



FIRE CHIEF
SALVATORE A. D'ANGELO III

Pinellas Suncoast Fire & Rescue

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MINUTES JULY 11, 2017 WORKSHOP AND REGULAR MEETING

Held at PSFRD Station #28
13501 94th Avenue, Seminole, FL 33785

SPECIAL MEETING CALLED TO ORDER AT 10:07 a.m. PLEDGE OF ALLEGIANCE

ROLL CALL: Commissioners answering roll call were Chair Joe Bruni, Vice Chair Lou Snelling, Secretary/Treasurer Larry Shear, Commissioner David Gardella, and Commissioner Laura Martin. A quorum was present with Chair Joe Bruni presiding. Attorney Jeff Albinson, Fire Chief Sal D'Angelo, and Finance Director David Martin were also present.

ADDITIONS OR DELETIONS: None.

GENERAL REMARKS FROM THE AUDIENCE:

Kelly Cisarik – 448 Harbor Drive South, Indian Rocks Beach – Mrs. Cisarik discussed the 2006 Matrix Consulting Report and stated that it should be reviewed again.

DISCUSSION ITEMS:

16-06 Dispute with Pinellas County EMS Authority – Settlement Agreement

Discussion: Attorney Jeff Albinson introduced Attorney Jennifer Cowan and explained that she has been the lead counsel for the District in this process.

Commissioner Larry Shear discussed his concerns with the proposed Settlement Agreement. His comments were as follows: Paragraph 2: This Agreement is a compromise and not an admission of guilt or liability by either party. Paragraph 3: No external promises are part of the Agreement, but it does recognize the probability of a successful Penny for Pinellas vote and the future existence of a new North Redington Beach EMS station and not Belleair Beach. Paragraph 7: "PSFRD" is misspelled as "PDFRD." Additionally, Commissioner Shear questioned the minimum level of funding for two positions, thereby limiting the EMS-funded expansion of its current two stations to three or more. Paragraph 8a: The proposed Redington station would be too close to the PSFRD relocated Station 26, which is an error that has been made in the past and should not be compounded. Paragraph 8b: A full advanced life support/fire rescue position should be funded for Station 28. Additionally, the funding should be for three positions. Paragraph 8c: PCEMSA is responsible for actual EMS costs, as correctly billed by PSFRD. Paragraph 9: This is another "if" clause that does not reinforce the existing reality of Station 26's relocation. Paragraph 11: This Agreement should not be dependent upon the Penny for Pinellas vote.

Attorney Jennifer Cowan discussed the terms of the Settlement Agreement. She explained that PSFRD believes that the Pinellas County EMS Authority began systematically defunding its units in 2009. Despite conversations between the District and the EMS Authority, the issue was never resolved, so the District filed a lawsuit against the County in 2016. As part of the intergovernmental dispute resolution process, there were two public meetings between the administrative staffs and then a subsequent mediation. This proposed Agreement is the result of that mediation. The Agreement must be approved by PSFRD's Board of Fire Commissioners as well as the Board of County Commissioners/EMS Authority; otherwise, it is null and void. Attorney Cowan explained that in no way is the Agreement an admission of liability by either party. The purpose of entering into this Agreement is to reestablish a healthy relationship between the District and the County, as well as to avoid litigation and associated costs.

Attorney Cowan explained that PSFRD will be subject to all terms that other departments are subject to under the countywide ALS agreement, with a guarantee that the District will be fully funded for fiscal year 2017/18, which equals just less than \$1.8 million. Thereafter, PSFRD will be funded for no less than two 24/7 ALS positions. Additionally, PSFRD will be funded for a minimum of a 50% position for Truck 28, and will be funded for Squad 26 until the Redington EMS station is operational and if PSFRD is not selected to staff that station. If that station does not become operational, the EMS authority and County agree that they will accept input from PSFRD in consideration of a different location for service of the Redington area. Pursuant to the Settlement Agreement, the parties have agreed to interpret the EMS Authority's Special Act as designating PSFRD as an existing EMS provider, and providing a minimum level of service for the District of two 24/7 advanced life support/fire rescue (ALSFR) seats.

Regarding Penny for Pinellas, Attorney Cowan explained, if approved, the Agreement provides that the parties will jointly assess and consider for Penny funding the following: The replacement and refurbishment of Station 28, with a cost not to exceed \$3 million; evaluating the cost benefit of moving a station and providing an ancillary emergency operations center to be housed at Station 28; reimbursement to PSFRD for money expended on an aerial device, not to exceed 1.4 million; the purchase of Marine 27, not to exceed \$150,000. Chief D'Angelo stated that, regarding the Penny for Pinellas stipulations, he firmly believes that John Bennett is a man of integrity and that he cares about the citizens and first responders above political agendas. He also stated that if Penny for Pinellas fails, the County will have much bigger issues. Chief D'Angelo stated that the statement on page 4 subsection C of the Agreement, "In no event shall funding fall below 2 24/7 positions" is very important for budgetary purposes, as the District has never had that guarantee before. He said that he feels that this is a very positive step in the right direction for the District.

Attorney Jennifer Cowan agreed that most municipalities and special districts will be negatively affected if Penny for Pinellas doesn't pass. She addressed Commissioner Schear's mention of the typographical error in section 7 and, should the Agreement be approved, it is with the correction of that error. Additionally, she explained, should the parties enter into this Agreement, the District is required to dismiss the litigation within 30 days. Commissioner Gardella inquired as to if an addition could be made to paragraph 11 which would identify the timeframe during which the parties will meet after the Penny for Pinellas passes in November. Attorney Cowan stated that it could be, and ensured that everyone understood that this would just be a meeting to jointly assess everything and funding does not necessarily happen at that time. She discussed that, if this addition is made, it should clarify that the staffs will sit down together. Additionally, if this addition is made, the County has not reviewed that, and therefore could potentially not approve the Agreement at their meeting. Chief D'Angelo stated that he feels that would be a fair addition to the Agreement. Commissioner Gardella also pointed out a misspelling of the word "intercoastal" on page 4 which should be corrected.

REMARKS FROM THE AUDIENCE:

Kelly Cisarik – 448 Harbor Drive South, Indian Rocks Beach – Mrs. Cisarik stated that she cannot give appropriate comment as the [draft] agreement was not provided with the agenda packet. She also discussed that she wishes a partnership would be made between PSFRD and Seminole to combine Stations 28 and 31.

Nancy Obarski – 708 Beach Trail, Indian Rocks Beach – Mrs. Obarski asked if a cash settlement was involved.

Fire Chief D'Angelo stated that it is cash in the form of guaranteed for two positions. He explained that, since the lawsuit was originally filed, there had been administrative changes, and a different approach was taken based on what was best for the county and for the system. The guaranteed positions paired with the potential funding from Penny for Pinellas, it will exceed the original request for \$5.2 million. The Chief explained that they are building a better system for the future, and that this is a 43.9% increase in EMS funding for PSFRD in the next fiscal year.

John Pfansteil – 448 Harbor Drive South, Indian Rocks Beach – Mr. Pfansteil stated that the lawsuit was for \$5.2 million and the District got nothing. He asked how much the lawsuit costed, and could this have been resolved without the legal expenses.

A motion to approve the Settlement Agreement between PSFRD and the Pinellas County Board of County Commissioners/EMS Authority, with the identified typographical corrections and additions.

**MOTION: COMMISSIONER SCHEAR SECOND: COMMISSIONER SNELLING
All in favor, motion passed unanimously.**

17-10 Interim Fire Chief

Discussion: Fire Chief D'Angelo asked the Board to approve Assistant Chief John Mortellite as Acting Fire Chief, commencing July 12, 2017, and provide him the signatory authority of the Fire Chief until a new Chief is selected. Chief D'Angelo stated that he is still the Fire Chief until August 4th, but will be on vacation during this time and there will be various financial documents requiring the Fire Chief's signature.

REMARKS FROM THE AUDIENCE:

Kelly Cisarik - [Address on file] - Mrs. Cisarik congratulated Chief Mortellite. She inquired as to how many signature authorities there were for the District. Finance Director Dave Martin stated that there were three: himself, Chief D'Angelo, and Chief Mortellite.

A motion to approve Assistant Chief John Mortellite to serve as the Interim Fire Chief.

**MOTION: COMMISSIONER MARTIN SECOND: COMMISSIONER GARDELLA
All in favor, motion passed unanimously.**

ADJOURNMENT

The meeting was adjourned at 10:44 a.m.

APPROVED:

ATTEST:


Joseph V. Bruni, Chair 8/15/17
Date Approved


Kimberly G. Fugate, Executive Assistant