

2016

PINELLAS COUNTY

TECHNICAL RESCUE TEAM

AGREEMENT

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

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PINELLAS COUNTY TECHNICAL RESCUE TEAM AGREEMENT

THIS INTERLOCAL AGREEMENT (“Agreement”) is entered into this ____ day of _____, 2016, by and between the Cities of Clearwater, Largo, Pinellas Park, St. Petersburg and the Pinellas County Board of County Commissioners (County) (individually, “Party”, collectively, “Parties”).

RECITALS

WHEREAS, in order to provide specialized rescue services to include but not be limited to, confined space, high angle/advanced rope, trench and excavation, water, wilderness, structural collapse, complex vehicles and machinery extrication, to the residents of Pinellas County it is essential to continue to develop the capability, expertise and resources to handle situations where such rescues could occur; and

WHEREAS, the Cities of Clearwater, Largo, Pinellas Park, St. Petersburg and the County desire to work in conjunction to respond to situations where there is a unique and/or complex rescue situation within Pinellas County and have, for a number of years, worked together in the operation of the Pinellas County Technical Rescue Team (“TRT”).

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

ARTICLE I

THE AGREEMENT

SECTION 101. RECITALS AND PURPOSE. The foregoing recitals are hereby incorporated and made part of this Agreement. The purpose of this Agreement is to define the obligations and responsibilities of the Parties hereto with respect to the provision of Technical Rescue Services in Pinellas County.

SECTION 102. COOPERATION. The Parties shall cooperate and use all reasonable efforts, pursuant to the terms of this Agreement, to facilitate the terms of this Agreement. Accordingly, the Parties further agree in good faith to mutually undertake resolution of disputes, if any, in an equitable and timely manner so as to limit the need for costly, time-consuming, adversarial proceedings to resolve such disputes.

SECTION 103. CONTRACT DOCUMENTS. The following Appendices are attached to and made part of this Agreement:

Appendix A. Pinellas County Technical Rescue Standard Operating Procedures Manual

Appendix B. Technical Rescue Vehicles

Appendix C. Equipment

Appendix D. Supply Inventory

Appendix E. Contractors

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

- (a) Make available one Technical Rescue support company comprised of Contractor's personnel who are trained as technical rescue team members and are on duty to respond to any upgraded technical rescue incident in an appropriate Technical Rescue unit.

(b) Mitigation of incident.

Such services 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 other than payment provisions for the County.

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:

“Advanced Practice Paramedic” (APP) means a Certified Paramedic who, through additional training and demonstration of expertise, is authorized by the EMS Medical Director to perform specific diagnostic and/or therapeutic modalities beyond the usual scope of practice of a Certified Paramedic. The APP’s expanded scope of practice applies only during the operation of, and in support of, the specific Special Operations Team to which they are trained and certified.

“Automatic Aid/Closest Unit Response Agreement” means the agreement by and between every political subdivision and fire control districts within Pinellas County dated October 16, 1990.

“CAD” means the computer aided dispatch system.

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

“Contractor” means any one of the entities described on Appendix E.

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

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

“Field Personnel” means Technical Rescue Technicians, Paramedics and EMTs employed by Contractor(s).

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

“Party” or “Parties” means either the Authority or the Contractors, or all, as the context of the usage of such term may require.

“Patient” means an individual who is ill, sick, injured, wounded or otherwise incapacitated and is in need of or is at risk of needing medical care.

“Pinellas County Technical Rescue Team or TRT” means the cities of Clearwater, Largo, Pinellas Park, St. Petersburg and the County that have the capability and expertise to respond throughout Pinellas County to any situation where there is a technical rescue situation or the risk of such a situation, and have for a number of years cooperatively worked together in the operation as such.

“Regional 9-1-1 Center” means the Communications Center and related telephone, radio and data systems operated and maintained by Pinellas County as the countywide Public Safety Answering Point for the purpose of receiving 9-1-1 calls from citizens; providing emergency medical dispatch following the Priority Dispatch Protocols; providing for the dispatch of all BLS and ALS First Responder Units to EMS Incidents; and providing for the ongoing communications via radio and wireless data systems.

“Response” means the act of responding to a request, which act begins with the dispatching of a Technical Rescue Unit and ends with the arrival of the Technical Rescue Unit at the scene for patient transport.

“Run Cards” means the Regional 9-1-1 Center’s computer aided dispatch software database that, based upon the location of the Technical Rescue Incident and a predetermined listing of Technical Rescue Units which the Contractors have determined to be the closest by travel time or most appropriate in ranked order, recommends the closest or most appropriate Technical Rescue Unit(s) to respond to Technical Rescue Incidents, or successor methods such as global positioning satellite (GPS) automatic vehicle location (AVL) systems.

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

“State” means the State of Florida.

“State of Emergency” means a Disaster which has been declared by proclamation of the State, County or a municipality in the County.

“Technical Rescue Services” means the services needed for rescue(s) involving, confined space, high angle/advanced rope, trench and excavation, swift water rescue, wilderness, structural collapse and complex vehicle and machinery extrication.

“Technical Rescue Standard Operating Procedures or (SOP)” means the then current established procedures to be followed in carrying out a given operation or in a given situation. Such procedures shall be developed by the Parties and may be amended only upon mutual agreement of the Parties.

“Technical Rescue Technician” Any member of the Technical Rescue Team having successfully completed an 80 hour rope rescue class, 40 hour confined space class and 40 hour trench rescue class.

SECTION 202. TERMS GENERALLY. Whenever the context may require, any pronoun shall include corresponding masculine, feminine and neuter forms. The words “include”, “includes” and “including” shall be deemed to be followed by the phrase “without limitation”, except as the context may otherwise require. The words “agree”, “agreement”, “approval” and “consent” shall be deemed to be followed by the phrase “which shall not be unreasonably withheld or unduly delayed”, except as the context may otherwise require.

ARTICLE III intentionally omitted

ARTICLE IV

DUTIES AND RESPONSIBILITIES OF CONTRACTOR

SECTION 401. TRAINING AND CONTINUING EDUCATION.

Each Contractor shall make its personnel assigned to the TRT available and be responsible for ensuring that its personnel attend, at minimum, 32 hours of Continuing Education training including all required classes to reach a Technician level as soon as those classes are scheduled and as required by National Fire Protection Agency (NFPA) 1006, 1670 and the TRT SOP. Training will consist of classroom based training and/or distance learning methods as determined by the Parties, in accordance with the TRT SOP.

(a) New members assigned to the TRT will receive in house training, be classified as awareness level and will attend bi monthly training sessions.

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

(c) Technician level training will consist of an eighty (80) hour rope class, a forty (40) hour confined space class and a forty (40) hour trench rescue class. These classes will be held on an as needed basis.

(d) Continuing Education will consist of attending at minimum, 32 hours of the regularly scheduled 48 hours of bi-monthly training.

Command staff will send select members to the following specialized training to maintain response capabilities.

(e) Swift water technician training will consist of a 40 hour class meeting the requirements of NFPA 1670. These classes will be scheduled on an as needed basis.

(f) Structural Collapse training will consist of a 120 hour class meeting the requirements of NFPA 1670. These classes will be scheduled on an as needed basis. Structural collapse training will not be mandatory.

(g) Medical training is addressed in 402 (e).

SECTION 402. PERSONNEL.

(a) **Response with Trained Personnel.** Each Contractor shall ensure that the minimum levels of trained personnel are on duty to respond to any Technical Rescue related incident. Minimum staffing levels are as follows: Clearwater to provide five (5) personnel, Largo to provide two (2) personnel, Pinellas Park to provide two (2) personnel, and St. Petersburg to provide five (5) personnel. In the event of a long-term Technical Rescue incident, off-duty personnel may be called back to assist.

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

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

(d) **Technical Rescue Command Staff.** Each Contractor shall designate a staff level position as a technical rescue command staff member who will be responsible for:

(1) Responding to Technical Rescue Incidents and overseeing rescue operations in accordance with TRT SOP's and in coordination with incident command.

(2) Monitoring Contractor(s) Technical Rescue personnel to ensure compliance with TRT SOP's.

(3) Monitoring Contractor(s) Technical Rescue personnel to ensure they maintain an appropriate level technical rescue competence based on the required training that training requirements are met, and that members provide quality customer service.

(4) Attending and actively participating in Technical Rescue related meetings.

(5) Participating in budget development of the TRT, including identifying areas for improvement or gaps in team capability.

(6) Coordinating with County administrative staff to manage contract compliance of the team.

(7) Participating with the County on hazard vulnerability and risk assessments regarding Emergency Support Function (ESF) 9 issues.

(8) Providing a command staff person to assist with the ESF-9 requirements in the Pinellas County Emergency Operations Center (EOC) upon EOC activation.

(e) Advanced Practice Paramedics. These consist of certified Paramedics who, through additional training and demonstration of expertise, are authorized by the EMS Medical Director to perform specific diagnostic and/or therapeutic modalities beyond the usual scope of practice of a Pinellas County Paramedic. An APP's expanded scope of practice applies only during the operation of, and in support of, the specific Special Operations Team to which they are trained and certified. An APP at a Technical Rescue Incident involving the response of a Special Operations Team shall have clinical oversight and authority. APPs on the TRT are required to attend and/or obtain the below requirements.

Requirements for County Certified Advanced Practice Paramedics

- (1) Current County Certified Paramedic in good standing.
- (2) Submission of a request to obtain Advanced Practice Paramedic certification.
- (3) Minimum of three (3) years Paramedic experience or equivalent approved by the EMS Medical Director.
- (4) Completion of the Urban Search and Rescue (USAR) Medical Specialist Course.

SECTION 403. STATE OF EMERGENCY ASSISTANCE, TECHNICAL RESCUE EMERGENCY AND MUTUAL AID.

(a) State of Emergency Assistance Within Pinellas County. Immediately upon notification by the County of a State of Emergency within Pinellas County, each Contractor shall commit such resources given the nature of the State of Emergency and shall assist in accordance with applicable plans and protocols mutually agreed upon by

the Parties. When a Contractor ceases providing assistance with the State of Emergency, that Contractor shall resume normal operations as rapidly as is practical and notify the County's authorized representative that the Contractor is able to resume normal operations considering exhaustion of personnel, need for restocking and other relevant considerations.

(b) State of Emergency Assistance Outside of Pinellas County.

Contractor(s) shall manage any State of Emergency assistance response outside of Pinellas County in a manner which does not prevent Contractor(s) from rendering services in accordance with this Agreement.

(c) Mutual Aid. Mutual aid responses outside of Pinellas County rendered by a Contractor that are not due to a State of Emergency or Technical Rescue Emergency shall be performed in accordance with the terms and conditions of this Agreement.

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

SECTION 405. TECHNICAL RESCUE SUPPLIES AND INVENTORY CONTROL.

The Contractors and County shall establish and implement inventory control procedures for the stocking and use of Technical Rescue supplies. Each Contractor shall maintain inventory records that identify all Technical Rescue Unit supplies, and will keep supplies under lock so that access is limited to only authorized personnel. The Contractors shall

adhere to inventory control procedures that the County may require, as long as they are reasonable and prudent.

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

Regional 9-1-1 Center. The Contractors shall utilize the Regional 9-1-1 Center for the dispatch of all Technical Rescue Units to Technical Rescue Incidents. The Contractors shall utilize the Regional 9-1-1 Center's radio and data systems to include, but not limited to, computer aided dispatch (CAD) software, mobile communications terminal software, and the County's public safety and intergovernmental voice and data radio system.

The Contractors shall provide and maintain all fire station alerting systems, base stations, pagers, fire station computers and peripherals, all mobile and portable radios except as provided in Section 502, and mobile communications terminals and radio modems to communicate with the Regional 9-1-1 Center's radio and data system following the County's technical specifications.

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

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

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

SECTION 408. ACCURATE INFORMATION. Any news releases, statements, or public information given by the Contractors or County personnel to the public or the media that pertain to the TRT shall accurately portray the Pinellas County Technical Rescue Team.

ARTICLE V

DUTIES AND RESPONSIBILITIES OF COUNTY

SECTION 501. VEHICLES AND EQUIPMENT.

(a) **Obligation to Provide Vehicles.** At all times during the term of this Agreement, County shall provide/fund the Technical Rescue Units described on Appendix B. Vehicle specification and selection shall be “mission capable” depending on the type of incident, discussed and agreed upon by each Contractor and County.

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

(c) **Staffing of Vehicles.** Each Contractor shall ensure that at least one Technical Rescue support company comprised of the Contractor's personnel, as stated in 406 (a), who are trained as technical rescue technicians are on duty to respond to any upgraded technical rescue incidents in an appropriate Technical Rescue Unit. Technical rescues will utilize on-duty Technical Rescue personnel and staff/command personnel, with the exception of long-term multi-hazard incidents where off-duty personnel may be called back to assist.

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

(e) **Technical Rescue Communications Equipment.** County will provide MDT's and radios upon approved funding. Each Contractor shall be responsible for the replacement of all Technical Rescue communications equipment that is lost, stolen or damaged due to that Contractor's negligence. County shall be responsible for all routine maintenance of such equipment. The County shall be responsible for the replacement of

any Technical Rescue communications equipment that is lost, stolen or damaged due to a cause other than a Contractor's negligence.

(f) **Inspections**. Contractors shall allow representatives of the County to inspect Technical Rescue Units and equipment.

SECTION 502. CONTINUING TECHNICAL RESCUE EDUCATION. County shall provide and make available to the Contractors, at the County's cost, a Continuing Education training program at multiple, regionally-located training sites and not at a single, centralized training site.

SECTION 503. TECHNICAL RESCUE COMMUNICATION EQUIPMENT. County has provided, or shall provide and maintain, as applicable, radios assigned to Technical Rescue vehicles as per Appendix C. The radio equipment shall be installed in the Technical Rescue Units by the County and remain County property. County shall be responsible for such equipment, as provided for in Section 501(e) hereof. County shall be responsible for replacing such equipment at the end of its reasonable useful life, as determined by the County. County shall ensure all frontline Technical Rescue Units are equipped with GPS enabled mobile communications terminals running mobile CAD software.

SECTION 504. TECHNICAL RESCUE SUPPLIES. The County shall provide and replace, as necessary, without cost to the Contractors, the Technical Rescue supplies used by the Contractors on Technical Rescue incidents under this Agreement. The County shall coordinate delivery or pick up of all supplies as needed or as convenient. The County shall not be responsible for costs of replacing inventory items lost, stolen, damaged or unaccounted for due to a Contractor's negligence but the County shall be responsible for the costs of replacing inventory items lost, stolen damaged or unaccounted for due to a cause other than a Contractor's negligence. The County will work in tandem with the Contractors to develop inventory controls and expiration tracking mechanisms.

SECTION 505. TECHNICAL RESCUE EQUIPMENT AND MAINTENANCE. The County shall provide all equipment listed in Appendix C for Technical Rescue Units including adequate spare equipment excluding equipment normally utilized for firefighting operations. Contractors agree to continue using the current equipment on Technical Rescue Units over its useful life which equipment will be maintained by the County and repaired or replaced at the County's option. The County shall be responsible for replacing such equipment at the end of a reasonable useful life, as determined by the County. Contractors shall be responsible for any repairs that are necessary due to their own negligence.

SECTION 506. HAZARDOUS WASTE COLLECTION. All hazardous waste or materials, other than bio-hazardous waste, from all Technical Rescue incidents remain the responsibility of the incident owner or the agency having jurisdiction. The County is in no way liable for any hazardous waste the Contractors collect during a Technical Rescue incident. Contractors shall follow applicable procedures for the collection of hazardous waste. Bio-hazardous waste will be handled in accordance with normal operating procedures for the EMS system.

SECTION 507. SPECIAL OPERATIONS COORDINATOR. County will provide a special operations coordinator to the TRT. The coordinator shall be a command staff member and act as the liaison between the Parties. Duties of the coordinator will include, but are not limited to, supply and equipment procurement and/or repairs, budget preparation, inventory maintenance and controls, training coordination, invoice processing, keeping of meeting agendas and minutes, contract management, fleet management, liaison to state for specialty teams, grant management, asset management and representation on various regional committees.

ARTICLE VI

INSURANCE AND LIABILITY

- A. Each Contractor shall assume all of its own operational costs and expenses in performing duties pursuant to this Agreement except as otherwise provided herein, and shall not make any financial charge for providing assistance under this Agreement. All pension, insurance, relief, disability, workers compensation,

salary, death and other benefits which apply to the activities of employees performing duties in the jurisdiction in which they are normally employed shall apply in the same manner, degree and extent while such employees are performing their duties pursuant to this Agreement. Notwithstanding the foregoing, nothing contained herein is intended to limit any Party's right to reimbursement for eligible costs as permitted by law.

- B. The Parties agree that there is no mutual employment or agency created between them. Other than as required by Chapter 440, F.S., each Party to this Agreement shall be responsible for the negligence of its own employees when such employees are acting within the course and scope of their employment provided however, that the amount of each Party's sovereign immunity limits shall apply. The liability limits for activities conducted hereunder are the same as the sovereign immunity limits set forth in Section 768.28, Florida Statutes which shall be controlling with respect to this Agreement regardless of the nature or type of claim being asserted and regardless of any changes to or interpretations of the application of Section 768.28, Florida Statutes. Notwithstanding the foregoing, if applicable law prohibits a Party from incurring liability in the amount of the liability limits, such applicable law shall govern and control. Nothing contained in this Agreement is intended to serve as a waiver of subrogation immunity or sovereign immunity by any Party. Nor shall this section be construed as consent by any Party to be sued by third parties in any manner arising out of this Agreement.
- C. Each Party shall provide and carry liability insurance, workers compensation insurance, self insurance, and other insurance necessary to assure that each Party shall be protected and indemnified from any and all liabilities which may result by reason of activities which are the subject of this Agreement. Liability insurance shall be maintained in an amount not less than the sovereign immunity limits. Each party shall, upon request furnish satisfactory proof of insurance to another party. Insurance may be procured either privately or pursuant to an approved self-insurance risk financing program. Should any insurance policy or self-insurance program expire, be cancelled or undergo material change, the insured Party shall, 30 days before such expiration, cancellation, or change, mail notice of the same to the other Parties.

ARTICLE VII

COMPENSATION AND OTHER FINANCIAL PROVISIONS

SECTION 701. COMPENSATION.

- (a) **Training funds.** County will provide each Contractor up to \$56,400 in any Fiscal Year to support the reimbursement of overtime and backfill cost for TRT members attending training as identified in Section 502. These funds will also be used for reimbursement of overtime and backfill costs for command staff personnel, which normally work a shift schedule, for the time spent on TRT duties performed outside of their normally scheduled shift. It is the Contractors' responsibility to submit reimbursement documentation within twenty (20) calendar days from the last date of training. Funds budgeted in any Fiscal Year will not be carried over to succeeding Fiscal Years.
- (b) **Travel funds.** Upon approval of the Director of EMS & Fire Administration, and at his or her sole discretion, the County will provide up to \$10,000 each Fiscal Year, to support the reimbursement of travel expenses for TRT members from all Contractors attending training or professional conferences. Such funds will Travel expenses will be limited to lodging, transportation, registration fees and taxi or bus fares in accordance with the County's then current travel policy and Florida Statutes Section 112.061. Payment of such costs will be in arrears and supported by invoices and receipts. Per diem/subsistence will not be paid by the County.
- (c) Travel must be accomplished by the most economical means available.
- (d) Travel requests must be submitted thirty (30) days in advance. Upon approval by the Director of EMS & Fire Administration at his or her sole discretion, the County shall pay the travel expenses (subject to the then current County policies) incurred by the Contractors for training and education of team members. Payment of such costs will be made upon presentation of supporting invoices/receipts. Travel expenses incurred will be reimbursed in accordance with Section 112.061, Florida Statutes.

SECTION 702. ADDITIONAL UNITS.

Contractor-Funded. Contractors and County understand that TRT is a unified, integrated team requiring the cooperation of all Parties. To insure the integrity of the TRT and the coordinated implementation of any improvements, if a Contractor desires to operate additional Technical Rescue Unit(s) as a Contractor Funded Unit, a Contractors may elect to do so. Contractors are responsible for all costs associated with staffing, equipping and operating such Contractor Funded Units.

SECTION 703. AUDITS AND INSPECTIONS. At any time during normal business hours, and as often as may reasonably be deemed necessary, representatives of the County may observe Contractors' operations or vice versa. Parties shall make available to the other Parties for their examination, its records with respect to all matters covered by this Agreement, and Parties may, at their own cost and expense, audit, examine, copy, and make excerpts or transcripts from such records, and may, and their own cost and expense, make audits of all contract, invoices, materials, payrolls, inventory records, records of personnel, daily logs, conditions of employment, and other data related to all matters covered by this Agreement to the extent permitted by law.

Contractors shall make available to the Medical Director their records with respect to all clinical matters covered by this Agreement and the Medical Director may, at his/her own cost and expense, audit, examine, copy and make excerpts or transcripts from such records and inspections to the extent permitted by law.

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

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

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

SECTION 704. FISCAL NON-FUNDING. Notwithstanding any other provision of this Agreement to the contrary, in the event sufficient budgeted funds are not available for a new fiscal period, the County shall notify the Contractors in writing within five (5) days of the determination of such occurrence and this Agreement shall terminate on the last day of current fiscal period without penalty or expense to the County.

SECTION 705. NOT TO EXCEED CAP. Any and all compensation or reimbursement of any kind to the Contractors provided for in this Article VII or elsewhere in this Agreement in any Fiscal Year shall not exceed the specific amount of the approved budget adopted through the County's governing body's budgetary process for services or reimbursement to the Contractors provided under this Agreement for such Fiscal Year. It is recognized by the Parties that no payment may be compelled or made without a budget amendment approved by the County for any compensation that exceeds the total compensation authorized through the County approved budget. The Parties recognize that in the event of a Disaster, it may be necessary for the County's governing body to utilize the emergency powers of Chapter 252, Florida Statutes, to authorize a budget amendment modifying such approved budget to provide funds for compensation or reimbursements necessitated by such emergency expenditures. It is further agreed and understood among the Parties that the County may not compel the Contractors to incur expenses beyond the County's approved budget amount until such time as a budget amendment raising such budget is approved.

ARTICLE VIII

TERM AND TERMINATION

SECTION 801. TERM. The initial term of this Agreement shall be for five (5) years, commencing upon October 1, 2015 and ending at midnight September 30th, 2020, unless this Agreement is earlier terminated as provided for in this Agreement. This Agreement may be renewed for an additional five (5) year period following the initial term, provided that the Parties mutually agree in writing to such extension which is subject to County and Contractors' approval prior to July 1, 2020. References in this Agreement to "Term" shall

include the initial term of this Agreement and all extensions thereof. The effective date of this Agreement for reimbursement purposes shall be October 1, 2015.

SECTION 802. TERMINATION.

(a) **By County for Cause.** This Agreement may be terminated by the County for cause upon twenty (20) days written notice to the Contractors in breach. For purposes of this section 802(a), "cause" shall mean (1) the event that a Contractor, for any reason, fails to meet the licensing requirements in the State of Florida pursuant to the provisions of Chapter 401, Florida Statutes, or (2) a material breach by a Contractors of any term, covenant or warranty contained in this Agreement; provided, however, that in the case of a breach of any term, covenant or warranty, the County shall provide written notice of such breach and the Contractors shall have the opportunity to cure such breach within twenty (20) days of receipt of such notice or within such additional period of time mutually agreed upon by the Parties.

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

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

SECTION 803. DISPOSITION OF ASSETS.

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

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

Assets Paid For By Both Contractor and County. In case of any asset purchased with funds of both the Contractor and the County, Contractors and County shall determine the fair market value of such asset and then shall pro-rate such fair market value according to the respective interest of each the Contractor and the County. In the event Contractor desire to retain said asset, Contractor shall pay to County an amount equal to County's interest in said asset. In the event that County desires to retain said asset, County shall pay to Contractor an amount equal to Contractor's interest in said asset. If neither the Contractor nor the County desires to retain said asset, then the asset will be sold at public sale to the highest bidder and the net proceeds distributed according to the respective interest of each of the Contractor and the County.

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.

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

the Parties do not agree upon a representative for the committee, if either Party chooses not to engage in mediation or if the Parties engage in mediation but mediation fails to resolve the dispute, either Party may pursue its legal remedies, including the Chapter 164 process, and, including, but not limited to, filing a complaint (including but not limited to a complaint for injunctive relief) in the appropriate court possessing competent jurisdiction.

ARTICLE IX

MISCELLANEOUS

SECTION 901. NON-DISCRIMINATION IN EMPLOYMENT. The Contractors will not discriminate against any applicant for employment because of age, race, color, religion, sex, sexual orientation or national origin. Contractors agree that applicants will be employed, and that employees are treated during employment, (e.g. layoff or termination, promotion, demotion, transfer, rates of pay and compensation, and selection for training, including apprenticeship), without regard to age, race, color, religion, sex, sexual orientation or national origin.

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

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

If to Contractors: See Appendix E

SECTION 903. ENTIRE AND COMPLETE AGREEMENT. This Agreement, as amended, and all Appendices hereto, constitute the entire and complete agreement of the Parties with respect to the services to be provided hereunder. This Agreement, unless

provided herein to the contrary, may be modified only by written agreement duly executed by the Parties with the same formality as this Agreement.

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

SECTION 905. APPLICABLE LAW. Florida Law shall govern the validity, interpretation, construction and performance of this Agreement.

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

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

SECTION 908. CONTRACTORS ARE INDEPENDENT CONTRACTORS. The Parties agree that throughout the term of this Agreement, and during the performance of any obligations hereunder, Contractors are independent contractors in all respects and shall not be the agent, servant, officer, or employee of the County or Pinellas County.

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

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

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

IN WITNESS WHEREOF the parties hereto, by and through their undersigned authorized officers have caused this Agreement to be executed on this _____ day of _____, 2016.

ATTEST:
KENNETH BURKE, CLERK

PINELLAS COUNTY
By and through its Board of County
Commissioners

by: _____
Deputy Clerk

by: _____
Chairman

Countersigned

By: _____

By: _____

Approved as to Form:

By: _____

Attest:

Seal

By: _____

APPENDIX A

PINELLAS COUNTY TECHNICAL RESCUE RESPONSE TEAM STANDARD OPERATING PROCEDURES MANUAL

Refer to the Resource Disc

APPENDIX B

TECHNICAL RESCUE VEHICLES

ASSET	YEAR	DESCRIPTION	UNIT ID	REPLACE/DISPOSITION	YEAR
61581	1988	GMC 7000 Class 7	TE48	Replace in kind (Large Box Truck)	FY 17/18
95497	1993	Mitsubishi, Truck, 14 ft	TE14	Replace in kind (Medium Box Truck)	FY 18/19
111619	2007	Ford F 450	U4	Replace in kind	FY 19/20
116689	1992	International	TE34	Replace with Medium Duty Rescue Squad	FY 16/17
	2006	Pierce	HR4	City of St. Petersburg asset	

TECHNICAL RESCUE TRAILERS

ASSET	YEAR	DESCRIPTION	UNIT ID	REPLACEMENT/DISPOSITION	YEAR
91154	2001	Pace Trailer	TRL42	Demobilize	FY 15/16
119681	2015	Wells Cargo Trailer	TRL48	Replace in kind	FY 23/24
122117	1985	Hackney Trailer	TE42	Replace in kind	FY 35/36

APPENDIX C
EQUIPMENT HEAVY RESCUE 4

ITEM NAME	DESCRIPTION
Comm System	CSI 2100 Confined Space Communication System
Air Cart	Air Resource Cart w/ HI Pressure
Cutting Tool	Petrogen Heavy Rescue Cutting Tools
SCBA	Scott Airpak Harness w/ AV3000 Facepiece
SCBA	Scott Airpack Harness
Masonry Saw	14" Masonry Circular Saw w/ Blade
Air Pack	AV200 Scott-Pak Harness
Air Pack	AV200 Scott-Pak Harness
Air Pack	AV200 Scott-Pak Harness
Air Pack	AV200 Scott-Pak Harness
Thermal Camera	Thermal Imager K1000
Chiseling Hammer	Hilti Chiseling Hammer TE-905 AVR -115V
Tripod	Paratech Tripod
Portable Radio	Motorola XTS 5000 II Portable Radio
Raker	Raker Shore Rescue Equipment
Search Cam	Mongoose Search Cam - Extrication Camera
Delsar Life Detector	Delsar Life Detector - 4 Sensor System
Sirius	MSA SIRIUS Multi-Gas Detector
Core Drill	Hilti Core Drill w/ 4 diamond core bits
Raker Shore System	Bi Pod Conversion Kit
Raker Shore System	Flying Strut Conversion Kit
Hydra Ram	Hydra Ram II
Go Pro 4	Go Pro 4 black

TRAILER 4

ITEM NAME	DESCRIPTION
Mud Pump	3" Mud Diaphragm Pump
Power Unit	Stanley Power Unit - Single Circuit w/ 110V & 12V
Breaker Hammer	90 lb Breaker Hammer
Breaker Hammer	45 lb Breaker Hammer
Hydraulic Saw	15" Hydraulic Saw w/ bar, chain, case
Cut Off Saw	14" Cut Off Saw
Hammer Drill	Hammer Drill
Kor It Drill System	Kor It Drill System

TECH 14

ITEM NAME	DESCRIPTION
Truck	1993 Mitsubishi Truck w/ 14' Box Bed
Rescue Craft	RDC Water Rescue Craft
Rescue Craft	Water Rescue Craft
Radio	Motorola XTS5000
Outboard Motor	Yamaha 2008 Outboard Motor - 15 hp
Zodiac	Zodiac AVON ERB 400 Emergency Rescue Boat
Boat Motor	Yamaha 2009 long shaft motor
Lifesled	Lifesled
Lifesled	Lifesled
Convert-a-comm	Motorola convert-a-comm

UTILITY 4

ITEM NAME	DESCRIPTION
Mobile Radio	Motorola Mobile LCS 2000 Smartzone Radio
Convert a Com	Motorola Convert a Com
F450	2007 F450

TECH 34

ITEM NAME	DESCRIPTION
Comm System	CSI 2100 Confined Space Communication System
Comm System	CSI 2100 Confined Space Communication System
SCBA	Scott Airpak Harness w/ AV3000 Facepiece
SCBA	Scott Airpak Harness w/ AV3000 Facepiece
SCBA	Scott Airpak Harness w/ AV3000 Facepiece
SCBA	Scott Airpak Harness w/ AV3000 Facepiece
Portable Radio	Motorola XTS 5000 II Portable Radio
Air Pack	AV200 Scott-Pak Harness
Air Pack	AV200 Scott-Pak Harness
SKED Evac Tripod	SKED Evac Tripod w/ carry bag
Sirius	MSA SIRIUS Multi-Gas Detector
International	1992 International truck
Convert-a-comm	Motorola convert-a-comm
Stokes Basket	CMC stokes basket

TECH 42

ITEM NAME	DESCRIPTION
Comm System	CSI 2100 Confined Space Communication System
Air Cart	Air Source Cart
Air Cart	6000 PSI Air Source Cart
Cutting Tool	Petrogen Heavy Rescue Cutting Tools
SCBA	Scott Airpak Harness w/ AV3000 Facepiece

SCBA	Scott Airpak Harness w/ AV3000 Facepiece
Air Hammer	Quik Kut Air Hammer HD Kit
Portable Radio	Motorola XTS 5000 II Portable Radio
Exothermic Torch	Exothermic Torch, Slice Cordless Pack
Air Pack	AV200 Scott-Pak Harness
Air Pack	AV200 Scott-Pak Harness
Air Pack	AV200 Scott-Pak Harness
Air Pack	AV200 Scott-Pak Harness
Sirius	MSA SIRIUS Multi-Gas Detector
Air Tank	4500 psi - 60 minute cylinder
Air Tank	4500 psi - 60 minute cylinder
Hydra Ram	Hydra Ram II (Rabbit tool)
Generator	Honda Generator 6500W
Prism Light	Prism Inflatable Light - 1000W Model - PIL1000
Generator	6.5 KW Generator - Gas - 4NY96

TRAILER 42

ITEM NAME	DESCRIPTION
Trailer	Pace Covered Trailer
SKED Evac Tripod	SKED Evac Tripod w/ carry bag, orange bag
Comm System	CSI 2100 Confined Space Communication System

TECH 48

ITEM NAME	DESCRIPTION
GMC Truck	H 29 - 2 ton Haz Mat vehicle 1GDM7D1F6JV532909
Intercom Controller	Barton Intercom Controller
Radio	Mobile Radio - Motorola T99DX131W Spectra
Body Splint	Miller Body Splint - Miller Halfback
Mud Pump	Mud Diaphragm Pump
SCBA	Scott Airpak Harness w/ AV3000 Facepiece
SCBA	Scott Airpak Harness w/ AV3000 Facepiece
Vacuum Hose	Vacuum Truck Hose Support System (Air Spade)
Portable Radio	Motorola XTS 5000 II Portable Radio
Breaker Hammer	Brute Breaker Hammer
Masonry Saw	14" Masonry Circular Saw w/ Blade
Air Pack	AV200 Scott-Pak Harness
Air Pack	AV200 Scott-Pak Harness
Air Lift Bag	14 Ton Paratech Air Lifting Bag
Concrete Chainsaw	Concrete Chainsaw Kit - 14" w/ pump & diamond chain
Sirius	MSA SIRIUS Multi-Gas Detector
Generator	6.5 KW Gas Briggs & Stratton Generator #1933 - Gas - 4PA18 (in 95767)
Hydra Ram	Hydra Ram II
Go Pro 4	Go Pro 4 black

TRAILER 48

ITEM NAME	DESCRIPTION
Trailer	2014 Enclosed Trailer

COMMANDER VEHICLE

ITEM NAME	DESCRIPTION
Portable Radio	Motorola XTS 5000 II Portable Radio

Radio	Motorola XTS5000
WINCH	9000 LB WINCH

APPENDIX D

SUPPLY INVENTORY

Pinellas County will provide supplies to outfit the following caches'. The caches' will be developed with minimum inventory levels and a replacement schedule to support technical rescue responses with the appropriate equipment.

Rope: To include, but not be limited to, ascenders, descenders, edge protectors, pulleys, carabiners, webbing, rope, harnesses, minding pulleys, rescue racks, gear bags, prusiks, pick off straps, stokes basket, stretcher harness and PPE to support rope rescues.

Confined space: To include, but not be limited to, escape packs, half mask respirators, filter cartridges, lighting and air supply equipment.

Trench: To include, but not be limited to, trench boards, cribbing and support wood.

Structural collapse: To include, but not be limited to, anchor shackles, anchoring system, Sawzall blades, camera, drill bits, dust masks, canopy, hoists, nails, Tapcons, marking paint, air tool oil, angle grinder blades, wood, welding tips and cutting blades.

Machinery and equipment: To include, but not be limited to, anchor shackles, Sawzall blades, camera, drill bits, dust masks, canopy, hoists, nails, marking paint, air tool oil, angle grinder blades, and cutting equipment.

Shoring: To include, but not be limited to, nails, wood, screws and cutting equipment.

APPENDIX E
CONTRACTORS

City of Clearwater
112 South Osceola Avenue
Clearwater, FL 33756

City of Largo
Attn: Fire Chief
P.O. Box 296
Largo, FL 33779

with a required copy to:

City of Largo
Attn: City Attorney
P.O. Box 296
Largo, FL 33779

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

City of St. Petersburg
400 Dr. Martin Luther King, Jr. Street South
St. Petersburg, FL 33701