

**AGREEMENT BETWEEN KEY LARGO FIRE RESCUE AND  
EMERGENCY MEDICAL SERVICES DISTRICT AND KEY LARGO  
VOLUNTEER AMBULANCE CORPS, INC.**

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 Ambulance Corps, Inc. ("AMBULANCE CORPS").

**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 advanced life support ambulance services (hereinafter called "Ambulance Services") primarily for the benefit of the taxpayers residing within said DISTRICT; and

WHEREAS, the DISTRICT is charged with responsibility for provision of Emergency Medical Services (Basic and Advanced Life Support primary response), and

WHEREAS, the DISTRICT has the authority to provide fire and rescue and Emergency Medical services either directly or by contract with the AMBULANCE CORPS pursuant to Chapter 2005-329, Laws of Florida, and

WHEREAS, the DISTRICT and the AMBULANCE CORPS desire to provide basic and advanced life support ambulance service from premises in Key Largo, to serve the area generally described as being from South Bay Harbor Drive and Lobster Lane (Approx. MM#95) North on US1 to the Dade County Line and North on S.R. 905 to the intersection of S.R. 905 and Card Sound Road, Monroe County, Florida (hereafter the "response area"); and

WHEREAS, within the said DISTRICT, the Ambulance Corps has been organized as a non-profit corporation for the purpose of providing Ambulance Services within the DISTRICT; and

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

WHEREAS, the various volunteer AMBULANCE CORPS personnel within the DISTRICT are available and on constant alert; and

WHEREAS, the parties desire to enter into an AGREEMENT for the reimbursement of expenses relating to the services provided by the AMBULANCE CORPS 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 28st, 2011 and expiring on March 29th, 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 fewer 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 AMBULANCE CORPS 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 Ambulance Services in Monroe County.

In such event the DISTRICT shall furnish the AMBULANCE CORPS written notice of any such default or violation and the AMBULANCE CORPS 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 AMBULANCE CORPS 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 AMBULANCE CORPS received the necessary permit or authorization. Additionally, if any act of nature should occur during the period of time within the time the AMBULANCE CORPS 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 AMBULANCE CORPS 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 AMBULANCE CORPS 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 AMBULANCE CORPS shall not create or enforce internal 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 AMBULANCE CORPS regarding any proposed amendments to the Personnel Manual the DISTRICT deems might materially affect the AMBULANCE CORPS.

**4. RESPONSE AREA AND MUTUAL AID:**

The AMBULANCE CORPS shall be the exclusive provider of Ambulance Services (basic and advanced life support) within their response area. The AMBULANCE CORPS shall also provide mutual aid response to any other emergency service upon request and/or in accordance with existing protocol, applicable laws, rules, regulations, and standards. The AMBULANCE CORPS 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.

**5. AMBULANCE CORPS ORGANIZATION AND BY-LAWS:**

The AMBULANCE CORPS 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 AMBULANCE CORPS to accomplish effectiveness by maximizing distribution of workload and allocate resources equitably and with emphasis on safety.

The AMBULANCE CORPS' Board shall propose to the DISTRICT an organizational structure of the AMBULANCE CORPS 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 AMBULANCE CORPS. All persons working under accepted job descriptions will receive a performance appraisal, as outlined in AMBULANCE CORPS' 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 AMBULANCE CORPS shall propose additional organizational structures until the DISTRICT approves.

The AMBULANCE CORPS shall produce evidence to the DISTRICT confirming its corporate standing under Florida law. The AMBULANCE CORPS' 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 AMBULANCE CORPS shall confirm the enabling documents providing for the appointment of operational officers. The AMBULANCE CORPS shall provide the DISTRICT a dated, typed copy of its updated by-laws upon any update thereof. Notwithstanding the requirements of this section, the AMBULANCE CORPS 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 AMBULANCE CORPS 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 AMBULANCE CORPS:**

The AMBULANCE CORPS 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 AMBULANCE CORPS shall within ninety (90) days promulgate its initial Administrative Rules and SOGs and provide a hardcopy of the same to the DISTRICT. The AMBULANCE CORPS shall thereafter provide the DISTRICT an updated copy of the AMBULANCE CORPS' Administrative Rules and SOGs upon any modification or update thereof.

**7.1 Administrative Rules:**

The AMBULANCE CORPS' Board shall adopt or approve, with a review by the DISTRICT, Administrative Rules that personnel in the AMBULANCE CORPS are required to comply with at all times. The Administrative Rules shall govern all members of AMBULANCE CORPS, whether paid, volunteer, or civilian, and including the Chief. The

AMBULANCE CORPS' Board may delegate authority to the Chief to enforce Administrative Rules on AMBULANCE CORPS 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 AMBULANCE CORPS shall develop and, upon DISTRICT approval, under the direction of the EMS Chief, enforce, SOGs. SOGs shall contain street-level operational standards of practice for personnel of the AMBULANCE CORPS. Unlike Administrative Rules, variances shall be allowed in unique or unusual circumstances where strict application of the SOG would be less effective. The AMBULANCE CORPS 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 AMBULANCE CORPS shall make all Administrative Rules and SOGs readily available to all members of the AMBULANCE CORPS and shall furnish each member with his/her copy. In doing so, the AMBULANCE CORPS shall ensure that no confusion exists as to which Rules or SOGs are currently in force. Additionally, the AMBULANCE CORPS shall develop a written procedure to ensure and to govern the distribution of all new Rules, SOGs, and other memos to members of the AMBULANCE CORPS. The written procedure shall include a method to verify distribution.

### **8. PERSONNEL:**

The AMBULANCE CORPS shall maintain volunteer and/or paid personnel so as to make sure a complement of personnel are available to provide Ambulance Services on a twenty- four (24) hour basis to the DISTRICT. Unless the DISTRICT determines otherwise and subject to budgetary availability, scheduling and assignment of personnel shall be arranged so as to ensure that sufficient staffing for at least two (2) advanced life support

permitted ambulances are available at all times. The backup shall perform to the ninety-fifth percentile (95%) of availability. Scheduling and assignment of personnel shall be arranged so as to utilize volunteer personnel to the maximum extent possible. Only in the event the AMBULANCE CORPS 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 in addition to those approved in the budget.

**9. MINIMUM STANDARD AND TRAINING:**

The AMBULANCE CORPS shall require that all volunteer personnel engaged in Ambulance Services comply with the minimum training, education, and performance requirements of the State of Florida for volunteer Ambulance Corps personnel and the DISTRICT. Full-time paid Ambulance Corps 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 AMBULANCE CORPS shall establish and maintain training and continuing education program designed to maintain a high degree of competency and skill on the part of all volunteer and/or paid Ambulance Corps personnel. The AMBULANCE CORPS shall also facilitate and encourage attendance by all volunteer and/or paid Ambulance Corps personnel at proficiency training programs provided by the AMBULANCE CORPS or other agency deemed appropriate. The AMBULANCE CORPS shall maintain current and accurate training and proficiency records for all volunteer and/or paid Ambulance Corps personnel evidencing compliance with this provision.

The AMBULANCE CORPS shall appoint an AMBULANCE CORPS training officer and an AMBULANCE CORPS training committee. The AMBULANCE CORPS shall develop and implement a comprehensive AMBULANCE CORPS 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 AMBULANCE CORPS' officers and employees. The AMBULANCE CORPS shall design and implement a pre-promotion training program. The AMBULANCE CORPS shall require lesson plans for all formal 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 AMBULANCE CORPS shall continue multi-company and multi-agency drills and training at least annually to enhance mutual aid operations and improve relationships and planning efforts. The AMBULANCE CORPS shall develop and implement a plan to evaluate member/employee technical and manipulative skills on a regular basis. The AMBULANCE CORPS shall develop and implement a formal performance evaluation system for all members and employees. The AMBULANCE CORPS shall conduct an ongoing analysis of on-scene staffing strength to confirm the AMBULANCE CORPS's standard of coverage.

The AMBULANCE CORPS shall continue the centralized, consistent, training data collection and reporting data base under direct oversight of the training officer. The

AMBULANCE CORPS shall establish a training reference, equipment and props inventory and member checkout procedure.

The AMBULANCE CORPS shall consider implementing a formal competency-based approach to the AMBULANCE CORPS' training program.

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

**10. DISCIPLINE:**

The AMBULANCE CORPS shall notify the DISTRICT of any disciplinary actions involving suspensions or terminations of AMBULANCE CORPS employees. In addition, any creation or change in disciplinary procedures shall be subject to approval of the DISTRICT.

**11. PAID EMPLOYEES:**

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

**12. SELECTION OF NEW MEMBERSHIP:**

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

**13. HARASSMENT POLICY:**

The AMBULANCE CORPS 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 AMBULANCE CORPS shall instruct employees/volunteers to report any complaints in accordance with the DISTRICT'S harassment policy.

**14. EQUAL EMPLOYMENT OPPORTUNITIES AND HARASSMENT:**

The AMBULANCE CORPS 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.

**15. DRUG-FREE WORKPLACE:**

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

**16. FREEDOM FROM POLITICAL COERCION:**

No paid AMBULANCE CORPS 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 an AMBULANCE CORPS 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 an AMBULANCE CORPS officer or employee to vote as he chooses and to express his opinions on political subjects and candidates.

**17. POLITICAL ACTIVITIES:**

The AMBULANCE CORPS shall not utilize any DISTRICT or AMBULANCE CORPS funds or DISTRICT or AMBULANCE CORPS property to support any candidate for elected office.

**18. MAINTENANCE OF AMBULANCE CORPS HISTORY:**



The AMBULANCE CORPS shall clearly assign responsibility for maintaining a scrapbook or file containing items of historical significance, including pictures, newspaper articles, etc. Additionally, the AMBULANCE CORPS shall prepare an annual report to be presented to the DISTRICT on August 1st of each year. The annual report shall also be made available on the AMBULANCE CORPS' website. At minimum, each annual report shall include:

- Brief history of the AMBULANCE CORPS;
- Summary of events and activities during the report year;
- Description of major incidents handled by the AMBULANCE CORPS;
- Descriptions of new or improved services and programs;
- List of people who served with the AMBULANCE CORPS during the year;
- Awards received by the AMBULANCE CORPS or individuals;
- Financial summary including revenues and expenditures, grants, etc.; and
- Statistical analysis, with trends, of key community service level indicators.

**19. OVERALL ALERTNESS, INCLUDING VOLUNTEER ALERTNESS:**

The AMBULANCE CORPS 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.

**20. PUBLIC COMPLAINTS:**

The AMBULANCE CORPS shall establish a formal, written procedure for handling complaints from the public. The AMBULANCE CORPS shall immediately provide the DISTRICT with a written description of any complaints received from the public upon receipt of such complaints. Subsequent actions relating to the complaint shall be handled according to the DISTRICT's procedure.

**21. VEHICLE, EQUIPMENT AND FACILITIES:**

The DISTRICT shall provide to the AMBULANCE CORPS sufficient vehicles, equipment, and facilities to enable the AMBULANCE CORPS to carry out its Ambulance Services with the DISTRICT as provided for in the Monroe County Master Public Ambulance Corps personnel Defense Plan or any other plans or documents relating to the Ambulance 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 AMBULANCE CORPS in connection with its Ambulance Services. The AMBULANCE CORPS 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 AMBULANCE CORPS vehicles. The AMBULANCE CORPS 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.

**22. PROPERTY CONTROL:**

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

**23. SUBCONTRACTS:**

The AMBULANCE CORPS may subcontract its services when the DISTRICT determines such subcontracts are beneficial to the AMBULANCE CORPS, the DISTRICT, and/or the community. The AMBULANCE CORPS 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-contracted 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 AMBULANCE CORPS 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 AMBULANCE CORPS employee shall receive kickbacks from public works employees, as provided by 18 U.S.C. § 874. The AMBULANCE CORPS shall comply with all applicable provisions of 40 USC §§ 3701-3708.

**24. BUDGET REQUEST AND AGREEMENT:**

As requested by the DISTRICT as part of its annual budget adoption process, the AMBULANCE CORPS shall submit a proposed budget appropriations request, by line item account in a format specified by the DISTRICT, for the forthcoming fiscal year. The AMBULANCE CORPS budget request should include personnel, supplies, materials, utilities and other internal costs, charges, or expenditures necessary or incidental to the operation of the Ambulance Services contemplated within this AGREEMENT, which have not been previously specified herein as being provided by the DISTRICT. The DISTRICT will also budget a flat rate stipend for reasonable professional services for the AMBULANCE CORPS. 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 AMBULANCE CORPS by the DISTRICT.

Once formally adopted by the DISTRICT prior to October 1<sup>st</sup> of each year, the budget establishes an initial limitation on expenditures by the AMBULANCE CORPS by line item total. The DISTRICT and AMBULANCE CORPS 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 AMBULANCE CORPS determines that a line item will exceed its original allocation, the AMBULANCE CORPS shall prepare for the DISTRICT's approval a budget amendment request to reflect its additional funding requirements. The AMBULANCE CORPS is not authorized to receive payment in excess of the budgeted line item amounts until the DISTRICT approves such an amendment.

The AMBULANCE CORPS 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 AMBULANCE CORPS budget and that such transfer is in accordance with the District's Budget Transfer Policy. Budget line items for capital expenditures and those line items which include personnel and payroll related costs may not be modified by the AMBULANCE CORPS without DISTRICT Board approval.

## **25. CONTRACT PAYMENTS:**

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

### **25.1 Advances:**

The DISTRICT shall retain the option to provide the AMBULANCE CORPS with advance funding for minor recurring expenditures. If such advance payments are made the AMBULANCE CORPS will provide the DISTRICT with monthly financial reports, by the 15<sup>th</sup> day of each month for the prior month in a format deemed acceptable by the DISTRICT, which show all costs incurred by the AMBULANCE CORPS 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 AMBULANCE CORPS for the excess costs, provided that such reimbursement does not exceed the total adopted budget for the AMBULANCE CORPS. If total payments exceed incurred costs, the AMBULANCE CORPS will reimburse the DISTRICT for the excess payment amount.

### **25.2 Direct Payment:**

The DISTRICT can provide for direct payment of any expenses of the AMBULANCE CORPS which are part of the approved budget. If desired by the

AMBULANCE CORPS, 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 AMBULANCE CORPS' 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.

### **25.3 Reimbursement:**

In the event that an expenditure which is part of the adopted budget must be incurred by the AMBULANCE CORPS rather than paid directly by the DISTRICT, the AMBULANCE CORPS can request reimbursement from the DISTRICT's funds by submitting a check request in accordance with the DISTRICT's adopted Purchasing Policies and Procedures. The DISTRICT will not reimburse the AMBULANCE CORPS 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 AMBULANCE CORPS 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.

### **26. ANNUAL AUDIT REPORT:**

The AMBULANCE CORPS 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.

### **27. DISTRICT INSURANCE:**

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

- A. Workers Compensation Insurance as required by Florida Statutes Chapter 440, including minimum \$1,000,000 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 AMBULANCE CORPS. 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 AMBULANCE CORPS as an additional insured. Proof of all insurance in a form acceptable to the AMBULANCE CORPS shall be provided by the DISTRICT upon request.

**28. AMBULANCE CORPS INSURANCE:**

**28.1 Part-Time and Full Time Employees:**

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

- A. Workers Compensation Insurance in compliance with Florida Statutes Chapter 440 including minimum \$1,000,000 Employer's Liability Coverage;
- B. Unemployment Compensation in compliance with Florida Statutes Chapter 443;
- C. General Liability Insurance with minimum limits of \$2,000,000 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.
- F. Labor and Employment Practices Liability insurance with a minimum limit of one million dollars (\$1,000,000).

**28.2 Volunteers:**

The AMBULANCE CORPS shall provide the following insurance on all volunteers of the AMBULANCE CORPS:

- 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' average reimbursement. 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 \$1,000,000 Employer's Liability Coverage.

**28.3 Vehicles:**

The AMBULANCE CORPS shall provide the following insurance on all vehicles owned and/or leased by the AMBULANCE CORPS and used in providing Ambulance 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 AMBULANCE CORPS upon request.

**29. PRIVATE VEHICLE INSURANCE:**

All AMBULANCE CORPS 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 AMBULANCE CORPS. The AMBULANCE CORPS shall provide copies of proof of insurance to the DISTRICT upon request.

**30. 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 AMBULANCE CORPS. 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 AMBULANCE CORPS shall benefit from said program. This Length of Service Awards Program shall be contingent upon budgeted funding.

**31. VOLUNTEER PERSONNEL:**

The DISTRICT shall reimburse the AMBULANCE CORPS 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 AMBULANCE CORPS shall have the right to establish its own eligibility requirements for disbursement of reimbursement based on participation in AMBULANCE CORPS 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 AMBULANCE CORPS, during the term of this AGREEMENT without cause to void, cancel, or violate this AGREEMENT.

**32. AMBULANCE CORPS VEHICLE ALLOWANCE:**

The DISTRICT shall fund to the AMBULANCE CORPS 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.

**33. MAINTENANCE AND RECORDS CUSTODIAN:**

The following shall be obligations of the AMBULANCE CORPS:

- A. Maintaining of detailed, accurate, and current records of all maintenance and repairs performed on all vehicles and equipment used by the AMBULANCE CORPS;
- 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 AMBULANCE CORPS;
- 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 AMBULANCE CORPS;
- E. Preparing and maintaining complete and accurate records of incident details, such as response times. The AMBULANCE CORPS 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 AMBULANCE CORPS shall file with the State of Florida in a timely fashion, an incident report for each response by the AMBULANCE CORPS to all Ambulance Corps 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 AMBULANCE CORPS, 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 AMBULANCE CORPS 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 AMBULANCE CORPS shall ensure proper security of its records by using passage and/or container locks with limited access as needed. The AMBULANCE CORPS shall back up important computer files every month. The AMBULANCE CORPS shall establish a written procedure designed to ensure that the AMBULANCE CORPS' facilities are adequately locked and secured from unauthorized entry. The AMBULANCE CORPS shall limit public access to its facilities to business areas.

**34. PUBLIC MEETINGS:**

The AMBULANCE CORPS shall comply with public notice and Sunshine Law requirement regarding public access to information, as if the AMBULANCE CORPS 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 AMBULANCE CORPS.

**35. RELATIONSHIP WITH MONROE:**

The AMBULANCE CORPS shall cooperate and maintain a good relationship with Monroe County and other neighboring AMBULANCE CORPS and municipalities, their officials, and their ambulance corps members.

**36. DISTRICT MEDICAL DIRECTOR:**

The DISTRICT, after consulting with the AMBULANCE CORPS, shall contract with a Florida licensed physician(s) to serve as the District Medical Director. The Medical Director shall secure and provide to the DISTRICT medical malpractice insurance with minimum limits of \$1,000,000 per occurrence, \$3,000,000 annual aggregate to cover the negligent acts and/or omissions of the Medical Director of the Ambulance Corps 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.

**37. ACCOUNTABILITY:**

The AMBULANCE CORPS 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 Ambulance Services during a State of Local Emergency. The Monroe County Emergency Management Agency shall also have the authority to coordinate and control Ambulance Services during other major incidents if requested by the AMBULANCE CORPS, or under any authority granted to the AMBULANCE CORPS by any applicable laws and/or ordinances or under any protocols, rules, regulations, standards, plans, policies, and/or procedures approved by the DISTRICT. The AMBULANCE CORPS shall have the duties and responsibilities in its respective service area which are applicable to Ambulance 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 AMBULANCE CORPS in matters relating to the operation of the Ambulance Services. Representatives of both the DISTRICT and the AMBULANCE CORPS shall meet on a regular basis for discussions regarding the operation of the Ambulance 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 AMBULANCE CORPS: Attn: President  
Key Largo Volunteer Ambulance Corps.  
98600 Overseas Highway  
Key Largo, FL 33037

**38. INDEMNIFICATION:**

The AMBULANCE CORPS, 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 AMBULANCE CORPS, not related to the provision of the Ambulance Services.

**39. MISCELLANEOUS:**

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

**40. 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 AMBULANCE CORPS: Attn: President  
Key Largo Volunteer Ambulance Corps.  
98600 Overseas Highway  
Key Largo, FL 33037

All vehicles and equipment owned and/or leased by the DISTRICT and used by the AMBULANCE CORPS to provide Ambulance 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 AMBULANCE CORPS shall be authorized to use the vehicles and equipment for continued provision of Ambulance Services.

**41. CALL HANDLING AND PROCESSING:**

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

**42. 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.

**43. DISPUTE RESOLUTION:**

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

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

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 AMBULANCE  
CORPS INC.

\_\_\_\_\_  
Ronnie Fell, President

Approved as to form and legal sufficiency

By: \_\_\_\_\_  
District Counsel's Office