

Pinellas Suncoast Fire & Rescue District Board of Fire Commissioners



February 25, 2025



Pinellas Suncoast Fire & Rescue

304 FIRST STREET
INDIAN ROCKS BEACH, FLORIDA 33785-2587

(727) 595-1117 FAX: (727) 250-0111
www.psfrd.org

FIRE CHIEF
JEFFREY DAVIDSON

MEETING NOTICE THIS MEETING IS OPEN TO THE PUBLIC

February 25, 2025

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

LOCATION:
Belleair Beach Community Center
444 Causeway Boulevard
Belleair Beach, FL 33786

AGENDA

WORKSHOP

WORKSHOP CALLED TO ORDER
PLEDGE OF ALLEGIANCE

ROLL CALL

ADDITIONS OR DELETIONS TO AGENDA:

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*

25-12 Recognition of Former Fire Commissioners
Lawrence Schear and Louis Snelling

Fire Chief

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: January 21, 2025 Workshop and Regular Meeting
February 4, 2025 Special Meeting
February 11, 2025 Special Meeting
2. Treasurer's Report: January, 2025
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. UNION
 2. COMMISSION
 3. ATTORNEY
 4. 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*

- | | |
|---|--------------------------|
| 25-13 Grievance #G-2025-01
Step 4 Consideration by the Board of Fire Commissioners | Attorney Gonzalez |
| 25-14 Performance Improvement Plan | Attorney Albinson |
| 25-15 Gift Cards | Attorney Albinson |
| 25-16 Approval of the preliminary design, price, and terms of a final agreement, with Fortress Secured, LLC for fire station 28
RESOLUTION 2025-01 | Fire Chief |
| 25-17 Authorization of \$5M Loan for Fire Station 28 Construction
RESOLUTION 2025-02 | Finance Director |

³ Please see Note as to Public Input.

⁴ Please see Note as to Public Input.

25-18 Public Facilities Annual Notice of Change	Fire Chief
25-01 Fire Chief Hiring Process	Chair
25-05 Milton Collins, Esq. – Investigation Legal Fees	Finance Director
25-11 Discussion of Interim Fire Chief	Chair

ADJOURNMENT

**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 ensure 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.

MINUTES

January 21, 2025 Workshop & Regular Meeting

February 4, 2025 Special Meeting

February 11, 2025 Special Meeting



Pinellas Suncoast Fire & Rescue

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**FIRE CHIEF
JEFFREY DAVIDSON**

**MINUTES
JANUARY 21, 2025
WORKSHOP AND REGULAR MEETING**

**Belleair Beach Community Center
444 Causeway Boulevard
Belleair Beach, FL 33786**

**WORKSHOP CALLED TO ORDER
PLEDGE OF ALLEGIANCE**

ROLL CALL: Commissioners answering roll call were Chair Elizabeth “Betsey” McKenna, Secretary/Treasurer Heather Fleming-Koskinas, Commissioner David Gardella, and Commissioner Jacob Knighton. Attorney Jeff Albinson, Fire Chief Jeffrey Davidson, Finance Director Erin Brooks, Assistant Chief David Karpinecz, Division Chief Louis Stoneburg, and Division Chief Chip Bodine were also present. Vice Chair Mark Bolling was excused. A quorum was present with Chair McKenna presiding.

ADDITIONS OR DELETIONS: None.

GENERAL REMARKS FROM THE AUDIENCE:

DISCUSSION ITEMS: None.

ADJOURNMENT at 6:04 p.m.

REGULAR MEETING CALLED TO ORDER

ADDITIONS OR DELETIONS TO AGENDA:

25-08 Special Meeting – Fortress Secured Final Agreement – DELETE

MONTHLY BUSINESS:

1. Approval of Minutes: December 19, 2024 Budget, Special, and Regular Meetings
January 2, 2025 Special Meeting

Discussion: None.

A motion to approve the minutes of the December 19, 2024, Special, Workshop, and Regular Meetings and the January 2, 2025 Special Meeting.

MOTION: COMMISSIONER KNIGHTON SECOND: COMMISSIONER KOSKINAS

MOTION PASSED; carried unanimously

2. Treasurer's Report: December, 2024

Discussion: Secretary/Treasurer Koskinas read the Treasurer's Report for the period ending December 31, 2024. She stated that the investment program is in accordance with policy at \$14 million held in interest earning accounts, \$3 million of which is restricted for Station 28, and \$268,000 in non-interest checking. General fund: Budgeted revenues for ad valorem tax, fire assessments, and EMS funding are being received according to schedule. Fiscal year to date fire prevention revenue totals \$6,000 and investment interest totals \$111,000. Most funds are held in Florida Safe, currently earning 4.67% interest. Major fiscal year expense totals for personnel services – compensation and benefits – are currently projected within budget. A budget amendment will be required for hurricane-related operating expenses and reimbursements once those amounts are known. The District has three hurricane claims in process with FEMA. The total requested reimbursement for Debby (DR4806) is \$120,000 for overtime, equipment usage, and materials. Claims for Helene (DR4828) and Milton (DR4834) will involve those same categories plus damages to facilities and equipment not covered by insurance that are in the process of calculation. Insurance receipts to date total \$206,000; \$26,000 for replacement PS-900 and \$180,000 for storm-related damages. Capital Projects Fund: Fiscal year-to-date impact fee receipts total \$12,600 and capital expenditures total \$257,000, representing two scheduled apparatus lease payments and the purchase of replacement PS-900. A budget amendment for Staton 28 construction will be required once known.

A motion to approve the December, 2024 Treasurer's Report.

MOTION: COMMISSIONER KNIGHTON SECOND: COMMISSIONER GARDELLA

MOTION PASSED; carried unanimously

3. Correspondence: Secretary/Treasurer Heather Fleming-Koskinas read a letter from C. Artemio Gomez Rosas, Director of Civil Protection and H. Fire Department, thanking PSFRD for the donation of personal protective equipment.

GENERAL REMARKS FROM THE AUDIENCE:

REPORTS:

1. UNION: Union President Greg Hott stated that the Union has placed an order for new shirts that were damaged during the storm. He stated that the Union has also had a booth in conjunction with the District at the Crabby Bills Saturday market that will take place each month.

President Hott stated there is a pending grievance on the lieutenant promotional process that took place yesterday. President Hott recognized Fire Prevention Officer Robert Hill for his hard work during the hurricanes. He added that they also have a commendation for Fire Prevention Officer Stacie Schwab but would like to present it to her when she is in attendance.

2. COMMISSION: Commissioner Koskinas stated that she is in the process of negotiating with BluSky who submitted a \$90,000 invoice for the remediation efforts at Station 27.

Commissioner Knighton stated that the promotional process that took place yesterday was on a federal holiday, and he has some concerns about that process. Attorney Albinson stated that, since there is an open grievance process on this matter, Commissioner Knighton may not want to discuss it at this time. Commissioner Koskinas stated she is not aware of what is being referenced; Commissioner Knighton explained there was a promotional process scheduled for last September which was postponed and rescheduled for yesterday and stated that he has some questions about it but will wait for the grievance process to proceed before discussing.

2. ATTORNEY: None.

3. CHIEF'S REPORT: Fire Chief Davidson stated that a District-wide need for a training chief was identified last year. He explained that there were two well-qualified applicants for the position of Division Chief of Training and Chief Bodine was promoted to that position yesterday.

Chief Davidson stated that lieutenant testing was completed yesterday, and one candidate was promoted today and the other candidate is in process. He explained that the process was scheduled to take place during the week of September 25th and postponed due to hurricanes and that testing was resumed and occurred yesterday.

Chief Davidson congratulated Firefighter Jim Norberg on his upcoming retirement after 40 years in the fire service. He stated that his last date is February 13, 2025.

Chief Davidson stated that a job advertisement for Firefighter EMT and Firefighter Paramedic are in process for one current and one upcoming vacancy.

The Chief explained that the District is in the last phase of the due diligence process for the purchase of the property for the new fire station. He stated that a Phase One study needs to be ordered on the land and no issues are expected.

Chief Davidson stated that, regarding Station 28 construction, as soon financing is complete, the project will move forward. He added that the 60% design phase has been surpassed and explained the next steps in the process, and, depending on the permitting process, it should be approximately three to five months to break ground.

He explained that the transport rescue was originally scheduled for November but has been pushed back, and the last update is that it will be at Ten-8 in Bradenton at the end of February for equipment installation. He stated that the District will receive a \$350,000 reimbursement from Pinellas County for this vehicle.

Commissioner Gardella asked what the expiration date of the current due diligence is for the station property. Chief Davidson stated that it was extended into March and added that he will have the Phase One study ordered this week.

GENERAL REMARKS FROM THE AUDIENCE: None.

ACTION ITEMS:

22-04 Generator Grant

Discussion: Chief Davidson stated that this grant was in process before he was hired and that District Chief Todd Best has been handling it the entire time. District Chief Todd Best stated that the document provided in a general construction agreement with Indian Rocks Baptist Church, DFS Electrical Services, and PSFRD. Chief Best gave an overview and timeline of the grant. This contract is the execution of the Invitation to Bid and outlines the scope of work, cost, and the church's responsibilities for providing access to the facility. Chief Best explained that the State pays 75% of the project and the church will pay the 25% match. Chief Best explained that, during the last few storms, it was recognized there is a significant need for having an offsite location to stage federal and state resources and have a generated power system at this EOC until the District has its own stand-alone EOC built. He stated that permitting is in process and the project is at the 33% phase of completion. He added that it benefits Sunstar as well as they also use that building as a remote site. Commissioner Gardella asked if the new EOC will have a whole-building generator, to which Chief Davidson confirmed it will. Finance Director Brooks asked Chief Best if this is a reimbursable grant, which Chief Best confirmed it is; Director Brooks stated that there will be a budget amendment to recognize the expenses and the income, but it will ultimately be net zero. Some additional discussion ensued.

A motion to enter into the agreement in regard to Item #22-04.

MOTION: COMMISSIONER KNIGHTON SECOND: COMMISSIONER KOSKINAS

MOTION PASSED; carried unanimously

25-01 Fire Chief Hiring Process

Discussion: Chair McKenna stated that 18 total applications were received for the Fire Chief vacancy. Attorney Albinson provided a summary of the job announcement and responsibilities of the committee which performed an initial review of the applications. Discussion ensued regarding the applicants and how to move forward with the process in accordance with the Sunshine Law. Attorney Albinson stated that he consulted with Attorney Laura Jacobs Donaldson and has come up with a document to use as an overall guideline for how to hire the new Fire Chief. Attorney Albinson said that his suggestion is to hold two meetings between now and the Regular Meeting in February – the first to discuss all the applicants and the concept of putting together and additional questionnaire, and the second for each Commissioner to rank their top candidates and determine which candidates to invite to interview. Discussion ensued regarding potential meeting dates.

A motion to hold special meetings on February 4th and February 11th, the first of which to establish the process in which to evaluate and rank the applicants and the second meeting to rank and evaluate the applicants.

MOTION: COMMISSIONER KOSKINAS SECOND: COMMISSIONER KNIGHTON

PUBLIC COMMENT:

Mike Burton – Former Chief Burton congratulated Firefighter Norberg on his retirement, and commended District Chief Best for his work on the generator project. Chief Burton urged the Commission to be curious as they move forward in the process, why the Fire Chief has an unmarked vehicle, why it is such a high-end vehicle, why meetings now require law enforcement officers, why meeting locations have dwindled, why the organization is growing at such a fast pace, and why a Fire Chief would challenge and confront audience members. He continued to ask them to be curious about a promotional process being held on a federal holiday and why promotional standards have been changed and urged the Commission to not take the bait and extend the current Fire Chief's time here as the risk increases the longer this chaos goes on.

Kelly Cisarik – Ms. Cisarik stated the Commission should be looking for someone with business management background and understands the upcoming construction projects, as well as financing and grants. She explained that it should be someone who understands conflict resolution and added that she sent an email to the Commission about this today, as there is a culture that will not change instantly with the hiring of a new Fire Chief and training is needed for both management and line firefighters.

MOTION PASSED; carried unanimously

25-02 Fire Marshal Appointment

Discussion: Chief Davidson explained that the Charter requires the District to have a Fire Marshal, and that he has held that position since he was hired. He stated that, in the event the new Fire Chief is not qualified to be the Fire Marshal, he would like to appoint Fire Prevention Officer II Robert Hill as the Interim Fire Marshal, and then a permanent decision can be made by the next Fire Chief. Chief Davidson added that Officer Hill has an impressive resume and is very personable and he believes he could be the next Fire Marshal. Chief Davidson confirmed this is a title change only and has no effect on the budget.

A motion to appoint Fire Prevention Officer II Robert Hill as the Interim Fire Marshal.

MOTION: COMMISSIONER KNIGHTON SECOND: COMMISSIONER KOSKINAS

MOTION PASSED; carried unanimously

25-03 Truist Term Sheet for Station 28 Funding

Discussion: Finance Director Erin Brooks stated that the term sheet from Truist Bank is a very close match to the Synovus Bank term sheet that was previously approved. She explained that this approves up to \$5 million and 4.59% interest for 15 years, with the first interest payment being August 1, 2025, and the first annual principal payment being February 1, 2026. She continued the key differences from the Synovus term sheet is that there is a pre-payment penalty, but the District also does not have to switch its banking relationship. Director Brooks stated that the rate is locked in until the end of February, and Truist would fund the entire amount into an interest-earning escrow account, and payments would be made from that account. She mentioned that this has been

discussed with all of the lawyers, as well as their tax counsel, and she has confirmed with them that the District will need to use the \$3 million from Pinellas County first, and will begin drawing down from the escrow account at month six or seven.

Commissioner Gardella asked if this means that the District will be paying interest on the entire \$5 million; Director Brooks confirmed that is accurate, but that interest will be offset by the interest earned in the escrow account. Discussion ensued on what is allowable regarding earning interest. Commissioner Gardella asked if this was the same term offered by Synovus; Director Brooks confirmed it was. Commissioner Gardella expressed concerns with paying interest on funds the District will not need for at least six months and stated that he has never heard of that with a construction loan. Director Brooks explained that the municipal, tax-free nature of this loan is different from a conventional construction loan. Commissioner Gardella asked if the funds could instead be deposited into the District's money market account; Director Brooks stated that she can have further discussions with Truist about the rate they can offer and if utilizing our money market account is allowable. Discussion ensued regarding the timing constraints with securing funding and entering into the final agreement with Fortress Secured.

Commissioner Gardella asked if Truist provided a cost estimate for the loan, other than for legal counsel. Director Brooks stated that there is \$20,000 for bond counsel and no other items were separately stated, but she can inquire about that. Commissioner Gardella asked if the District is required to pay for the counsel even though Truist has made the decision on who to use. Director Brooks stated that the option was to have the District's counsel write the bond documents, or have their counsel write the documents and have the District review them with Attorney Laura Jacobs Donaldson. Attorney Albinson stated that Attorney Donaldson determined it would be financial advantageous to the District to pay the \$20,000 to Truist as opposed to paying her firm.

A motion to approve the term sheet submitted by Truist dated January 17, 2025.

MOTION: COMMISSIONER KNIGHTON SECOND: COMMISSIONER KOSKINAS

PUBLIC COMMENT:

Kelly Cisarik – Ms. Cisarik inquired as to what the bond term sheet is and asked if the District is being encumbered by issuing bonds as part of the P3 process for Station 28. Attorney Albinson stated that that answer can be found out before signing off. Commissioner Koskinas confirmed that her understanding is that the District is not issuing bonds.

Commissioner Gardella asked if the questions can be answered and then approved at the February 4, 2025, meeting. Finance Director Brooks stated that she is afraid that the District would fall outside of the rate commitment. Discussion ensued regarding timelines. Attorney Albinson confirmed the Board is not committing to anything by approving the term sheet. Finance Director Brooks stated that she was get the information from Truist tomorrow and distribute it to the Commission. The Board agreed that the answers can be discussed at the February 4th meeting.

MOTION PASSED 3 – 1; COMMISSIONER GARDELLA VOTED NO

**25-04 Lawsuit Against the District and Chief Davidson by “Friends of Indian Rocks Beach”
Re: Short-Term Rental Inspections**

Discussion: Attorney Albinson provided an overview of the lawsuit made against the District and Fire Chief Davidson. He explained that this type of lawsuit brings issues before the court that a government entity is not doing what it is required to do by law and requests a judge to mandate it to fulfill its legal obligation. They are asserting that the District has an obligation to conduct fire inspections of short-term rentals under various scenarios, and identify one or more properties they claim the District has not inspected or has inspected improperly. He continued that it is his understanding that all properties have been properly inspected and have either passed the inspection or are complying, or have already complied, with correcting any issues. He explained that some properties have not properly registered and therefore the District has not been notified to conduct inspections on those properties. Attorney Albinson stated that, in initial discussions, the District agreed to reach out to those property owners to inform them that they must register with the District, and all parties seemed to be satisfied with that resolution; however, with no further discussion, the Gunster Law Firm followed up with a lawsuit against the District. Discussion ensued on various scenarios on why the District does not have a responsibility to investigate properties that have not properly registered. Attorney Albinson stated the lawsuit has been sent to the District’s insurance broker who has confirmed the District has coverage for this type of situation up to \$100,000. Attorney Albinson stated that he would like to hire a law firm to handle this case. He also confirmed there are no damages paid in these types of lawsuits – only cost of defense. Discussion ensued regarding the relationship between PSFRD and the City of Indian Rocks Beach as it relates to short-term rental responsibilities.

A motion to allow Attorney Jeff Albinson to enter into an agreement with counsel subject to the terms and conditions of our policy of insurance and oversee that process.

MOTION: COMMISSIONER KOSKINAS SECOND: COMMISSIONER GARDELLA

MOTION PASSED; carried unanimously

25-05 Milton Collins, Esq. – Investigation Legal Fees

Discussion: Finance Director Erin Brooks stated she has been presented with two invoices for October and November services for Milton Collins. She stated that the October invoice was \$16,680 and the November invoice was \$16,145. She added that she is waiting for the December invoice, but so far, the total is \$32,825 and she stated she is requesting approval to pay those invoices. Commissioner Gardella stated that he recalled a limit of \$20,000. Attorney Albinson stated that Mr. Collins had mentioned at a meeting that he had reached a certain number of hours which was that amount. He added that the witnesses had to be interviewed, so the District will just have to pay for it.

A motion to pay the law firm of Weiss, Serota, Helfman, Cole, and Bierman the invoices provided.

MOTION: COMMISSIONER KNIGHTON SECOND: COMMISSIONER KOSKINAS

MOTION PASSED; carried unanimously

25-06 Fire Chief Jeffrey Davidson PTO & Sick Leave Payout

Discussion: Attorney Albinson stated that Fire Chief Davidson has asked for approval to pay his PTO and sick leave early that he would be payable to under his contract upon his resignation. Attorney Albinson added that he and Finance Director Brooks stated that the Board would have to approve that. Chief Davidson discussed the hours that are payable in his contract and stated that it is the same payout he would receive one month later, but he is trying to do something for his family with the unexpected move. Commissioner Gardella asked the amount of the payout; Director Brooks stated that the 580.5 hours allowed would be a gross payment of \$43,428.66.

A motion to pay out Chief Davidson's PTO and sick leave early.

MOTION: COMMISSIONER KNIGHTON SECOND: COMMISSIONER KOSKINAS

MOTION PASSED; carried unanimously

25-07 Union Wage Increase Memorandum of Understanding (MOU)

Discussion: Chief Davidson stated that, before he could present this Memorandum of Understanding to the Union, he would need approval from the Board for a future budget amendment. Chief Davidson stated that, due to the failed negotiations, the firefighters will not see a pay increase until at least October and he would like to do something for them and their families. He stated that he offered to move the five lowest paid firefighters to a higher step in the past, but they wanted to wait until we could do something for everybody, understandably so. Chief Davidson said he would like to adjust the entire pay scale for all of the members by 3.5%, with five of the members currently in step one and two, into step four. He said he has learned that firefighters are considering leaving for a \$4,000 raise with another agency. Chief Davidson discussed individual scenarios and the disparity in pay. He stated that he understands the compression issue needs to be addressed, but that will need to happen during negotiations. He added that he would like to backdate it to the start of the last pay period. Discussion ensued regarding the process of whether the Union accepts the proposal or if a counteroffer was proposed. Chief Davidson confirmed that if the Union does not accept the proposal and provided a counteroffer, it would have to then be publicly noticed and bargained. Chief Davidson stated that the cost is approximately \$120,000 from now until September 30th, plus an additional 40% in benefits.

A motion to deny the Chief's request for the MOU.

MOTION: COMMISSIONER GARDELLA

MOTION DIED FOR LACK OF A SECOND

A motion to allow the Chief to present this MOU to the Union understanding this will result in a future budget amendment.

MOTION: COMMISSIONER KOSKINAS SECOND: COMMISSIONER KNIGHTON

PUBLIC COMMENT:

Kelly Cisarik – Ms. Cisarik suggested implementing a sign-on bonus for new employees. She stated that there’s a complexity of benefits and days off and pay, and if this is one of those pieces, it seems that there would be a more efficient way to retain new people.

MOTION PASSED 3 – 1; COMMISSIONER GARDELLA VOTED NO

Chief Davidson presented the draft MOU to Union President Greg Hott who was in the audience.

Chair McKenna stated that she cannot attend the February 18, 2025, meeting and requested that the meeting be rescheduled.

Finance Director Erin Brooks stated that she had sent an email to the Board this afternoon from the special district attorney, Carlyn Kowalski, forwarding a bit of the background agreement on the Fortress agreement and timeline summary. She stated there were dates hinging on the February 18th meeting and she stated she is unsure whether that will have an impact on the Fortress agreement. She asked Chief Davidson for feedback on potential issues regarding changing the meeting dates. Discussion ensued among the Board and Attorney. Commissioner Gardella stated that he does not anticipate an issue with Fortress waiting an additional five days. Director Brooks stated that she will be sure to check with Attorney Kowalski and inform the Board if there are any issues.

A motion to move the February 18, 2025, meeting to February 25, 2025.

MOTION: COMMISSIONER KOSKINAS SECOND: COMMISSIONER KNIGHTON

MOTION PASSED; carried unanimously

Commissioner Koskinas stated that she realizes that will only leave a three-day window. Commissioner Knighton stated that, if it is a problem, it will be addressed at the February 4th meeting.

There being no further business to come before the Board, the Regular meeting was adjourned in due form.

APPROVED:

ATTEST:

Elizabeth “Betsey” McKenna
Chair

Kimberly G. Hampton
District Administrator

Date Approved



Pinellas Suncoast Fire & Rescue

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

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**FIRE CHIEF
JEFFREY DAVIDSON**

MINUTES FEBRUARY 4, 2025 SPECIAL MEETING

**Belleair Beach Community Center
444 Causeway Boulevard
Belleair Beach, FL 33786**

SPECIAL MEETING CALLED TO ORDER PLEDGE OF ALLEGIANCE

ROLL CALL: Commissioners answering roll call were Chair Elizabeth “Betsey” McKenna, Vice Chair Mark Bolling, and Commissioner Jacob Knighton. Commissioner David Gardella arrived after the roll call at 6:17 p.m. A quorum was present with Chair Betsey McKenna presiding. Attorney Jeff Albinson, Fire Chief Jeffrey Davidson, Finance Director Erin Brooks, Assistant Chief David Karpinecz, and Assistant Chief Louis Stoneburg were also present. Secretary/Treasurer Heather Fleming-Koskinas joined by phone for discussion only.

ADDITIONS OR DELETIONS TO AGENDA:

**25-04 Lawsuit Against the District and Chief Davidson by “Friends of Indian Rocks Beach”
Re: Short-Term Rental Inspections**

GENERAL REMARKS FROM THE AUDIENCE: None.

ACTION ITEMS:

**25-04 Lawsuit Against the District and Chief Davidson by “Friends of Indian Rocks Beach”
Re: Short-Term Rental Inspections**

Discussion: Attorney Albinson provided a brief summary on the lawsuit. He stated that the plaintiff has agreed to settle the case on terms with no money exchanged. He explained that the District will provide certain public documents and assemble a small list of inspection reports for the Friends of Indian Rocks Beach and they will dismiss the case with prejudice.

A motion to approve the Settlement Agreement.

MOTION: COMMISSIONER KNIGHTON SECOND: COMMISSIONER BOLLING

All in favor, MOTION PASSED unanimously.

[A break was taken until 6:17 p.m. when Commissioner Gardella arrived.]

25-01 Fire Chief Hiring Process

Discussion: Chair McKenna stated that the Board will need to establish a process to evaluate and rank the applicants at the February 11, 2025, Special Meeting.

Commissioner Knighton suggested a process in which each Commissioner utilizes the rubric to rank the applicants on their own and bring those findings to the February 11th meeting. Attorney Albinson offered suggestions regarding how to move forward and potential supplemental questions that may be asked of the candidates to help gain a better understanding of their experience. Discussion ensued on potential questions.

The final questions were determined to be:

1. Do you have any experience in overseeing the construction of fire stations or other public buildings? If so, please explain your experience.
2. Do you have experience analyzing public entity financial records and budgeting? If so, please describe your knowledge and experience.
3. Do you have experience in negotiating collective bargaining agreements for public employees? If so, please describe that experience.
4. Do you have experience in lobbying, grant writing, and/or seeking and obtaining local, state, federal funds to supplement the income of a public entity? If so, please explain.
5. Do you have any experience managing or interacting with independent special districts? If so, please explain.
6. What experience do you have working in or managing an ALS department? Please be specific.

It was decided that the answer to each question should be no more than 350 to 500 words.

A motion to add the six questions as written to the application process and email those questions out tomorrow morning with a response deadline of 3:00 p.m. on Friday, February 7, 2025.

MOTION: COMMISSIONER BOLLING SECOND: COMMISSIONER KNIGHTON

MOTION PASSED; carried unanimously

Attorney Albinson recapped that District Administrator Kimberly Hampton will email the supplemental questions out to all candidates and provide responses to members of the Commission

as soon as possible after the deadline on Friday. He continued that the Board members will then develop a list of their top six candidates and those candidates will be ranked.

Chief Davidson mentioned that it has not been verified that all the applicants have met the minimum requirements. Discussion ensued regarding applicants who did not meet the requirements or provide all requested data.

[Motions were first made regarding the removal of each individual candidate, and it was then decided to discuss each candidate and then make a motion inclusive of all candidates to be removed.]

After further discussion, it was decided that Brandt, Copado, Glassmeyer, Makar, and Wirtz did not provide all required documentation, and Wilfong does not meet the minimum years of experience requirement. The supplemental questions approved earlier will now be sent only to the updated list of candidates.

A motion to remove from consideration for the Fire Chief position due to no application filed, and lack of necessary experience as stated in the posting, the following candidates: Nicholas Brandt, Roberto Copado, Andy Glassmeyer, Matthew Makar, Christopher Wilfong, and Robert Wirtz.

MOTION: COMMISSIONER KNIGHTON SECOND: COMMISSIONER BOLLING

MOTION PASSED; carried unanimously

There was consensus among the Board that the email with the supplemental questions will also request candidates to provide any additional educational documentation not provided with the original application.

25-09 Consideration of District Leadership Following Chief Davidson's Resignation Period

Discussion: Attorney Albinson stated that he realized immediately following the last meeting that when the date was changed for the February meeting, it was postponed until after Chief Davidson's resignation date. He stated that if his resignation stays in place, there will be a period where Chief Davidson will no longer be employed by the District, and there will be no Fire Chief in place for a period of time beginning February 21st. He explained the Board will need to discuss how they would like to handle that, as this does not allow for an opportunity for the current Fire Chief to work with the new Fire Chief as he did with the Fire Chief who preceded him. Attorney Albinson discussed another situation in which an interim Fire Chief was appointed, but stated that did not allow for institutional knowledge to be passed on to the incoming Fire Chief. Attorney Albinson discussed several projects currently taking place in the District. Vice Chair Bolling mentioned an email that the Board had received from Chief Davidson in which he offered to stay, and asked Chief Davidson to restate those dates. Chief Davidson said that this could be a lengthy process – potentially lasting until May or June – and he does not believe an interim Fire Chief would best serve the District. He stated that he would like to be able to see the projects continue

and work with the new Fire Chief to assist in bringing him up to speed. He mentioned that his email also included an attachment which requested a few changes he would like made to his employment contract if he were to stay longer. He added that the Board could change their mind and decide he should leave earlier and provide him with 30-day notice.

Commissioner Knighton expressed concerns about the liability to the District that Chief Davidson has already been paid out his PTO and sick time accruals. He discussed that is typically held until the end of an employee's notice period in the event the employee did something that would not entitle them to their payout. Commissioner Knighton stated that if his time is extended, that risk to the District is also extended, and added that he would lean toward appointing an interim Fire Chief. He also mentioned that the contract changes require the Board to provide Chief Davidson with a 30-day notice, but there is no safeguard to the Board if Chief Davidson does not provide a 30-day notice. Chief Davidson stated that something can be added related to his 30-day notice, and said that there is no possibility that an interim Fire Chief would be able to understand everything going on enough to do the job. Commissioner Knighton stated that an interim could be appointed who will continue to assist over time. Vice Chair Bolling stated that Chief Davidson is offering to give the District extra time to help with the important initiatives going on. Commissioner Gardella asked Chief Davidson what his conditions were to stay longer. Chief Davidson stated that he is requesting to use his vehicle for travel to and from work, but to not be bound to Pinellas County, as his home is an hour away. He confirmed that was the only change. Attorney Albinson stated that he is unable to negotiate on behalf of the Board, but suggested potentially adding a monetary penalty to Chief Davidson's contract if he fails to provide a 30-day notice. Chief Davidson stated that the people he works with will tell the Board that he is here around the clock, and if he is not physically here, he is working around the clock. He added that he will still be guiding, coaching, and mentoring on the District's projects even after he is gone.

A motion to accept the Fire Chief's offer and have him stay on for the transition period instead of doing interim leadership.

MOTION: COMMISSIONER GARDELLA SECOND: COMMISSIONER BOLLING

Finance Director Erin Brooks asked the Board if there will be any movement on either the PIP or conflict resolution to assist with guidance on how to work together as the investigator suggested. Chair McKenna stated that she thought that is currently being looked into. Attorney Albinson stated that the PIP was taken off the table once Chief Davidson resigned, as he did not see a reason to pay someone to do a PIP for an employee who has resigned. Chief Stoneburg said this has been done for the employees and there was a roundtable discussion with administration. He added that he has talked to Chief Davidson and Chief Karpinecz about needing someone to bring everyone together. Chief Karpinecz stated that while some changes have been made based on Mr. Collins' recommendations, he is confused why the cart is being put before the horse, such as organizational changes to the organizational chart, as well as not following some recommendations made by the third party. Chief Karpinecz also stated that Mr. Collins did his job very well. He stated that there does need to be mediation and leadership influence in administration. Chief Karpinecz also mentioned that most projects are 60% to 90% in the works. He stated that they are looking to the Board for guidance and that accountability is needed. Chief Karpinecz said he is aware of a vendor who works with other fire departments on conflict management, and he can contact her. He

continued that, if an interim is not going to be assigned, there were solutions discussed today which included limiting certain decisions within the organization during the mediation process and the transition.

District Administrator Kimberly Hampton mentioned that the Board never rescinded their motion to implement a PIP. She added that, especially if the Board is considering additional months, she feels that it should be implemented since that was the recommendation from the investigator. Mrs. Hampton confirmed that the cost is included in what we have already paid to Mr. Collins.

PUBLIC COMMENT:

Graylon Hampton – Mr. Hampton thanked Chair McKenna and Commissioner Knighton for their commitment to the District and willingness to challenge the status quo and said that their leadership has not gone unnoticed. He stated he has serious concerns of negligence. Mr. Hampton stated that Chief Davidson did not resign for no reason, and is resigning because he broke his contract. He discussed that Mr. Collins' report confirms an overwhelming loss of faith and trust in Chief Davidson's leadership and stated he does not understand why the Board is willing to extend his employment. Mr. Hampton stated that Mr. Collins' report includes multiple allegations of drinking and driving, and asked in what career field an allegation like that would not be investigated. He added that Chief Davidson is now also requesting to use that same vehicle with even less restrictions. Mr. Hampton asked Commissioner Gardella, if someone he trusted and worked with for years informed him that one of his employees had been seen drinking and driving in his company vehicle, would he brush it aside or would he investigate it? Mr. Hampton said he is sure it would be the same in Commissioner Koskinas' law firm. He added that Mr. Collins' report stated that there was no internal investigation conducted into this and stated that he does not understand how the District's legal counsel did not suggest this. He said he questions whether it is a lack of caring, negligence, or if there is something to gain, because he said it does not make sense to him that these allegations are being ignored.

Chief Davidson asked if there was a timer for Mr. Hampton, which it was confirmed there was.

Mr. Hampton stated the Board, District Chief Best, Assistant Chief Stoneburg, or Assistant Chief Karpinecz could all act as interim Fire Chief. Mr. Hampton said to Chief Davidson that his wife, District Administrator Hampton, is the most important person to him, and stated that he sees how he speaks to her and how it affects her. He said he sees Chief Davidson emails Administrator Hampton at 2:00 a.m. and over weekends, and how she must spend time writing rebuttals to his accusations, and stated that she is right every time. Mr. Hampton told the Board he challenges them to talk to the employees and ask them about their jobs and their experiences. He stated that it is the staff and not Chief Davidson that is managing the projects and mentioned Chief Davidson was only in the office for a total of eight hours last week. Mr. Hampton stated that he is not typically confrontational but feels that he must speak up as a husband and as a man. Mr. Hampton told Chief Davidson that when he speaks to or sends emails to Administrator Hampton, he should imagine as if he is speaking to him, because coming after her job affects his family and his family's financial stability. He told him Chief Davidson that he does not work for him, and he is not afraid of him. Mr. Hampton urged the Board to make a motion to select an interim Fire Chief and stated that he respects them and what they do.

Kayla Zeiner – Mrs. Zeiner stated that she would also like the Board to hold firm the February 21st date and appoint an interim Fire Chief. She stated that there are four chiefs in administration, plus Finance Director Brooks and District Administrator Hampton, all involved in the ongoing projects. She said she knows that the staff has poured countless hours into these projects, while Chief Davidson has maybe been at the station 10 days in the last couple months. She stated that he is still negatively impacting the line personnel and mentioned that there is a grievance on a recent promotional process that the Board should hear before deciding to let him stay. Mrs. Zeiner stated that Chief Davidson resigned for a reason and this needs to be over. She added that even if it is slightly more challenging, we can get through challenging times together. She said that if he stays until May or June it will have been a year of this turmoil. She added that the firefighters need to know that the Board also has their backs – not just the Fire Chief’s back. She reminded the Board that former Fire Chief Mike Burton also recently stated that he would be willing to step in as an interim Fire Chief and assist transitioning the new Fire Chief. Mrs. Zeiner stated that she is worried about the potential of Chief Davidson polluting the mind of the new Fire Chief and imposing his negative thoughts on people who work here. Mrs. Zeiner stated that everyone finally had a resolution and an end date and requested that the date still be February 21st.

Commissioner Gardella stated that he does not see this dragging on until May or June and reiterated the Board would still have the option to terminate the extension with a 30-day notice.

Assistant Chief Karpinecz stated that he means no disrespect to Chief Davidson, but that he has concerns regarding his own liability, as Chief Davidson’s resignation letter places him in an alleged hostile work environment. He stated that we need to move on and move forward.

Chief Davidson stated that he needs to stay past the February 25th Commission meeting and that his resignation can be one week later. He stated that he needs to keep his happy family life happy. Chief Davidson stated that he will need to meet with each and every Commissioner in the next few weeks to let them know everything that is actually going on, and to show them proof of the corruption that is going on between Commissioners, Union members, administrators, and chief officers, and stated that is not an opinion. He stated that he thinks the employees who work here would want to be transparent as to everything going on and told the Commissioners that will then their responsibility how to handle that moving forward. He stated that he would be on the phone with whomever needed to call him so that nothing fell through.

Assistant Chief Stoneburg stated that if the Commission chooses to allow Chief Davidson to stay longer to work on the projects so that nothing falls through the cracks, there is room for PIP and conflict resolution. He stated this is why we need it and that the person in the seat isn’t the determining factor.

Commissioner Knighton asked Chief Davidson if he is alleging that one of the Commissioners is corrupt and inquired whether that was his official statement. Chief Davidson stated that, no, that is not his official statement. Commissioner Knighton reminded Chief Davidson that he just alleged there is corruption between the Commissioners, Union, and other employees. Chief Davidson replied “yes.” Commissioner Knighton asked Chief Davidson again if he is stating that one of the Commissioners is corrupt. Chief Davidson replied that he doesn’t know. Commissioner Knighton reiterated that that is what Chief Davidson just alleged, and asked how the Commission can choose

to let him stay if he does not trust them. Chief Davidson stated that, as far as the motion goes, to just extend him until after the rescheduled meeting, and then he will resign.

Commissioner Gardella stated that he would like to revise his motion.

MOTION FAILED; no majority vote

Commissioner Gardella stated that he would like to make a motion to accept the Chief’s offer for a period of 30 days beyond February 21st. He added that, hopefully, in that period, a new Chief will have been hired, and all the issues can begin being addressed. Commissioner Gardella stated this does not give a long-term, unknown extension, and will only be a period of 30 days or less, and a new Fire Chief will be hired.

A motion to accept the Chief’s offer for a period of 30 days beyond February 21st.

MOTION: COMMISSIONER GARDELLA SECOND: COMMISSIONER BOLLING

MOTION PASSED 4 - 1; COMMISSIONER KNIGHTON VOTED NO

Attorney Albison stated that it was his understanding that he was not moving forward with the PIP, but if the Board wants him to reach out to Mr. Collins to enact the PIP, he stated he will call him tomorrow morning. Commissioner Knighton discussed that there are other personnel issues going on as well and asked if there is a plan for team building. Attorney Albison stated that he would ask Mr. Collins that question.

Vice Chair Bolling stated that he does not want the District to end up in the same situation six months from now. He mentioned that he thought that it was decided at the December meeting that a new Fire Chief would determine and develop that plan and evaluate the findings from Mr. Collins. He added that perhaps the problems are more widespread than he realized and that they need to be implemented before that, so it does not extend down to other levels. Attorney Albison stated that he will contact Mr. Collins tomorrow and request he provides written suggestions on moving forward and potentially provide something that he can present at the February 11th meeting.

There being no further business to come before the Board, the Special meeting was adjourned in due form.

APPROVED:

ATTEST:

Elizabeth “Betsey” McKenna
Chair

Kimberly G. Hampton
District Administrator

Date Approved



Pinellas Suncoast Fire & Rescue

304 FIRST STREET
INDIAN ROCKS BEACH, FLORIDA 33785-2587

(727) 595-1117 FAX: (727) 250-0111
www.psfrd.org

FIRE CHIEF
JEFFREY DAVIDSON

MINUTES FEBRUARY 11, 2025 SPECIAL MEETING

Belleair Beach Community Center
444 Causeway Boulevard
Belleair Beach, FL 33786

SPECIAL MEETING CALLED TO ORDER PLEDGE OF ALLEGIANCE

ROLL CALL: Commissioners answering roll call were Chair Elizabeth “Betsey” McKenna, Vice Chair Mark Bolling, Secretary/Treasurer Heather Fleming-Koskinas, Commissioner David Gardella, and Commissioner Jacob Knighton. A quorum was present with Chair Betsey McKenna presiding. Attorney Jeff Albinson, Fire Chief Jeffrey Davidson, Finance Director Erin Brooks, and Assistant Chief David Karpinecz, and Assistant Chief Louis Stoneburg were also present.

ADDITIONS OR DELETIONS TO AGENDA:

**25-04 Lawsuit Against the District and Chief Davidson by “Friends of Indian Rocks Beach”
Re: Short-Term Rental Inspections**

GENERAL REMARKS FROM THE AUDIENCE: None.

ACTION ITEMS:

**25-04 Lawsuit Against the District and Chief Davidson by “Friends of Indian Rocks Beach”
Re: Short-Term Rental Inspections**

Discussion: Attorney Albinson gave a brief overview of the lawsuit. He confirmed that the case has been dismissed with prejudice and all costs incurred by the District should be reimbursed by the insurance company.

25-01 Fire Chief Hiring Process

Discussion: Commissioner Bolling asked to start by clarifying how the Board intends to rank the candidates and reduce the candidate pool. Chair McKenna stated that all Commissioners should have used the rubric to rank the candidates. She mentioned that two candidates – Morgans and Sampey – did not provide adequate documentation. Discussion ensued on how to complete the

ranking sheet. Attorney Albinson asked for clarification on some items; District Administrator Kimberly Hampton confirmed that Eric Geiger did not respond to her request for supplemental questions, and Tuyle Denman and Tony Perez sent emails withdrawing their applications from the process. Mrs. Hampton confirmed that the names highlighted in yellow on the list provided to the Commission include all applicants who are still interested and also responded to the supplemental questions. She also confirmed that all answers to the supplemental questions and supporting documentation were sent to the members of the Commission on Friday, February 7th.

Attorney Albinson read the names of the highlighted applicants into the record: Daniel Anderson, Craig Buckley, Ken Grimes, Daniel Kauffman, Nathan Morgans, Timothy Sampey, James Smith, Jeffrey Tomovcsik, and Robert Williams.

A motion to accept James Smith’s application and answers that were received minutes after the deadline.

MOTION: COMMISSIONER GARDELLA SECOND: COMMISSIONER KNIGHTON

MOTION PASSED; carried unanimously

Chief Davidson mentioned to the Board that three of the applicants are not certified firefighters. He stated that the requirements to transfer their certification is dependent upon where they were originally certified.

[At this time, each member of the Commission completed the ranking sheet with their top six candidate choices, and Finance Director Erin Brooks totaled the votes.]

Attorney Albinson read the results of the top seven candidates:

Grimes – 22 points
Anderson – 21
Buckley – 15
Williams – 13
Smith – 10
Tomovcsik – 10
Kauffman – 9

[At this time, Attorney Albinson read each Commissioner’s list of candidates and their rankings into the record. These documents are available as part of the minutes.]

A motion to set up interviews for the top four candidates: Ken Grimes, Daniel Anderson, Craig Buckley, and Robert Williams.

MOTION: COMMISSIONER GARDELLA SECOND: COMMISSIONER KNIGHTON

MOTION PASSED; carried unanimously

Discussion ensued regarding the logistics of the interviews and the option to offer candidates to appear by Zoom.

A motion to schedule interviews on Wednesday, February 26, 2025, beginning at 3:00 p.m., or Tuesday, March 4, 2025, beginning at 5:00 p.m. for the Fire Chief position either via Zoom or in person.

MOTION: COMMISSIONER GARDELLA SECOND: COMMISSIONER BOLLING

MOTION PASSED; carried unanimously

25-10 Administrative Employees Remote Work Hours

Discussion: Chair Betsey McKenna stated that, due to discourse in the office, it has come to her attention that some employees may want to work from home. Chief Davidson confirmed that he has sent an email to administrative staff informing them that they are authorized work remotely as needed.

25-11 Discussion of Interim Fire Chief

Discussion: Chair Betsey McKenna stated that she would like to have a discussion on how to appoint an interim Fire Chief after Chief Davidson's final date of employment on March 23rd. Discussion ensued regarding appointing someone internal versus someone external. Chief Davidson stated that the District's labor attorney, Tom Gonzalez, will be in attendance at the February 25th meeting and might have something to discuss related to this topic. Secretary/Treasurer Koskinas requested this item to be added to the next meeting agenda.

There being no further business to come before the Board, the Special meeting was adjourned in due form.

APPROVED:

ATTEST:

Elizabeth "Betsey" McKenna
Chair

Kimberly G. Hampton
District Administrator

Date Approved

ACTION ITEM 25-13

GRIEVANCE #G-2025-01

STEP 4

**CONSIDERATION BY BOARD OF FIRE
COMMISSIONERS**



**PINELLAS SUNCOAST PROFESSIONAL FIREFIGHTERS
INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS
LOCAL NUMBER 5374
P.O. BOX 236, INDIAN ROCKS BEACH, FL 33785
iafflocal5374@gmail.com**



Jeffrey Davidson, Fire Chief
Pinellas Suncoast Fire & Rescue District
304 1st Street
Indian Rocks Beach, FL 33785

February 9, 2025

Chief Davidson,

The following is a statement of grievance and a summary of the evidence and arguments that will be made to the Board of Fire Commissioners during the February 25, 2025 meeting.

Statement of Grievance and Arguments

On January 14, 2025, a class grievance was filed by Union President Greg Hott and was accepted by Division Chief Lou Stoneberg at 1205 hours. This grievance was filed as a “class grievance” because the decisions that were made by the District negatively affected four potential internal candidates for promotion. Furthermore, this grievance was filed six (6) days prior to the new testing date of January 20th, 2025, and the District elected to continue with the testing with a pending grievance on the process. The promotional test was also inappropriately scheduled on a Federal, District, and contractually recognized holiday; Martin Luther King Jr. Day.

On July 26, 2024, the District put out a notification for promotional process for the position of Lieutenant. The testing date for this promotional process was scheduled for September 26th, 2024, and a proper 60-day notice was given. On September 16th, 2024, the test was cancelled and the candidates were notified. Per Chief Davidson the test was only “postponed” due to the Hurricanes.

The candidates were notified on December 4th of the new test date of January 20th with only a 47-day notice violating the contractual language in Article 13, Section 3 that states that ***“the testing notification will be sent out via department e-mail no less than sixty (60) days prior to the test.”***

Not only did the District violate the contract with regard to proper notice for testing, in the current collective bargaining agreement (CBA) between the Pinellas Suncoast Professional Firefighters - Local 5374 and Pinellas Suncoast Fire & Rescue District, there are no provisions or language that speaks to postponement of an examination, or any other aspect



**PINELLAS SUNCOAST PROFESSIONAL FIREFIGHTERS
INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS
LOCAL NUMBER 5374
P.O. BOX 236, INDIAN ROCKS BEACH, FL 33785
iafflocal5374@gmail.com**



of the promotional process or testing procedure. It is the Union's position that this process was cancelled, and a new process should have been initiated.

The initiation of a new process would have included three additional candidates from within the Pinellas Suncoast Fire & Rescue District in addition to Matthew Tomilonus who was eligible at the start of the process in July of 2024. This would have provided a fair opportunity to the existing employees of the District but instead, one of the positions has been offered to an employee of a neighboring agency that is arguably less qualified than our internal candidates that were not afforded the opportunity to test and advance their careers.

Based on the job description listed on Vector Solutions for the 2024 promotional process, the external candidate from a neighboring agency that was afforded the opportunity to test does not even qualify for the position of Lieutenant within PSFRD. He is not off probation at PSFRD and has zero years of experience in a supervisory role. An Acting Lieutenant is not a supervisory role as they do not have employees that report to them. Acting Lieutenant's simply fill in for promoted Lieutenants in their absence. These leniencies and exceptions are unacceptable and unfair to the internal candidates.

Summary of Evidence

- Current CBA – Article 13 Personnel Practices – Section 3
- Public Record request filled on February 7, 2025
- Christopher Barnes qualifications and credentials
- Ryan London qualifications and credentials
- Shawn Clark qualification and credentials
- Shawn Clark letter to Chief Davidson

Sincerely,

Gregory Hott, Union President
Pinellas Suncoast Professional Firefighters
IAFF Local 5374

ACTION ITEM 25-16

Approval of the preliminary design, price, and terms of a final agreement, with Fortress Secured, LLC for fire station 28

RESOLUTION 2025-01

RESOLUTION 2025-01

RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE PINELLAS SUNCOAST FIRE & RESCUE DISTRICT APPROVING FINAL AGREEMENT BETWEEN PINELLAS SUNCOAST FIRE & RESCUE DISTRICT, AND FORTRESS SECURED, LLC, FOR THE DELIVERY OF FIRE STATION FACILITY; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE

WHEREAS, the Board of Commissioners of the PINELLAS SUNCOAST FIRE & RESCUE DISTRICT (hereinafter referred to as the "Board") is empowered to construct, operate and maintain fire stations under Laws of Florida, Chapter 2000-436, Special Acts of 2000, Chapters 191 and 189, Florida Statutes and other applicable provisions of law (collectively, the "Act"); and

WHEREAS, the Board executed an Interim Agreement in July 2024 with Fortress Secured, LLC ("Developer") to design and construct a fire station under a public private partnership (the "Interim Agreement"); and

WHEREAS, under the Interim Agreement, the Developer has performed pre-development activities and has prepared a preliminary design and a stipulated price for the fire station; and

WHEREAS, under the Interim Agreement, the District agreed to enter into a Final Agreement with the Developer if the District was satisfied with the preliminary plans ("the 30% Plans"), the price for the project (the "Stipulated Sum") and the terms of the Final Agreement (the "Final Agreement Form"); and

WHEREAS, The Interim Agreement provides a deadline of February 25, 2025 for board approval of the items described above; and

WHEREAS, once the Board approves the items described above, Developer will complete the final plans and specifications for the board's approval to include in a Final Agreement to be executed by the parties.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF THE PINELLAS SUNCOAST FIRE & RESCUE DISTRICT:

1. As described in Section 5(c) of the Interim Agreement, the Board hereby approves the 30% Plans, the Stipulated Sum, and the Final Agreement Form which is attached to and is part of this Resolution.

2. Severability. If any phase or portion of this Resolution is held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate,

distinct, and independent provision and such holding shall not affect the validity of the remaining portion.

3. Effective Date. This Resolution shall become effective immediately upon adoption.

PASSED AND ADOPTED by the Board of Commissioners of the Pinellas Suncoast Fire & Rescue District Board of Commissioners of Pinellas County, Florida this 25th day of February, 2025.

**PINELLAS SUNCOAST
FIRE & RESCUE DISTRICT**

BY:

ATTEST:

Elizabeth (Betsey) McKenna
Chair

Mark Bolling
Vice Chair

ACTION ITEM 25-17

**Authorization of \$5M Loan for
Fire Station 28 Construction**

RESOLUTION 2025-02

RESOLUTION 2025-02

A RESOLUTION OF THE PINELLAS SUNCOAST FIRE & RESCUE DISTRICT, AUTHORIZING A LOAN IN A PRINCIPAL AMOUNT OF \$5,000,000 TO FINANCE THE COST OF THE CONSTRUCTING AND EQUIPPING OF A FIRE STATION, CAPITALIZING INTEREST ON THE NOTE AND PAYING THE COSTS OF ISSUANCE OF SUCH LOAN; APPROVING THE FORM OF A REVENUE NOTE, A LOAN AGREEMENT AND AN ESCROW AGREEMENT; DELEGATING TO CERTAIN OFFICIALS OF THE DISTRICT TO TAKE CERTAIN ACTIONS AND TO EXECUTE ANY DOCUMENTS AND TAKE ANY ACTIONS REQUIRED IN CONNECTION WITH THE ISSUANCE OF SAID LOAN; PROVIDING OTHER DETAILS WITH RESPECT THERETO; AND PROVIDING AN EFFECTIVE DATE.

BE IT RESOLVED BY THE BOARD OF COMMISSIONERS (the "Board") OF THE PINELLAS SUNCOAST FIRE & RESCUE DISTRICT (the "District") that:

Section 1. Authority for this Resolution. This Resolution is adopted pursuant to Laws of Florida, Chapter 2000-436, Special Acts of 2000, Chapters 191 and 189, Florida Statutes and other applicable provisions of law (collectively, the "Act").

Section 2. Definitions. Words and phrases used herein in capitalized form and not otherwise defined herein (including, without limitation, in the preamble hereto) shall have the meanings ascribed thereto in the Loan Agreement (hereinafter defined) and, in addition, the following words and phrases shall have the following meanings:

"Authorized Signatories" means the Chair of the Board or any other Commissioner designated by the Board to act under this Resolution and the Secretary or each of his or her duly authorized designees.

"Loan Amount" means the principal amount of \$5,000,000.

Section 3. Findings. It is hereby ascertained, determined and declared that:

A. The District has received a proposal from Truist Commercial Equity, Inc. (the "Lender") to purchase from the District its Revenue Note, Series 2025 (the "Note") in accordance with the terms of the hereinafter described Loan Agreement (as hereinafter defined) the proceeds of which will be loaned to the District (the "Loan") to finance the costs of the construction and equipping of a fire station (the "Project"), capitalizing interest on the Note and paying the costs of issuing the Note.

B. The District is authorized and empowered by the Act to issue the Note,

enter into the Loan Agreement and use the proceeds of the Loan to provide for the financing of the Project, funding capitalized interest on the Note and paying the costs of issuing the Note.

C. The principal of and interest on the Loan and all other payments with respect thereto shall be payable from moneys pledged herein and by the Loan Agreement, which the District has full authority to irrevocably pledge.

D. The District is authorized to enter into an Escrow Agreement among the District, the Lender and Truist Bank (the "Escrow Agreement") under which the proceeds of the Note will be held and disbursed from time to time to the District in accordance with the Escrow Agreement.

E. The Project provides a special benefit to the property within the District on which the assessments securing the Note are and will be levied and the amount of the assessments has been reasonably and fairly apportioned to, and assessed against, each property so benefitted.

F. The District is duly authorized to use the Assessment Receipts (as defined in the Loan Agreement) to finance the Project pursuant to Section 191.009(2), Florida Statutes and the Assessment Receipts pledged herein are being used to pay costs of the Project.

G. Because of the characteristics of the Loan, prevailing and anticipated market conditions and additional savings to be realized from the expeditious completion of the Loan, it is not feasible, cost effective or advantageous to enter into the Loan through a competitive sale and it is in the best interest of the District to accept the terms of the Loan from the Lender in a principal amount of the Loan Amount, at a negotiated sale upon the terms and conditions outlined herein and in the Loan Agreement and as determined by the Authorized Signatories executing the Loan Agreement in accordance with the terms hereof.

Section 4. Authorization of Transaction. In order to obtain funds to finance the Project, fund capitalized interest on the Note and to pay the costs of the Loan, the District is authorized to obtain the Loan and to borrow an amount not to exceed the Loan Amount from the District.

Prior to its execution and delivery of the Loan Documents, as such terms are hereinafter defined, the District shall have received from the Lender a disclosure statement containing the information required by Section 218.385(6), Florida Statutes, and a Truth-in-Bonding Statement pursuant to Section 218.385(3), Florida Statutes, and no further disclosure is or shall be required by the Lender.

Section 5. Loan Agreement, Escrow Agreement and Note. The District is authorized to execute a Loan Agreement with the Lender in substantially the form attached hereto as Exhibit "A" (the "Loan Agreement"), to make and deliver the Note in the form attached to the Loan Agreement in a principal amount not exceeding the

Loan Amount. The proceeds of the Note will be applied in accordance with the Loan Agreement and deposited in an Escrow Fund (as defined in the Loan Agreement) pursuant to the Escrow Agreement, a form of which Escrow Agreement is attached hereto as Exhibit "B." The forms and terms of the Loan Agreement, Escrow Agreement and the Note (collectively, the "Loan Documents") attached hereto are hereby approved, and the Authorized Signatories are authorized on behalf of the District to execute and deliver the same, with such changes, insertions, omissions and filling of blanks as may be approved by the Authorized Signatories, including the principal amount of the Note but not to exceed the Loan Amount, such approval to be conclusively evidenced by the execution thereof by the Authorized Signatories signing the same. The Secretary may authenticate or attest the signatures of the Authorized Signatories on the Note and the Loan Agreement.

Section 6. Loan Agreement Not to be General Obligation or Indebtedness of the District. The Loan Agreement and the obligations of the District thereunder shall not be deemed to constitute general obligations or a pledge of the full faith and credit of the District, the State of Florida or any political subdivision thereof within the meaning of any constitutional, legislative or charter provision or limitation, but shall be payable solely from and secured by a lien upon and a pledge of the Pledged Revenues (as defined in the Loan Agreement), and subject to the conditions set forth in the Loan Agreement. No holder of the Loan shall ever have the right, directly or indirectly, to require or compel the exercise of the ad valorem taxing power of the District or any other political subdivision of the State of Florida or taxation in any form on any real or personal property for any purpose, including, without limitation, for the payment of debt service with respect thereto, nor shall any holder or owner of the Note be entitled to payment of such principal and interest from any other funds of the District other than the Pledged Revenues, all in the manner and to the extent herein and in the Loan Agreement provided. The Loan Agreement, the Note and the indebtedness evidenced thereby shall not constitute a lien upon any real or personal property of the District, or any part thereof, or any other tangible personal property of or in the District, but shall constitute a lien only on the Pledged Revenues, all in the manner and to the extent provided herein and in the Loan Agreement.

Section 7. Pledge. The payment of the principal of and interest on the Loan and other payments due under the Loan Agreement shall be secured forthwith equally and ratably by an irrevocable lien on the Pledged Revenues, all in the manner and to the extent provided herein and in the Loan Agreement. The District does hereby irrevocably pledge such Pledged Revenues to the payment of the principal of and interest on the Loan and other payments due under the Loan Agreement.

Section 8. Application of Proceeds. The proceeds of the Loan shall be applied to finance the costs of the Project, capitalize interest on the Note and to pay costs of issuance of the Note. Any proceeds not needed to pay costs of the Project, finance capitalized interest on the Note or costs of issuance of the Loan shall be applied to pay principal and interest on the next succeeding payment date.

Section 9. Designation of Qualified Tax Exempt Obligation. The District designates the Note as a "qualified tax-exempt obligation" within the meaning of Section 265(b)(3) of the Internal Revenue Code of 1986, as amended (the "Code"). The District and any issuer of "tax-exempt" debt that issues "on behalf of" the District do not reasonably expect during the calendar year 2025 to issue more than \$10,000,000 of "tax-exempt" obligations including the Note, exclusive of any private activity bonds as defined in Section 141(a) of the Code (except for qualified 501(c)(3) bonds as defined in Section 145 of the Code).

Section 10. Severability. If any provision of this Resolution shall be held or deemed to be or shall, in fact, be illegal, inoperative or unenforceable in any context, the same shall not affect any other provision herein or render any other provision (or such provision in any other context) invalid, inoperative or unenforceable to any extent whatever.

Section 11. Applicable Provisions of Law. This Resolution shall be governed by and construed in accordance with the laws of the State of Florida.

Section 12. Authorizations. The Authorized Signatories are hereby authorized to execute and deliver on behalf of the District the Loan Agreement as provided hereby. All officials and employees of the District, including, without limitation, the Authorized Signatories, are authorized and empowered, collectively or individually, to take all other actions and steps and to execute all instruments, documents, and contracts on behalf of the District as they shall deem necessary or desirable in connection with the completion of the Loan and the carrying out of the intention of this Resolution.

Section 13. Repealer. All resolutions or parts thereof in conflict herewith are hereby repealed.

Section 14. Effective Date. This Resolution shall take effect immediately upon its adoption.

Passed and duly adopted by the Pinellas Suncoast Fire & Rescue District Board of Commissioners of Pinellas County, Florida this 25th day of February, 2025.

**PINELLAS SUNCOAST FIRE & RESCUE DISTRICT
BOARD OF COMMISSIONERS:**

BY:

ATTEST:

Elizabeth (Betsey) McKenna
Chair

Mark Bolling
Vice Chair

EXHIBIT "A"

FORM OF LOAN AGREEMENT (WITH ATTACHED FORM OF NOTE)



LOAN AGREEMENT

BETWEEN

PINELLAS SUNCOAST FIRE & RESCUE DISTRICT

AND

TRUIST COMMERCIAL EQUITY, INC.

Dated as of February 28, 2025



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EXHIBIT A - FORM OF NOTE

This **LOAN AGREEMENT** (this "Agreement") is made and entered into as of February 28, 2025, by and between **PINELLAS SUNCOAST FIRE & RESCUE DISTRICT**, an independent special fire control and rescue district in Pinellas County, Florida duly organized and validly existing under the laws of the State of Florida, and its successors as may be provided by law (the "District"), and **TRUIST COMMERCIAL EQUITY, INC.**, and its successors and assigns (the "Noteholder");

WITNESSETH:

WHEREAS, the District is authorized by provisions of the Florida Constitution, Chapters 189 and 191, Florida Statutes, the Charter (as defined herein) and other applicable provisions of law (collectively, the "Act") to, among other things, acquire by purchase real and personal property for any purpose authorized by Chapter 191, Florida Statutes and to borrow money when necessary to carry out the District's duties; and

WHEREAS, the Commissioners of the District duly adopted resolution on February 25, 2025 (the "Resolution"), authorizing, among other things, the issuance of the Pinellas Suncoast Fire & Rescue District Revenue Note, Series 2025 (the "Note") for the purpose of financing certain Costs (as hereinafter defined) of the Project, funding capitalized interest on the Note and paying costs of issuing the Note; and

WHEREAS, the District hereby determines that it is desirable and in the best interest of the District to enter into this Agreement whereby the District will borrow funds (the "Loan") from the Noteholder for the purpose of (i) financing the Costs of the Project, (ii) funding capitalized interest on the Note, and (iii) paying costs of issuing the Note, and to evidence the obligation of the District to repay such Loan the District shall deliver the Note to the Noteholder in an amount of \$5,000,000; and

WHEREAS, the Note shall be issued pursuant to the terms and provisions of the Resolution and this Agreement; and

WHEREAS, the execution and delivery of this Agreement and the Note have been duly authorized by the Resolution.

NOW, THEREFORE, THIS AGREEMENT WITNESSETH:

That the parties hereto, intending to be legally bound hereby and in consideration of the mutual covenants hereinafter contained, **DO HEREBY AGREE** as follows:

[Remainder of page intentionally left blank]

ARTICLE I

DEFINITION OF TERMS

SECTION 1.01. DEFINITIONS. The terms defined in this Article I shall, for all purposes of this Agreement, have the meanings in this Article I specified, unless the context clearly otherwise requires.

"Act" shall mean the Florida Constitution, Chapters 189 and 191, Florida Statutes, the Charter and other applicable provisions of law.

"Agreement" shall mean this Loan Agreement, dated February 28, 2025, between the District and the Noteholder and any and all modifications, alterations, amendments and supplements hereto made in accordance with the provisions hereof.

"Annual Budget" means the budget or budgets, as amended and supplemented from time to time, prepared by the District for each fiscal year in accordance with the laws of the State.

"Assessment Receipts" means the Non-Ad Valorem Assessments levied and collected that are legally available to pay amounts owing hereunder and under the Note.

"Board" shall mean the Board of Commissioners, the governing board of the District.

"Business Day" shall mean any day other than a Saturday, Sunday or a day on which banking institutions in the State are authorized or required by law to remain closed.

"Charter" shall mean Laws of Florida, Chapter 2000-436, Special Acts of 2000.

"Code" shall mean the Internal Revenue Code of 1986, as amended, and applicable rules and regulations.

"Default Rate" means the lesser of (i) sum of the Prime Rate plus four percentage points (4.0%) or (ii) the maximum lawful rate.

"Determination of Taxability" means that a final decree or judgment of any Federal court or a final action of the Internal Revenue Service determining that interest is includable in the gross income of the Noteholder for Federal income tax purposes as a result of the action or inaction of the District; provided, no Determination of Taxability shall be deemed to occur unless the District has been given written notice of such occurrence and, to the extent permitted by law, an opportunity to participate in and seek, at the District's own expense, a final administrative determination by the Internal Revenue Service or determination by a court of competent jurisdiction (from which no further right of appeal exists) as to the occurrence of such Determination of Taxability. For all purposes of this definition, the effective date of any Determination of Taxability will be the first date as of which interest is deemed includable in the gross income of the Noteholder.

"District" shall mean the Pinellas Suncoast Fire & Rescue District, an independent special fire control and rescue district in Pinellas County, Florida, and its successors as may be provided by law.

"Escrow Agent" means Truist Bank.

"Escrow Agreement" means that certain Escrow Agreement among the District, the Noteholder and the Escrow Agent dated the date hereof.

"Escrow Fund" means the Escrow Fund created by the Escrow Agreement.

"Fiscal Year" shall mean the 12-month period commencing on October 1 of any year and ending on September 30 of the immediately succeeding year.

"Interest Rate" shall mean a fixed interest rate equal to 4.59% percent per annum. The Interest Rate is subject to adjustment pursuant to Section 3.03 hereof. Notwithstanding the foregoing, however, after, and during the continuance of, an Event of Default, "Interest Rate" shall mean the Default Rate.

"Loan Documents" means this Agreement, the Resolution, the Escrow Agreement and the Note.

"Maturity Date" shall mean February 1, 2040.

"Non-Ad Valorem Assessments" shall mean the non-ad valorem assessments levied pursuant to Section 191.009(2), Florida Statutes.

"Note" shall mean the District's Revenue Note authorized to be issued by the Resolution and more particularly described in Article III hereof.

"Note Counsel" shall mean Holland & Knight LLP or any other attorney or firm of attorneys of nationally recognized standing in matters pertaining to the federal tax exemption of interest on obligations issued by states and political subdivisions, and duly admitted to practice law before the highest court of any state of the United States of America.

"Noteholder" shall mean Truist Commercial Equity, Inc., and its successors and assigns.

"Permitted Investments" means obligations in which public funds of the District are authorized to be invested under the laws of the State.

"Pledged Revenues" shall mean the (i) Assessment Receipts and (ii) any investment earnings on the Assessment Receipts Fund created pursuant to Section 3.04 hereof.

"Prime Rate" means, the per annum rate which the Noteholder's affiliate Truist Bank announces from time to time to be its prime rate, as in effect from time to time. The prime rate is a reference or benchmark rate, is purely discretionary and does not necessarily represent the lowest or best rate charged to borrowing customers. The Noteholder's affiliate Truist Bank may make commercial loans or other loans at rates of interest at, above or below the prime rate. Each change

in the prime rate shall be effective from and including the date such change is announced as being effective.

"Project" shall mean the construction and equipping of a new fire station to serve the residents of the District.

"Resolution" shall mean the resolution adopted by the District on February 25, 2025, which among other things authorized the execution and delivery of this Loan Agreement and the issuance of the Note.

"State" shall mean the State of Florida.

"Tax Certificate" shall mean the Certificate as to Arbitrage and certain Other Tax Matters to be executed by the District in connection with the issuance of the Note, as such Certificate may be amended from time to time.

"Taxable Period" shall mean the period of time between (a) the date that interest on the Note is deemed to be includable in the gross income of the owner thereof for federal income tax purposes as a result of an Determination of Taxability, and (b) the date of the Determination of Taxability and after which the Note bears interest at the Taxable Rate.

"Taxable Rate" shall mean the interest rate per annum that shall provide the Noteholder with the same after tax yield that the Noteholder would have otherwise received had the Determination of Taxability not occurred, taking into account the increased taxable income of the Noteholder as a result of such Determination of Taxability. The Noteholder shall provide the District with a written statement explaining the calculation of the Taxable Rate, which statement shall, in the absence of manifest error, be conclusive and binding on the District.

SECTION 1.02. INTERPRETATION. Unless the context clearly requires otherwise, words of masculine gender shall be construed to include correlative words of the feminine and neuter genders and vice versa, and words of the singular number shall be construed to include correlative words of the plural number and vice versa. Any capitalized terms used in this Agreement not herein defined shall have the meaning ascribed to such terms in the Resolution. This Agreement and all the terms and provisions hereof shall be construed to effectuate the purpose set forth herein and to sustain the validity hereof.

SECTION 1.03. TITLES AND HEADINGS. The titles and headings of the articles and sections of this Agreement, which have been inserted for convenience of reference only and are not to be considered a part hereof, shall not in any way modify or restrict any of the terms and provisions hereof, and shall not be considered or given any effect in construing this Agreement or any provision hereof or in ascertaining intent, if any question of intent should arise.

ARTICLE II

REPRESENTATIONS, WARRANTIES AND COVENANTS; SECURITY FOR NOTE

SECTION 2.01. REPRESENTATIONS BY THE DISTRICT. The District represents, warrants and covenants that:

(a) The District is an independent special fire control and rescue district in Pinellas County, Florida duly organized and validly existing under the constitution and other laws of the State. Pursuant to the Charter and the Resolution, the District has duly authorized the execution and delivery of the Loan Documents, the performance by the District of all of its obligations hereunder, and the issuance of the Note in the principal amount of \$5,000,000.

(b) The District has complied with all of the provisions of the constitution and laws of the State, including the Act, and has full power and authority to enter into and consummate all transactions contemplated by the Loan Documents or under the Note, and to perform all of its obligations hereunder and under the Note; and, to the best knowledge of the District, the transactions contemplated hereby do not conflict with the terms of any statute, order, rule, regulation, judgment, decree, agreement, instrument or commitment to which the District is a party or by which the District is bound.

(c) The total annual payments for the principal and interest on the Note does not exceed 50% of the total annual budgeted revenues of the District.

(d) The District is duly authorized and entitled to issue the Note and enter into this Agreement and, when executed and delivered, the Note and the Loan Documents will each constitute a legal, valid and binding obligation of the District enforceable in accordance with its respective terms, subject as to enforceability to bankruptcy, insolvency, moratorium, reorganization or other similar laws affecting creditors' rights generally, or by the exercise of judicial discretion in accordance with general principles of equity.

(e) There are no actions, suits or proceedings pending or, to the best knowledge of the District, threatened against or affecting the District, at law or in equity, or before or by any governmental authority, that, if adversely determined, would materially impair the ability of the District to perform the District's obligations under the Loan Documents or under the Note.

(f) Commencing with the Fiscal Year ending 2025, the District shall, promptly upon receipt by the District or within two hundred seventy (270) days of each Fiscal Year end, whichever is sooner, provide the Noteholder with a copy of its annual financial statements for such year, prepared in accordance with generally accepted accounting principles together with an audit report of a certified public accountant containing no qualification that is not acceptable to the Noteholder. Commencing with the budget for the Fiscal Year ending 2026, the District shall also provide to the Noteholder, within thirty (30) days of its adoption, its current year Annual Budget, and, upon request, any other financial information reasonably requested by such Noteholder.

(g) The District is duly authorized to use the Assessment Receipts to finance the Project, fund capitalized interest on the Note and pay costs of issuance related to the Note pursuant

to the Act and the Assessment Receipts pledged herein are being used to pay costs of projects within the District.

SECTION 2.02. TAX COVENANT. In order to maintain the exclusion from gross income for purposes of federal income taxation of interest on the Note, the District shall comply with each requirement of the Code applicable to the Note. In furtherance of the covenant contained in the preceding sentence, the District agrees to continually comply with the provisions of the Tax Certificate, which is incorporated fully by reference herein, as a source of guidance for achieving compliance with the Code.

(a) The District shall make any and all rebate payments required to be made to the United States Department of the Treasury in connection with the Note pursuant to Section 148(f) of the Code.

(b) So long as necessary in order to maintain the exclusion from gross income of interest on the Note for federal income tax purposes, the covenants contained in this Section shall survive the payment for the Note and the interest thereon, including any payment or defeasance thereof.

(c) The District shall not take or permit any action or fail to take any action which would cause the Note to be an "arbitrage bond" within the meaning of Section 148(a) of the Code.

SECTION 2.03. NOTE SHALL NOT BE INDEBTEDNESS OF THE DISTRICT OR STATE. The Note, when delivered by the District pursuant to the terms of this Agreement, shall not be or constitute an indebtedness of the District, the State of Florida or any political subdivision or agency thereof, within the meaning of any constitutional, statutory or charter limitations of indebtedness, but shall be payable solely as herein provided. Ad valorem revenues are not being used to pay the Note, and the Noteholder shall never have the right to compel the exercise of the ad valorem taxing power of the District, or taxation in any form on any property therein to pay the Note or the interest thereon. The Note is a special and limited obligation secured by and payable as to principal and interest from the Pledged Revenues, to the extent and in the manner provided herein.

SECTION 2.04. SECURITY FOR NOTE. The payment of the principal of or redemption price, if applicable, and interest on the Note shall be secured forthwith by a pledge of and lien upon the Pledged Revenues. The District does hereby irrevocably pledge the Pledged Revenues to the payment of the principal of, redemption price, if applicable, and interest on the Note.

The District promises that it will promptly pay the principal of and interest on the Note at the place, on the dates and in the manner provided therein according to the true intent and meaning hereof and thereof, provided that the principal of and interest on the Note is payable solely from the Pledged Revenues, and nothing in the Note or this Agreement shall be construed as pledging any other funds or assets to such payment or as authorizing such payment to be made from any other source. The District is not and shall not be liable for the payment of the principal of and interest on the Note or for the performance of any pledge, obligation or agreement for payment undertaken by the District hereunder or under the Note from any property other than the Pledged

Revenues. The Noteholder shall not have any right to resort to legal or equitable action to require or compel the payment of any amount required by the Note or the Loan Agreement from any source other than the Pledged Revenues.

SECTION 2.05. MAINTENANCE OF EXISTENCE. The District covenants that it will at all times maintain its existence until all amounts due and owing from the District to the Noteholder hereunder and under the Note have been paid in full.

SECTION 2.06. ASSESSMENTS. The District has the requisite authority and power to assess and collect the Non-Ad Valorem Assessments pursuant to Section 191.009(2), Florida Statutes. The District will keep the Non-Ad Valorem Assessments separate from other revenues of the District.

SECTION 2.07. PLEDGED REVENUES. The District covenants that it will take all actions necessary to continue to timely receive the Assessment Receipts until all amounts due and owing from the District to the Noteholder hereunder and under the Note have been paid in full. The District will not take any action which will impair or adversely affect its receipt of the Assessment Receipts, as herein pledged, or impair or adversely affect in any manner the pledge of the Assessment Receipts made herein or the rights of the Noteholder.

SECTION 2.08. BOOKS AND RECORDS. The District will keep proper books of record and account in which full, true and correct entries in accordance with GAAP. All financial data required to be submitted pursuant to this Agreement shall be prepared in conformity with GAAP applied on a consistent basis, as in effect from time to time, applied in a manner consistent with that used in preparing the financial statements.

SECTION 2.09. VISITATION AND INSPECTION. To the extent permitted by law, the District will permit any person designated by the Noteholder (at the expense of the Noteholder, unless and until a default or Event of Default has occurred, at which time such expenses shall be borne by the District) to visit any of the offices of the District to examine the books and financial records (except books and financial records the examination of which by the Noteholder is prohibited by law or by attorney or client privilege), including minutes of meetings of any relevant governmental committees or agencies, and make copies thereof or extracts therefrom, and to discuss the affairs, finances and accounts of the District with their principal officials, all at such reasonable times and as often as the Noteholder may reasonably request.

SECTION 2.10. PAYMENT OF EXPENSES. The District shall pay the following: (a) upon demand for all reasonable out-of-pocket expenses (including reasonable attorneys' and paralegals' fees and legal expenses) incurred by the Noteholder in connection with the negotiation of any amendment or restructuring, whether or not consummated, of this Agreement, the Note or documents related thereto made at the request of the District, and (b) in the event of the occurrence of any Event of Default, the Noteholder shall be entitled to recover from the District, whether suit be brought or not, all reasonable costs, expenses and reasonable attorneys' fees and paralegals' fees incurred by the Noteholder in connection therewith, including those on appeal or in administrative or bankruptcy proceedings.

SECTION 2.11. SOVEREIGN IMMUNITY. To the extent authorized by applicable law, the District agrees to waive sovereign immunity from suit and liability for the purposes of adjudicating a claim to enforce its duties and obligations under this Agreement and the Note or for damages for a breach of any of the foregoing, except to the extent that any such proceeding seeks enforcement based on tort or similar claim and in such case such defense is only available to the extent set forth under Florida Statutes, Section 768.28 or other similarly applicable provisions of law.

SECTION 2.12. LIMITATION ON INDEBTEDNESS. The District agrees that it will not incur any indebtedness (as such term is defined for financial accounting purposes) secured by the Pledged Revenues without the prior written consent of the Noteholder, unless the District provides to the Noteholder at least 10 Business Days prior to the issuance thereof a certificate to the effect that, upon the issuance of the additional indebtedness secured by the Pledged Revenues, the Debt Service Coverage Ratio on Assessment Receipts Obligations is at least 1.10 to 1.

For the purposes of this section:

(1) "Assessment Receipts Obligations" means debt service on all indebtedness of the District, including any additional indebtedness proposed to be issued which are secured by the Pledged Revenues.

(2) "Debt Service Coverage Ratio on Assessment Receipts Obligations" means the ratio of (i) the average amount of Assessment Receipts for the two most recently ended Fiscal Years of the District for which audited financial statements are available, to (ii) the Maximum Annual Debt Service.

(3) "Maximum Annual Debt Service" means with respect to the Note together with any other indebtedness secured by the Pledged Revenues, the maximum aggregate principal of and interest due on such obligations in any Fiscal Year. For purposes of calculating Maximum Annual Debt Service, with respect to indebtedness bearing interest at a variable rate, the obligation shall be assumed to bear interest at a rate equal to the weighted average interest rates which were in effect for the most recent twelve (12) month period immediately preceding the date of calculation. With respect to additional indebtedness proposed to be issued and variable rate obligations that have been outstanding for less than twelve (12) months, the interest rate shall be assumed to be a rate equal to (a) if interest on such variable rate debt is excluded from gross income for federal income tax purposes, The Bond Buyer Revenue Bond Index last published in the calendar month immediately preceding the date of calculation and (b) if interest on such variable rate debt is not excluded from gross income for federal income tax purposes, the yield on U.S. Treasury obligations with a constant maturity closest to the maturity of such variable rate debt reported in Statistical Release H.15 last published by the Federal Reserve in the calendar month immediately preceding the date of calculation, plus 50 basis points.

ARTICLE III

DESCRIPTION OF NOTE; PAYMENT TERMS; OPTIONAL PREPAYMENT

SECTION 3.01. DESCRIPTION OF THE NOTE. (a) The District hereby authorizes the issuance and delivery of the Note to the Noteholder which Note shall be in an amount equal to FIVE MILLION DOLLARS (\$5,000,000) and shall be designated as the "Pinellas Suncoast Fire & Rescue District Revenue Note, Series 2025." The text of the Note shall be substantially in the form attached hereto as Exhibit A, with such omissions, insertions and variations as may be necessary and desirable to reflect the particular terms of the Note. The provisions of the form of the Note are hereby incorporated in this Agreement.

(b) The Note shall be dated the date of its delivery. The Note shall be executed in the name of the District by the manual signature of the Chair or the commissioner designated in the Resolution and attested by the manual signature of the Secretary/Treasurer. In case any one or more of the officers, who shall have signed the Note, shall cease to be such officer of the District before the Note so signed shall have been actually delivered, such Note may nevertheless be delivered as herein provided and may be issued as if the person who signed such Note had not ceased to hold such office.

(c) The Note shall bear interest from its date of issuance at the Interest Rate (computed on the basis of a year of three hundred sixty (360) days consisting of twelve (12) thirty (30)-day months) as the same may be adjusted pursuant to Section 3.03 hereof. Interest on the Note shall be payable semi-annually on February 1 and August 1 of each year, commencing August 1, 2025, with a final payment due on the Maturity Date. Principal on the Note shall be payable annually on each February 1, commencing February 1, 2026, with a final payment due on the Maturity Date. The principal amortization installments shall be in the amounts set forth in the Note.

(d) All payments of principal of and interest on the Note shall be payable in any coin or currency of the United States which, at the time of payment, is legal tender for the payment of public and private debts and shall be made to the Noteholder (i) in immediately available funds, and (ii) by delivering to the Noteholder no later than the applicable payment date a wire transfer or in such other manner as the District and the Noteholder shall agree upon in writing. If any payment date is not a Business Day, the corresponding payment shall be due on the next succeeding Business Day with the same force and effect as if made on the nominal date of payment. The District shall maintain books and records with respect to the identity of the holders of the Note, including a complete and accurate record of any assignment of this Agreement and the Note as provided in Section 3.01(f).

(e) The District shall pay the fees of the Noteholder's legal counsel in the amount of \$20,000, plus costs.

(f) The Noteholder's right, title and interest in and to this Agreement, the Note and any amounts payable by the District hereunder may be assigned and reassigned in whole only without the necessity of obtaining the consent of the District; *provided*, that any such assignment, transfer or conveyance shall be made only to an affiliate of the Noteholder or an entity which is a "*qualified*

institutional buyer" as defined in Rule 144A(a)(1) promulgated under the Securities Act of 1933, as amended, and is purchasing this Agreement and the Note for its own account with no present intention to resell or distribute this Agreement and the Note, subject to each Noteholder's right at any time to dispose of or assign this Agreement and the Note as it determines to be in its best interests.

SECTION 3.02. OPTIONAL PREPAYMENT. (a) The Note may be prepaid in whole or in part on any Business Day, upon notice as provided herein, by paying to the Noteholder the principal amount to be prepaid, together with the unpaid interest accrued on the amount of principal so prepaid to the date of such prepayment, and, as applicable, a prepayment fee calculated as follows: (1) for any prepayment on or prior to February 28, 2026, a prepayment fee equal to 3.00% of the principal amount of the Note being prepaid; (2) for any prepayment after February 28, 2026 and on or prior to February 28, 2027, a prepayment fee equal to 2.00% of the principal amount of the Note being prepaid; (3) for any prepayment after February 28, 2027 and on or prior to February 28, 2028, a prepayment fee equal to 1.00% of the principal amount of the Note being prepaid; and (4) for any prepayment after February 28, 2028, no prepayment fee. Prepayments in part shall be applied in the sole discretion of the Noteholder.

(b) Any prepayment of the Note shall be made on such date as shall be specified by the District in a notice delivered to the Noteholder not less than two Business Days prior thereto specifying the principal amount of the Note to be prepaid (which shall be the total principal amount to be outstanding on the prepayment date) and the date that shall be the date of such prepayment. Notice having been given as aforesaid, the amount of the outstanding principal of the Note shall become due and payable on the date of prepayment stated in such notice, together with interest accrued and unpaid to the date of prepayment on the principal amount then being paid. If on the date of prepayment moneys for the payment of the principal amount to be prepaid on the Note, together with interest to the date of prepayment on such principal amount, shall have been paid to the Noteholder as above provided, then from and after the date of prepayment, interest on such prepaid principal amount of the Note shall cease to accrue. If said money shall not have been so paid on the date of prepayment, such principal amount of the Note shall continue to bear interest until payment thereof at the then applicable Interest Rate.

SECTION 3.03. ADJUSTMENT TO INTEREST RATE. Except as otherwise provided herein, upon the occurrence of an Determination of Taxability and for as long as the Note remains outstanding, the Interest Rate on the Note shall be converted to the Taxable Rate and this adjustment shall survive payment on this Note until such time as the federal statute of limitations under which the interest on the this Note could be declared taxable under the Code shall have expired. In addition, upon a Determination of Taxability, the District shall, immediately upon demand, pay to the Noteholder (or prior holders, if applicable) an additional amount equal to the difference between the amount of interest of such Loss of Bank Qualified Status, to an equivalent interest rate per annum.

SECTION 3.04. ASSESSMENT RECEIPTS FUND. The District hereby creates and establishes a special fund to be known as the "Pinellas Suncoast Fire & Rescue District Revenue Note, Series 2025 Assessment Receipts Fund" (the "Assessment Receipts Fund"). All Assessment Receipts received by the District shall immediately be deposited in the Assessment Receipts Fund and applied as provided herein.

Moneys in the Assessment Receipts Fund shall be kept separate and apart from all other funds and accounts of the District, and the funds on deposit therein shall be withdrawn, used and applied by the District in the following order of priority (i) principal or interest due or becoming due during the current Fiscal Year, (ii) all other debt obligations with a pari-passu lien (such other debt shall only be issued upon the written consent of the Noteholder) for that Fiscal Year, and (iii) for any lawful purpose which Assessment Receipts may be utilized, including the daily operations of the District and capital improvement projects. All such funds shall be and constitute trust funds for such purposes, and there is hereby created a lien upon such funds in favor of the Noteholder (and such other pari-passu liens approved in writing by the Noteholder) until such funds are applied as herein provided. Any funds on deposit in the Assessment Receipts Fund that, in the opinion of the District, are not immediately necessary for expenditure, as hereinabove provided, may be invested and reinvested in Permitted Investments which shall mature or be redeemable at not less than par on or before the dates on which such funds are estimated to be needed. All income derived from investment of funds in the Assessment Receipts Fund shall be deposited therein and shall be used to as provided in the foregoing paragraph. Moneys in the Assessment Receipts Fund shall be secured at all times in the manner prescribed by the laws of the State relating to the securing of public funds.

SECTION 3.05. APPLICATION OF PROCEEDS; ESCROW FUND. On the date hereof, the Noteholder shall transfer \$20,000 of the Note proceeds to pay the costs of issuance of the Note in accordance with the closing memorandum delivered on the date hereof. The remaining proceeds of the Note shall be transferred to the Escrow Fund and shall be applied as set forth in the Escrow Agreement.

ARTICLE IV

CONDITIONS FOR ISSUANCE OF THE NOTE

SECTION 4.01. CONDITIONS FOR ISSUANCE. In connection with the issuance of the Note, the Noteholder shall not be obligated to purchase the Note pursuant to this Agreement unless at or prior to the issuance thereof the District delivers to the Noteholder the following items in form and substance acceptable to the Noteholder:

- (a) A fully executed Tax Certificate;
- (b) A copy of a completed and executed Form 8038-G to be filed with the Internal Revenue Service;
- (c) An opinion of counsel to the District, in form and substance acceptable to the Noteholder;
- (d) An opinion of Note Counsel addressed to the Noteholder to the effect that (A) this Agreement and the Note have been duly authorized, executed and delivered by the District and each is an enforceable obligation against the District in accordance with its terms (enforceability of it may be subject to standard bankruptcy exceptions and the like), (B) interest on the Note shall be excludable from gross income for federal income tax purposes, and (C) the Note is a "qualified tax-exempt obligation" for purposes of the Code in accordance with Section 265(b)(3)(B) thereof;

- (e) An executed original of the Escrow Agreement;
- (f) Certified copy of Assessment Resolution; and
- (g) Such additional certificates, instruments and other documents as the Noteholder or Note Counsel may deem necessary or appropriate.

SECTION 4.02. BANK QUALIFIED. The District hereby designates the Note as a "qualified tax-exempt obligation" within the meaning of Section 265(b)(3) of the Code. The District and any subordinate entities of the District and any issuer of "tax-exempt" debt that issues "on behalf of" the District do not reasonably expect during the calendar year 2025 to issue more than \$10,000,000 of "tax-exempt" obligations including the Note, exclusive of any private activity bonds as defined in Section 141(a) of the Code (other than qualified 501(c)(3) bonds as defined in Section 145 of the Code).

ARTICLE V

EVENTS OF DEFAULT; REMEDIES

SECTION 5.01. EVENTS OF DEFAULT. An "Event of Default" shall be deemed to have occurred under this Agreement if:

(a) The District shall fail to make timely payment of principal or interest when due with respect to the Note or Assessment Receipts Obligations or any other amounts due hereunder when due; or

(b) Any statement, representation or warranty made in writing by the District in or pursuant to this Agreement or its execution, delivery or performance shall prove to have been false, incorrect, misleading or breached in any material respect on the date when made; or

(c) The District shall default in the performance of or compliance with any term or covenant contained in this Agreement or the Note, other than a term or covenant a default in the performance of which or noncompliance with which is elsewhere specifically dealt with in this Section 5.01, which default or non-compliance shall continue and not be cured within thirty (30) days after the earlier of (i) the date written notice specifying such failure and requesting that it be remedied, is given to the District by the Noteholder or (ii) the date the District was required to give notice of the event or condition to the Noteholder pursuant to Section 5.03 hereof, unless the Noteholder shall agree in writing to an extension of such time prior to its expiration; or

(d) If the District shall be in default in the payment of principal or interest (giving effect to any applicable grace periods) of any obligation under any other agreement evidencing or securing any other indebtedness of the District to the Noteholder (1) for a period of fifteen (15) days after receipt of written notice from the Noteholder, or (2) that shall have resulted in the acceleration of such other indebtedness by the Noteholder; or

(e) If the validity or enforceability of this Agreement or the Note shall be contested by the District; or if the District shall deny that it has any or further liability or obligations hereunder or thereunder; or

(f) The District admits in writing its inability to pay its debts generally as they become due or files a petition in bankruptcy or makes an assignment for the benefit of its creditors or consents to the appointment of a receiver or trustee for itself; or

(g) The District is adjudged insolvent by a court of competent jurisdiction, or it is adjudged a bankrupt on a petition in bankruptcy filed by or against the District, or an order, judgment or decree is entered by any court of competent jurisdiction appointing, without the consent of the District, a receiver or trustee of the District or of the whole or any part of its property, and if the aforesaid adjudications, orders, judgments or decrees shall not be vacated or set aside or stayed within sixty (60) days from the date of entry thereof; or

(h) The District shall file a petition or answer seeking reorganization or any arrangement under the federal bankruptcy laws or any other applicable law or statute of the United States of America or the State.

Notwithstanding the provisions of clause (b) above or anything to the contrary in Section 5.02 below, a default of any of the covenants contained in Section 2.02 hereof shall not be an "Event of Default" hereunder and the sole remedy of the Noteholder shall be an adjustment of the interest rate on the Note to the Taxable Rate to the extent and in the manner described herein and in the Note.

SECTION 5.02. REMEDIES.

Upon the occurrence and during the continuance of any Event of Default, the Noteholder may take one or more of the following actions at any time and from time to time (regardless of whether the actions are taken at the same or different times):

(a) by written notice to the District, increase the interest rate on the Note to the Default Rate;

(b) by written notice to the District, declare the outstanding amount of the Note to be immediately due and payable without presentment, demand, protest or further notice of any kind, all of which are hereby expressly waived;

(c) cure any Default, Event of Default or event of nonperformance hereunder or under any Loan Document; *provided, however*, that the Noteholder shall have no obligation to effect such a cure; and

(d) exercise, or cause to be exercised, any and all remedies as it may have hereunder or under the Note and as otherwise available at Law and at equity.

Nothing in this Section shall be construed to prohibit the District from taking any action, to the extent permitted by applicable law, to remedy any Event of Default.

SECTION 5.03. NOTICE OF DEFAULTS.

The District shall within five (5) Business Days after it acquires knowledge thereof, notify the Noteholder in writing at its notice address as provided herein (a) of any change in any material

fact or circumstance represented or warranted by the District in this Agreement or in connection with the issuance of the Note, (b) upon the happening, occurrence, or existence of any Event of Default, and (c) any event or condition which with the passage of time or giving of notice, or both, would constitute an Event of Default, and shall provide the Noteholder, with such written notice, a detailed statement by a responsible officer of the District of all relevant facts and the action being taken or proposed to be taken by the District with respect thereto. Regardless of the date of receipt of such notice by the Noteholder, such date shall not in any way modify the date of occurrence of the actual Event of Default.

ARTICLE VI

MISCELLANEOUS

SECTION 6.01. AMENDMENTS, CHANGES OR MODIFICATIONS TO THE AGREEMENT. This Agreement shall not be amended, changed or modified without the prior written consent of the Noteholder and the District.

SECTION 6.02. COUNTERPARTS. This Agreement may be executed in any number of counterparts, each of which, when so executed and delivered, shall be an original; but such counterparts shall together constitute but one and the same Agreement, and, in making proof of this Agreement, it shall not be necessary to produce or account for more than one such counterpart.

SECTION 6.03. SEVERABILITY. If any clause, provision or section of this Agreement shall be held illegal or invalid by any court, the invalidity of such provisions or sections shall not affect any other provisions or sections hereof, and this Agreement shall be construed and enforced to the end that the transactions contemplated hereby be effected and the obligations contemplated hereby be enforced, as if such illegal or invalid clause, provision or section had not been contained herein.

SECTION 6.04. TERM OF AGREEMENT. This Agreement shall be in full force and effect from the date hereof and shall continue in effect as long as the Note is outstanding.

SECTION 6.05. NOTICES. Any notices or other communications required or permitted hereunder shall be sufficiently given if delivered personally or sent registered or certified mail, postage prepaid, to the Pinellas Suncoast Fire & Rescue District, 304 First Street, Indian Rocks Beach, Florida 33785, Attention: Erin Brooks, Finance Director, and to the Noteholder, Truist Commercial Equity, Inc., 401 East Jackson Street, 20th Floor, Mail Code FL-Tampa-4105, Tampa, Florida 33602, or at such other address as shall be furnished in writing by any such party to the other, and shall be deemed to have been given as of the date so delivered or deposited in the United States mail.

SECTION 6.06. NO THIRD-PARTY BENEFICIARIES. This Agreement is for the benefit of the District and the Noteholder and their respective successors and assigns, and there shall be no third-party beneficiary with respect thereto.

SECTION 6.07. PATRIOT ACT NOTICE. The Noteholder hereby notifies the District that, pursuant to the requirements of the USA Patriot Act (Title III of Pub. L. 107 56

(signed into law October 26, 2001)) (as amended from time to time, the "Patriot Act"), the Noteholder may be required to obtain, verify and record information that identifies the District, which information may include the name and address of the District and other information that will allow the Noteholder to identify the District in accordance with the Patriot Act, and the District hereby agrees to take any action necessary to enable the Noteholder to comply with the requirements of the Patriot Act.

SECTION 6.08. NO ADVISORY OR FIDUCIARY RELATIONSHIP. In connection with all aspects of each transaction contemplated hereunder (including in connection with any amendment, waiver or other modification hereof or of any other documents related hereto), the District acknowledges and agrees, that: (a) (i) it has consulted its own legal, accounting, regulatory and tax advisors to the extent it has deemed appropriate, (ii) it is capable of evaluating, and understands and accepts, the terms, risks and conditions of the transactions contemplated hereby and any other Loan Documents, (iii) the Noteholder is not acting as a municipal advisor or financial advisor to the District and (iv) the Noteholder has no fiduciary duty pursuant to Section 15B of the Securities Exchange Act to the District with respect to the transactions contemplated hereby and the discussions, undertakings and procedures leading thereto (irrespective of whether the Noteholder has provided other services or is currently providing other services to the District on other matters); (b) (i) the Noteholder is and has been acting solely as a principal in an arm's length commercial lending transaction and has not been, is not, and will not be acting as an advisor, agent or fiduciary, for the District, or any other person and (ii) the Noteholder has no obligation to the District, with respect to the transactions contemplated hereby except those obligations expressly set forth herein and in the other Loan Documents; (c) notwithstanding anything herein to the contrary, it is the intention of the District and the Noteholder that the loan documents represent a commercial loan transaction not involving the issuance and sale of a municipal security, and that any bond, note or other debt instrument that may be delivered to the Noteholder is delivered solely to evidence the repayment obligations of the District under the Loan Documents; and (d) the Noteholder may be engaged in a broad range of transactions that involve interests that differ from those of the District, and the Noteholder has no obligation to disclose any of such interests to the District. To the fullest extent permitted by law, the District hereby waives and releases any claims that it may have against the Noteholder with respect to any breach or alleged breach of agency or fiduciary duty in connection with any aspect of any transactions contemplated hereby. If the District would like a municipal advisor in this transaction that has legal fiduciary duties to the District, the District is free to engage a municipal advisor to serve in that capacity. The transactions contemplated herein and the Note are delivered, pursuant to and in reliance upon the bank exemption and/or the institutional buyer exemption provided under the municipal advisor rules of the Securities and Exchange Commission, Rule 15Ba1-1 et seq, to the extent that such rules apply to the transactions contemplated hereunder.

SECTION 6.09. APPLICABLE LAW AND VENUE. The substantive laws of the State shall govern this Agreement and the Note. The District agrees that certain material events and occurrences relating to the Note bear a reasonable relationship to the laws of Florida and the validity, terms, performance and enforcement of the Note shall be governed by the internal laws of Florida which are applicable to agreements which are negotiated, executed, delivered and performed solely in Florida. Unless applicable law provides otherwise, in the event of any legal proceeding arising out of or related to the Note, the District consents to the jurisdiction and venue

of any federal court located in the United States District Court for the Middle District of Florida or state court located in Pinellas County, Florida.

SECTION 6.10. WAIVER OF JURY TRIAL. The District and the Noteholder hereby knowingly, voluntarily, intentionally, and irrevocably waive, to the fullest extent permitted by applicable law, the right either of them may have to a trial by jury in respect to any litigation, whether in contract or tort, at law or in equity, based hereon or arising out of, under or in connection with the Note and any other document or instrument contemplated to be executed in conjunction with the Note, or any course of conduct, course of dealing, statements (whether verbal or written) or actions of any party hereto. This provision is a material inducement for the Noteholder entering into this Agreement and accepting the Note. Further, the District hereby certifies that no representative or agent of the Noteholder, nor the Noteholder's counsel, has represented, expressly or otherwise, that the Noteholder would not, in the event of such litigation, seek to enforce this waiver of right to jury trial provision.

SECTION 6.11. INCORPORATION BY REFERENCE. All of the terms and obligations of the Resolution are hereby incorporated herein by reference as if said Resolution was fully set forth in this Agreement and the Note.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the date first set forth herein.

**PINELLAS SUNCOAST FIRE & RESCUE
DISTRICT**

By: _____
Elizabeth (Betsey) McKenna, Chair

ATTEST:

By: _____
Heather Fleming Koskinas, Secretary/Treasurer

TRUIST COMMERCIAL EQUITY, INC.

By: _____
Adam L. Horn, Authorized Agent

EXHIBIT A

\$5,000,000

**UNITED STATES OF AMERICA
STATE OF FLORIDA
PINELLAS SUNCOAST FIRE & RESCUE DISTRICT REVENUE NOTE**

<u>Interest Rate</u>	<u>Date of Issuance</u>	<u>Maturity Date</u>
4.59% (subject to adjustment as provided herein)	February 28, 2025	February 1, 2040

KNOW ALL MEN BY THESE PRESENTS, that Pinellas Suncoast Fire & Rescue District (the "District"), for value received, hereby promises to pay, solely from the Pledged Revenues described in the within mentioned Agreement, to the order of TRUIST COMMERCIAL EQUITY, INC., or its successors or assigns (the "Noteholder"), the principal sum of FIVE MILLION DOLLARS (\$5,000,000) pursuant to that certain Loan Agreement by and between the Noteholder and the District, dated as of February 28, 2025 (the "Agreement"), and to pay interest on the outstanding principal amount hereof from the Date of Issuance set forth above, or from the most recent date to which interest has been paid, at the Interest Rate per annum identified above (subject to adjustment as provided in the Agreement) on February 1 and August 1 of each year, commencing on August 1, 2025, so long as any amount under this Note remains outstanding, with a final payment on the Maturity Date identified above. Principal shall be paid on each February 1, commencing February 1, 2026 and on the Maturity Date as set forth in the principal amortization schedule set forth in definitive form in Appendix I attached hereto. The principal and interest on this Note is payable in any coin or currency of the United States of America which, at the time of payment, is legal tender for the payment of public and private debts. No presentment shall be required for any payment on this Note except upon payment in full of all amounts owing hereunder and under the Agreement.

This Note is issued under the authority of and in full compliance with the Constitution and statutes of the State of Florida, including, particularly, Chapters 189 and 191, Florida Statutes, Laws of Florida, Chapter 2000-436, Special Acts of 2000 and the resolution duly adopted by the District on February 25, 2025 (the "Resolution"), as such Resolution may be amended and supplemented from time to time, and is subject to all terms and conditions of the Resolution and the Agreement. Any capitalized term used in this Note and not otherwise defined shall have the meaning ascribed to such term in the Agreement.

This Note is being issued to finance the construction and equipping of a new fire station, to fund capitalized interest on this Note and to pay the costs of issuance of this Note. This Note is payable from the Pledged Revenues of the District in the manner and to the extent provided and described in the Agreement.

This Note shall bear interest at the Interest Rate identified above (computed on the basis of a year of three hundred sixty (360) days consisting of twelve (12) thirty (30)-day months). Such Interest Rate is subject to adjustment as provided in Section 3.03 of the Agreement. The

Noteholder shall provide to the District upon request such documentation to evidence the amount of interest due with respect to the Series 2025 Note upon any such adjustment.

Notwithstanding any provision in this Note to the contrary, in no event shall the interest contracted for, charged or received in connection with this Note (including any other costs or considerations that constitute interest under the laws of the State of Florida which are contracted for, charged or received) exceed the maximum rate of interest allowed under the State of Florida as presently in effect.

All payments made by the District hereon shall apply first to fees, costs, late charges and accrued interest, and then to the principal amount then due on this Note, or shall be applied as otherwise determined by the Noteholder in its sole discretion.

This Note may be prepaid prior to its Maturity Date pursuant to the terms set forth in the Agreement.

This Note, when delivered by the District pursuant to the terms of the Agreement and the Resolution, shall not be or constitute an indebtedness of the District or of the State of Florida, within the meaning of any constitutional, statutory or charter limitations of indebtedness, but shall be payable from the Pledged Revenues of the District, in the manner and to the extent provided in the Agreement and the Resolution. The Noteholder shall never have the right to compel the exercise of the ad valorem taxing power of the District or the State, or taxation in any form of any property therein to pay the Note or the interest thereon.

This Note shall be and have all the qualities and incidents of a negotiable instrument under the commercial laws and the Uniform Commercial Code of the State of Florida, subject to the immediately succeeding paragraph and any provisions for registration and transfer contained in the Agreement. So long as any of this Note shall remain outstanding, the District shall maintain and keep books for the registration and transfer of this Note.

The Noteholder's right, title and interest in and to this Note and any amounts payable by the District hereunder may be assigned and reassigned in whole only without the necessity of obtaining the consent of the District; *provided*, that any such assignment, transfer or conveyance shall be made only to an affiliate of the Noteholder or an entity which is a "*qualified institutional buyer*" as defined in Rule 144A(a)(1) promulgated under the Securities Act of 1933, as amended, and is purchasing this Note for its own account with no present intention to resell or distribute this Note, subject to each Noteholder's right at any time to dispose of or assign the Note as it determines to be in its best interests.

IN WITNESS WHEREOF, the District caused this Note to be signed by the manual signature of the Chair and attested by the manual signature of the Secretary/Treasurer and this Note to be dated the Date of Issuance set forth above.

**PINELLAS SUNCOAST FIRE & RESCUE
DISTRICT**

By: _____
Elizabeth (Betsey) McKenna, Chair

ATTEST:

By: _____
Heather Fleming Koskinas, Secretary/Treasurer

Appendix I

PRINCIPAL AMORTIZATION SCHEDULE

to

Pinellas Suncoast Fire & Rescue District

Revenue Note, Series 2025

dated February 28, 2025

<u>Principal Payment Date</u> <u>(February 1)</u>	<u>Principal</u> <u>Amount</u>
2026	\$222,527.70
2027	250,784.50
2028	262,295.50
2029	274,334.90
2030	286,926.90
2031	300,096.80
2032	313,871.20
2033	328,277.90
2034	343,345.90
2035	359,105.50
2036	375,588.40
2037	392,827.90
2038	410,858.70
2039	429,717.10
2040*	449,441.10

*Final maturity.

EXHIBIT "B"

FORM OF ESCROW AGREEMENT

ESCROW AGREEMENT

THIS ESCROW AGREEMENT (this "Escrow Agreement") is entered into and effective this 28th day of February, 2025, by and among PINELLAS SUNCOAST FIRE & RESCUE DISTRICT, an independent special fire control and rescue district in Pinellas County, Florida duly organized and validly existing under the laws of the State of Florida (the "District"), TRUIST COMMERCIAL EQUITY, INC. (TRUCE) (the "Lender" and together with the District, the "Parties," and individually, a "Party") and TRUIST BANK, a North Carolina banking corporation, as escrow agent ("Escrow Agent").

WHEREAS the District issued its Revenue Note, Series 2025 (the "Note") pursuant to a resolution adopted by the Board of Commissioners of the District on February 25, 2025;

WHEREAS, the Lender and the District are parties to a Loan Agreement dated February 28, 2025 (the "Loan Agreement");

WHEREAS the Parties desire for the Escrow Agent to open an account (the "Escrow Account") into which the Lender will deposit funds to be held, disbursed, and invested by the Escrow Agent in accordance with this Escrow Agreement; and

WHEREAS, the Parties acknowledge that the Escrow Agent is not a party to, and has no duties or obligations under, the Loan Agreement, that all references in this Escrow Agreement to the Loan Agreement are for convenience only, and that the Escrow Agent shall have no implied duties beyond the express duties set forth in this Escrow Agreement.

NOW, THEREFORE, in consideration of the premises herein, the Parties and the Escrow Agent agree as follows:

I. Terms and Conditions

1.1. The Parties hereby appoint the Escrow Agent as their escrow agent for the purposes set forth herein, and the Escrow Agent hereby accepts such appointment under the terms and conditions set forth herein.

1.2. Lender shall remit \$4,979,750.00 (the "Escrow Fund") to the Escrow Agent, using the wire instructions below, to be held by the Escrow Agent and invested and disbursed as provided in this Escrow Agreement.

Bank name: Truist Bank
Routing number: 053101121
Account name: Corporate Trust & Escrow Services
Account number: 5177521228015
Bank Address: 919 E. Main Street, Richmond, VA 23219
For Further Credit (FFC) account name: PSFRD 2025 Sarah B. Lemmerman

1.3. Within three Business Days of receipt of either (a) written instructions ("Instructions") substantially in the form of the payment instruction letter attached hereto as **Exhibit B**, signed by an authorized representative of the District set forth on such Party Certificate of Incumbency provided to the Escrow Agent pursuant to Section 5.1, or (b) a Final Decision (as defined below), in each case specifying the amount of the disbursement and containing instructions for payment of the disbursement, the Escrow Agent shall disburse funds as provided in the Instructions or Final Decision, as the case may be, but only to the extent that funds are collected and available. For purposes of this Escrow Agreement, "Business Day" shall mean any day other than a Saturday, Sunday, or any other day on which the Escrow Agent located at the notice address set forth in Section 4.5 is authorized or required by law or executive order to remain closed. For purposes of this Escrow Agreement, "Final Decision" shall mean a written final order of a court of competent jurisdiction delivered by a Party to the Escrow Agent and accompanied by a written opinion from legal counsel for such Party to the effect that such order is final and not subject to further proceedings or appeal and a written instruction from such Party to the Escrow Agent to effectuate such order. The Escrow Agent shall be entitled conclusively to rely upon any such opinion and instruction and shall have no responsibility to make any determination as to whether such order is from a court of competent jurisdiction or is a final order.

II. Provisions as to Escrow Agent

2.1. This Escrow Agreement expressly and exclusively sets forth the duties of the Escrow Agent with respect to any and all matters pertinent hereto, which duties shall be deemed purely ministerial in nature, and no implied duties or obligations shall be read into this Escrow Agreement against the Escrow Agent. The Escrow Agent shall in no event be deemed to be a fiduciary to any Party or any other person or entity under this Escrow Agreement. The permissive rights of the Escrow Agent to do things enumerated in this Escrow Agreement shall not be construed as duties. In performing its duties under this Escrow Agreement, or upon the claimed failure to perform its duties, the Escrow Agent shall not be liable for any damages, losses, or expenses other than damages, losses or expenses which have been finally adjudicated by a court of competent jurisdiction to have directly resulted from the Escrow Agent's willful misconduct or gross negligence. In no event shall the Escrow Agent be liable for incidental, indirect, special, consequential, or punitive damages of any kind whatsoever (including but not limited to lost profits), even if the Escrow Agent has been advised of the likelihood of such loss or damage and regardless of the form of action. The Escrow Agent shall not be responsible or liable for the failure of any Party to take any action in accordance with this Escrow Agreement. The Escrow Agent shall not be obligated to take any legal action or to commence any proceedings in connection with this Escrow Agreement or any property held hereunder or to appear in, prosecute or defend in any such legal action or proceedings.

2.2. The Parties acknowledge and agree that the Escrow Agent acts hereunder as a depository only and is not responsible or liable in any manner whatsoever for the sufficiency, correctness, genuineness, or validity of the subject matter of this Escrow Agreement or any part thereof, or of any person executing or depositing such subject matter. No provision of this Escrow Agreement shall require the Escrow Agent to risk or advance its own funds or otherwise incur any financial liability or potential financial liability in the performance of its duties or the exercise of its rights under this Escrow Agreement.

2.3. This Escrow Agreement constitutes the entire agreement between the Escrow Agent and the Parties in connection with the subject matter of this Escrow Agreement, and no other agreement entered into between the Parties, or any of them, including, without limitation, the Loan Agreement, shall be considered as adopted or binding, in whole or in part, upon the Escrow Agent notwithstanding that any such other agreement may be deposited with the Escrow Agent or the Escrow Agent may have knowledge thereof.

2.4. The Escrow Agent shall in no way be responsible for nor shall it be its duty to notify any Party or any other person or entity interested in this Escrow Agreement of any payment required or maturity occurring under this Escrow Agreement or under the terms of any instrument deposited herewith unless such notice is explicitly provided for in this Escrow Agreement.

2.5. The Escrow Agent shall be protected in acting upon any written instruction, notice, request, waiver, consent, certificate, receipt, authorization, power of attorney or other paper or document which the Escrow Agent in good faith believes to be genuine and what it purports to be, including, but not limited to, items directing investment or non-investment of funds, items requesting or authorizing release, disbursement or retainage of the subject matter of this Escrow Agreement and items amending the terms of this Escrow Agreement. The Escrow Agent shall be under no duty or obligation to inquire into or investigate the validity, accuracy, or content of any such notice, request, waiver, consent, certificate, receipt, authorization, power of attorney or other paper or document. The Escrow Agent shall have no duty or obligation to make any formulaic calculations of any kind hereunder.

2.6. The Escrow Agent may execute any of its powers and perform any of its duties hereunder directly or through affiliates or agents. The Escrow Agent shall be entitled to seek the advice of legal counsel with respect to any matter arising under this Escrow Agreement and the Escrow Agent shall have no liability and shall be fully protected with respect to any action taken or omitted pursuant to the advice of such legal counsel. The Parties shall be jointly and severally liable for and shall promptly pay upon demand by the Escrow Agent the reasonable and documented fees and expenses of any such legal counsel.

2.7. In the event of any disagreement between any of the Parties, or between any of them and any other person or entity, resulting in adverse claims or demands being made in connection with the matters covered by this Escrow Agreement, or in the event that the Escrow Agent, in good faith, is in doubt as to what action it should take hereunder, the Escrow Agent may, at its option, refuse to comply with any claims or demands on it, or refuse to take any other action hereunder, so long as such disagreement continues or such doubt exists,

and in any such event, the Escrow Agent shall not be or become liable in any way or to any Party or other person or entity for its failure or refusal to act, and the Escrow Agent shall be entitled to continue to refrain from acting until (i) the rights of the Parties and all other interested persons and entities shall have been fully and finally adjudicated by a court of competent jurisdiction, or (ii) all differences shall have been settled and all doubt resolved by agreement among all of the Parties and all other interested persons and entities, and the Escrow Agent shall have been notified thereof in writing signed by the Parties and all such persons and entities. Notwithstanding the preceding, the Escrow Agent may in its discretion obey the order, judgment, decree or levy of any court, whether with or without jurisdiction, or of an agency of the United States or any political subdivision thereof, or of any agency of any State of the United States or of any political subdivision of any thereof, and the Escrow Agent is hereby authorized in its sole discretion to comply with and obey any such orders, judgments, decrees or levies. The rights of the Escrow Agent under this sub-paragraph are cumulative of all other rights which it may have by law or otherwise.

In the event of any disagreement or doubt, as described above, the Escrow Agent shall have the right, in addition to the rights described above and at the election of the Escrow Agent, to tender into the registry or custody of any court having jurisdiction, all funds and property held under this Escrow Agreement, and the Escrow Agent shall have the right to take such other legal action as may be appropriate or necessary, in the sole discretion of the Escrow Agent. Upon such tender, the Parties agree that the Escrow Agent shall be discharged from all further duties under this Escrow Agreement; provided, however, that any such action of the Escrow Agent shall not deprive the Escrow Agent of its compensation and right to reimbursement of expenses hereunder arising prior to such action and discharge of the Escrow Agent of its duties hereunder.

2.8. To the extent permitted by applicable law, the Parties jointly and severally agree to indemnify, defend and hold harmless the Escrow Agent and each of the Escrow Agent's officers, directors, agents and employees (the "Indemnified Parties") from and against any and all losses, liabilities, claims made by any Party or any other person or entity, damages, expenses and costs (including, without limitation, attorneys' fees and expenses) of every nature whatsoever (collectively, "Losses") which any such Indemnified Party may incur and which arise directly or indirectly from this Escrow Agreement or which arise directly or indirectly by virtue of the Escrow Agent's undertaking to serve as Escrow Agent hereunder; provided, however, that no Indemnified Party shall be entitled to indemnity with respect to Losses that have been finally adjudicated by a court of competent jurisdiction to have been directly caused by such Indemnified Party's gross negligence or willful misconduct. The provisions of this section shall survive the termination of this Escrow Agreement and any resignation or removal of the Escrow Agent.

2.9. Any entity into which the Escrow Agent may be merged or converted or with which it may be consolidated, or any entity to which all or substantially all the escrow business of the Escrow Agent may be transferred, shall be the Escrow Agent under this Escrow Agreement without further act.

2.10. The Escrow Agent may resign at any time from its obligations under this Escrow Agreement by providing written notice to the Parties. Such resignation shall be effective on the date set forth in such written notice, which shall be no earlier than thirty (30) days after such written notice has been furnished. In such event, the Parties shall promptly appoint a successor escrow agent. In the event no successor escrow agent has been appointed on or prior to the date such resignation is to become effective, the Escrow Agent shall be entitled to tender into the custody of any court of competent jurisdiction all funds and other property then held by the Escrow Agent hereunder and the Escrow Agent shall thereupon be relieved of all further duties and obligations under this Escrow Agreement; provided, however, that any such action of the Escrow Agent shall not deprive the Escrow Agent of its compensation and right to reimbursement of expenses hereunder arising prior to such action and discharge of the Escrow Agent of its duties hereunder. The Escrow Agent shall have no responsibility for the appointment of a successor escrow agent hereunder.

2.11. The Escrow Agent and any director, officer or employee of the Escrow Agent may become financially interested in any transaction in which any of the Parties may be interested and may contract with and lend money to any Party and otherwise act as fully and freely as though it were not escrow agent under this Escrow Agreement. Nothing herein shall preclude the Escrow Agent from acting in any other capacity for any Party.

III. Compensation of Escrow Agent

3.1. The Parties jointly and severally agree to pay to the Escrow Agent compensation, and to reimburse the Escrow Agent for costs and expenses, all in accordance with the provisions of **Exhibit C** hereto, which is

incorporated herein by reference and made a part hereof. The fees agreed upon for the services rendered hereunder are intended as full compensation for the Escrow Agent's services as contemplated by this Escrow Agreement; provided, however, that in the event that the conditions for the disbursement of funds are not fulfilled, or the Escrow Agent renders any service not contemplated in this Escrow Agreement, or there is any assignment of interest in the subject matter of this Escrow Agreement or any material modification hereof, or if any dispute or controversy arises hereunder, or the Escrow Agent is made a party to any litigation pertaining to this Escrow Agreement or the subject matter hereof, then the Parties jointly and severally agree to compensate the Escrow Agent for such extraordinary services and reimburse the Escrow Agent for all costs and expenses, including reasonable attorneys' fees and expenses, occasioned by any such event. In the event the Escrow Agent is authorized to make a distribution of funds to any Party (or at the direction of any Party) pursuant to the terms of this Escrow Agreement, and fees or expenses are then due and payable to the Escrow Agent pursuant to the terms of this Escrow Agreement (including, without limitation, amounts owed under this Section 3.1 and Section 2.8) by the Party receiving or directing such distribution, the Escrow Agent is authorized to offset and deduct such amounts due and payable to it from such distribution. The Escrow Agent shall have, and is hereby granted, a prior lien upon and first priority security interest in the Escrow Fund (and the income accrued thereon) with respect to its unpaid fees, non-reimbursed expenses and unsatisfied indemnification rights, superior to the interests of any other persons or entities and without judicial action to foreclose such lien and security interest, and the Escrow Agent shall have and is hereby granted the right to set off and deduct any unpaid fees, non-reimbursed expenses and unsatisfied indemnification rights from the Escrow Fund (and the income accrued thereon). The provisions of this section shall survive the termination of this Escrow Agreement and any resignation or removal of the Escrow Agent.

IV. Miscellaneous

4.1. The Escrow Agent shall make no disbursement, investment, or other use of funds until and unless it has collected funds. The Escrow Agent shall not be liable for collection items until the proceeds of the same in actual cash have been received or the Federal Reserve has given the Escrow Agent credit for the funds.

4.2. The Escrow Agent shall invest all funds held pursuant to this Escrow Agreement in the Insured Cash Sweep Premium Smart Cash Management. The investments in the Insured Cash Sweep Premium Smart Cash Management are insured, subject to the applicable rules and regulations of the Federal Deposit Insurance Corporation (the "FDIC"), in the standard FDIC insurance amount of \$250,000, including principal and accrued income, and are not secured. The Insured Cash Sweep Premium Smart Cash Management is more fully described in materials which have been furnished to the Parties by the Escrow Agent, and the Parties acknowledge receipt of such materials from the Escrow Agent. Instructions to make any other investment must be in writing and signed by each of the Parties. The Parties recognize and agree that the Escrow Agent will not provide supervision, recommendations or advice relating to the investment of moneys held hereunder or the purchase, sale, retention or other disposition of any investment, and the Escrow Agent shall not be liable to any Party or any other person or entity for any loss incurred in connection with any such investment. The Escrow Agent is hereby authorized to execute purchases and sales of investments through the facilities of its own trading or capital markets operations or those of any affiliated entity. The Escrow Agent or any of its affiliates may receive compensation with respect to any investment directed hereunder including without limitation charging any applicable agency fee in connection with each transaction. The Escrow Agent shall use its best efforts to invest funds on a timely basis upon receipt of such funds; provided, however, that the Escrow Agent shall in no event be liable for compensation to any Party or other person or entity related to funds which are held un-invested or funds which are not invested timely. The Escrow Agent is authorized and directed to sell or redeem any investments as it deems necessary to make any payments or distributions required under this Escrow Agreement, including termination pursuant to Section 4.10. Any investment income on the Escrow Fund *shall become part of the Escrow Fund and shall be disbursed in accordance with this Escrow Agreement.*

4.3. The Escrow Agent shall provide monthly reports of transactions and holdings to the Parties as of the end of each month, at the addresses provided by the Parties in Section 4.5.

4.4. The Parties agree that for tax reporting purposes all income from the investment of the Escrow Fund shall be reported as having been earned by District as of the end of each calendar year regardless of whether such income was disbursed during such calendar year. The Escrow Agent shall have no duty to prepare or file any tax report or return with respect to the Escrow Fund, except for filing of tax information reporting forms required by law to be filed with the IRS with respect to the income from the investment of the Escrow Fund. With respect to any other payments made under this Escrow Agreement, the Escrow Agent shall not be deemed

4.6. This Escrow Agreement is being made in and is intended to be construed according to the laws of the State of Florida. The parties consent to the jurisdiction and venue of any federal court located in the United States District Court for the Middle District of Florida or state court located in Pinellas County, Florida. Except as permitted in Section 2.9, neither this Escrow Agreement nor any rights or obligations hereunder may be assigned by any party hereto without the express written consent of each of the other parties hereto. This Escrow Agreement shall inure to and be binding upon the Parties and the Escrow Agent and their respective successors, heirs and permitted assigns.

4.7. The terms of this Escrow Agreement may be altered, amended, modified, or revoked only by an instrument in writing signed by all the Parties and the Escrow Agent.

4.8. This Escrow Agreement is for the sole benefit of the Indemnified Parties, the Parties and the Escrow Agent, and their respective successors and permitted assigns, and nothing herein, express, or implied, is intended to or shall confer upon any other person or entity any legal or equitable right, benefit, or remedy of any nature whatsoever under or by reason of this Escrow Agreement.

4.9. No party to this Escrow Agreement shall be liable to any other party hereto for losses due to, or if it is unable to perform its obligations under the terms of this Escrow Agreement because of, acts of God, fire, war, terrorism, floods, strikes, electrical outages, equipment or transmission failure, or other causes reasonably beyond its control.

4.10. This Escrow Agreement shall terminate on the first to occur of (i) the date on which all of the funds and property held by the Escrow Agent under this Escrow Agreement have been disbursed or (ii) February 28, 2028 at which time the Escrow Agent is authorized and directed to disburse all of the remaining funds and property held hereunder in accordance with the joint written instructions of the Parties. Upon the termination of this Escrow Agreement and the disbursement of all of the funds and property held hereunder, this Escrow Agreement shall be of no further effect except that the provisions of Sections 2.8, 3.1 and 4.4 shall survive such termination.

4.11. All titles and headings in this Escrow Agreement are intended solely for convenience of reference and shall in no way limit or otherwise affect the interpretation of any of the provisions hereof.

4.12. This Escrow Agreement may be executed in one or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

4.13. Each Party to this Agreement represents and warrants that it has the full power and authority to enter into this Agreement and to carry out the transactions contemplated by it and that it has taken all action necessary to authorize the execution, delivery, and performance of this Agreement.

V. Security Procedure for Funds Transfer

5.1. The identity of such Authorized Representative, as well as their specimen signatures, title, telephone number, and e-mail address, shall be delivered to Escrow Agent in the list of authorized signers form as set forth as Exhibit A (a "Certificate of Incumbency") and shall remain in effect until the applicable Party, or an entity acting on its behalf, notifies Escrow Agent of any change thereto (the Person(s) so designated from time to time, the "Authorized Representative"). Each Party may, at any time, update Exhibit A by signing and submitting to the Escrow Agent an update of such Exhibit A. The Escrow Agent shall be entitled to a reasonable time to act to implement any changes on an updated Exhibit A.

The Escrow Agent shall have no responsibility or liability for any loss which may result from (i) any action taken or not taken by the Escrow Agent in good faith reliance on any such signatures or instructions, (ii) as a result of a Party's reliance upon or use of any particular method of delivering instructions to the Escrow Agent, including the risk of interception of such instruction and misuse by third parties, or (iii) any officer or Authorized Representative of a Party named in Exhibit A delivered hereunder prior to actual receipt by the Escrow Agent of a more current Certificate of Incumbency or an updated Exhibit A and a reasonable time for the Escrow Agent to act upon such updated or more current Certificate of Incumbency or Exhibit A.

All instructions for the transfer of funds must be delivered to Escrow Agent by one of the delivery methods set forth in Section 4.5. Each Party and the Escrow Agent hereby agree that the following security procedures set

forth in this Section 5.1 will be used to verify the authenticity of all instructions for the transfer of funds delivered by any Party to the Escrow Agent under this Agreement. All instructions for the transfer of funds must include the name, title, and signature of an Authorized Representative of the Party identified in Part I of Exhibit A as the person delivering the disbursement request to the Escrow Agent. The Escrow Agent will check and confirm that the name and signature of the person identified on the written instructions provided to the Escrow Agent in accordance with this Escrow Agreement, appears to be the same as the name and signature of an Authorized Representative of such Party. Following confirmation of such information, the Escrow Agent will make a telephone call to an Authorized Representative of the Party identified in Part II of Exhibit A at any telephone number for such Authorized Representative as set forth on Exhibit A; or any of the Escrow Agent's systems of record to obtain oral confirmation of delivery of the written instructions provided to the Escrow Agent in accordance with this Escrow Agreement. The Escrow Agent is hereby authorized to call only an Authorized Representative of the Party identified in Part II of Exhibit A. The Parties agree to comply with additional security procedures that may be implemented by the Escrow Agent for a particular wire transfer request from time to time.

Each Party acknowledges and agrees that these security procedures set forth in this Section 5.1 offered by the Escrow Agent are commercially reasonable for any wire transfer disbursements (regardless of amount, type, or frequency) that may be initiated from the Escrow Account(s).

The Escrow Agent is authorized to execute, and each Party expressly agrees to be bound by any payment instruction for the transfer of funds issued in its name (and associated funds transfer) that is accepted by the Escrow Agent in accordance with the security procedures set forth in this Section 5.1. Notwithstanding anything else, the Escrow Agent shall be deemed to have acted in good faith and without gross negligence or willful misconduct if the Escrow Agent is authorized to execute the funds transfer under this Section 5.1.

The security procedures set forth in this Section 5.1 are intended to verify the authenticity of all instructions for the transfer of funds provided to the Escrow Agent and are not designed to, and do not, detect errors in the transmission or content of any payment instruction. The Escrow Agent has no obligation to detect errors in or to question an Authorized Representative's instructions, and the Parties assume all risks of any losses resulting from such instructions. As set forth in Section 2.1 of this Escrow Agreement, the Escrow Agent is not liable for any special, indirect, punitive, exemplary, or consequential damages (including lost profits) of any kind.

The Escrow Agent shall not be obliged to make any payment requested under this Agreement if it is unable to validate the authenticity of the request by the security procedures set forth in this Section 5.1. The Escrow Agent's inability to confirm the necessary information included in any instruction to transfer funds may result in a delay or failure to act on that payment instruction letter. Notwithstanding anything to the contrary in this Escrow Agreement, the Escrow Agent shall not be required to treat a payment instruction letter as having been received until the Escrow Agent has authenticated it pursuant to the security procedures in this Section 5.1 and shall not be liable or responsible for any losses arising in relation to such delay or failure to act. For all purposes under this Agreement, the Escrow Agent shall be entitled to rely, without any duty or further inquiry, upon (i) the identity and authority of such persons represented on Exhibit A, and (ii) the genuineness and continued accuracy and effectiveness of Exhibit A until such time as the Escrow Agent receives written notice of changes to Exhibit A the applicable Party.

Important Information about Opening a New Account at Truist Institutional Trust

To help the United States Government fight terrorism and money laundering, Federal law requires us to obtain, verify and record information that identifies each business or entity that opens an account or establishes a relationship. What this means for you: when you open an account or establish a relationship, we will ask for your business name, a street address, and a tax identification number, that Federal law requires us to obtain. We appreciate your cooperation.

VI. District Provisions

6.1 Public Records. The Lender and Escrow Agent shall keep and maintain all public records required to perform services under this Agreement as required by Chapter 119, Florida Statutes unless they are exempt under Florida law. **IF LENDER OR ESCROW AGENT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THEIR DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE DISTRICT'S PUBLIC RECORDS CUSTODIAN AT KHAMPTON@PSFRD.ORG; 304-First Street, Indian Rocks Beach, FL 33785, OR 727-595-1117.**

6.2 Public Entity Crimes. The Lender and Escrow Agent understands the requirements of sections 287.132 and 287.133, Florida Statutes. Neither the Lender and Escrow Agent nor any of its affiliates are currently on the convicted vendor list for public entity crimes maintained by the Florida Department of Management Services and neither of them has been on the convicted vendor list within the past 36 months. The Lender and Escrow Agent is in full compliance with sections 287.132 and 287.133, Florida Statutes, will remain in compliance with them throughout the term of this Agreement, and will notify the District if it becomes non-compliant.

6.3 E-Verify. The Escrow Agent is in compliance with section 448.095, Florida Statutes. As required by subsection 448.095(5)(a), Florida Statutes, the Escrow Agent has registered with and uses the E-Verify System to verify the work authorization status of all newly hired employees. As required by subsection 448.095(5)(b), Florida Statutes, the Escrow Agent shall require any subcontractors to provide the Escrow Agent with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. The Escrow Agent shall maintain a copy of such affidavit for the duration of the contract.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed as of the date first above written.

Truist Bank, as Escrow Agent

By: _____
Name: Sarah B. Lemmerman
Title: Vice President

Pinellas Suncoast Fire & Rescue District

By: _____
Name: Elizabeth (Betsey) McKenna
Title: Chair

Attest:

By: _____
Name: Heather Fleming Koskinas
Title: Secretary/Treasurer

Truist Commercial Equity, Inc. (TRUCE)

By: _____
Name: Adam L. Horn
Title: Authorized Agent

[Signature Page to Escrow Agreement]

**EXHIBIT A
CERTIFICATE OF INCUMBENCY
(AUTHORIZED REPRESENTATIVES):**

The below signatory on behalf of Pinellas Suncoast Fire & Rescue District (**the “District”**) certifies that each of the names, titles, information, and signatures set forth as Authorized Representatives in this Exhibit are authorized to execute documents and direct Truist Bank as to all matters, including fund transfer instructions, address changes, and contact information, on behalf of the District.

Part I – Direction for Funds Transfer

The following persons set forth in Part I are designated to provide direction, including but not limited to the transfer of funds, and to otherwise act on behalf of the District.

Specimen Signature:	Office Phone Number: 727-595-1117	Mobile Phone Number:
Name (print): Erin Brooks	E-mail Address: ebrooks@psfrd.org	
Title: Finance Director		

Specimen Signature:	Office Phone Number:	Mobile Phone Number:
Name (print):	E-mail Address:	
Title:		

Part II – Confirmation of Funds Transfers

The following persons set forth in Part II are designated to confirm funds transfer instructions.

Name (print): Erin Brooks	Office Phone Number: 727-595-1117	Mobile Phone Number:
Title: Finance Director	E-mail Address: ebrooks@psfrd.org	

Name (print):	Office Phone Number:	Mobile Phone Number:
Title:	E-mail Address:	

The below undersigned individual hereby certifies: (i) to possess familiarity with documents and records that govern the applicable account and the operation and management of the District, (ii) to have the power and authority on behalf of the District to execute this Certificate of Incumbency, and (iii) that the afore-referenced individuals (along with the undersigned, as noted) are duly authorized to instruct Truist Bank on behalf of the District, and/or authorized to view bank statements regarding the applicable account.

February 28, 2025
Date

By: _____
Signature

Title: Chair

Name: Elizabeth (Betsey) McKenna

Truist Bank shall be entitled to rely, without any duty or further inquiry, upon (i) any instructions from the individuals listed herein, as well as (ii) the identity and authority of such persons represented on this Certificate of Incumbency, and (iii) the genuineness and continued accuracy and effectiveness of this Certificate of Incumbency until such time as Truist Bank receives written notice of changes to this Certificate of Incumbency by the District and confirms such notice. All current trust accounting access, including paper statements, online statements, and online transaction review access, shall remain approved, unless otherwise directed in writing. The District shall promptly advise Truist Bank of any changes affecting this Certificate of Incumbency and Truist Bank shall be protected in such reliance until advised of any changes or modifications in writing.

EXHIBIT B

Payment Instruction Form

ESCROW ACCOUNT NAME: _____

ESCROW ACCOUNT #: _____

Truist Bank
Attn: Sarah B. Lemmerman
919 East Main Street, 2nd Floor
Richmond, Virginia 23219
Via Email: Sarah.lemmerman@truist.com

To Whom It May Concern:

Reference is made to (i) that certain Escrow Agreement, dated as of February 28, 2025 (the "Escrow Agreement"), by and among Truist Bank (the "Escrow Agent"), Pinellas Suncoast Fire & Rescue District (the "District"), and Truist Commercial Equity, Inc. (the "Lender").

Capitalized terms used, but not otherwise defined herein shall have the same meanings as set forth in the Escrow Agreement.

Joint Instructions

Pursuant to Section 1.3 of the Escrow Agreement, the District hereby authorizes and instructs the Escrow Agent to release [AMOUNT] to [PAYEE NAME] on [insert date] in accordance with the following payment instructions:

Wire Transfer/ACH Information for Receiving Account

Bank Name: _____
City/State: _____
ABA/Routing #: _____
Account Number: _____
Name of Account: _____
Address: _____
City/State: _____
Reference/FFC: _____

If Disbursement is to be Payable by Check

Check Payable to: _____
Address to Mail Check: _____

Sincerely,

Pinellas Suncoast Fire & Rescue District Name:
Title:

EXHIBIT C
Truist Bank, as Escrow Agent
Schedule of Fees & Expenses

Acceptance Fee: **WAIVED**

The Acceptance Fee includes review of all related documents and accepting the appointment of Escrow Agent on behalf of Truist Bank. The fee also includes setting up the required US Dollar account(s) and accounting records, the collection and review of Know Your Customer documentation (limited to three escrow parties), document filing, and coordinating the receipt of funds/assets for deposit to the Escrow Account. The one-time Acceptance Fee is due at the time of signing the Escrow Agreement.

Legal Review Fee: **WAIVED**

The Legal Review Fee includes review of all related documents on behalf of Truist Bank as Escrow Agent. *As soon as Truist Bank's attorney begins to review the Escrow Agreement, the Legal Review Fee is subject to payment regardless of if the Parties decide to appoint a different escrow agent or a decision is made that the Escrow Agreement is not needed. Fee is waived if no legal review is needed.*

Annual Administration Fee: **\$2,500 annually**

The Annual Administration Fee includes providing routine and standard services of an Escrow Agent. The fee includes administering the escrow account, performing investment transactions, processing cash transactions, disbursing funds in accordance with the Escrow Agreement and providing trust account statements to the Parties. The fee covers a full year, or any part thereof, and thus is not pro-rated in the year of termination. The annual fee is billed in advance and payable prior to that year's service. The annual fees shall be deemed earned in full upon receipt by the Escrow Agent, and no portion shall be refundable for any reason, including without limitation, termination of the agreement. Extraordinary expenses, including legal counsel fees, will be billed as out-of-pocket.

Truist Bank's bid is based on the following assumptions:

Accounts Required	1
Deposit Amount [est.]	
Term/Duration	3 years
Number of Transactions [est.]	
Investment	

Out-of-Pocket Expenses: **Billed At Cost**

Out-of-pocket expenses such as, but not limited to, postage, courier, overnight mail, wire transfer, travel, legal counsel fees (out-of-pocket to counsel) or accounting, will be billed at cost.

Note: Truist has the right to renegotiate fee schedules if the structure, investment, size, or complexity of the relationship changes substantially from initial estimates.

Deborah Spitale
Senior Vice President
404-844-7533
Deb.Spitale@truist.com

ACTION ITEM 25-18

Public Facilities Annual Notice of Change



Pinellas Suncoast Fire & Rescue

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

**(727) 595-1117 FAX: (727) 250-0111
www.psfrd.org**

**JEFFREY DAVIDSON
FIRE CHIEF**

February 25, 2025

PUBLIC FACILITIES ANNUAL NOTICE OF CHANGE
AS REQUIRED BY
CHAPTER 189.08

Background: The Pinellas Suncoast Fire & Rescue District (District) provides this information to assist in the development of comprehensive plans and to foster coordination between the District and the County of Pinellas, Town of Belleair Shore, City of Belleair Beach, City of Indian Rocks Beach, and Town of Indian Shores.

The District currently operates three fire stations:

Station 26 – 18395 Gulf Boulevard, Indian Shores, FL 33785

Legal Description: PARK BANK PROFESSIONAL OFFICE BUILDING CONDO UNIT 1

Station #26 provides fire protection, fire prevention, and advanced life support emergency medical service to the entire District as well as emergency medical services to the Town of Redington Beach, the Town of North Redington Beach, and the Town of Redington Shores through automatic aid agreements and “closest unit response agreements.” The District is an active participant in the surrounding fire service delivery systems through the automatic aid system and operates an advanced life support (ALS) fire suppression unit, defined within the Pinellas County fire community as an engine with squad capabilities. This unit is staffed with three full time positions, one being a lieutenant and the other two positions staffed with firefighters. One of the three positions is always a paramedic.

The current facility used to operate Station #26 is not owned by the District and is leased to the District. The District is working diligently to locate property to build a permanent station in Indian Shores, working in conjunction with County staff on possible locations.

Station 27 - 304 First Street, Indian Rocks Beach, FL 33785

Legal Description: Indian Rocks Beach Block 9, Lots 17, 18, and 19 (12/30/14/42858/009/0170).

Station #27 provides fire protection, fire prevention, and advanced life support emergency medical service to the entire District, and the surrounding fire service delivery systems through the automatic aid system. Services are managed by administrative staff, and support personnel, as well as response units to include a paid, full-time district chief in a response vehicle and a fire apparatus staffed with a paid, full-time crew of one lieutenant and two to three firefighter/EMTs or firefighter/paramedics. One of the staffed positions is always a paramedic. All administrative staff for the District operate out of this station. Marine 27 and Fireboat 27 are housed at Station 27.

Station #27 is owned by the District and is the original fire station from 1965. We are looking to remodel the fire station in the near future to bring it up to current codes and continue to house Fire Administration.

The District is also working on the addition of a fire station in the northern end of Indian Rocks Beach, to better serve Indian Rocks Beach, Belleair Beach, and Belleair Shore. There is a response time gap due to the closest fire stations in this area being 5.8 miles apart. This information was confirmed with a recent study, utilizing Levrum, as a team effort between County staff and PSFRD. The District plans to close on the purchase of this property in the next two months.

Station 28 - 13501 – 94th Avenue North, Seminole, FL 33776

Legal Description: Country Gentlemen Acres S ½ of Lots 1 and 2 (20/30/15/18612/000/0011).

Station #28 provides fire protection, fire prevention, and advanced life support emergency medical services to the Fire District and the surrounding fire service delivery systems through the automatic aid system with a pumper/aerial apparatus, a reserve engine, and a paid full-time crew of one lieutenant and two to three firefighter/EMTs or firefighter/paramedics. One of those staffed positions is always a paramedic. This station also houses an apparatus maintenance facility with one full-time emergency vehicle technician.

As required by Chapter 189.08 F.S., the *Pinellas Suncoast Fire & Rescue District* provides the following:

- (1) **Requirement:** Identify each public facility the special district is building, improving, or expanding:

Response: Station #28 is owned by the District. This fire station was built in 1973, and this project of rebuilding Fire Station 28 is currently underway, with a completion date prior to September 2026. The District does not currently have an Emergency Operations Center (EOC) and is reliant upon annual agreements and makeshift arrangements with two local churches as the District's EOC. Fire Station #28 will be a hurricane hardened structure to operate as an EOC for the District.

- (2) **Requirement:** Identify each public facility the special district is proposing to build, improve, or expand within the next seven years.

Response:

Station #26 – There are preliminary efforts underway to relocate Station #26 to a permanent location. This effort will continue in collaboration with County staff.

Station #27 - There are intentions to rebuild/remodel Station #27 at its current location in the next few years. The fire station is 58 years old and needs major renovations or demolition and rebuilding.

Station #28 - Station #28 is owned by the District. This fire station was built in 1973, and the project of rebuilding Fire Station 28 is currently underway, with a completion date prior to September 2026. The District does not currently have an Emergency Operations Center (EOC) and is reliant upon annual agreements and makeshift arrangements with two local churches as the District's EOC. Fire Station #28 will be a hurricane hardened structure, to operate an EOC for the District

Additional fire station on the northern end of the District: The District is also working on the addition of a fire station in the northern end of Indian Rocks Beach, to better serve Indian Rocks Beach, Belleair Beach and Belleair Shore. There is a response time gap, due to the closest fire stations in this area being 5.8 miles apart. This information was confirmed with a recent study, utilizing Levrum, as a team effort between County staff and PSFRD. The District plans to close on the purchase of this property in the next few months.

- (3) **Requirement:** Identify any public facilities the special district is helping another entity (except a county or municipality) build, improve, or expand through a lease agreement.

Response: This situation does not exist for the District.

- (4) **Requirement:** Identify how the special district proposes to finance each public facility:

Response:

Station #26: The changes listed above will require land acquisition and construction. The financing would be funded through District funds and/or grants and County funding assistance.

Station #27: Station #27's facility will be funded by the State, as we are currently in the process of appropriations requests through Legislature.

Station #28: The District is utilizing \$3M from County funds. The remainder of the project cost will be funded by the District.

Additional fire station on the northern end of the District: The District will utilize District funds for the purchase and building of this property. We will also continue to seek additional funding sources to offset the costs of this much-needed facility.

- (5) **Requirement:** Identify the anticipated completion time of any projects above:

Response: The anticipated time frame for Station #26 is uncertain currently. Land acquisition is extremely hard to accomplish, given the build out in Indian Shores. Fire Station #27 time frames are dependent upon State funding appropriations request for FY 25. Station #28 project has an anticipated completion date prior to September 2026. The new fire station on the northern end is anticipated to be completed in the next 24 months.

- (6) **Requirement:** Identify the anticipated capacity of and demands on each public facility when completed, if a public facility will be improved or expanded, include existing and anticipated capacity.

Response: PSFRD has identified the lack of appropriate facilities for the District. All three current fire stations will be constructed to meet all the requirements for Public Safety Fire Stations, as well as an additional Fire/EMS station to meet the demands of the community. The fire stations will be built with a 50-year life span and will be built to meet the future demands of the District.

- (7) **Requirement:** If applicable, within the next ten years, the date the special district currently proposes to replace any of the public facilities identified above or in the Initial Public Facilities Report.

Response: All three fire stations and the completion of a fourth fire station will be completed within the next 10 years.

Report complete.

Betsey McKenna, Chair
PSFRD Board of Commissioners

Date Approved

ATTEST:

Kimberly Hampton, District Administrator

cc: Clerk - City of Belleair Beach
Clerk - Town of Belleair Shore
Clerk - City of Indian Rocks Beach
Clerk - Town of Indian Shores
Clerk - Pinellas County Board of County Commission

ACTION ITEM 25-05

Milton Collins, Esq. – Investigation Legal Fees

**WEISS SEROTA HELFMAN
COLE & BIERMAN, P.L.**

2800 Ponce de Leon Boulevard
Suite 1200
Coral Gables, FL 33134
305-854-0800
Fax 305-854-2323
Tax ID No. 20-8112403

Pinellas Suncoast Fire & Rescue District
c/o Jeff Albinson, Esq.
jalbinson@gapfirm.law
ebrooks@psfrd.org

January 22, 2025
Invoice # 296319
Page 1 of 2

CLIENT: 6348 - Pinellas Suncoast Fire & Rescue District
Re: 001 Personel Investigations

For Professional Services Rendered

Date	Services	Hours	Amount
12/02/24	mrc Draft Materials Re Investigative Report	2.10	735.00
12/03/24	mrc Prepare For And Interview Subject Employee	4.70	1,645.00
12/05/24	mrc Interview Former Employee Re Follow Up Factfinding	1.80	630.00
12/09/24	mrc Prepare For And Attend Commission Meeting	4.90	1,715.00
12/18/24	mrc Review Audio Re Witness Interview	2.60	910.00
Total Professional Services			16.10 \$5,635.00

For Disbursements Incurred

Date	Description	Amount
12/18/24	Misc. DoubleTree Hotel for Milton Collins in N. Redington Beach, FL;Check#20241231 - Milton R. Collins	497.12
Total Disbursements Incurred		\$497.12

Invoice Summary

For Professional Services	5,635.00
For Disbursements Incurred	497.12
Total this Invoice	\$6,132.12
Past Due Balance	\$32,825.00
Total Balance Due	\$38,957.12

Payments Can Be Wire Transferred To:

City National Bank of Florida

2855 LeJeune Road

Coral Gables, FL 33134

SWIFT Code: CNBFUS3M

ABA#: 066004367

Account Name: Weiss Serota Helfman Cole & Bierman, P.L. Operating Account

Account No.: 1753777107

PLEASE INCLUDE INVOICE NUMBER