

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

THIS AGREEMENT MADE THIS \_\_\_\_\_ DAY OF OCTOBER,  
2013, BY AND BETWEEN THE KEY LARGO FIRE RESCUE AND  
EMERGENCY MEDICAL SERVICES DISTRICT ("DISTRICT"), AND  
THE KEY LARGO VOLUNTEER AMBULANCE CORPS, INC.  
("AMBULANCE CORPS").

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## RECITALS

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**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 AND EMERGENCY MEDICAL SERVICES (HEREINAFTER "EMERGENCY MEDICAL SERVICES" OR "AMBULANCE SERVICES"), EITHER DIRECTLY OR BY CONTRACT WITH THE AMBULANCE CORPS PURSUANT TO CHAPTER 2005-329, LAWS OF FLORIDA, 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 AND EMERGENCY MEDICAL SERVICES, AND;

**WHEREAS**, THE DISTRICT DESIRES TO PROVIDE EMERGENCY MEDICAL SERVICES 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

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**WHEREAS**, SUCH EMERGENCY MEDICAL SERVICES CONSTITUTE ESSENTIAL SERVICES NECESSARY TO THE HEALTH AND SAFETY OF RESIDENTS AND OF VISITORS TO THE KLFR & EMS DISTRICT, 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, AND;

**WHEREAS**, THE DISTRICT AND THE AMBULANCE CORPS RECOGNIZE THAT VOLUNTEERS SERVE OUR COMMUNITY WITHOUT PROMISE, EXPECTATION, OR RECEIPT OF COMPENSATION AND THAT THE PARTIES WISH TO THANK THEM FOR PERFORMING THIS TRADITIONAL GOVERNMENT FUNCTION, AND;

**WHEREAS**, WITHOUT THEIR VOLUNTEER SERVICE, THE TAX BURDEN ON OUR CITIZENS COULD BE GREATER AND THE QUALITY OF THE EMERGENCY MEDICAL SERVICES WOULD BE LESS, AND;

**NOW, THEREFORE**, IN CONSIDERATION OF THE COVENANTS CONTAINED HEREIN AND OTHER GOOD AND VALUABLE CONSIDERATIONS, THE PARTIES AGREE AS FOLLOWS:

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THIS AGREEMENT SHALL GOVERN THE PROVISION OF EMERGENCY MEDICAL SERVICES BY KEY LARGO VOLUNTEER AMBULANCE CORPS, INC., (HEREINAFTER "AMBULANCE CORPS"). IT IS UNDERSTOOD BY THE PARTIES THAT THE AMBULANCE CORPS IS RESPONSIBLE FOR ENSURING FULL COMPLIANCE WITH THE FOLLOWING TERMS AND CONDITIONS:

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## **1. TERM OF AGREEMENT:**

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The term of this AGREEMENT shall be for a period of three (3) years, commencing on November \_\_\_\_\_, 2013 and expiring on November \_\_\_\_\_, 2016, 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:**

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(A). 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 Emergency Medical 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. If such violation is not corrected or such default is not remedied within said thirty (30) day period, or is of such nature that it cannot be corrected or remedied,

this AGREEMENT shall be considered void. The DISTRICT or AMBULANCE CORPS may terminate this AGREEMENT without cause by giving sixty (60) days written notice indicating its desire to terminate same. Any such notice of termination shall be followed by a mediation conference between the parties to take place within the next thirty (30) days.

This AGREEMENT may be terminated unilaterally immediately by the DISTRICT for refusal of the AMBULANCE CORPS to allow public access to all documents, papers, letters, or other material made or received by the contractor in conjunction with duties performed under this AGREEMENT, unless such records are exempt from public access under FS Section 119.07 and Section 24(a) of Art. I of the State Constitution.

(B). Notwithstanding the forgoing, for three years following execution of this agreement, the parties agree that the contract may only be terminated for cause as set forth below:

- 1. 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.
- 2. 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.
- 3. 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. This AGREEMENT may be terminated unilaterally for the refusal of the AMBULANCE CORPS to allow public access to all documents, papers, letters, or other public records.

This 'for cause' provision will sunset in three years and any renewal of this contract as provided herein will continue as a without cause contract as provided for in part A of this termination provision.

### 3. EFFECT OF POLICIES:

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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/EMERGENCY MANAGEMENT:

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

#### 5. STANDARD OPERATING GUIDELINES ("SOG'S")

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The AMBULANCE CORPS shall develop and, under the direction of the EMS Chief, enforce, SOGs. SOGs shall contain street-level operational standards of practice for personnel of the AMBULANCE CORPS. At least two (2) weeks prior to any SOG's going into effect, the AMBULANCE CORPS shall present such proposed rules to the DISTRICT and shall solicit the DISTRICT's advice and comments. In adopting the SOG's, the AMBULANCE CORPS shall give significant weight and consideration to the DISTRICT'S advice and comments. 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.

##### 5.1. AVAILABILITY OF RULES AND SOGS:

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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.

#### 6. GOVERNING DOCUMENTS:

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The AMBULANCE CORPS shall be governed and operate in accordance with this Bylaws, Organizational Chart, SOG's, and Administrative Rules, as amended (hereafter "The Department's Governing Documents"). The AMBULANCE CORPS' Governing Documents will address such matters as:

- Internal checks and balances between operations and administration;

- An organizational structure that indicates subordinate(s) or supervisor(s) of each position;
- Classifications of members;
- Appointment of line officers,
- Job descriptions (including primary functions, critical tasks and accountability);
- Training and certification programs (including pre-promotion training);
- Annual performance evaluations;
- Work assignments and promotion opportunities;
- Progressive grievance procedures with rights of appeal;
- Public records access and retention;
- Contracting and purchasing procedures;
- Safety and loss prevention
- Harassment and discrimination;
- Uniforms and personal appearance;
- Disciplinary procedures;
- Multi-agency and multi-company drills and training;
- Responding to public complaints;
- Guidelines for a Drug Free Workplace and a Smoke Free Workplace; and
- Such other matters as the DISTRICT reasonably requires.

Copies of the aforesaid documents will be delivered to the DISTRICT Clerk within forty-five (45) days of the execution of this agreement. Copies of the Governing Documents shall be provided to each member of the AMBULANCE CORPS. A current copy of the Governing Documents shall be maintained at the Station and available to each member.

The AMBULANCE CORPS shall, on a regular basis, review and update if necessary its Governing Documents. The AMBULANCE CORPS shall ensure that its Standard Operating Guidelines are at all times current, practical, and relevant.

Any amendments to the Governing Documents will be provided to the DISTRICT promptly.

The Standard Operating Guidelines may be amended or changed without DISTRICT approval, provided the changes are based upon nationally recognized protocols or statutory, administrative rule or other competent authority, and a copy of the changes are provided to the DISTRICT promptly.

Any change in the Governing Documents having a significant fiscal impact on the DISTRICT shall require DISTRICT approval prior to implementation.

## 7. MISSION, VISION, VALUES, STRATEGIC PLANNING OUTCOMES, GOALS AND OBJECTIVES

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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.

## 8. PERSONNEL:

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The AMBULANCE CORPS shall maintain volunteer and/or paid personnel so as to make sure a complement of personnel is available to provide Emergency Medical Services on a twenty- four (24) hour basis to the DISTRICT. 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 STANDARDS AND TRAINING:

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The AMBULANCE CORPS shall require that all volunteer personnel providing Emergency Medical Services comply with the minimum training, education, and performance requirements of the State of Florida for volunteer emergency medical service personnel and the DISTRICT. The AMBULANCE CORPS 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 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. 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 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 the 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 trainings 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 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 DEPARTMENT 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, Inc.'s, 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 of the AMBULANCE CORPS' compliance with this Section.

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## 10. DISCIPLINE:

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The AMBULANCE CORPS shall notify the DISTRICT of any disciplinary actions involving suspensions or terminations of AMBULANCE CORPS employees or volunteers.

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## 11. PAID EMPLOYEES:

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The AMBULANCE CORPS may employ such part-time or full-time employees as it determines is necessary to carry out its Emergency Medical 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.

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## 12. SELECTION OF NEW MEMBERSHIP:

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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.

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## 13. HARASSMENT POLICY:

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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.

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## 14. EQUAL EMPLOYMENT OPPORTUNITIES AND HARRASSMENT:

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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 16851686), 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; and 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:

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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:

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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 or her 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 or she chooses and to express his opinions on political subjects and candidates.

## 17. POLITICAL ACTIVITIES:

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

## 18. MAINTENANCE OF DEPARTMENT 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 or before February 1st of each year. The annual report shall also be made available on the AMBULANCE CORPS' website. At minimum, each annual report shall include:

- A. Brief history of the AMBULANCE CORPS;
- B. Summary of events and activities during the report year;
- C. Description of major incidents handled by the AMBULANCE CORPS;
- D. Descriptions of new or improved services and programs;
- E. List of people who served with the AMBULANCE CORPS during the year;
- F. Awards received by the AMBULANCE CORPS or individuals;
- G. Financial Summary, including records of expenses.
- H. 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 Emergency Medical Services with the DISTRICT as provided for in the Monroe County Master Public Defense Plan or any other plans or documents relating to the Emergency Medical 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 Emergency Medical 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:

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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 Emergency Medical Services. The AMBULANCE CORPS shall assist in the performance of the annual inventory of the vehicles and equipment.

## 23. BUDGET REQUEST AND AGREEMENT:

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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 Emergency Medical Services contemplated within this agreement and in the Agreement between the DISTRICT and the AMBULANCE CORPS, 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 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 DISTRICT may amend the budget at any time.

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.

## 24. CONTRACT PAYMENTS:

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

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### 24.1 ADVANCES:

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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 15th 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.

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### 24.2 DIRECT PAYMENT:

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The DISTRICT may 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.

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### 24.3 REIMBURSEMENT:

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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 may 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.

## 25. ANNUAL AUDIT REPORT:

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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.

## 26. DISTRICT INSURANCE:

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Changes as to the types or amounts of insurance required by this contract, as may occur from time to time, shall be deemed effective after the fiscal year budget cycle. 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.

## 27. DEPARTMENT INSURANCE:

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### 27.1 PART-TIME AND FULL TIME EMPLOYEES

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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 minimum limits of one million dollars (\$1,000,000).

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## 27.2 VOLUNTEERS:

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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.

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## 27.3 VEHICLES:

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The AMBULANCE CORPS shall provide the following insurance on all vehicles owned and/or leased by the AMBULANCE CORPS and used In providing Emergency Medical Services within the DISTRICT:

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.

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## 28. PRIVATE VEHICLE INSURANCE:

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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.

## 29. VOLUNTEER PERSONNEL REIMBURSEMENT:

The DISTRICT shall reimburse the AMBULANCE CORPS for the volunteer personnel in accordance with an annual budget agreed upon by both parties.

The AMBULANCE CORPS shall have the right to establish its own eligibility requirements for disbursement of reimbursements based upon 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.

## 30. 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.

### 31. PUBLIC MEETINGS:

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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. Public Records Requests for information from the public should be directed to the AMBULANCE CORPS with prompt notification to the DISTRICT of the request.

### 32. RELATIONSHIP WITH MONROE COUNTY:

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

### 33. DISTRICT MEDICAL DIRECTOR:

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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 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.

### 34. EMERGENCY MANAGEMENT:

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The Monroe County Emergency Management Agency shall have the authority to coordinate and control all Emergency Medical Services during a State or Local Emergency. The Monroe County Emergency Management Agency shall also have the authority to coordinate and control Emergency Medical 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







## 41. CHIEF OF AMBULANCE CORPS:

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If the DISTRICT'S Board of Commissioners votes upon a duly noticed resolution to require the AMBULANCE CORPS to terminate the employment of its Chief or the Chief of the AMBULANCE CORPS, and such resolution passes with the votes of at least four (4) out of the five (5) Commissioners, the AMBULANCE CORPS shall immediately and unconditionally terminate the employment of the same. Furthermore, the re-employment of any Chief terminated under this provision shall be forbidden absent express permission of the DISTRICT. Nothing herein shall prevent the AMBULANCE CORPS, on its own initiative, from terminating the employment of its Chief.

## 42. HEADINGS/TITLES/SUBTITLES

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All headings herein are for reference purposes only and are not meant to bind to interpret or otherwise indicate the contents of any particular paragraph.

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

**KEY LARGO FIRE RESCUE & EMERGENCY MEDICAL SERVICES DISTRICT**

\_\_\_\_\_  
Chair

**KEY LARGO VOLUNTEER AMBULANCE CORPS, INC.**

 11/13/13  
\_\_\_\_\_  
President