

2021

PINELLAS COUNTY

TECHNICAL RESCUE TEAM AGREEMENT

CITY OF CLEARWATER

October 1, 2021

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

**PINELLAS COUNTY
TECHNICAL RESCUE TEAM AGREEMENT**

THIS INTERLOCAL AGREEMENT (“Agreement”) is entered into this ____ day of _____, 2021, by and between the City of Clearwater, a Florida municipal corporation, Contractor (“Contractor”) and the Pinellas County Board of County Commissioners (“County”) (“individually, “Party”, collectively, “Parties”).

RECITALS

WHEREAS, the Cities of Clearwater, Largo, Pinellas Park, St. Petersburg and the County established the Pinellas County Technical Rescue Team (“TRT”) and desire to continue the collaboration to respond to emergency incidents that involve complex rescue situations within Pinellas County

WHEREAS, it is essential to maintain preparedness, training, expertise, equipment and resources to maintain an effective capability to respond to emergency incidents involving complex rescue situations and provide specialized Technical Rescue.

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 funding and the provision of Technical Rescue 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. Technical Rescue Vehicles, Equipment and Supplies

Appendix B. Provider Agencies Contacts

Appendix C. Technical Rescue Standard Operating Procedures (“SOPs”) Manual

SECTION 104. SCOPE OF SERVICES. In exchange for funding from the County as outlined herein, the services to be performed by 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) Rescue of patients during an incident for the best possible outcome in order to protect the health, safety and improving the quality of life of the community by providing Technical Rescue as per the SOP.

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 by 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” or “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 district 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 their certification in specific areas of technical competence within the State of Florida; and (2) the 8-hour bi-monthly training class which totals forty-eight (48) hours of training annually. Each bi-monthly training is provided three times to accommodate shift-based Field Personnel.

“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.

“EMS System” means the network of organizations and individuals, including, but not limited to the authority, ambulance contractor, the Contractor, the EMS Advisory Council, the Medical Control Board and the Medical Director, established to provide emergency medical services in Pinellas County.

“Field Personnel” means Technical Rescue Technicians, “operations level” and “awareness level” technicians, paramedics and emergency medical technicians employed by the Contractor or Provider Agencies.

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

“Florida Urban Search and Rescue Specialist” or “FLUSAR Specialist” means any member who is a Technical Rescue Technician and has additional training to include a one hundred twenty (120) hour structural collapse course and an eighty (80) hour vehicle and machinery extrication course. A sub-set of members shall attend a forty (40) hour swift water technician course.

“Party” or “Parties” means either the County or the Contractor, 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 unified response team of Field Personnel that have the capability and expertise to respond to emergency incidents which require Technical Rescue.

“Provider Agencies” means the Cities of Clearwater, Largo, Pinellas Park and St. Petersburg.

“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 dispatch of all Fire Rescue and EMS System resources including the Technical Rescue Team; and providing for the ongoing communications via radio and wireless data systems.

“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 Contractor has determined to be the closest by travel time or most appropriate in ranked order or successor methods (i.e. GPS).

“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 front line, five (5) years reserve; with respect to medium/heavy duty chassis and all other vehicles, ten (10) years front line, 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, to be of such severity as to warrant institution of special legal conditions authorized by Chapter 252, Florida Statutes.

“Technical Rescue” means the services needed for emergency incidents, industrial accidents and natural and man-made disasters involving: search and rescue operations in damaged or collapsed structures; confined space rescue; trench and below grade rescue; high angle and advanced rope rescue; technical water rescue

including swift water; wilderness search and rescue; large animal rescue; complex entrapment in machinery and vehicles; and the extrication, evacuation, and medical stabilization of victims.

“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. The current version is attached hereto as **Appendix C**.

“Technical Rescue Technician” means any member of the TRT having successfully completed technician level training consisting of an eighty (80) hour high angle rope rescue class; a forty (40) hour confined space class; and a forty (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.

Contractor shall ensure its Field Personnel attend all required classes to attain and maintain the requirements to be a certified Technical Rescue Technician as soon as practicable in accordance with National Fire Protection Agency (NFPA) Standard 1006 and 1670 and the TRT SOP. Training will consist of classroom based and/or distance learning methods as determined by the Parties, in accordance with the TRT SOP.

(a) **Awareness level.** New members assigned to the TRT will receive in house training, be classified as “awareness level” and will attend bimonthly training sessions.

(b) **Operations level.** New members assigned to the TRT that have started but not completed all of the Technician level training courses will be classified as “operations level” and will attend the remaining Technician level training courses needed and bi-monthly training sessions necessary to achieve Technician level.

(c) **Technician level.** Technician level training will consist of an eighty (80) hour high angle rope rescue class; a forty (40) hour confined space class; and a forty (40) hour trench rescue class. These classes will be held on an episodic basis over a two-year period.

(d) **FLUSAR Specialist level.** FLUSAR Specialist level training will consist of Technical Rescue Technician training and the additional training to include a one hundred twenty (120) hour structural collapse class and an eighty (80) hour vehicle and machinery extrication class. A sub-set of members shall attend a forty (40) hour swift water technician class.

(e) Field Personnel shall attend a minimum of thirty-two (32) hours of the regularly scheduled forty-eight (48) hours of Continuing Education (i.e. bi-monthly training.)

(f) Command staff will select a sub-set of Field Personnel to attend additional training to include a one hundred twenty (120) hour structural collapse class; an eighty (80) hour vehicle and machinery extrication class; and a forty (40) hour swift water technician class. This class will be scheduled on an episodic basis when funding is available.

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

SECTION 402. PERSONNEL.

(a) **Response with Trained Personnel.** Contractor shall ensure that the minimum level of Field 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, Contractor may call back its off-duty Field Personnel 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) Training Instructors. Contractor personnel that have met the training requirements and have been authorized by the TRT command staff may conduct Technical Rescue Technician courses and Continuing Education as designated TRT instructors. TRT Instructors shall be compensated in accordance with Section 701(b). Adjunct Instructors are TRT Instructors that have demonstrated proficiency in the technical rescue field and may instruct under the supervision of a lead instructor. Lead Instructors shall attain and then maintain State of Florida - Fire College Department of Insurance Continuing Education (FCDICE) credentials as an instructor for each topic or course that they teach.

(e) Technical Rescue Command Staff. Each Contractor shall designate a company officer or 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 Field Personnel to ensure compliance with TRT SOP's.
- (3) Monitoring Contractor Field 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 services in a manner that is professional.

- (4) Attending and actively participating in technical rescue related meetings.
- (5) Participating in capital and operating budget development of the TRT, including identifying areas for improvement or gaps in team capability during the County's annual budget process.
- (6) Coordinating with County administrative staff to manage contract compliance of the TRT.
- (7) Participating with the County on hazard vulnerability and risk assessments regarding Emergency Support Function (ESF) 9 issues upon request.
- (8) Providing an on-site command staff person to assist with the ESF-9 requirements in the Pinellas County Emergency Operations Center (EOC) upon EOC activation upon request. This may be one TRT command staff member to represent TRT at the EOC.
- (9) TRT team members from each Contractor shall be designated for logistics and medical liaison positions to support TRT operations. The logistics position will be utilized to maintain existing equipment and supplies; research new equipment and supplies as needed; and work with County staff. The medical position will be responsible for working with the EMS Medical Director and County staff to coordinate Advanced Practice Paramedic protocols and continuing medical education. Such personnel shall be compensated for work performed in addition to their normal work schedule utilizing training funds in accordance with Section 701(a).

(f) **Advanced Practice Paramedics.** 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 Pinellas 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; and

- (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, 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 shall manage any State of Emergency assistance or mutual aid response outside of Pinellas County in a manner which does not prevent Contractor(s) from rendering services in accordance with 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 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, Contractor shall provide Technical Rescue in accordance with the then current Run Cards for all technical rescue incidents. Contractor's authorized representative 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 Contractor.

SECTION 405. TECHNICAL RESCUE SUPPLIES AND INVENTORY CONTROL.

Contractor and County shall establish and implement inventory control procedures for the stocking and use of technical rescue supplies. 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. Contractor shall utilize the County's vehicle, equipment and supply inspection and inventory software system and adhere to inventory control procedures that the County may require.

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

The Contractor shall utilize the Regional 9-1-1 Center for the dispatch of all Technical Rescue units to technical rescue incidents. Contractor 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.

Contractor 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 503, 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 Contractor, all necessary broadband networking from Fire Stations to the Regional 9-1-1 Center's data system.

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. Contractor shall maintain records of their personnel's certifications. County shall be responsible for payment of any fees associated with successfully completed 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 Contractor 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 vehicles described on **Appendix A**. Vehicle specification and selection shall be “mission capable” depending on the type of incident.

(b) **Maintenance of Vehicles and Fuel.** County shall be responsible for the maintenance and repair of County owned technical rescue vehicles 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 vehicles are maintained and used in accordance with this Agreement. The Contractor will use its best efforts to keep County vehicles secure in a covered facility.

(c) **Staffing of Vehicles.** Contractor shall ensure that at least one technical rescue support company comprised of the Contractor's personnel, as stated in 402(a), who are trained as Technical Rescue Technicians are on duty to respond to any upgraded technical rescue incidents in an appropriate technical rescue vehicle.

(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 A**. Capital equipment purchases are subject to separately budgeted and approved County funding. County shall also be responsible for the cost of replacing utilized technical rescue supplies.

(e) **Technical Rescue Communications Equipment.** County will provide mobile data terminal(s) (MDT) and mobile and portable radios upon approved funding. 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.** Contractor shall allow representatives of the County to inspect technical rescue vehicles and equipment during normal business hours upon reasonable notice.

SECTION 502. CONTINUING TECHNICAL RESCUE EDUCATION. County shall provide and make available to the Contractor, at the County's cost, a Continuing Education training program.

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 A**. The radio equipment shall be installed in the technical rescue vehicles 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 vehicles 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 Contractor, the technical rescue supplies used by the Contractor 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 cooperatively with the Contractor to develop inventory controls and expiration tracking mechanisms.

SECTION 505. TECHNICAL RESCUE EQUIPMENT AND MAINTENANCE. The County shall provide all equipment listed in **Appendix A** for technical rescue units including adequate spare equipment excluding equipment normally utilized for firefighting operations. Contractor agrees 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. Contractor 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 Contractor collects during a technical rescue incident. Contractor 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

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 County 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 County, and listing all carriers issuing said policies; and, a certified copy of each policy, including all endorsements. Where applicable, Contractor shall submit to County 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 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(5), F.S., should the State Legislature change these limits, coverage consistent with the revised limits 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 County 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 County. Contractor shall also notify County 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 County for payment of premiums or assessments for any deductibles which all are at the sole responsibility and risk of Contractor.

(c) The County 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 County, to any such future coverage, or to County's Self-Insured Retention of whatever nature.

SECTION 603. LIABILITY. Contractor and 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 County. Nothing herein shall be construed as consent by Contractor or 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 County, its employees or agents, or arising out of the negligence of any persons or entities contracted by, appointed by, or approved by the County to provide services related to this Agreement (including but not limited to other Contractors, the Ambulance Contractor, Medical Control Board and Medical Director). This Section 603 shall survive expiration or earlier termination of this Agreement.

ARTICLE VII

COMPENSATION AND OTHER FINANCIAL PROVISIONS

SECTION 701. COMPENSATION.

(a) **Training funds.** County will provide Contractor up to \$123,145 in Fiscal Year 2021-2022 to pay the reimbursement of overtime or backfill costs for TRT members successfully completing initial training and/or attending Continuing Education as identified in Section 401 or logistics or medical support as identified in Section 402(e)(9). Each Fiscal Year the reimbursement cap will be the amount in the County's adopted budget

which shall not be less than the Fiscal Year 2021-2022 reimbursement amount. These funds may also be used for reimbursement of overtime or 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 Contractor's 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. Contractor, at their sole discretion, will manage and prioritize the use of funds as provided in this section. The Contractor is responsible for any costs incurred above the reimbursement cap.

(b) Training Instructors. County shall reimburse the Contractor for the actual cost of salary and benefits up to \$75.00 per hour for any overtime or backfill costs for TRT Training Instructors to teach a training course or Continuing Education. Such instructor hours must be pre-authorized by the County. Such reimbursement is separate from the funds provided in Section 701(a) herein and is subject to the amount budgeted by the County each Fiscal Year. The County may utilize vendors or St. Petersburg College on an as needed basis.

(c) Travel funds. The County shall provide up to \$10,000 each Fiscal Year for all Provider Agencies combined, to reimburse Contractor for pre-authorized travel expenses for TRT members or command staff to attend training or professional conferences.

- a. Travel requests must be submitted forty-five (45) days in advance, in writing using County forms provided.
- b. Such travel requests may be approved by the County's Director of EMS & Fire Administration, at his or her sole discretion, and subject to the availability of funds.
- c. Travel must be coordinated, booked, and paid for by the Contractor and be accomplished by the most economical means available.
- d. Travel expenses will be limited to lodging, air and ground transportation, and conference, training registration fees or any other pre-approved expense. Per diem/subsistence will not be paid by the County.

- e. Reimbursement of such costs will be made in arrears and upon presentation of successful completion of training or attendance and supporting invoices/receipts submitted within twenty (20) days of travel.

SECTION 702. ADDITIONAL UNITS.

Contractor-Funded. To ensure 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, Contractor may elect to do so. Contractor is responsible for all costs associated with staffing, equipping and operating its own 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 Contractor's 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.

Contractor 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 year, the County shall notify the Contractor in writing within five (5) days of the determination of such occurrence and this Agreement shall terminate on the last day of current fiscal year without penalty or expense to the County.

SECTION 705. NOT TO EXCEED CAP. Any and all compensation, payment, or reimbursement of any kind to the Contractor provided for 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 Contractor 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 Contractor 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, 2021 and ending at midnight September 30, 2026, 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 renewal which is subject to County and

Contractor's approval prior to July 1, 2026. References in this Agreement to "Term" shall include the initial term of this Agreement and all renewals thereof. The effective date of this Agreement for reimbursement purposes shall be October 1, 2021.

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 Contractor in breach. For purposes of this section 802(a), "cause" shall mean a material breach by a Contractor 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 Contractor 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 Contractor 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, Contractor 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 the Contractor or the County upon six (6) months written notice to the other Parties.

SECTION 803. DISPOSITION OF ASSETS.

(a) **Assets Paid For By County.** Upon termination of this Agreement, Contractor shall return to County, for the use and benefit of the taxpayers, all assets purchased with funds provided to Contractor under this 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.

(b) **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 Contractor.

(c) **Assets Paid For By Both Contractor and County.** In case of any asset purchased with funds of both the Contractor and the County, Contractor 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 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 desire 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 the Contractor and the County.

(d) **Date to Return Assets.** The return of any assets and/or funds in lieu of assets as described in this Section 803 above, 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 Contractor and County cannot, after good faith attempt, resolve any controversy or dispute that may have arisen under this Agreement or Section 701, Contractor and County shall appoint an ad-hoc committee consisting of one representative from the County, one representative from the Contractor and one mutually agreed upon representative from the Pinellas County Fire Chiefs Association, 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 Contractor. 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 Contractor, 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, 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 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.

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 Contractor: See **Appendix B**

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

[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 _____, 2021.

ATTEST:
KENNETH BURKE, CLERK

PINELLAS COUNTY,
by and through its governing body, the
Board of County Commissioners

by: _____
Deputy Clerk

by: _____
Chairman

Countersigned:

CITY OF CLEARWATER, FLORIDA

by: _____
Frank Hibbard
Mayor

by: _____
Micah Maxwell
Assistant City Manager

Approved as to Form:

Attest:

by: _____
Matthew Smith
Assistant City Attorney

by: _____
Rosemarie Call
City Clerk

APPENDIX A

TECHNICAL RESCUE VEHICLES, EQUIPMENT AND SUPPLIES

VEHICLES

Vehicle Description	Unit Id
2021 Ward Medium Duty Rescue Unit	TE14
2018 Pierce Heavy Duty Rescue Unit	TE34
2016 International Tractor / 2018 Hackney Trailer	TE42
2019 Pierce Heavy Rescue Unit	TE48
2021 Equipment Trailer – Shoring/Hydraulic Equipment	TE4
2015 Equipment Trailer – Shoring	TRL48
2010 Equipment Trailer – Animal Rescue	TRL34
2010 Equipment Trailer – Deployment	N/A
2007 Ford F450 Utility Vehicle	U4

EQUIPMENT

800 MHz Mobile Radio per unit
800 MHz Portable Radios x4 per unit
Air Bag System
Air Carts and Tanks
Air Powered Tools – Hammer Chisel/Drill/Jack Hammer
Animal Rescue System – Rescue Glide
Confined Space Communications System
Digital Camera
Hasty Search Kit
Inflatable Boat/Motor
Jon Boat/Motor
Magnetote Cutting Torch System
Mobile Data Terminal – Rugged Laptop
Mud Pump
Multi-RAE Calibration Cradle
Multi-RAE Gas Detection Monitors
Oxy-acetylene Torch
Rescue 1 Platform Boat/Motor/Trailer
Saw - Masonry
SCBA Packs and Bottles
SCBA SKA Pak Plus
Search Camera System
Shoring Equipment
Shoring System – Bi Pod
Shoring System - Flying Raker
SKA Pak Plus
SKED Evacuation Tripod
SKED Litter
Thermal Camera
Vacuum Truck Hose System
Winch

EQUIPMENT AND SUPPLIES

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.

Confined Space: To include escape packs, lighting, communications equipment, and air supply equipment.

Vehicle Machinery and Equipment: To include anchor shackles, cutting blades, digital and thermal cameras, drill bits, dust masks, canopy, hoists, heavy rigging equipment, nails, marking paint, air tool oil, angle grinder blades, and cutting equipment.

Personal Protective Equipment (PPE) (Individual Issue): To include boots, extrication gloves, gear bags, goggles, SCBA masks, half face respirators, helmets, headlamps, rope gloves, t-shirts, and pants.

Personal Protective Equipment (PPE) (Unit Issue): To include P100 cartridge filters, Class III Harnesses, hearing protection, elbow & knee pads, safety vests, and safety glasses.

Rope Rescue Equipment: To include ascenders, descenders, edge protectors, pulleys, carabiners, webbing, ropes, harnesses, minding pulleys, rescue racks, gear bags, prusiks, anchor straps and pick off straps, stokes basket, and stretcher harnesses.

Shoring: To include struts, screw jacks, brace equipment, pneumatic tools, drills, nails, wood, screws and cutting equipment.

Structural collapse: To include hydraulic equipment to include spreaders/rams/cutters, portable generators, core drills, listening devices, anchor shackles, anchoring systems, cutting blades, digital and thermal cameras, drill bits, dust masks, canopy, hoists, nails, concrete anchors, marking paint, air tool oil, angle grinder blades, wood, welding tips and cutting blades.

Swiftwater Personal Protective Equipment (PPE) (Unit Issue): To include extrication leash, flashlights, flippers, gear bag, knife, personal floatation device, strobes, wetsuits and dry suits, and whistle.

Swiftwater Personal Protective Equipment (PPE) (Individual Issue for Swiftwater Trained Personnel): To include boots, gloves, helmet, and masks.

Team Identification: To include team pins, team patch, vehicle and helmet stickers.

Trench: To include struts, trench boards, air bags, dewatering equipment, cribbing, plywood and lumber.

APPENDIX B

PROVIDER AGENCY CONTACTS

City of Clearwater
1140 Court Street
Clearwater, FL 33756
Attn: Fire Chief

City of Largo
P.O. Box 296
Largo, FL 33779
Attn: Fire Chief
Attn: City Attorney (additional required copy)

City of Pinellas Park
11350 43rd Street North
Clearwater, FL 33762
Attn: Fire Chief

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

APPENDIX C

**PINELLAS COUNTY TECHNICAL RESCUE TEAM
STANDARD OPERATING PROCEDURES MANUAL**