
AGREEMENT BETWEEN KEY LARGO
FIRE RESCUE AND EMERGENCY
MEDICAL SERVICES DISTRICT AND
KEY LARGO VOLUNTEER FIRE
DEPARTMENT, INC. AND 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.'S
("AMBULANCE CORPS") SUBSIDIARY, THE KEY LARGO
VOLUNTEER FIRE DEPARTMENT ("FIRE 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 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 SERVICES, AND;

WHEREAS, THE DISTRICT AND THE DEPARTMENT DESIRE TO PROVIDE FIRE AND RESCUE 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 HAS ORGANIZED THE

DEPARTMENT 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 F.S. §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, WHICH IS CURRENTLY BEING DISCHARGED THROUGH AGREEMENT WITH MONROE COUNTY, AND;

WHEREAS, THE PARTIES DESIRE TO ENTER INTO AN AGREEMENT FOR THE REIMBURSEMENT OF EXPENSES RELATING TO THE SERVICES PROVIDED BY THE FIRE DEPARTMENT AND OTHER RELATED MATTERS, AND;

WHEREAS, THE DISTRICT AND THE DEPARTMENT 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 FIREFIGHTING SERVICES COULD BE LESS, AND;

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

THIS AGREEMENT SHALL GOVERN THE PROVISION OF FIRE AND RESCUE SERVICES BY KEY LARGO VOLUNTEER AMBULANCE CORPS, INC., (HEREINAFTER "AMBULANCE CORPS") BY AND THROUGH ITS WHOLLY-OWNED SUBSIDIARY, KEY LARGO VOLUNTEER FIRE DEPARTMENT, INC. (HEREINAFTER "FIRE DEPARTMENT"). IT IS UNDERSTOOD BY THE PARTIES THAT THE FIRE DEPARTMENT IS NOT A PARTY TO THE AGREEMENT BETWEEN THE KEY LARGO FIRE RESCUE AND EMERGENCY MEDICAL SERVICES DISTRICT (HEREINAFTER "DISTRICT")_AND THE AMBULANCE CORPS, BUT THAT THE AMBULANCE CORPS IS RESPONSIBLE FOR ENSURING FULL COMPLIANCE BY THE FIRE DEPARTMENT WITH THE FOLLOWING TERMS AND CONDITIONS:

1. TRANSITIONARY PROVISIONS:

The parties recognized that the Key Largo Volunteer Fire Department, Inc., is currently providing Fire/Rescue services to the District. The parties also recognize that the FIRE DEPARTMENT is currently a wholly-owned subsidiary of the AMBULANCE CORPS. As a result, the following is incorporated into this contract:

- A. The AMBULANCE CORPS is required to approve the contract together with the FIRE DEPARTMENT;
- B. It is currently the intent of the AMBULANCE CORPS and FIRE DEPARTMENT that the two corporations become independent of each other;
- C. The independent nature of the AMBULANCE CORPS and FIRE DEPARTMENT is not conditioned upon having independent/different Chiefs.
- D. The AMBULANCE CORPS is responsible for compliance with the terms and conditions of this contract until such time as the FIRE DEPARTMENT is no longer a subsidiary.
- E. Provisions of this contract may reference responsibilities, terms and/or conditions and assign responsibility to the FIRE DEPARTMENT. All parties expressly agree that those provisions which by their nature are the responsibility of the AMBULANCE CORP are hereby amended to read as such until such time as the FIRE DEPARTMENT is no long a subsidiary.

2. TERM OF AGREEMENT:

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.

3. TERMINATION:

(A). 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. 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 DEPARTMENT 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 DEPARTMENT 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 F.S. 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 FIRE 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/Rescue Services in Monroe County.
- 2. In such event the DISTRICT shall furnish the FIRE DEPARTMENT written notice of any such default or violation and the FIRE 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 FIRE 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 FIRE DEPARTMENT received the necessary permit or authorization. Additionally, if any act of nature should occur during the period of time within the time the FIRE 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.
- 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 FIRE DEPARTMENT 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.

4. EFFECT OF POLICIES:

The FIRE DEPARTMENT 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 FIRE

DEPARTMENT and the AMBULANCE CORPS regarding any proposed amendments to the Personnel Manual the DISTRICT deems might materially affect the FIRE DEPARTMENT.

5. RESPONSE AREA AND MUTUAL AID/EMERGENCY MANAGEMENT:

The DEPARTMENT shall be the exclusive provider of Fire and Rescue Services within their response area.

The DEPARTMENT shall comply with the DISTRICT's Mutual Aid Plan to provide mutual aid response to any department, state or local governing authorities, 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.

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.

6. STANDARD OPERATING GUIDELINES ("SOG'S")

The DEPARTMENT 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.

6.1. 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.

7. GOVERNING DOCUMENTS:

The FIRE DEPARTMENT 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 DEPARTMENT'S 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 FIRE DEPARTMENT. A current copy of the Governing Documents shall be maintained at the Fire Station and available to each member.

The FIRE DEPARTMENT shall, on a regular basis, review and update if necessary its Governing Documents. The FIRE DEPARTMENT 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 on fire safety protocol, 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.

8. 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.

9. PERSONNEL:

The FIRE 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. Scheduling and assignment of personnel shall be arranged so as to utilize volunteer personnel to the maximum extent possible. Only in the event the FIRE 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, in addition to those approved in the budget.

10. MINIMUM STANDARDS AND TRAINING:

The FIRE 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 fire department personnel and the DISTRICT. Full-time paid FIRE 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 FIRE 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 FIRE DEPARTMENT shall also facilitate and encourage attendance by all volunteer and/or paid FIRE DEPARTMENT personnel at proficiency training programs provided by the DEPARTMENT. The FIRE DEPARTMENT shall maintain current and accurate training and proficiency records for all volunteer and/or paid FIRE DEPARTMENT personnel evidencing compliance with this provision.

The FIRE DEPARTMENT shall develop and implement a comprehensive FIRE 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 the FIRE DEPARTMENT'S officers and employees. The FIRE DEPARTMENT shall design and implement a pre-promotion training program. The FIRE DEPARTMENT 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 FIRE 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 FIRE DEPARTMENT shall develop and implement a plan to evaluate member/employee technical and manipulative skills on a regular basis. The FIRE DEPARTMENT shall develop and implement a formal performance evaluation system for all members and employees. The FIRE DEPARTMENT shall conduct an ongoing analysis of on- scene staffing strength to confirm the FIRE DEPARTMENT's standard of coverage.

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

Upon request by the DISTRICT, the FIRE DEPARTMENT shall provide to the DISTRICT at the next regularly scheduled DISTRICT Board meeting after its request a written report of the FIRE DEPARTMENT'S compliance with this Section.

11. DISCIPLINE:

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

12. PAID EMPLOYEES:

The FIRE 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 FIRE DEPARTMENT shall be compensated by the DISTRICT at a rate commensurate with that of other similarly trained and experienced personnel employed within Monroe County.

13. SELECTION OF NEW MEMBERSHIP:

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

14. HARASSMENT POLICY:

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

15. EQUAL EMPLOYMENT OPPORTUNITIES AND HARRASSMENT:

The FIRE 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 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.

16. DRUG-FREE WORKPLACE:

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

18. POLITICAL ACTIVITIES:

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

19. MAINTENANCE OF DEPARTMENT HISTORY:

The FIRE DEPARTMENT shall clearly assign responsibility for maintaining a scrapbook or file containing items of historical significance, including pictures, newspaper articles, etc. Additionally, the FIRE DEPARTMENT 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 FIRE DEPARTMENT's website. At minimum, each annual report shall include:

- A. Brief history of the FIRE DEPARTMENT;
- B. Summary of events and activities during the report year;
- C. Description of major incidents handled by the FIRE DEPARTMENT;
- D. Descriptions of new or improved services and programs;
- E. List of people who served with the FIRE DEPARTMENT during the year;
- F. Awards received by the FIRE DEPARTMENT or individuals;
- G. Financial Summary, including records of expenses.
- H. Statistical analysis, with trends, of key community service level indicators

20. OVERALL ALERTNESS, INCLUDING VOLUNTEER ALERTNESS:

The FIRE 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 FIRE DEPARTMENT shall establish a formal, written procedure for handling complaints from the public. The FIRE DEPARTMENT 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.

22. VEHICLE. EQUIPMENT, AND FACILITIES:

The DISTRICT shall provide to the FIRE DEPARTMENT sufficient vehicles, equipment, and facilities to enable the FIRE DEPARTMENT to carry out its Fire and Rescue Services with the DISTRICT as provided for in the Monroe County Master Public 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 FIRE DEPARTMENT in connection with its Fire and Rescue Services. The FIRE 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 FIRE DEPARTMENT vehicles. The FIRE 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 FIRE DEPARTMENT shall provide a system for property control of the vehicles and equipment owned and/or leased by the DISTRICT and used by the FIRE DEPARTMENT to provide Fire and Rescue Services. The FIRE DEPARTMENT shall assist in the performance of the annual inventory of the vehicles and equipment.

24. BUDGET REQUEST AND AGREEMENT:

As requested by the DISTRICT as part of its annual budget adoption process, the FIRE 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 FIRE 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 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 FIRE DEPARTMENT. 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 FIRE DEPARTMENT 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 FIRE DEPARTMENT by line item total. The DISTRICT and FIRE 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 FIRE DEPARTMENT determines that a line item will exceed its original allocation, the FIRE DEPARTMENT shall prepare for the DISTRICT's approval a budget amendment request to reflect its additional funding requirements. The FIRE DEPARTMENT 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 FIRE 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 FIRE DEPARTMENT 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 FIRE DEPARTMENT without DISTRICT Board approval.

25. CONTRACT PAYMENTS:

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

25.1 ADVANCES:

The DISTRICT shall retain the option to provide the FIRE DEPARTMENT with advance funding for minor recurring expenditures. If such advance payments are made the FIRE 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 FIRE 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 FIRE DEPARTMENT for the excess costs, provided that such reimbursement does not exceed the total adopted budget for the FIRE DEPARTMENT. If total payments exceed incurred costs, the FIRE DEPARTMENT will reimburse the DISTRICT for the excess payment amount.

25.2 DIRECT PAYMENT:

The DISTRICT may provide for direct payment of any expenses of the FIRE DEPARTMENT which are part of the approved budget. If desired by the FIRE 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 FIRE 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.

25.3 REIMBURSEMENT:

In the event that an expenditure which is part of the adopted budget must be incurred by the FIRE DEPARTMENT rather than paid directly by the DISTRICT, the FIRE DEPARTMENT 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 FIRE 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 FIRE 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.

26. ANNUAL AUDIT REPORT:

The FIRE 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.

27. DISTRICT INSURANCE:

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 FIRE DEPARTMENT:

- 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 FIRE 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 FIRE DEPARTMENT as an additional insured. Proof of all insurance in a form acceptable to the FIRE DEPARTMENT shall be provided by the DISTRICT upon request.

28. DEPARTMENT INSURANCE:

28.1 PART-TIME AND FULL TIME EMPLOYEES

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

- 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).

28.2 VOLUNTEERS:

The FIRE DEPARTMENT shall provide the following insurance on all volunteers of the FIRE 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' 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 FIRE DEPARTMENT shall provide the following insurance on all vehicles owned and/or leased by the FIRE DEPARTMENT and used In providing Fire and Rescue 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 FIRE DEPARTMENT upon request.

29. PRIVATE VEHICLE INSURANCE:

All FIRE 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 FIRE DEPARTMENT. The FIRE DEPARTMENT shall provide copies of proof of insurance to the DISTRICT upon request.

30. VOLUNTEER PERSONNEL REIMBURSEMENT:

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

The FIRE DEPARTMENT shall have the right to establish its own eligibility requirements for disbursement of reimbursements based upon participation in FIRE 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 FIRE DEPARTMENT, during the term of this AGREEMENT without cause to void, cancel, or violate this AGREEMENT.

31. MAINTENANCE AND RECORDS CUSTODIAN:

The following shall be obligations of the FIRE DEPARTMENT:

- A. Maintaining of detailed, accurate, and current records of all maintenance and repairs performed on all vehicles and equipment used by the FIRE 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 FIRE 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 FIRE DEPARTMENT;
- E. Preparing and maintaining complete and accurate records of incident details, such as response times. The FIRE 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 FIRE DEPARTMENT shall file with the State of Florida in a timely fashion, an incident report for

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

32. PUBLIC MEETINGS:

The FIRE DEPARTMENT shall comply with public notice and Sunshine Law requirement regarding public access to information, as if the FIRE DEPARTMENT 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 FIRE DEPARTMENT with prompt notification to the DISTRICT of the request.

33. RELATIONSHIP WITH MONROE COUNTY:

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

34. DISTRICT MEDICAL DIRECTOR:

The DISTRICT, after consulting with the FIRE DEPARTMENT, 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 FIRE 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.

35. EMERGENCY MANAGEMENT:

The Monroe County Emergency Management Agency shall have the authority to coordinate and control all Fire and Rescue Services during a State or 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 FIRE DEPARTMENT, or under any authority granted to the FIRE 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 FIRE 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 FIRE DEPARTMENT in matters relating to the operation of the Fire and Rescue Services. Representatives of both the DISTRICT and the FIRE DEPARTMENT shall meet on a regular basis for discussions regarding the operation of the Fire and Rescue Services contemplated within this Addendum and other related matters; meeting dates to be jointly agreed upon.

All administrative correspondence shall be sent to:

To the DISTRICT:

Chairperson
Key Largo Fire Rescue and EMS
P.O. Box 371023
Key Largo, FL 33037-1023

To the FIRE DEPARTMENT:

President
Key Largo Volunteer FIRE DEPARTMENT.
98600 Overseas Highway
Key Largo, FL 33037

36. INDEMNIFICATION:

The FIRE 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 FIRE DEPARTMENT, not related to the provision of the Ambulance Services or Fire and Rescue Services.

37. MISCELLANEOUS:

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

38. 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: Chairperson
Key Largo Fire Rescue and EMS
P.O. Box 371023
Key Largo, FL 33037-1023

To the FIRE DEPARTMENT: President
Key Largo Volunteer FIRE DEPARTMENT.
98600 Overseas Highway
Key Largo, FL 33037

All vehicles and equipment owned and/or leased by the DISTRICT and used by the FIRE DEPARTMENT 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 FIRE DEPARTMENT shall be authorized to use the vehicles and equipment for continued provision of Ambulance Services and Fire and Rescue Services.

39. CALL HANDLING AND PROCESSING:

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

40. 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

41. DISPUTE RESOLUTION:

The DISTRICT and the FIRE DEPARTMENT agree that any dispute to this contract will be submitted to binding arbitration for resolution if the DISTRICT and FIRE DEPARTMENT are unable to come to agreement through informal means. However, the DISTRICT'S determination on the use of funds, and the FIRE DEPARTMENT' determination on the Chief of the FIRE DEPARTMENT and the FIRE DEPARTMENT (subject to the provisions of Section 42) are not subject to binding arbitration.

42. CHIEFS OF AMBULANCE CORPS AND FIRE DEPARTMENT:

If the DISTRICT'S Board of Commissioners votes upon a duly noticed resolution to require the FIRE DEPARTMENT to terminate the employment of its Chief or the Chief of the Fire Department, and such resolution passes with the votes of at least four (4) out of the five (5) Commissioners, the FIRE DEPARTMENT 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 FIRE DEPARTMENT, on its own initiative, from terminating the employment of its Chief or causing the Fire Department to terminate the employment of its Chief.

43. INDEMNIFICATION:

The FIRE 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 FIRE DEPARTMENT, not related to the provision of the Fire and Rescue Services.

44. MISCELLANEOUS:

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

45. 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 Department
98600 Overseas Highway
Key Largo, FL 33037

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

46. CALL HANDLING AND PROCESSING TIMES:

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

47. INVALIDITY:

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

48. HEADINGS/TITLES/SUBTITLES

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.

[BALANCE OF PAGE INTENTIONALLY LEFT BLANK]

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.

President

KEY LARGO VOLUNTEER FIRE DEPARTMENT INC.

President