

WATER RESCUE ENHANCEMENT AGREEMENT

This Agreement, made this 4 day of September 2019, between the Pinellas County Emergency Medical Services Authority ("Authority"), a special district, and the Pinellas Suncoast Fire & Rescue District, an independent special fire district ("District").

RECITALS

WHEREAS, Authority and District wish to partner to improve and expand water rescue capabilities along the waters in/around Pinellas County; and

NOW THEREFORE, the District agrees, in exchange for funds to be provided by the Authority, and as further described herein; to enhance and improve water rescue capabilities in accordance with the terms as described below.

AGREEMENT

Authority agrees to provide One Hundred Fifty Thousand Dollars (\$150,000.00) to District upon execution of this agreement and receipt of purchase order(s). District will provide proof of payment for all items subject to this agreement.

District agrees to purchase one or more rescue boats, with motor(s), trailer(s), and additional water rescue assets and accessories.

District will own, maintain and operate the units for the safe useful life of the rescue boat(s) at its own expense. The District agrees the provision of funding of this unit fulfills the requirement for the Authority to provide funding for "Marine 27" as identified in the July 25, 2017 Settlement Agreement between the parties.

In accordance with its Charter, District will respond to water rescue emergencies and to assist citizens in waters in/around Pinellas County as well as providing closest unit coverage in accordance with the automatic aid agreement.

It is understood and agreed that District will purchase and will take delivery of these boats and water rescue assets within the next Three Hundred and Sixty-Five (365)

days. In the event the District does not implement the rescue boat(s) by September 30, 2020, the entire amount of funds supplied under Paragraph 1 will be returned to the Authority by October 31, 2020 unless the delay is not attributable to any act or inaction on the part of the District. The term "implement" hereunder shall mean to put the rescue boat/s into service.

For the first five years of its useful life, District, at its own cost, will acquire "hull insurance" for the Rescue Boat/s and utilize insurance proceeds to repair or replace the Rescue Boat/s in the event of an insurable loss. In the event of an insurable loss and the District elects to not use the funds recovered under the "hull insurance" policy to replace the Rescue Boat/s, the District will pay over to the Authority the funds recovered under the "hull insurance" policy. After the first five years of the useful life of the Rescue Boat/s, the obligation to acquire "hull insurance" shall terminate.

The District is an independent party and is not an agent of the Authority. This Agreement does not affect that relationship and does not create a joint venture between the parties.

INDEMNIFICATION

To the greatest extent of applicable law, District agrees to indemnify and defend Authority, its officers, and employees, against all claims of any nature whatsoever arising out of the operation of the rescue boat/s. Nothing herein is intended to nor shall it be construed as a waiver of any immunity from or limitation from liability to which the District or Authority is entitled under the doctrine of sovereign immunity (Section 768.28, Florida Statutes and all other applicable law). Nothing herein shall be construed as consent by the Authority or District to be sued by third parties in any matter arising out of this Agreement.

District shall, in all aspects of this transaction, ensure that the District, its employees, agents or contractors shall be in compliance with all applicable laws.

[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 4 day of September 2019.

WITNESS:

PINELLAS COUNTY EMERGENCY
MEDICAL SERVICES AUTHORITY
By and through the County Administrator

Della Klug

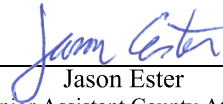
Della Klug



Barry A. Burton
County Administrator

APPROVED AS TO FORM

By: _____



Jason Ester
Senior Assistant County Attorney

Countersigned:

PINELLAS SUNCOAST
FIRE & RESCUE DISTRICT



Michael Burton
Fire Chief