

**BOARD OF COMMISSIONERS**

Chris Dzadoovsky, *Chair*  
Tom Perona, *Vice Chair*  
Mark Gotz  
Shannon Martin  
Linda Bartz  
Rufus Alexander  
Gregory J. Oravec



**ST LUCIE COUNTY FIRE DISTRICT**

Nate Spera, *Fire Chief*  
Karen Russell, *Clerk Treasurer*  
Kim Sabol, *Attorney*

**FIRE BOARD OF COMMISSIONERS AGENDA**

**3:00 PM, Wednesday, September 19, 2018 - Commission Chambers**

1. Call to Order (Chair)
2. Roll Call
3. Pledge of Allegiance
4. Proclamations & Special Presentations (Fire Chief)
5. Commendations (Fire Chief)
6. Public Comments (Chair)
7. Additions and/or Deletions to Agenda (Chair)
8. Approval of Consent Agenda (Chair)
  - A. Fire Board Meeting Minutes
    - i. Regular Meeting – August 15, 2018
    - ii. 1<sup>st</sup> Public Budget Hearing – September 5, 2018
    - iii. Special Meeting – September 5, 2018
  - B. Disbursement - August 2018
  - C. Authorized Spending Report - August 2018
  - D. Budget Revenue Report - August 2018
  - E. Investment Report - July 2018
  - F. Statement of Interest - July 2018
  - G. Financial Report - July 2018
  - H. Ambulance Billing Report - July 2018
  - I. Miscellaneous
    - i. SLCFD Phone System Purchase
    - ii. Cradlepoint routers for rescue trucks
    - iii. Innoprise Addendum
    - iv. MSA G1 SCBA - Waiver of the Bid Process (Ten-8 Fire Equipment Inc. Sole Provider)
    - v. Globe Structural Firefighting Gear - Waiver of the Bid Process (Sole Provider)

9. Regular Agenda

A. Resolutions

- i. Resolution #660-18 Fire Prevention Code (Clerk Treasurer)

B. Unfinished Business - NONE

C. New Business

- i. Professional Services Agreement with Medical Director, Dr. Chichiou Liu, MD
- ii. New Air Methods Agreement
- iii. Amendment to Fee Resolution
- iv. 2019-2023 Strategic Planning Process

10. Comments by the Fire Chief

11. Comments by the Clerk Treasurer

12. Comments by the District Attorney

13. Comments from Board Members

14. Determination of Excused Absences (Chair)

15. Adjournment

# Commendations

**Fire Board Meeting  
September 2018**



**EMPLOYEE COMMENDATIONS & DONATIONS**

**Received from:**

1. Diane Hobbey-Burney  
*FPPD Chief of Police*
2. Matthew Johnson  
*Employee*
3. Christina Kaiser  
*Communities Connected  
for Kids*
4. Chief Michael Kemp  
*IRSC Fire Science Director*
5. Gina Dean  
*Paws-N-Clasw Foundation*
6. Donna Roy  
*Patient*
7. Jeff Garvey & Family  
*Employee/Patient's Family*

**Commending**

- Public Education  
Stacey Carter
- Station 10 / B Shift  
Capt. Collin Stanford  
Lt. Brad Cohen  
Lt. Dane Vachon  
PM/Eng. Jesse Almand  
FF/PM AJ Young  
FF/PM Kyle Richard  
FF/PM Salomon Rincon
- Lil' Feet  
Brenda Stokes
- Honor Guard/Pipes & Drums  
Lt. Erin Boyajian  
Lt. John Craton  
Eng. Gary Hollett  
FF/PMD Chad Gallagher  
FF/PMD Jason Kershanick  
FF/PM AJ Young
- Paws-N-Claws Fundraiser  
Fire Chief Nate Spera  
FF/PMD Tony Senger
- Station 5 / B Shift  
Chf. James Trefelner  
FF/PMD Chris Harris  
FF/PMD Phillip Pool
- Station 7 / B Shift  
Fire Chief Nate Spera  
Chf. Mike Merritt  
FF/PMD Andrea Bergeron

8. Joel Leon  
*Patient*

Station 10 / A Shift

Lt. Jacob Morris

Eng. Revel Thom

FF/PMD Daniel Fontanals

FF/PMD Dorian Jackson

FF/PMD Bryan Sasso

# Consent Agenda

Item 8A

August 15, 2018

Regular Meeting  
Minutes

**BOARD OF COMMISSIONERS**

Chris Dzadoovsky, *Chair*  
Tom Perona, *Vice Chair*  
Rufus Alexander  
Gregory J. Oravec  
Mark Gotz  
Shannon Martin  
Linda Bartz



**ST LUCIE COUNTY FIRE DISTRICT**

Nate Spera, *Fire Chief*  
Karen Russell, *Clerk Treasurer*  
Kim Sabol, *Attorney*

**ST. LUCIE COUNTY FIRE DISTRICT  
BOARD OF COMMISSIONERS  
MINUTES OF REGULAR MEETING**

August 15, 2018

**I. Meeting called to order at 3:00 p.m. by Commissioner Dzadoovsky.**

**II. Roll Call:**

Commissioner Alexander	Present
Commissioner Dzadoovsky	Present
Commissioner Gotz	Absent
Commissioner Martin	Present
Commissioner Bartz	Present
Commissioner Oravec	Absent
Commissioner Perona	Present

**III. Pledge of Allegiance**

**IV. Proclamations and Special Presentations**

**V. Commendations**

**EMPLOYEE COMMENDATIONS & DONATIONS**

**Received from:**

**Commending:**

1. Susan Harris  
*Jetson Appliances*

Landlord's Luncheon  
Fire Chief Nate Spera  
Lt. John Craton

2. Matthew Johnson  
*Employee*

Station 10 / B Shift  
Capt. Collin Stanford  
Lt. Brad Cohen  
Lt. Dane Vachon  
PM/Eng. Jesse Almand  
FF/PM AJ Young  
FF/PM Kyle Richard  
FF/PM Salomon Rincon

3. Lt. Jim DeFonzo  
*SLCSO*

SWAT Medics  
Lt. Erin Boyajian  
Lt. Satchelle Peterkin  
PM/Eng. Matt Coney  
FF/PM Mark Elliott

4. Diane Hoble-Burney  
*FPPD Chief of Police*

Lil' Feet  
Brenda Stokes

5. Karen Leisen  
*Patient*

Station 7 / C Shift  
Capt. Brad Dashner  
Eng. Daren Torok  
FF/PM David Eskew  
FF/PM Rob Thomas  
FF/PM Riley Ware

6. Maureen Vanterpool  
*Patient*

Station 14 / B Shift  
FF/PM Jason Williams  
EMT Anthony Lopez

7. Anthony Dudley  
*Community Member*

\$35 Honor Guard  
Donation

**VI. Public Comments**

- i. Rick Hatcher, Treasure Coast Sports Commission gave update on the Firefighter Combat Challenge coming to Ft. Pierce on Sept. 14 and 15.
- ii. Shane Kozac, President of Local 1377 addressed the Board regarding the beginning of negotiations.

**IV. Additions and/or Deletions to Agenda**

None

**VIII. Approval of Consent Agenda**

- A. Fire Board Meeting Minutes
  - i. Regular Meeting –July 18, 2018
- B. Disbursements – July 2018
- C. Authorized Spending Report – July 2018
- D. Budget Revenue Report – July 2018
- E. Investment Report –June 2018
- F. Statement of Interest –June 2018
- G. Financial Report – June 2018
- H. Ambulance Billing Report – June 2018
- I. Miscellaneous

Commissioner Alexander made a motion to approve.  
Commissioner Martin seconded the motion.  
Vote by voice was unanimous and the motion was carried.

**IX. Regular Agenda**

A. Resolutions

i. Resolution #657-18 Budget Amendment #04

Commissioner Perona made a motion to approve.  
Commissioner Martin seconded the motion.  
Vote by voice was unanimous and the motion was carried.

B. Unfinished Business

i. Tentative Budget Report

ii. Fire District Overview

C. New Business

i. Financial Statements/Auditors

Commissioner Alexander made a motion to approve the auditor's report.  
Commissioner Bartz seconded the motion.  
Vote by voice was unanimous and the motion was carried.

ii. RFQ No. 18-0521 Construction Manager at Risk Services, Fire Station 5

Commissioner Perona made a motion to approve.  
Commissioner Martin seconded the motion.  
Vote by voice was unanimous and the motion was carried.

**IX. Comments by Fire Chief**

**X. Comments by Clerk/Treasurer**

**XI. Comments from District Attorney**

**XII. Comments from Board Members**

**XIII. Determination of Excused Absences  
(Skipped)**

**XIV. Adjournment**

Commissioner Gotz adjourned the meeting without objection at 4:12 p.m.

**ATTEST:**

**ST. LUCIE COUNTY FIRE DISTRICT**

\_\_\_\_\_  
Karen Russell, Clerk/Treasurer

\_\_\_\_\_  
Chris Dzadoovsky, Chair

# Consent Agenda

Item 8A

September 5, 2018

1<sup>st</sup> Public Budget Hearing Minutes

**BOARD OF COMMISSIONERS**

Chris Dzadoovsky, *Chair*  
Tom Perona, *Vice Chair*  
Rufus Alexander  
Gregory J. Oravec  
Mark Gotz  
Shannon Martin  
Linda Bartz



**ST LUCIE COUNTY FIRE DISTRICT**

Nate Spera, *Fire Chief*  
Karen Russell, *Clerk Treasurer*  
Kim Sabol, *Attorney*

**ST. LUCIE COUNTY FIRE DISTRICT  
BOARD OF COMMISSIONERS  
MINUTES OF 1<sup>st</sup> PUBLIC BUDGET HEARING**

**September 5, 2018**

**I. Meeting called to order at 5:01 p.m. by Chairman Dzadoovsky.**

**II. Roll Call:**

Commissioner Alexander	Absent
Commissioner Dzadoovsky	Present
Commissioner Gotz	Absent
Commissioner Martin	Present
Commissioner Bartz	Present
Commissioner Oravec	Present – arrived at 5:06 PM
Commissioner Perona	Present

**III. Pledge of Allegiance**

**IV. Summary of the Fiscal Year 2018-2019 Budget**

- a. Rolled-Back Rate: 2.81440
- b. Proposed Millage Rate: 3.0000 which is higher than the rolled-back rate as computed pursuant to Section 200.065(1), Florida Statutes by 6.61%
- c. Total proposed budget: \$93,633,608

**V. Public Hearing on the Tentative Millage Rate and Budget for Fiscal Year 2018-2019**

- a. Open the Public Hearing  
No public comment.
- b. Close the Public Hearing

**VI. Setting of the Tentative Fiscal Year 2018-2019 Millage Rate**

- a. Reading of the Tentative Millage Rate and Resolution
  - i. General Fund 3.0000
- b. Board Discussion  
None
- c. Motion to Amend and/or Adopt Resolution 658-18 establishing the Tentative Millage Rate for Fiscal Year 2018-2019

Commissioner Martin made a motion to approve.  
Commissioner Perona seconded the motion.  
Vote by voice was unanimous and the motion was carried.

**VII. Setting of the Tentative Fiscal Year 2018-2019 Budget**

a. Reading of the Tentative Budget and Resolution

i. General Fund

1. General Fund	\$75,404,556
2. Local Match	\$ 200,633
3. Capital Projects	\$ 924,846
4. Rolling Stock	\$ 6,440,331
5. Emergency/Contingency & Economic Reserves	<u>\$ 9,073,611</u>
Subtotal	\$92,043,977

ii. Special Revenue Funds

1. EMS Grant	\$ 45,000
2. Public Education	\$ 345,078
3. Impact Fee Fund	<u>\$ 3,855,527</u>
Subtotal	\$ 4,245,605

iii. Debt Service

1. Capital Imp Rev Bond	<u>\$ 1,344,026</u>
Subtotal	\$ 1,344,026

Total Budget **\$97,633,608**

b. Board Discussion

None

c. Motion to Amend and/or Adopt Resolution 659-18 establishing the Tentative Budget for Fiscal Year 2018-2019

Commissioner Bartz made a motion to approve.

Commissioner Martin seconded the motion.

Vote by voice was unanimous and the motion was carried.

**VIII. Adjournment**

Commissioner Dzadovsky adjourned the meeting without objection at 5:11 p.m.

ATTEST:

ST. LUCIE COUNTY FIRE DISTRICT

\_\_\_\_\_  
Karen Russell, Clerk/Treasurer

\_\_\_\_\_  
Chris Dzadovsky, Chair

# Consent Agenda

Item 8A

September 5, 2018

Special Meeting  
Minutes

**BOARD OF COMMISSIONERS**

Chris Dzadoovsky, *Chair*  
Tom Perona, *Vice Chair*  
Rufus Alexander  
Gregory J. Oravec  
Mark Gotz  
Shannon Martin  
Linda Bartz



**ST LUCIE COUNTY FIRE DISTRICT**

Nate Spera, *Fire Chief*  
Karen Russell, *Clerk Treasurer*  
Kim Sabol, *Attorney*

**ST. LUCIE COUNTY FIRE DISTRICT  
BOARD OF COMMISSIONERS  
MINUTES OF SPECIAL MEETING**

**September 5, 2018**

**I. Meeting called to order at 5:15 p.m. by Commissioner Dzadoovsky.**

**II. Roll Call:**

Commissioner Alexander	Absent
Commissioner Dzadoovsky	Present
Commissioner Gotz	Absent
Commissioner Martin	Present
Commissioner Bartz	Present
Commissioner Oravec	Present
Commissioner Perona	Present

**III. Pledge of Allegiance** – Already done at Budget Hearing prior to this meeting.

**VI. Public Comments**

None

**IV. Additions and/or Deletions to Agenda**

None

**IX. Regular Agenda**

A. Pre-construction Services Agreement for new Fire Station #5

Commissioner Martin made a motion to approve.

Commissioner Bartz seconded the motion.

Vote by voice was unanimous and the motion was passed.

**XIV. Adjournment**

Commissioner Dzadoovsky adjourned the meeting without objection at 5:17 p.m.

**ATTEST:**

**ST. LUCIE COUNTY FIRE DISTRICT**

\_\_\_\_\_  
Karen Russell, Clerk/Treasurer

\_\_\_\_\_  
Chris Dzadoovsky, Chair

# Consent Agenda

Item 8B

Disbursement Report - August

## SLCFD Monthly Check Register

Issue Date	Document Number	Payee Name	Total Amount	Document Type Description
08/03/2018	00000151	Chi Chiou Liu Md Pa	\$5,546.00	EFT
08/10/2018	00000152	Chi Chiou Liu Md Pa	\$1,730.77	EFT
08/10/2018	00000153	Chi Chiou Liu Md Pa	\$2,951.00	EFT
08/17/2018	00000154	Chi Chiou Liu Md Pa	\$2,000.00	EFT
08/24/2018	00000155	Chi Chiou Liu Md Pa	\$4,493.77	EFT
08/31/2018	00000156	Chi Chiou Liu Md Pa	\$5,165.77	EFT
08/03/2018	00207120	A & T Printing	\$3,049.00	Check
08/03/2018	00207121	A AND A SUPPLY INC.	\$45.49	Check
08/03/2018	00207122	AARP - Refunds	\$74.41	Check
08/03/2018	00207123	Accountemps	\$832.00	Check
08/03/2018	00207124	Advance Auto Parts	\$209.98	Check
08/03/2018	00207125	BENNETT FIRE PRODUCTS COMPANY INC.	\$1,275.00	Check
08/03/2018	00207126	Breathing Air Systems	\$106.65	Check
08/03/2018	00207127	Carol Downey	\$99.68	Check
08/03/2018	00207128	Chandler Equipment Company	\$131.80	Check
08/03/2018	00207129	City Of Pt St Lucie Utility Sys Dep	\$200.28	Check
08/03/2018	00207130	D & D Garage Doors of PSL	\$700.00	Check
08/03/2018	00207131	Dana Safety Supply	\$82.20	Check
08/03/2018	00207132	Day Dreams Uniforms Inc	\$788.90	Check
08/03/2018	00207133	DragonFly Graphics	\$138.30	Check
08/03/2018	00207134	Finishmasters Inc	\$18.89	Check
08/03/2018	00207135	Flamingo Oil Company	\$399.70	Check
08/03/2018	00207136	Fort Pierce Utilities	\$1,181.66	Check
08/03/2018	00207137	Grainger	\$1,301.55	Check
08/03/2018	00207138	John Hill	\$100.00	Check
08/03/2018	00207139	Johnstone Supply	\$28.62	Check
08/03/2018	00207140	Jordan MowerGoodknight Lawn Equipment	\$93.80	Check
08/03/2018	00207141	Municipal Equipment Company Llc	\$1,516.79	Check
08/03/2018	00207142	Pitney Bowes Reserve Account	\$3,000.00	Check
08/03/2018	00207143	Public Safety Corporation	\$3,229.23	Check
08/03/2018	00207144	Rileys Emergency Medical	\$540.99	Check
08/03/2018	00207145	KAREN RUSSELL	\$79.72	Check
08/03/2018	00207146	Safety & Boot Center	\$483.98	Check
08/03/2018	00207147	Shi Account Exec	\$2,294.20	Check
08/03/2018	00207148	Spok Inc	\$312.00	Check
08/03/2018	00207149	St Lucie Battery & Tire	\$213.40	Check
08/03/2018	00207150	St Lucie County Utilities	\$63.88	Check
08/03/2018	00207152	Staples Advantage	\$4,818.60	Check
08/03/2018	00207153	Stryker Sales Corporation	\$556.68	Check

## SLCFD Monthly Check Register

Issue Date	Document Number	Payee Name	Total Amount	Document Type Description
08/03/2018	00207154	Sunshine Health	\$190.00	Check
08/03/2018	00207155	Ten 8	\$540.95	Check
08/03/2018	00207156	The Grill Refill Inc	\$22.63	Check
08/03/2018	00207157	Total Truck Parts	\$216.32	Check
08/03/2018	00207158	Turner Industrial Supply	\$67.57	Check
08/03/2018	00207159	Tylander's	\$26.90	Check
08/03/2018	00207160	United Parcel Service	\$12.83	Check
08/03/2018	00207161	Waste Pro Fort Pierce 103	\$1,087.12	Check
08/10/2018	00207162	A AND A SUPPLY INC.	\$109.97	Check
08/10/2018	00207163	Accountemps	\$559.00	Check
08/10/2018	00207164	Biowaste LLC	\$212.50	Check
08/10/2018	00207165	Breathing Air Systems	\$717.15	Check
08/10/2018	00207166	Cardinal Health	\$2,339.39	Check
08/10/2018	00207167	Inc. Channing Bete Company	\$22.00	Check
08/10/2018	00207168	Cigna Health and Life Insurance Company	\$93.88	Check
08/10/2018	00207169	City Electric Supply	\$157.94	Check
08/10/2018	00207170	City of Port St. Lucie	\$2,929.76	Check
08/10/2018	00207171	Cold Air Dist Whse Of Fla	\$692.20	Check
08/10/2018	00207172	LLC F.D SIGNWORKS	\$76.92	Check
08/10/2018	00207173	Fellow Christian Firefighters	\$78.50	Check
08/10/2018	00207174	Ferrellgas	\$699.81	Check
08/10/2018	00207175	Fire Equipment Services	\$176.00	Check
08/10/2018	00207176	Fire Fighters Assoc Mda Acct	\$99.50	Check
08/10/2018	00207177	Fire Fighters Association	\$12,466.00	Check
08/10/2018	00207178	First Coast Service Options	\$1,818.21	Check
08/10/2018	00207179	Florida City Gas	\$524.39	Check
08/10/2018	00207180	Fort Pierce Utilities	\$3,672.04	Check
08/10/2018	00207181	Gaspar Body & Paint Inc	\$1,000.00	Check
08/10/2018	00207182	Giordanos Floral Creations Inc	\$77.50	Check
08/10/2018	00207183	Glover Oil Co Inc	\$32,305.61	Check
08/10/2018	00207184	Indian River Oxygen Inc	\$4,185.05	Check
08/10/2018	00207185	Janet Hill	\$100.00	Check
08/10/2018	00207186	Kass Shuler Trust Account	\$50.00	Check
08/10/2018	00207187	Kauffs Transportation Systems	\$292.01	Check
08/10/2018	00207188	L & L Distributors	\$1,379.46	Check
08/10/2018	00207189	Lou Bachrodt Freightliner	\$1,611.43	Check
08/10/2018	00207190	Mellon	\$190.50	Check
08/10/2018	00207191	MFS Service Center	\$525.00	Check
08/10/2018	00207192	Municipal Equipment Company Llc	\$1,650.00	Check

## SLCFD Monthly Check Register

Issue Date	Document Number	Payee Name	Total Amount	Document Type Description
08/10/2018	00207194	NAPA AUTO PARTS	\$1,724.84	Check
08/10/2018	00207195	Newmans Power Systems	\$236.25	Check
08/10/2018	00207196	Northeastern Plumbing LLC	\$575.00	Check
08/10/2018	00207197	PFIA	\$5,468.84	Check
08/10/2018	00207198	Power Tech Cleaning Supplies Inc	\$513.60	Check
08/10/2018	00207199	Red Wing Shoes Inc	\$1,891.83	Check
08/10/2018	00207200	Robert Corson	\$658.30	Check
08/10/2018	00207201	Robin R Weiner Chapter 13 Trustee	\$205.00	Check
08/10/2018	00207202	Sams Club	\$491.18	Check
08/10/2018	00207203	Ten 8	\$2,326.42	Check
08/10/2018	00207204	Terminix Processing Center	\$430.00	Check
08/10/2018	00207205	The Hundred Club	\$86.00	Check
08/10/2018	00207206	The Quick Fix	\$131.92	Check
08/10/2018	00207207	ThyssenKrupp Elevator Corporation	\$751.89	Check
08/10/2018	00207208	Irrigation Systems Tradition CDD 1	\$221.20	Check
08/10/2018	00207209	United Parcel Service	\$81.52	Check
08/10/2018	00207210	United Way Of St Lucie Co	\$288.00	Check
08/10/2018	00207211	US*	\$120.40	Check
08/10/2018	00207212	Vantage Transfer Agents304743	\$30.00	Check
08/10/2018	00207213	Waste Pro Fort Pierce 103	\$719.44	Check
08/10/2018	00207214	THEODORE WILLEMS	\$71.66	Check
08/10/2018	00207215	Windward Communications Inc	\$228.00	Check
08/10/2018	00207216	Wool Plumbing Supply	\$300.61	Check
08/10/2018	00207217	Zoll Medical Corportion GPO	\$1,110.00	Check
08/15/2018	00207218	AT&T	\$974.75	Check
08/15/2018	00207219	Blue Cross Blue Shield of FL	\$580.00	Check
08/15/2018	00207220	Cigna Health and Life Insurance Company	\$75.81	Check
08/15/2018	00207221	City Of Pt St Lucie Utility Sys Dep	\$401.75	Check
08/15/2018	00207222	D & D Garage Doors of PSL	\$718.75	Check
08/15/2018	00207223	Dale Powell	\$586.60	Check
08/15/2018	00207224	DragonFly Graphics	\$526.70	Check
08/15/2018	00207225	Fire Equipment Services	\$2,069.52	Check
08/15/2018	00207226	First Coast Service Options	\$2,643.39	Check
08/15/2018	00207227	First National Bank Omaha	\$6,785.35	Check
08/15/2018	00207228	Guardian of Kaily Jimenez	\$10.00	Check
08/15/2018	00207229	Home Depot Credit Services	\$1,659.05	Check
08/15/2018	00207230	Humana Claims Office	\$391.49	Check
08/15/2018	00207231	Humana Health Care Plans	\$1,037.98	Check
08/15/2018	00207232	Inc. J.M.B. Repairs	\$589.13	Check

## SLCFD Monthly Check Register

Issue Date	Document Number	Payee Name	Total Amount	Document Type Description
08/15/2018	00207233	Javier Moreno	\$116.88	Check
08/15/2018	00207234	Johnstone Supply	\$35.49	Check
08/15/2018	00207235	Lifeline Pharmaceuticals LLC	\$312.95	Check
08/15/2018	00207236	DANIEL C MIKELS	\$302.04	Check
08/15/2018	00207237	Molina Healthcare	\$53.90	Check
08/15/2018	00207238	Nancy Sekula	\$32.49	Check
08/15/2018	00207239	Quad Med Inc	\$1,192.16	Check
08/15/2018	00207240	KAREN RUSSELL	\$10.72	Check
08/15/2018	00207241	CAROL A SPENCER	\$11.00	Check
08/15/2018	00207242	Sprint	\$461.25	Check
08/15/2018	00207243	St Lucie Battery & Tire	\$454.50	Check
08/15/2018	00207244	Standard Insurance Company	\$9,426.46	Check
08/15/2018	00207245	Stewart & Stevenson FDDA LLC	\$1,002.79	Check
08/15/2018	00207246	Stewart & Stevenson FDDA LLC	\$766.08	Check
08/15/2018	00207247	Suncoast Welding	\$30.00	Check
08/15/2018	00207248	Sunrise Paint & Wallcovering	\$101.37	Check
08/15/2018	00207249	Sunshine Health	\$88.28	Check
08/15/2018	00207250	Sunshine Health	\$80.46	Check
08/15/2018	00207251	Ten 8	\$265.99	Check
08/15/2018	00207252	Tiresoles of Broward Dbm Miami Tiresoles Elpex	\$7,277.03	Check
08/15/2018	00207253	Trane	\$841.61	Check
08/15/2018	00207254	United Healthcare	\$591.76	Check
08/15/2018	00207255	United Healthcare	\$446.40	Check
08/15/2018	00207256	Velde Ford Inc	\$45.27	Check
08/15/2018	00207257	Verizon Wireless	\$3,444.91	Check
08/15/2018	00207258	Zenith Insurance Company	\$272.53	Check
08/15/2018	00207259	Zoll Medical Corporation GPO	\$2,016.00	Check
08/24/2018	00207261	LLC Power Tech Shop Supplies	\$513.60	Check
08/24/2018	00207262	Aetna	\$229.56	Check
08/24/2018	00207263	Aetna	\$398.57	Check
08/24/2018	00207264	Aetna	\$291.44	Check
08/24/2018	00207265	Arrow International Inc	\$1,809.50	Check
08/24/2018	00207266	Baker Distributing Company	\$142.78	Check
08/24/2018	00207267	Biowaste LLC	\$212.50	Check
08/24/2018	00207268	Blue Cross Blue Shield of FL	\$663.68	Check
08/24/2018	00207269	Blue Cross Blue Shield of FL	\$395.98	Check
08/24/2018	00207270	BoundTree Medical LLC	\$5,150.95	Check
08/24/2018	00207271	Carla Anderson	\$40.00	Check
08/24/2018	00207272	City Of Pt St Lucie Utility Sys Dep	\$842.34	Check

## SLCFD Monthly Check Register

Issue Date	Document Number	Payee Name	Total Amount	Document Type Description
08/24/2018	00207273	Incorporated Cliff Berry	\$200.00	Check
08/24/2018	00207274	Comcast	\$204.85	Check
08/24/2018	00207275	DANGRA INC	\$489.00	Check
08/24/2018	00207276	Directv	\$135.62	Check
08/24/2018	00207277	LLC EMS Billing Management	\$3,654.79	Check
08/24/2018	00207278	Fire Equipment Services	\$4,686.25	Check
08/24/2018	00207279	First Coast Service Options	\$953.36	Check
08/24/2018	00207280	Flamingo Oil Company	\$581.28	Check
08/24/2018	00207281	Fort Pierce Utilities	\$3,926.57	Check
08/24/2018	00207282	GLASGOW EQUIPMENT SERVICES INC.	\$327.50	Check
08/24/2018	00207283	Humana Claims Office	\$325.19	Check
08/24/2018	00207284	Humana Health Care Plans	\$359.60	Check
08/24/2018	00207285	Joan Grimaldi	\$250.00	Check
08/24/2018	00207286	Jordan MowerGoodknight Lawn Equipment	\$32.75	Check
08/24/2018	00207287	Kauffs Transportation Systems	\$434.41	Check
08/24/2018	00207288	Kenworth of South Florida	\$2,656.95	Check
08/24/2018	00207289	Lifeline Pharmaceuticals LLC	\$190.00	Check
08/24/2018	00207290	Magellan Complete Care Florida	\$94.01	Check
08/24/2018	00207291	Molina Healthcare	\$88.58	Check
08/24/2018	00207292	Municipal Equipment Company Llc	\$168.00	Check
08/24/2018	00207293	O'Reilly Auto Parts	\$212.53	Check
08/24/2018	00207294	O'Reilly Auto Parts	\$189.11	Check
08/24/2018	00207295	Pitney Bowes Global Financial Services LLC	\$769.00	Check
08/24/2018	00207296	Prestige Health Choice	\$89.17	Check
08/24/2018	00207297	Pro Tech Appliance Inc	\$135.00	Check
08/24/2018	00207298	Quad Med Inc	\$3,629.88	Check
08/24/2018	00207299	Sherloq Financial	\$1,868.68	Check
08/24/2018	00207300	SOUTHEASTERN EMERGENCY EQUIPMENT	\$111.25	Check
08/24/2018	00207301	Southern Janitor	\$192.60	Check
08/24/2018	00207302	Southern Stitches	\$3,047.40	Check
08/24/2018	00207303	St Lucie West Services District	\$281.04	Check
08/24/2018	00207304	Sunrise Paint & Wallcovering	\$85.90	Check
08/24/2018	00207305	Sunshine Health	\$94.62	Check
08/24/2018	00207306	Ten 8	\$181.01	Check
08/24/2018	00207307	Thermo King Orlando	\$139.32	Check
08/24/2018	00207308	TriZetto Provider Solutions	\$999.50	Check
08/24/2018	00207309	Tylander's	\$27.25	Check
08/24/2018	00207310	United Parcel Service	\$12.17	Check
08/24/2018	00207311	WageWorks	\$219.35	Check

## SLCFD Monthly Check Register

Issue Date	Document Number	Payee Name	Total Amount	Document Type Description
08/24/2018	00207312	WellMed	\$208.46	Check
08/24/2018	00207313	West Payment Center	\$371.68	Check
08/24/2018	00207314	Zoll Data	\$6,637.60	Check
08/24/2018	00207315	Fellow Christian Firefighters	\$78.50	Check
08/24/2018	00207316	Fire Fighters Assoc Mda Acct	\$99.50	Check
08/24/2018	00207317	Fire Fighters Association	\$12,466.00	Check
08/24/2018	00207318	Kass Shuler Trust Account	\$50.00	Check
08/24/2018	00207319	MFS Service Center	\$525.00	Check
08/24/2018	00207320	PFIA	\$5,468.84	Check
08/24/2018	00207321	The Hundred Club	\$86.00	Check
08/24/2018	00207322	United Way Of St Lucie Co	\$288.00	Check
08/24/2018	00207323	US*	\$120.40	Check
08/24/2018	00207324	Vantage Transfer Agents304743	\$30.00	Check
08/27/2018	00207325	Brown & Brown Insurance	\$527.29	Check
08/27/2018	00207326	Carrier Enterprise LLC FLA	\$5,000.00	Check
08/27/2018	00207327	CHANGE Healthcare	\$100.00	Check
08/27/2018	00207328	Gaspar Body & Paint Inc	\$6,753.62	Check
08/27/2018	00207329	LLC. JSR ENTERPRISES EAST COAST	\$49,062.55	Check
08/27/2018	00207330	MGA Insurance	\$248.53	Check
08/27/2018	00207331	KAREN RUSSELL	\$64.48	Check
08/27/2018	00207332	St Lucie County Utilities	\$332.92	Check
08/27/2018	00207333	Tylander's	\$257.90	Check
08/27/2018	00207334	Unicare	\$485.12	Check
08/27/2018	00207335	Wright National Flood Insurance	\$11,904.00	Check
08/30/2018	00207336	First Coast Service Options	\$302.68	Check
08/30/2018	00207337	WageWorks	\$219.35	Check
08/30/2018	00207338	WARD DIESEL FILTER SYSTEMS	\$43,695.30	Check
08/30/2018	00207339	First Coast Service Options	\$650.68	Check
08/31/2018	15325328	PNC Bank	\$25,100.57	Check
08/09/2018	39178541	Slcfd Employee Benefit Trust	\$648,713.30	Check
<b>Total Amount:</b>			<b>\$1,052,805.88</b>	
<b>Total Items</b>	<b>225</b>			

# Consent Agenda

## Item 8C

Authorized Spending Report – August

**St. Lucie County Fire District  
By Object  
As of Aug 31, 2018**

Budget Object	Adopted Budget	Revised Budget	MTD Actuals	YTD Actuals	Encumbrances	YTD Available	YTD Available %
5221120 - EXECUTIVE	388,803.00	406,915.00	19,912.79	280,622.79	0.00	126,292.21	31.04%
5221121 - EXECUTIVE RETIREMENT PAY OUT	0.00	137,292.00	0.00	131,708.71	0.00	5,583.29	4.07%
5221210 - ADMINISTRATION	2,637,286.00	2,638,986.00	197,993.57	2,421,509.65	0.00	217,476.35	8.24%
5221230 - FIREFIGHTERS	32,033,141.00	31,892,926.00	2,308,660.02	26,559,267.56	0.00	5,333,658.44	16.72%
5221231 - FIREFIGHTER RETIREMENT PAYOUT	0.00	248,684.00	0.00	248,683.74	0.00	0.26	0.00%
5221240 - DISPATCH	1,071,868.00	1,071,868.00	77,804.39	924,569.38	0.00	147,298.62	13.74%
5221290 - SUPPORT	1,433,625.00	1,433,625.00	106,945.38	1,231,820.23	0.00	201,804.77	14.08%
5221300 - TEMPORARY EMPLOYEE EXP	10,000.00	10,000.00	1,391.00	35,680.65	0.00	(25,680.65)	-256.81%
5221450 - OVERTIME	940,000.00	1,021,275.00	70,739.97	1,072,613.28	0.00	(51,338.28)	-5.03%
5222110 - FICA	2,161,132.00	2,141,338.00	167,422.78	2,015,572.93	0.00	125,765.07	5.87%
5222111 - FICA RETIRE PAYOUT	0.00	21,594.00	0.00	21,593.38	0.00	0.62	0.00%
5222120 - MEDICARE	505,428.00	500,410.00	39,155.25	475,648.44	0.00	24,761.56	4.95%
5222121 - MEDICARE RETIRE PAYOUT	0.00	5,518.00	0.00	5,517.90	0.00	0.10	0.00%
5222215 - RETIREE'S 1% TRUST FUND	347,609.00	347,908.00	28,082.98	331,894.61	0.00	16,013.39	4.60%
5222220 - RETIREMENT CONTRIBUTION	12,609,668.00	12,609,668.00	0.00	12,432,421.00	0.00	177,247.00	1.41%
5222221 - RETIREMENT CONTRIBUTION-GENERA	1,142,444.00	1,142,444.00	0.00	1,142,444.00	0.00	0.00	0.00%
5222310 - GROUP DENTAL	413,743.00	413,743.00	0.00	260,311.22	0.00	153,431.78	37.08%
5222315 - GROUP HEALTH INSURANCE	6,160,350.00	6,160,350.00	518,085.00	5,402,214.99	0.00	758,135.01	12.31%
5222316 - GROUP EAP	9,240.00	9,240.00	0.00	5,239.50	0.00	4,000.50	43.30%
5222320 - GROUP LIFE INSURANCE	101,635.00	101,635.00	6,399.41	80,989.01	0.00	20,645.99	20.31%
5222325 - GROUP VISION PLAN	44,410.00	44,410.00	0.00	27,916.33	0.00	16,493.67	37.14%
5222340 - RETIREE'S GROUP DENTAL	21,701.00	21,701.00	1,786.14	19,758.54	0.00	1,942.46	8.95%
5222345 - RETIREE'S GROUP HEALTH INSURAN	252,410.00	252,410.00	20,646.81	229,045.56	0.00	23,364.44	9.26%
5222350 - RETIREE'S GROUP LIFE INSURANCE	408.00	408.00	35.42	398.09	0.00	9.91	2.43%
5222355 - RETIREE'S GROUP VISION PLAN	2,181.00	2,181.00	180.48	1,992.13	0.00	188.87	8.66%
5222410 - WORKERS COMP	1,534,262.00	1,585,633.00	272.53	1,384,400.00	0.00	201,233.00	12.69%
5222510 - UNEMPLOYMENT COMPENSATION	10,000.00	10,000.00	0.00	0.00	0.00	10,000.00	100.00%
5223105 - GARNISHMENT FEES	0.00	0.00	(4.00)	(39.00)	0.00	39.00	

**St. Lucie County Fire District  
By Object  
As of Aug 31, 2018**

Budget Object	Adopted Budget	Revised Budget	MTD Actuals	YTD Actuals	Encumbrances	YTD Available	YTD Available %
5223115 - SPECIAL OPS PHYSICALS	37,156.00	37,156.00	2,250.00	31,878.00	0.00	5,278.00	14.20%
5223130 - MISC ATTORNEY	30,000.00	30,000.00	0.00	4,550.25	0.00	25,449.75	84.83%
5223135 - MEDICAL DIRECTOR	45,000.00	45,000.00	5,192.31	43,038.49	0.00	1,961.51	4.36%
5223140 - MISC CONSULTING FEES	176,000.00	202,630.00	3,654.79	122,115.29	49,499.00	31,015.71	15.31%
5223150 - PREEMP PHYSICAL & DRUG	16,740.00	16,740.00	0.00	11,604.75	0.00	5,135.25	30.68%
5223160 - RANDOM DRUG TESTS	4,600.00	3,541.00	0.00	880.00	0.00	2,661.00	75.15%
5223170 - YEARLY PHYSICALS	143,833.00	143,833.00	11,980.00	109,667.75	0.00	34,165.25	23.75%
5223210 - AUDITORS	40,000.00	40,000.00	0.00	42,450.00	0.00	(2,450.00)	-6.12%
5223410 - PEST CONTROL	6,510.00	6,510.00	430.00	5,621.27	0.00	888.73	13.65%
5223420 - OTHER CONTRACTED SERVICES	11,500.00	6,500.00	749.00	749.00	0.00	5,751.00	88.48%
5224010 - TRAVEL EXPENSE	69,907.00	69,907.00	2,440.61	37,608.17	0.00	32,298.83	46.20%
5224011 - PHYSICAL REIMBURSEMENT	31,500.00	31,500.00	700.00	21,700.00	0.00	9,800.00	31.11%
5224110 - TELEPHONE, INTERNET	44,253.00	44,253.00	7,946.83	44,826.91	0.00	(573.91)	-1.30%
5224111 - INTERNET SERVICE	2,388.00	2,388.00	204.85	1,939.80	0.00	448.20	18.77%
5224115 - OTHER COMMUNICATION EQUIPMENT	155,000.00	35,000.00	312.00	29,023.88	118.12	5,858.00	16.74%
5224210 - FREIGHT/POSTAGE	49,000.00	49,500.00	3,106.52	31,903.48	0.00	17,596.52	35.55%
5224310 - BIO HAZARDOUS WASTE	3,730.00	4,430.00	425.00	3,298.00	0.00	1,132.00	25.55%
5224315 - ELECTRICITY WATER SEWER	276,700.00	275,064.00	9,692.78	227,428.29	0.00	47,635.71	17.32%
5224316 - ELECTRICITY WATER SEWER - OLD	5,000.00	4,000.00	544.65	3,381.78	0.00	618.22	15.46%
5224320 - GARBAGE	16,262.00	16,367.00	2,046.52	14,504.04	0.00	1,862.96	11.38%
5224321 - GARBAGE - OLD STATION 2	553.00	553.00	53.92	485.28	0.00	67.72	12.25%
5224325 - L P and NG	20,695.00	21,545.00	1,451.48	16,395.95	0.00	5,149.05	23.90%
5224411 - EQUIPMENT LEASE	10,800.00	10,800.00	769.00	8,459.00	0.00	2,341.00	21.68%
5224510 - AUTO & INLAND MARINE	486,130.00	486,130.00	47,955.12	413,698.95	0.00	72,431.05	14.90%
5224520 - GENERAL INSURANCE	900.00	900.00	0.00	800.00	0.00	100.00	11.11%
5224530 - LIFE INSURANCE STATE MAN	8,700.00	8,700.00	0.00	8,606.00	0.00	94.00	1.08%
5224610 - AMBULANCE VEHICLE	150,000.00	150,000.00	12,181.16	44,547.98	10,895.87	94,556.15	63.04%
5224615 - AMBULANCE EQUIP	32,150.00	30,150.00	1,065.98	25,010.96	135.00	5,004.04	16.60%

**St. Lucie County Fire District  
By Object  
As of Aug 31, 2018**

Budget Object	Adopted Budget	Revised Budget	MTD Actuals	YTD Actuals	Encumbrances	YTD Available	YTD Available %
5224625 - APPLIANCE REPAIRS	5,660.00	7,080.00	280.53	6,958.18	0.00	121.82	1.72%
5224630 - AUTOMOBILE	52,000.00	52,000.00	2,599.06	39,965.12	3,117.10	8,917.78	17.15%
5224635 - BUILDING REPAIR & MAINTEN	232,838.00	251,549.00	14,715.68	223,405.18	22,303.38	5,840.44	2.32%
5224645 - COMPUTER EQUIP	319,150.00	319,150.00	6,637.60	217,924.80	26,876.92	74,348.28	23.30%
5224650 - FIRE VEHICLE	219,500.00	218,000.00	10,370.85	128,376.11	16,378.45	73,245.44	33.60%
5224655 - FIREFIGHTING EQUIPMENT	23,051.00	24,723.00	3,057.45	16,301.45	123.96	8,297.59	33.56%
5224660 - FUEL TANK	70,000.00	5,598.00	327.50	5,672.74	(984.23)	909.49	16.25%
5224665 - GENERATOR	14,100.00	16,695.00	345.65	14,075.12	0.00	2,619.88	15.69%
5224675 - CARDIAC MONITORS	42,000.00	40,500.00	0.00	39,720.74	0.00	779.26	1.92%
5224680 - MISC EQUIP	3,550.00	3,550.00	223.50	1,680.78	277.50	1,591.72	44.84%
5224681 - SPECIAL OPS EQUIPMENT	2,500.00	2,500.00	0.00	2,409.70	0.00	90.30	3.61%
5224685 - OFFICE EQUIP	400.00	400.00	0.00	0.00	0.00	400.00	100.00%
5224690 - SCBA	13,932.00	13,561.00	1,401.30	13,560.14	0.00	0.86	0.01%
5224695 - SMALL EQUIP	3,000.00	3,000.00	299.45	2,633.37	84.62	282.01	9.40%
5224699 - YARD	12,185.00	19,385.00	(300.00)	15,522.93	2,700.15	1,161.92	5.99%
5224710 - PRINTING & PRINTED FORMS	22,972.00	22,722.00	3,049.00	7,657.14	0.00	15,064.86	66.30%
5224805 - PUBLIC RELATIONS	2,000.00	2,000.00	0.00	1,018.65	447.04	534.31	26.72%
5224806 - PUBLIC EDUCATION	500.00	500.00	0.00	0.00	0.00	500.00	100.00%
5224810 - ADVERTISING	21,295.00	8,414.00	0.00	3,393.00	0.00	5,021.00	59.67%
5224915 - COLLECTION EXPENSE	34,200.00	29,200.00	1,868.68	22,565.72	0.00	6,634.28	22.72%
5224920 - CONTINGENCY	75,000.00	75,000.00	0.00	0.00	0.00	75,000.00	100.00%
5224935 - INVENTORY SHRINKAGE	6,000.00	6,000.00	0.00	(146.65)	0.00	6,146.65	102.44%
5224938 - COST OF ITEMS SOLD	0.00	0.00	567.90	0.00	0.00	0.00	
5224950 - MIS LICENSES, PERMITS FEE	7,465.00	6,950.00	0.00	1,849.35	0.00	5,100.65	73.39%
5224955 - MISCELLANEOUS EXPENSE	14,100.00	19,100.00	408.70	10,384.17	0.00	8,715.83	45.63%
5224960 - PROPERTY APPRAISER FEES	860,488.00	744,513.00	0.00	744,512.09	0.00	0.91	0.00%
5224965 - REPLACEMENT OF PER PROPER	500.00	500.00	0.00	65.00	0.00	435.00	87.00%
5224970 - SPECIAL DISTRICT FEES	175.00	175.00	0.00	175.00	0.00	0.00	0.00%

**St. Lucie County Fire District  
By Object  
As of Aug 31, 2018**

Budget Object	Adopted Budget	Revised Budget	MTD Actuals	YTD Actuals	Encumbrances	YTD Available	YTD Available %
5224975 - STORM WATER FEES	21,155.00	24,837.00	0.00	23,753.55	0.00	1,083.45	4.36%
5224980 - TAX COLLECTOR FEES	1,141,241.00	1,141,241.00	201.14	1,110,108.15	0.00	31,132.85	2.73%
5224985 - IRCC SCHOLARSHIP	5,000.00	5,000.00	0.00	5,000.00	0.00	0.00	0.00%
5224990 - DISTRICT SPECIAL EVENTS	15,000.00	15,000.00	593.26	11,304.50	435.00	3,260.50	21.74%
5225110 - OFFICE SUPPLIES	31,714.00	26,617.00	868.90	9,412.63	1,216.79	15,987.58	60.07%
5225201 - AMBULANCE EQUIPMENT	34,000.00	41,000.00	5,550.63	34,641.29	1,590.84	4,767.87	11.63%
5225205 - BUNKER GEAR	200,000.00	193,237.00	20,510.40	142,526.84	30,593.87	20,116.29	10.41%
5225211 - MISCELLANEOUS EQUIP	300.00	0.00	0.00	0.00	0.00	0.00	
5225215 - COMPUTER EQUIPMENT	59,315.00	59,315.00	2,294.20	10,897.84	20,357.69	28,059.47	47.31%
5225220 - FIREFIGHTERS EQUIPMENT	55,130.00	42,700.00	(5,784.15)	14,108.59	1,127.84	27,463.57	64.32%
5225225 - FUEL	475,000.00	475,000.00	35,635.07	413,687.80	167.50	61,144.70	12.87%
5225228 - FURNITURE & FIXTURES	53,886.00	27,734.00	293.91	21,122.08	1,465.45	5,146.47	18.56%
5225230 - SPECIAL OPS	10,660.00	11,910.00	229.14	8,562.83	869.47	2,477.70	20.80%
5225235 - HOUSEHOLD APPLIANCES	7,230.00	12,402.00	688.00	9,885.39	269.00	2,247.61	18.12%
5225240 - HOUSEKEEPING SUPPLIES	57,492.00	59,984.00	4,986.20	52,933.30	124.40	6,926.30	11.55%
5225245 - HOSE AND NOZZLES	5,000.00	9,245.00	0.00	184.00	8,476.65	584.35	6.32%
5225255 - MEDICAL SUPPLIES	566,327.00	566,439.00	59,834.71	475,218.28	3,267.72	87,953.00	15.53%
5225256 - VACCINATIONS & PPD TESTING	3,850.00	11,924.00	1,291.66	10,617.80	0.00	1,306.20	10.95%
5225261 - SCBA	10,850.00	5,219.00	0.00	5,182.14	0.00	36.86	0.71%
5225265 - MISC CLOTHING	250.00	250.00	0.00	0.00	0.00	250.00	100.00%
5225270 - MISC SUPPLIES	8,530.00	8,030.00	690.03	3,702.47	14.31	4,313.22	53.71%
5225275 - OFFICE EQUIPMENT	1,275.00	1,807.00	41.69	520.56	0.00	1,286.44	71.19%
5225280 - OPERATING SUPPLIES	40,148.00	37,550.00	431.07	19,125.86	2,286.86	16,137.28	42.98%
5225290 - FIRE BOARD EXPENDITURES	2,500.00	2,500.00	0.00	0.00	0.00	2,500.00	100.00%
5225295 - SAFETY SHOES	25,000.00	23,000.00	3,154.83	20,298.19	646.50	2,055.31	8.94%
5225297 - SAFETY EQUIPMENT	1,000.00	1,000.00	0.00	0.00	0.00	1,000.00	100.00%
5225299 - UNIFORMS	50,000.00	60,000.00	10,917.15	43,076.22	523.62	16,400.16	27.33%
5225410 - BOOKS & SUBSCRIPTIONS	37,964.00	37,964.00	2,029.18	26,314.22	0.00	11,649.78	30.69%

**St. Lucie County Fire District  
By Object  
As of Aug 31, 2018**

Budget Object	Adopted Budget	Revised Budget	MTD Actuals	YTD Actuals	Encumbrances	YTD Available	YTD Available %
5225415 - DUES & MEMBERSHIPS	20,414.00	20,414.00	220.00	16,179.94	0.00	4,234.06	20.74%
5225416 - WELLNESS PROGRAM	55,000.00	55,000.00	0.00	35,338.91	14,296.92	5,364.17	9.75%
5225425 - PRE EMPLOYMENT TESTING	608.00	608.00	0.00	48.00	0.00	560.00	92.11%
5225510 - SEMINARS/CONVENTIONS	47,048.00	47,048.00	0.00	20,754.10	0.00	26,293.90	55.89%
5225530 - TUITION REIMBURSEMENT - BARGAI	175,000.00	175,000.00	8,202.25	117,868.91	0.00	57,131.09	32.65%
5225531 - TUITION REIMBURSEMENT - NON-BA	8,650.00	8,650.00	0.00	5,655.00	0.00	2,995.00	34.62%
5226410 - AMBULANCE EQUIPMENT	10,000.00	17,000.00	0.00	0.00	0.00	17,000.00	100.00%
5226420 - COMMUNICATION EQUIPMENT	4,200.00	89,050.00	0.00	26,082.50	53,890.00	9,077.50	10.19%
5226422 - COMPUTER EQUIPMENT	150,000.00	150,000.00	0.00	61,052.57	42,271.14	46,676.29	31.12%
5226423 - FUEL TANKS	0.00	49,063.00	49,062.55	49,062.55	0.00	0.45	0.00%
5226432 - MISC APPLIANCE	15,000.00	8,609.00	0.00	6,608.01	0.00	2,000.99	23.24%
5226433 - SPECIAL OPS EQUIPMENT	3,000.00	6,800.00	0.00	0.00	4,530.00	2,270.00	33.38%
5226435 - MISC EQUIPMENT	41,730.00	61,990.00	0.00	42,289.99	12,284.00	7,416.01	11.96%
5226439 - COMPUTER SOFTWARE	62,600.00	62,600.00	0.00	7,566.88	0.00	55,033.12	87.91%
5226440 - MISC FIREFIGHTING EQUIP	10,000.00	7,350.00	6,750.00	(16,625.00)	20,909.85	3,065.15	41.70%
5226455 - ROLLING STOCK FIRE	43,696.00	70,696.00	43,695.30	43,695.30	26,217.18	783.52	1.11%
5229920 - RESERVE FOR ENCUMBRANCES	75,000.00	75,000.00	0.00	0.00	0.00	75,000.00	100.00%
<b>Overall - Total</b>	<b>71,406,675.00</b>	<b>71,703,807.00</b>	<b>3,978,902.41</b>	<b>62,457,409.91</b>	<b>379,805.48</b>	<b>8,866,591.61</b>	<b>12.37%</b>

# Consent Agenda

Item 8D

Budget Revenue Report – August

**St. Lucie County Fire District**  
**Budget Revenue Report**  
**Fiscal Year 2018**

Through August  
Accounts: All Accounts  
Run Date: Aug 31, 2018  
User: SLCFD\trabulsyc

Budget Object and Description	Organization Key	Adopted Budget	Revised Budget	MTD Rev	YTD Rev	YTD Variance	YTD Variance %
3110100 - AD VALOREM CURRENT	001	57,062,053.00	57,062,053.00	10,055.96	55,245,186.83	(1,816,866.17)	3.18%
3110500 - AD VALOREM LESS %	001	(2,282,482.00)	(2,282,482.00)	-	-	2,282,482.00	100.00%
3221000 - PERMIT FEES	001	522,500.00	522,500.00	47,425.29	997,376.96	474,876.96	-90.89%
3315000 - FEMA	001	-	-	-	20,567.20	20,567.20	
3415100 - FEES REMITTED FROM TAX COLLECT	001	256,000.00	256,000.00	-	-	(256,000.00)	100.00%
3415600 - FEES REMITTED FROM PROPERTY AP	001	26,000.00	26,000.00	-	-	(26,000.00)	100.00%
3424100 - SEMINOLE TRIBE OF FLORIDA	001	24,900.00	24,900.00	-	24,900.00	-	0.00%
3424101 - AIR MEDIC TRANSPORT	001	540,000.00	540,000.00	45,000.00	499,000.00	(41,000.00)	7.59%
3426000 - AMBULANCE FEES	940	21,570,442.00	21,570,442.00	-	17,584,470.42	(3,985,971.58)	18.48%
3426001 - INSURANCE ADJUSTMENTS	940	(230,628.00)	(230,628.00)	-	(179,324.58)	51,303.42	22.25%
3426002 - MEDICAID ADJUSTMENTS	940	(2,473,381.00)	(2,473,381.00)	-	(1,686,645.31)	786,735.69	31.81%
3426003 - MEDICARE ADJUSTMENTS	940	(3,080,729.00)	(3,080,729.00)	-	(2,809,757.58)	270,971.42	8.80%
3426005 - LESS BILLING ADJUSTMENT	940	(4,285,704.00)	(4,285,704.00)	-	(22,582.77)	4,263,121.23	99.47%
3611000 - INTEREST	001	70,000.00	71,400.00	86.56	191,119.36	119,719.36	-167.67%
3621005 - RENT - RHODE ISLAND LEASE	001	52,800.00	52,800.00	6,200.00	49,750.00	(3,050.00)	5.78%
3660100 - CONTRIBUTIONS/DONATIONS	001	250.00	250.00	-	525.00	275.00	-110.00%
3691505 - REFUNDS	001	-	-	3,130.16	4,177.39	4,177.39	
3699150 - MISCELLANEOUS REVENUES	001	5,550.00	5,550.00	1,083.02	10,173.99	4,623.99	-83.32%
3699350 - CONTRACTED SERVICES	001	60,000.00	60,000.00	15,648.50	81,556.49	21,556.49	-35.93%
3819181 - INTERFUND TRANSFER IN	001	1,169,104.00	1,178,704.00	-	-	(1,178,704.00)	100.00%
3899001 - FUND BALANCE FORWARD	001	2,400,000.00	2,686,132.00	-	-	(2,686,132.00)	100.00%
<b>Overall - Total</b>		<b>71,406,675.00</b>	<b>71,703,807.00</b>	<b>128,629.49</b>	<b>70,010,493.40</b>	<b>(1,693,313.60)</b>	<b>2.36%</b>

# Consent Agenda

Item 8E

Investment Report - July

## FIRE DISTRICT INVESTMENT REPORT

Balances as of July 2018

Bank Name	Term	Int Rate	Ending Balance	Maturity Date
State Board	Liquid	2.22%	\$3,316,198.65	Liquid
BankUnited	Liquid	1.40%	\$3,452,839.70	Liquid
SPIA	Liquid	1.81%	\$114,508.10	Liquid
FLSAFE	Liquid	2.10%	\$1,234,096.46	Liquid
FLFIT - 1-3 yr	Liquid	2.63%	\$604,898.93	Liquid
FLFIT - CP	Liquid	2.14%	\$7,926,492.24	Liquid
FLCLASS	Liquid	2.18%	\$11,583,020.92	Liquid
Seacoast Bank	Liquid	0.00%	\$1,199,089.25	Liquid

<b>Current Invested Balance</b>	<b>\$29,431,144.25</b>
<b>Last Month Invested Balance</b>	<b>\$32,539,019.71</b>

<b>Current Month - Interest Rate</b>	<b>2.00%</b>
<b>Last Month Interest Rate</b>	<b>1.82%</b>

# Consent Agenda

Item 8F

Statement of Interest – July

**ST. LUCIE COUNTY FIRE DISTRICT**  
**STATEMENT OF INTEREST - JULY 2018**

Balance as of July 1, 2018		\$355,122.45
General Fund	\$14,904.03	
Impact Fees	\$5,486.07	
Matching Grant	\$373.28	
Capital Outlay	\$1,347.88	
Rolling Stock Capital	\$13,238.40	
Unanticipated Emergency Reserve	\$14,623.21	
Public Education	\$208.55	
		50,181.42
Total Interest Earned as of July 31, 2018		<u><u>\$405,303.87</u></u>

# Consent Agenda

Item 8G

Financial Report – July

**ST. LUCIE COUNTY FIRE DEPARTMENT**  
**COMBINED STATEMENT OF REVENUE, EXPENDITURES AND CHANGES IN FUND BALANCES**  
**July 31, 2018**  
**(UNAUDITED)**

	All General Fund	Special Revenue Funds	Total
<b>Revenues</b>			
Ad Valorem Taxes	55,235,131	-	55,235,131
Permits	949,952	-	949,952
Impact Fees	-	1,242,414	1,242,414
Federal Grants	20,567	463,273	483,840
State Grants	-	48,223	48,223
Public Safety	13,365,060	-	13,365,060
Interest and Other Earnings	362,682	41,781	404,463
Rents and Royalties	43,550	-	43,550
Contributions and Donations	525	5,000	5,525
Other Miscellaneous Revenue	76,046	170,198	246,244
InterFund Group Transfers In	433,578	-	433,578
<b>Revenues - Total</b>	<b>70,487,091</b>	<b>1,970,888</b>	<b>72,457,979</b>
<b>Expenditures and Expenses</b>			
Personnel Services	53,144,030	-	53,144,030
Operating Expenses	5,220,861	219,596	5,440,456
Capital Outlay	113,617	199,362	312,979
Debt Service	-	95,763	95,763
Other Uses	433,578	-	433,578
<b>Total Operational Expenditures</b>	<b>58,912,086</b>	<b>514,721</b>	<b>59,426,807</b>
<b>EXCESS (DEFICIT) OF REVENUES OVER EXPENDITURES</b>	<b>11,575,005</b>	<b>1,456,167</b>	<b>13,031,172</b>
<b>BEGINNING OF YEAR - Total</b>	<b>21,046,417</b>	<b>4,173,131</b>	<b>25,219,548</b>
<b>AS OF 07/31/2018</b>	<b>32,621,423</b>	<b>5,629,298</b>	<b>38,250,721</b>

# Consent Agenda

Item 8H

Ambulance Billing – July

ST LUCIE COUNTY FIRE DISTRICT  
 AMBULANCE BILLING FINANCIALS JULY 2018

<b><u>RECEIVABLES 6/30/2018</u></b>	\$10,570,788.38	\$2,715,591.09	<b>\$13,286,379.47</b>
-------------------------------------	-----------------	----------------	------------------------

**CURRENT MONTH CHARGES**

MEDICARE	\$526,287.80		
MEDICAID	\$18,738.20		
INSURANCE	\$732,271.50		
PRIVATE PAY	\$332,722.60		
CHARGES	\$1,610,020.10		
PURGE			
PRIOR CREDIT ADJ	-35.00		
PRIOR MONTH CHARGES	(75.00)		
TOTAL	1,609,910.10		<b>1,609,910.10</b>

**PAYMENTS**

MEDICARE	(\$291,081.16)		
MEDICAID	(\$9,698.40)		
INSURANCE	(\$495,561.98)		
PRIVATE	(\$85,391.00)		
TOTAL PMTS	(\$881,732.54)		<b>(\$881,732.54)</b>

**ADJUSTMENTS**

MEDICARE	(\$247,187.56)		
MEDICAID	(\$165,566.13)		
INSURANCE	(\$19,007.28)		
Bad Debt	\$2,081.75		
BANKRUPTCY	(\$1,919.69)		
PROBATE/DECEASED	(\$490.04)		
EMPL/DEP	(\$2,092.60)		
CHARITY	(\$732.00)		
POSTING ERROR			
BAD DEBT YR END			
SMALL BAL ADJ	(\$25.70)		
	(\$434,939.25)		<b>(\$434,939.25)</b>

<b><u>AMBULANCE RUNS:</u></b>	2573		
<b><u>RECEIVABLES 07/31/2018</u></b>	\$10,864,026.69	\$2,715,591.09	<b>\$13,579,617.78</b>

2014-2015	October	November	December	January	February	March	April	May	June	July	August	September	TOTAL
<b>Charges</b>	1,345,114	1,347,186	1,452,269	1,441,468	1,336,493	1,446,020	1,377,405	1,412,102	1,316,776	1,344,389	1,307,494	1,303,229	<b>16,429,945</b>
<b>Adjustments</b>	-366,920	-240,967	-284,345	-200,955	-252,819	-308,839	-285,358	-262,995	-224,563	-272,230	-358,276	-327,815	<b>-3,386,082</b>
<b>Net Charges</b>	978,194	1,106,219	1,167,924	1,240,513	1,083,674	1,137,181	1,092,047	1,149,107	1,092,213	1,072,159	949,218	975,414	<b>13,043,863</b>
<b>Payments</b>	1,010,514	778,651	754,850	694,721	865,097	875,026	998,105	855,330	795,000	887,327	865,021	838,504	<b>10,218,146</b>
**	103.30%	70.39%	64.63%	56.00%	79.83%	76.95%	91.40%	74.43%	72.79%	82.76%	91.13%	85.96%	<b>78.34%</b>
<b>TRANSPORTS</b>	2572	2570	2764	2736	2537	2741	2619	2680	2500	2559	2486	2483	<b>31247</b>

2015-2016	October	November	December	January	February	March	April	May	June	July	August	September	TOTAL
<b>Charges</b>	1,314,858	1,416,726	1,492,972	1,499,212	1,508,302	1,633,812	1,515,809	1,504,077	1,387,158	1,398,530	1,409,542	1,435,684	<b>17,516,682</b>
<b>Prior Adj</b>	82			-26		125	707						<b>888.00</b>
<b>Adjustments</b>	-229,304	-269,714	-227,701	-220,714	-324,597	-214,630	-327,420	-266,619	-326,612	-329,317	-377,506	-8,504,950	<b>-11,619,084</b>
<b>Net Charges</b>	1,085,636	1,147,012	1,265,271	1,278,472	1,183,705	1,419,307	1,189,096	1,237,458	1,060,546	1,069,213	1,032,036	-7,069,266	<b>5,898,486</b>
<b>Payments</b>	703,178	856,367	758,420	702,028	949,653	730,196	1,004,664	807,411	935,824	1,114,133	1,102,184	945,125	<b>10,609,183</b>
**	64.78%	74.66%	59.95%	59.31%	80.23%	51.46%	84.54%	65.25%	88.24%	104.21%	106.80%	13.37%	<b>179.88%</b>
<b>TRANSPORTS</b>	2513	2680	2832	2828	2848	3076	2846	2819	2628	2640	2660	2720	<b>33,090</b>

2016-2017	October *	November	December	January	February	March	April	May	June	July	August	September	TOTAL
<b>Charges</b>	1,745,280	1,740,716	1,846,262	1,930,927	1,724,498	1,828,111	1,712,967	1,791,151	1,668,016	1,700,838	1,722,123	1,772,609	<b>21,183,498</b>
<b>Adjustments</b>	-257,061	-342,390	-328,569	-443,160	-578,119	-511,685	-456,144	-639,291	-569,322	-541,620	-508,508	-3,340,711	<b>-8,516,580</b>
<b>Net Charges</b>	1,488,219	1,398,326	1,517,693	1,487,767	1,146,379	1,316,426	1,256,823	1,151,860	1,098,694	1,159,218	1,213,615	-1,568,102	<b>12,666,918</b>
<b>Payments</b>	730,492	810,678	768,974	730,626	1,049,582	1,034,831	882,085	1,238,119	1,061,132	1,012,023	1,007,217	735,646	<b>11,061,405</b>
**	49.09%	58.00%	50.67%	49.11%	91.56%	78.61%	70.19%	107.49%	96.58%	87.30%	82.99%	46.91%	<b>87.32%</b>
<b>TRANSPORTS</b>	2773	2765	2931	3084	2758	2911	2735	2860	2665	2724	2747	2834	<b>33,787</b>
<b>*FEES INCREASED</b>													

2017-2018	October	November	December	January	February	March	April	May	June	July	August	September	TOTAL
<b>Charges</b>	1,722,075	1,750,650	1,759,867	1,977,977	1,743,055	1,812,954	1,796,310	1,756,388	1,655,283	1,609,910			<b>17,584,469</b>
<b>Adjustments</b>	-597,435	-457,598	-512,310	-402,983	-545,877	-508,678	-448,671	-354,357	-437,406	-434,939			<b>-4,700,254</b>
<b>Net Charges</b>	1,124,640	1,293,052	1,247,557	1,574,994	1,197,178	1,304,276	1,347,639	1,402,031	1,217,877	1,174,971			<b>12,884,215</b>
<b>Payments</b>	1,033,584	896,543	789,612	865,413	794,805	1,023,775	905,972	732,595	807,588	881,733			<b>8,731,620</b>
**	91.90%	69.33%	63.29%	54.94%	66.38%	78.49%	67.22%	52.25%	66.31%	75.04%			<b>68.03%</b>
<b>TRANSPORTS</b>	2745	2784	2802	3145	2773	2875	2855	2817	2650	2573			<b>28,019</b>

**AMBULANCE BILLING AGING FISCAL YEAR 2017-2018**

<b>Period</b>	<b>0-30 Days</b>	<b>31-60 Days</b>	<b>61-90 Days</b>	<b>91-120 Days</b>	<b>Over 120 Days*</b>	<b>TOTAL</b>
<b>October</b>	\$1,748,506	\$663,114	\$494,380	\$412,688	\$6,199,391	\$9,518,079
<b>November</b>	\$1,840,863	\$630,132	\$492,905	\$441,802	\$6,508,886	\$9,914,588
<b>December</b>	\$1,862,923	\$730,061	\$488,318	\$421,716	\$6,869,513	\$10,372,531
<b>January</b>	\$2,207,089	\$736,800	\$499,611	\$431,140	\$7,207,475	\$11,082,115
<b>February</b>	\$2,172,220	\$824,390	\$500,381	\$443,473	\$7,544,023	\$11,484,487
<b>March</b>	\$2,000,854	\$865,454	\$515,457	\$445,047	\$7,938,176	\$11,764,988
<b>April</b>	\$2,051,786	\$801,070	\$566,528	\$474,227	\$8,313,043	\$12,206,654
<b>May</b>	\$1,953,579	\$1,249,452	\$484,652	\$491,517	\$8,696,891	\$12,876,091
<b>June</b>	\$1,903,400	\$1,304,166	\$591,536	\$426,754	\$9,060,523	\$13,286,379
<b>July</b>	\$1,803,536	\$1,359,515	\$543,293	\$470,721	\$9,402,552	\$13,579,617
<b>August</b>						
<b>September</b>						

\*AD CLAIM BALANCE ADDED IN 120

# Consent Agenda

Item 8I

## Miscellaneous

SLCFD Phone System Purchase



**ST. LUCIE COUNTY FIRE DISTRICT  
AGENDA REQUEST**

**DATE: 9-10-2018**

**TO:** Saint Lucie County Fire District Commissioners

**FROM:** Derek Nicolette (Information Technology supervisor)

**SUBJECT: SLCFD Phone system purchase**

---

**Background:** The fire board approved purchase of a replacement phone system based on a quote received from AT&T. The quote was for \$80,472.23. Equipment was purchased and AT&T arrived on site to prepare for installation. During this site visit, we found several issues that need to be addressed.

1. The licenses were incorrectly ordered by AT&T as upgrade licenses and not new licenses. The licenses must be changed to be able to properly install and setup the system. We also need to order more licenses than quoted previously.
2. A new router is needed to connect the new phone system to the AT&T network. The existing router is not supported any longer and is obsolete.
3. Phones that will be installed at fire stations need power supplies. The existing power supplies at stations don't work with the new phones.

AT&T did not quote the proper licenses initially. They also didn't include the router or power supplies on the original quote. The vendor is requiring that we purchase the new parts and licenses, and will then issue a credit for the unused upgrade licenses.

**Previous actions:** We discussed the items with AT&T and came to an understanding that the project required the additional parts and licenses to be made functional and fully supported, with minimal downtime.

**Recommendation:** We recommend approving the updated quote to purchase new licenses, power supplies and router. The updated quote is for \$35,319.20. We will receive \$14,068.36 credit for the unused licenses. The net additional cost is \$21,250.84. Funds are available in this year's budget for this project.

**Board Action:** Approved  Disapproved  Revised

**Coordination:** Administration  Attorney  Finance  Fire Chief   
Operations  IT  Purchasing

**“Our Family Serving Yours”**  
5160 NW Milner Drive, Port St. Lucie, Florida 34983-3392  
Telephone: (772) 621-3400  
[www.slcfld.org](http://www.slcfld.org)



Quote # 401-090418

Proposal & Quotation For:			Quotation Information		
<b>Name:</b> Derek Nicolette <b>Company:</b> St Lucie County Fire District <b>Address:</b> 5150 NW Milner Drive Port St Lucie, FL 34983 <b>Phone #:</b> 772-621-3412 <b>Email:</b> DNicolette@slcfd.org		<b>St Lucie County Fire District</b> Additional Cisco Equipment and AT&T Field Services	<b>Quote Date :</b> 9/4/2018 <b>Quote Expiration Date:</b> 10/4/2018 <b>Account Manager:</b> Nancy Vinez <b>Tech Sales Consultant:</b> Bruce Schauer <b>Sales Engineer:</b> Carlos Meono <b>Inside Sales:</b> Ursula Haxhi		
Vendor	Part #	Description	Qty.	Price	Extd. Price
Cisco	CP-PWR-CUBE-3=	IP Phone power transformer for the 7900 phone series	60	20.00	1,200.00
Cisco	CP-PWR-CORD-NA=	Power Cord, North America	60	4.45	267.00
Cisco	CP-PWR-CUBE-4=	IP Phone power transformer for the 89/9900 phone series	6	28.89	173.34
Cisco	CP-PWR-CORD-NA=	Power Cord, North America	6	4.45	26.70
Cisco	ISR4321-V/K9	Cisco ISR 4321 Bundle, w/UC License, CUBE-10	1	1,375.56	1,375.56
Cisco	SL-4320-IPB-K9	IP Base License for Cisco ISR 4320 Series	1	0.00	0.00
Cisco	SL-4320-UC-K9	Unified Communication License for Cisco ISR 4320 Series	1	0.00	0.00
Cisco	PWR-4320-AC	AC Power Supply for Cisco ISR 4320	1	0.00	0.00
Cisco	CAB-AC-C5	AC Power Cord, Type C5, US, Canada	1	0.00	0.00
Cisco	MEM-FLSH-4G	4G Flash Memory for Cisco ISR 4300 (Soldered on motherboard)	1	0.00	0.00
Cisco	MEM-4320-4G	4G DRAM for Cisco ISR 4320 (Soldered on motherboard)	1	0.00	0.00
Cisco	NIM-BLANK	Blank faceplate for NIM slot on Cisco ISR 4400	1	0.00	0.00
Cisco	FL-CUBEE-5	Unified Border Element Enterprise License - 5 sessions	2	0.00	0.00
Cisco	SISR4300UK9-316S	Cisco ISR 4300 Series IOS XE Universal	1	0.00	0.00
Cisco	NIM-2MFT-T1/E1	2 port Multiflex Trunk Voice/Clear-channel Data T1/E1 Module	1	977.78	977.78
Cisco	PVDM4-64	64-channel DSP module	1	1,511.10	1,511.10
Cisco	UCSC-PSU1-770W=	Cisco UCS 770W AC Power Supply for Rack Server	2	302.90	605.80
Cisco	R-CBE6K-K9	Cisco Business Edition 6000-Electronic SW Delivery-Top Level	1	0.00	0.00
Cisco	BE6K-SW-11.5	Business Edition 6000 v11.5 export restricted software	1	0.00	0.00
Cisco	<a href="#">BE6K-UCL-ESS</a>	<a href="#">Cisco Business Edition 6000 - Essential User Connect License</a>	72	17.78	1,280.16
Cisco	<a href="#">BE6K-UCL-BAS</a>	<a href="#">Cisco Business Edition 6000 - Basic User Connect License</a>	2	55.56	111.12
Cisco	<a href="#">BE6K-UWL-STD</a>	<a href="#">Cisco Business Edition 6000 - Workspace License Standard</a>	105	144.44	15,166.20
Cisco	JAB-IPH-CLNT-UWL	Jabber for iPhone CUWL Only	107	0.00	0.00
Cisco	JABBER-DESKTOP	Jabber for Desktop for PC and Mac	107	0.00	0.00
Cisco	<a href="#">UCM-11X-UWLSTD</a>	<a href="#">BE6000 UCM v11 CUWL Standard User License</a>	105	0.00	0.00
Cisco	<a href="#">UCM-11X-BAS-UCL</a>	<a href="#">BE6K UCM 11X Basic User Connect License - Single Fulfillment</a>	2	0.00	0.00
Cisco	<a href="#">UCM-11X-ESS-UCL</a>	<a href="#">BE6K UCM 11X Essential User Connect Lic-Single Fulfillment</a>	72	0.00	0.00
Cisco	<a href="#">UCXN-11X-UWLSTD</a>	<a href="#">BE6000 Unity Connection v11 CUWL Standard License</a>	105	0.00	0.00
Cisco	JAB-IPH-RTU	Jabber for iPhone Right to Use	1	0.00	0.00
Cisco	JABBER-DSK-K9-RTU	Jabber for Desktop Right to Use	1	0.00	0.00
Cisco	LIC-EXP-E-PAK	Expressway Series, Expressway-E PAK	1	0.00	0.00
Cisco	LIC-EXP-GW	Enable GW Feature (H323-SIP)	4	0.00	0.00
Cisco	LIC-EXP-E	Enable Expressway-E Feature Set	2	0.00	0.00
Cisco	LIC-EXP-TURN	Enable TURN Relay Option	2	0.00	0.00
Cisco	LIC-EXP-AN	Enable Advanced Networking Option	2	0.00	0.00
Cisco	LIC-SW-EXP-K9	License Key Software Encrypted	4	0.00	0.00
Cisco	LIC-EXP-SERIES	Enable Expressway Series Feature Set	4	0.00	0.00
Cisco	EXPWY-VE-E-K9	Cisco Expressway-E Server, Virtual Edition	2	0.00	0.00
Cisco	EXPWY-VE-C-K9	Cisco Expressway-C Server, Virtual Edition	2	0.00	0.00
Cisco	SW-EXP-8.X-K9	Software Image for Expressway with Encryption, Version X8	1	0.00	0.00
Cisco	BE6K-PAK	Cisco Business Edition 6000 - PAK - Single Fulfillment	1	0.00	0.00
Cisco	LIC-EXP-DSK	Expressway Desktop Endpoint License	105	0.00	0.00
			<b>Equipment Total</b>		<b>\$ 22,694.76</b>
Cisco	CON-SNTP-ISR4321V	SNTC-24X7X4 Cisco ISR 4321 UC Bundle, PVDM4-32, UC L	1	1,220.00	1,220.00
Cisco	CON-ECMU-RCBE6KK	SWSS UPGRADES Cisco Business Editi	1	0.00	0.00
Cisco	<a href="#">CON-ECMU-UCM11STD</a>	<a href="#">SWSS UPGRADES BE6000 UCM v11 CUWL</a>	105	78.00	8,190.00
Cisco	<a href="#">CON-ECMU-UCMUCBAS</a>	<a href="#">SWSS UPGRADES BE6K UCM 10X Basic U</a>	2	30.00	60.00
Cisco	<a href="#">CON-ECMU-UCMESSUC</a>	<a href="#">SWSS UPGRADES BE6K UCM 10X Essenti</a>	72	10.00	720.00
			<b>Maintenance Total</b>		<b>\$ 10,190.00</b>
AT&T	Professional Services	Field technician services (Please note: Travel and Expenses (T & E) will be charged on all projects wherever it applies and will be passed on at cost to the end user. T & E pricing is always budgetary, and final cost will need to be entered on a sales order and billed back to the customer. If there is no T & E listed on a quote, it will still be charged where it applies)	1	2,434.44	2,434.44
			<b>Services Total (w/o T&amp;E)</b>		<b>\$ 2,434.44</b>
			<b>**RMA pending for license upgrades - Credit of \$14,068.36 - PO# P002996**</b>		
				<b>TOTAL</b>	<b>\$ 35,319.20</b>



Quote # 401-090418

Proposal & Quotation For:		Quotation Information			
<b>Name:</b> Derek Nicolette <b>Company:</b> St Lucie County Fire District <b>Address:</b> 5150 NW Milner Drive Port St Lucie, FL 34983 <b>Phone #:</b> 772-621-3412 <b>Email:</b> DNicolette@slcfd.org		<b>St Lucie County Fire District</b> Additional Cisco Equipment and AT&T Field Services			
		<b>Quote Date :</b> 9/4/2018 <b>Quote Expiration Date:</b> 10/4/2018 <b>Account Manager:</b> Nancy Vinez <b>Tech Sales Consultant:</b> Bruce Schauer <b>Sales Engineer:</b> Carlos Meono <b>Inside Sales:</b> Ursula Haxhi			
Vendor	Part #	Description	Qty.	Price	Extn'd. Price
<b>TERMS:</b> *Net 30, payment terms and order acceptance based upon prior credit approval. *This Proposal and Quotation, and any purchase made in response to this Proposal and Quotation, are subject to the terms and conditions set forth in the standard AT&T Equipment and Services resale contract. * This Quotation excludes all applicable taxes and shipping charges. * F.O.B.: Origin; Prepaid and Add, Standard Shipping method is UPS Ground unless otherwise specified.  <b>NOTE:</b> *Please verify your shipment is correct by reviewing the packing list before opening. *Return policies vary by manufacturer and are time sensitive. Please contact your local AT&T representative regarding any return questions or requests. All returns are subject to manufacturer's terms and conditions. *Restocking charges may apply. Return authorizations are required prior to return.			AT&T Services encompass complete Network Lifecycle Solutions to maximize the return on investment from your network infrastructure. We can...  <b>Design</b> - Consulting Services, Security, Network Mgmt. <b>Deliver</b> - Staging, Installation, Leasing, Project Mgmt. <b>Manage</b> - Monitoring, Maintenance, Mgd Svcs.		
Thank you for this opportunity to present you with our quote. We hope to be favored with your order. To ensure prompt expediting of this order, please fax to the following number. Fax 847-326-3380			Fax: 847-326-3380		
<b>Remittance Address:</b> AT&T P.O. Box 9012 Carol Stream, IL 60197-9012		<b>Order Entry Address:</b> AT&T 84 Deerfiled Lane Meriden, CT 06450			
AT&T PROPRIETARY INFORMATION					

# Consent Agenda

Item 8I

## Miscellaneous

Cradlepoint routers for rescue trucks



**ST. LUCIE COUNTY FIRE DISTRICT  
AGENDA REQUEST**

**DATE: 9/10/2018**

**TO:** Saint Lucie County Fire District Commissioners

**FROM:** Derek Nicolette (Information Technology supervisor)

**SUBJECT: Cradlepoint routers for rescue trucks**

---

**Background:** Due to the critical need to recommend vehicles for emergency calls, the AVL connection in the trucks must be reliable. The current system we are using consists of a Verizon MiFi hotspot consumer type device. This device is unable to handle the high heat found in our vehicles. This causes the units to shut down, and causes battery failures which render the device unusable.

**Previous actions:** We had tried a different router on a different carrier before, and found that we had issues with this device as well. We have been testing a Cradlepoint router on Verizon's service for the past month with success. The router we are purchasing will work on any major cell carrier, and can also work with the FirstNet service, if we decide to do so. This will provide a reliable connection for AVL and our report writing tablets today, and will provide for flexibility for adding additional devices in the future.

**Recommendation:** We recommend purchasing 27 Cradlepoint devices to cover the 20 active line vehicles, 5 spare vehicles, and two spare units. The pricing is on the GSA schedule, and is exempt from the formal bid process. The total cost is \$23,688.99. This will be purchased with funds in this year's budget.

**Board Action:** Approved \_\_\_\_\_ Disapproved \_\_\_\_\_ Revised \_\_\_\_\_

**Coordination:** Administration  Attorney  Finance  Fire Chief

Operations  IT  Purchasing

**"Our Family Serving Yours"**  
5160 NW Milner Drive, Port St. Lucie, Florida 34983-3392  
Telephone: (772) 621-3400  
[www.slcfld.org](http://www.slcfld.org)

21756 St Rd 54, Ste 101  
Lutz FL 33549  
(813) 751-2039  
www.accesswds.com

Date	Quote #
8/13/2018	AWDS-8682r2

Contact:	Phone:	Email:
St Lucie County Fire District : Derek Nicolette	(772) 621-3412	dnicolette@slcfd.org

Sales Rep	Quote Expires	Terms	Ship Date	Ship Via
Rebecca I Meador	9/12/2018		8/13/2018	FedEx Ground

### Special Instructions

Part #	Qty.	Description	MSRP	Disc.	Per Unit	Total
MA3-0900600M-NNA	27	Cradlepoint 3-yr NetCloud Essentials for Mobile Routers (Prime) with support and IBR900 router with WiFi (600Mbps modem), no AC power supply or antennas, North America  (This product is non-refundable)	1,119.00	25%	839.25	22,659.75
170628-000	27	***GSA Schedule 70 Contract # GS-35F-0143R Exp 11/28/2019*** CradlePoint Antenna, 2.4/5GHz WiFi antenna (1) Single WiFi antenna - for the AER2100, ARC MBR1400 and COR IBR1100	14.99	12.5%	13.12	354.24
VZW 4G SIM MCONFIG	27	***GSA Schedule 70 Contract # GS-35F-0143R Exp 11/28/2019 *** Verizon Wireless 4G Standard SIM Card. Modem Provisioning: Includes, 1)Coordinate activation with Customer Carrier Account Team 2)SIM Installation 3)Device Configuration and Programming 4)Testing: register on network, internet accessible, passing data, remote access 5)Labeling: mobile phone number, IP address & template (when applicable)	5.00	Base P...	5.00	135.00
	27	If MCONFIG is not purchased, support services are available for an additional fee.	35.00	Custom	20.00	540.00

# Price Quote

21756 St Rd 54, Ste 101  
Lutz FL 33549  
(813) 751-2039  
www.accesswds.com

Date	Quote #
8/13/2018	AWDS-8682r2

Page 2 of 2

Part #	Qty.	Description	MSRP	Disc.	Per Unit	Total
					Subtotal	23,688.99
					Shipping Cost (FedEx Ground)	0.00
					Total	\$23,688.99

\*\*\* Please send all PO's and order related correspondence to orders@accesswds.com \*\*\*

QUOTE DOES NOT INCLUDE SHIPPING CHARGES. Shipping charges will be pre-paid and added based on shipping method and location, unless third-party shipping account is provided. All returns subject to approval and require RMA. Returns subject to a 15% re-stocking fee. Products must be in original condition with no scratches, dents or other cosmetic damage. Must be returned in original packaging with no tears, markings or other writing, otherwise item will not be accepted for re-stocking. No returns after 30 days. Late payment balance due subject to 1.5% late fee not to exceed 18% per year or as allowed by law.

CONFIDENTIALITY NOTICE: This quote and any attachments are for the exclusive and confidential use of the intended recipient. If you are not the intended recipient, please do not read, distribute or take action in reliance upon this quote. If you have received this in error, please notify us immediately and promptly delete this quote and its attachments from your computer system.

NET TERMS DISCLOSURE: Discounts are based on Net 30 with payments by ACH or check. Payments made by credit card for invoices with Net 30 will result in a reduction of your current discount level by 3%.

# Consent Agenda

Item 8I

Miscellaneous

Innoprise Addendum



**ST. LUCIE COUNTY FIRE DISTRICT  
AGENDA REQUEST**

**DATE:** 9-10-2018

**TO:** Saint Lucie County Fire District Commissioners

**FROM:** Derek Nicolette (Information Technology supervisor)

**SUBJECT:** Innoprise software addendum

---

**Background:** The Fire District has decided to resume work to convert our ERP system from One Solution to Innoprise. In order to restart this work, Innoprise has requested that we sign an addendum to our original contract. The addendum changes the installment schedule, splitting up the finance and human resources modules. Since these modules are at different stages of completion, it is more practical to pay for them this way. The addendum also requires payment in the event of a delay on the Fire District's side.

**Previous actions:** This project had been placed on hold due to the Fire Chief transition.

**Recommendation:** We recommend signing the addendum to continue work on the project. There is no additional cost over what was budgeted.

**Board Action:** Approved \_\_\_\_\_ Disapproved \_\_\_\_\_ Revised \_\_\_\_\_

**Coordination:** Administration  Attorney \_\_\_ Finance \_\_\_ Fire Chief \_\_\_  
Operations \_\_\_ IT  Purchasing \_\_\_

**“Our Family Serving Yours”**  
**5160 NW Milner Drive, Port St. Lucie, Florida 34983-3392**  
**Telephone: (772) 621-3400**  
[www.slcfld.org](http://www.slcfld.org)

**ADDENDUM REGARDING ST. LUCIE COUNTY FIRE DISTRICT  
IMPLEMENTATION OF INNOPRISE FINANCIALS, HUMAN RESOURCES, AND PAYROLL**

This Addendum ("Addendum") is made and entered into by and between Harris ERP, a division of Harris Systems USA, Inc. ("Harris") and the St. Lucie County Fire District ("Organization") and hereby amends certain provisions of the Software License, Implementation and Support and Maintenance. Agreement between the parties (the "Agreement").

Harris and Organization agree to make the amendments to the Agreement described in this Addendum. Initially capitalized terms not otherwise defined in this Addendum shall have the meaning(s) set forth in the Agreement. Except as otherwise provided in this Addendum, all other provisions of the Agreement shall remain in full force and effect.

1. **Page 9, Section 4.01, Fees and Payments.** A revised Schedule "B" (attached) specifies a new milestone payment schedule for project restart. On the restart of the project, separate project plans for the Financials and HR Payroll elements of the project will be prepared including proposed timelines. The payment milestones will be recorded within each of the project plans. Organization will have thirty (30) calendar days to review the project plans and proposed timelines to either sign off and confirm acceptance of the project plans, or propose any adjustments to the project plans and timelines.
2. **Page 27, Services Agreement, Allowance for Suspension or Delay due to Organization.** Once any revisions to the project plans and timelines are agreed, a Revised Project Plan will be signed off by both parties. In the event that the Organization cannot provide resources or required information, or is otherwise unable to meet any of its commitments by the agreed date on the Revised Project Plan, and should this cause a milestone to be delayed, Organization will have thirty (30) calendar days in order to comply and provide the needed resources or information or meet the project plan item, or such milestone will become due and payable.
3. **Page 27, Support and Maintenance Agreement.** Organization agrees to pay the 2018-2019 maintenance fee (covering February 2018 to February 2019) to restart the Innoprise implementation project in order to continue the Harris "Software for Life Discount". The 2018-2019 maintenance is \$22,083. Harris will invoice this immediately, and the Innoprise licenses and the implementation restart will begin upon receipt of payment.
4. All Customizations/Modifications identified as in-scope per page 16 of the original Statement of Work shall be completed and made available in accordance with the Revised Project Plan per Section 2 of this Addendum.

This Addendum shall be binding and inure to the benefit of the parties hereto, and to their respective successors and assigns. In the event of any conflict between the terms of this Addendum and the Agreement, this Addendum shall control.

*[Signatures Follow]*

**HARRIS SYSTEMS USA, INC.**  
**d/b/a HARRIS ERP**

**ST. LUCIE COUNTY FIRE DISTRICT**

By: \_\_\_\_\_

By: \_\_\_\_\_

\_\_\_\_\_  
Bryce Harward, Executive Vice President

\_\_\_\_\_

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

**Schedule "B"**  
**Milestone Payment Schedule**

1.	Financials: Milestone 1: Due and payable upon execution of this addendum	\$16,219.50
2.	Financials: Milestone 2: Due and payable upon execution of this addendum	\$16,219.50
3.	Financials: Milestone 3: Due upon Completion of Conversion	\$16,219.50
4.	Financials: Milestone 4: Due upon Completion of User Training	\$16,219.50
5.	Payroll/HR: Milestone 1: Due upon Completion of Business Process Review	\$16,219.50
6.	Payroll/HR: Milestone 2: Due Upon Completion of Configuration	\$16,219.50
7.	Payroll/HR: Milestone 3: Due Upon Completion of Conversion	\$16,219.50
8.	Payroll/HR: Milestone 4: Due Upon Completion of User Training	\$16,219.50

# Consent Agenda

Item 8I

## Miscellaneous

MSA G1 SCBA -

Waiver of the Bid Proces

(Ten-8 Fire Equipment Inc. Sole Provider)



AGENDA REQUEST

**DATE:** September 11, 2018

**TO:** St. Lucie County Board of Fire Commissioners

**FROM:** Derek Foxx, Deputy Chief

**SUBJECT:** MSA G1 SCBA - Waiver of the Bid Process (Ten-8 Fire Equipment Inc. Sole Provider)

**Background:** The Training & Safety Division identified that the Fire District’s current SCBA system had reached its life expectancy. The system also did not meet current NFPA standards. The Fire District conducted a research and development study of SCBA systems and ultimately chose the MSA G-1 system.

**Recommendation:** Approval of Ten-8 Fire Equipment Inc. to provide MSA G-1 SCBA and associated equipment. The total purchase cost \$1,105,221.01

In accordance with the Fire District’s Purchasing Manual, Staff recommends a waiver of the bid process and purchase the MSA G-1 breathing system utilizing the sole provider provision.

**Board Action:**      **Approved** \_\_\_\_\_      **Disapproved** \_\_\_\_\_      **Revised** \_\_\_\_\_

**Coordination:** Administration X    Attorney X    Finance X    Fire Chief X  
Operations X    IT \_\_\_\_\_    Purchasing X

“Our Family Serving Yours”  
5160 NW Milner Drive, Port St. Lucie, Florida 34983-3392  
Telephone: (772) 621-3400  
[www.slcfcd.org](http://www.slcfcd.org)

# Consent Agenda

Item 8I

## Miscellaneous

Globe Structural Firefighting Gear -  
Waiver of the Bid Process  
(Sole Provider)



AGENDA REQUEST

DATE: September 11, 2018  
TO: St. Lucie County Board of Fire Commissioners  
FROM: Derek Foxx, Deputy Chief  
SUBJECT: Globe Structural Firefighting Gear - Waiver of the Bid Process (Sole Provider)

**Background:** The Training & Safety Division identified that the Fire District’s current structural firefighting gear was expired or nearing its expiration date. The Fire District conducted a research and development study of structural firefighting gear and ultimately chose Globe Gxtreme 3.0 series.

**Recommendation:** The Fire District will utilize the current Lake County, Florida Contract 17-0606 with extensions, which will expire June 30, 2022. The Fire District will enter into a contract to purchase a minimum of 100 sets of gear per year for a period of three (3) years. The cost of each set of gear is \$2,031.80 for a total contract price of \$751,766.00. This process will enable the Fire District to exchange all of the non-certified gear within the annual budget allotment for bunker gear. Staff is recommending a waiver of the bid process and the purchase of Globe Gxtreme 3.0 series structural firefighting gear utilizing the Lake County, Florida Contract 17-0606 with extensions through Bennett Fire Products, Inc.

Board Action:      Approved \_\_\_\_\_      Disapproved \_\_\_\_\_      Revised \_\_\_\_\_

Coordination: Administration X    Attorney X    Finance X    Fire Chief X  
Operations X    IT \_\_\_\_    Purchasing X

# Regular Agenda

Item 9A

## Resolutions

Resolution #660-18  
Fire Prevention Code

**ST LUCIE COUNTY FIRE DISTRICT  
FIRE PREVENTION CODE**

**RESOLUTION NO. #660-18**

**A RESOLUTION OF THE ST. LUCIE COUNTY FIRE DISTRICT, SPECIFICALLY AMENDING EXHIBIT “A” TO THE SCHEDULE OF FEES FOR PLAN REVIEW AND INSPECTIONS, PURSUANT TO THE ST. LUCIE COUNTY FIRE PREVENTION CODE, PROVIDING FOR PROCEDURES FOR NON-PAYMENT OF FEES; PROVIDING FOR LIBERAL INTERPRETATION OF CODE; REPEALING PRIOR INCONSISTENT RESOLUTIONS; AND PROVIDING AN EFFECTIVE DATE.**

**WITNESSETH:**

**WHEREAS**, on, December 22, 2017 the Fire Board adopted Resolution 647-17 enacting the St. Lucie County Fire District Fire Prevention Code; and

**WHEREAS**, on, September 19, 2018 the Fire Board adopted Resolution No. 660-18, establishing the Schedule of Fees for Plan Review and Inspections, pursuant to the St. Lucie County Fire District Fire Prevention Code; and

**WHEREAS**, the Board has determined that it is in the best interest of St. Lucie County to amend the Schedule of Fees for Plan Review and Inspections, pursuant to the St. Lucie County Fire District Fire Prevention Code.

**NOW, THEREFORE, BE IT RESOLVED** by the Board of Commissioners of the St. Lucie County Fire District, that the following is hereby adopted:

Section 1. The Fire District hereby adopts the Schedule of Fees for Plan Review and Inspections attached hereto as Exhibit “A,” and incorporated herein by this reference.

Section 2. This Resolution shall be deemed an exercise of the police powers of the St. Lucie County Fire District for the preservation and protection of the public health, safety,

and welfare and all the provisions of the Fire Prevention Code shall be liberally construed for that purpose.

Section 3. All previous formal resolutions or parts thereof in conflict or inconsistent with the provisions of this Resolution or of the portions of the Fire Prevention Code defined herein are hereby repealed.

Section 4. This Resolution shall take effect immediately as provided by law.

**DONE AND ADOPTED** in Regular Session this 19<sup>th</sup> day of September, 2018.

**ATTEST:**

By:   
Karen Russell, Clerk Treasurer

**ST. LUCIE COUNTY FIRE DISTRICT**

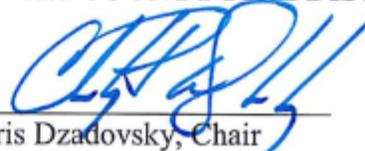
By:   
Chris Dzadovsky, Chair

Exhibit "A"

**ST. LUCIE COUNTY FIRE DISTRICT  
SCHEDULE OF FEES  
FOR  
PLAN REVIEW AND INSPECTIONS**

A. Commercial, Institutional, and Multi-Family Residential Developments

1. The plan review fee for all new construction, renovations, alterations, or changes of occupancy shall be computed by multiplying the estimated cost of construction/building valuation by \$.0036.
2. If no construction cost is involved in a change of occupancy, the plans review fee will be calculated at the rate of \$.03 per square foot of space.
3. The minimum fee for each plans review is \$145 per building.

B. Site Plan Review (not for construction permit).

1. Minor  
\$108.75 (less than 5000 sq. ft. or less than 5 units)  
\$217.50 (5000-10000 sq. ft. or 5-10 units)  
\$362.50 (10,001-25,000 sq. ft. or 11-25 units)
2. Major  
\$507.50 (>25,000 sq. ft. or >25 units)
3. Planned Unit Development (PUD)  
\$1087.50
4. Development of Regional Impact (DRI)  
\$1450.00

C. Work without Review/Permitting

Work performed without review, without permits, or with invalid permits shall be charged double the standard or original review fee. An additional fee of \$145 shall be charged to the contractor if a field inspector stops such work.

D. Revisions: Fee includes revisions to plans based on the following:

1. Minor  
\$145.00
2. Major  
\$217.50

E. Inspection and Re-inspection Fees

1. An inspection fee of \$72.50 will be charged when a building owner, architect, engineer or tenant requires an inspection before a permit is issued for renovation, change of occupancy classification or tenant improvement.
2. A fee of \$108.75 shall be charged to determine a requested occupant load for any existing assembly occupancy.
3. New construction, renovations, or additions requiring an inspection, or if re-inspection is required for compliance.
  - a. No charge for initial inspection.
  - b. A fee of \$145.00 will be charged for the first re-inspection for compliance
  - c. A fee of \$217.50 will be charged for the second and/or each subsequent re-inspection for compliance.
4. Inspections for automatic sprinkler systems, fire alarm and detection systems, standpipe, foam, fire department communications systems, control stations, and fixed fire protection systems.
  - a. No fee for the initial inspection.
  - b. A fee of \$145.00 will be charged for the first re-inspection for compliance.
  - c. A fee of \$217.50 will be charged for the second and/or each subsequent re-inspection for compliance.
5. Fire safety inspection for existing structures for compliance to the Florida Fire Prevention Code.
  - a. No fee will be charged for the initial and follow up inspection for compliance.
  - b. A fee of \$145.00 will be charged for the first re-inspection for compliance.
  - c. A fee of \$217.50 will be charged for each subsequent re-inspection.
6. A fee of \$145 will be charged for inspections required by the State or other agency in order to obtain/maintain a license.
  - a. A fee of \$145 will be charged for annual inspections required to obtain Business Tax Receipt by local jurisdictions.
7. Inspections requested after normal working hours may be performed at the discretion of the Fire Marshal. A fee of \$362.50 per hour will be charged.

F. Fire Protection Systems.

Fees for all new construction, renovations, alterations, or changes:

1. Automatic Fire Sprinkler Systems.  
Fee based on \$145.00 per system, plus \$1.45 per sprinkler head.
2. Standpipe Systems.  
Fee includes Class I, Class II or Class III, wet or dry systems: \$72.50 per riser or a fee of \$217.50 per system, whichever is greater.
3. Fire Pumps.  
Fee of \$290.00 per pump (includes witnessing of NFPA 20 Field Acceptance Test)
4. Gases and Chemical Fixed Fire Protection Systems.  
Fee based on \$1.45 per pound of agent or \$145.00 per system, whichever is greater.
5. Fire Alarm Systems.  
Fee based on \$145.00 per fire alarm system control panel plus \$1.45 per alarm initiating, indicating, or control device.

G. Miscellaneous Permits, Inspections, and Reviews.

1. Flammable and Combustible Liquid Storage Tanks. Fee based on review only.
  - a. \$72.50 per tank installation
  - b. Tanks storing stationary combustible liquids used to supply fuel for fire pumps and emergency generators which are part of an emergency power source (E.P.S.): \$72.50
  - c. Containment areas: \$72.50
  - d. Installation or replacement of dispensers and/or related piping: \$72.50 per dispenser
2. Tank Removal or Abandonment of Tank(s) in place.  
Fee for review only: \$72.50 (underground or above ground tanks)
3. Liquefied Petroleum (LP) Gas Storage Tanks (Commercial Installation).  
Fee for plan review only: \$72.50 per tank installation
4. Tent Installations  
Fee for tent permits are as follows; 1<sup>st</sup> tent \$72.50, 2<sup>nd</sup> tent \$62.25, 3<sup>rd</sup> tent \$58.00, 4<sup>th</sup> tent \$50.75, 5<sup>th</sup> tent 43.50 provided all tents are single owner / single permit. Each remaining tent permit is a minimum \$43.50  
Applicants that provide documentation of Non- Profit status reduces fees by 50%
5. Fireworks Display  
Fee for review and inspection of area: \$217.50

6. Replacement of HVAC units not tied into any review fees: \$72.50

H. Technical Assistance

Preliminary review for permitting, construction plans, and site plans.  
\$72.50 per hour (1 hr minimum).

I. Refunds.

Plan Review and Inspection fees are non-refundable.

J. Payment of Fees.

1. Site Plans

- a. Fees shall be charged to the applicant, agent, land planner, project architect or engineer of the owner/developer, as applicable, of the proposed project for review of Site Plans, including applications for Developments of Regional Impact, Planned Unit Developments, Land Use Changes, Preliminary and Final Plats, and Construction Detail Plans. Review fees shall be paid at the time of application.

2. Construction Documents.

- a. Fees shall be charged to the applicant/general contractor of the proposed project for review of construction documents and the initial inspection, are paid. Review fees shall be payable upon the Fire District's receipt of the construction documents. Upon said receipt, an itemized invoice will be faxed and/or mailed to the applicant/general contractor. No reviews will be performed until the fees. Includes new construction, renovations to existing structures, and additions.
- b. Initial review and inspection fees for automatic sprinkler plans, calculations, and specifications shall be paid by the automatic sprinkler contractor upon receipt of itemized invoice. No permits will be issued until the fees are paid.
- c. Initial review and inspection fees of fire alarm systems, detection, voice alarm, communication, and control station documents shall be payable by the fire alarm contractor or electrical contractor upon receipt of an itemized invoice. No permits will be issued until the fees are paid.
- d. Fees for review and initial inspection for chemical fixed fire protection systems shall be payable by the system contractor upon receipt of an itemized invoice. No permits will be issued until the fees are paid.

3. Flammable and Combustible Liquid Storage Tanks.

- a. Review fees of flammable and combustible liquid storage tanks, dispensers, related piping, and containment shall be paid by the Pollutant Storage System

Specialty Coordinator or the General Contractor upon receipt of an itemized invoice. No permits will be issued until the fees are paid.

- b. Tank Removals. The Pollutant Storage System Specialty Contractor shall be responsible for payment of the fee(s) upon receipt of the Fire Marshal's Permit.
- 4. Liquefied Petroleum Gas (LP) Installations. The installing contractor shall be responsible for payment of fees upon receipt of the Fire Marshal's Permit.
- 5. Tents. The installing contractor shall be responsible for payment of fees upon receipt of the Fire Marshal's Permit.
- 6. Fireworks Displays. The display contractor shall be responsible for payment of fees upon receipt of the Fire Marshal's Permit.
- 7. Technical Assistance. Fees shall be charged to and paid by the person officially requesting assistance and payable upon receipt of itemized invoice.
- 8. Inspection and Re-inspection Fees. Fee(s) shall be charged to and paid by the responsible general contractor, property owner, or association upon receipt of an itemized invoice. Fees shall be paid prior to additional inspections or re-inspections.

K. Non-payment of Fees

1. Site Plans

- a. If the required fees are not paid within 30 days, a duplicate of the original invoice will be mailed to the applicant, agent, land planner, project architect or engineer of the owner/developer, as applicable, of the reviewed project. If payment is not received within 30 days of the mailing of the duplicate invoice, no further submittals from the applicant, agent, land planner, architect, or engineer, as applicable, will be reviewed.

2. Construction Documents

- a. If the required fees are not paid within 30 days, a duplicate of the original invoice will be mailed to the applicant/general contractor of the reviewed project. No field inspections for these projects will be scheduled until the required fees are paid. If payment is not received within 30 days of the mailing of the duplicate invoice, no further submittals from the applicant/general contractor will be reviewed.

# Regular Agenda

Item 9B

Unfinished Business

**NONE**

# Regular Agenda

Item 9C

New Business

Professional Services Agreement with  
Medical Director, Dr. Chichiou Liu, MD



## **FIRE DISTRICT ATTORNEY**

**Kim Sabol**

---

5160 N.W. Milner Drive ▪ Port St. Lucie, Florida 34983  
Tel: (772) 621-3313 ▪ Fax: (772) 621-3605  
ksabol@slcfd.org ▪ www.slcfd.com

September 11, 2018

TO: St. Lucie County Fire District Commissioners

FROM: Fire District Attorney Kim Sabol

RE: Professional Services Agreement with Medical Director Dr. Chichiou Liu, MD

Enclosed is a copy of a proposed Agreement between the Fire District and Dr. Chichiou Liu, MD, to provide services as Medical Director for the District.

State law requires that the District employ a Medical Director. Dr. Liu has served as the District's Medical Director for the past 40 years. His current contract would expire on November 1, 2018. Dr. Liu is well qualified to continue to perform these services as Medical Director.

This Amended Agreement is exempt from RFP process, pursuant to the District's Purchasing Manual.

Dr. Liu's current contract and pay have not been amended in 5 years. This Amended Agreement would extend the term for another five (5) years and increase his annual pay from \$33,000 to \$48,000, with a \$3,000 annual increase for each year of the agreement.

District Staff recommends approval of the Agreement.

cc: Fire Chief Nate Spera  
Assistant Chief Brian Blizzard

## **AGREEMENT FOR PROFESSIONAL SERVICES**

**THIS AGREEMENT** is hereby made and entered this \_\_\_\_ day of September, 2018, by and between **ST. LUCIE COUNTY FIRE DISTRICT**, an independent special district of the State of Florida (hereinafter referred to as “Fire District”) and **DR. CHICHIOU LIU, M.D.**, a sole proprietorship, (hereinafter referred to as “Medical Director”).

### **WITNESSETH:**

**WHEREAS**, Fire District continues to need a Medical Director; and

**WHEREAS**, Dr. Liu has served for nearly 40 years as Medical Director for the Fire District; and

**WHEREAS**, Medical Director is qualified and competent to provide the necessary services, and it is in the best interests of the Fire District to hire Medical Director to provide such services.

**NOW, THEREFORE**, in accordance with the mutual covenants hereinafter contained and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties agree as follows:

#### **1.0 SCOPE OF SERVICES AND TERM:**

- 1.1 Medical Director’s responsibility under this Agreement is to provide professional medical direction as prescribed by the Fire District.
- 1.2 The term of this Agreement shall be for three (3) years, which shall be deemed to commence as of November 1, 2018, and terminating October 31, 2021.

1.3 This Agreement may be renewed from time to time for additional terms, upon the mutual consent of the parties.

**2.0 FIRE DISTRICT'S REPRESENTATIVE:**

2.1 Medical Director's services shall be under the general direction of the Fire Chief, who shall act as the Fire District's representative during the performance of this Agreement.

**3.0 PAYMENTS TO MEDICAL DIRECTOR:**

3.1 As compensation for Medical Director's services under this Agreement, Fire District shall pay Medical Director, commencing November 1, 2018, through October 31, 2021, the annual sum of \$48,000, payable on a bi-weekly basis.

3.2 Medical Director's compensation shall be adjusted up by \$3,000, on an annual basis during the term of this Agreement.

**4.0 TERMINATION:**

4.1 This Agreement may be terminated by Medical Director in the event of substantial failure by Fire District to perform in accordance with the terms of this Agreement and through no fault of Medical Director upon thirty (30) days prior written notice to Fire District.

4.2 This Agreement may be terminated by Fire District, with or without cause, upon thirty (30) days prior written notice to Medical Director. Unless Medical Director is in breach of this Agreement, Medical Director shall be paid for services rendered to Fire District's satisfaction through the date of

termination. After receipt of a Termination Notice, and except as otherwise directed by Fire District, Medical Director shall:

- a. Stop work on the date and to the extent possible; and
- b. Transfer to Fire District, or its designee, all files, records and materials pertaining to Fire District and its employees; and
- c. Complete all parts of the work that have not been terminated.

**5.0 MEDICAL DIRECTOR'S PERSONNEL:**

5.1 Medical Director represents that he has, or will secure at his own expense, any necessary personnel required to perform the services under this Agreement. Such personnel shall not be employees of Fire District.

5.2 All of the services required herein shall be performed by Medical Director or under his supervision and all personnel engaged in performing the services shall be fully qualified, duly licensed and registered.

**6.0 AVAILABILITY OF FUNDS:**

6.1 The obligations of Fire District under this Agreement are subject to the availability of funds lawfully appropriated for its purpose by the Fire District. In the event this Agreement is terminated because of lack of funds, the Medical Director shall be paid for authorized work performed up until the notice of termination date.

**7.0 INSURANCE:**

7.1 Medical Director shall maintain during the term of this Agreement professional liability insurance with limits of no less than Two Hundred

Fifty Thousand (\$250,000.00) Dollars per claim and Seven Hundred Fifty Thousand (\$750,000.00) Dollars annual aggregate, covering the professional conduct of Medical Director during the course of Medical Director's duties while under this Agreement.

**8.0 INDEMNIFICATION:**

8.1 Medical Director shall indemnify and save harmless and defend Fire District, its agents, servants, and employees from and against any and all claims, liability, losses, or causes of action that may arise from any misconduct, negligent act, or omission of Medical Director, his agents, servants or employees under this Agreement.

**9.0 ASSIGNMENT:**

9.1 Medical Director shall not assign this contract without the written consent of Fire District, which shall be at the sole discretion of Fire District.

**10.0 REMEDIES AND ENFORCEMENT COSTS:**

10.1 This Agreement shall be governed by the laws of the State of Florida and any and all legal action instituted because of this Agreement shall be instituted in St. Lucie County.

10.2 If any legal action or other proceeding is brought for the enforcement of this Agreement or because of an alleged dispute, breach, default or misrepresentation in connection with any provisions of this Agreement, the prevailing party shall be entitled to recover reasonable attorney's fees, court costs and expenses even if not taxable as court costs including,

without limitation, all such fees, costs and expenses incident to appeals, incurred in that action or proceeding, in addition to any other relief to which such party or parties may be entitled.

**11.0 CONFLICT OF INTEREST:**

11.1 Medical Director represents that he presently has no interest and shall acquire no interest, either direct or indirect, while performing the services required by this Agreement, which would conflict in any manner with Florida Statutes. Medical Director further represents that no person having any such interest shall be employed during the term of this Agreement.

**12.0 PUBLIC RECORDS LAW:**

12.1 Medical Director shall comply with the requirements of Section 119.0701 of the Florida Statutes with respect to all services provided to Fire District under this Agreement, including but not limited to the following:

1. Keep and maintain public records required by the Fire District to perform the services.
2. Upon request from the Fire District's custodian of public records, provide the Fire District with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.
3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the Contractor does not transfer the records to Fire District.
4. Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of the contractor or keep and maintain public records required by the Fire District to perform the service. If the Medical Director transfers all public records to the public agency upon completion of the contract, the Medical Director shall

destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Medical Director keeps and maintains public records upon competition of the contract, the Medical Director shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the Fire District, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the Fire District.

**IF MEDICAL DIRECTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO IT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE SLCFD CUSTODIAN OF PUBLIC RECORDS AT TELEPHONE NUMBER: 772-621-3340; E-MAIL: [KRussell@slcfd.org](mailto:KRussell@slcfd.org); AND MAIL: 5160 N.W. MILNER DRIVE, PORT ST. LUCIE, FLORIDA 34983-3392.**

**13.0 INDEPENDENT CONTRACTOR RELATIONSHIP:**

13.1 Dr. Chichiou Liu, M.D. is, and shall remain, an independent contractor in the performance of all work, services, and activities under this Agreement and is not an employee, agent or servant of Fire District. All persons engaged in any of the work or services performed pursuant to this Agreement shall at all times and in all places be subject to Medical Director's sole discretion, supervision, and control. Medical Director shall exercise control over the means and manner in which he and his employees perform the work and in all respects Medical Director's

relationship and the relationship with his employees to Fire District shall be that of independent contractor and not as Fire District's employees.

13.2 Medical Director does not have the power or authority to bind Fire District in any promise, agreement or representation, other than such power or authority which is specifically provided for in this Agreement, or as otherwise authorized by Fire District.

**14.0 ACCESS TO RECORDS AND AUDITS:**

14.1 Medical Director shall maintain adequate records to justify all charges, expenses and costs incurred in performing the work for at least three (3) years after completion of this Agreement. Fire District shall have access to such books, records, and documents as required in this Section for the purpose of inspection or audit during normal business hours, at Fire District's cost, upon five (5) days prior written notice.

**15.0 NONDISCRIMINATION:**

15.1 Medical Director warrants and represents that all of his employees are treated equally during employment without regard to race, color, religion, physical handicap, sex, age or national origin.

**16.0 ENTIRETY OF AGREEMENT:**

16.1 This Agreement incorporates and includes all prior negotiations, correspondence, conversations, agreements, and understandings applicable to the matters contained herein and the parties agree that there are no commitments, agreements, or understandings concerning the subject

matter of this Agreement that are not contained in this document.

Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written. It is further agreed that no modification, amendment or alteration in the terms and conditions contained herein shall be effective unless contained in a written document executed with the formality and of equal dignity herewith.

**17.0 AUTHORITY TO PRACTICE:**

17.1 Medical Director hereby represents and warrants that he shall at all times during the term of this Agreement fully comply with all federal, state and local licensing and registration requirements and that he will at all times conduct his professional and business activities in a reputable manner.

**18.0 SEVERABILITY:**

18.1 If any term or provision of this Agreement or the application thereof to any person or circumstance shall, to any extent, be held invalid or unenforceable, then the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable shall not be affected, and every other term and provision of this Agreement shall be deemed valid and enforceable to the extent permitted by law.

**19.0 NOTICES:**

19.1 Any notice, request, demand, consent, approval or other communication required or permitted by this Agreement shall be given or made in writing and shall be served (as elected by the party giving such notice) by any of the following methods:

- a. Hand delivery to other party; or
- b. Delivery by commercial overnight courier service; or
- c. Mailed by registered or certified mail (postage prepaid), return receipt requested.

19.2 For purposes of notice, the addresses are as follows:

Medical Director:  
Dr. Chichiou Liu, M.D.  
1102 Colonnades Drive  
Fort Pierce, FL 34949

Fire District:  
St. Lucie County Fire District  
5160 N.W. Milner Drive  
Port St. Lucie, FL 34983

19.3 Notice given in accordance with the provisions of this Section shall be deemed to be delivered and effective on the date of hand delivery or on the second day after the date of the deposit with an overnight courier or on the date upon which the return receipt is signed or delivery is refused or the notice is designated by the postal authorities as not delivered if mailed.

**IN WITNESS WHEREOF**, the parties hereto have accepted, made, and executed this Agreement upon the terms and conditions above stated on the date first written above.

**ATTEST:**

**ST. LUCIE COUNTY FIRE DISTRICT:**

\_\_\_\_\_  
Karen Russell, Clerk/Treasurer

\_\_\_\_\_  
Chris Dzadoovsky, Chairman

**WITNESS:**

**MEDICAL DIRECTOR:**

\_\_\_\_\_

\_\_\_\_\_  
Dr.Chichiou Liu, M.D.

# Regular Agenda

Item 9C

New Business

New Air Methods Agreement



## **FIRE DISTRICT ATTORNEY**

**Kim Sabol**

---

5160 N.W. Milner Drive ▪ Port St. Lucie, Florida 34983  
Tel: (772) 621-3313 ▪ Fax: (772) 621-3605  
ksabol@slcfd.org ▪ www.slcfd.com

September 12, 2018

TO: St. Lucie County Fire District Commissioners  
FROM: Kim Sabol, Fire District Attorney  
RE: New Air Methods Agreement

The Parties wish to enter into a newly negotiated five (5) year Agreement concerning Air Transport Services.

The significant changes to the current Agreement include the following:

1. A new Fee Schedule. (Exhibit "B")
2. Updated qualification requirements for clinical crew, Program Director and Medical Director. (Exhibit "D")
3. A mutual agreement to obtain the Commission on Accreditation of Medical Transport Systems (CAMTS) Certification within the five year term of the agreement.
4. Compliance with Section 119.0701, Florida Statutes re: Public Records.
5. Updated Indemnification and Warranties/Disclaimer clauses.
6. Staff recommends approval of the enclosed Agreement.

cc: Fire Chief Nate Spera  
Assistant Fire Chief Brian Blizzard  
Karen Russell, Clerk/Treasurer

**AIR MEDICAL SERVICES AND SUPPORT AGREEMENT**

**by and between**

**ST. LUCIE COUNTY FIRE DISTRICT**

**and**

**AIR METHODS CORPORATION**

**Dated October 1, 2018**

**TABLE OF CONTENTS**

---

	<b>Page</b>
1.0 PURPOSE AND SCOPE .....	1
1.1 Purpose .....	1
1.2 Transport Decisions.....	1
1.3 SLCFD Use of Air Medical Transport Services.....	2
1.4 No Exclusivity.....	2
2.0 TERM AND TERMINATION.....	2
3.0 LEGAL OR REGULATORY CONCERNS .....	2
4.0 EVENTS OF DEFAULT .....	2
4.1 Breach by AMC.....	2
4.2 Breach by SLCFD .....	3
4.3 Resolution of Disputes .....	3
5.0 AVIATION SERVICES.....	3
5.1 Aircraft Type and Configuration .....	3
5.2 Aviation Crew .....	4
5.3 Aircraft Maintenance.....	4
5.4 Backup Services .....	4
5.5 Licenses and Certification .....	5
5.6 Operational Control.....	5
5.7 Base Sites .....	6
6.0 CLINICAL SERVICES .....	6
6.1 Clinical Crew.....	6
6.2 Medical Oversight .....	7
6.3 Medical Equipment .....	8
6.4 Medical Supplies .....	8
6.5 Program Management .....	8
7.0 STAFFING DECISIONS .....	8
8.0 TRAINING.....	8
9.0 COMMUNICATION CENTER SERVICES .....	8
10.0 ADDITIONAL SERVICES .....	9
10.1 Community Education and Outreach .....	9
10.2 SLCFD Marketing Activities .....	9
10.3 Aviation Training .....	9
10.4 Customer Conference .....	9
11.0 THIRD PARTY BILLING.....	10

12.0	QUALITY MANAGEMENT PROGRAM.....	11
13.0	PROGRAM FEES AND COSTS .....	11
13.1	Program Aviation Costs .....	11
13.2	Program Clinical Costs.....	11
13.3	Base Site Costs .....	11
13.4	Communication Center Costs.....	12
14.0	FAIR MARKET VALUE AND REFERRALS DISCLAIMER .....	12
15.0	INSURANCE .....	12
15.1	AMC Aircraft Hull and Liability Insurance .....	12
15.2	SLCFD General Liability Insurance.....	12
15.3	Professional Medical Liability Insurance .....	12
15.4	Workers Compensation .....	12
15.5	Cancellation or Alteration .....	13
16.0	FORCE MAJEURE.....	13
17.0	ACCESS TO BOOKS AND RECORDS .....	13
17.1	AMC Documents.....	13
17.2	SLCFD Documents .....	14
17.3	HIPAA Business Associate Assurances .....	14
17.4	Subcontractors .....	14
17.5	Government Requests.....	14
17.6	Compliance with Requests .....	15
18.0	NOTICES .....	15
19.0	WARRANTIES AND DISCLAIMERS OF AMC .....	16
19.1	Aircraft .....	16
19.2	Warranties and Disclaimers.....	16
20.0	INDEMNIFICATION .....	17
21.0	LIMITATION OF LIABILITY.....	17
22.0	NO REFERRAL CONTINGENCY .....	17
23.0	NO PARTNERSHIP OR JOINT VENTURE .....	18
24.0	NON-SOLICITATION .....	18
25.0	NON-DISPARAGEMENT .....	18
26.0	CONFIDENTIALITY .....	18
27.0	GENERAL PROVISIONS .....	19
27.1	Entire Agreement, Amendment and Waiver .....	20
27.2	Assignment.....	20
27.3	Third Party Beneficiaries.....	20
27.4	Governing Law.....	20

27.5	Investigations.....	20
27.6	Remedies Cumulative.....	20
27.7	Severability.....	20
27.8	Interpretation .....	21
27.9	No Presumption Against Drafting Party.....	21
27.10	Execution.....	21

**EXHIBITS**

Exhibit A – Primary Helicopter Equipment

Exhibit B – Fees

Exhibit C – Medical Equipment List

Exhibit D – Clinical Crew Qualifications

Exhibit E – Standards of Conduct

Exhibit F – HIPAA Business Associate Agreement

## GLOSSARY OF TERMS

---

Capitalized terms used but not defined herein shall have the meanings ascribed to such terms in this Glossary of Terms.

“AMC Billing Entity” means Rocky Mountain Holdings, L.L.C., a Delaware limited liability company and a wholly-owned subsidiary of AMC.

“AMC Program Aviation Manager” means the representative designated by AMC as the management contact responsible for oversight for the Flight Program and such other duties and responsibilities as set forth in this Agreement.

“AMC Regional Vice President” means the regional representative of AMC assigned to the Flight Program with responsibility for business operations of the Flight Program and such other duties and responsibilities as set forth in this Agreement.

“Backup Helicopter” means one or more Helicopters, designated by AMC pursuant to this Agreement, to provide air medical services when a Primary Helicopter is not available.

“Base Site” means a base of operations for the Primary Helicopter and any Backup Helicopter assigned to the Flight Program from time to time pursuant to this Agreement.

“CAMTS” means The Commission on Accreditation of Medical Transport Systems.

“FAA” means the Federal Aviation Administration.

“FARs” means the Federal Aviation Regulations.

“Flight Program” means the air medical service program contemplated by this Agreement operating and licensed under the name St. Lucie County Air Rescue.

“Helicopter” means the Primary Helicopter, the Backup Helicopter, if any, and any other helicopter operated in connection with the Flight Program as a result of this Agreement.

“SLCFD Program Director” means the representative appointed by the SLCFD with overall SLCFD responsibility for the functional aspects of the Flight Program and such other duties and responsibilities as set forth in this Agreement.

“Medically Necessary” means the patient’s condition is such that the time needed to transport a patient by land, or the instability of transportation by land, poses a threat to the patient’s survival or seriously endangers the patient’s health, as more fully defined in the rules, regulations and manuals of Medicare.

“VFR” means visual flight rules.

## **AIR MEDICAL SERVICES AND SUPPORT AGREEMENT**

---

This Air Medical Services and Support Agreement (this “Agreement”) is made this 1st day of October, 2018 by and between **St. Lucie County Fire District**, an independent special district of the State of Florida (“SLCFD”), and **Air Methods Corporation**, a Delaware corporation having its principal place of business at 5500 S. Quebec Street, Greenwood Village, CO 80111 (“AMC”). AMC and SLCFD are sometimes referred to in this Agreement individually as “Party” and collectively as “Parties.”

**WHEREAS**, SLCFD is an independent special taxing district of the State of Florida that provides fire prevention and emergency medical services throughout St. Lucie County, Florida to residents of and visitors to Florida;

**WHEREAS**, SLCFD desires to gain access to a high quality, cost effective, helicopter critical care transport service program to provide medically necessary patient transport throughout the SLCFD’s service area and surrounding service area;

**WHEREAS**, AMC is an organization with experience and expertise in the provision of critical care transport services; and

**WHEREAS**, SLCFD and AMC desire to cooperate to operate a regional helicopter critical care transport services program to serve the air medical transportation needs of SLCFD.

**NOW THEREFORE**, in consideration of the mutual promises and agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties, intending to be legally bound, agree as follows:

### **1.0 PURPOSE AND SCOPE**

#### **1.1 Purpose**

The purpose of this Agreement is to establish a regional helicopter critical care transport services program in cooperation with SLCFD (hereinafter referred to as the “Flight Program”) serving primarily the St. Lucie County, Florida service area and the surrounding area through cooperation between SLCFD and AMC. This service will be available 24 hours per day, seven days per week, 365 days per year, through a base of operations in the region and supported from mutual aid agreements and remote base sites, selected jointly by AMC and SLCFD, near the region. Each of the Parties will at all times adhere to the Standards of Conduct described in Exhibit E attached hereto with respect to its conduct under this Agreement.

#### **1.2 Transport Decisions**

AMC will accept Medically Necessary transport requests from any medical institution or emergency medical service agency within the region. All transport requests directed to AMC shall be honored by AMC on a “first come-first served” basis or utilizing standard triage principles whenever two transports are requested for the same period. Scene flights shall generally take priority over inter-facility flights; provided, however, that once the Helicopter has arrived at a facility for an inter-facility flight, the inter-facility flight will not be suspended to accept a scene flight request. The Parties hereby acknowledge that the Flight Program is for the benefit of the community as a whole and that neither AMC nor SLCFD shall have any influence, control over or involvement in decisions regarding the referral or transport of patients from one facility to another; it being the understanding of the Parties that referral and transport decisions are made by referring and receiving physicians and that trauma patients will be transported to the closest appropriate trauma facility in accordance with the needs and best interests of the patient.

### **1.3 SLCFD Use of Air Medical Transport Services.**

During the Term (as defined below), except where the patient or patient's legal representative has specifically requested otherwise, SLCFD shall recognize and use AMC as SLCFD's preferred provider for all of SLCFD's air medical transport needs and requirements. This means that if SLCFD has a need for any air medical transport services, SLCFD shall request that AMC provide such services before SLCFD requests such services from any other provider of air medical transport services. To this end, SLCFD shall cause all of its officers, directors, agents and employees, together with any and all other persons providing or rendering any medical services at, on behalf of, or through SLCFD or its facilities, to request any necessary or desirable air medical transport services from AMC prior to requesting such services from any other provider thereof. If the Helicopter is unavailable or unable to respond to SLCFD's request for any reason (including without limitation that such Helicopter is responding to another call or request, is out of service or experiencing mechanical or other difficulties), then SLCFD may request emergency air transport services from another provider.

### **1.4 No Exclusivity**

Nothing in this Agreement shall be construed as creating an exclusive arrangement between SLCFD and AMC.

## **2.0 TERM AND TERMINATION**

This Agreement shall commence on October 1, 2018 (the "Commencement Date") and shall terminate on September 30, 2023 (the "Initial Term") and will automatically extend for additional successive one year terms beyond the Initial Term (each, a "Renewal Term", and together with the Initial Term, the "Term") unless written notice is given to the other Party of a Party's intent to not extend at least 90 days prior to the expiration of the Initial Term or a Renewal Term or is otherwise earlier terminated as set forth in this Agreement.

This Agreement may be terminated immediately by a Party due to an uncured breach by the other Party pursuant to Section 4.0.

## **3.0 LEGAL OR REGULATORY CONCERNS**

Notwithstanding any other provision in this Agreement, in the event that either Party has reasonably determined that: (1) any federal or state law or regulation makes it unlawful for either Party to be bound by the terms of this Agreement; (2) one or more of the provisions of this Agreement may jeopardize AMC's or SLCFD's participation in or payments under Medicare, Medicaid, any successors to these programs, or any other material payer arrangement; (3) this Agreement does not conform with any federal or state laws or regulations or accreditation standards passed subsequent to the Commencement Date; or (4) the provisions of the Agreement may jeopardize the tax-exempt status of SLCFD or may subject SLCFD or AMC to monetary penalties under any state or federal law, either Party may give the other notice of intent to amend this Agreement to the satisfaction of the Parties. The Parties agree to immediately enter into good faith negotiations to adjust or amend this Agreement accordingly. Notwithstanding Section 2.0, if after 30 days of such negotiations the Parties cannot reach agreement, either Party may terminate this Agreement upon 60 days' prior written notice to the other Party.

## **4.0 EVENTS OF DEFAULT**

The following occurrences are events of "default" pursuant to this Agreement:

### **4.1 Breach by AMC**

In the event that AMC has breached any material representation, warranty or covenant in this Agreement, SLCFD shall provide to AMC a written description of such breach. In the event that AMC is unable to correct such breach within 60 days thereof, SLCFD shall have the right to terminate this Agreement immediately upon written notice to AMC.

#### **4.2 Breach by SLCFD**

In the event that SLCFD has breached any material representation, warranty or covenant in this Agreement, AMC shall provide to SLCFD a written description of such breach. In the event that SLCFD is unable to correct such breach within 60 days thereof, AMC shall have the right to terminate this Agreement immediately upon written notice to SLCFD.

#### **4.3 Resolution of Disputes**

In order to have a productive and efficient relationship, the Parties will strive to maintain open, direct, and efficient communications with each other. The SLCFD Program Director will communicate with the AMC Regional Vice President regularly and as necessary regarding the performance of the Parties' obligations under this Agreement.

All claims, disputes, and controversies arising out of or in relation to the performance, interpretation, application, or enforcement of this Agreement, including but not limited to breach thereof, shall follow the following procedure.

Either Party may request a peer-to-peer review to resolve any issues or disputes. Upon request of a peer-to-peer review by either Party, both Parties shall make available an appropriate individual with appropriate credentials for a telephone call or other communication within thirty (30) days of the request.

With respect to issues for which the peer-to-peer review process have been exhausted, either Party may request a meeting to resolve the issue. Within forty-five (45) days of such request, senior position delegates from AMC and SLCFD shall meet in a good faith effort to resolve the dispute.

In the event that the Parties are unable to resolve the dispute pursuant to the peer-to-peer review process or a good faith meeting, the Parties agree to submit all disputes for mediation with a neutral third party mutually agreed upon by the Parties. Such mediation shall take place within sixty (60) days of such request.

If the Parties are unable to resolve the dispute through peer-to-peer review, a good faith meeting, or mediation, either Party may initiate legal action to enforce the provisions of this Agreement, and venue shall be in the Nineteenth Judicial Circuit in and for St. Lucie County, Florida, for claims under state law, and in the Southern District of Florida for claims justiciable in federal court. The prevailing Party shall be entitled to recover attorneys' fees, expert fees, and other expenses of litigation.

### **5.0 AVIATION SERVICES**

#### **5.1 Aircraft Type and Configuration**

AMC will provide and operate, at AMC's own expense, one twin-engine helicopter in single pilot VFR configuration located in St. Lucie County, Florida (the "Primary Helicopter"). Subsequent aircraft selection will be with the approval of both AMC and SLCFD. The Primary Helicopter will be equipped as outlined in Exhibit A attached hereto. The Primary Helicopter will be painted and identified in colors and paint scheme mutually agreed upon by AMC and SLCFD.

## **5.2 Aviation Crew**

AMC shall provide, at AMC's own expense, a sufficient number of pilots to staff the Flight Program.

All pilots assigned to the Flight Program shall possess a Commercial Pilots Certificate Rating and shall have a FAA Instrument Helicopter Rating with instrument experience. All pilots assigned to the Flight Program shall have a minimum of 2,000 hours helicopter flight experience, at least 100 of those hours at night, five hours in type and two hours of local orientation flight time. All pilots shall possess a valid FAA Second Class Medical Certificate. All pilots will have completed the Helicopter approved ground and flight training programs as specified by AMC policies and procedures, as well as AMC indoctrination and training programs. Prior to assignment to the Flight Program, each pilot will have successfully completed a pilot proficiency flight in the applicable Helicopter completed by a FAA examiner or an AMC check airman. All pilots shall be familiar and knowledgeable of the helipads, heliports, hospitals, refueling centers and airports ordinarily served by the Flight Program and all applicable regulatory requirements.

Pilots assigned to the Flight Program are required to conform to the dress code and conduct while on duty in accordance with SLCFD and AMC standard operating guidelines. AMC shall provide aviation staff uniforms to include helmets.

AMC pilot staff will be available to participate in appropriate committees, monthly staff meetings and training and orientation programs as requested by SLCFD and approved by AMC.

## **5.3 Aircraft Maintenance**

AMC shall ensure the airworthiness of each Helicopter operated in the Flight Program and AMC shall have the sole and exclusive authority to ensure that each Helicopter is maintained in an airworthy condition when operated pursuant to the terms of this Agreement. AMC may either maintain the Helicopters with its own staff or retain a qualified third party to do so. The maintenance of the Helicopters shall be conducted in accordance with AMC procedures as in effect from time to time. All maintenance shall be at the sole expense of AMC.

AMC shall provide the equipment, tools and personnel that it determines are reasonably necessary for the operation, repair and maintenance of the Helicopters, and will consult with SLCFD on any changes to any of the foregoing that may materially affect the operation of the Flight Program. The maintenance program for the Helicopters will comply with all current FAA regulations, manufacturer issued mandatory Service Bulletins, FAA issued Helicopter Airworthiness Directives, applicable federal and state laws and AMC's maintenance practices. The SLCFD Program Director may provide written comments and concerns to the AMC Program Aviation Manager regarding equipment, tools, personnel and maintenance practices for the operation, repair and maintenance of the Helicopters, and AMC shall respond in writing to each such comment or concern.

AMC will assign a sufficient number of maintenance technicians to the Base Site. All maintenance technicians assigned to the Flight Program shall possess a FAA Airframe and Powerplant License and be rated and licensed to maintain the Helicopters. Maintenance shall be available 24 hours per day, seven days per week, 365 days per year, in accordance with AMC policies and procedures. AMC shall be responsible for providing any facilities needed for major maintenance at the nearest feasible location, at the sole expense of AMC.

## **5.4 Backup Services**

AMC shall arrange for back up services through the availability of a similarly equipped Backup Helicopter, as necessary. AMC shall determine, in consultation with SLCFD, the most effective way to provide backup services during periods when the Primary Helicopter is not available. AMC will make every effort to minimize the amount of time required in completing scheduled maintenance, major overhauls and inspection activities.

The Helicopters, pilots, and maintenance support, will have the ability to respond in a timely fashion 24 hours per day, seven days per week, 365 days per year. The standard for a “timely” response shall be determined by AMC’s operational policies.

## **5.5 Licenses and Certification**

AMC shall obtain and maintain, at AMC’s own expense, all licenses, permits and operating permits from the FAA, the State of Florida and/or other agencies necessary for operation of the Helicopters. AMC and SLCFD will work together to obtain and retain all of the necessary Certificates of Public Convenience and Necessity (COPCN) to support the Program.

AMC operates this Agreement for air transportation services pursuant to SLCFD’s authority under Chapter 401, Florida Statutes; Chapter 64 J Florida Administrative Code; Chapter 1-12.5, St. Lucie County Code of Ordinances, as amended from time to time. AMC will be the named provider of air ambulance services under SLCFD’s COPCN, and the COPCN shall be issued to SLCFD in association with AMC to provide air rescue transport to the citizens of St. Lucie County. AMC shall maintain compliance with requirements of the COPCN.

Upon termination of this Agreement, any subsequent action by AMC allegedly made under said COPCN shall be deemed null and void; AMC shall be fully removed from the COPCN; and AMC shall immediately cease to act under said COPCN.

AMC shall comply with all federal, state and local laws, statutes, rules, regulations and orders applicable to the operation of the Helicopters, including Part 135 of the FARs.

AMC represents and warrants that it has not been debarred or suspended from contracting with state or federal agencies, including CMS, OIG and DHEC. AMC will promptly notify SLCFD if it is suspended or debarred during the Term.

## **5.6 Operational Control**

AMC shall have operational control of all aspects of the Flight Program at all times, as it relates to non-clinical matters. Notwithstanding any other provision of the Agreement, AMC shall at all times during the Term have sole and exclusive authority over initiating, conducting or terminating each flight of all Helicopters; provided, however, that any crew member, including the SLCFD Paramedic crew member, can cancel a flight at any time under AMC’s “Three to Go, One to Say No” policy. All requests for flights by SLCFD pursuant to this Agreement shall be subject to and conducted in accordance with AMC’s operational procedures. The Helicopters will be flown on medical transports as assigned by SLCFD or other authorized requestors. The pilot on duty shall have complete authority to make all decisions concerning the suitability of weather conditions, landing areas, condition of the Helicopter for flight, loading of the Helicopter, and all other factors affecting flight safety and compliance with FAA regulations.

SLCFD agrees that during the Term all written material it publishes, in whatever media, including its billing statements and pages on any web site SLCFD maintains referring to Flight Program, shall

contain the legend: AVIATION SERVICES PROVIDED BY AIR METHODS CORPORATION or such similar legend as the Parties may agree upon. In addition, each Helicopter shall bear a legend on its fuselage, legible from the ground (when the aircraft is stationary) identifying AIR METHODS CORPORATION as the operator of the Helicopter.

Both AMC and SLCFD shall comply with any and all applicable FAA Flight Safety requirements for air medical programs.

AMC shall make a copy of AMC's operating standards available to SLCFD upon reasonable request. SLCFD will not release any information that is identified by AMC to be proprietary or trade secret information, unless authorized by AMC or otherwise required by law. For all medical transports and other flights, the Helicopters shall operate pursuant to AMC's operating standards.

AMC shall participate in SLCFD requested training, public relations, disaster situations and other non-medical related flights subject to the approval of AMC, which approval shall not be unreasonably withheld.

## **5.7 Base Sites**

AMC shall provide one Base Site located at the St. Lucie County International Airport in St. Lucie County, Florida for the purpose of basing the Primary Helicopter, aviation crew, Clinical Crew (as defined below) and maintenance facilities. Any new Base Site or change in a Base Site location shall be mutually agreed upon by SLCFD and AMC. It is mutually agreed that the most appropriate future base site location would be in close proximity to the Fire District's Airport Rescue and Firefighting Station #4.

AMC shall provide a hangar and helipad suitable for air medical services operations. Each of SLCFD and AMC shall obtain and maintain, at such Party's own expense, all licenses, approvals and operating permits from the FAA, the State of Florida and/or other agencies necessary for operation at the Base Site.

## **6.0 CLINICAL SERVICES**

### **6.1 Clinical Crew**

The Flight Program will be staffed at all times with a qualified medical crew composed of one (1) Registered Nurse supplied by AMC and one (1) Paramedic supplied by SLCFD (the "Clinical Crew"). Any change in the Clinical Crew composition shall be mutually agreed upon by SLCFD and AMC. The Clinical Crew shall be available to allow AMC to respond immediately to all flight requests of SLCFD or any other institution or agency, on a 24 hour a day, 365 day a year basis. Clinical Crew Qualifications are listed on Exhibit D. The Clinical Crew shall meet and comply with the standards, policies, protocols and procedures of the Florida Department of Health, as well as all standards, policies, protocols and procedures agreed upon from time to time by AMC and SLCFD. The Parties agree that they shall endeavor to meet and comply with CAMTS standards, policies, protocols and procedures where possible and as soon as reasonably possible, and that AMC shall assist SLCFD with its efforts in this regard as the Parties may agree from time to time. SLCFD further agrees to obtain accreditation by CAMTS not later than five (5) years following the Commencement Date, and to thereafter participate in the accreditation renewal process.

AMC shall provide SLCFD and the Clinical Crew with the Air Methods Medical Operations Manual ("MOM") setting forth the educational, certification, and experience standards recommended by

CAMTS. The AMC Registered Nurses shall be required to meet such educational, certification, and experience standards recommended by CAMTS. Although the SLCFD Paramedics shall not be required to meet the educational, certification, and experience standards recommended by CAMTS as of the Commencement Date, SLCFD shall endeavor to have the SLCFD Paramedics meet such standards as soon as reasonably possible, and AMC shall assist SLCFD with its efforts in this regard as the Parties may agree from time to time. SLCFD and AMC mutually agree that not later than five (5) years following the Commencement Date, all Clinical Crew members will meet all educational, certification and experience standards recommended by CAMTS.

The Clinical Crew, including SLCFD Paramedics, shall participate in AMC safety, compliance and quality audits and programs as shall be agreed from time to time by AMC and SLCFD. AMC shall share such standards, policies, protocols and procedures with the Clinical Crew and SLCFD concurrently with the execution and delivery of this Agreement and from time to time following the Commencement Date upon request by SLCFD. AMC shall provide training programs about its standards, policies, protocols and procedures at the Base Site.

In addition, each SLCFD Paramedic shall attend and participate in annual training at AMC's training center. AMC will cooperate and coordinate with SLCFD to schedule such annual training on such days and times so as to minimize any potential overtime costs that may result from SLCFD Paramedics attending such training. SLCFD shall be solely responsible for the travel expenses of SLCFD Paramedics attending such training, as well as for any associated lodging, meals and transportation expenses, and for the wages and benefits of SLCFD Paramedics for training. AMC is solely responsible for the wages and benefits of AMC employees providing such training.

Notwithstanding any training provided by AMC, AMC shall have no liability or responsibility to the clinical competency of the Paramedics supplied by SLCFD. SLCFD will have the sole responsibility to train the SLCFD Paramedics assigned to the Flight Program to ensure each such individual possesses meets the requirements set forth on Exhibit D.

SLCFD will also provide safety and communications equipment for the SLCFD Paramedics as approved by the Air Methods Safety Department. Uniforms for the SLCFD Paramedics will be provided by SLCFD, with the exception of flight suits, which will be provided by AMC. Helmets will be serviced, maintained and replaced by AMC as needed.

The Clinical Crew will be available to participate in appropriate committees, monthly staff meetings and training and orientation programs as requested by SLCFD and AMC, and will be expected to adhere to the Standards of Conduct as described in Exhibit E.

## **6.2 Medical Oversight**

SLCFD shall provide physician medical oversight on AMC's behalf as further described in Exhibit D. Physician medical oversight includes on line and off line medical command for the Flight Program. Medical oversight shall be provided by the SLCFD medical director (the "Medical Director"). Medical Director qualifications are listed on Exhibit D. Any change in the identity of the Medical Director assigned to the Flight Program shall be approved by AMC. The Medical Director shall comply with all state and federal regulations applicable to emergency medical service medical directors and will have experience in critical care transport services operations. The Medical Director will develop and implement clinical care protocols for the Clinical Crew and operate a quality improvement program in accordance with SLCFD procedures. The Medical Director shall be responsible for all medical aspects of, and all medical decisions and directions relating to the Flight Program, and SLCFD shall be responsible for all decisions, directions and actions of the Medical Director.

The Medical Director, or an equally qualified designee, and the AMC Clinical Manager and appropriate Clinical Crew personnel shall meet from time to time as shall be agreed by AMC and SLCFD, in order to review, among other things, patient records for appropriateness of transport, patient care and other areas of quality improvement.

AMC shall reimburse SLCFD for the Medical Director in accordance with Exhibit B.

### **6.3 Medical Equipment**

AMC shall provide all of the medical equipment, as identified in Exhibit C, for each Helicopter. The equipment list shall be adjusted from time to time so that the equipment on board each Helicopter remains in compliance with state EMS regulations and applicable governmental regulations.

### **6.4 Medical Supplies**

AMC shall provide all of the medical supplies used on each Helicopter, as mutually agreed upon by the Parties. The supply inventory list may be adjusted from time to time to remain in compliance with state EMS regulations, applicable governmental regulations and will be consistent with medical equipment used in the Flight Program.

### **6.5 Program Management**

SLCFD shall provide, at its sole expense, a SLCFD Program Director with oversight responsibility for the Flight Program. The SLCFD Program Director will be assigned by the SLCFD in consultation with AMC, and shall meet regularly with designated contacts at SLCFD and AMC to obtain feedback on the performance of the Flight Program.

## **7.0 STAFFING DECISIONS**

If, in the reasonable opinion of either Party, a staff member assigned to the Flight Program by the other Party does not demonstrate a high degree of aptitude for the type of customer service required, including a positive mental attitude and good interpersonal relations, such Party may make a written request that the employing Party review the performance of the individual. The employing Party will determine the appropriate disciplinary action, up to and including termination of employment and/or participation in the flight program. All such employment actions will be handled on a case by case basis in accordance with all applicable state and federal laws and equal opportunity guidelines. Action taken on such request with the intent to resolve all such actions will occur within 30 days of such written request.

## **8.0 TRAINING**

AMC shall provide, at AMC's sole expense, all of the necessary aviation and flight safety training for aviation staff and Clinical Crew involved in the operation of the Flight Program in accordance with AMC's training procedures.

## **9.0 COMMUNICATION CENTER SERVICES**

AMC shall provide communication center services for the Flight Program through its established communication center located in Omaha, Nebraska ("AirCom") operating 24 hours per day, seven days per week, 365 days per year. AirCom shall accept critical care transport requests for the Flight Program from any referral source, from SLCFD and any receiving facility in accordance with SLCFD policies and procedures. AirCom shall be responsible for assigned operational aspects of communications including, but not limited to, alerts, communication and coordination with flight team and ground agencies, and flight following in compliance with

FAA regulations and standards. AirCom functions shall meet all AMC protocols, procedures and training to ensure compatibility and consistency with AMC's authority to initiate, conduct and terminate flight operations.

AMC shall supply aircraft radio equipment to facilitate communication between AirCom and the Helicopters.

SLCFD shall supply radios and cell phones for SLCFD Paramedics.

SLCFD shall utilize AMC designated and supplied Computer Aided Dispatch program or be responsible for the timely completion and entry of AMC designated information into AMC's designated alternative data collection program.

## **10.0 ADDITIONAL SERVICES**

### **10.1 Community Education and Outreach**

AMC may develop a comprehensive community education and outreach plan for the Flight Program in consultation with SLCFD. Any such plan shall be consistent with the mission and goals of SLCFD and the capabilities of AMC and shall cause no conflict of interest between AMC and SLCFD. Any such plan may include development of specific services that will be provided by the Flight Program, identification of regional SLCFD affiliations and a budget for the resources necessary to implement the plan. AMC shall be solely responsible for the costs of implementing any such community education and outreach program. Any such plan and progress against the plan shall be reviewed jointly, on a quarterly basis, by representatives of AMC and SLCFD, and any modifications or alteration thereof shall require mutual agreement by the Parties.

### **10.2 SLCFD Marketing Activities**

Air Methods shall cause the Primary Helicopter to display the name "St. Lucie County Fire District" in a manner mutually agreeable to AMC and SLCFD.

AMC shall cause the Primary Helicopter to be available to SLCFD, at mutually agreed times, for mutually agreed marketing and other events sponsored by SLCFD, not to exceed six (6) flight hours per month for the duration of the Term. SLCFD shall provide AMC with prior written notice of any such events.

SLCFD shall pay AMC for such additional marketing services, in excess of the above-referenced six (6) flight hours per month, in the amount of Five Hundred Dollars (\$500.00) per flight hour, but only if AMC provides advance written notice to SLCFD that such additional marketing services or events are for the sole benefit of SLCFD, in the reasonable judgment of AMC.

### **10.3 Aviation Training**

AMC shall use its best efforts to provide additional training for SLCFD or affiliated institutions from time to time during the Term. The allocation of cost for such training programs shall be mutually agreed upon by the Parties in advance, in writing.

### **10.4 Customer Conference**

If deemed necessary at AMC's sole discretion, AMC may sponsor two (2) representatives of SLCFD to the annual AMC customer conference. The conference is conducted for the purpose of continuing education with regard to air medical transport, trends in the air medical industry, and updates on AMC policies, procedures, performance, objectives and other operational issues.

## **11.0 THIRD PARTY BILLING**

AMC shall, at AMC's sole expense, have sole authority to bill and collect, or cause the AMC Billing Entity to bill and collect, any and all fees for services provided under this Agreement. AMC and the AMC Billing Entity shall set the fee schedule and billing policies for all critical care transport services provided by the Flight Program.

All patient records and documentation created on behalf AMC and the AMC Billing Entity pursuant to this Agreement, including patient care records, billing records, and other related documents, shall be the responsibility of AMC or the AMC Billing Entity as the licensed and billing entity. SLCFD agrees that it will retain and subject to all applicable patient privacy rules and regulations, and provide to AMC and the AMC Billing Entity or their authorized representatives all documents and records necessary for billing and collection for Flight Program services on a timely basis. AMC and the AMC Billing Entity, on the one hand, and SLCFD, on the other hand, shall retain all such documents and records, and to hold them available for such inspection until the expiration of ten years after the patient's age of majority, regardless of the date of termination of this Agreement.

All employees of SLCFD and the Flight Program responsible for the submission of data necessary for billing and collection purposes will be responsible for submission of such data in an accurate and timely fashion in AMC's assigned charting system. AMC shall be the sole administrator and holder of the electronic charting system account that will be used for the patient transports provided pursuant to this Agreement. Additionally, SLCFD's employees shall use AMC's standard, pre-approved forms related to patient transports, including but not limited to, the Physician Certification Statement and the patient Authorization and Consent Form. SLCFD and its employees shall cooperate fully with AMC's and the AMC Billing Entity's billing processes, including but not limited to, AMC's and the AMC Billing Entity's documentation requirements, and relevant billing guidelines, policies and procedures, all of which shall be made available to SLCFD upon request.

Each business day, the Clinical Crew (including the SLCFD Paramedics) will create a billing export file for AMC in AMC's ePCR system. Such file will include all billable patient accounts, with all supporting data and documentation available to SLCFD personnel at the time service was rendered support medical necessity including: (i) coverage requirements; (ii) face sheet or minimally the medical record number; (iii) medical appropriateness; (iv) time and mileage for air transport; (v) nearest appropriate medical facility; and (vi) such other documentation reasonably necessary to support the patient charges inclusive of transport.

SLCFD Paramedics will assist AMC in obtaining information from patients concerning insurance coverage when the data is available and when appropriate based upon the medical condition of the patient.

SLCFD will use commercially reasonable efforts, taking into account staff scheduling and overtime concerns, to make SLCFD Paramedics available at reasonable times for training by AMC in methods and procedures regarding and/or required for proper billing. Such training may be delivered by AMC faculty and/or via live webcast and/or distributive learning system approaches. Training shall be provided at least annually and at no additional cost to SLCFD.

Any ePCRs determined incomplete by AMC or requiring additional review and documentation will be addressed by the relevant Clinical Crew (including the SLCFD Paramedic) in a timely manner, normally within 24 hours.

AMC and SLCFD shall work together to ensure the SLCFD Paramedics' awareness of and compliance with AMC's billing and documentation standards.

## **12.0 QUALITY MANAGEMENT PROGRAM**

SLCFD agrees to use the Air Methods Multi-Disciplinary Application or any replacement multidisciplinary quality management tool identified by AMC and notified to SLCFD (the "QM Program"), for all patient transports provided as part of this Agreement. Each of SLCFD's Paramedics must upload all relevant professional licenses and certifications to the then-applicable QM Program before providing services under this Agreement. Additionally, certain AMC management shall have access to all patient records and information uploaded by the Clinical Crew for the purpose of quality assurance and review practices, responses to patient inquiries, and any other appropriate purpose.

Each employee from SLCFD providing services pursuant to this Agreement will be provided with unique login and access codes to the QM Program. SLCFD and its employees will be solely responsible for maintaining the confidentiality and security of these unique access codes and logins, and SLCFD shall not authorize access to the QM Program except for those employees providing services under this Agreement. SLCFD shall promptly inform AMC if an employee no longer provides services under this Agreement so that AMC may terminate that employee's access to the QM Program.

SLCFD shall not take or allow any action that attempts to defeat, disable, or circumvent any security measures that restrict or prevent unauthorized access to, use or copying of any portion of the QM Program. SLCFD's use of the QM Program shall be subject to the Parties' business associate agreement attached hereto as Exhibit E. SLCFD's access to the QM Program shall terminate upon the termination of this Agreement.

## **13.0 PROGRAM FEES AND COSTS**

### **13.1 Program Aviation Costs**

AMC shall pay all costs associated with the operation of the Primary Helicopter, and any Backup Helicopter, which may be assigned from time to time. These costs include, but are not limited to, aircraft ownership or lease costs, insurance, operating costs, fuel, landing permits, parking fees, ground ambulance fees, hangar rental, and pilot training costs, with the exception of the aviation costs associated with non-clinical or non-training missions. AMC shall be responsible for all taxes, fees, assessments, sales tax, personal property tax, license and registration fees which relate to ownership, use or operation of the Primary Helicopter and any Backup Helicopter.

### **13.2 Program Clinical Costs**

SLCFD shall pay all clinical costs for the SLCFD Paramedics assigned to the Flight Program. AMC shall pay to SLCFD a clinical service fee and other fees as identified in Exhibit B. The fees set forth in Exhibit B shall be the sole and complete compensation to SLCFD for the provision of Paramedics, medical oversight, and related services provided and for all costs incurred in implementing and performing in accordance with the terms of this Agreement.

In the event that the revenue producing flight volume or payor mix drops to a financially unviable situation that is beyond the reasonable expectations of AMC, AMC and SLCFD will meet to discuss adjustments to the Clinical Service Fee.

### **13.3 Base Site Costs**

AMC shall provide one (1) Base Site currently located at the St. Lucie County International Airport in Fort Pierce, Florida. The location of the existing and any future Base Site shall be mutually agreed upon by AMC and SLCFD. It is mutually agreed that the most appropriate future base site location would be in close proximity to the Fire District's Airport Rescue and Firefighting Station #4.

#### **13.4 Communication Center Costs**

AMC shall be responsible for communication center services for the Flight Program through AirCom.

#### **14.0 FAIR MARKET VALUE AND REFERRALS DISCLAIMER**

The amounts to be paid hereunder represent the fair market value of the goods and services to be provided as established by arms-length negotiations by the Parties and have not been determined in any manner that takes into account the volume or value of any potential referrals between the Parties or any of their affiliates. No amount paid hereunder is intended to be, nor shall it be construed to be, an inducement or payment for referral of patients by any Party to any other Party.

#### **15.0 INSURANCE**

##### **15.1 AMC Aircraft Hull and Liability Insurance**

During the Term, AMC shall maintain an aircraft hull and liability insurance policy with a reputable insurance company for bodily injury, personal injury and property damage covering each Helicopter with a combined single limit of not less than \$50,000,000.00 per occurrence. Such aircraft hull and liability policy shall include SLCFD as an additional insured. AMC shall provide evidence of this insurance on or prior to the Commencement Date and on each Anniversary Date.

##### **15.2 SLCFD General Liability Insurance**

SLCFD shall maintain general liability insurance, covering its obligations under this Agreement, including contractual liability insuring the indemnification set forth in this Agreement, the forgoing to have a combined single limit of not less than \$1,000,000. Such general liability policy shall include AMC as an additional insured. SLCFD shall provide evidence of this insurance on or prior to the Commencement Date and on each Anniversary Date.

##### **15.3 Professional Medical Liability Insurance**

SLCFD shall maintain professional liability insurance, including coverage for medical errors and omissions and contractual liability insuring the indemnification set forth in this Agreement, the forgoing to have a combined single limit of not less than \$1,000,000 per occurrence, with an aggregate limit of three times such per occurrence limit. Such professional liability policy shall include AMC as an additional insured. SLCFD shall provide evidence of this insurance on or prior to the Commencement Date and each Anniversary Date.

AMC shall maintain professional liability insurance, including coverage for medical errors and omissions and contractual liability insuring the indemnification set forth in this Agreement, the forgoing to have a combined single limit of not less than \$2,000,000 per occurrence, with an aggregate limit of three times such per occurrence limit. Such professional liability policy shall include SLCFD as an additional insured. AMC shall provide evidence of this insurance on or prior to the Commencement Date and each Anniversary Date.

##### **15.4 Workers Compensation**

SLCFD shall carry workers compensation and employer's liability insurance, including stop gap coverage, including all endorsements as may be necessary to insure fully SLCFD's obligations required by law, with coverage to statutory limit. This insurance shall be placed with a reputable insurance company. SLCFD shall provide evidence of this insurance on or prior to the Commencement Date and on each Anniversary Date.

AMC shall carry workers compensation and employer's liability insurance, including stop gap coverage, including all endorsements as may be necessary to insure fully AMC's obligations required by law, with coverage to the statutory limit. This insurance shall be placed with a reputable insurance company. AMC shall provide evidence of this insurance on or prior to the Commencement Date and on each Anniversary Date.

### **15.5 Cancellation or Alteration**

Each policy carried by AMC to satisfy its contractual obligations hereunder shall provide that SLCFD shall be notified in accordance with policy terms in the event of any cancellation or material alteration.

Each policy carried by SLCFD to satisfy its contractual obligations hereunder shall provide that AMC shall be notified in accordance with policy terms in the event of any cancellation or material alteration.

## **16.0 FORCE MAJEURE**

Each of AMC and SLCFD shall have no liability or responsibility for delay in performance or nonperformance of its obligations set forth in this Agreement resulting from or occasioned by any of the following causes: acts of God, of the public enemy, civil war, insurrections or riots, inclement weather, fires, floods, natural disasters, explosions, tornadoes, earthquakes or serious accidents, epidemics, or quarantine restrictions; embargoes or legal or court orders affecting materials, fuel, oil facilities, airports, and airways; any act of government, any act of the FAA, Department of Transportation, or any foreign counterpart thereof, or any foreign government, governmental priorities, airport or air traffic control, allocation regulations, embargoes, or orders affecting materials, fuel, oil, facilities, or any aircraft used by AMC hereunder, strikes, labor disputes causing cessation, slowdown or interruption of work or other like circumstances (each, a "Force Majeure").

In the event of a Force Majeure, the Party affected by such Force Majeure shall provide prompt written notice of such Force Majeure to the other Party and shall use commercially reasonable efforts to resume work under this Agreement as soon as reasonably practicable. In the event of a Force Majeure, the performance period shall be extended for the period of time required to remove the event causing the delay.

Should a Party's performance under the Agreement be suspended for more than 30 consecutive days due to a Force Majeure, then either Party shall be entitled to terminate the Agreement upon written notice to the other. Neither Party shall be liable for any direct or indirect damages caused by a Force Majeure.

## **17.0 ACCESS TO BOOKS AND RECORDS**

### **17.1 AMC Documents**

AMC agrees that it will retain and make available upon request of SLCFD, the Secretary of the Department of Health and Human Services, or the Comptroller General of the United States, or any of their authorized representatives, any agreements between AMC and SLCFD, and all books, documents and records necessary to verify the nature and extent of the costs and the services provided under this Agreement. AMC agrees to retain all such books, documents and records, and to hold them available for such inspection until the expiration of five (5) years after the termination of this Agreement.

## **17.2 SLCFD Documents**

SLCFD agrees that it will retain and make available upon request of AMC, the Secretary of the Department of Health and Human Services, or the Comptroller General of the United States, or any of their authorized representatives, any agreements between SLCFD and AMC, and all books, documents and records necessary to verify the nature and extent of the costs and the services provided under this Agreement. SLCFD agrees to retain all such books, documents and records, and to hold them available for such inspection until the expiration of five (5) years after the termination of this Agreement. Additionally, SLCFD agrees to provide AMC any information related to SLCFD or its employees providing services under the Agreement that is required by a government agency or other payer in order to process and pay claims or enroll in Medicare and/or Medicaid.

## **17.3 HIPAA Business Associate Assurances**

As detailed in Exhibit F, SLCFD and AMC hereby represent and warrant to the other that each is a “health care provider,” as that term is defined in the Health Insurance Portability and Accountability Act of 1996 and the regulations promulgated under such Act (as the Act and regulations are amended, restated and superseded from time to time, collectively, “HIPAA”), and that they are principally responsible for protecting the confidentiality of all patient-specific “protected health information” (as that term is defined in HIPAA) concerning patients transported by AMC in the Flight Program. SLCFD and AMC will take such actions and adopt such policies, procedures and protocols concerning patients’ protected health information as are necessary to comply with HIPAA.

As health care providers, SLCFD and AMC may each provide Protected Health Information to the other for purposes of treatment, payment or operations (as each such term is defined in the HIPAA Privacy Regulations), provided that SLCFD and AMC each has a relationship with the individual who is the subject of the Protected Health Information.

## **17.4 Subcontractors**

AMC agrees that any subcontractor to which it is, to a significant extent, associated or affiliated with, owns, or is controlled by, or has control of, will similarly be required by AMC to retain and give access to similar books, documents and records. AMC agrees to promptly notify SLCFD of any request it receives for access to AMC records and to furnish a copy of such request. The regulations require that access be given within 20 days from the date of the request, unless written objection is made. If SLCFD deems such a request to be inappropriate, then it may file an objection. Any proceeding regarding SLCFD objections will be pursued at SLCFD’s sole cost and expense; provided, however, that AMC will provide reasonable cooperation to SLCFD.

SLCFD agrees that any subcontractor to which it is, to a significant extent, associated or affiliated with, owns, or is controlled by, or has control of, will similarly be required by SLCFD to retain and give access to similar books, documents and records. SLCFD agrees to promptly notify AMC of any request it receives for access to SLCFD records and to furnish a copy of such request. The regulations require that access be given within 20 days from the date of the request, unless written objection is made. If AMC deems such a request to be inappropriate, then it may file an objection. Any proceeding regarding AMC objections will be pursued at AMC’s sole cost and expense; provided, however, that SLCFD will provide reasonable cooperation to AMC.

## **17.5 Government Requests**

If access to AMC's books and records related to this Agreement is granted to the government, it will be granted to AMC's place of business, unless AMC elects, at its option and at its expense, to furnish copies to the government. Any government requested copies will be paid for by the government or AMC.

If access to SLCFD's books and records related to this Agreement is granted to the government, it will be granted to SLCFD's place of business, unless SLCFD elects, at its option and at its expense, to furnish copies to the government. Any government requested copies will be paid for by the government or SLCFD.

#### **17.6 Compliance with Requests**

Compliance with such requests for information under this Section 17.0 shall not provide a basis for a claim for extra compensation under this Agreement.

#### **17.7 Public Records Disclosure**

AMC understands and agrees that all documents of any kind whatsoever provided to SLCFD in connection with this Agreement may be deemed to be public records and, accordingly, AMC agrees to comply with all applicable provisions of Florida law in handling such records, including but not limited to Section 119.0701, Florida Statutes, and all other applicable statutes, laws, rules and regulations, including but not limited to HIPAA. AMC acknowledges that for purposes of this Agreement the designated public records custodian for SLCFD is the Clerk Treasurer ("Public Records Custodian"). Among other requirements (but only to the extent required by applicable law), AMC shall (i) keep and maintain public records required by the SLCFD to perform services under this Agreement; (ii) upon request by the Public Records Custodian, provide SLCFD with the requested public records or allow the records to be inspected or copied within a reasonable time period at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes; (iii) ensure that public records that are exempt or confidential, and exempt from public records disclosure requirements, are not disclosed except as authorized by law for the duration of the Agreement term and following the Agreement term if AMC does not transfer the records to the Public Records Custodian of SLCFD; and (iv) keep, maintain, and meet all applicable requirements for retaining public records pursuant to Florida law.

**IF AMC HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO AMC'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE SLCFD CUSTODIAN OF PUBLIC RECORDS AT TELEPHONE NUMBER: 772-621-3606; E-MAIL: [KRussell@slcfd.org](mailto:KRussell@slcfd.org); AND MAIL: 5160 N.W. MILNER DRIVE, PORT ST. LUCIE, FLORIDA 34983-3392.**

#### **18.0 NOTICES**

All notices and other communications hereunder shall be in writing and shall be delivered personally, by utilizing a next-day service by a recognized next-day courier, or by registered or certified mail, return receipt requested, postage prepaid. Notices will be deemed delivered when received or rejected as shown on the tracking report or return receipt. All notices hereunder shall be delivered to the addresses set forth below, or pursuant to such other instructions as may be designated in writing by the Party to receive such notice:

**To AMC:**

Air Methods Corporation  
5500 S. Quebec Street, Suite 300  
Greenwood Village, CO 80111  
Attention: Vice President, Southeast Region

with a copy (which will not constitute notice) to:

Air Methods Corporation  
5500 S. Quebec Street, Suite 300  
Greenwood Village, CO 80111  
Attention: Contracts

**To SLCFD:**

St. Lucie County Fire District  
5160 N.W. Milner Drive  
Port St. Lucie, FL 34983  
Attention: Nate Spera, Fire Chief

with a copy (which shall not constitute notice) to:

St. Lucie County Fire District  
5160 N.W. Milner Drive  
Port St. Lucie, FL 34983  
Attention: Kim W. Sabol, Fire District Attorney

**19.0 WARRANTIES AND DISCLAIMERS OF AMC**

**19.1 Aircraft**

SLCFD hereby acknowledges and agrees that AMC is not the manufacturer of the Primary Helicopter or any Backup Helicopter or the manufacturer's agent with respect to any Helicopter used in connection with this Agreement.

**19.2 Warranties and Disclaimers**

AMC MAKES NO WARRANTIES, GUARANTEES OR REPRESENTATIONS OF ANY KIND, EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, WITH REGARD TO THE DESIGN, ORIGINAL CONSTRUCTION OR CONFIGURATION OR LATENT CONDITION OF ANY HELICOPTER PROVIDED UNDER THIS AGREEMENT. AMC WARRANTS THAT IT PREVIOUSLY HAS PERFORMED, AND IN THE FUTURE WILL PERFORM, ALL WORK, MAINTENANCE, AND OPERATIONAL SERVICES UNDER THIS AGREEMENT, AND AMC HAS SUPPLIED AND INSTALLED AND IN THE FUTURE WILL SUPPLY AND INSTALL ALL PARTS, AND HAS MADE, AND IN THE FUTURE WILL MAKE, SUCH MODIFICATIONS TO HELICOPTER PARTS, COMPETENTLY, CORRECTLY AND IN ACCORDANCE WITH THE REQUIREMENTS OF THE FEDERAL AVIATION ACT, AS AMENDED, THE FAR'S AND ALL APPLICABLE FEDERAL, STATE, AND LOCAL LAWS, RULES AND REGULATIONS.

EXCEPT FOR THE EXPRESS WARRANTIES SET FORTH IN THIS SECTION, AMC MAKES NO WARRANTIES WHATSOEVER WITH RESPECT TO THE SERVICES PROVIDED HEREUNDER OR THE HELICOPTERS, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE; WHETHER EXPRESS OR IMPLIED BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE OR OTHERWISE.

## **20.0 INDEMNIFICATION**

Each of AMC and SLCFD (each, an “Indemnifying Party”) agree to assume direct liability for, and to protect, defend, indemnify, and otherwise save and hold the other Party and such Party’s affiliates and its and their respective officers, directors, managers, members, shareholders, agents and employees and their respective heirs successors and assigns (collectively, the “Indemnified Parties”) harmless of and from, and to pay upon demand, the amount of any awards or judgments resulting from any and all liabilities, property damage, personal injury, suits, causes of action, claims, complaints, judgments, damages, losses, costs, damages, penalties, fines, and expenses, including reasonable attorneys’ fees, litigation and court costs (collectively, “Claims”), incurred by, asserted, or claimed by any party or entity not a party to this Agreement on account of the negligent acts or omissions, duties or obligations of the Indemnifying Party or its officers, directors, employees, agents and/or contractors under this Agreement (such indemnification by each Indemnifying Party is collectively referred to as the “Liability Indemnification”).

In order to avail itself of the Liability Indemnification, the Indemnified Party must promptly notify the Indemnifying Party of the facts surrounding the Claim and must cooperate with the Indemnifying Party, at the cost of the Indemnifying Party, in the defense against such Claim.

Notwithstanding any of the foregoing in this Section, the Indemnifying Party shall not be required to protect, defend, indemnify and otherwise hold the Indemnified Parties harmless, for any:

- (1) act, omission or event which occurs after the termination of this Agreement; or
- (2) action or inaction which would constitute willful misconduct or negligence on the part of the an Indemnified Party; or
- (3) taxes.

Notwithstanding any other provision of this Agreement, (i) indemnification of AMC by SLCFD is subject to the limits, including the monetary limits, set forth in Section 768.28, Florida Statutes, is further limited to the negligent or wrongful acts or omissions of any SLCFD officer or employee acting within the scope of the officer’s or employee’s office or employment under circumstances in which SLCFD, if a private person, would be liable to the claimant, and (ii) except as specifically authorized by Section 768.28, Florida Statutes, SLCFD does not waive any defense of sovereign immunity or other limitation of liability as may be provided by applicable law to agencies and subdivisions of the State of Florida.

## **21.0 LIMITATION OF LIABILITY**

In no event, whether as a result of contract, tort, strict liability or otherwise, shall either Party be liable to the other for any punitive, special, indirect, incidental or consequential damages, including without limitation loss of profits, loss of use or loss of contract.

## **22.0 NO REFERRAL CONTINGENCY**

The Parties agree that the benefit to each Party does not require, are not payment for, and are in no way contingent upon the admission, referral, or any other arrangement for the provision of any item or service offered by either Party in any facility, controlled, managed, or operated by any Party. Each of the Parties expressly acknowledges and agrees that it has been and continues to be its intent to comply fully with all federal, state, and local laws,

rules, and regulations. It is not the purpose nor is it a requirement of this Agreement to offer or receive any remuneration or benefit of any nature or to solicit, require, induce, or encourage the referral of any patient, the payment for which may be made in whole or in part by Medicare or Medicaid. No payment made or received under this Agreement is in return for the referral of patients or in return for the purchasing, leasing, ordering, or arranging for or recommending the purchasing, leasing, or ordering of any goods, service, item, or product for which payment may be made in whole or in part under Medicare or Medicaid. No Party shall make or receive any payment that would be prohibited under state or federal law.

### **23.0 NO PARTNERSHIP OR JOINT VENTURE**

Neither Party intends to create a joint venture, partnership or principal and agent relationship by this Agreement. Accordingly, nothing contained herein shall be construed to imply a joint venture, partnership or principal and agent relationship between SLCFD and AMC, and neither Party shall have any right, power or authority to create any obligation, express or implied, on behalf of the other.

### **24.0 NON-SOLICITATION**

During the Term and for a period of twelve (12) months following the expiration or earlier termination of this Agreement, neither Party shall directly solicit, recruit or hire any person who on the date of the termination or expiration of this Agreement is an employee of the other Party or one of its affiliates. The foregoing, however, shall not prohibit a general solicitation to the public of general advertising or similar methods of solicitation by search firms not specifically directed at the other Party's employees.

### **25.0 NON-DISPARAGEMENT**

During the Term and for a period of two (2) years following the expiration or earlier termination of this Agreement, neither Party will disparage, defame, or make any false and derogatory comments about the other Party. For purposes of this Section, "disparage" shall mean any false and negative statement, whether written, electronic or oral, about such Party, its affiliates, and their respective officers, directors or employees, relating to the Party's business or services, including without limitation such Party's billing practices, which could reasonably be expected to adversely affect the professional or personal reputation of such Party, its affiliates, or their respective officers, directors or employees. Notwithstanding the foregoing, each Party may make truthful statements about the other Party and its officers, directors and employees. Neither Party shall be responsible to the other Party under this Section except for such comments as made or adopted by the chief executive officer or governing board of the commenting Party. The Parties agree and acknowledge that this non-disparagement provision is a material term of this Agreement, the absence of which would result in the Parties refusing to enter into this Agreement.

### **26.0 CONFIDENTIALITY**

The Parties acknowledge and agree that, in connection with the performance of their obligations and exercise of their rights under this Agreement, each Party may have access to or obtain Confidential Information of the other Party. The term "Confidential Information" shall mean all business, financial, technical, and other information of a Party, including but not limited to Flight Program statistics, projections and strategies, trade secrets, pricing, fees, rates, and any analyses of Flight Program performance or events prepared by either Party, that is provided to the other party hereunder and that is conspicuously marked as proprietary or confidential. AMC hereby specifically designates Exhibit B of this Agreement as confidential, to the extent permitted by applicable law.

AMC acknowledges that, with the exception of PHI as defined in Exhibit F and any other records or information protected from disclosure pursuant to applicable statutes, laws, rules and regulations, including but not limited to HIPAA, any record received by SLCFD in the performance of this Agreement is a public record subject to inspection and copying in accordance with the provisions of Chapter 119, Florida Statutes, in the absence of an

applicable statutory exemption from such disclosure. Notwithstanding any other provision of this Section, if SLCFD receives a request in accordance with Chapter 119, Florida Statutes, to inspect or copy public records and the scope of such request includes Confidential Information, SLCFD shall notify AMC of such request in writing and AMC agrees (i) to specify the applicable statutory exemption justifying withholding such records from inspection or copying, (ii) to respond to the request within five (5) business days of receiving written notice from SLCFD and either defend the asserted exemption from disclosure or authorize release of such records, and (iii) to indemnify SLCFD from any costs (including reasonable attorneys' fees), claims, liability or damage that SLCFD may incur or suffer as a result of AMC's asserted exemption from disclosure.

Each Party shall protect the Confidential Information of the other Party using the same degree of care, but not less than a reasonable degree of care, that the receiving party uses to protect its own confidential information of like nature, to prevent the unauthorized use, dissemination, or publication of such Confidential Information. The receiving party shall not use or make available in any form the Confidential Information of the disclosing party or its Affiliates to any other party other than the receiving party's and its Affiliates' and its and their employees and agents (collectively, the "Representatives") whose job performance requires such access, and shall take appropriate steps to ensure that any persons permitted access to such Confidential Information are legally bound to hold such Confidential Information in trust and confidence without further disclosure to any third party. The receiving party shall only use any Confidential Information for the purposes set forth in this Agreement, and the receiving party acknowledges and agrees that the disclosing party and/or its Affiliates may be irreparably harmed if any of the Confidential Information were to be disclosed to third parties, and further agrees that the disclosing party shall have the right to seek injunctive relief upon any violation of this Section, in addition to all other rights and remedies available at law or in equity.

Confidential Information shall not include any information that: (i) the receiving party lawfully had knowledge of, or access to, prior to the time of disclosure by the disclosing party or its Affiliates; (ii) the receiving party developed independently without access to or use of the Confidential Information of the disclosing party and its Affiliates and without breach of this Agreement; (iii) has become generally known to the public other than by breach of this Agreement or wrongful act of the receiving party or its Representatives; or (iv) the receiving party obtained from a third party without an obligation to maintain confidentiality and not being in wrongful possession of such Confidential Information.

Notwithstanding the foregoing, the receiving party may disclose Confidential Information (i) pursuant to an order or judgment of any court or governmental body, or (ii) pursuant to any applicable law, rule or regulation, provided that in either scenario, except where prohibited by applicable law, the receiving party gives prompt notice to the disclosing party in advance of such disclosure so that the disclosing party and/or its Affiliates may have an opportunity to prevent such disclosure through appropriate legal means.

Each Party shall own and otherwise retain all right, title and interest in and to its Confidential Information. Disclosure of Confidential Information shall not confer on the receiving party or its Representatives any rights or licenses to such Confidential Information other than those expressly set forth in this Agreement.

Subject to the provisions of Section 17.7 of this Agreement and applicable record retention requirements, the receiving party will destroy all documents, papers and other matter in the receiving party's possession that contain such Confidential Information. Notwithstanding the foregoing, (i) the obligation to return or destroy the Confidential Information will not cover information that is maintained on routine computer system backup tapes, disks or other backup storage devices as long as such backed-up information is not used, disclosed, or otherwise recovered from such backup devices, (ii) the Recipient may retain a copy of any Confidential Information to the extent required to defend or maintain any litigation relating to this Agreement or the Confidential Information, or pursuant to established document retention policies, or to the extent required to comply with requirements of applicable law.

## **27.0 GENERAL PROVISIONS**

### **27.1 Entire Agreement, Amendment and Waiver**

This Agreement supersedes all prior agreements, oral or written, representations, statements, and/or understandings of AMC and SLCFD with respect to the subject matter of this Agreement. The terms and provisions of this Agreement shall not be amended or modified without specific written provision to that effect, signed by the Parties. No oral statement of any person shall in any manner modify or otherwise affect the terms and provisions of this Agreement. The waiver of either Party of a breach of any provision of this Agreement shall not operate as or be construed as a continuing waiver or as consent to or waiver of such subsequent breach.

### **27.2 Assignment**

This Agreement shall be binding upon the Parties and their successors and permitted assigns; provided, however, that, except as expressly set forth herein, no Party may assign, delegate or subcontract its rights or duties under this Agreement without prior written consent of the other Party.

### **27.3 Third Party Beneficiaries**

Nothing in this Agreement shall be construed as (i) creating or granting rights, benefits, or obligations enforceable by anyone other than AMC and SLCFD or (ii) consent by an agency or subdivision of the State of Florida to be sued by a third party in any matter arising out of contract.

### **27.4 Governing Law**

The provisions of this Agreement and all rights and obligations of this Agreement shall be governed by, and construed in accordance with the laws of the State of Florida and the United States of America, without regards to conflict of laws principles thereof.

### **27.5 Investigations**

AMC shall immediately notify SLCFD if it is the subject of any investigatory action by any federal, state or local agency or affiliation/accreditation organization that is in any way related to the Flight Program, or if it is sanctioned or disciplined by any such agency or organization. AMC shall also immediately notify SLCFD if it is sued by any party if such suit will or might adversely impact on AMC's ability to meet its obligations under this Agreement.

SLCFD shall immediately notify AMC if it is the subject of any investigatory action by any federal, state or local agency or affiliation/accreditation organization that is in any way related to the Flight Program, or if it is sanctioned or disciplined by any such agency or organization. SLCFD shall also immediately notify AMC if it is sued by any party if such suit will or might adversely impact on SLCFD's ability to meet its obligations under this Agreement.

### **27.6 Remedies Cumulative**

It is agreed that the rights and remedies herein provided in case of default or breach by a Party of this Agreement are cumulative and shall not affect in any manner any other remedies that a Party may have by reason of such default or breach by the defaulting Party. The exercise by the non-defaulting Party of any right or remedy provided herein shall be without prejudice to non-defaulting Party's right to exercise any other right or remedy provided herein, at law, or in equity.

### **27.7 Severability**

Each provision of this Agreement shall be considered separable, and if for any reason any provision of this Agreement, is determined to be invalid and/or contrary to any existing or future law, regulation, rule and/or order, such invalidity shall not impair the operations of, or affect those portions of this Agreement which are valid.

#### **27.8 Interpretation**

When a reference is made in this Agreement to a Section or Exhibit such reference shall be to a Section or Exhibit of this Agreement unless otherwise indicated. The headings contained in this Agreement or in any Exhibit are for convenience of reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement. All words used in this Agreement will be construed to be of such gender or number as the circumstances require. Any capitalized terms used in any Exhibit but not otherwise defined therein shall have the meaning as defined in this Agreement. All Exhibits annexed hereto or referred to herein are hereby incorporated in and made a part of this Agreement as if set forth herein. The word “including” and words of similar import when used in this Agreement will mean “including, without limitation”, unless otherwise specified.

#### **27.9 No Presumption Against Drafting Party**

Each of SLCFD and AMC acknowledges that it has been represented by counsel in connection with this Agreement and the transactions contemplated hereby. Accordingly, any rule of law or any legal decision that would require interpretation of any claimed ambiguities in this Agreement against the drafting Party has no application and is expressly waived.

#### **27.10 Execution**

This Agreement may be executed in multiple counterparts (including by PDF, facsimile or other electronic means), each of which may be deemed an original and will constitute one and the same instrument.

*[Signatures on Following Page]*

**IN WITNESS THEREOF**, the Parties intending to be legally bound hereby have caused this Agreement to be duly executed to be effective as of the Commencement Date.

**ST. LUCIE COUNTY FIRE DISTRICT**

By: \_\_\_\_\_  
Name:  
Title:  
Date:

**AIR METHODS CORPORATION**

By: \_\_\_\_\_  
Name:  
Title:  
Date:

**EXHIBIT A**  
**PRIMARY HELICOPTER EQUIPMENT**

*Aircraft*

Manufacturer:	Airbus EC135
Status:	Used
Certification:	Single Pilot VFR with NVG compatibility
Engines:	Twin Engine
Patient Capacity:	Current configuration
Aircraft Paint Design	Current paint and SLCFD logo-branding

Upon the mutual agreement of AMC and SLCFD, AMC may replace the foregoing aircraft with an alternate aircraft able to provide the emergency air transport services contemplated by this Agreement in a prudent, efficient and cost-effective manner.

Final approval of built in medical equipment and configuration rests with AMC and SLCFD by mutual agreement.

**EXHIBIT B**

**FEES**

**CLINICAL CREW FEE:**

For the use of the SLCFD Paramedics in the Flight Program, and related services provided and for all costs incurred in implementing and performing in accordance with this Agreement, AMC shall pay SLCFD \$60,000 per month for the duration of the Term.

**MEDICAL DIRECTION FEE:**

For the provision of the Medical Director, AMC shall pay SLCFD \$2,000 per month for the duration of the Term.

**EXHIBIT C**  
**MEDICAL EQUIPMENT LIST**

**Primary Response Bag**

**Cardiac Monitor**

*Monitoring capabilities include:*

- 3 Lead ECG Monitoring
- Oxygen Saturation Monitoring
- Capnometry Monitoring
- Non-invasive Blood Pressure Monitoring
- (2) Invasive Pressure Monitoring Ports
- Vital Signs Trending
- External Pacer
- Defibrillator

**Transport Ventilator**

*Operating modes include:*

- Control
- Assist Control
- SIMV

**IV Pumps**

*4 pumps on-board and additional available on request*

**Portable and On Board Suction Units**

**Primary and Secondary Drug Bags**

**Pediatric Bag**

**EXHIBIT D**  
**CLINICAL CREW, PROGRAM MANAGER AND MEDICAL DIRECTOR QUALIFICATIONS**

**CLINICAL CREW**

**General**

The Clinical Crew shall consist of AMC-provided Flight Nurses and SLCFD-provided Flight Paramedics.

- Flight Nurses shall meet the minimum qualifications and performance standards as outlined in the AMC Medical Operational Policy and Procedure manual.
- Flight Paramedics shall meet the qualifications and performance standards agreed upon from time to time by AMC and SLCFD, and SLCFD shall endeavor to provide Flight Paramedics meeting the minimum qualifications and performance standards as outlined in the AMC Medical Operational Policy and Procedure manual.

AMC shall provide access to educational opportunities for the AMC-provided Flight Nurses, including: (i) Basic Life Support, (ii) Advanced Life Support, (iii) Pediatric Advanced Life Support, (iv) Neonatal Resuscitation Program, and (v) Trauma Nurse Core Curriculum.

SLCFD shall endeavor to provide access to educational opportunities for the SLCFD-provided Flight Paramedics, including: (i) Basic Life Support, (ii) Advanced Life Support, (iii) Pediatric Advanced Life Support, (iv) Neonatal Resuscitation Program, and (v) International Trauma Life Support or Pre Hospital Trauma Life Support.

**Flight Nurses**

- The flight nurse functions as a member of the critical care transport team and is responsible for the care of the critically ill and injured patients transported by the Flight Program. The flight nurse functions in the field and SLCFD environments after an extensive orientation and approval from the Medical Director. Responsibilities include patient care that incorporates advanced assessment, stabilization and intervention skills working under standards and protocols approved by the Medical Director. Use of these protocols and standards may require independent judgment if immediate contact with the medical command physicians is unavailable.
- Qualifications: Registered Nurse with at least three (3) years critical care experience/ED.  
Excellent communication skills and customer service skills.  
Current certifications in BLS/CPR; ACLS; PALS or equivalent.  
TNCC, ATLS, or TNATC.  
NRP if program provides high-risk OB and/or neonatal transports.  
Current Florida paramedic certification.
- Clinical Requirements: Must complete annual competency tests.

**Paramedics**

- The Flight Paramedic functions as a member of the critical care transport team and is responsible for the care of the critically ill and injured patients transported by the Flight Program. The Flight Paramedic functions in the field and SLCFD environments after an extensive orientation. Responsibilities include patient care, which incorporates advanced stabilization and intervention skills working under standards and protocols approved by the Medical Director. Use of these protocols and standards may require independent judgment if immediate contact with the medical command physicians is unavailable.
- Qualifications: As determined in the SLCFD job description for Flight Paramedic.  
In addition, Flight Paramedics shall have the following qualifications:
  - Current Florida paramedic certification.

- Excellent communication skills and customer service skills.
- Current certifications in BLS/CPR; ACLS; PALS or equivalent.
- BTLS or PHTLS.
- NRP if program provides high-risk OB and/or neonatal transports.

Although the SLCFD Flight Paramedics shall not initially be required to meet the following qualifications, SLCFD shall endeavor to have the SLCFD Flight Paramedics meet such qualifications as soon as possible, and no later than five (5) years following the Commencement Date:

- At least three (3) years of first response ALS field experience at the paramedic level, as required by CAMTS.
- Clinical Requirements: Must complete annual competency tests.

**PROGRAM DIRECTOR (SLCFD)**

- The Program Director is responsible for providing a coordinated air/land patient transport system for the Flight Program. This includes monitoring all day-to-day operations including aviation, land and communications components; general administration; and personnel management of the Flight Program. Specific responsibilities include: development of employment procedures, policies, protocols, and systems of measures for achieving the best possible system performance. The Program Director is responsible for monitoring contractual performance as it relates to the Flight Program, overall leadership of the Program and ensuring that the needs of the clients are met.

**MEDICAL DIRECTOR**

**Basic Functions & Responsibilities:**

AMC is responsible for ensuring there is a Medical Director for this Flight Program, and SLCFD is providing the Medical Director to AMC pursuant to the terms of this Agreement. The Medical Director is responsible for the clinical quality of the patient transportation system including, without limitation, maintaining standards of patient care during transport by providing supervision, education and coordination for medical flight crew members; reviewing, revising, and approving all medical protocols; working collaboratively with the Program Director to insure quality patient care through the Performance Improvement program and by developing and implementation systems to monitor clinical care delivery; and working collaboratively with the SLCFD and AMC to insure professional working relationships are successfully established. The Medical Director will identify relevant issues, and enhance the quality of care delivery.

**Education & Experience:**

- Transport experience including rotor and fixed wing
- 10 years of clinical experience
- 5 years of experience as a medical director
- Excellent communication skills

**Licenses & Certifications:**

- Licensed to practice medicine in the state of Florida

Any new or replacement Medical Director during the Term of this Agreement shall have the following additional qualifications:

- Board Certifications in Emergency Medicine

- Certified in ATLS and ACLS or equivalent education
- Current membership in the Air Medical Physicians Association
- Certifications in pediatric and neonatal training programs (or equivalent education or specialty physician consultant available)
- Participation in local, state and national committees related to air medical transport
- Such additional qualifications as may be agreed from time to time between AMC and SLCFD

**EXHIBIT E**  
**STANDARDS OF CONDUCT**

The Standards of Conduct are fundamental and are based on the expectation that all associated with AMC and SLCFD shall exceed these requirements. AMC and SLCFD are committed to the highest standards of business ethics and integrity. As a minimum standard, everyone associated with AMC and SLCFD will conduct their activities in compliance with applicable laws. Everyone associated with AMC and SLCFD has a duty to act in a manner consistent with their core values and the following standards derived from them. The Parties agree to abide by the following Standards of Conduct in every regard with respect to its conduct at the facility or with respect to business or activities:

- Exercise good faith and honesty in all dealings and transactions.
- Create a workplace that fosters community, respects the inherent dignity of every person, promotes employee participation and ensures safety and well-being.
- Maintain a high level of knowledge and skill among all who serve in order to provide a high quality of care.
- Provide accurate and truthful information in all transactions.
- Maintain and protect the confidentiality of patient, employee and organizational information.
- Exercise responsible stewardship of both human and financial resources
- Avoid conflicts of interest and/or the appearance of conflicts.

**EXHIBIT F**  
**HIPAA BUSINESS ASSOCIATE AGREEMENT**

The Parties shall comply with the following requirements to the extent that either Party is serving in the capacity of a “business associate” (as defined by 45 C.F.R. § 160.103) of the other:

Capitalized terms used, but not otherwise defined in the Agreement or this Exhibit, shall have the same meaning as those terms in the HIPAA Regulations (codified at 45 C.F.R. Parts 160 and 164), and the following capitalized terms shall be given the following meanings:

(a) “PHI” means information, including demographic information that (1) relates to the past, present or future physical or mental health or condition of an individual, the provision of health care to an individual, or the past, present or future payment for the provision of health care to an individual; (2) identifies the individual (or for which there is a reasonable basis for believing that the information can be used to identify the individual); and (3) is received by a Party from or on behalf of the other, is created by a Party for the other, or is made accessible to a Party by the other.

(b) “Disclose” and “Disclosure” mean the release, transfer, provision of access to, or divulging in any other manner of PHI outside a Party’s internal operations or to other than its employees.

(c) “Use” or “Uses” mean the sharing, employment, application, utilization, examination or analysis of such PHI within a Party’s internal operations.

1. Neither Party shall Use or Disclose PHI other than as permitted or required by this Agreement or as Required By Law.
2. Each Party will use appropriate safeguards to prevent the Use or Disclosure of PHI in any manner other than as provided for by this Agreement.
3. Each Party will notify the other of any Use or Disclosure of PHI not provided for by this Agreement of which it becomes aware.
4. Each Party will make its internal practices, books and records relating to the Use and Disclosure of PHI available to the Secretary of the Department of Health and Human Services for purposes of determining the other Party’s compliance with HIPAA and the HIPAA Regulations.
5. Each Party will make PHI available to Individuals pursuant to the HIPAA Regulations and make amendments to pm as required by the HIPAA Regulations.
6. Each Party will provide to the other, upon its request, an accounting of each Disclosure of PHI by such Party or its employees, agents, representatives or subcontractors, which was made for purposes other than Treatment, Payment or Health Care Operations. Any such accounting will include: (a) the date of the Disclosure; (b) the name, address if known, of the entity or person who received the PHI; (c) a brief description of PHI disclosed; and (d) a brief statement of the purpose of the Disclosure. Documentation of this information must be maintained six years from the date of any Disclosure for which an accounting may be requested.
7. Upon termination or expiration of this Agreement, each of the Parties shall return or destroy all PHI in its possession or under its control; however, if such Party determines that neither return nor destruction of PHI is feasible, it may retain PHI, provided that it: (a) continues to comply with the applicable provisions of this Exhibit for as long as it retains PHI; (b) limits further Uses and Disclosures of PHI to those purposes that make the return or destruction of PHI infeasible.
8. Each Party agrees to ensure that each of its agents and subcontractors who receive PHI from such Party hereunder and who are not a party to this Agreement agrees to the same restrictions and conditions in this Exhibit with respect to such PHI.
9. The obligations under this Exhibit shall survive the expiration or termination of this Agreement to the extent required in order to comply with applicable law.

# Regular Agenda

Item 9C

New Business

Amendment to Fee Resolution



**ST. LUCIE COUNTY FIRE DISTRICT  
AGENDA REQUEST**

**DATE:** September 7, 2018  
**TO:** St. Lucie County Fire District Commissioners  
**FROM:** Captain Knupp  
**SUBJECT:** Amendment to Fee Resolution

---

**Background:** The three area building departments are requiring an inspection from the Fire District prior to tenants receiving their business tax receipt/zoning review. All three building departments collect a fee for issuance of said license once the Fire District has provided an inspection form to the occupant. These inspections are equivalent to an annual inspection, and performed only in commercial occupancies (these are only being required for new businesses or change in ownership, NOT annually). In addition, they are requiring a smoke test for A/C repairs/replacements that we currently do not have a fee schedule for, yet is required by code per the National Fire Protection Association.

**Previous actions:** No previous actions noted.

**Recommendation:** Staff is recommending to specify inspection fees that are required by respective building departments and that are currently not tied into any review fees. Our lowest fee collected to date is for a tent inspection/permit which is \$72.50 with the next fee in range being \$145 for an inspection required by the state to obtain/maintain a license. Staff is recommending a fee within the range of \$72.50 - \$145 for these inspections.

**Board Action:** Approved  Disapproved  Revised

**Coordination:** Administration  Attorney  Finance  Fire Chief   
Operations  IT  Purchasing

**“Our Family Serving Yours”**  
5160 NW Milner Drive, Port St. Lucie, Florida 34983-3392  
Telephone: (772) 621-3400  
[www.slcfld.org](http://www.slcfld.org)



# BUSINESS TAX APPLICATION

OFFICE OF THE CITY CLERK 100 N US HWY 1

FORT PIERCE, FL 34950

PH: 772-467-3065 FAX: 772-467-3841

**INCOMPLETE APPLICATIONS NOT ACCEPTED**

Employer Identification (FEIN)		OR	Social Security Number Required by F.S. 205.0535(6)	
<input type="checkbox"/> New Business	<input type="checkbox"/> Transfer of Ownership Control # _____	<input type="checkbox"/> Address Change Control # _____	<input type="checkbox"/> Name Change Control # _____	<input type="checkbox"/> Adding Services Control # _____
<input type="checkbox"/> Commercial Location		<input type="checkbox"/> Residential Home Based Location		

Name of Business			
Location Address			
Mailing Address (if different)			
Primary Telephone #		Alt. Telephone #	
Fax #		# of Employees	
Email Address			
Owner of Business			
Owner's Home Address			
Nature of business/Type of Service			
State License #		Expiration Date	
Retail Sales – Average Inventory Value _____		# Coin Operated Machines:	
Restaurants: # of Seats _____		Juke Box _____	Video Games _____
Fuel Stations: # of Nozzles _____		Soda/Snack _____	Pool Tables _____
		Amusement Machines _____	Other _____

<b>Classification:</b>			
Required Attachments (All documents must be received at time of application; incomplete applications will not be accepted)			
Zoning Review Approval	Yes	No	N/A
BTR Building Inspection Approval	Yes	No	N/A
Applicable State License Documents	Yes	No	N/A
Alcohol/Tobacco State License	Yes	No	N/A
Corporate Registration/Fictitious Name Registration from SunBiz.org	Yes	No	N/A
<b>SLC Fire District Fire Inspection – (772) 621-3322 (Contact Kelly)</b>	Yes	No	N/A
Florida Dpt of Health Screening – (772) 873-4931	Yes	No	N/A

<ul style="list-style-type: none"> <li>• <b>Prior to signing a lease or purchasing a building</b>, it is imperative that you contact the Planning &amp; Zoning Department at 772-467-3729 to verify the zoning designation at the location you are considering.</li> <li>• All commercial business tax receipt applications require approval by planning and zoning of land use and zoning.</li> <li>• All new businesses that are commercially located will be required to obtain an "Occupancy Use Permit and Inspection" from the Building Department.</li> <li>• The business tax year is October 1 through September 30.</li> <li>• All business tax receipts must be renewed by September 30 of each year to avoid a penalty.</li> </ul>	<ul style="list-style-type: none"> <li>• Business tax receipts are pro-rated to half year fee beginning on April 1<sup>st</sup>.</li> <li>• All businesses that require a state license must present a current copy of that license when applying for the business tax and must present a copy in order to renew each year, per Florida Statute.</li> <li>• Applicants over the age of 65 may qualify for an exemption to the business tax – please ask if you qualify.</li> <li>• Renewal notices are mailed to business owners on July 1 as a courtesy. If you do not receive your notice, you are responsible for renewing by September 30.</li> <li>• Businesses are required to obtain a St. Lucie County business tax receipt. The telephone number is 772-462-1650</li> </ul>	Initials _____
--	--	----------------

<b>Fees Required</b>	
Application Fee	
Business Tax	
Transfer Fee	
Penalty	

I hereby certify that the above information is true and correct. I further acknowledge that any misstatement, omission or false representation made by me in this application may result in a privilege revocation of such. I understand that the issuance of a business tax receipt means I

Total		have paid the local business tax. It is my responsibility to verify that I am in compliance with all local and state requirements.			
STATE OF FLORIDA, COUNTY OF ST. LUCIE The foregoing instrument was acknowledged before me on this ____ day of _____, 20__ by _____.					
_____ Signature of Applicant					
_____ Signature of Notary Public – State of Florida Date					
<b>FOR OFFICE USE ONLY</b>					
# License #	Classification(s)	Amount Paid/Receipt #	Issue Date	Emp. Initials	Control



# City of Port St. Lucie

Planning and Zoning Department

## Occupancy Use & Zoning Review Form

The attached form must be filled out completely to be reviewed. All forms submitted without all the information completed and **legible** will be returned and will have to be resubmitted.

The property appraiser's website is: <http://www.paslc.org>

**City of Port St. Lucie Business**  
will be

121 S.W. Port St. Lucie Blvd, Bldg.B  
Port St. Lucie, Fl. 34984 **(no payment**  
Phone: (772) 344-4356  
Fax: (772) 871-5124



# Occupancy Use and Zoning Review Form

Tax Division **FEE: Inspection fee of \$79.00 (\$75.00, BIC \$2.00, FBC \$2.00)**

**collected in the Business Tax Department upon review completion  
required for zoning review)**

**Date:** \_\_\_\_\_

Please note that a review of this form not the **FINAL STEP** for your business. The next steps after receiving Planning and Zoning Department's approval are as follows:

- Contact the Business Tax Division 772-344-4356 for your business tax receipt (formerly known as Occupational License) to make application. Once the Business Tax application has been submitted and the fees have been paid within the next two (2) weeks you will receive an email from the Building Department which will include a **permit number** and instructions on scheduling your business inspection within 30 days. If you have questions regarding the permit or scheduling of the inspection, please contact permitting@cityofpsl.com.
- **Contact the St Lucie County Fire District 772-621-3377 to verify if an inspection is needed.**
- Schedule your Final inspection with the Building Department at [www.pandapublicweb.cityofpsl.com](http://www.pandapublicweb.cityofpsl.com).

**Check Business Type:**

Change of Ownership    New Business at this location    Change of Occupancy    Add service to existing business

**Business Owner:**  
\_\_\_\_\_  
**Business Name:**  
\_\_\_\_\_  
**Business Location:** *(Include Suite and/or unit number)*  
\_\_\_\_\_  
**Port St Lucie, Fl. 349** \_\_\_\_\_  
**Contact Number** (\_\_\_\_) \_\_\_\_\_  
**Email**  
**Address:** \_\_\_\_\_

**Property Owner's Name:**  
\_\_\_\_\_  
**Property Owner's Address:**  
\_\_\_\_\_  
**Contact Info:**  
**Phone Number** (\_\_\_\_) \_\_\_\_\_  
**Email**  
**Address:** \_\_\_\_\_

Nature of your business *(Be specific, name every function)* \_\_\_\_\_ *(At this location)*  
Business Start Date: \_\_\_\_\_

**Please check all that is applicable to your business:**  
Office  
Medical Office  
Warehousing  
Retail  
Personal Service  
Enclosed Assembly / Less than 3000 S.F. Yes (\_\_\_\_) No (\_\_\_\_)  
School  
Restaurant (\_\_\_\_) # of seating / Alcohol Yes (\_\_\_\_) No (\_\_\_\_)  
Auto Sales / Showroom Only Yes (\_\_\_\_) No (\_\_\_\_)  
Auto Repair/Auto Body (\_\_\_\_) # of bays  
Company Vehicles (\_\_\_\_) # / Overnight (\_\_\_\_) # of vehicles  
Medical Marijuana Dispensary  
Other \_\_\_\_\_

**Legal Description:**  
**Section:**                      **Block:**                      **Lot:**  
**Parcel ID:** *(Found on Property Appraisers Website [www.paslc.org](http://www.paslc.org))*  
**Name of Plaza, if applicable**  
\_\_\_\_\_  
**Business is located in a (select one):**  
Retail strip center  
Freestanding building (Single Business)  
Warehouse

Square footage of business:

Total: \_\_\_\_\_ Outside seating(restaurants) \_\_\_\_\_ Office \_\_\_\_\_ Storage/Warehousing \_\_\_\_\_ Production \_\_\_\_\_

**FOR BUILDING DEPARTMENT USE:**

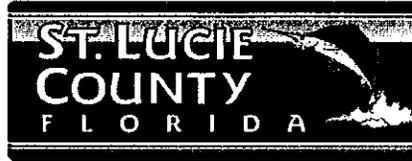
PERMIT # \_\_\_\_\_

**ZONING COMPLIANCE**

Zoning District: \_\_\_\_\_ Use Permitted: \_\_\_\_\_

Planner: \_\_\_\_\_ Date: \_\_\_\_\_ Approved: \_\_\_\_\_ Denied: \_\_\_\_\_

Conditions: \_\_\_\_\_



**APPLICATION FOR ZONING COMPLIANCE – BUSINESS (not in home)**

Dear Business Owner,

Prior to completing the attached form for a business zoning compliance please read the following checklist. If you are an agent acting on behalf of the business owner please have the attached “Agent of Record Designation” form completed and submitted with the zoning compliance. If you are not in the Planning Office while completing this application and have questions or require additional information contact the Planner of the Day (POD) at 772-462-2822. Thank you.

✓	Checklist	Phone Number
1	Complete the attached form for the proposed business. This form will be reviewed for the permitted use within the zoning district. An incomplete application may result in a denial.	772-462-2822
2	Contact the Fire Department to schedule an inspection of the building. <ul style="list-style-type: none"> <li>Lighted exit signs and emergency lights are required at all exits.</li> <li>Updated fire extinguishers are required.</li> </ul>	772-621-3322
5	Upon Fire Department sign-off and approval, contact planning staff to schedule an appointment to pick up your zoning compliance.	772-462-1687
6	If the business requires a license from the Division of Alcoholic Beverages and Tobacco provide a copy of the license to the Planning Division	772-468-3927
7	Landscaping is required to be in compliance with Land Development Code Section 7.09.04. Contact the Environmental Resources Department (ERD) to schedule a site visit and/or explain specific landscaping requirements.	772-462-2526
8	Parking spaces must be paved with an all-weather surface material and shall be marked either by painted lines, precast curbs or in a similar fashion to indicate parking spaces. All handicapped parking areas, striping details and sign requirements shall be in accordance with the requirements of Section 553.5041 Florida Statutes and the American Disabilities Act Accessibility Guidelines (ADAAG).	
9	Buildings shall be in compliance with the Florida Building Code. All restrooms must be compliant with current ADAAG accessibility regulations. This includes hand rails, dispensers, signage, etc. <b>Change of occupancy</b> may require interior modifications. Contact a plans examiner with the Building Department for any questions.	772-462-1553 
12	Temporary flags, banners, & pennants require a permit from the building department.	772-462-1553



PLANNING AND DEVELOPMENT SERVICES  
 2300 Virginia Ave  
 Fort Pierce, FL 34982  
 Phone: 772-462-2822 – Fax: 772-462-1581

**APPLICATION FOR ZONING COMPLIANCE – BUSINESS (not in home)**

Permit #: \_\_\_\_\_ Date of Application: \_\_\_\_\_

Name of Business: \_\_\_\_\_

Description of Business: \_\_\_\_\_

Address of Business: \_\_\_\_\_ FL Zip \_\_\_\_\_

Number of Employees \_\_\_\_\_ / Number of Parking spaces available for business \_\_\_\_\_

Name of Shopping Center, if applicable: \_\_\_\_\_

Name & type of previous business in this location: \_\_\_\_\_

Name of Applicant: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

Contact Information - Phone: \_\_\_\_\_ Email: \_\_\_\_\_

Property Tax ID # for business location: \_\_\_\_\_

If beer, wine or alcohol is being served at this location a copy of your liquor license issued by the Division of Alcoholic Beverages and Tobacco will be required prior to approving this zoning compliance.

I understand it is my responsibility to contact the Fire Department prior to the issuance of the Zoning Compliance. I further understand that a site inspection may be required to ensure compliance with applicable land development, building safety, and property maintenance regulations.

\_\_\_\_\_  
 Signature Print Date

**OFFICE USE ONLY:**

	REQUIRED	YES	NO	NOTES
Zoning	Parking			
Land Use	Landscaping			
SIC Code	Building Permit for Change of Occupancy			
	Conditional Use Permit			

# AGENT OF RECORD DESIGNATION

**Signatures must be notarized**

I (We), \_\_\_\_\_, hereby designate and appoint  
\_\_\_\_\_, as my (our) Agent of Record for the purpose  
of representing my (our) interests in the change of use process. My (Our) Agent of Record is  
hereby vested with the authority to make any representations, agreements, or promises as well as  
reject or accept any conditions imposed in conjunction with this matter.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Applicant/Owner's Signature

\_\_\_\_\_  
\_\_\_\_\_  
Applicant/ Owner's Address

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Phone:

\_\_\_\_\_  
Agent's Signature

\_\_\_\_\_  
Agent's Address

\_\_\_\_\_  
Print Name

STATE OF \_\_\_\_\_)

\_\_\_\_\_  
Phone

COUNTY OF \_\_\_\_\_)

The forgoing instrument was acknowledged  
before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

By \_\_\_\_\_

Who is personally known to me or who as  
produced \_\_\_\_\_

as identification.

\_\_\_\_\_  
Signature of Notary

\_\_\_\_\_  
Commission Number (seal)

Expires: \_\_\_\_\_

**ST LUCIE COUNTY FIRE DISTRICT  
FIRE PREVENTION CODE**

**RESOLUTION NO. ~~544-12~~ #660-18**

**A RESOLUTION OF THE ST. LUCIE COUNTY FIRE DISTRICT, SPECIFICALLY AMENDING EXHIBIT “A” TO THE SCHEDULE OF FEES FOR PLAN REVIEW AND INSPECTIONS, PURSUANT TO THE ST. LUCIE COUNTY FIRE PREVENTION CODE, PROVIDING FOR PROCEDURES FOR NON-PAYMENT OF FEES; PROVIDING FOR LIBERAL INTERPRETATION OF CODE; REPEALING PRIOR INCONSISTENT RESOLUTIONS; AND PROVIDING AN EFFECTIVE DATE.**

**WITNESSETH:**

**WHEREAS**, on ~~February 15, 2012~~, December 22, 2017 the Fire Board adopted Resolution ~~543-12~~ 647-17 enacting the St. Lucie County Fire District Fire Prevention Code; and

**WHEREAS**, on ~~October, 18, 2006~~, September 19, 2018 the Fire Board adopted Resolution No. ~~461-06~~ 660-18, establishing the Schedule of Fees for Plan Review and Inspections, pursuant to the St. Lucie County Fire District Fire Prevention Code; and

**WHEREAS**, the Board has determined that it is in the best interest of St. Lucie County to amend the Schedule of Fees for Plan Review and Inspections, pursuant to the St. Lucie County Fire District Fire Prevention Code.

**NOW, THEREFORE, BE IT RESOLVED** by the Board of Commissioners of the St. Lucie County Fire District, that the following is hereby adopted:

Section 1. The Fire District hereby adopts the Schedule of Fees for Plan Review and Inspections attached hereto as Exhibit “A,” and incorporated herein by this reference.

Section 2. This Resolution shall be deemed an exercise of the police powers of the St. Lucie County Fire District for the preservation and protection of the public health, safety,

and welfare and all the provisions of the Fire Prevention Code shall be liberally construed for that purpose.

Section 3. All previous formal resolutions or parts thereof in conflict or inconsistent with the provisions of this Resolution or of the portions of the Fire Prevention Code defined herein are hereby repealed.

Section 4. This Resolution shall take effect immediately as provided by law.

**DONE AND ADOPTED** in Regular Session this ~~15th day of February, 2012.~~

**19th day of September, 2018**

**ATTEST:**

**ST. LUCIE COUNTY FIRE DISTRICT**

By: \_\_\_\_\_  
~~Gary Perdew, Clerk~~ **Karen Russell**  
**Clerk Treasurer**

By: \_\_\_\_\_  
Chris Dzadoovsky, Chair

Exhibit "A"

**ST. LUCIE COUNTY FIRE DISTRICT  
SCHEDULE OF FEES  
FOR  
PLAN REVIEW AND INSPECTIONS**

A. Commercial, Institutional, and Multi-Family Residential Developments

1. The plan review fee for all new construction, renovations, alterations, or changes of occupancy shall be computed by multiplying the estimated cost of construction/building valuation by \$.0036.
2. If no construction cost is involved in a change of occupancy, the plans review fee will be calculated at the rate of \$.03 per square foot of space.
3. The minimum fee for each plans review is \$145 per building.

B. Site Plan Review (not for construction permit).

1. Minor  
\$108.75 (less than 5000 sq. ft. or less than 5 units)  
\$217.50 (5000-10000 sq. ft. or 5-10 units)  
\$362.50 (10,001-25,000 sq. ft. or 11-25 units)
2. Major  
\$507.50 (>25,000 sq. ft. or >25 units)
3. Planned Unit Development (PUD)  
\$1087.50
4. Development of Regional Impact (DRI)  
\$1450.00

C. Work without Review/Permitting

Work performed without review, without permits, or with invalid permits shall be charged double the standard or original review fee. An additional fee of \$145 shall be charged to the contractor if a field inspector stops such work.

D. Revisions: Fee includes revisions to plans based on the following:

1. Minor  
\$145.00
2. Major  
\$217.50

E. Inspection and Re-inspection Fees

1. An inspection fee of \$72.50 will be charged when a building owner, architect, engineer or tenant requires an inspection before a permit is issued for renovation, change of occupancy classification or tenant improvement.
2. A fee of \$108.75 shall be charged to determine a requested occupant load for any existing assembly occupancy.
3. New construction, renovations, or additions requiring an inspection, or if re-inspection is required for compliance.
  - a. No charge for initial inspection.
  - b. A fee of \$145.00 will be charged for the first re-inspection for compliance
  - c. A fee of \$217.50 will be charged for the second and/or each subsequent re-inspection for compliance.
4. Inspections for automatic sprinkler systems, fire alarm and detection systems, standpipe, foam, fire department communications systems, control stations, and fixed fire protection systems.
  - a. No fee for the initial inspection.
  - b. A fee of \$145.00 will be charged for the first re-inspection for compliance.
  - c. A fee of \$217.50 will be charged for the second and/or each subsequent re-inspection for compliance.
5. Fire safety inspection for existing structures for compliance to the Florida Fire Prevention Code.
  - a. No fee will be charged for the initial and follow up inspection for compliance.
  - b. A fee of \$145.00 will be charged for the first re-inspection for compliance.
  - c. A fee of \$217.50 will be charged for each subsequent re-inspection.
6. A fee of \$145 will be charged for inspections required by the State or other agency in order to obtain/maintain a license.
  - a. **A fee of \$145 will be charged for annual inspections required to obtain Business Tax Receipt by local jurisdictions.**
7. Inspections requested after normal working hours may be performed at the discretion of the Fire Marshal. A fee of \$362.50 per hour will be charged.

F. Fire Protection Systems.

Fees for all new construction, renovations, alterations, or changes:

1. Automatic Fire Sprinkler Systems.  
Fee based on \$145.00 per system, plus \$1.45 per sprinkler head.
2. Standpipe Systems.  
Fee includes Class I, Class II or Class III, wet or dry systems: \$72.50 per riser or a fee of \$217.50 per system, whichever is greater.
3. Fire Pumps.  
Fee of \$290.00 per pump (includes witnessing of NFPA 20 Field Acceptance Test)
4. Gases and Chemical Fixed Fire Protection Systems.  
Fee based on \$1.45 per pound of agent or \$145.00 per system, whichever is greater.
5. Fire Alarm Systems.  
Fee based on \$145.00 per fire alarm system control panel plus \$1.45 per alarm initiating, indicating, or control device.

G. Miscellaneous Permits, Inspections, and Reviews.

1. Flammable and Combustible Liquid Storage Tanks. Fee based on review only.
  - a. \$72.50 per tank installation
  - b. Tanks storing stationary combustible liquids used to supply fuel for fire pumps and emergency generators which are part of an emergency power source (E.P.S.): \$72.50
  - c. Containment areas: \$72.50
  - d. Installation or replacement of dispensers and/or related piping: \$72.50 per dispenser
2. Tank Removal or Abandonment of Tank(s) in place.  
Fee for review only: \$72.50 (underground or above ground tanks)
3. Liquefied Petroleum (LP) Gas Storage Tanks (Commercial Installation).  
Fee for plan review only: \$72.50 per tank installation
4. Tent Installations  
Fee for tent permits are as follows; 1<sup>st</sup> tent \$72.50, 2<sup>nd</sup> tent \$62.25, 3<sup>rd</sup> tent \$58.00, 4<sup>th</sup> tent \$50.75, 5<sup>th</sup> tent 43.50 provided all tents are single owner / single permit. Each remaining tent permit is a minimum \$43.50  
Applicants that provide documentation of Non- Profit status reduces fees by 50%

5. Fireworks Display  
Fee for review and inspection of area: \$217.50

**6. Replacement of HVAC units not tied into any review fees: \$72.50**

- H. Technical Assistance  
Preliminary review for permitting, construction plans, and site plans.  
\$72.50 per hour (1 hr minimum).
- I. Refunds.  
Plan Review and Inspection fees are non-refundable.
- J. Payment of Fees.
1. Site Plans
    - a. Fees shall be charged to the applicant, agent, land planner, project architect or engineer of the owner/developer, as applicable, of the proposed project for review of Site Plans, including applications for Developments of Regional Impact, Planned Unit Developments, Land Use Changes, Preliminary and Final Plats, and Construction Detail Plans. Review fees shall be paid at the time of application.
  2. Construction Documents.
    - a. Fees shall be charged to the applicant/general contractor of the proposed project for review of construction documents and the initial inspection, are paid. Review fees shall be payable upon the Fire District's receipt of the construction documents. Upon said receipt, an itemized invoice will be faxed and/or mailed to the applicant/general contractor. No reviews will be performed until the fees. Includes new construction, renovations to existing structures, and additions.
    - b. Initial review and inspection fees for automatic sprinkler plans, calculations, and specifications shall be paid by the automatic sprinkler contractor upon receipt of itemized invoice. No permits will be issued until the fees are paid.
    - c. Initial review and inspection fees of fire alarm systems, detection, voice alarm, communication, and control station documents shall be payable by the fire alarm contractor or electrical contractor upon receipt of an itemized invoice. No permits will be issued until the fees are paid.
    - d. Fees for review and initial inspection for chemical fixed fire protection systems shall be payable by the system contractor upon receipt of an itemized invoice. No permits will be issued until the fees are paid.

3. Flammable and Combustible Liquid Storage Tanks.
  - a. Review fees of flammable and combustible liquid storage tanks, dispensers, related piping, and containment shall be paid by the Pollutant Storage System Specialty Coordinator or the General Contractor upon receipt of an itemized invoice. No permits will be issued until the fees are paid.
  - b. Tank Removals. The Pollutant Storage System Specialty Contractor shall be responsible for payment of the fee(s) upon receipt of the Fire Marshal's Permit.
4. Liquefied Petroleum Gas (LP) Installations. The installing contractor shall be responsible for payment of fees upon receipt of the Fire Marshal's Permit.
5. Tents. The installing contractor shall be responsible for payment of fees upon receipt of the Fire Marshal's Permit.
6. Fireworks Displays. The display contractor shall be responsible for payment of fees upon receipt of the Fire Marshal's Permit.
7. Technical Assistance. Fees shall be charged to and paid by the person officially requesting assistance and payable upon receipt of itemized invoice.
8. Inspection and Re-inspection Fees. Fee(s) shall be charged to and paid by the responsible general contractor, property owner, or association upon receipt of an itemized invoice. Fees shall be paid prior to additional inspections or re-inspections.

K. Non-payment of Fees

1. Site Plans
  - a. If the required fees are not paid within 30 days, a duplicate of the original invoice will be mailed to the applicant, agent, land planner, project architect or engineer of the owner/developer, as applicable, of the reviewed project. If payment is not received within 30 days of the mailing of the duplicate invoice, no further submittals from the applicant, agent, land planner, architect, or engineer, as applicable, will be reviewed.
2. Construction Documents
  - a. If the required fees are not paid within 30 days, a duplicate of the original invoice will be mailed to the applicant/general contractor of the reviewed project. No field inspections for these projects will be scheduled until the required fees are paid. If payment is not received within 30 days of the mailing of the duplicate invoice, no further submittals from the applicant/general contractor will be reviewed.

# Regular Agenda

Item 9C

New Business

2019 – 2023 Strategic Planning Process



## **FIRE CHIEF**

**Nate Spera**

---

5160 N.W. Milner Drive ▪ Port St. Lucie, Florida 34983

Tel: (772) 621-3312 ▪ Fax: (772) 621-3600

nspera@slcfd.org ▪ www.slcfd.com

September 10, 2018

Commissioners:

As part of our ongoing community-driven strategic plan, it is time for us to reengage the strategic planning process.

I believe that we received an excellent product in the 2014 - 2018 strategic plan facilitated by the Center for Public Safety Excellence (CPSE). As you are aware, that is the same organization we received our international accreditation through. Their knowledge of our organization and ability to tie our strategic initiatives to our accreditation responsibilities make them a logical choice to facilitate our next strategic plan.

Attached you will see a proposal from CPSE regarding their facilitation of the 2019 - 2023 strategic plan. The proposed cost is \$15,120, and has been earmarked in the 2018-2019 budget. We are asking for consensus to move forward and bring a contract to the Board at your October meeting. We anticipate completion of the planning process by the end of January, 2019.

Sincerely,



Nate Spera  
Fire Chief



Center for  
Public Safety  
Excellence

4501 Singer Court, Suite 180  
Chantilly, VA 20151  
(703) 691-4620 T  
(703) 961-0113 F  
[www.cpse.org](http://www.cpse.org)

# Community-Driven Strategic Plan Proposal

to

St. Lucie County Fire District

5160 NW Milner Drive

Port St. Lucie, Florida 34983

Nate Spera

Fire Chief

September 7, 2018



## CONTENTS

THE CPSE DIFFERENCE .....	3
SCOPE.....	3
PROJECT FRAMEWORK .....	4
PROJECT TIMELINE.....	4
DELIVERABLES .....	5
CPSE RESOURCES .....	5
ESTIMATED FEES AND EXPENSES.....	6
ASSUMPTIONS .....	6
INQUIRIES .....	6
SAMPLE STATEMENT OF WORK.....	7



## THE CPSE DIFFERENCE

The mission of the Center for Public Safety Excellence is: *“To lead the fire and emergency service to excellence through the continuous quality improvement process of accreditation, credentialing, and education.”*

By teaching, coaching, guiding, and advising, CPSE’s Technical Advisor Program (TAP) strives to provide agencies the tools to internalize continuous quality improvement and thereby achieve excellence.

*Give a man a fish and you feed him for a day. Teach a man to fish and you feed him for a lifetime.*

TAP places great importance on thorough preparation for each project including:

- A clear understanding of the agency’s background, goals and objectives, and the complex issues they are facing,
- A workplan that is comprehensive, well designed, and provides ample opportunity for stakeholder input,
- Sufficient resources and a commitment to successfully complete the project within the desired time frame at a reasonable cost, and
- A commitment to support the agency after the Strategic Plan is adopted.

TAP uses contemporary methods and enlists energetic and positive individuals to help facilitate agency work. Our advisors personalize their approach and garner candid feedback from stakeholders while putting stakeholders at ease. The end result is a truly strategic rather than tactical plan.

## SCOPE

The purpose of a strategic plan is to identify and provide a process that envisions the future by accomplishing organizational visions. A well-crafted Strategic Plan, guided by good management, and executed by committed personnel will translate to improved effectiveness, efficiency, and better quality of services being delivered. CPSE believes the most successful strategic planning efforts involve both internal and external stakeholders.

The Community-Driven Strategic Plan Facilitation process typically takes 60 to 90 days and includes:

- Meeting(s) with external stakeholders to gather feedback on community expectations, concerns, and priorities,
- A three-day work session with the agency’s internal stakeholders to integrate community feedback into their mission, vision, and values, and
- A professionally formatted and published document encompassing strategic initiatives, goals, objectives, critical tasks, and performance measures.

Expected outcomes include a Strategic Plan that will:

- Address the organization’s mission, vision, and values
- Be achievable, measurable, and responsive to changing community needs
- Be easily reviewed and modified to meet the changing internal and external needs of the agency
- Build upon community partnerships and enhance the ability to harmonize the goals of the agency with the community’s identified needs
- Encourage and embrace involvement, participation, and teamwork
- Establish strategic initiatives
- Establish goals, objectives, performance measures, and an implementation strategy corresponding to the strategic initiatives
- Focus on critical issues and needs of internal and external stakeholders

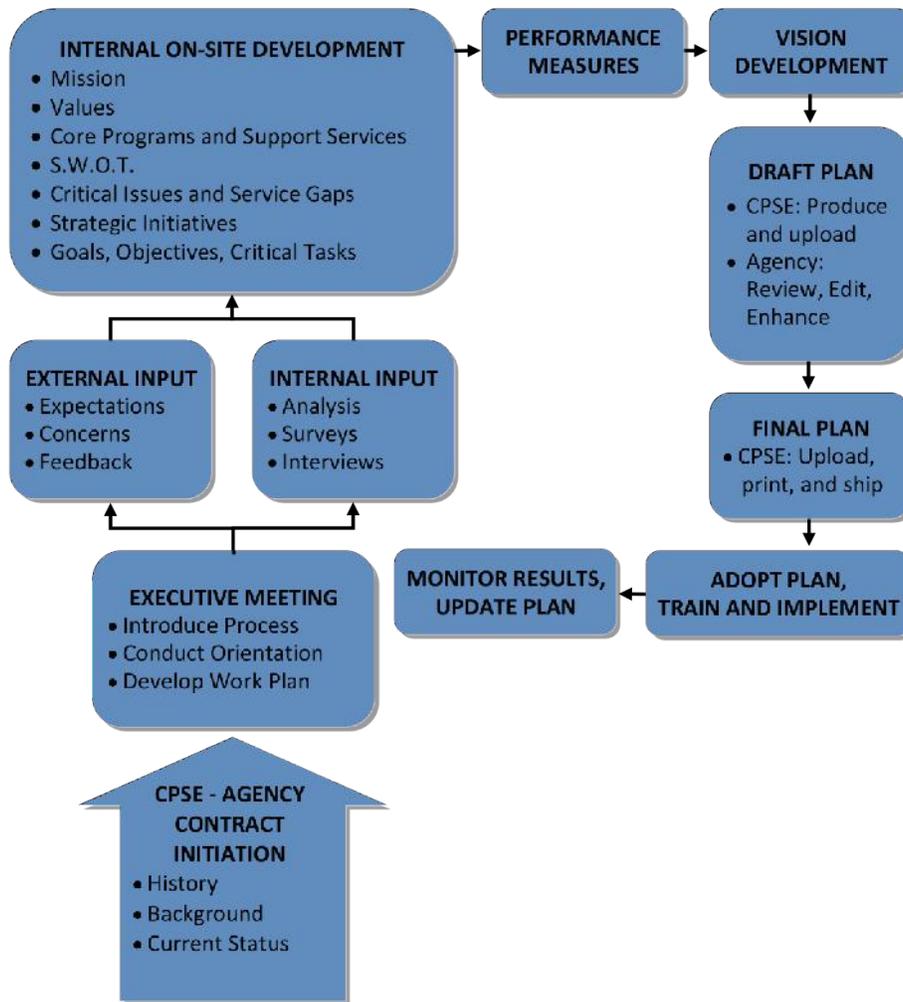


# COMMUNITY-DRIVEN STRATEGIC PLAN PROPOSAL

- Provide a basis for improving efficiency, effectiveness, and service deliverables

## PROJECT FRAMEWORK

CPSE will take a systematic approach to the agency’s planning process. The chart below illustrates the general flow of events for a comprehensive strategic planning process:



## PROJECT TIMELINE

There will be four stages to this project. Once this proposal is accepted, a detailed Statement of Work (SOW) will be built that addresses the details for these stages, their timing, and the roles that CPSE and the agency will play in their completion. A sample SOW is provided at the end of this proposal. Once a signed professional services agreement (PSA) and a finalized SOW is received, CPSE can begin work on this project within 30 days and complete the project within another 30 to 60 days for a total project time of 60 to 90 days.

1. Project Executive Orientation
2. External Stakeholders Public Meeting
3. Internal Stakeholders Work Session
  - a. Develop goal, objectives, and performance measures
  - b. Develop an implementation strategy
4. Strategic Plan publication



## DELIVERABLES

CPSE is responsible for the following deliverables:

1. Development of a project work plan
2. Identification and coordination of stakeholders
3. Facilitation of on-site work sessions involving stakeholders
4. Status reports, as deemed necessary by the agency
5. Provision of an executive orientation session
6. Provision of all necessary forms
7. Findings from surveys, interviews, questionnaires and facilitation
8. A technically and professionally competent Strategic Plan, that includes:
  - a. Mission
  - b. Vision
  - c. Guiding values or principles
  - d. Community expectations, concerns, and positive feedback
  - e. Prioritization of programs/services
  - f. S.W.O.T. analysis
  - g. Identified critical issues and service gaps
  - h. Strategic initiatives
  - i. Planned outcomes
  - j. Goals, objectives, performance expectations
  - k. Implementation strategies including areas of responsibility, critical tasks and timelines
9. One (1) digital copy of the draft report for review of accuracy of obtained information
10. One (1) digital copy and ten (10) professionally bound copies of the final Strategic Plan.

## CPSE RESOURCES

CPSE's Strategic Planning Manager oversees every project to ensure that the end result of each project is a satisfied client whose expectations are fully met. Each project will also have an assigned Senior Technical Advisor to facilitate the onsite work, a second facilitator to assist with the internal stakeholder work session, and a TAP support specialist to ensure all materials are professionally prepared.



## ESTIMATED FEES AND EXPENSES

CPSE has estimated the following fees and expenses for this project:

The proposed cost for CPSE to facilitate the development of the St. Lucie County Fire District's Community-Driven Strategic Plan is **\$16,800**. **For an accredited agency, CPSE is glad to extend a 10 percent discount of \$1,680 for a total proposed cost of \$15,120.**

This total proposed cost includes all technical advisor time and travel expenses to facilitate one external stakeholder meeting (limited to no more than 75 people) and a three-day internal stakeholder work session (limited to no more than 36 people). These events will be scheduled during the same week. Any additional travel requested and approved by the St. Lucie County Fire District will be billed by CPSE at actual cost and is above and beyond the proposed cost above.

## ASSUMPTIONS

- The St. Lucie County Fire District is an independent special district that protects residents, businesses, and visitors to its jurisdiction in Florida.
- Marti Newport, Deputy Chief is the key contact for this project.
- CPSE is required to follow the agency's specific procurement requirements for this project. Specific procurement requirements will need to be provided by the agency as part of the development of the professional services agreement.
- The purpose of CPSE's Technical Advisor Program (TAP) is to coach, mentor, guide, and assist fire service agencies. Agency representatives will play an active role in developing their community driven strategic plan.
- This proposal is valid for a period of sixty (60) days.
- CPSE and the St. Lucie County Fire District will execute a professional services agreement prior to the start of this project.
- CPSE and the St. Lucie County Fire District will execute a statement of work governed by the professional services agreement prior to the start of this project that will be the sole document to govern the scope, methods, terms, and deliverables of this project.

## INQUIRIES

Please contact CPSE with any inquiries regarding this proposal:

Brian R Dean, CFO

Strategic Planning Manager

4501 Singer Court, Suite 180

Chantilly, VA 20151

Office: (703) 691-4620, ext. 209

Mobile: (407) 919-9862

Email: [bdean@cpse.org](mailto:bdean@cpse.org)



# COMMUNITY-DRIVEN STRATEGIC PLAN PROPOSAL

## SAMPLE STATEMENT OF WORK



### Appendix A: Strategic Planning Statement of Work June 3, 2016

Project Steps	Step Details	Step Timing	Step Responsibility	Step Billing
1. Project Acceptance	<ul style="list-style-type: none"> <li>Finalized Statement of Work</li> <li>Signed Professional Services Agreement</li> <li>Construction of Shared Site</li> </ul>	Monday, June 6, 2016	CPSE and Anytown Fire Rescue (AFR)	One-third (1/3) of the total contract price
2. Project Executive Orientation	<ul style="list-style-type: none"> <li>Discussion of final SOW and identification of resources need for each step</li> <li>Overview of Shared Site</li> </ul>	By Friday, June 10, 2016	CPSE	N/A
3. Post Required Materials to Shared Site	<ul style="list-style-type: none"> <li>Agency primary contact information</li> <li>Agency and community images, including high resolution agency logo</li> <li>Agency organizational chart</li> <li>Agency background information, as available</li> <li>List of external stakeholders</li> <li>List of internal stakeholders with rank/title and assignment (shift, station, etc.)</li> </ul>	By Friday, June 17, 2016	AFR	N/A
4. Invite Stakeholders	<ul style="list-style-type: none"> <li>Send invitations to request external stakeholder participation in External Stakeholder Meeting</li> <li>Schedule internal stakeholder work session</li> </ul>	By Thursday, June 30, 2016	AFR	N/A
5. External Stakeholder Meeting	<ul style="list-style-type: none"> <li>Determine external stakeholder priorities of service delivery</li> <li>Determine external stakeholder expectations</li> <li>Receive external stakeholder input on positive and correctional issues</li> </ul>	Tuesday, July 12, 2016	CPSE	N/A
6. Internal Stakeholder Work Session	<ul style="list-style-type: none"> <li>Review input from External Stakeholders</li> <li>Develop, Revise or Update Mission Statement</li> <li>Develop, Revise or update Value Statements</li> <li>Establish core programs and support services</li> <li>Conduct S.W.O.T. Analysis</li> <li>Identify Critical Issues and Service Gaps</li> <li>Determine strategic initiatives with outcomes expected</li> <li>Develop goals, objectives, and critical tasks</li> <li>Develop, Revise or Update Vision Statement</li> </ul>	Wednesday, July 13, 2016 through Friday, July 15, 2016	CPSE	One-third (1/3) of the total contract price
7. Draft Report Published	<ul style="list-style-type: none"> <li>Draft uploaded to Shared Site for Agency review</li> </ul>	By Friday, July 22, 2016	CPSE	N/A
8. Review of Draft Report	<ul style="list-style-type: none"> <li>Edits to draft report completed via Shared Site</li> </ul>	By Friday, August 5, 2016	AFR	N/A
9. Strategic Plan Finalized	<ul style="list-style-type: none"> <li>Approval of final draft</li> </ul>	By Friday, August 12, 2016	AFD	One-third (1/3) of the total contract price
10. Strategic Plan Issued	<ul style="list-style-type: none"> <li>Delivery of one digital and ten (10) hard copies of the finalized Strategic Plan.</li> </ul>	By Friday, August 19, 2016	CPSE	N/A

Acceptance:

Anytown Fire Rescue

Initials of Authorized Party: *ABC*

CPSE

Initials of Authorized Party: *EFG*

# Fire Chief's Report



## **FIRE CHIEF**

**Nate Spera**

---

5160 N.W. Milner Drive ▪ Port St. Lucie, Florida 34983  
Tel: (772) 621-3312 ▪ Fax: (772) 621-3600  
nspera@slcfd.org ▪ www.slcfd.com

### **Activity Report of Significant Projects August 2018**

- Met with staff and District Medical Director to discuss contract renewal
- Met with ATF agents re. SLCFD obtaining the arson dog
- Hosted regular command staff meetings
- Attended New Hire Graduation
- Met with individual employees to discuss various issues
- Attended Executive Round Table meeting
- Participated in “Tunnels of Hope” welcoming SLC Public School students on their first day of the new school year
- Had lunch with SLCSO Chief Wilson to discuss joint initiatives
- Hosted regular staff meeting to discuss department activities, etc.
- Attended RAD class (Radiological Training)
- Conducted Station visits
- Attended Reverse Auction Fundraiser for Ft. Pierce Main Street
- Attended dinner for retiring SLCFD firefighter
- Hosted and attended meetings to prepare for upcoming 9/11 Remembrance activities
- Attended WaWa Grand Opening as an SLCFD representative
- Attended funeral for employee family members
- Met with St. Lucie County Property Appraiser
- Attended check presentation to Renaissance Charter School from the VanDuzer Foundation to assist in the purchase of AEDs for the school
- Attended First Responder night at First Data Field where Fire Marshal Debbie Knupp was recognized for her community service
- Met with Brown and Brown representative to go over their PGIT proposal for fiscal year 2018-2019
- Met with HR staff to go over FMLA process
- Met with Doug Farrell to discuss plans for Safety Village, promoting Fire District and safety
- Met with employee and Paws-N-Claws representative regarding Fire District participation in upcoming fundraiser
- Met with staff and Commissioners regarding various issues
- Interviewed four (4) Telecommunicators to fill open positions
- Attended Fire Board pre-meetings with Commissioners
- Attended August Fire Board Meeting
- Attended Labor Management Meeting
- Attended meetings regarding construction of Station 5
- Hosted Chief Officer’s meeting
- Began Negotiations with Local 1377

# Clerk Treasurer's Report



## **FIRE DISTRICT CLERK-TREASURER / CFO**

**Karen Russell**

---

5160 N.W. Milner Drive ▪ Port St. Lucie, Florida 34983

Tel: (772) 621-3340 ▪ Fax: (772) 621-3606

russellk@slcfd.org ▪ www.slcfd.com

### **Monthly Report September 2018**

#### **FINANCE:**

- Accounts Payable processed 217 checks and 8 ACH/TFR in the month of August, for a total of \$1,052,805.88
- Trial balance reviewed for August 2018
- Clerk Treasurer attended management meetings
- August Regular Board Meeting and Budget Presentation FY 18-19
- Monthly Clerk-Treasurer report
- Clerk Treasurer attended the FICPA State and Local Government Accounting Conference
- Clerk Treasurer and Management Analyst attended union negotiation meetings
- Clerk Treasurer and Management Analyst attended a GFOA webinar on “Preparing Government Wide Financial Statements”
- Clerk Treasurer and Management Analyst preparing budget entries throughout the month
- District Investments – Staff is continually exploring other alternatives to investing the District’s money

#### **AMBULANCE BILLING:**

- Ambulance billing closed the month of July with 2,573 transports, for \$1,609,910.10 in charges and payments of \$881,732.54

#### **RECORDS:**

- Assist the State Attorney’s Office, law firms, law enforcement agencies, insurance companies, trauma centers, medical examiner’s office, organ donation centers and the public with record requests for EMS reports, personnel records and public information requests
- The number of record requests for the month of August is not available at this time

# District Attorney's Report



## **FIRE DISTRICT ATTORNEY**

**Kim Sabol**

---

5160 N.W. Milner Drive ▪ Port St. Lucie, Florida 34983  
Tel: (772) 621-3313 ▪ Fax: (772) 621-3605  
ksabol@slcfd.org ▪ www.slcfd.com

### **Monthly Report August 2018**

- Pre-Construction Services Agreement – Station 5
- FMLA personnel issues/Policy and Procedure review
- Review Tuition Reimbursement Policy
- Review Cost Recovery Policy
- Review HCI Agreement
- Review – Patient Transport/Refusal Policy
- Medical Director Contract
- Union Negotiations
- Release of Liability Form – Donated Equipment
- Assist insurance appointed counsel with pending Risk Claims
- Notice – Special Board Meeting
- ADA Compliance – Social Media (Facebook, Twitter)
- Attorney Conference/employee interviews re: pending civil claim
- Review Risk Claims/Settlement Agreements
- Florida Commission on Ethics Inquiry – Financial Disclosures
- Board Communications - Personnel
- Review Employee Engagement Survey - HR
- Job Description(s) review
- Air Methods contract negotiations
- July Regular Board Meeting
- Monthly attorney report