

2019

**EMERGENCY MEDICAL SERVICES
ALS FIRST RESPONDER
GROWTH MANAGEMENT AGREEMENT**

CITY OF CLEARWATER

**PINELLAS COUNTY
EMERGENCY MEDICAL SERVICES AUTHORITY
12490 Ulmerton Road
Largo, FL 33774**

**EMERGENCY MEDICAL SERVICES
ALS FIRST RESPONDER
GROWTH MANAGEMENT AGREEMENT**

AGREEMENT made this _____ day of _____, 2019, between the CITY OF CLEARWATER, a Florida municipal corporation (“Contractor”) and the PINELLAS COUNTY EMERGENCY MEDICAL SERVICES AUTHORITY, a special district (“Authority”).

RECITALS

1. The Authority is a special district created for the purpose of providing Emergency Medical Services (“EMS”) throughout Pinellas County (“County”), pursuant to Chapter 80-585, Laws of Florida and Chapter 54, Article III, Pinellas County Code, as amended (“The Acts”).
2. The Authority has contracted with various municipalities and independent special fire districts in the County to provide First Responder Services and has also contracted with an Ambulance Contractor to provide ALS emergency and non-emergency transport services (collectively referred to as “Provider Agencies”).
3. The Authority has entered into an agreement with Contractor to provide First Responder Services (the “ALS Agreement”).
4. Contractor and Authority agreed in Section 402 of the ALS Agreement to work collaboratively to expand the use of Priority Dispatch Protocols to reduce responses to certain non-life threatening EMS Incidents, and further agreed that the expansion of the use of Priority Dispatch Protocols would be dependent on the Authority revising their level of service resolution to adopt Contractor’s current ALS deployment as the minimum foundation necessary to maintain current services levels within the Contractor’s EMS District in accordance with Section 403 of the ALS Agreement.
5. The Authority and certain Provider Agencies desire to collaborate to manage the growth of EMS Incidents through a multi-faceted and cooperative effort to

prioritize availability of ALS First Responder Units for life threatening emergencies, potentially life-threatening emergencies and fire suppression by reducing the EMS workload of ALS First Responder Units to non-life threatening EMS Incidents.

6. The preparedness model for emergency medical services statically deploys units and resources geographically to meet specified travel time performance and historical demand workload by zone and provides coverage at all times irrespective of demand migrations.
7. The demand model for emergency medical services deploys units dynamically to migrate toward areas and times of increased demand and coverage varies by demand.
8. The Authority hereby recognizes the preparedness model for ALS First Responder coverage throughout the County and agrees to maintain the current level of service and funding for the current Authority Funded ALS First Responder Units for Provider Agencies that participate in growth management strategies.
9. The Authority and Contractor desire to work collaboratively to develop, implement, and monitor the phased implementation of growth management strategies.

NOW, THEREFORE, in consideration of the mutual covenants, terms and conditions herein set forth to be kept and performed by and between the parties hereto, it is agreed as follows:

ARTICLE I

THE AGREEMENT

SECTION 101. 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 to enable the cooperative provision of ALS First Responder Services following the growth management strategies outlined herein.

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.

SECTION 103. CONTRACT DOCUMENTS.

The following Appendix is attached to and made part of this Agreement:

Appendix A. Foundational Units Resolution

ARTICLE II
DEFINITIONS

SECTION 201. WORDS AND TERMS. Terms used but not defined in this Agreement shall have the same meaning as those terms in the Emergency Medical Services ALS First Responder Agreement between the Authority and Contractors.

Unless the context otherwise requires, capitalized terms used herein shall have the following meanings ascribed to them:

“Growth Management Plan” is the sum of all efforts to manage the growth of EMS demand by prioritizing the availability of ALS First Responder Units for response to life-threatening medical emergencies, potentially life-threatening medical emergencies, fire suppression and other hazardous emergencies, through the response of Ambulances only to non-life-threatening or routine Patient transportation requests for service. Efforts may include other growth management initiatives to reduce the demand for EMS services through public education, community outreach, pathway management and alternate response configurations for segments of Patients not experiencing life threatening or potentially life-threatening emergencies.

ARTICLE III

GROWTH MANAGEMENT

SECTION 301. PRIORITY DISPATCH PROTOCOLS. Contractor shall respond to EMS Incidents in accordance with the then current Priority Dispatch Protocols. Contractor shall cooperate with the Authority in implementing periodic enhancements and improvements to the Priority Dispatch Protocols through collaboration and mutual consent.

SECTION 302. GROWTH MANAGEMENT PLAN. Contractor and Authority agree to expand the use of Priority Dispatch Protocols to actively implement growth management strategies to reduce the EMS workload of ALS First Responder responses to certain non-life-threatening EMS Incidents and partner on other growth management initiatives. The Authority and Contractor will work collaboratively to expand and enhance public education programs and EMS Incident reduction programs. The Authority and Contractor will reduce response for ALS First Responder Units for emergency medical dispatch codes 17A00, 17A01, 17A02, 17A03 and 26A. Upon mutual consent by the Authority and Contractor, additional emergency medical codes may be considered for addition to the Growth Management Plan. For instances in which an Ambulance is predicted at time of dispatch to exceed a twenty (20) minute response time to an Ambulance only response, an ALS First Responder Unit will be dispatched immediately. The time interval to automatically dispatch an ALS First Responder Unit may be modified by a Medical Operations Manual protocol or medical control directive upon mutual consent with Contractor. ALS First Responder Units will be immediately requested by Ambulance personnel for situations in which a life-threatening or potentially life-threatening Patient is encountered or assistance is needed to safely move the Patient for transport. ALS First Responder Units will respond to assist when requested.

SECTION 303. COMPLIANCE WITH PRIORITY DISPATCH PROTOCOLS. The Authority, through the Regional 9-1-1 Center, shall ensure that the compliance to the Priority Dispatch Protocols is ninety-five percent (95.0%) or greater measured monthly and reported on a rolling quarterly basis before each segment of the Growth Management Plan (i.e. response determinant) is implemented and that protocol compliance is maintained at ninety-five percent (95.0%) or greater for selecting the correct determinant. The Authority, through the Regional 9-1-1 Center, shall ensure the elapsed time from the verification of the address to the response determinant is sixty (60) seconds or less for ninety percent (90.0%) or greater for EMS Incidents under the Growth Management Plan, measured monthly and reported on a rolling quarterly basis. If protocol compliance does not consistently meet the requirements, the Growth Management Plan may be suspended, modified or restructured. The objective is to minimize under triage and response.

SECTION 304. FUNDING. During the term of this Agreement, the Authority shall maintain the funding for Authority Funded Units in accordance with the ALS Agreement, and any amendments thereto, to ensure the level of response readiness and current service levels are not reduced within the Contractor's EMS District in accordance with Section 403 of the ALS Agreement.

SECTION 305. RESOLUTION. Within thirty (30) days of the execution of this Agreement, the Authority will implement the Resolution attached as **Appendix A**, documenting the current ALS First Responder Unit deployment model as the Authority's authorized ALS First Responder Units necessary to maintain response readiness and current service levels in each EMS District and countywide. Such deployment model is termed the "foundational units" necessary to ensure current service levels.

ARTICLE IV

INSURANCE AND INDEMNIFICATION

SECTION 401. INSURANCE REQUIREMENTS. Contractor and Authority adopt and incorporate herein the Minimum Insurance Requirements and Additional Insurance Requirements of Article VI of the Emergency Medical Services ALS First Responder Agreement.

SECTION 402. LIABILITY. Contractor and Authority 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, County or Authority. Nothing herein shall be construed as consent by Contractor or Authority 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 Authority, its employees or agents, or arising out of the negligence of any persons or entities contracted by, appointed by, or approved by the Authority 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 402 shall survive expiration or earlier termination of this Agreement.

ARTICLE V

TERM AND TERMINATION

SECTION 501. TERM OF AGREEMENT. This Agreement shall be from the date of execution and ending at midnight September 30, 2019, unless this Agreement is earlier terminated as provided for herein in this Agreement. This Agreement may be extended for three (3) additional one (1) year periods following the initial term through written agreement of the parties.

SECTION 502. TERMINATION WITHOUT CAUSE. This Agreement may be terminated without cause by any party at any time, upon giving thirty (30) days written notice to all parties in accordance with Section 604.

SECTION 503. EFFECTIVE DATE. This Agreement shall be effective upon execution by the parties.

ARTICLE VI
MISCELLANEOUS

SECTION 601. CONTRACTOR IS INDEPENDENT CONTRACTOR. The parties agree that throughout the term of this Agreement, and during the performance of any obligations hereunder, Contractor is an independent contractor in all respects and shall not be the agent, servant, officer or employee of the Authority or the County.

SECTION 602. APPLICABLE LAWS. Florida Law shall govern the validity, interpretation, construction and performance of this Agreement.

SECTION 603. COUNTERPARTS. This Agreement may be executed in more than one counterpart, each of which shall be deemed an original.

SECTION 604. 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, and shall be addressed as follows:

If to Authority:

Executive Director, Pinellas County EMS Authority
Pinellas County EMS & Fire Administration
12490 Ulmerton Road – Suite 134
Largo, Florida 33774

If to Contractor:

City of Clearwater
ATTN: City Manager
112 S. Osceola Avenue
Clearwater, Florida 33756

SECTION 605. NO WAIVER OF RIGHTS UNDER SPECIAL ACT. Authority and Contractor have worked together in good faith to prioritize ALS First Responder Unit availability for rapid response to life-threatening medical emergencies, potentially life-threatening medical emergencies, fire suppression and other hazardous emergencies. Notwithstanding anything to the contrary contained in this Agreement, it is the intent of Contractor and Authority that any actions or determinations taken in order to reach the agreement herein not be seen as a waiver of any rights either the Contractor, or the Authority may have under the Special Act, previous litigation and orders and judgments associated therewith.

[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
_____, 2019.

ATTEST:
KEN BURKE, CLERK

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

Deputy Clerk

by: _____
Chairman

Countersigned:

CITY OF CLEARWATER, FLORIDA

Mayor

by: _____
City Manager

Approved as to form:

Attest:

Assistant City Attorney

City Clerk

APPENDIX A
FOUNDATIONAL UNITS RESOLUTION

RESOLUTION 19- _____

**A RESOLUTION OF THE PINELLAS COUNTY EMERGENCY MEDICAL SERVICES
AUTHORITY ESTABLISHING FOUNDATIONAL UNITS NECESSARY TO MAINTAIN THE
CURRENT LEVEL OF SERVICE FOR EMERGENCY MEDICAL FIRST RESPONDERS.**

WHEREAS, the Pinellas County Emergency Medical Services Authority (“Authority”) has established levels of service through service agreements with Municipalities and Fire Districts for Advanced Life Support (ALS) First Responder Services;

WHEREAS, the current level of service is achieved through Authority funded ALS First Responder Units (Authority funded) and augmented by units whose staffing is funded by Municipalities and Fire Districts (Authority authorized and Contractor funded);

WHEREAS, the preparedness to respond to life threatening and potentially life-threatening emergencies is based upon the specific Authority authorized and funded ALS First Responder Units to meet geographic coverage and call density requirement by response zone has resulted in the foundational units necessary for the EMS System to meet the current level of service;

WHEREAS, the implementation of growth management strategies to reduce responses of ALS First Responder Units is necessary to manage the growth of additional resources that may be necessary in the future, it does not eliminate the need for foundational units to ensure public health and safety;

NOW, THEREFORE BE IT RESOLVED:

1. The Authority establishes the current deployment of foundational ALS First Responder Units are necessary to meet current EMS System demand and the current level of service. The list ALS First Responder Units authorized and funded by the Authority is shown as Exhibit “A”.
2. This Resolution shall not inhibit or preclude the Authority from determining the need for additional future resources or enhancements to the deployment plan for each EMS District.
3. The Authority shall not eliminate authorization or funding for existing Authority funded ALS First Responder Units, shown as Exhibit “A”, which have a reduced number of responses to EMS incidents due to the implementation of growth management strategies.
4. Such funding is subject to the fiscal non-funding clause contained in the ALS First Responder Agreements.

Exhibit A **Foundational Units**

Contractor	Authority Funded Units	Contractor Funded Units
Clearwater	Engine 44, Engine 45, Medic 45, Peak Medic 45, Rescue 46, Medic 47, Rescue 48, Rescue 49, Engine 50, Engine 51	Engine 47 Engine 48 Engine 49
Dunedin	Engine 60, Engine 61, Engine 62	None
East Lake	Engine 56, Squad 57, Engine 58	None
Gulfport	Engine 17	None
Largo	Engine 38, Engine 39, Squad 39, Engine 40, Medic 40, Engine 41, Rescue 41, Rescue 42, Truck 42, Engine 43	Squad 38
Lealman (including Tierra Verde)	Engine 18, Rescue 18, Engine 19, Rescue 19, Engine 21	Rescue 21
Madeira Beach	Engine 25	None
Oldsmar	Engine 54	Rescue 54
Palm Harbor	Engine 65, Squad 65, Engine 66, Truck 67, Engine 68	None
Pinellas Park	Engine 16, Rescue 33, Truck 33, Rescue 34, Squad 35	Engine 34, Truck 35 or Engine 35
Pinellas Suncoast (see note)	Squad 26, Engine 27, Truck 28	None
Safety Harbor	Engine 52, Truck 53	None
Seminole	Engine 29, Squad 29, Engine 30, Engine 31, Engine 32	None
South Pasadena	Rescue 20	Engine 20 or Truck 20
St. Pete Beach	Medic 22, Rescue 23	Squad 22
St. Petersburg	Rescue 1, Medic 1 (12/7), Rescue 3, Medic 3 (12/7), Rescue 4, Rescue 5, Rescue 6, Rescue 7, Rescue 8, Rescue 9, Rescue 10, Rescue 11, Engine 2, Engine 12, Engine 13, Engine 14	Engine 3, Engine 4, Engine 5, Engine 6, Engine 7, Engine 8, Engine 9, Engine 10, Engine 11
Tarpon Springs	Squad 69, Truck 70, Engine 71	None
Treasure Island	Engine 24	Medic 24

Note: This agreement should be interpreted in accordance with the provisions of the Settlement Agreement executed July 25, 2017, between the Pinellas Suncoast Fire & Rescue District and the Pinellas County Emergency Medical Services Authority pursuant to Pinellas County Circuit Court Case No. 16-002888-CI, in the event of any difference between the terms of this document and the terms of the Settlement Agreement, the terms of the Settlement Agreement shall control.

As of November 15, 2018