

## Settlement Agreement

This Settlement Agreement is intended to reflect the terms and conditions under which staff for Pinellas Suncoast Fire & Rescue District (“PSFRD”), and the Pinellas County Emergency Medical Services Authority (“PCEMSA”) will recommend settlement to each of their respective governing boards.

**WHEREAS**, PSFRD brought suit against PCEMSA (collectively “Parties”) in Pinellas County Circuit Court (Case No. 16-002888-CI) alleging, in inter-alia, that the PSFRD had not been appropriately compensated by PCEMSA from October 1, 2009 – September 30, 2015 for funding relating to emergency medical services (“Litigation”); and

**WHEREAS**, the Pinellas County Board of County Commissioners (“BCC”) sits as the governing body of the PCEMSA;

**WHEREAS**, that Litigation was stayed pending compliance with the intergovernmental dispute resolution processes found in Ch. 164, Florida Statutes;

**WHEREAS**, PCEMSA and PSFRD staff have met on several occasions pursuant to the provisions of Ch. 164, Florida Statutes;

**WHEREAS**, the respective staff of each of the Parties have come to a proposed resolution of the dispute raised in the litigation as reflected herein.

1. This settlement agreement is expressly conditioned on the approval of the Pinellas Board of County Commissioners, sitting both in their capacity as the Pinellas County Board of County Commissioners and as the Pinellas County Emergency Medical Services Authority, and conditioned on the approval of the Board of Fire

Commissioners of the Pinellas Suncoast Fire & Rescue District. In the event that either the BCC, or the Board of Fire Commissioners of the PSFRD do not approve this settlement agreement, then this Settlement Agreement shall be null and void.

2. This Settlement Agreement is the compromise of a disputed claim and made for the purpose of avoiding litigation and costs and that this payment is not to be construed as an admission of liability on the part of PCEMSA, the BCC, or any Pinellas County employee and is not an admission of liability or improper purpose of PSFRD.
3. PSFRD and PCEMSA further declare and represent that no promises, inducements, or agreements not herein expressed have been made to or by the Parties and that this Settlement Agreement contains the entire agreement between the Parties hereto, and that the terms of this Settlement Agreement are contractual in nature and not a mere recitals.
4. Each Party further represents and acknowledges that the Party has been represented by legal counsel in this matter and that the only legal advice each Party has received and/or relied upon has been provided by that Party's lawyer(s) and not by any other lawyer or other person.
5. Each Party shall be responsible for its own attorney's fees and/or costs of any kind.
6. The Parties agree that upon final approval of this Settlement Agreement by all of their respective governing bodies, that this Settlement Agreement shall become final and effective. This Settlement Agreement shall only become effective upon the formal approval of the last of the governing bodies of the Parties to approve this Settlement Agreement ("Effective Date").

7. Upon the Effective Date of this Settlement Agreement, the Parties hereby stipulate and agree that henceforth, the PCEMS Special Act, Ch. 80-585, Laws of Florida, as amended, shall be interpreted to have PSFRD expressly designated as an existing EMS provider with a minimum level of service for PSFRD of two 24/7 Advanced Life Support Fire Rescue (ALSFR) positions, to be funded in accordance with the PCEMSA Special Act.
8. The Parties further agree that prior to October 1, 2017, the Parties shall enter into an ALSFR Service Agreement (containing usual intergovernmental terms) to become effective on October 1, 2017, which shall have a term matching the standard ALSFR agreements to become effective October 1, 2017 system wide (including any potential renewals), which ALSFR Service Agreement shall also incorporate the following terms:
  - a. PCEMSA will provide ALSFR funding for Squad 26 for one position until the Redington Beaches EMS Station (currently shown in the Pinellas County Capital Improvement Program as Project 002996A) is operational. If the station becomes operational, and PSFRD is not the ALSFR provider selected to staff the station, minimum funding under this service agreement shall default to paragraph c. below.
  - b. The PCEMSA will fund the full amount of the PSFRD's submitted budget for FY17-18 (submitted on 04/07/17 for a total amount of \$1,797,906.00). Thereafter the PCEMSA shall provide ALSFR funding for at least 50% of one position 24/7 for Truck 28 beginning in FY18-19.

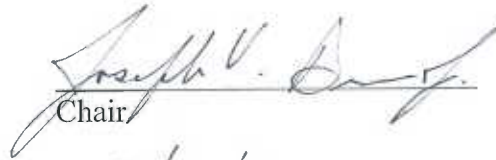
- c. Subject to the provisions relating to annual appropriation and fiscal nonfunding, in no event shall funding for PSFRD fall below 2 – 24/7 ALSFR positions.
  - d. Submitted budgets will be based upon reasonable and customary EMS Costs utilizing the EMS allowable cost model.
9. The Parties agree that PCEMSA and the BCC will reconsider the location of the Redington Beaches EMS Station if the current project to be located within the Town of North Redington Beach doesn't come to fruition, and will accept input from PSFRD into the consideration of a different location to serve the Redington Beaches area.
10. It is recognized by the Parties that PSFRD has many capital projects that may fall within the funding priorities of the Penny for Pinellas. It is recognized by the Parties that station 28 is greater than 30 years old. It is recognized that Marine 27 is currently more than 22 years old and in need of refurbishment or replacement. Marine 27 provides EMS service up and down the beach and throughout the intracoastal waterway. It is also recognized that PSFRD has a failing aerial apparatus that is more than 15 years old.
11. In the event that the Penny for Pinellas renewal referendum passes in November 2017, the Parties, by and through their administrative staff, shall meet within 60 days of that referendum. The Parties shall jointly assess the following for consideration of Penny for Pinellas (Penny IV) or other revenue source funding, all accounting for the PSFRD and EMS system needs:

- a. Replacement or refurbishment of Station 28 (for a cost not to exceed \$3,000,000.00). The Parties also agree that they will evaluate the cost/benefit to moving Station 28 to the north and west to optimize placement with the PSFRD and provide for an auxiliary Emergency Operations Center to be housed in Station 28;
  - b. Reimbursement to PSFRD for its expected replacement of aerial apparatus (for a cost not to exceed \$1,400,000.00); and
  - c. Marine 27 refurbishment or replacement (for a cost – including equipment – not to exceed \$150,000).
12. The Parties hereto waive any and all rights, claims, potential claims, causes of action, potential causes of action related in any manner to the Litigation or funding for prior years, and the Parties agree to dismiss the lawsuit with prejudice within 30 days after execution by both parties of the ALSFR Service Agreement as described in Paragraph 8 herein.

IN WITNESS WHEREOF the Parties have executed this Settlement Agreement as of the day indicated next to their representative's signature.

PINELLAS COUNTY BOARD  
OF COUNTY COMMISSIONERS, sitting  
both as  
the governing body of Pinellas County,  
Florida, and  
the Pinellas County Emergency  
Medical Services Authority

PINELLAS SUNCOAST FIRE & RESCUE  
DISTRICT

  
Chair

7/12/17  
Date Executed

\_\_\_\_\_  
Chair

\_\_\_\_\_  
Date Executed

Attest: KEN BURKE


\_\_\_\_\_  
Deputy Clerk

Attest:

 7/12/17

\_\_\_\_\_  
Larry Schear, Secretary/Treasurer

APPROVED AS TO FORM

By:   
\_\_\_\_\_  
Office of the County Attorney