



Pinellas Suncoast Fire & Rescue

**304 FIRST STREET
INDIAN ROCKS BEACH, FLORIDA 33785-2587**

**(727) 595-1117 FAX: (727) 595-5879
www.psfrd.org**

**FIRE CHIEF
T. MICHAEL BURTON**

***** AMENDED *****

MEETING NOTICE

THIS MEETING IS OPEN TO THE PUBLIC

April 20, 2021

**The Workshop Meeting begins at 6:00 pm
The Regular Meeting begins immediately after the Workshop Meeting.**

**LOCATION:
ST. JEROME PARRISH HALL
10895 Hamlin Blvd., Largo, FL 33774**

AGENDA

WORKSHOP MEETING

**MEETING CALLED TO ORDER
PLEDGE OF ALLEGIANCE**

ROLL CALL

ADDITIONS OR DELETIONS TO AGENDA:

**SERVICE PINS – Firefighter/Paramedic Douglas Higley – 5 Years of Service
Firefighter/Paramedic Matthew Zeiner – 5 Years of Service**

OATHS OF OFFICE – Firefighter/EMT Christopher Barnes

GENERAL REMARKS FROM THE AUDIENCE: *Any member of the public may comment on any NON-AGENDA or other relevant topic not set on the DISCUSSION ITEM list during this time. When called upon to speak, the speaker will state their full name and address. There will be a 3 minute time limit per speaker.¹*

DISCUSSION ITEMS: *Any member of the public may comment on any DISCUSSION ITEM list during this time. Please note the CHAIR will call for public input during the time the DISCUSSION ITEM is being considered by the Board. When called upon to speak, the speaker will state their full name and address. There will be a 3 minute time limit per speaker.²*

¹ Please see Note as to Public Input.

² Please see Note as to Public Input.

ADJOURNMENT**REGULAR MEETING****MEETING CALLED TO ORDER**

ADDITIONS OR DELETIONS TO AGENDA:

MONTHLY BUSINESS:

1. Approval of Minutes: March 16, 2020 Workshop and Regular Meetings
2. Treasurer's Report: March, 2020
3. Correspondence

GENERAL REMARKS FROM THE AUDIENCE: *Any member of the public may comment on any NON-AGENDA or other relevant topic not set on the ACTION ITEM list during this time. When called upon to speak, the speaker will state their full name and address. There will be a 3 minute time limit per speaker³.*

REPORTS:

1. COMMISSION
2. ATTORNEY
3. FIRE CHIEF

ACTION ITEMS: *Any member of the public may comment on any ACTION ITEM during this time. Please note the CHAIR will call for public comment during the time the ACTION ITEM is being considered by the Board. When called upon to speak, the speaker will state their full name and address. There will be a 3 minute time limit per speaker.⁴*

21-05 Assistant Chief Employment Agreement	Fire Chief
21-06 Letter to Pinellas County on EMS Funding for Truck #28	Fire Chief
21-07 Letter to Pinellas County on Station #28 Funding	Fire Chief
21-08 Letter from Pinellas Suncoast Professional Firefighters' Association	Fire Chief

ADJOURNMENT

**NEXT MEETING: Workshop and Regular Meetings,
May 18, 2021 at 6:00 p.m. at the
Indian Shores Municipal Building.**

³ Please see Note as to Public Input.

⁴ Please see Note as to Public Input.

**Pinellas Suncoast Fire & Rescue District
Board of Fire Commissioners**

Public Meeting and Public Hearing Information

Requirements for Appeal

Persons are advised that if they wish to appeal any decision made at a meeting/hearing, they will need a record of the proceedings; and for such purpose, they may need to insure that a verbatim transcript of the meeting is made, which record includes the testimony and evidence upon which the appeal is made.

It is not the responsibility of the Secretary to provide the above-referenced verbatim record. The Secretary will provide an audio recording of the meeting, upon request and payment for the materials used for the recording.

Public Input

Persons wishing to speak during any Meeting or Public Hearing should try to complete a Citizen Comment Request Card at the entrance of the meeting room and submit the card to the Secretary to the Board. During each session, the Chair will call for Public Input at the appropriate times. The Board wishes to receive public input on all matters set for discussion on the agenda and on relevant topics that are not on the agenda. When recognized by the Chair and called to the podium, speakers should give their name and address for the record.

Persons may speak on an agenda item when the Board has finished their discussion on that item and prior to the vote. To speak on a non-agenda item, speakers will be called during the "General Remarks from the Audience" section of the agenda.

Please note that the Board reserves the right to adjust the time allotted to each speaker as the Chair deems proper to allow for meaningful input and a fair chance to be heard and to allow the Board fair time to undertake its duties and obligations.

When is the appropriate time to address my agenda item at a meeting?

When your non-agenda or agenda item comes up and our Chairperson call for Public Input, that means that the Board desires to take "public input". This is the time to get up and speak. While we understand that some of you might be nervous to speak in public, please note that every effort will be made to help you feel comfortable. When called to the podium, please come to the podium and try to speak so that your input can be heard by the entire Board as well as by the other persons present. Please give your name and address for the record and feel proud that you have participated in "government in the sunshine!"

Accommodations

In accordance with the Americans with Disabilities Act and Section 286.26, Florida Statutes, persons with disabilities needing special accommodation to participate in this proceeding, or those requiring language assistance (*free of charge*) should contact the Pinellas Suncoast Fire & Rescue District Administration at (727) 595-1117 ext. 100 no later than forty-eight (48) hours prior to the proceeding. If contact is made after that time the District may not have sufficient time to make special accommodations.



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**FIRE CHIEF
T. MICHAEL BURTON**

**MINUTES
MARCH 16, 2021
WORKSHOP AND REGULAR MEETINGS**

**Belleair Beach City Hall
444 Causeway Blvd., Belleair Beach, FL 33786**

**WORKSHOP MEETING CALLED TO ORDER
PLEDGE OF ALLEGIANCE**

ROLL CALL: Commissioners answering roll call were Chair Joseph Bruni, Vice Chair David Ardman, Secretary/Treasurer Lawrence Schear, Commissioner David Gardella, and Commissioner Louis Snelling. A quorum was present with Chair Joseph Bruni presiding. Attorney Jeff Albinson, Chief Mike Burton, and Finance Director David Martin were also present.

ADDITIONS OR DELETIONS: None.

SERVICE PIN – Fire Chief Mike Burton presented Firefighter/EMT Carson Stitt with his pin for 5 years of service to the District.

OATH OF OFFICE – Firefighter/Paramedic Travis Garman took his Oath of Office.

GENERAL REMARKS FROM THE AUDIENCE: None.

DISCUSSION ITEMS: None.

ADJOURNMENT – The Workshop was adjourned at 6:09 p.m.

REGULAR MEETING CALLED TO ORDER

ADDITIONS OR DELETIONS TO AGENDA:

**21-04 EMS Budget Request – Funding for Truck 28
(Resolution 2021-01)**

Fire Chief

MONTHLY BUSINESS:

1. Approval of Minutes: February 16, 2021 Workshop and Regular Meetings

Discussion: None.

A motion to approve the minutes of the February 16, 2021 Workshop and Regular Meetings.

MOTION: COMMISSIONER SCHEAR SECOND: COMMISSIONER ARDMAN

All in favor, motion passed unanimously.

2. Treasurer's Report: February, 2021

Discussion: Secretary/Treasurer Lawrence Schear stated balance sheet accounts have been reconciled as of January 31, 2020. Consolidated government funds, assets, and liabilities are \$4.9 million; the investment program in accordance with District policy is \$4.7 million; current liabilities are within normal end-of-month limits, at \$92,000; the capital projects fund revenues total \$62,700; two utility vehicles have been moved to a future year to provide funding for an SCBA fill station at Station 27 to replace the Squad 26 compressor, and the Squad replacement engine is not scheduled to be delivered until next fiscal year, deferring \$470,000 of the capital budget into a 7 year lease amortization; general fund cost recoveries include \$28,900 for Hurricane Michael and \$338,400 for COVID-19. Income and expenditures are currently projected to be in line with the amended budget. Projected ending ratio remains slightly ahead of GASB recommendations at 28.4%, but is far less than the Commission's 45% objective. The projection does not include FEMA cost recoveries for Hurricane Sally or additional COVID-19 relief.

A motion to approve the February, 2021 Treasurer's Report.

MOTION: COMMISSIONER GARDELLA SECOND: COMMISSIONER ARDMAN

All in favor, motion passed unanimously.

3. Correspondence: None.

GENERAL REMARKS FROM THE AUDIENCE: None.

REPORTS:

1. COMMISSION: Secretary/Treasurer Schear discussed that there are four properties close to Indian Shores Town Hall that he feels would be ideal locations for the relocation of Station 26. He stated that his concern is that property is limited and opportunities disappear rapidly.

A motion to authorize Chief Burton, Assistant Chief Mortellite, and Finance Director Martin to formally investigate alternative fire station sites.

MOTION: COMMISSIONER SCHEAR SECOND: NONE

There was no second. Motion does not pass.

Chair Bruni stated that he appreciates Secretary/Treasurer's efforts, but states that he does not know what the first step in the process should be regarding planning and architecture, and asked Mr. Albinson and Chief Burton if they had any insight. Vice Chair Ardman added that he does not feel that the Optima study did due diligence beyond response times, and feels that there are additional steps to be taken before the District "puts the cart before the horse." Chief Burton added that, in looking at parcels, he does not have the expertise to know what to look for, such as greenspace, drainage, access to roads, etc. and should be left to a professional service. Chair Bruni added that he is also not in favor of hiring engineers or architects until the District has secured funding for these projects. Mr. Albinson stated that the first step is to decide which station relocation is most critical, and then determine if funding is available either through the County or some other funding source. He added that organizing a task force to assist in these initial steps may be beneficial. Once this has been accomplished, he suggested that the County may even have people on staff who can help with making determinations related to property requirements. Vice Chair Ardman stated that he understands Secretary/Treasurer Schear's concerns, as today's availability may vastly differ from availability a year from now, but due diligence must first be done; however, exploratory efforts may still be beneficial. Chief Burton added that the District has identified some needs already, and he recently spoke at an Indian Shores meeting and is also on the agenda for April. He suggested that perhaps a cooperative effort with the Town or another entity could be a possibility. Secretary/Treasurer Schear confirmed that the Mayor is in favor of a cooperative effort. Commissioner Gardella stated that Secretary/Treasurer Schear is correct, as there are less properties each day. He also mentioned that he knows the Sheriff's Office has land that may be available. Vice Chair Ardman suggested that shared services could also help efforts. Mr. Martin discussed funding issues, and stated that a lender will want to have a guarantee before approving a loan. Chief Burton stated that the District is basically starting from scratch, as the only property that has any commercial value out of the three stations is Station 27. Chair Bruni added that most departments are able to rebuild on existing property, as well as utilize engineers and architects on city staff, which is not a luxury special districts have. He agreed that Station 26 is a property, but Station 28 is equally as important due to maintenance, EOC, and headquarters needs. Chief Burton stated that he has reached out to all County Commissioners that have jurisdiction in the District and has set up introductory, informational meetings with a couple of them.

Secretary/Treasurer Schear discussed that the tar black top system will eventually be raised and signs will be posted to ensure people are aware that the concrete is higher than the roadway.

Secretary/Treasurer Schear stated that he contacted Keep Pinellas Beautiful and there are two sections of Gulf Boulevard available in Indian Rocks Beach and Belleair Beach for the Adopt-a-Mile program. He suggested it might be something for Commission and fire department members to consider participating in.

Vice Chair Ardman expressed appreciation to Chief Burton and the Truck 28 crew that included Ryan London, Jim Norberg, and Matt Zeiner, for attending the memorial service for Ann Moston, mother of Indian Rocks Beach Mayor Joanne Cookie Moston Kennedy.

Vice Chair Ardman stated that City Manager Gregg Mims informed him that the "do not lock" signage for emergency back access points have been installed.

Vice Chair Ardman has located another RFQ for Fort Myers Shores Fire Protection District and will send to Ms. Fugate to share with Commission.

Vice Chair Ardman addressed an email Mr. Martin sent recently that discussed that the House of Representatives and Representative Nick DiCeglie made mention of eliminating special

districts. He stated that he researched both the house and similar senate bills and he does not feel that there is an intention of eliminating special districts. Mr. Martin stated that at least two senators said that during a committee meeting; it is not in the bill itself. Discussion took place on new audit requirements for special districts beginning September 30, 2021. Mr. Martin stated that he will send the FASD link to Vice Chair Ardman to watch the video.

2. ATTORNEY: No report.

3. CHIEF'S REPORT: Chief Burton stated that the Optima Report will be on the Indian Shores agenda in April.

Regarding the hiring process for new firefighters, Chief Burton stated that three job offers have been made and Ms. Fugate is working on background efforts. Hire dates are expected to be in May.

Chief Burton stated that promotional processes for lieutenant and district chief positions will also be in early May.

It is expected that it will take until at least June to catch up on service pin awards and oaths of office for those personnel who were missed.

Chief Burton discussed that Fleet Mechanic Tom Bruno and Firefighter Pat Schwab will travel to Pierce manufacturing soon before the new engine goes to production.

Regarding COVID-19 vaccinations, Chief Burton said that a few members of the District have stepped up to help with vaccine administration. Mr. Martin submits for reimbursement. He added that there are approximately 50 staff members working per day to vaccinate more than 2,000 people per day. Commissioner Gardella asked if there have been much sick time used by District staff related to COVID-19; Chief Burton said there has been none in many weeks.

ACTION ITEMS:

**21-04 EMS Budget Request – Funding for Truck 28
(Resolution 2021-01)**

Fire Chief

Discussion: Chief Burton stated that Friday is the deadline to submit the District's annual EMS budget request to the County. He added that he feels the it is time for Truck 28 to be funded at 100%, as it is the only unit in Pinellas County funded at 50%. The call volume supports it. Resolution 2021-01 allows the Fire Chief to submit the budget to the County to accomplish this. Chief Burton added that this is not outside the settlement agreement, which only dictates that funding cannot drop below 50%.

Attorney Jeff Albinson read Resolution 2021-01 in its entirety.

A motion to adopt Resolution 2021-01.

MOTION: COMMISSIONER SCHEAR SECOND: COMMISSIONER GARDELLA

All in favor, motion passed unanimously.

There being no further business to come before the Board, the meeting was adjourned in due form at 7:09 p.m.

APPROVED:

ATTEST:

Joseph V. Bruni, Chair

Kimberly G. Fugate, Executive Assistant

Date Approved

**EMPLOYMENT AGREEMENT
BETWEEN THE
PINELLAS SUNCOAST FIRE & RESCUE DISTRICT
AND THE ASSISTANT FIRE CHIEF OF THE DISTRICT**

DRAFT - FOR DISCUSSION

EMPLOYMENT AGREEMENT

THIS AGREEMENT, "Agreement," entered into this _____ day of _____, 2021 is made between the Pinellas Suncoast Fire & Rescue District (referred to herein as the "employer," "PSFRD," or the "District"), acting through its Board of Commissioners (referred to herein as the "Commission"), and John Mortellite (referred to herein as the "Assistant Fire Chief," "Assistant Chief," or the "employee"). The parties, therefore, agree as follows:

ARTICLE I SALARY

A. Salary: The salary for the Assistant Chief shall be determined by the Fire Chief, providing it stays within the established pay range for the position as adopted by the Fire Commission. The salary shall be paid in 26 equal biweekly installments.

B. Annual Salary Review: The Fire Chief will evaluate the Assistant Chief's performance on an annual basis no later than October 1 of each year. In the event the Assistant Chief's evaluation is not completed by October 1 of each year, any subsequent proposed increases in salary would be retroactive to October 1. The Fire Chief may adjust the Assistant Chief's salary based on the evaluation and other relevant factors including, but not limited to, the District's financial condition.

ARTICLE II DISTRICT ISSUED RESOURCES

A. Vehicle: The District will provide the Assistant Fire Chief with a designated fire department vehicle. The use of the vehicle will be limited to official duties and other de minimis use.

B. Telephone: The District will provide the Assistant Fire Chief a cellular telephone for his daily duties and responsibilities.

C. Personal Protective Equipment and Uniforms: The District shall be responsible for payment of all associated costs of these resources, all of which shall remain the property of the District.

ARTICLE III HOURS OF DUTY

The Assistant Chief will devote his full and exclusive work time to the performance of the duties required by Article XI below. As an exempt employee, the Assistant Chief shall set his own hours of duty that are necessary to perform the job tasks, and that are in the best interests of the District, pending approval by the Fire Chief.

ARTICLE IV PAID TIME OFF (PTO) AND HOLIDAYS

Paid Time Off: The Assistant Fire Chief shall be entitled to receive 320 hours annually of paid time off (PTO) and may store up to 1,020 hours of their paid time off accrual. Hours earned in excess of this maximum must be taken as earned or forfeited. Upon separation, the Assistant Chief may receive payment for 100 percent of accrued PTO up to a maximum of 480 hours.

Sick Leave: Sick Leave accumulates at 12 hours per month and is credited on the 1st day of the month following the month earned with a maximum accumulation of 1,200 hours.

Holidays: 12 Paid Holidays - New Year's Day, Martin Luther King Day, Presidents Day, Good Friday, Memorial Day, Independence Day, Labor Day, Veterans Day, Thanksgiving Day and day after Thanksgiving, Christmas Eve or Day after Christmas and Christmas Day.

ARTICLE V EMPLOYEE BENEFITS (GENERALLY)

The Assistant Fire Chief shall be entitled to those other benefits as are enjoyed by the majority of employees of the District. At present, such benefits include, but are not limited to, the following:

- A. Paid Jury Duty/Court Appearance leave.
- B. Paid Sick Leave and Paid Time Off as is set forth elsewhere in this document.
- C. Certain paid Holidays as are designated holidays each year by the Commission.
- D. Workers' compensation insurance.
- E. Paid bereavement or emergency leave not to exceed 3 days for in-state matters and 5 days for out of state matters for each occurrence.
- F. Life Insurance: **\$25,000** Term Life, PSFRD pays 100%. Coverage reduced to \$15,000 at age 65.
- G. Medical Insurance: United Health Care through the Florida League of Cities, Florida Municipal Insurance Trust (FMIT). The District will pay 100% for the Assistant Chief's coverage and 75% for family coverage. Coverage may be continued after retirement if there is no lapse in coverage at 100% retiree's expense.
- H. Optional Benefits (100% employee funded): 457 Retirement Plan, AFLAC insurance, dental and vision and a flexible spending account.
- I. Annual physical (100% PSFRD funded), currently provided by Life Scan.
- J. Tuition reimbursement consistent with the current District's policy on tuition reimbursement.
- K. Florida Retirement System pension plan or investment plan.

ARTICLE VI RETIREMENT

The Florida Retirement System (FRS): PSFRD shall make contributions in accordance with the annual FRS rates published each July 1st. The Assistant Chief will make all payments required by law to be paid by employees for participation in the Florida Retirement System (FRS), currently 3% of compensation, as defined by FRS.

ARTICLE VII INDEMNIFICATION

The District will defend, indemnify, and hold the Assistant Chief harmless from any and all claims and liability arising from the proper and non-negligent performance of all duties within the course and scope of his employment. The District shall not have a duty to defend, indemnify, and/or hold harmless the Assistant Chief in the event the Assistant Chief has committed an intentional act which

violated federal, state, or local laws and caused the liability for which indemnity is sought, or has otherwise criminally, tortuously, or otherwise wrongfully acted or acted in bad faith. The District will not be liable for any criminal fines, and/or punitive or exemplary damages caused by any act or omission of the Assistant Chief.

ARTICLE VIII BONDING

The District shall bear the full cost of any fidelity or other bonds required of the employee under any applicable law, rule of court, or order of a court provided such requirement is in performance of his duties hereunder.

ARTICLE IX DUES/SUBSCRIPTIONS

Employer agrees to pay such professional dues of the Assistant Chief to the International Association of Assistant Fire Chiefs, the Florida Fire Chiefs' Association, the National Fire Protection Association, the Pinellas County Fire Chiefs' Association, and reaccreditation as a Chief Fire Officer Designee (or equivalent) by the Center for Public Safety Excellence for the good of the District and its members, or as are otherwise approved by the Commission in the annual budget or by lawful authorization by the Commission.

ARTICLE X PROFESSIONAL DEVELOPMENT

Employer hereby agrees to pay for the travel and subsistence expenses of the Assistant Fire Chief, as approved in the annual budget, and by the Fire Chief, for professional and official travel, meetings, and the functions or boards that he may sit on, functioning in the best interest of the profession, District, members and community. These may include, but not be limited to, conferences, as well as local, state and regional governmental groups and committees which the Assistant Fire Chief serves as a member.

ARTICLE XI DUTIES AND RESPONSIBILITIES

The employer agrees that the Assistant Fire Chief shall serve as the second in command of the District. The Assistant Fire Chief's exclusive duties shall include, but not be limited to, the following:

- (A) Serve as a ranking command officer for emergency operations.
- (B) Serve as the Assistant Emergency Manager for all EOC (Emergency Operations Center) and disaster situations.
- (C) Manage and provide oversight of all District training and Emergency Medical Services and assist the Fire Chief with Standard Operating Procedures, policies, Rules and Regulations, Union Contract (including bargaining contract negotiations), and purchasing.
- (D) Participate in the annual budget process.

- (E) The Assistant Chief shall provide input as to personnel matters including hiring, firing, promotion, demotion, duty assignments, discipline, and non-union salaries.
- (F) The Assistant Chief shall direct all personnel and assign all duties and activities of all personnel under his command. It is understood that the Assistant Chief may delegate this obligation within the Chain of Command.
- (G) The Assistant Chief shall represent the District as required, and as directed by the Fire Chief, in matters regarding the District.
- (H) The Assistant Chief shall undertake all reasonable and customary duties necessary for the efficient and effective operation of the District.
- (I) The Assistant Chief shall perform all duties in the most current job description for Assistant Fire Chief.

ARTICLE XII
AT WILL EMPLOYMENT, TERMINATION AND SEVERANCE PAY

- (A) It is understood and agreed that the employment of the Assistant Chief hereunder is an “at will” employment agreement and nothing in this document shall serve to change that understanding and agreement.
- (B) The District retains the right to terminate the Assistant Chief through a determination made by the Fire Chief, and with the concurrence of the Commission, that the Assistant Chief’s continued employment is not in the best interest of the District. As is set out above, this Agreement shall not be interpreted as to create anything other than an “at will” employment relationship with certain benefits accruing to the Assistant Chief.
- (C) PSFRD shall have the right to terminate the Assistant Chief with cause at any time without notice. The term “with cause” shall mean as defined herein. In the event of termination for cause, the Assistant Chief shall not be entitled to be paid for all unused paid time off, or any other accrued benefits, but shall be entitled to COBRA benefits as allowed by law. No other payments, severance payments, or benefits will be paid to the Assistant Chief.
- (D) For the purposes of this Agreement, termination for cause shall include, but not be limited to (1) conviction of, or a plea of guilty or *nolo contendere* to, or entry into a pre-trial diversion or intervention program in connection with or the commission of conduct that would constitute if charged, a felony, or any other crime involving dishonesty, moral turpitude or the sale, use or unlawful possession of any controlled substance; (2) any act of abandonment of duties or post; (3) any act of insubordination to include the failure to comply with any lawful order or directive issued to him by the Fire Chief, or the refusal or failure to perform any duty required of, or assigned to, him; (4) the Fire Chief’s good faith determination that the Assistant Chief has failed to perform the duties of his employment, or has not performed all or some of them to the reasonable satisfaction of the Fire Chief; (5) the misrepresentation by the Assistant Chief of any aspect of his application materials, including but not limited to, his resume’, his Curriculum Vitae, his online or paper application, and/or any other materials submitted to the Employer during the application and interview/consideration process or at any time thereafter, or (6) the determination by the Commission that the Assistant Chief’s continued employment would not be in the best interests of the District.
- (E) Termination without cause shall include termination of employment of the Assistant Chief for any reason other than those constituting termination for cause as is otherwise described herein.
- (F) In the event the employment of the Assistant Chief is terminated by PSFRD without cause during the first four (4) years of this agreement, the Assistant Chief shall be entitled to a lump sum cash severance payment of no more than 10 weeks of the salary then in effect, based on two and one half (2.5) weeks per year of completed service as the Assistant Chief, plus unused paid time off

and sick leave as is set forth below. In the event the employment of the Assistant Chief is terminated by PSFRD without cause after the four (4) year period of employment has expired, and if during such time the Assistant Chief is willing and able to perform his employment duties and responsibilities under this Agreement, then in that event, the Employer agrees to pay the Assistant Chief a lump sum cash severance payment in the maximum amount allowed and as defined by law, based on four (4) weeks per year of completed service as the Assistant Chief up to a maximum of 20 weeks. In addition, the Assistant Chief shall be entitled to be paid for all unused paid time off in accordance with ARTICLE IV and 25% of unused accrued sick leave time that has vested, up to 420 hours, and shall be entitled to COBRA benefits for the maximum time allowed by law.

- (G) In the event the Employer, at any time during the term of this working agreement, reduces the salary or other benefits of the Assistant Chief in a greater percentage than the applicable reduction for all other employees of the Employer, or in the event the Employer refuses, following written notice, to comply with any other provision benefiting the Assistant Chief under this Agreement, then in that event, the Assistant Chief, at his option, may be deemed to be “*terminated without cause*” effective upon the date of such reduction or such refusal to comply, subject to such duties and obligations of the parties as are otherwise set out herein.
- (H) The Assistant Chief shall have the right to terminate his employment by resignation at his sole discretion upon the giving of sixty (60) days written notice to the District. Upon resignation, the Assistant Chief shall be entitled to be paid for all unused paid time off in accordance with ARTICLE IV and 25% of unused accrued sick leave that has vested, up to 420 hours, and shall be entitled to COBRA benefits as allowed by law.
- (I) In the event of the Assistant Chief’s death during the term of this agreement, any monies that may be due to the Assistant Chief from PSFRD under this Agreement as of the date of death shall be paid to the Assistant Chief’s executors, administrators, heirs, personal representatives, successors, and assigns.

ARTICLE XIII GENERAL PROVISIONS

- (A) The provisions of this Agreement constitute the entire Agreement between the District and the Assistant Fire Chief. No representation or understanding, whether communicated orally or in writing, is or shall be effective, unless contained in the Agreement or appended hereto by later writing, executed with the same formality as this document.
- (B) This Agreement shall be binding upon and inure to the benefit of the heirs at law, executor, or personal representative of the Assistant Fire Chief (pursuant to Florida law).
- (C) If any provision, or any portion of a provision contained in this Agreement is held unconstitutional, invalid, or unenforceable by a court of competent jurisdiction, the remainder of this Agreement, or such portion of it, shall be deemed severable, shall not be affected and shall remain in full force and effect.
- (D) This Agreement shall be interpreted pursuant to Florida law.
- (E) The parties hereto agree that venue for any litigation in state or county court involving this Agreement shall take place in the appropriate court in Pinellas County, Florida, or if in a Federal court, venue shall be proper in the Middle District of Florida, Tampa Division.
- (F) The parties hereto agree that this Agreement shall be read and interpreted in a manner consistent with all applicable Florida law. In the event of any ambiguity, interpretation shall be in the manner most in conformity with Florida and Federal law. This agreement shall also be read and interpreted in a manner that is gender and plural neutral.
- (G) In the event of litigation hereunder, the prevailing party shall be entitled to recover all reasonable

attorney's fees and costs, whether incurred prior to or during any phase of the litigation, including at the trial and any appellate level.

- (H) This Agreement is entered into by the District based upon the representation by the Assistant Fire Chief that it is his intention to continue to perform his duties in compliance with the manner and pursuant to the obligations and customs in place at the moment this document is executed.
- (I) COBRA benefits, as referenced in this agreement, are understood by the parties to be at the employee's expense.
- (J) The parties agree that this agreement replaces and supersedes any prior agreement, representation, and/or representation either written or verbal.
- (K) The Assistant Chief shall reside within Pinellas County within six (6) months of employment.
- (L) This Agreement may be amended, only in writing, by mutual agreement of the PSFRD Board of Commissioners and the Assistant Fire Chief.

In witness of the foregoing, the Commission and the Assistant Fire Chief have set their signatures below, on this _____ day of _____, 2017.

Joseph Bruni, Chair
Board of Commissioners
Pinellas Suncoast Fire & Rescue District

John Mortellite
Assistant Fire Chief
Pinellas Suncoast Fire & Rescue District



Pinellas Suncoast Fire & Rescue

304 FIRST STREET
INDIAN ROCKS BEACH, FLORIDA 33785-2587

(727) 595-1117 FAX: (727) 595-5879
www.psfrd.org

FIRE CHIEF
T. MICHAEL BURTON

March 19, 2021

Dear Craig Hare:

Please see the attached EMS Budget submitted by Pinellas Suncoast Fire & Rescue District. The budget submission includes an overall 14.78% budget increase.

Not included in the above noted increase is a capital request of \$70,000 for the scheduled replacement of the EMS Coordinator's response vehicle.

The bulk of the 14.78% increase (\$241,612) is due to the proposed change from 50% funding for Truck #28 to 100% funding for Truck #28. The rationales for the change are rather simple and multi-faceted. First, Station #28 is the only fire station in Pinellas County that does not have even one EMS unit funded at 100%. There are no other units that are funded at 50% within the County. Second, for calendar year 2020, Truck #28 was dispatched to 837 EMS calls, with 161 of those calls being to support a neighboring agency. Third, the EMS Settlement Agreement between the District and the County allows for Truck #28 to be fully funded; it simply disallows Truck #28 being funded at less than 50%.

Lastly, both the District and the County have worked diligently to operate from a more mutually beneficial perspective, evidenced by joint projects such as the District's station relocation efforts, the Optima Station Optimization Study, the cadre of PSFRD staff involved with Continuing Medical Education as well as COVID vaccine initiatives. Simply put, the time has come to move past actions taken by each of our predecessors and fund Truck #28 at 100%, consistent with all other Pinellas County first out units.

Thank you in advance for your consideration on this important matter.

Sincerely,

Mike Burton
Fire Chief

c: James Fogarty

RESOLUTION 2021-01

A RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE PINELLAS SUNCOAST FIRE & RESCUE DISTRICT, AUTHORIZING AN EMS BUDGET SUBMISSION TO PINELLAS COUNTY WITH AN INCREASE OF 14.78%, TO INCLUDE 100% FUNDING FOR TRUCK 28.

WHEREAS, the Pinellas Suncoast Fire & Rescue District (herein referred to as “the District”) and Pinellas County (herein referred to as “the County”) previously entered into a Settlement Agreement which allows for a minimum of 50% funding for Truck 28.

WHEREAS, Station 28 is the only fire station in Pinellas County with an EMS unit funded at less than 100%.

WHEREAS, during calendar year 2020, Truck 28 was dispatched to 837 EMS calls, with 161 of those calls being to support a neighboring agency.

WHEREAS, both the District and the County have worked diligently to operate from a more mutually beneficial perspective, evidenced by joint projects such as the District’s station relocation efforts, the Optima Station Optimization Study, the cadre of PSFRD staff involved with Continuing Medical Education as well as COVID vaccine initiatives.

WHEREAS, the District will present an EMS budget submission to the County, which includes a 14.78% budget increase, due to a request for 100% funding for Truck 28; an increase from the current 50% funding for Truck 28.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF THE PINELLAS SUNCOAST FIRE & RESCUE DISTRICT (BOARD), FLORIDA, AS FOLLOWS:

Section 1. That the BOARD hereby approves the EMS budget submission with 100% funding for Truck 28.

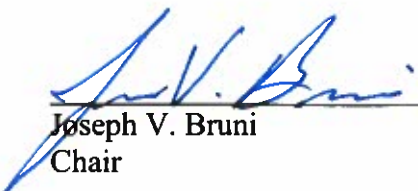
Section 2. That this Resolution shall become effective immediately upon passage and adoption in the manner provided by law.

PASSED AND ADOPTED on this 16th Day of March, 2021.


PINELLAS SUNCOAST FIRE & RESCUE DISTRICT

BOARD OF COMMISSIONERS

ATTEST:



Joseph V. Bruni
Chair



Lawrence Schear
Secretary/Treasurer

Pinellas County Emergency Medical Services
ALS First Responder Program
FUNDING SUMMARY FY21-22

Agency: **Pinellas Suncoast Fire & Rescue District**
 Submitted by: **Fire Chief Burton**
 Date: **19-Mar**

REVENUE	FY 20-21 Contract Funding	FY 21-22 Contract Funding	Increase (Decrease)	% Increase (Decrease)
Other Income			\$0	#DIV/0!
TOTAL REVENUE	\$0	\$0	\$0	#DIV/0!

BUDGET REQUEST				
Personal Services	\$1,432,828	\$1,674,440	\$241,612	16.86%
Operating and Capital	\$194,543	\$193,469	-\$1,074	-0.55%
TOTAL BUDGET	\$1,627,371	\$1,867,909	\$240,538	14.78%

COUNTY EMS FUNDING REQUEST	\$1,627,371	\$1,867,909	\$240,538	14.78%
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Notes:
 Do Not Enter Data or Change Formulas in Yellow Fields
 Enter Data in All Light Blue Fields

Reminder - Station/Overhead 1% will be a separate reimbursement after audits are received



Pinellas Suncoast Fire & Rescue

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INDIAN ROCKS BEACH, FLORIDA 33785-2587

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FIRE CHIEF
T. MICHAEL BURTON

Mr. James Fogarty
Safety and Emergency Services
Pinellas County
10750 Ulmerton Road
Bldg. 1, Suite 343
Largo, FL 33778

March 23, 2021

Dear Mr. Fogarty:

On behalf of the Pinellas Suncoast Fire & Rescue District (District), and with concurrence from our Fire Commission, I am requesting consideration for Penny for Pinellas funding to replace PSFRD Fire Station #28 in the unincorporated Oakhurst area of Pinellas County.

More specifically, the District is requesting that the Pinellas County CIP for FY 21/22 includes \$600K for land acquisition and design; \$4M for construction for FY22/23; and that County staff begin working toward a funding agreement. This funding approach would be consistent with funding efforts for Lealman Fire District Station #19 that was budgeted and funded at \$3.6M in FY19/20 and Palm Harbor Fire District's Station #68 that was budgeted and funded at \$3.5M in FY19/20, with some anticipated construction cost increases. The District would also be interested in acquiring property currently owned by Pinellas County at 14644 – 113th Avenue, Largo as a site for the station. This location would be supported by both the below noted EMS Settlement Agreement and the Optima Study.

In November of 2020, and in cooperation with Pinellas County Safety and Emergency Services, the District's Fire Commission adopted the Optima Resource Modeling Pinellas Suncoast Stations Optimization Study (Optima Study). The Optima Study was commissioned to identify the most advantageous locations for each of the District's fire stations from a service delivery and response time perspective. The Optima Study not only evaluated service delivery and response times within the District, but also considered impacts on neighboring agencies from a more regional perspective. Two of the District's constituent cities/towns have reviewed the Study and are supportive of the findings. It is expected that a resolution of support from those cities/towns would be acquired by May 2021.

The current Station #28, located at 13501 – 94th Avenue, Seminole (in unincorporated Pinellas

County), is well past its useful life and the location does not support the community's response time needs. This consideration was included in the 2017 final executed Settlement Agreement over Emergency Medical Services funding between Pinellas County and PSFRD and provided consideration to fund the District for the relocation of Station #28. The approach is consistent with a master planning effort to replace/build all three fire stations in locations that support improved response times. The replacement and relocation of Station #28 is the highest priority in the master planning effort. Both the EMS Settlement Agreement and the above noted Optima Study suggest moving the station to the northwest. Station #28 provides fire and emergency medical services to Indian Rocks Beach, Indian Shores, Belleair Beach, Belleair Shore, the portion of unincorporated Pinellas County within the District, and neighboring jurisdictions.

The proposed Station #28 project would include the construction of a three-bay fire station, apparatus storage, administrative offices, a fleet maintenance facility, space to hold public meetings, training room, and the District's Emergency Operations Center (EOC). The District currently does not have an EOC and is reliant upon annual agreements and makeshift arrangements with two local churches that are willing to serve as the District's EOC.

Thank you in advance for your consideration on this important matter.

Sincerely,



Mike Burton
Fire Chief

c: Barry Burton, County Administrator
Lourdes Benedict, Assistant County Administrator
Craig Hare, Director of Fire and EMS Administration