

APPENDIX C
SUPPLEMENTAL FINANCIAL INFORMATION

In accordance with Pinellas County Home Rule Charter and Chapter 62, Article II, of the Pinellas County Code and the Fire Services Agreement, funds provided by Pinellas County to Contractor can only be used in support of fire-related activities. Therefore, a proportional share of any unspent balance at the conclusion of a fiscal year are to be returned to Pinellas County where these funds will be retained in a discrete special revenue fund for the Fire District. Funds paid to the Contractor in excess of amounts actually expended shall be returned to the County within thirty (30) calendar days of the County's review and acceptance of the Contractor's annual external audit.

In accordance with Section 409(a), the following form will be provided to Pinellas County within twenty (20) days after receipt by the Contractor the year following the audited year together with the Financials.

To be Completed by Contractor	
Contractor Name:	
Person Completing Form	
Phone Number	
Fiscal Year:	

Note: All references are only to the Fire District, and do not include any revenue or expenditures associated with EMS. State Law and County Code forbid the use of fire funds for EMS purposes or EMS funds for firefighting; i.e., fire funds cannot be used to purchase rescue units, attend EMS-related conferences or membership in EMS organizations or to pay salary and benefits of EMS personnel, etc. If the specific items are not documented in the audited financials, please compute the amount and place it on the form and attach documentation showing how the information was calculated citing information contained in the audited financials.

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

*includes interest and other fire protection agreements revenue
**to be provided by Pinellas County Fire Authority

PLEASE INCLUDE A COPY OF YOUR ANNUAL AUDIT AND ANY OTHER SUPPORTING DOCUMENTATION AS NEEDED	
Signature _____	Date _____
Please return completed form to: <div style="float: right; text-align: right;"> Pinellas County Safety & Emergency Services Fire Administration 12490 Ulmerton Road Largo, FL 33774 jpmiller@pinellascounty.org </div>	
Or email to: _____	

APPENDIX D

FIRE CONTROL DISTRICTS

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

APPENDIX E

East Highpoint Boundaries

The Eastern portion of the Highpoint Fire District is described as all of the unincorporated area within the following boundaries:

From center of Cross Bayou Canal and E/W half section line of Section 8-30-16 for point of beginning, run East along the E/W half section lines of Sections 9, 10 and 11 to centerline of Roosevelt Boulevard; thence Southeasterly along centerline of Roosevelt Boulevard (S.R. 686) to the centerline of Interstate Highway 275; thence run Northeasterly along the centerline of Interstate Highway 275 to the first water-spanning bridge in Section 6-30-17; thence run Northeasterly from said bridge into Old Tampa Bay to the Hillsborough-Pinellas County line; thence run Northwesterly along the County line to a point where it meets the Northerly extension of Cross Bayou Canal; thence Southwesterly along the centerline of canal to point of beginning in Section 8-30-16.

APPENDIX F

HIGHPOINT FIRE CONTROL DISTRICT (EAST)

PROPORTIONAL SHARE FUNDING METHODOLOGY

FY23-24 Fire Protection Services Budget for Fire Station 14	County %	County Funding
Est. \$1,487,244.00	Est. 40.23%	Est. \$598,318.26

FY23 Taxable Value	Taxable Value	Percentage
Unincorporated Feather Sound Community Service Municipal Services Taxing Unit (Millage Code FSMT)	\$ 401,290,611	24.02%
Unincorporated High Point East Fire District (Millage Code HPTF)	\$ 257,572,705	15.42%
City of St. Petersburg within the High Point East Fire District (Millage Code SP)	\$ 1,011,549,062	60.56%
	\$ 1,670,412,378	
Per 2023 Taxable Value Preliminary Roll 07-01-23 per the Pinellas County Property Appraiser. The funding calculation shall be based upon the Final Tax Role and the Adopted Budget each Fiscal Year.		