

2025

~~BELLEAIR / BELLEAIR BLUFFS~~
FIRE PROTECTION SERVICES AGREEMENT

TOWN OF BELLEAIR
CITY OF BELLEAIR BLUFFS
CITY OF LARGO
PINELLAS COUNTY

~~TENTATIVE AGREEMENT~~
~~10/13/25~~

OCTOBER 1, 2025

PINELLAS COUNTY
Board of County Commissioners
12490 Ulmerton Road

Largo, FL 33774

OPEN ITEMS

<u>#</u>	<u>Section</u>	<u>Issue</u>	<u>Status</u>
<u>1</u>	<u>na</u>	<u>Added Definition for Belleair Bluffs Fire District to address Mayor Arbutino's concern.</u>	<u>Proposed</u>
<u>2</u>	<u>Appendix B</u>	<u>Update Audit Form</u>	<u>To Come</u>
<u>3</u>	<u>Signature</u>	<u>Update Signature Blocks</u>	<u>To Come</u>
<u>4</u>	<u>301</u>	<u>Station Agreement — Attached as Appendix C</u>	<u>Proposed</u>
<u>5</u>	<u>301</u>	<u>Term — 5+5 with population adjustment at year 6. Notice to extend moved to April 1 to allow for budget/contract process if extension not anticipated.</u>	<u>Proposed</u>
<u>6</u>	<u>All</u>	<u>Addressed items discussed — typos, Parties vs. County, 8% overhead definition, Station Agreement attached, etc.</u>	<u>Proposed</u>

BELLEAIR / BELLEAIR-BLUFFS

FIRE PROTECTION SERVICES AGREEMENT

THIS AGREEMENT ("Agreement") made this _____ day of _____, 2025, between the CITY OF LARGO, a Florida municipal corporation ("Contractor"), and the TOWN OF BELLEAIR ("Belleair"), a Florida municipal corporation, the CITY OF BELLEAIR BLUFFS ("Belleair Bluffs"), a Florida municipal corporation, 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 District~~ 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. The County, Belleair, and Belleair Bluffs have long-standing individual agreements to share the cost of operating a fFire sStation to serve the Belleair, Belleair Bluffs and the Belleair Bluffs Fire Service Area with Largo serving as the service provider ("Contractor"). The Contractor, Belleair and Belleair Bluffs have entered into that certain Agreement for the

Provision of Fire Suppression Services recorded at OR 19022 PG 2649-2708 to provide Fire Protection Services to their respective service areas.

5. At this time, the Parties wish to simplify the approach by entering into a single agreement for Fire Protection Services.

4.6. Belleair and Belleair Bluffs are authorized to enter into agreements for Fire Protection Services. The Board is authorized to enter into agreements for Fire Protection Services, and Contractor wishes and is able to provide Fire Protection Services within the Town of Belleair, City of Belleair Bluffs and the unincorporated portions of the Belleair Bluffs Fire District ("Fire Service Area")(as defined in Appendix A).

5.7. The Parties-Cities and County will compensate Contractor for providing Fire Protection Services within the Town of Belleair, City of Belleair Bluffs, and the unincorporated portions of the Belleair Bluffs Fire District ("Fire Service Area")(as defined in Appendix A).

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 Belleair, Belleair Bluffs, and the Belleair Bluffs Fire District, collectively the Fire Service Area, unincorporated areas within 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 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. Funding Methodology Profile

Appendix ~~B~~C. Supplemental Financial Information

Appendix C. Fire Station Agreement and Amendment

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, excluding the Fire Station Agreement for Station 43 between the Contractor and the City of Belleair Bluffs, as amended. This Agreement specifically supersedes the 2024 Fire Protection Services Agreement between the County and the Contractor specifically for the Fire Service Area and the Agreement for the Provision of 2014 Fire Suppression Services Agreement between the Belleair, Belleair Bluffs and the Contractor.

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 Fire Service Area to determine the cause and origin.
- d. Inspect all commercial, industrial, and multi-family dwellings within the Fire District Fire Service Area for compliance with the Florida Fire Prevention Code.
- e. Conduct plan reviews, as requested by the Belleair, Belleair Bluffs or the County's Building and Development Review Services Department ("Building Departments"), fire inspections, sprinkler tests, fire alarm tests, and final fire inspections within the Fire District Fire Service Area, 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 Fire Service Area. 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~~Fire Service Area 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.

"Belleair Bluffs Fire District" means the City of Belleair Bluffs and the unincorporated Belleair Bluffs Fire Control Taxing District as created by Board Resolution 74-297 and Chapter 73-600, Laws of Florida.

"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.

"Cities" means the Town of Belleair, Florida, and the City of Belleair Bluffs, Florida.

"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 Service Area District"** where capitalized means the joint service area of the Town of Belleair, City of Belleair Bluffs, and the Belleair Bluffs Fire District. Service Area unincorporated area of the Fire Control District(s) as designated by Board pursuant to the Special Act and shown on Appendix A 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 district~~ Fire Service Areas 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 Service Area" ~~where capitalized means the joint service area of the Town of Belleair and the Belleair Bluffs Fire District.~~

"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.

"Fire Station Agreement" ~~means that certain Interlocal Agreement dated November 17, 2015 by and between the Contractor and the City of Belleair Bluffs controlling the construction, use and disposition of Fire Station 43.~~

"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 the Town of Belleair, the City of Belleair Bluffs, Pinellas County and the Contractor, or ~~all 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- or successor methods such as global positioning satellite (GPS) automatic vehicle location (AVL) systems.

"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.

"Traffic Preemption System" means a comprehensive system provided by the Authority that overrides the normal operation of traffic signals during the emergency response of an ALS First Responder Unit to reduce Emergency Response Times and increase safety. Such system changes the upcoming traffic signal to green or holds a green signal so the ALS First Responder Unit can safely proceed through the intersection.

"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 AGREEMENT FOR STATION 43

SECTION 301. USE OF FIRE STATION 43. All aspects related to the operation and funding of Fire Station 43 shall be governed under the existing agreement, as amended, between the Contractor and Belleair Bluffs attached as Appendix C. Contractor shall provide Fire Protection Services to the Fire Service Area from Fire Station 43 located at 2765 Bayway Avenue, Belleair Bluffs, Florida.

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~~[Fire Service Area](#).

~~(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~~[Fire Service Area](#).

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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~~[Fire Service Area](#); 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 Fire administration 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 Fire Administration.
- (3) Should Contractor experience an Uncontrollable Circumstance, Contractor shall, as a condition 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 ~~Parties-Cities or the County~~ County ~~through their or its~~ representative(s), 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 ~~Cities or the County~~ Parties ~~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~~ Fire Service Area, 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~~[Fire Service Area](#) 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 Cities and the County~~PartiesCounty~~ with the Annual External Audit, prepared by Contractor's external auditor, certifying the amount of monies received from the Cities and the County~~PartiesCounty~~ 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 BC. The Annual External Audit and Supplemental Financial Information shall be submitted to the Cities and the County~~PartiesCounty~~ 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 Cities and the County~~PartiesCounty~~ within thirty (30) calendar days of the Cities' and the County's~~Parties'County's~~ review and acceptance of Contractor's Annual External Audit.

(b) **Budget* Request Submission.** Each Year Contractor shall submit to the PartiesCounty the~~the~~ 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 Cities and the

~~CountyPartiesCounty~~ and shall set forth the costs of providing the services described herein. The Budget Request may include an eight percent (8%) overhead fee based upon the "personal services" budget for administrative and support services provided by the Contractor (i.e. accounting, payroll, supervision, logistics, training, etc.) The cost components allowed in "personal services" for the calculation includes regular wages; overtime; special pay; state incentive pay; FICA taxes, retirement; life & health insurance; worker's compensation; performance incentive credit points; tuition reimbursement; travel and transportation; uniforms including bunker gear; medical services, sponsorship/scholarships; non-library books and publications; and employee recognition. The ~~Cities and the CountyPartiesCounty~~ 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 ~~Cities and the CountyPartiesCounty as the Fire DistrictFire Service Area~~ MSTU Millage Rate will be based on the Parties and Board's consideration of this budget submission.

(c) **Adopted Budget Submission.** Contractor shall submit to the ~~Cities and the CountyParties, the County~~ Contractor's Adopted Budget within ten (10) calendar days after the beginning of the subsequent Fiscal Year. Contractor shall utilize a dedicated cost center for tracking all income and expenditures related to this Agreement.

(d) **Capital Expenditures.** Contractor shall prepare a capital expenditure plan for financial planning purposes, which may include, but is not limited to, ~~facility renovation 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 ~~ten (10) 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 facility renovation and maintenance,~~ 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 equipment, and twenty five (25) years

~~for fire station construction and land acquisition costs.~~

SECTION 410. FIRE INVESTIGATION. Contractor shall investigate all fires within ~~its~~the Fire District~~Fire Service Area~~ 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 ~~is authorized to and~~ shall conduct periodic fire inspections of all commercial, industrial, and multi-family dwellings in the ~~Fire District~~Fire Service Area, 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 ~~Cities and the County~~Parties ~~are~~County is not responsible for any payments associated with fire inspections.

(b) **Plan Review and Final Fire Inspections.** Contractor ~~is authorized to and~~ 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~~Fire Service Area, in accordance with the Fire Prevention Code. ~~The Cities and the County~~Parties ~~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 ~~the respective 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 ~~Cities and the County~~Parties ~~are~~County is not responsible for any payments associated with plan reviews and final fire inspections.

(c) **Code Enforcement Standards.** Contractor ~~is authorized to and~~ shall interpret and enforce the Florida Fire Prevention Code in the ~~Fire District~~Fire Service Area, 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 ~~Fire Service Area~~ unincorporated area, except as they relate to fire or life safety issues.

(d) **Complaint Resolution.** Any complaints received by the Cities and the CountyParties 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 DistrictFire Service Area, will be forwarded to Contractor for investigation. Contractor will forward to the Belleair, Belleair Bluffs, and/or the County, as applicable, a detailed report concerning the incident and outline any appropriate remedial action taken. The Cities and the CountyPartiesCounty 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 DistrictFire Service Area(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, the Cities and the CountyPartiesCounty shall promote, protect, and enhance the reputation of the Cities and the CountyPartiesCounty, Contractor, and the Fire Protection System throughout the term of this Agreement. Any news releases, statements, or public information given by the Contractor's or PartiesCounty'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. CRIMINAL JUSTICE INFORMATION SERVICES (CJIS). Contractor shall ensure all Personnel that have access to the 911CAD System and system information have received criminal background screening by the Florida Department of Law Enforcement (FDLE) Criminal Justice Information Services (CJIS) to the CJIS Level 2 requirements and have complied with all initial and ongoing training requirements. Personnel that have been denied CJIS Level 2 clearance shall not access the CAD System. Contractor shall have in place local policy to ensure that all rules required by the FDLE surrounding access to 911CAD and the information contained within are strictly followed.

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 daily 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 Cities and 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 the Cities and the CountyPartiesCounty for its examination its records with respect to all matters covered by this Agreement, and the Cities and the CountyPartiesCounty 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. The Cities and the CountyPartiesCounty'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. The Cities and the CountyPartiesCounty 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.

SECTION 504. TRAFFIC PREEMPTION: Authority shall provide and maintain a countywide Traffic Preemption System in cooperation with the County and municipal traffic control systems. Traffic Preemption System equipment shall be provided for frontline Authority Funded and Contractor Funded ALS First Responder Units. The Authority shall also provide Traffic Preemption System equipment for reserve ALS First Responder Units through a phased implementation subject to available funding. Authority shall be responsible for maintaining such equipment and replacing it at the end of a reasonable useful life, as determined by the Authority.

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 Cities and the CountyPartiesBoard 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 the Cities and the CountyPartiesBoard 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 be entitled 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 Cities and the CountyPartiesBoard. 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 ~~the Cities and the County Parties 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 ~~Cities and the County Parties 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 ~~Cities and the County Parties, or 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 Parties Cities and the 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 the Cities and the County Parties, County, or Board~~. Nothing herein shall be construed as consent by Contractor or ~~Board Parties Cities and the County~~ 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 Parties Cities and 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 ~~Cities and the County Parties Board~~ to provide services related to this Agreement (including, but not limited to, other ~~C~~Contractors). This Section 603 shall survive expiration or earlier termination of this Agreement.

ARTICLE VII

COMPENSATION AND OTHER FINANCIAL PROVISIONS

SECTION 701. FUNDING METHODOLOGY AND COMPENSATION AND COMPENSATION.

(a) **Population Based Methodology.** The Parties analyzed several metrics including population, taxable value, call volume, and square miles to determine an appropriate proportional share for the ~~Parties Cities and the County~~ to share the costs of Fire Protection Services. ~~Through separate interlocal agreements a combination of population~~

~~and taxable values were used but represented a formula that was overly complicated and difficult to maintain. Further, there could be cost shifting or costs by the Contractor.~~ At this time, the Parties understand and agree that the partnership maintains a financial and operational efficiency that contains costs that could not be attained without the partnership. As such, the Parties agree to a fixed percentage share as follows: Belleair 47%, Belleair Bluffs 25% and Pinellas County 28%. Such percentage share shall be utilized for Budget Requests, Adopted Budgets, Annual Compensation, the Annual External Audit and any subsequent funds returned to the ~~Cities and the County~~ Parties, and capital reimbursement to the Contractor. At the end of the five-year initial term, the population proportionate shares shall be recalculated in accordance with Appendix A.

~~**Fire Station.** This agreement does not cover the Fire Station which is covered under a separate interlocal agreement between Belleair, Belleair Bluffs and Largo attached as Appendix C.~~

(b) Contractor fully compensated. The intent is for Contractor to be fully compensated for costs incurred for its role as the service provider except for costs that exceed the Adopted Budget in any given Fiscal Year.

(a)(c) Budget Review. The ~~Cities and the County~~ Parties Board shall review and approve Contractor's Budget Request ~~each Contract Year, in accordance with Chapter 62, Article II, of the Pinellas County Code, and other applicable law.~~ Approval shall not be unreasonably withheld. ~~The Cities and the County~~ Parties County shall calculate the annual compensation as the ~~applicable percentage of unincorporated area share mm~~ 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 ~~Cities and the County~~ Parties 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.

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 ~~Cities and the County~~ Parties County shall review and provide funding for the

~~Parties~~Cities and the County's~~County's~~ portion of a capital expenditure from Contractor's Reserve for a Future Years Fund held ~~independently by~~ by the ~~Cities and the County~~~~Parties~~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 ~~Parties~~Cities and the County~~County~~ shall pay Contractor a single payment upon completion of the project or at agreed-upon milestones of a major project. Contractor shall provide all necessary support documentation to include purchase orders, invoices, proof of payment and any other documents required.

SECTION 703. WITHHOLDING FUNDS. ~~The~~ ~~Parties~~Cities and the County~~County~~ may withhold payment to Contractor if it fails to meet its obligations in accordance with the provisions of this Agreement, including but not limited to ~~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~~ and allocated for 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 ~~Parties~~Cities and the ~~County~~County to offset the ~~Fire District~~Fire Service Area's Budget Request or the Approved Budget but shall be used for direct benefit of the ~~Fire District~~Fire Service Area. However, funds from interest earned by the investment of ~~Fire District~~Fire Service Area funds and funds from other Fire Protection Services Agreements shall be used to offset the ~~Fire District~~Fire Service Area's Final Approved Budget. Funds provided to Contractor through any County EMS Agreement will be used to offset ~~Fire District~~Fire Service Area Budget Request or Approved Budget if the Contractor's budget process combines both Fire and EMS funding into one document for review by the ~~Cities and the County~~~~Parties~~County. Contractor shall ensure that personnel cost reimbursements from the EMS 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 EMS 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 the Cities and the CountyPartiesCounty. If funds are not appropriated by the Cities and the CountyPartiesCounty for any or all of this Agreement, the Cities and the CountyPartiesCounty 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. The Cities and the County Parties 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 the Cities and the CountyPartiesCounty.

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, 2025⁴ and ending at midnight September 30, 2030²⁹, 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 the Parties' County and Contractor approval prior to AprilJuly 1, 2030²⁹. Upon extension of the Agreement, the population proportionate shares shall be recalculated in accordance with Section 701. References in this Agreement to "Term" shall include the initial term of this Agreement and all extensions thereof. The effective date of this agreement shall be retroactive to October 1, 2025, for reimbursement purposes.

SECTION 802. TERMINATION AND DISPOSITION OF ASSETS.

(a) **Termination by Cities and the CountyPartiesCounty.** Either of the Cities or the CountyAny PartyThe PartiesCounty may terminate this Agreement by serving upon Contractor

and the other Parties a ~~ninety (90)~~ three hundred sixty-five (365) calendar days' written notice ~~of~~ of the ~~Party's~~ County's intention to terminate this Agreement; however, shorter notice may be given if the ~~Parties~~ County determines an emergency situation exists requiring such action.

Upon the effective date of termination of the Agreement, the ~~Parties~~ Cities and the County ~~County~~ are 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 ~~the Cities and the County~~ Parties a ~~County~~ ninety (90) three hundred sixty-five (365) 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 ~~Cities and the County~~ Parties ~~County~~ under this or any prior Fire Protection Services agreement, excluding Fire Station 43, are held by Contractor in trust for the benefit of the taxpayers of the ~~Fire District~~ Fire Service Area; and that ~~the Cities and the County~~ Parties ~~County~~ have ~~all~~ rights and powers of enforcement with respect to such trusts.
- (ii) **Assets Paid for by Cities and the County** ~~Parties~~ County. Upon termination of this Agreement, Contractor shall return to Cities and the County ~~Parties~~ 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 Cities and the County ~~Parties~~ County, except for Fire Station 43, the disposition of which will be governed by the Fire Station Agreement, Exhibit C. The Cities and the County ~~Parties~~ 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 the Cities and the County ~~Parties~~ 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 Cities and the County** ~~Parties~~ County. In case of any asset purchased under this or

any prior Fire Protection Services Agreement with funds of both Contractor and the Cities and the CountyPartiesCounty, excluding Fire Station 43. Contractor and the Cities and the CountyPartiesCounty 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 Cities and the CountyPartiesCounty. In the event Contractor desires to retain said asset, Contractor shall pay to the Cities and the CountyPartiesCounty an amount equal to the Cities and the County'sPartiesCounty's interest in said asset. In the event that the Cities and the CountyPartiesCounty desires to retain said asset, the Cities and the CountyPartiesCounty shall pay to Contractor an amount equal to Contractor's interest in said asset. If neither Contractor nor the Cities and the CountyPartiesCounty 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 Cities and the CountyPartiesCounty.

- (v) Intangible Assets. Upon termination of this Agreement, Contractor shall also return to Cities and the CountyPartiesCounty all unexpended monies received from the Cities and the CountyPartiesCounty, 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 the Cities and the CountyPartiesCounty 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 Cities and the CountyPartiesCounty find~~ss~~ any deficiency in meeting the level of services described herein which affects, or may affect, the performance of services hereunder, the Cities and the CountyPartiesCounty 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 the Cities and the CountyPartiesCounty. The Cities and the CountyPartiesCounty may, in theirits sole discretion, extend the cure period. In the event of such extension, Contractor and the Cities and the CountyPartiesCounty 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 the Contractor, Belleair, Belleair Bluffs and the County, and of a Fire Service Provider mutually acceptable to Contractor and the Cities and the CountyPartiesCounty. 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, sex, sexual orientation, or national origin. 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, sex, sexual orientation, or national origin. 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 Belleair: Town Manager
Town of Belleair
901 Ponce de Leon Boulevard
Belleair, Florida 33756

If to Belleair Bluffs: City ~~Manager~~Administrator
City of Belleair Bluffs
2747 Sunset Boulevard
Belleair Bluffs, Florida 33770

If to County: Bureau Director – Safety & Emergency Services
Pinellas County Safety & Emergency Services
10750 Ulmerton Road
Largo, Florida 33770

If to Contractor: City Manager
City of Largo
201 Highland Avenue North
PO Box 296
Largo, Florida 33770

SECTION 903. ENTIRE AND COMPLETE AGREEMENT. This Agreement, and all Appendices hereto, constitute the entire and complete ~~a~~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 ~~of Florida~~ 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.

SECTION 911. FILING. This Agreement shall be recorded in the public records of Pinellas County, Florida, in accordance with the Florida Interlocal Cooperation Act of 1969.

[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 ____ day of _____ 202~~5~~⁴.

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

~~SIGNATURE BLOCKS -- TO COME~~

Formatted: Font: 18 pt

TOWN OF BELLEAIR

By: _____

Print Name: Mike Wilkinson _____

Title: Mayor _____

ATTEST: _____

Christine Nicole, Town Clerk _____

Legal Review: _____

Jay Daigneault, Town Attorney _____

(MUNICIPAL SEAL)

Contact Information for Notification

Name: _____

Title: Town Manager, Town of Belleair _____

Address: Town of Belleair
901 Ponce de Leon Blvd.
Belleair, FL 33756

Phone: _____

Email: _____

With a copy to:

Name: Jay Daigneault

Title: Town Attorney

Address: 1001 S. Ft. Harrison Ave, #201
Clearwater, FL 33756

CITY OF BELLEAIR BLUFFS, FLORIDA

By: _____

Print Name: Debra Sullivan _____

Title: City Administrator _____

ATTEST: _____

Legal Review: _____
_____ City Attorney

(MUNICIPAL SEAL)

_____ Contact Information for Notification
_____ Name: _____
_____ Title: City Manager, City of Belleair Bluffs
_____ Address: City of Belleair Bluffs
_____ 2747 Sunset Blvd.
_____ Belleair Bluffs, FL 33770
_____ Phone: (727)
_____ Email: _____

CITY OF LARGO, FLORIDA

By: _____

Print Name: Louis ("Woody") L. Brown _____

Title: Mayor _____

ATTEST: _____

Diane Bruner, City Clerk _____

REVIEWED AND APPROVED: _____

Alan S. Zimmet, City Attorney _____

(MUNICIPAL SEAL)

Contact Information for Notification

Name: _____

Title: City Manager, City of Largo _____

Address: City of Largo _____

201 Highland Avenue North _____

P.O. Box 296 _____

Largo, FL 33770 _____

Phone: (727) _____

Email: _____

With a copy to:

Name: Alan S. Zimmet, B.C.S. _____

Title: City Attorney _____

Address: 400 N. Tampa Street, #1600 _____

Tampa, FL 33602 _____

CITY OF LARGO, FLORIDA

by: _____

City Manager

Reviewed and Approved: _____ Attest: _____

City Attorney

by: _____

City Clerk

APPENDIX A
FUNDING METHODOLOGY PROFILE

<u>FIRE BUDGET TYPE</u>	<u>FIRST RESPONDER & FIRE COMBINED</u>
-------------------------	--

<u>FY25-26 Fire Protection Services Net Operating Budget for the Belleair Fire Service Area</u>
<u>\$2,208,298</u>

<u>Population Based Proportionate Share</u>	<u>Population</u>	<u>Percentage</u>	<u>FY25-26 Funding</u>
<u>Town of Belleair</u>	<u>4,325</u>	<u>47%</u>	<u>\$1,037,900</u>
<u>City of Belleair Bluffs</u>	<u>2,334</u>	<u>25%</u>	<u>\$552,075</u>
<u>Unincorporated</u>	<u>2,560</u>	<u>28%</u>	<u>\$618,323</u>

<u>Population is calculated based upon Environmental Systems Research Institute (ESRI) Community Analyst – Demographic Summary showing Population</u>

Fire Protection Services – Anticipated Capital Projects

[TO COME]

<u>Fiscal Year</u>	<u>Fire Station and Equipment Apparatus Related</u>	<u>Equipment Apparatus Related</u>
<u>FY24-25</u>	<u>None</u>	<u>None</u>
<u>FY25-26</u>	<u>None</u>	<u>None</u>
<u>FY26-27</u>	<u>None</u>	<u>None</u>
<u>FY27-28</u>	<u>None</u>	<u>None</u>
<u>FY28-29</u>	<u>None</u>	<u>None</u>
<u>FY29-30</u>	<u>None</u>	<u>None</u>
<u>FY30-31</u>	<u>None</u>	<u>None</u>
<u>FY31-32</u>	<u>None</u>	<u>None</u>
<u>FY32-33</u>	<u>NoneEngine 43</u>	<u>None</u>
<u>FY33-34</u>	<u>None</u>	<u>None</u>
<u>FY34-35</u>	<u>None</u>	<u>None</u>

APPENDIX B
SUPPLEMENTAL FINANCIAL INFORMATION

Instructions:

In accordance with the Belleair / Belleair Bluffs Fire Protection Services Agreement, funds provided by the Parties must be used solely for Fire related allowable costs. Any unspent balance at the conclusion of a fiscal year must be accounted for and returned to the Parties.

The following form is provided for consistent cost reporting and shall be submitted within ten (10) business days of Contractor's receipt of Annual External Audit.

To be completed by Contractor:

City or Fire District (Contractor)

Fiscal Year

Name of Person Completing Form

Phone Number and Email Address

<u>1. Fire Funding Received by Contractor</u>	<u>\$</u>
<u>2. Fire Allowable Costs Incurred by Contractor</u>	<u>\$</u>
<u>3. Difference (If excess, amount due to the Parties)</u>	<u>\$</u>

PLEASE INCLUDE A COPY OF ANNUAL AUDIT AND
SUPPORTING DOCUMENTATION AS NEEDED.

I certify the costs identified, in line 2 above, are related to Fire positions and units in the Belleair Bluffs Fire Service Area. I certify that I have reviewed payroll registers, salary and benefit actual expenditures, and other allowable costs as defined in the Agreement.

Signature and Date, Contractor's External Auditor

APPENDIX C
FIRE STATION INTERLOCAL AGREEMENT AND AMENDMENT

-ATTACH IN FINAL DOCUMENT-