

## **FIRST AMENDMENT TO THE EMERGENCY MEDICAL SERVICES ALS FIRST RESPONDER GROWTH MANAGEMENT AGREEMENT**

**THIS FIRST AMENDMENT** ("First Amendment") is made this \_\_\_\_\_ day of \_\_\_\_\_, 2023, between the CITY OF SAFETY HARBOR, a Florida municipal corporation ("Contractor"), and the PINELLAS COUNTY EMERGENCY MEDICAL SERVICES AUTHORITY, a special district ("Authority")(collectively, the "Parties").

NOW, THEREFORE, in consideration of the mutual promises and agreements set forth herein, and for other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the Parties agree as follows:

1. The effective date of this First Amendment is October 1, 2023 ("Effective Date").
2. Contractor currently contracts with the Authority to provide Advanced Life Support (ALS) First Responder Services. The Contractor and the Authority are currently parties to the Emergency Medical Services ALS First Responder Agreement, dated October 1, 2022 ("Agreement").
3. All capitalized words used in this First Amendment that are not otherwise defined in this First Amendment shall have the meaning provided in the Agreement.
4. The Agreement is amended by this First Amendment to include additional emergency medical services. Authority and Contractor agree to a one-year pilot project to operate Medic 53 as a jointly funded ALS First Responder Unit ("Pilot Project"). Medic 53 will be operated by two Field Personnel. During peak periods (40 hours per week), Contractor will provide one Field Personnel and the Authority will provide funding for the second Field Personnel. Medic 53 will be pre-positioned to optimize coverage in Response Zone 52 or 53 based upon demand. The term of the Pilot Project will begin on the Effective Date of this First Amendment and run for one (1) year, unless terminated sooner by the termination of the Agreement, however terminated. If the Parties determine the Pilot Project has been successful, it may be extended by joint written agreement of the Parties for the duration of the Agreement.
5. Appendix A of the Agreement is deleted in its entirety and replaced with the First Amendment Appendix A attached to this First Amendment. All references to Appendix A in the Agreement shall be deemed to refer to First Amendment Appendix A.



6. Section 701(h) of the Agreement provides for an extraordinary budget increase which must be negotiated and approved prior to the beginning of the next fiscal year in the event any proposed budget submitted by the Contractor should exceed three (3%) percent of the prior Fiscal Year's budget. The Contractor's funding for FY22-23 totaled \$1,050,449 and a budget request of \$1,176,933, which includes \$100,000 for the enhancement listed in item #2 above, for FY23-24 has been submitted, resulting in an increase of 12.0% or \$126,484. The Authority hereby agrees to and has funded and authorized the Contractor's budget request of \$1,176,933 for FY23-24, which change is reflected on First Amendment Appendix A.
7. Authority shall provide and maintain a countywide Traffic Preemption System in cooperation with the County and municipal traffic control systems. "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. Traffic Preemption System equipment shall be provided for frontline Authority Funded Units and Contractor Funded 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.
8. Contractor shall ensure all Field Personnel that have access 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. Field 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.



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9. All other terms and conditions of the Agreement not specifically amended by this First Amendment shall remain in full force and effect. In the event of a conflict between the Agreement and this First Amendment, this First Amendment shall govern and control.
  10. The Parties represent and warrant that they are authorized to enter into this First Amendment without the consent or joinder of any other person or entity and that the individuals executing this First Amendment have full power and authority to bind their respective parties.
  11. This First Amendment may be executed in one or more counterparts, any one of which need not contain the signatures of more than one party, but all such counterparts taken together will constitute one and the same instrument.
  12. This First Amendment may be executed by electronic signature technology and such electronic signature shall act as the Parties' legal signatures on this First Amendment and shall be treated in all respects as an original handwritten signature.

**[Signature Page to Follow]**

IN WITNESS WHEREOF the Parties, by and through their undersigned authorized officers have caused this Agreement to be executed on this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

ATTEST:  
KENNETH BURKE, CLERK

PINELLAS COUNTY EMERGENCY  
MEDICAL SERVICES AUTHORITY  
By and through its Board of County  
Commissioners

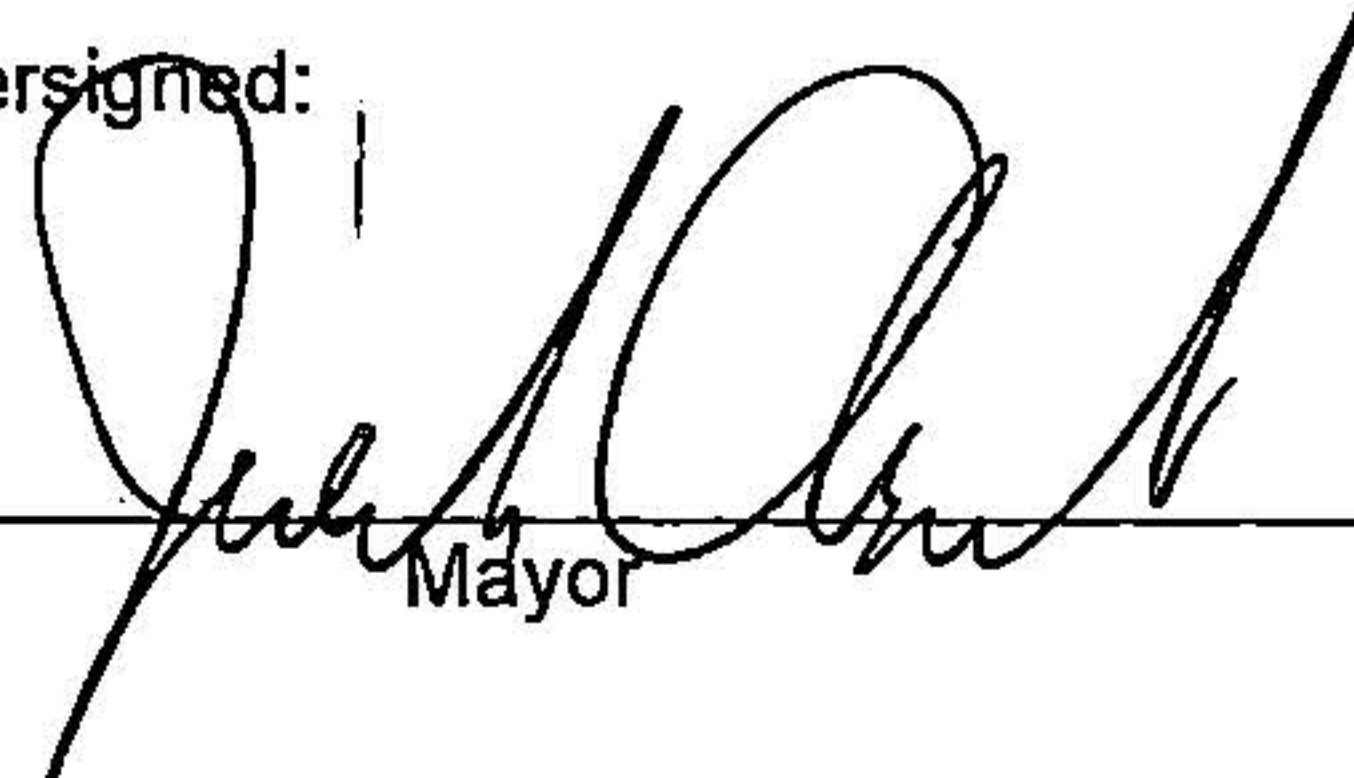
by: \_\_\_\_\_  
Deputy Clerk

by: \_\_\_\_\_  
Chairman


APPROVED AS TO FORM

By: Jason C. Ester  
Office of the County Attorney


Countersigned:

by:   
Mayor

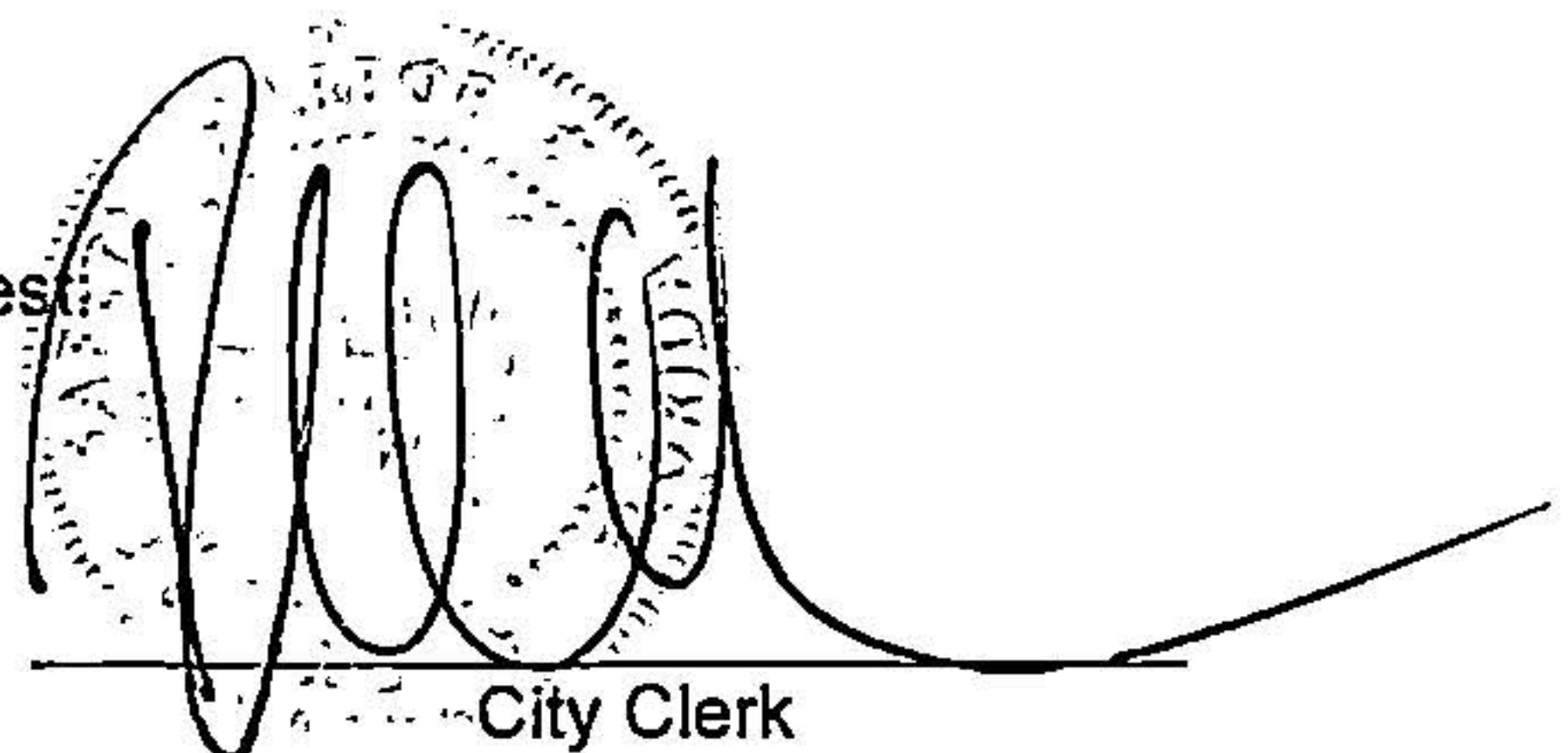
CITY OF SAFETY HARBOR, FLORIDA

by:   
City Manager

Approved as to form:

by:   
City Attorney

Attest:

by:   
City Clerk

**First Amendment Appendix A**  
**ALS First Responder Profile**

<b>Contractor</b>	Safety Harbor
<b>EMS District(s)</b>	Safety Harbor EMS District
<b>Authority Funded Units</b>	Engine 52 Truck 53 Medic 53 (partial funding – peak unit)
<b>Contractor Funded Units</b>	Medic 53 (partial funding – peak unit)
<b>EMS Coordination</b>	EMS Coordinator – 75% FTE (Safety Harbor 500)
<b>FY23-24 Annual Compensation</b>	\$1,176,933, which includes \$100,000 for the Medic 53 Pilot Project.
<b>Projected Capital</b>	FY23-24 None FY24-25 None FY25-26 None FY26-27 Safety Harbor 500