

AGREEMENT KEY LARGO FIRE RESCUE AND EMERGENCY MEDICAL SERVICES DISTRICT AND KEY LARGO VOLUNTEER FIRE AND RESCUE DEPARTMENT, INC.

AGREEMENT

This AGREEMENT made this _____ day of March, 2011, by and between the Key Largo Fire Rescue and Emergency Medical Services District ("DISTRICT") and Key Largo Volunteer Fire Department, Inc. ("DEPARTMENT").

RECITALS

WHEREAS, the DISTRICT has lawful authority granted to it in Chapter 2005-329, organized and existing under Chapters 189 and 191, Laws of Florida, to provide fire protection, fire suppression, rescue services, and control of hazardous situations (hereinafter "Fire and Rescue Services"), either directly or by contract with the DEPARTMENT or other service providers of its choosing, primarily for the benefit of the taxpayers residing within said DISTRICT, and

WHEREAS, the DISTRICT is charged with responsibility for provision of fire and rescue services, and

WHEREAS, within the DISTRICT, the fire department has been organized as a non-profit corporation for the purpose of providing Fire and Rescue Services within the DISTRICT, and

WHEREAS, such Fire and Rescue Services constitute essential services necessary to the health and safety of residents of and visitors to the KLFR & EMS District, and

WHEREAS, pursuant to FSS § 633.025, the Fire and Rescue Services on behalf of the DISTRICT shall enforce the Florida Fire Prevention Code and the Life Safety Code as the minimum Fire Safety Code for the DISTRICT, and

WHEREAS, the parties desire to enter into an AGREEMENT for the reimbursement of expenses relating to the services provided by the DEPARTMENT and other related matters.

NOW, THEREFORE, in consideration of the covenants contained herein and other good and valuable considerations, the parties agree as follows:

1. TERM OF AGREEMENT:

The term of this AGREEMENT shall be for a period of three (3) years, commencing on March 31st, 2011 and expiring on April 1st, 2014, unless terminated earlier in

accordance with the terms and conditions hereafter provided. This agreement shall automatically renew for an additional 3 year period, unless either party in writing, no less than 30 days prior to the renewal date, informs the other party of a desire to terminate or modify this agreement.

2. TERMINATION:

The DISTRICT may terminate this AGREEMENT at any time during its term if the DEPARTMENT defaults under any provisions specified herein, or violates any standard specified in this AGREEMENT, or violates any other law, regulation or standard applicable to the furnishing of Fire and Rescue Services in Monroe County.

In such event the DISTRICT shall furnish the DEPARTMENT written notice of any such default or violation and the DEPARTMENT shall have thirty (30) days from receipt of said notice to correct or remedy such default or violation. However, if correction of the default or violation requires permitting or outside authorization from any State or Local Governmental Agency, the DEPARTMENT shall apply for the required permit or authorization within thirty (30) days and the time period for correction of the violation shall commence on the date that the DEPARTMENT received the necessary permit or authorization. Additionally, if any act of nature should occur during the period of time within the time the DEPARTMENT was to correct the default or violation, the period of time within which correction is to occur shall be extended a reasonable amount of time, using the reasonable person standard for determination of what is a reasonable time.

If such violation is not corrected or such default is not remedied, within the aforesaid time, or is of such nature that it cannot be corrected or remedied, this AGREEMENT shall be considered void. The DEPARTMENT or the DISTRICT may terminate the AGREEMENT without cause by giving sixty (60) days written notice indicating its desire to terminate same. Upon notice of a desire to terminate the parties or their designees shall conduct mediation within 30 days in an attempt to resolve any dispute(s). This AGREEMENT may be terminated unilaterally for the refusal of the DEPARTMENT to allow public access to all documents, papers, letters, or other material, as allowed or required by law, excluding any and all material protected under the Health Information Portability and Accountability Act (HIPAA), made or received by the contractor in conjunction with duties performed under this AGREEMENT, after 30 days written notice of request and opportunity to provide same by the DISTRICT, unless such records are exempt from public access under F.S. 119.07 and 24(a) of Art. I of the State Constitution.

3. EFFECT OF DISTRICT POLICIES:

The DEPARTMENT shall not create or enforce policies that conflict with any policies of the District Personnel Manual, as amended. Should such a conflict arise, the policies of the District's Personnel Manual shall control, unless otherwise provided by law or by the District's Personnel Manual. The DISTRICT shall solicit comments from the DEPARTMENT regarding any proposed amendments to the Personnel Manual the DISTRICT deems might materially affect the DEPARTMENT.

4. MUTUAL AID AND EMERGENCY MANAGEMENT:

The DEPARTMENT shall comply with the DISTRICT's Mutual Aid Plan to provide mutual aid response to any other department as may be required by the DISTRICT from time to time. In the absence of a written plan, the DEPARTMENT shall be governed by the Statewide Mutual Aid Agreement. The DEPARTMENT shall coordinate and comply with Monroe County Emergency Management, who shall have the authority to coordinate and control all Fire and Rescue services during a major incident or State of Local Emergency, as applicable under FSS 252. The DEPARTMENT shall have the duties and responsibilities in its respective service area which are applicable to Fire and Rescue Services and are specified in any applicable laws and/or ordinances or under any protocols, rules, regulations, standards, plans, policies, and/or procedures approved by the DISTRICT, dependent upon resource availability.

5. DEPARTMENT ORGANIZATION AND BY-LAWS:

The DEPARTMENT shall revisit its corporate roles, distribution of authority, and executive or administrative oversight and shall create an organizational structure that provides for checks and balances between executive/administrative oversight and operational functions. The structure shall also reflect the efficient assignment of responsibility and authority, allowing the DEPARTMENT to accomplish effectiveness by maximizing distribution of workload and allocate resources equitably and with emphasis on safety.

The DEPARTMENT's Board shall propose to the DISTRICT an organizational structure of the DEPARTMENT that will become effective upon DISTRICT approval and shall review and/or revise the structure every two years, at a minimum.

The proposal shall include an organizational chart, indicating any subordinate(s) or supervisor(s) of each position. The chart shall be accompanied by thorough job descriptions for each position. The job descriptions shall clearly and adequately describe the primary functions and activities, critical tasks, levels of supervision, and accountability, as well as reasonable qualifications of each class or position within the DEPARTMENT. All persons working under accepted job descriptions will receive a performance appraisal, as outlined in DEPARTMENT Policies annually, without exception.

The proposal shall also contain eligibility lists for required positions based on merit, experience, and qualifications. Selections shall be made based on merit and qualification and should include practice guidelines for a Drug Free Workplace and a Smoke Free Workplace.

Should the DISTRICT disapprove of a proposed organization structure, the DEPARTMENT shall propose additional organizational structures until the DISTRICT approves.

The DEPARTMENT shall produce evidence to the DISTRICT confirming its corporate standing under Florida law. The DEPARTMENT' membership shall at least every two years, review and/or revise its by-laws and shall present one dated, typed copy of its by-laws to the DISTRICT.

The DEPARTMENT shall require term limits for elected officers and directors. The DEPARTMENT shall confirm the enabling documents providing for the appointment of operational officers. The DEPARTMENT shall provide the DISTRICT a dated, typed copy of its updated by-laws upon any update thereof. Notwithstanding the requirements of this section, the DEPARTMENT shall conduct a job analysis of all Job Classifications to confirm the incumbents are working within their job descriptions and expectations.

6. MISSION, VISION, VALUES, STRATEGIC PLANNING OUTCOMES, GOALS AND OBJECTIVES:

The DEPARTMENT shall, with the DISTRICT, develop a Strategic Plan. The purpose of the Plan shall be to evaluate service improvement opportunities, develop goals for future service delivery, and to establish critical tasks and timelines to accomplish those goals. The Plan shall contain a critical tasking analysis for common community risk types and ensure that the number of personnel dispatched to calls equals the identified critical tasks.

7. FOUNDATIONAL POLICY OF DEPARTMENT:

The DEPARTMENT shall create clear policies that lay the foundation for effective organizational culture. The policies shall take the form of Administrative Rules and Standard Operating Guidelines ("SOGs"). The DEPARTMENT shall within thirty (30) days promulgate its initial Administrative Rules and SOGs and provide a hardcopy of the same to the DISTRICT. The DEPARTMENT shall thereafter provide the DISTRICT an updated copy of the DEPARTMENT Administrative Rules and SOGs upon any modification or update thereof.

7.1 Administrative Rules:

The DEPARTMENT Board shall adopt or approve, with a review by the DISTRICT, Administrative Rules that personnel in the DEPARTMENT are required to comply with at all times. The Administrative Rules shall govern all members of DEPARTMENT, whether paid, volunteer, or civilian, and including the Chief. The DEPARTMENT Board may delegate authority to the Chief to enforce Administrative Rules on DEPARTMENT personnel. Where rules and policies, by their nature, require different application or provisions for different classifications of members, these differences shall be clearly indicated and explained in writing.

The Administrative Rules shall contain sections which address:

- Public records access and retention in accordance with the DISTRICT's Record Retention Schedule;

- Contracting and purchasing authority;
- Safety and loss prevention;
- Personal Protective Equipment program;
- Hazard communication program;
- Harassment and discrimination;
- Personnel appointment and promotion;
- Disciplinary and grievance procedures;
- Uniforms and personal appearance; and
- Other personnel management issues.

7.2 Standard Operating Guidelines ("SOGs"):

The DEPARTMENT shall develop and, upon DISTRICT approval, under the direction of the Fire Chief, enforce, SOGs. SOGs shall contain street-level operational standards of practice for personnel of the DEPARTMENT. Unlike Administrative Rules, variances shall be allowed in unique or unusual circumstances where strict application of the SOG would be less effective. The DEPARTMENT shall develop a program for regular, systematic updating of SOGs to ensure they remain current, practical, and relevant.

7.3 Availability of Rules and SOGS:

The DEPARTMENT shall make all Administrative Rules and SOGs readily available to all members of the DEPARTMENT and shall furnish each member with his/her copy. In doing so, the DEPARTMENT shall ensure that no confusion exists as to which Rules or SOGs are currently in force. Additionally, the DEPARTMENT shall develop a written procedure to ensure and to govern the distribution of all new Rules, SOGs, and other memos to members of the DEPARTMENT. The written procedure shall include a method to verify distribution.

8. PERSONNEL:

The DEPARTMENT shall maintain volunteer and/or paid personnel so as to make sure a complement of personnel is available to provide Fire and Rescue Services on a twenty-four (24) hour basis to the DISTRICT. Only in the event the DEPARTMENT deems it necessary to maintain coverage or to meet administrative needs and obtains permission from the DISTRICT shall paid part-time or full-time employees be employed.

9. MINIMUM STANDARDS AND TRAINING:

The DEPARTMENT shall require that all volunteer personnel engaged in Fire and Rescue Services comply with the minimum training, education, and performance requirements of the State of Florida for volunteer DEPARTMENT personnel and the DISTRICT. Full-time paid DEPARTMENT personnel shall meet minimum state standards or achieve same within one (1) year from the date of hire, as allowed or required under Florida Law. The DEPARTMENT shall establish and maintain a training and continuing education program designed to maintain a high degree of competency and skill on the part

of all volunteer and/or paid DEPARTMENT personnel. The DEPARTMENT shall also facilitate and encourage attendance by all volunteer and/or paid DEPARTMENT personnel at proficiency training programs provided by the DEPARTMENT or other agency deemed appropriate. The DEPARTMENT shall maintain current and accurate training and proficiency records for all volunteer and/or paid DEPARTMENT personnel evidencing compliance with this provision.

The DEPARTMENT shall develop and implement a comprehensive DEPARTMENT Training Plan including minimum training and certification requirements for members and employees. The Plan shall provide for regular training of, and implement a comprehensive, structured, skills maintenance training program for all of DEPARTMENT's officers and employees. The DEPARTMENT shall design and implement a pre-promotion training program. The DEPARTMENT shall require lesson plans for all training sessions and immediately implement the requirement for an assigned safety officer in attendance at all manipulative training sessions, as applicable to the specific exercise.

The DEPARTMENT shall continue multi-company and multi-agency drills and trainings at least annually to enhance mutual aid operations and improve relationships and planning efforts. The DEPARTMENT shall develop and implement a plan to evaluate member/employee technical and manipulative skills on a regular basis. The DEPARTMENT shall develop and implement a formal performance evaluation system for all members and employees. The DEPARTMENT shall conduct an ongoing analysis of on-scene staffing strength to confirm the DEPARTMENT's standard of coverage.

The DEPARTMENT shall continue the centralized, consistent, training data collection and reporting data base under direct oversight of the training officer. The DEPARTMENT shall establish a training reference, equipment and props inventory and member checkout procedure.

The DEPARTMENT shall consider implementing a formal competency based approach to the DEPARTMENT's training program.

Upon request by the DISTRICT, the DEPARTMENT shall provide to the DISTRICT at the next regularly scheduled DISTRICT Board meeting after its request a written report detailing DEPARTMENT compliance with this paragraph.

10. DISCIPLINE:

The DEPARTMENT, in conjunction with the DISTRICT, shall within thirty (30) days, unless a different time frame is agreed to by the DISTRICT, promulgate a clearly identifiable, formal, progressive disciplinary process with an appropriate appeal procedure.

11. DEBRIEFING AND MEMBER/EMPLOYEE ASSISTANCE PROGRAMS:

The DEPARTMENT shall confirm to the DISTRICT the availability of an external critical stress debriefing and member/employee assistance programs to the members and employees of the DEPARTMENT since the transition from the auspices of Monroe County.

12. PAID EMPLOYEES:

The DEPARTMENT may employ such part-time or full-time employees as it determines is necessary to carry out its Fire and Rescue Services. Part-time or full-time employees of the DEPARTMENT shall be compensated by the DISTRICT at a rate commensurate with that of other similarly trained and experienced personnel employed within Monroe County.

The DEPARTMENT shall establish a salary step plan for each position based on performance and years of service with the DEPARTMENT. The DEPARTMENT shall develop a written process for performance appraisals and evaluations.

13. SELECTION OF NEW MEMBERSHIP:

The DEPARTMENT shall make membership selections based on merit and qualifications. The DEPARTMENT shall maintain and update a list of active DEPARTMENT membership.

14. HARASSMENT POLICY:

The DEPARTMENT shall establish a disciplinary policy and procedure for reporting harassment that conforms to State and Federal law, including Title VII of the Civil Rights Act of 1964, the Age Discrimination in Employment Act, and the Americans with Disabilities Act. The DEPARTMENT shall instruct employees/volunteers to report any complaints in accordance with the DISTRICT'S harassment policy.

15. EQUAL EMPLOYMENT OPPORTUNITIES AND HARASSMENT:

The DEPARTMENT must comply with all State and Federal and local laws relating to nondiscrimination, including, but not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. Sections 1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. Section 794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. Sections 6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) Sections 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C.

290-dd-3 and 290-ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Acts of 1968 (42 U.S.C. Section 3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.

16. DRUG-FREE WORKPLACE:

The DEPARTMENT shall comply with the requirements of the Drug-Free Workplace Act of 1988, and implemented at 44 C.F.R. Part 17, Subpart F.

17. FREEDOM FROM POLITICAL COERCION:

No paid DEPARTMENT employee who exercises functions in connection with an activity financed in whole or in part by loans or grants made by the United States or a Federal agency shall (1) use his official authority or influence for the purpose of interfering with or affecting the result of an election or a nomination for office, (2) directly or indirectly coerce, command, or advise a State or local officer or employee to pay, lend, or contribute anything of value to a party, committee, organization, agency, or person for political purposes, provided, however, that an individual holding elective office may be a candidate for elective office. Provided, further, that a DEPARTMENT officer or employee may be a candidate for elective office in a nonpartisan election as provided by 5 U.S.C. § 1502(a)(3), as amended.

This provision does not in any way limit the rights of a DEPARTMENT officer or employee to vote as he chooses and to express his opinions on political subjects and candidates.

18. POLITICAL ACTIVITIES:

The DEPARTMENT shall not utilize DEPARTMENT funds or DEPARTMENT property to support any candidate for elected office.

19. MAINTENANCE OF DEPARTMENT HISTORY:

The DEPARTMENT shall clearly assign responsibility for maintaining a scrapbook or file containing items of historical significance, including pictures, newspaper articles, etc. Additionally, the DEPARTMENT shall prepare an annual report to be presented to the DISTRICT on August 1st of each year. The annual report shall also be distributed to the community and made available at such places as the local chamber of commerce and library. At minimum, each annual report shall include:

- Brief history of the DEPARTMENT;
- Summary of events and activities during the report year;
- Description of major incidents handled by the DEPARTMENT;
- Descriptions of new or improved services and programs;
- List of people who served with the DEPARTMENT during the year;
- Awards received by the DEPARTMENT or individuals;

- Financial summary including revenues and expenditures, grants, etc.; and
- Statistical analysis, with trends, of key community service level indicators.

20. OVERALL ALERTNESS, INCLUDING VOLUNTEER ALERTNESS

The DEPARTMENT shall establish a duty officer system, even using volunteer officers, to ensure that an individual designated for incident command will be available 24 hours a day.

21. PUBLIC COMPLAINTS

The DEPARTMENT shall establish a formal, written procedure for handling complaints from the public. The DEPARTMENT shall immediately provide the DISTRICT with a written description of any complaints received from the public upon receipt of such complaints, which description shall detail the DEPARTMENT's subsequent actions relating to the complaint.

22. VEHICLE, EQUIPMENT, AND FACILITIES:

The DISTRICT shall provide to the DEPARTMENT sufficient vehicles, equipment, and facilities to enable the DEPARTMENT to carry out its Fire and Rescue Services with the DISTRICT as provided for in the Monroe County Master Public DEPARTMENT personnel Defense Plan or any other plans or documents relating to the Fire and Rescue Services that are adopted by Monroe County. The DISTRICT shall be responsible for the general maintenance and repair of the vehicles, equipment, and facilities owned and/or leased by the DISTRICT as well as required periodic testing and certification of all equipment, as necessary, used by the DEPARTMENT in connection with its Fire and Rescue Services. The DEPARTMENT shall be responsible for proper control of all assigned vehicles, equipment, and facilities and shall develop and implement an aggressive driver/operator annual training program and checkout program for all DEPARTMENT vehicles. The DEPARTMENT shall be responsible for notifying the Chair of the DISTRICT of needed repairs for vehicles, equipment, and facilities and shall assist in arrangements for said repairs. The DISTRICT shall have the right to inspect the vehicles, equipment, or facilities at any time.

23. PROPERTY CONTROL:

The DEPARTMENT shall provide a system for property control of the vehicles and equipment owned and/or leased by the DISTRICT and used by the DEPARTMENT to provide Fire and Rescue Services. The DEPARTMENT shall assist in the performance of the annual inventory of the vehicles and equipment.

24. SUBCONTRACTS:

The DEPARTMENT may subcontract its services when the DISTRICT determines such subcontracts are determined to be beneficial to the DEPARTMENT, the DISTRICT, and/or the community. The DEPARTMENT may utilize equipment and vehicles owned and/or leased by the DISTRICT in conjunction with the above subcontractors provided that no reduction in the level of services to their respective service area results from the utilization of said equipment for sub-contractual services. Notice of intent to subcontract, when DISTRICT equipment and/or vehicles will be used, must be provided to the DISTRICT at least thirty (30) days prior to execution of said subcontract in order to allow for proper review and comment concerning same and to allow the DISTRICT to decide whether to approve or disapprove of the same. A signed copy of all subcontracts shall be provided to the DISTRICT.

The DEPARTMENT shall comply with all regulations promulgated pursuant to 40 U.S.C. § 3145 relating to contractors' and subcontractors' furnishing weekly statements on the wages paid each employee during the previous week. No DEPARTMENT employee shall receive kickbacks from public works employees, as provided by 18 U.S.C. § 874. The DEPARTMENT shall comply with all applicable provisions of 40 USC §§ 3701-3708.

25. BUDGET REQUEST AND AGREEMENT:

As requested by the DISTRICT as part of its annual budget adoption process, the DEPARTMENT shall submit a proposed budget appropriations request, by line item account in a format specified by the DISTRICT, for the forthcoming fiscal year. The DEPARTMENT budget request should include personnel, supplies, materials, utilities and other internal costs, charges, or expenditures necessary or incidental to the operation of the Fire and Rescue Services contemplated within this AGREEMENT, which have not been previously specified herein as being provided by the DISTRICT. This budget request shall also include, based on statistical analysis of the usage, mileage, serviceability, and/or level of service, a five year plan for refurbishment, replacement, or additional apparatus to be provided to the DEPARTMENT by the DISTRICT.

Once formally adopted by the DISTRICT prior to October 1st of each year, the budget establishes an initial limitation on expenditures by the DEPARTMENT by line item total. The DISTRICT and DEPARTMENT acknowledge that the annual budget may be amended from time to time to reflect increases in actual expenses, and to reflect the increase or decrease in the level of services provided to the District due to hurricanes, other emergencies or requirements for additional staffing. If subsequent to the passage and adoption of the budget, the DEPARTMENT determines that a line item will exceed its original allocation, the DEPARTMENT shall prepare for the DISTRICT's approval a budget amendment request to reflect its additional funding requirements. The DEPARTMENT is not authorized to receive payment in excess of the budgeted line item amounts until the DISTRICT approves such an amendment.

The DEPARTMENT may, however, make budget transfers which increase or decrease budgeted line item amounts without DISTRICT approval, provided that such line item changes do not require an increase to the adopted total amount of the DEPARTMENT budget. Budget line items for capital expenditures and those line items which include personnel and payroll related costs may not be modified by the DEPARTMENT without DISTRICT Board approval.

26. CONTRACT PAYMENTS:

The DEPARTMENT shall receive funding for budgeted expenditures incurred in the performance of this CONTRACT by the following methods:

26.1 Advances:

The DISTRICT shall retain the option to provide the DEPARTMENT with advance funding for minor recurring expenditures. If such advance payments are made the DEPARTMENT will provide the DISTRICT with monthly financial reports, by the 15th day of each month for the prior month in a format deemed acceptable by the DISTRICT, which show all costs incurred by the DEPARTMENT against this advance.

At the end of each fiscal year, incurred costs will be reconciled with total advance payments made by the DISTRICT. The DISTRICT's external auditors will determine the final balance. If incurred costs exceed total payments, the DISTRICT will reimburse the DEPARTMENT for the excess costs, provided that such reimbursement does not exceed the total adopted budget for the DEPARTMENT. If total payments exceed incurred costs, the DEPARTMENT will reimburse the DISTRICT for the excess payment amount.

26.2 Direct Payment:

The DISTRICT can provide for direct payment of any expenses of the DEPARTMENT which are part of the approved budget. If desired by the DEPARTMENT, the DISTRICT will provide for direct payment of payroll prepared by a third party payroll service through withdrawal from a DISTRICT account. Direct payment for other expenses will be made by the DISTRICT based on the DEPARTMENT's submittal of purchase orders and/or check requests in accordance with the DISTRICT's adopted Purchasing Policies and Procedures or Travel Authorization and Expense Policy as may be amended by the DISTRICT from time to time.

26.3 Reimbursement:

In the event that an expenditure which is part of the adopted budget must be incurred by the DEPARTMENT rather than paid directly by the DISTRICT, the DEPARTMENT can request reimbursement from the DISTRICT's funds by submitting a check request in accordance with the DISTRICTS's adopted Purchasing Policies and Procedures. The DISTRICT will not reimburse the DEPARTMENT for capital expenditures that were incurred prior to execution of an approved purchase order or contract in

accordance with the DISTRICT's purchasing policies. In no event shall the DISTRICT reimburse the DEPARTMENT for expenditures that exceed budgeted line item allocations or that were made in violation of the DISTRICT's Policies and Procedures. Travel expenses must be submitted in accordance with the DISTRICT's adopted Travel Authorization and Expense policy. If the DISTRICT does not provide the DEPARTMENT with a detailed description of the DISTRICT's Travel Authorization and Expense policy within thirty (30) days of the DEPARTMENT's requesting a copy of the policy, the DEPARTMENT shall not be bound by this paragraph until the DISTRICT provides it a copy of the policy. The DISTRICT shall reimburse the DEPARTMENT for said expenses within thirty (30) days of receipt of reimbursement requests provided that all requirements have been met.

27. ANNUAL AUDIT REPORT:

The DEPARTMENT shall allow the DISTRICT and its external auditors access to its records related to expenditures under this contract to conduct an annual audit report, in accordance with Florida Statutes. The DISTRICT will be responsible to procure the services of the auditor and the cost of such audit shall be a cost, charge, or expenditure of the DISTRICT.

28. DISTRICT INSURANCE:

The DISTRICT shall provide the following insurance coverage on and for the volunteers of the DEPARTMENT:

- A. Workers Compensation Insurance as required by Florida Statutes Chapter 440, including minimum \$500,000 Employer's Liability Coverage;
- B. General Liability Insurance, with minimum limits of \$2,000,000; and
- C. Automobile Liability Insurance with minimum limits of \$2,000,000 including Physical Damage Insurance on all vehicles owned or leased by the DISTRICT and used by the DEPARTMENT. The policy shall provide secondary coverage on private vehicles only during such time as they are operated in response to a call, and ending, either at such time as the volunteer returns to his/her home, or to the first location to which a volunteer stops on the way home, after completion of participation in the emergency services that were subject to the call, whichever occurs first.

All DISTRICT liability insurance policies shall name the DEPARTMENT as an additional insured. Proof of all insurance in a form acceptable to the DEPARTMENT shall be provided by the DISTRICT upon request.

29. DEPARTMENT INSURANCE:

29.1 Part-Time and Full Time Employees:

The DEPARTMENT shall provide the following insurance on all part-time and full-time employees of the DEPARTMENT:

- A. Workers Compensation Insurance in compliance with Florida Statutes Chapter 440 including minimum \$500,000 Employer's Liability Coverage;
- B. Unemployment Compensation in compliance with Florida Statutes Chapter 443;
- C. General Liability Insurance with minimum limits of \$300,000 combined single limit;
- D. Disability income insurance for a minimum of three hundred dollars (\$300.00) weekly upon total disability for the first thirty (30) days and thereafter, in an amount up to six hundred dollars (\$600.00) weekly, not to exceed the employee's net income. Said benefit shall continue until otherwise terminated according to the provisions of the applicable disability policy; and
- E. Death benefits insurance with a minimum amount of fifty thousand (\$50,000.00) death/permanent disability benefits for the employee while engaged in the performance of his/her duties.

29.2 Volunteers:

The DEPARTMENT shall provide the following insurance on all volunteers of the DEPARTMENT:

- A. Disability income insurance for a minimum of three hundred dollars (\$300.00) weekly upon total disability for the first thirty (30) days and thereafter, in an amount up to six hundred dollars (\$600.00) weekly, not to exceed the volunteers' regular salary. Said benefit shall continue until otherwise terminated according to the provisions of the applicable disability policy;
- B. Death benefits insurance with a minimum amount of fifty thousand dollars (\$50,000.00) death/permanent disability benefit for the employee while engaged in the performance of his/her duties; and
- C. Workers Compensation Insurance as required by Florida Statutes Chapter 440, including minimum \$500,000 Employer's Liability Coverage.

29.3 Vehicles:

The DEPARTMENT shall provide the following insurance on all vehicles owned and/or leased by the DEPARTMENT and used in providing Fire and Rescue Services within the DISTRICT:

- A. Automobile Liability Insurance with minimum limits of \$300,000 combined single limit.

All liability policies are to name the DISTRICT as an additional insured, and shall provide for no less than thirty (30) days notice of cancellation, non-renewal, or reduction in coverage. Proof of all insurance in a form acceptable to the DISTRICT shall be provided by the DEPARTMENT upon request.

30. PRIVATE VEHICLE INSURANCE:

All DEPARTMENT personnel shall keep in full force and effect a policy of liability insurance on his/her private vehicle(s) in at least such minimum amounts of coverage as are required under Florida law. Proof of insurance in a form acceptable to the DISTRICT shall be provided by each volunteer and maintained on file in the business office of the DEPARTMENT. The DEPARTMENT shall provide copies of proof of insurance to the DISTRICT upon request.

31. LENGTH OF SERVICE AWARDS PROGRAM:

The DISTRICT shall cause to be issued and kept in full force a Length of Service Awards Program for the volunteer personnel of the DEPARTMENT. Said program shall provide retirement benefits for the volunteer personnel.

Exact coverage and benefits of the Length of Service Awards Program shall be approved by the DISTRICT. Said coverage and benefits may be changed or adjusted during the term of this AGREEMENT without cause to void, cancel, or violate this AGREEMENT. Volunteer personnel who meet eligibility requirements adopted and approved by the DISTRICT and the DEPARTMENT shall benefit from said program. This Length of Service Awards Program shall be contingent upon budgeted funding.

32. VOLUNTEER PERSONNEL REIMBURSEMENT:

The DISTRICT shall reimburse the DEPARTMENT for the volunteer personnel in accordance with an annual budget agreed upon by both parties, the failure of which results in the previous year schedule applying.

The DEPARTMENT shall have the right to establish its own eligibility requirements for disbursement of reimbursement based on participation in DEPARTMENT activities. DISTRICT funding for the reimbursement of volunteers shall not exceed the budgeted allocation for such reimbursement. Said amounts may be changed or adjusted by approval of the DISTRICT and the DEPARTMENT, during the term of this AGREEMENT without cause to void, cancel, or violate this AGREEMENT.

33. DEPARTMENT VEHICLE ALLOWANCE:

The DISTRICT shall fund to the DEPARTMENT the sum of money to be agreed upon in its annual budget request for the Chiefs/Command/Support vehicle allowance, the failure of which results in the prior year schedule applying.

34. MAINTENANCE AND RECORDS CUSTODIAN:

The following shall be obligations of the DEPARTMENT:

- A. Maintaining of detailed, accurate, and current records of all maintenance and repairs performed on all vehicles and equipment used by the DEPARTMENT;
- B. Ensuring that detailed, accurate, and current records of all required testing and certification of rescue, emergency, and medical equipment testing and certification are maintained by the DEPARTMENT;
- C. Maintaining of accurate and current records of training, testing, and certification of all volunteer personnel and part-time and full-time employees.
- D. Keeping an accurate and current inventory of all vehicles and equipment used by the DEPARTMENT;
- E. Preparing and maintaining complete and accurate records of incident details, such as response times. The DEPARTMENT shall develop a written procedure governing the methods by which to document and record incident details, which procedure shall include a list of required information to be recorded about each incident. The DEPARTMENT shall file with the State of Florida in a timely fashion, an incident report for each response by the DEPARTMENT to all DEPARTMENT personnel rescue, mutual aid, or other miscellaneous calls as required by the State of Florida; and
- F. Preparing and maintaining complete and accurate personnel records, such as records on employment history, discipline, commendations, work assignments, injuries, exposures, and leave time.

The DEPARTMENT, within thirty (30) days, unless another time frame is agreed to by the DISTRICT, must develop a written procedure for maintaining the preceding records and present such procedure to the DISTRICT.

The DEPARTMENT shall within ninety (90) days, unless another time frame is agreed to by the DISTRICT, formalize its process of responding to public requests for access to records. It shall memorialize its policy and procedure in writing and shall ensure that all legal requirements are met.

The DEPARTMENT shall ensure proper security of its records by using passage and/or container locks with limited access as needed. The DEPARTMENT shall back up important computer files every month. The DEPARTMENT shall establish a written procedure designed to ensure that the DEPARTMENT's facilities are adequately locked and secured from unauthorized entry. The DEPARTMENT shall limit public access to its facilities to business areas.

35. PUBLIC MEETINGS:

The DEPARTMENT shall comply with public notice and Sunshine Law requirement regarding public access to information, as if the DEPARTMENT were a government entity, excluding confidential protected medical information and employee records. Requests for

information from the public shall be directed through the District and not directly to the DEPARTMENT.

36. RELATIONSHIP WITH MONROE COUNTY:

The DEPARTMENT shall cooperate and maintain a good relationship with Monroe County and other neighboring DEPARTMENTS and municipalities, their officials, and their DEPARTMENT members.

37. DISTRICT MEDICAL DIRECTOR:

The DISTRICT, after consulting with the DEPARTMENT, shall contract with a Florida licensed physician(s) to serve as the DEPARTMENT Medical Director. The Medical Director shall secure and provide to the DISTRICT medical malpractice insurance with minimum limits of \$300,000 per occurrence, \$1,000,000 annual aggregate to cover the negligent acts and/or omissions of the Medical Director of the DEPARTMENT when said Director is acting within the scope and in furtherance of the duties of the Medical Director as set forth in Florida Statute 401.265.

38. ACCOUNTABILITY:

The DEPARTMENT shall be accountable to the DISTRICT as required by this AGREEMENT. The Monroe County Emergency Management Agency shall have the authority to coordinate and control all Fire and Rescue Services during a State of Local Emergency. The Monroe County Emergency Management Agency shall also have the authority to coordinate and control Fire and Rescue Services during other major incidents if requested by the DEPARTMENT, or under any authority granted to the DEPARTMENT by any applicable laws and/or ordinances or under any protocols, rules, regulations, standards, plans, policies, and/or procedures approved by the DISTRICT. The DEPARTMENT shall have the duties and responsibilities in its respective service area which are applicable to Fire and Rescue Services and are specified in any applicable laws and/or ordinances or under any protocols, rules, regulations, standards, plans, policies, and/or procedures approved by the DISTRICT, dependent upon resources availability.

The DISTRICT shall provide administrative and technical assistance, as requested, to the DEPARTMENT in matters relating to the operation of the Fire and Rescue Services. Representatives of both the DISTRICT and the DEPARTMENT shall meet on a regular basis for discussions regarding the operation of the Fire and Rescue Services contemplated within this AGREEMENT and other related matters; meeting dates to be jointly agreed upon.

All administrative correspondence shall be sent to:

To the DISTRICT: Attn: Chairman
Key Largo Fire Rescue and EMS
P.O. Box 371023
Key Largo, FL 33037-1023

To the DEPARTMENT: Attn: President
Key Largo Volunteer Fires Rescue Dept., Inc.
One East Drive
Key Largo, FL 33037

39. INDEMNIFICATION:

The DEPARTMENT, to the fullest extent by law, shall indemnify and forever hold harmless the DISTRICT, its officers, agents, and employees, from all claims of any sort whatsoever that may arise from negligence, acts, or omissions of the paid part-time and/or full-time employees of the DEPARTMENT, not related to the provision of the Fire and Rescue Services.

40. MISCELLANEOUS:

The DEPARTMENT shall comply with all applicable environmental laws and regulations. The DEPARTMENT shall comply with all applicable provisions of the Federal Fair Labor Standards Act (29 U.S.C. 201). The DEPARTMENT shall perform all financial and compliance audits required by law.

41. NOTICES:

Any notice required or permitted to be given hereunder shall be deemed properly given at the time it is personally delivered or mailed, properly addressed and postmarked to the respective address specified below or to such other addresses as may be specified in writing:

To the DISTRICT: Attn: Chairman
Key Largo Fire Rescue and EMS
P.O. Box 371023
Key Largo, FL 33037-1023

To the DEPARTMENT: Attn: President
Key Largo Volunteer Fire Rescue Dept., Inc.
One East Drive
Key Largo, FL 33037

All vehicles and equipment owned and/or leased by the DISTRICT and used by the DEPARTMENT to provide Fire and Rescue Services shall be returned to the DISTRICT when requested upon expiration or termination of this AGREEMENT. During the interim period between expiration of this AGREEMENT and the execution of a new AGREEMENT, the DEPARTMENT shall be authorized to use the vehicles and equipment for continued provision of Fire and Rescue Services.

42. CALL HANDLING AND PROCESSING TIMES:

The DEPARTMENT shall formally establish standards for call answering and call processing times and shall regularly monitor compliance with such standards. The DEPARTMENT shall provide the DISTRICT a written performance report identifying 90th percentile call handling and processing times on at least a quarterly basis.

43. INVALIDITY:

If any section, subsection, sentence, clause, or provision of this AGREEMENT is held invalid, the remainder of this AGREEMENT shall not be affected by such invalidity.

44. DISPUTE RESOLUTION:

The DISTRICT and the DEPARTMENT agree that any dispute to this contract will be submitted to binding arbitration for resolution if the DISTRICT and DEPARTMENT are unable to come to agreement through informal means. However, the DISTRICT's determination on the use of funds, and the DEPARTMENT's determination on the Chief of the DEPARTMENT are not subject to binding arbitration.

Nothing herein shall prevent the DEPARTMENT from terminating the employment of its Chief. The right to respond shall belong to the DEPARTMENT and not its Chief.

[SIGNATURES CONTAINED ON NEXT PAGE]

IN WITNESS WHEREOF, the parties hereto have caused this AGREEMENT to be executed the day and year first above.

(CORPORATE SEAL)

ATTEST:

Vicky Fay, District Clerk

KEY LARGO FIRE RESCUE & EMERGENCY
MEDICAL SERVICES DISTRICT

William A. Andersen, Chair

KEY LARGO VOLUNTEER FIRE
DEPARTMENT.

Mike Jenkins, President

Approved as to form and legal sufficiency

By: _____
District Counsel's Office