

Pinellas Suncoast Fire & Rescue

Board of Fire Commissioners Meeting Agenda Packet



January 21, 2020



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**

MEETING NOTICE **THIS MEETING IS OPEN TO THE PUBLIC**

January 21, 2020

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

**LOCATION:
BELLEAIR BEACH CITY HALL
444 Causeway Blvd., Belleair Beach, FL 33786**

AGENDA

WORKSHOP MEETING

**MEETING CALLED TO ORDER
PLEDGE OF ALLEGIANCE**

ROLL CALL

ADDITIONS OR DELETIONS TO AGENDA:

EMERGENCY VEHICLE TECHNICIAN OF THE YEAR AWARD – Tom Bruno

**AMERICAN LEGION AUXILIARY CERTIFICATE OF APPRECIATION – Assistant
Chief John Mortellite**

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*

ADJOURNMENT

¹ Please see Note as to Public Input.

² Please see Note as to Public Input.

REGULAR MEETING

MEETING CALLED TO ORDER

ADDITIONS OR DELETIONS TO AGENDA:

MONTHLY BUSINESS:

1. Approval of Minutes: December 17, 2019 Workshop and Regular Meetings
2. Treasurer's Report: December, 2019
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*

19-33 Fire Chief Job Description	Fire Chief
20-01 Hold Harmless Agreement – Largo Training Grounds	Fire Chief
20-02 Proclamation for PSFRD Supporters	Fire Chief
20-03 Fee Schedules for Inspections and Non-Compliance	Fire Chief
20-04 Fire Marshal Position	Fire Chief

ADJOURNMENT

**NEXT MEETING: Workshop and Regular Meetings,
February 18, 2020 at 6:00 p.m., to be held 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.

APPROVAL OF MINUTES

December 17, 2019



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**

**MINUTES
DECEMBER 17, 2019
WORKSHOP AND REGULAR MEETINGS**

**Held at Indian Shores Municipal Building
19305 Gulf Blvd., 4th Floor, Indian Shores, FL 33785**

**WORKSHOP MEETING CALLED TO ORDER AT 6:00 p.m.
PLEDGE OF ALLEGIANCE**

ROLL CALL: Commissioners answering roll call were Chair Joe Bruni, Vice Chair Lou Snelling, Secretary/Treasurer Larry Schear, Commissioner David Gardella, and Commissioner David Ardman. A quorum was present with Chair Joe Bruni presiding. Assistant Chief John Mortellite, Attorney Jeff Albinson, and Finance Director David Martin were also present. Fire Chief Mike Burton was excused.

ADDITIONS OR DELETIONS – None.

FIREFIGHTER OF THE YEAR AWARDS – Steve Surface with the VFW presented Brandon Anderson an award for Firefighter/EMT of the Year and John Webber an award for Firefighter/Paramedic of the Year.

SERVICE PIN AWARDS – Assistant Chief John Mortellite presented District Chief Raymond Norton with a service pin for 25 years of service to the District.

GENERAL REMARKS FROM THE AUDIENCE: None.

DISCUSSION ITEMS: None.

ADJOURNMENT

The meeting was adjourned at 6:10 p.m.

REGULAR MEETING CALLED TO ORDER AT 6:10 p.m.

ADDITIONS OR DELETIONS TO AGENDA:

19-33 Fire Chief Job Description

Discussion: Commissioner Ardman stated that it was decided at the last meeting to discuss Action Item 19-33 – Fire Chief Job Description at this meeting; however, that item needs to be tabled once again until the next meeting.

19-37 Fire Chief’s Accomplishments for the Last Year

Discussion: Chair Bruni stated that he would like to discuss Fire Chief Mike Burton’s accomplishments for the last year during the Action Item portion of the meeting.

MONTHLY BUSINESS:

1. Approval of Minutes: November 19, 2019 Workshop and Regular Meetings

Discussion: None.

A motion to approve the minutes of the November 19, 2019 Workshop and Regular Meetings.

MOTION: COMMISSIONER ARDMAN

SECOND: COMMISSIONER SCHEAR

All in favor, motion passed unanimously.

2. Treasurer’s Report: November, 2019

Discussion: Secretary/Treasurer Larry Schear stated all balance sheet accounts have been reconciled as of November 30, 2019. He reported the following: Consolidated government fund assets and liabilities are \$2.4 million; the investment program in accordance with District policy is \$2.1 million; current liabilities are within normal end-of-month limits at \$89,200; the capital projects fund revenues total \$3.4 thousand; general fund revenues are in line with the adopted budget except for the CME pass-through funding that offsets overtime expenditures. The reserve ratio remains slightly ahead of GASB recommendations at 19.0%. Reserves have been depleted through the last ten years which continues to be a concern. Fiscal year general fund projection does not include the FEMA claim for Hurricane Michael expenditure refund. See detailed Financial Report for further details.

Commissioner Gardella asked Finance Director David Martin to explain why the County did not provide the \$1.2 in funding for Truck 28. Mr. Martin explained that the settlement agreement called for them to consider it for Penny for Pinellas funding in the first phase. He explained that they did consider it; however, they have chosen not to fund any apparatus during this phase. Chief Burton is working with the County to possibly move those funds to the replacement of Station 28. Mr. Martin added that there is another application process the Chief will be working with the County on to add that in the Penny for Pinellas second phase.

Commissioner Ardman stated that the financial report mentions that the Chief is revisiting the 2019/2020 Capital Plan to determine which, if any, asset purchases can be deferred to a future year and asked if there is a schedule for this. Mr. Martin explained that the Capital Plan is included as one of the attachments to the budget. He explained it was a fairly aggressive purchasing process this fiscal year with a lighter one next fiscal year; however, he explained that he was planning on using the \$1.2 million from the County to increase the District's reserves, but that funding is no longer happening. Mr. Martin stated that it has not been decided yet which type of apparatus will replace the squad, and the committee hasn't yet been formed and it can be estimated that there will be a year build-out, so that money will not be spent this year anyhow, except for potentially the down payment, so that is part of the deferral program. He added that Chief Mortellite and Chief Burton have been working on looking at other utility vehicles and what will be needed or not needed this year. He confirmed that Chief Burton will keep the Commission updated moving forward.

Commissioner Ardman inquired as to whether there is a statute of limitations for previously uncollected impact fees. Mr. Martin stated no, but the only legal avenue the District has in that situation is a lien, but that is a labor-intensive process and not worth it. He added that it only works when the cities in the District work with the department.

A motion to approve the November, 2019 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:** Commissioner Ardman stated that the Indian Rocks Beach Mayor, Cookie Kennedy, expressed her gratitude for the honorary salute that was given to former Indian Rocks Beach Mayor, Robert DiNicola, on December 9th at St. Jerome's. The involved employees were Honor Guard/Life Safety Inspectors Robert Hill and Marshall Eiss, and the Truck 28 crew of Lieutenant Todd Grantham, Firefighter/Paramedic Doug Howard, and Firefighter/EMT Jim Norberg.

Commissioner Ardman discussed that he and Chief Burton provided comments to a postcard that was produced in the mail throughout the City last week [regarding the prohibition of fireworks]. He added, in addition to the postcard, various other signs will be deployed before New Year's Eve, and the Sheriff's Office has also agreed also to step up enforcement.

Chair Joe Bruni thanked Commissioner Ardman for the information he provided on Pasco County's RFQ for station construction.

Commissioner Schear stated that Engine 27 supported Indian Shores in the tree lighting ceremony last weekend. The involved employees were Lieutenant Karpinecz, Firefighter/EMT Brandon Anderson, and Firefighter/EMT Patrick Schwab. He added that the Mayor sent letters of commendation to each of the firefighters and the Fire Chief. Commissioner Schear also mentioned that Indian Shores' boat parade will be taking place on December 22nd and he hopes the fire boat can participate.

Chair Bruni stated that he and Chief Burton met with Jim Fogarty and Craig Hare from Pinellas County Fire and EMS regarding Penny for Pinellas funding and how to go about moving forward for the

building of Station 28. He added that Chief Burton is making great strides at the County level to ensure that the District is on the right path to procure Penny money for that project.

2. ATTORNEY: No report.

3. CHIEF’S REPORT: Assistant Chief Mortellite said that Chief Burton extends his apology for not being in attendance, as he is currently in Kansas participating in a train-the-trainer seminar. He stated that Chief Burton also confirmed that the Fire Chief job description will be on the January agenda.

Assistant Chief Mortellite stated that Chief Burton is continuing to work with Indian Rocks Beach to make it a “fireworks-free” city within two years. Chief Mortellite stated that the new ladder truck was placed in service on November 23rd; it is going back to Ten-8 for a recall, but will be back by Friday.

He discussed that the Growth Management Agreement discussed at the last meeting was signed by the Board of County Commissioners on December 10th and received back by the District today. Implementation for that will begin on January 8th.

Assistant Chief Mortellite stated that he also attended the meeting with Chair Bruni and Chief Burton with Craig Hare and Jim Fogarty regarding the relocation of Station 28. He added that it was discussed to meet with a third party to do some modeling for where the new locations might be for all PSFRD stations. This is expected to be completed by the end of the calendar year.

Chief Mortellite confirmed that Fire Boat 27 was delivered and personnel is currently working on getting the equipment placed on it and getting the dock and lift taken care of. The replacement vessel for the smaller boat, Marine 27, has also been received and will be put in service in approximately one week.

Chief Mortellite reiterated that staff members participated in the tree lighting ceremony in Indian Shores. Lastly, he explained that he and Chief Burton are in the preliminary planning stages with a third-party vendor to utilize for promotional process for the ranks of lieutenant and district chief. The expected completion of that process will be in 2020.

ACTION ITEMS:

19-36 Mainland Meeting Location – St. Jerome Parrish Hall

Discussion: Assistant Chief Mortellite stated that, since St. Jerome’s was so forthcoming and accommodating regarding our initial request to utilize their Parrish Hall as a meeting location, he and the Chief would like the Board to consider keeping this as a third rotating location for Commission meetings.

A motion to add St. Jerome Parrish Hall as the third location for holding Commission meetings.

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

19-37 Fire Chief’s Accomplishments

Discussion: Chair Joe Bruni discussed that, in the last year, Chief Burton has assembled a task force to study revenue generation, and that committee came up with the idea for the referendum to increase the fee for service. He added that that referendum passed, which is why the District is in a much better position now. He continued that Chief Burton “took the bull by the horns” immediately following the Truck 28 crash and worked with Ten-8 in Wisconsin to have it returned in a timely fashion. He discussed that Chief Burton was successful in procuring a bargaining agreement with the bargaining unit that was

palatable to the board. He also reiterated from earlier that Chief Burton has worked diligently with Pinellas County Fire and EMS officials regarding Penny for Pinellas funding.

Chair Bruni stated that he would like to make a recommendation to the Board to give Chief Burton a bonus of \$10,000 to \$15,000 – \$10,000 would be 1% of the revenue generated by the referendum. He added that he has worked with the Finance Director to ensure this is possible, and stated that Chief Burton is the most experienced Fire Chief in Pinellas County.

Commissioner Gardella asked what Chief Burton’s current salary is; Dave Martin stated that the Chief started at \$129,000 two years ago, and has received one 5% increase since that time. Mr. Martin added that Chief Burton was in the middle of the bargaining process during his one-year anniversary, and felt it was an inappropriate time to discuss a salary increase, which is why it was deferred to year two. Commissioner Ardman stated that he feels \$10,000 is a fair number; Commissioner Schear agreed.

A motion to approve a \$10,000 bonus for Fire Chief Mike Burton for his hard work as the Fire Chief of the Pinellas Suncoast Fire & Rescue District.

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

Attorney Jeff Albinson stated that he wanted to ask a question to clarify – this is a one-time event, not establishing precedent that can be carried to future years or future chiefs? All commissioners agreed.

Commissioner Schear asked, on an unrelated note, if the District has formally thanked Belleair Beach for allowing the Board to use their facility. Executive Assistant Kim Fugate stated that the District has not formally thanked them. Mr. Albinson stated that a resolution or commendation could be taken up at a future meeting and that can be sent to both Belleair Beach and Indian Shores. Chair Bruni asked Assistant Chief Mortellite to discuss this with Chief Burton.

REMARKS FROM THE AUDIENCE: None.

There being no further business to come before the Board, the meeting was adjourned in due form at 6:36 p.m.

APPROVED:

ATTEST:

Joseph Bruni, Chair

Kimberly G. Fugate, Executive Assistant

Date Approved

19-33

Fire Chief

Job Description

JOB DESCRIPTION: FIRE CHIEF	PINELLAS SUNCOAST FIRE & RESCUE DISTRICT
Revised From: 11/30/2010	
Effective Date: 1/21/2020	Total Pages: 7
Authorization:	Michael Burton, Fire Chief



PINELLAS SUNCOAST FIRE & RESCUE DISTRICT

JOB DESCRIPTION

JOB TITLE: FIRE CHIEF

GENERAL STATEMENT OF JOB

Manages, supervises, plans, and directs the activities of the Fire Rescue District in accordance with all District, County, and State safety codes and emergency policies in order to ensure adequate firefighting services, fire prevention, and emergency medical services for residents of the District. Reviews work of subordinates for completeness and accuracy. Works under stressful, high risk conditions. Reports to the Fire Commission.

SPECIFIC DUTIES AND RESPONSIBILITIES

ESSENTIAL JOB FUNCTIONS

Manages the operation of the Fire Rescue District; hires and/or promotes candidates for positions within the department, directs and supervises duties of assigned staff; reviews job performance, and administers disciplinary action. Serves as a Fire Commission’s representative in the negotiation of labor contracts. Administers agreements resulting from collective bargaining on behalf of the District.

Reviews the work of subordinates for completeness and accuracy; offers advice and assistance as needed. Responds to and resolves employee problems; initiates or recommends disciplinary action as appropriate.

Directs training of personnel the efficiency and effectiveness of fire rescue operations including fire suppression, EMS, fire prevention, community programs, and administration.

Evaluates fire prevention and fire control policies by keeping abreast of new methods and conducting studies of departmental operations. Administers laws and regulations affecting department. Sets standard response protocol. Assesses and prepares programs for implementation and sets departmental policies, procedures, and practices.

Supervises the operation and maintenance of fire stations and equipment.

Establishes policies, procedures, and rules/regulations.

Assumes personal command at incidents, including multiple-alarm fires or unusual emergencies; performs duties of firefighter as necessary.

Serves as Emergency Manager for the District while operating the Emergency Operations Center, using the concept of Unified Command.

Coordinates mutual aid and automatic aid plans with surrounding municipalities/districts. Surveys buildings, grounds, and equipment to estimate the needs of the department and prepares departmental budget. Purchases or approves the purchase of new equipment as needed.

Meets with officials and community groups and conducts public relations campaigns to present need for changes in laws and policies and to encourage fire prevention.

Investigates causes of fires and inspects buildings for fire hazards. Conducts building and site plan reviews.

Reports to the Fire Commission, or District's Attorney, on all matters of concern and/or problems that may require their attention.

Responsible for various perfunctory duties such as conducting staff meetings, attending seminars, preparing and monitoring budget, and reviewing and approving purchase requisitions and orders.

Interacts with a variety of groups and individuals in performance of job duties: Residents, employees, members of the Fire Commission, vendors, doctors, fire chiefs in other municipalities, elected officials, union officials, business owners, the District's attorney, labor attorneys, etc.

Receives, reviews, prepares and/or submits a variety of documents and reports such as personnel forms, accident/injury reports, technical reports, emergency plans, budget reports, purchase requisitions, summary reports, grant applications, diagrams, operating guidelines, etc.

ADDITIONAL JOB FUNCTIONS

Assigns workloads and establishes work schedules.

Performs related duties as required.

MINIMUM TRAINING AND EXPERIENCE

- Eight years of progressively responsible experience in managing fire control/emergency medical services, or an equivalent combination of training and experience that provides the required knowledge, skills, and abilities, with at least five years of experience as a chief officer in a career department.
- Experience leading a full service Fire/Rescue system at the assistant chief/deputy chief level, completion of the Executive Fire Officer Program, and a Master's Degree are all desired.
- Possess and maintain a Florida Driver's License.
- Must have, or be able to obtain, a Florida Firefighters Certification.
- Must possess an Associate's Degree or higher, from an accredited institution as determined by the United States Department of Education, in Fire Science, Emergency Medical Services, Emergency Management, Homeland Security, or other related field as determined by the Chair of the Fire Commission.
- Effective January 1, 2022, must possess a Bachelor's Degree or higher, from an accredited institution as determined by the United States Department of Education, in Fire Science, Emergency Medical Services, Emergency Management, Homeland Security, or other related field as determined by the Chair of the Fire Commission.
- Successful completion of ICS 300 - Intermediate ICS for Expanding Incidents.
- Successful completion of ICS 400 – Advanced ICS for General and Command Staff.
- Obtain and maintain a designation as a Chief Fire Officer, Chief Emergency Medical Services Officer, Chief Training Officer, or Fire Marshal by the Center for Public Safety Excellence within 24 months of appointment.

MINIMUM QUALIFICATIONS OR STANDARDS REQUIRED TO PERFORM ESSENTIAL JOB FUNCTIONS

Physical Requirements: Must be physically able to operate a variety of machines and equipment including computers, Hurst tools, fire engines and other emergency vehicles, air packs, chain saws, circular saws, air bags, firefighting tools, extension ladders, etc. Must be able to exert up to twenty pounds of force occasionally. Must be able to drag up to 160 pounds, and/or up to 50 pounds of force frequently, and/or a negligible amount of force constantly to move objects. Physical demand requirements are in those for Medium to Heavy Work.

Data Conception: Requires the ability to compare and/or judge the readily observable functional, structural, or compositional characteristics (whether similar to or divergent from obvious standards) of data, people, or things.

Interpersonal Communications: Requires the ability to communicate with people in order to convey or exchange information. Includes giving assignments and/or directions to co-workers, counseling and teaching employees.

Language Ability: Requires the ability to read a variety of building and safety codes, technical reports and manuals, professional journals, procedures manuals, computer manuals, blueprints, budget reports, contracts and a variety of reports, logs and forms. Requires the ability to prepare reports, logs, forms,

proposals, and correspondence with proper format, punctuation, spelling, and grammar, using all parts of speech. Requires the ability to communicate with and before others with poise, tact, voice control, and confidence.

Intelligence: Requires the ability to learn and understand complex principles and techniques; to make independent judgments in absence of supervision and in highly critical or dangerous situations; to acquire knowledge of topics related to primary occupation. Must have the ability to comprehend and interpret received information and to make quick decisions based on received information. Requires the ability to apply principles of logical or scientific thinking to define and analyze emergency situations and respond appropriately; to apply influence systems in department supervision; to interpret an extensive variety of technical instructions.

Verbal Aptitude: Requires the ability to record and deliver information, to explain procedures, to follow verbal and written instructions, to give directions clearly and calmly in emergency situations.

Numerical Aptitude: Requires the ability to add and subtract totals, multiply and divide, use decimals and percentages.

Form/Spatial Aptitude: Requires the ability to inspect items for proper length, width and shape, and visually read various information. Requires clarity of vision at 20 feet or more and at 20 inches or less, as well as excellent depth perception.

Motor Coordination: Requires the ability to coordinate hands, feet, and eyes using emergency equipment; to operate emergency and personal motor vehicles.

Manual Dexterity: Requires the ability to perform a variety of manual activities.

Color Discrimination: Requires the ability to differentiate colors and shades of color.

Interpersonal Temperament: Requires the ability to deal with people beyond giving and receiving instructions. Must be adaptable to performing under stress when confronted with emergency, unusual or dangerous situations, or in situations in which working speed and sustained attention are make or break aspects of the job. The individual may be subject to danger or risk to a significant degree, and to tension as a regular, consistent part of the job.

Physical Communications: Requires the ability to talk and/or hear (talking: expressing or exchanging ideas by means of spoken words; hearing: perceiving nature of sounds by ear).

PERFORMANCE INDICATORS

Knowledge of Job: Has thorough knowledge of the methods, procedures, and policies of the District. Has thorough knowledge of the organization of the Department and of related departments and agencies. Has thorough knowledge of fire and public safety codes and emergency procedures. Has thorough knowledge of the methods used in fire control and emergency management. Is able to control the activities of the department through effective management of employees. Is able to perform employee evaluations and to make recommendations based on results. Is able to apply supervisory and managerial concepts and principles. Is able to effectively train personnel. Has considerable knowledge of the

functions and interrelationships of the District and other governmental agencies. Is able to plan, organize, and direct a fire control and prevention staff. Is able to maintain effective relationships with personnel of other departments, residents, members of the Fire Commission, vendors, doctors, fire chiefs in other municipalities, union officials, business owners, attorneys, labor attorneys, etc. through contact and cooperation. Is able to react calmly and quickly in emergency situations. Is able to make effective public presentations. Has the ability to offer instruction and advice to subordinates regarding departmental policies, methods, and regulations. Has skill in the use of emergency equipment, fire engines, first aid supplies, and computers. Is able to compile, organize, and utilize various financial information necessary in the preparation of the departmental budget, and is able to prepare and monitor the budget. Is able to ensure departmental compliance with all laws and regulations through effective supervision.

Quality of Work: Maintains high standards of accuracy in exercising duties and responsibilities. Exercises immediate remedial action to correct any quality deficiencies that occur in areas of responsibility. Maintains high quality communication and interaction with all other governmental units, co-workers, and the public.

Quantity of Work: Performs described "Specific Duties and Responsibilities" and related assignments efficiently and effectively in order to produce quantity of work which consistently meets standards and expectations of the District.

Dependability: Assumes responsibility for completing assigned work. Completes assigned work within deadlines in accordance with directives, policy, standards, and prescribed procedures. Remains accountable to assigned responsibilities in the technical, human, and conceptual areas.

Attendance: Attends and remains at work regularly and adheres to policies and procedures regarding absences and tardiness.

Initiative and Enthusiasm: Maintains an enthusiastic, self-reliant, and self-starting approach to meet job responsibilities and accountabilities. Strives to anticipate work to be done and initiates proper and acceptable direction for the completion of work with a minimum of supervision and instruction.

Judgment: Exercises analytical judgment in areas of responsibility. Identifies problems or situations as they occur and specifies decision objectives. Identifies or assists in identifying alternative solutions to problems or situations. Implements decisions in accordance with prescribed and effective policies and procedures and with a minimum of errors. Seeks expert or experienced advice where appropriate and researches problems, situations, and alternatives before exercising judgment. Makes decisions and performs job functions with sensitivity to political and public relations issues, concerns, and expectations.

Cooperation: Cooperates with other management personnel in establishing the direction of the department and strives to meet the goals and objectives of same. Questions such instruction and direction when clarification of results or consequences are justified, i.e., poor communications, variance with policy or procedures, etc. Offers suggestions and recommendations to encourage and improve cooperation between all staff persons.

Relationships with Others: Shares knowledge with other managers, supervisors, and staff for mutual and District benefit. Contributes to maintaining high morale among all employees. Develops and

maintains cooperative and courteous relationships with department employees, staffers, and managers in other departments, representatives from organizations, and the public so as to maintain good will toward the District and to project a good District image. Tactfully and effectively handles requests, suggestions, and complaints from other departments and persons in order to maintain good will within the District. Emphasizes the importance of maintaining a positive image within the District. Interacts effectively with governing bodies, professionals, and the public.

Coordination of Work: Plans and organizes daily work routine. Establishes priorities for the completion of work in accordance with sound time-management methodology. Avoids duplication of effort. Estimates expected time for completion of elements of work and establishes a personal schedule accordingly. Attends required meetings, planning sessions, and discussions on time. Implements work activity in accordance with priorities and estimated schedules.

Safety and Housekeeping: Adheres to all safety and housekeeping standards established by the District and various regulatory agencies. Sees that the standards are not violated. Maintains a clean and orderly workplace.

Planning: Plans, directs, and uses information effectively in order to enhance activities and production of the department. Knows and understands the expectations of the District regarding the activities of the department and works to see that these expectations are met. Designs and formulates ways, means, and timing to achieve the goals and objectives of the department and the District. Within constraints of District policy, formulates appropriate strategy and tactics for achieving departmental and District objectives. Effectively and efficiently organizes, arranges, and allocates manpower, financial, and other designated resources to achieve the goals and objectives of the department and the District.

Organizing: Organizes own work and that of subordinate staff well. Ensures that staff members know what results are expected of them and that they are regularly and appropriately informed of all District and department matters affecting them and/or of concern to them.

Staffing: Works with others to select and recommend employment of personnel for the department who are qualified both technically and philosophically to meet the needs of the department and the District. Personally directs the development and training of department personnel ensuring that they are properly inducted, oriented, and trained.

Leading: Provides a work environment which encourages clear and open communications. Has a clear and comprehensive understanding of the principles of effective leadership and how such principles are to be applied. Provides adequate feedback to staff so they know whether their performance levels are satisfactory. Commends and rewards employees for outstanding performance yet does not hesitate to take disciplinary action when necessary. Exercises enthusiasm in influencing and guiding others toward the achievement of District goals and objectives.

Controlling: Provides a work environment which is orderly and controlled. Coordinates, audits, and controls staffing and financial resources efficiently and effectively. Coordinates, audits, and controls the utilization of materials and equipment efficiently and effectively. Has a clear and comprehensive understanding of District's standards, methods, and procedures.

Delegating: Assigns duties to staff as necessary and/or appropriate to meet department goals, enhance staff abilities, build confidence on the job, and assists staff members in personal growth. Has confidence in staff to meet new or additional expectations.

Decision Making: Uses discretion and judgment in developing and implementing courses of action affecting the department. When a particular policy, procedure, or strategy does not foster the desired result, moves decisively and explicitly to develop and implement alternatives.

Creativity: Regularly seeks new and improved methodologies, policies, and procedures for enhancing the effectiveness of department and District. Employs imagination and creativity in the application of duties and responsibilities. Is not adverse to change.

Human Relations: Strives to develop and maintain good rapport with all staff members. Listens to and considers their suggestions and complaints and responds appropriately. Maintains the respect and loyalty of staff.

Policy Implementation: Has a clear and comprehensive understanding of District policies regarding the department and District function. Adheres to those policies in the discharge of duties and responsibilities and ensures the same from subordinate staff.

Policy Formulation: Keeps abreast of changes in operating philosophies and policies of the District and continually reviews department policies to ensure that any changes in District philosophy or practice are appropriately incorporated. Also understands the relationship between operating policies and practices and department morale and performance. Works to see that established policies enhance same.

Certification:

I certify that I have read the above job description, understand the essential job functions, minimum qualifications and performance indicators. I also certify that to the best of my knowledge, I am able to perform the essential job functions with or without accommodation, possess the minimum qualifications and can meet the minimum requirements of the performance indicators.

Applicant

Date

20-01

Hold Harmless Agreement

Largo Training Grounds

**HOLD HARMLESS AND INDEMNIFICATION AGREEMENT
FOR USE OF CITY OF LARGO TRAINING FACILITY AND PUMP TEST SITE**

THIS HOLD HARMLESS AND INDEMNIFICATION AGREEMENT ("Agreement") is made and entered into on this ____ day of _____, 2020 by and between the CITY OF LARGO, FLORIDA (hereinafter the "City") and _____, (hereinafter the "User" which term shall include, if applicable, the User's officers, agents and employees).

WHEREAS, the City owns and operates the Public Works Facility located at 1000 - 2nd Street SE in Largo, Florida which includes an area utilized by various departments and outside agencies for training purposes and to test fire pump equipment (the "Training Site"); and

WHEREAS, the Training Site is available for temporary use to conduct training, pump testing and other related activities during such dates and times as is mutually agreeable to the City and the User; and

WHEREAS, the User desires to use the Training Site for the purposes of Fire training and pump testing (where applicable).

NOW, THEREFORE, the parties agree as follows:

1. RECITALS. The above recitals are true and correct and incorporated herein.
2. TRAINING SITE DESCRIPTION. The Training Site is located on a portion of the City of Largo Public Works Facility premises and is more particularly described as follows:

Lake Largo Hammock Sub No. 1 NW ¼, Lot 24; Parcel ID# 02/30/15/47952/200/2400 and

Lake Largo Hammock Sub No. 2 NE ¼, Lot 25; Parcel ID# 03/30/15/47970/100/2500

It is expressly understood and agreed that User shall have access only to this portion of the City Public Works premises when conducting fire training. **User shall enter and exit the Training Site only through the rear gate of the Public Works property located off of 16th Street SW except as otherwise provided herein for pump testing only.**

3. TERM/USE OF TRAINING SITE. The Training Site, its appurtenances and fixtures, may be temporarily occupied and used by the User to conduct the aforementioned training and other related activities on the following agreed upon dates and times: period beginning and ending as identified on the attached Exhibit "A".

The use of any City equipment/fixtures located at the Training Site is allowed only upon permission from the City and at the City's sole discretion. City agrees to allow User access to and use of the following equipment/fixtures located at the Training Site: Fire training tower and grounds. Pump test facilities may be used upon approval from the City and when scheduled in accordance with Section 5 below.

4. CONDITION OF TRAINING SITE. The User agrees to maintain the Training Site in a clean and useable condition and will be responsible for all reasonable, necessary and/or appropriate clean up after each use by the User. If the premises is not returned to a clean, useable condition (ordinary wear and tear excepted), as determined in the sole discretion of the City, the City reserves the right to repair, cleanup, and restore the Training Site and the full cost of said repair, cleanup and/or restoration shall be paid by the User to the City within ten (10) days of receipt of an invoice from the City.
5. PUMP TESTING ACCESS AND USE. User may obtain access to the pump test facility during the term of this Agreement upon approval from the City and subject to the following additional conditions:
 - a) User may enter and exit the City's Public Works property for access to the pump testing equipment via the 1000 2nd St SE, Largo, FL 3377 entrance. **Access via this entrance is for**

use of the pump testing equipment only. User shall enter/exit the Public Works property for training and access to other portions of the Training Site through the rear gate of the property located off of 16th Street SW.

b) User shall be responsible to coordinate with third party vendors for pump testing as applicable. User shall also be responsible to coordinate with the City to schedule access to and use of the pump test equipment by contacting Rosalind Fortino at (727) 587-6718 no less than 72 business hours prior to User's anticipated arrival to the Public Works property. The City will make reasonable effort to accommodate User's request for access to the pump test equipment on a particular date/time, however the City reserves the right to reject User's request for use of the pump test equipment at a specific time/date in its sole discretion.

6. INDEMNITY/HOLD HARMLESS.

(a) If User is a municipal, county, state or federal governmental entity, User agrees as follows:

To the extent permitted by section 768.28, Florida Statutes or the Federal Tort Claims Act, 28 U.S.C. 2671, *et seq* the User does hereby assume all risks and hazards incidental to use and occupation of the Training Site and participation in activities and use of equipment and facilities of the City and does hereby agree to waive, release, absolve, defend and hold harmless the City, its commissioners, mayor, officers, employees, agents and attorneys of, from and against all liability and expense, including reasonable attorney's fees, in connection with any and all claims, demands, damages, actions, causes of action, and suits in equity of whatever kind or nature, including claims for personal injury, property damage, equitable relief, or loss of use, arising directly or indirectly out of or in connection with any negligent and/or deliberate act or omission of the User, its officers, employees, agents and representatives. User's liability hereunder shall include all attorney's fees and costs incurred by the City in the enforcement of this indemnification provision. This indemnification includes claims made by the employees of the User against the City and the User hereby waives its entitlement, if any, to immunity under Section 440.11, Florida Statutes. The obligations contained in this provision shall not be limited by the amount of any insurance required to be obtained or maintained under this Agreement. This provision shall survive the termination of this Agreement and User's use of the Training Site and the City's equipment and facilities.

(b) If User is a private entity, User agrees as follows with respect to its use and occupancy of the Training Site:

The parties recognize that the User is an independent contractor. User assumes all risks and hazards incidental to User's use and occupation of the Training Site and participation in activities and use of equipment and facilities of the City and does hereby agree to waive, release, absolve, indemnify, defend and hold harmless the City, its commissioners, mayor, officers, employees, agents and attorneys of, from and against all liability and expense, including reasonable attorney's fees, in connection with any and all claims, demands, damages, actions, causes of action, and suits in equity of whatever kind or nature, including claims for personal injury, property damage, equitable relief, or loss of use, arising out of User's use and occupation of the Training Site and the User's use of the equipment and facilities of the City. User's liability hereunder shall include all attorney's fees and costs incurred by the City in the enforcement of this indemnification provision. This indemnification includes claims made by the employees of the User against the City and the User hereby waives its entitlement, if any, to immunity under Section 440.11, Florida

Statutes. The obligations contained in this provision shall not be limited by the amount of any insurance required to be obtained or maintained under this Agreement. This provision shall survive the termination of this Agreement and User's use of the Training Site and the City's equipment and facilities.

(c) Nothing contained in the foregoing indemnifications shall be construed to be a waiver of any immunity or limitation of liability the City or User may be entitled to under the doctrine of sovereign immunity or Section 768.28, Florida Statutes.

(d) User agrees to repair or replace any damage to any real or personal property of the City caused by the actions or omissions of the User, its officers, officials, employees, agents and participants in the training held at the Training Site.

7. THIRD PARTIES. User is not permitted to introduce, invite, or allow any third party onto the Public Works property, including but not limited to the Training Site. In the event User does, in fact, invite a third party or utilizes the services of a third party for training purposes, User agrees to indemnify and hold harmless the City from any damage or claims which may result from the acts or omissions of the third party, and said obligation to indemnify and hold harmless shall be subject to the terms of Section 6 above. The City reserves the right to deny access to any third party in its sole discretion.

8. ASSUMPTION OF THE RISK. Participation in the training and use of the Training Site contemplated by this Agreement may carry certain inherent risks or dangers of which a reasonably prudent person should be aware. To that extent, User acknowledges and agrees and hereby assumes the risks associated with the training activities contemplated herein and the use of said Training Site.

9. TERMINATION. This Agreement shall remain in full force and effect until terminated by any party hereto. This Agreement may be terminated immediately, without cause, by a party hereto upon giving written notice thereof to the other party.

10. REGULATION COMPLIANCE. During the performance of this Agreement, User agrees to abide by any and all administrative, operational, and safety rules and regulations established by the City, its agents and/or employees during the use and occupation of the Training Site by the User. Any breach of any rule or regulation established by the City shall result in an immediate termination of the use of the Training Site and, in the City's sole discretion, termination of this Agreement.

11. COUNTERPARTS. This Agreement may be executed in any number of counterparts, each of which when executed and delivered shall constitute a duplicate original, but all counterparts together shall constitute a single Agreement.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year first above written.

"USER"

*By: _____

Title: _____

WITNESSES:

Signature – Witness #1

Print/Type Name – Witness #1

Signature – Witness #2

Print/Type Name – Witness #2

*The individual executing this Agreement on behalf of the User affirms they are authorized to do so thereby binding the User to all terms and conditions herein contained.

CITY OF LARGO, FLORIDA

Henry Schubert, City Manager

ATTEST:

City Clerk

REVIEWED AND APPROVED:

Assistant City Attorney

20-02

**Proclamation for PSFRD
Supporters**

(backup documentation forthcoming)