

Seat 1: Tony Allen; Seat 2: Frank Conklin; Seat 3: Kenny Edge; Seat 4: George Mirabella; Seat 5: Danny Powers

DISTRICT MEETING AGENDA

(following the Strategic Planning Workshop)

January 24, 2022

Pursuant to Monroe County Emergency Directive 20-06 and Center for Disease Control ("CDC") social distancing guidelines established to contain the spread of the COVID-19 virus, this meeting will be accessible virtually via Zoom Meetings. Members of the public who wish to comment on matters before the District Board may do so by either: Sending an email to the clerk@klfrems.org or Calling (301) 715-8592, and upon receiving voice prompt, dialing Meeting ID: 602 743 6243 and Password: 33037 Members of the public who participate in the meeting through this option must mute themselves until called upon to speak.

Website: https://us02web.zoom.us/j/6027436243?pwd=Ylp2b3JYckhlQVpwVkFIMmVKbE1uZz09

1. AGENDA

- 1a. Call to Order
- 1b. Roll Call
- 1c. Pledge of Allegiance

2. APPROVAL OF AGENDA & MINUTES

- 2a. Approval of January 24, 2022 Agenda
- 2b1. Approval of December 20, 2021 Strategic Planning Workshop Minutes
- 2b2. Approval of December 20, 2021 District Meeting Minutes
- 3. PUBLIC COMMENT
- 4. CHAIRMAN REPORT
- 5. <u>SECRETARY REPORT</u>
- 6. OLD BUSINESS
 - 6a. <u>Phase 10 Fire Hydrant Project</u> (Edge)

7. NEW BUSINESS

- 7a. MOTION/APPROVAL: Increase KLVFD Advance and Establish KLVAC Advance (Johnson)
- 7b. <u>MOTION/APPROVAL: Resolution #2020-001 Monroe County BOCC Place Millage Increase</u> Referendum on Ballot (Jones)
- 7c. MOTION/APPROVAL: Approval of Mutual Aid Agreement with National Park Service (Jones)
- 7d. DISCUSSION: SAFER Grant (Garrido)
- 7e. TENTATIVE ADD-ON: MOTION/APPROVAL: Emergency Purchase of LifePak \$19,790.60 (Bock)

8. LEGAL REPORT



Seat 1: Tony Allen; Seat 2: Frank Conklin; Seat 3: Kenny Edge; Seat 4: George Mirabella; Seat 5: Danny Powers

- 9. AMBULANCE CORPS REPORT
- 10. FIRE DEPARTMENT REPORT
- 11. **COMMISSIONER ITEMS**
- 12. <u>NEXT MEETING</u>
 - 12a. KLFR&EMS February 14th or February 28th District Meeting and Strategic Planning Workshop
- 13. ADJOURN

NEXT MEETINGS

February 14, 2022 District Meeting
February 14 or 28 Strategic Planning Workshop
February 28, 2022 District Meeting
March 14, 2022 District Meeting (if required)
March 28, 2022 District Meeting

DOCUMENTS

AI 02a.	District Meeting Agenda
AI 02b.1	Minutes December 20201220 Strategic Planning Workshop
AI 02b.2	Minutes December 20201220 District Meeting
AI 07b.	Resolution 2022-001
AI 07c.	Mutual Aid Agreement (National Park Service)

Persons who wish to be heard shall send submit a Speaker Request Form to the Chairman or request to speak via Zoom.



Seat 1: Tony Allen; Seat 2: Frank Conklin; Seat 3: Kenny Edge; Seat 4: George Mirabella; Seat 5: Danny Powers

DISTRICT MEETING AGENDA

December 20, 2021

1. AGENDA

<u>1a</u> <u>Call to Order</u>

Chairman, Tony Allen, called the (in-person and Zoom video conference) District Meeting to order at 6:00 PM.

1b Roll Call

Carol Greco called the roll. The following Commissioners were present: Tony Allen, Frank Conklin, Kenny Edge, George Mirabella and Dan Powers. There was a quorum.

Also present in person or via Zoom were Donald Bock, Scott Robinson, Carol Greco, Gaelan Jones and Jennifer Johnson

<u>1c</u> <u>Pledge of Allegiance</u>

The Pledge of Allegiance was led by Commissioner Danny Powers.

2. APPROVAL OF AGENDA & MINUTES

2a. Approval of December 20, 2021 District Meeting Agenda

<u>MOTION</u>: Commissioner Danny Powers made a motion *to approve the December 20, 2021 Agenda*. Commissioner Frank Conklin second, and the Board unanimously passed the motion.

2b. Approval of November 22, 2021 District Meeting Minutes

<u>MOTION</u>: Commissioner Danny Powers made a motion *to approve the November 22, 2021 District Meeting Minutes*. Commissioner George Mirabella second, and the Board unanimously passed the motion. However, an error with the minutes was discovered after conclusion of the meeting. Corrected minutes will be brought before the Board at the next meeting for approval.

3. PUBLIC COMMENT

None

FINAL PUBLIC HEARING & DISTRICT MEETING MINUTES



December 20, 2021 - Continued

4. CHAIFMAN REPORT

No change since the last meeting.

5. <u>SECRETARY REPORT</u>

Nothing to report.

6. OLD BUSINESS

6a. Fire Hydrant Project

Commissioner Edge reported that construction has begun on Phase 10 hydrants. Commissioner Kenny Edge made comment that voting on Phase 10 should be soon.

7. NEW BUSINESS

7a. DISCUSSION: Quarterly Report from Dr. Thomas Morrison (Allen)

Discussion was had regarding paramedic and Trauma Star response times; communications are improving. There was conversation regarding turnover; new member Paramedics/EMTs are enthusiastic and are responsive to direction. Additional discussion led by Commissioner Mirabella was had regarding a study for travel time for critical care patients to Mariner's Hospital versus Trauma Star landings at the Ranger Station.

7b. DISCUSSION: Station 24 Second Floor (Jones)

Discussion was had regarding plans for the renovation of Station 24's Second Floor. Mr. Jones advised that while updates had been made to the floor plan following additional input from the Fire Department, the vendor had not yet completed the full set of drawings. Mr. Jones informed the Board of the updates to the floor plan and indicated that he expects to receive a full set of drawings by the end of December. Chairman Allen advised of his intention to schedule a meeting with Commissioner Raschein in an effort to request additional assistance from the BOCC in early 2022.

7c. MOTION/APPROVAL: Purchase of Masimo RAD-57 Kit for \$4,518.75 (Bock)

Discussion was had regarding purchase price for the Masimo RAD-57 Kit (Pulse Oximeter). Commissioner Powers inquired if there was a less expensive alternative to the Masimo. Chief Garrido advised that although there are units less expense, the Masimo's components provide for better readings.

<u>MOTION</u>: Commissioner Powers made a motion *to approve the purchase of a Masimo RAD-57 Kit.* Commissioner Frank Conklin second, and the Board unanimously passed the motion.



Seat 1: Tony Allen; Seat 2: Frank Conklin; Seat 3: Kenny Edge; Seat 4: George Mirabella; Seat 5: Danny Powers

7d. MOTION/APPROVAL: Contract for Fire Hydrant Installation Phase 10 (Jones)

Discussion was had regarding the December 20, 2021 bid selection. The following bids were reviewed by the bid committee on 12/13: J.A. LaRocco Enterprises, Inc. (\$161,000); Restate Construction, LLC (\$212,600); Key Honey Contracting, LLC (\$212,764.00); 3rd Generation Plumbing (\$216,500).

The bid committee selected LaRocco as the lowest and best bid.

<u>MOTION</u>: Commissioner Powers made a motion *to approve a contract with J.A LaRocco Enterprises, Inc.* in the amount of \$161,000.00. Commissioner Edge second, and the Board unanimously passed the motion.

7e. MOTION/APPROVAL: 2022 District Meeting Schedule (Allen)

After a discussion regarding the 2022 District Meeting Schedule, the board agreed to the proposed schedule.

<u>MOTION</u>: Commissioner Conklin made a motion *to approve the 2022 District Meeting Schedule*. Commissioner Powers second, and the Board unanimously passed the motion.

8. FINANCE REPORT

None

9. LEGAL REPORT

Legal was approached regarding mutual aid agreements between Monroe County, Village of Islamorada and the City of Key West and the National Park Service. Legal requested input from the Board regarding its desire to review the automatic aid agreement proposed by Monroe County, which was not recommended by Chief Bock or Legal. The Board indicated that it did not wish to review said agreement. Legal advised that it will bring a revised agreement with NPS to the Board for review at the next meeting.

10. AMBULANCE CORPS REPORT

Scott Robinson reported the firefighters had a boot drive collection which netted approximately \$9,000.00 for the victims of the Kentucky tornados. The Corps added two new volunteers, 1 full-time paramedic and 1 part-time paramedic. Donation letters will be going out. There was a clean-up at the Tradewinds Plaza.

11. FIRE DEPARTMENT REPORT

Chief Garrido advised that 123 bundles of Toys for Tots were distributed with 2 bundles remaining. Three new firefighters attended orientation. There was a fire at the 95 mm bringing a total of 4 fires over the past three months.



12. COMMISSIONER ITEMS

Discussion led by Commissioner Edge regarding the possibility of taking over commercial building inspections from the County Building Department to generate potential revenue. This would have to be staffed by licensed personnel. Legal would have to do a study. The Board has directed Legal to prepare a memo with regard to the feasibility of the Fire Department performing commercial building inspections.

13. NEXT MEETING.

13a. KLFR&EMS January 10th or January 24th, 2022 District Meeting (Award ITB 22-001)

<u>MOTION</u>: Commissioner Conklin made a motion *to cancel the January 10, 2022 meeting, unless required*. Commissioner Powers second, and the Board unanimously passed the motion.

14. ADJOURN

Commissioner Mirabella made a Motion to Adjourn at 6:38 PM, Commissioner Powers second, and the motion was unanimously approved by the Board.

NEXT MEETINGS

January 10, 2022 District Meeting (if required)
January 24, 2022 District Meeting
February 14, 2022 District Meeting
February 14 or 28 Strategic Planning Workshop
February 28, 2022 District Meeting
March 14, 2022 District Meeting (if required)
March 28, 2022 District Meeting

DOCUMENTS

AI 02a. District Meeting Agenda
AI 02b. Minutes November 22, 2021
AI 07b. Station 24 Second Story Drawings (Tentative)
AI 07c. Masimo RAD-57 Purchase Order
AI 07d. Phase 10 Fire Hydrant Contract (Pending 12/20)
AI 07e. Meeting Schedule 2022
AI 10a KLVAC Monthly Call Statistics



Seat I: Tony Allen; Seat 2: Frank Conklin; Seat 3: Kenny Edge; Seat 4: George Mirabella; Seat 5: Danny Powers

KLFR&EMS STRATEGIC WORKSHOP AGENDA December 20, 2021

1. AGENDA

- **1.A.** Call to Order: Chairman Tony Allen called to Order the KLFR&EMS Planning Workshop at 6:43 PM.
- **1.B. Roll Call:** Carol Greco called the roll. The following Commissioners were present: Tony Allen, Frank Conklin, Kenny Edge, George Mirabella and Dan Powers. There was a quorum.

2. <u>APPROVAL OF AGENDA & MINUTES</u>

2.A. Approval of December 20, 2021 District Meeting Agenda

Discussion was had regarding a scrivener's error in the agenda, stating approval of the *November 22* Strategic Planning Workshop Agenda. The Board directed the Clerk to correct this error in the published agenda.

Motion: Commissioner Powers made a motion to approve the December 20, 2021 District Meeting Agenda, as corrected. The motion was seconded by Commissioner Edge.

3. PUBLIC COMMENT

None

4. REVIEW STRAGEGIC PLANNING ACTION ITEMS:

4A. Staffing Options (District/Combined/Separate)

Discussion that this topic should become part/parcel on millage issues in the Strategic Plan Action Items list. The Five-Year Plan created by Fire Dept, Ambulance Corps, and Finance was reviewed. J. Johnson advises projected costs from the departments are unverified. Scott Robinson touched on the need for a third ambulance as calls are up 33%. The Board unanimously agreed to table discussion on these options until after the November 2022 election for purposes of raising additional millage prior to further discussion of this issue.

4B. Review Strategic Plan Action Items

An initial discussion was held regarding organization of strategic plan items. The Board unanimously agreed that all items related to future adjustments to District/Department structure will be discussed under these items until after November 2022 election. Board may request that some recurring items be discussed under Old Business instead of Strategic Workshop.

Items 19-002; 19-003; and 19-004 were discussed collectively. All items relate to increasing the District's maximum millage cap. The Board discussed what might be presented to the public regarding justification of the proposed millage cap increase. The Board requested that Legal draft a Resolution requesting placement of a Referendum Increasing District's Millage Cap on the ballot for the 2022 election and bring it to the Board for vote at next meeting. The Board directed Legal and Finance to collect historical data on KLFEMS District millage and budget compared to other comparable jurisdiction, such as Monroe County. The Board requested that these items be combined into a single item on Millage Increase under Old Business on District Meeting Agenda.

19-006: Discussion was had on website updates. Legal indicated that he continues to maintain the website approximately once per quarter. The Board requested that Legal develop a scope of work for all IT and website work being performed by Legal or Clerk for purposes of soliciting a contract with a IT or Website professional.

20-003: J. Johnson indicated that the 5-Year capital plan was presented to the Board and reviewed under Item 4A.

20-004: Legal indicated that updates on Legislation would be provided to the Board at the next strategic workshop after the start of the 2022 legislative session

20-005: Scott Robinson indicated that the Ambulance Corps has raised their 401K match to 8%. Chief Bock indicated that training is being offered to new staff as a retention incentive

20-007: Discussion was had regarding the risks and benefits of receiving grant funding for additional paid staff before results of the voter referendum on increasing the millage cap have been received. The Board recommended that the Fire Department consider applying for the upcoming SAFER Grant. The Fire Department agreed that it will apply for the SAFER Grant during the next application period. Scott Robinson indicated that the Ambulance Corps will also consider applying for upcoming Department of Health grants. Both Fire Department and Ambulance Corps may request assistance in retaining a grant writer for these applications.

20-005: Fire Department will be hosting a smoke/carbon monoxide detector giveaway

20-007: Phase 10 of the Fire Hydrant project has begun, J.A. Larocco was selected as the best and lowest bidder by the bid selection committee.

20-008 and 20-009: The Board agreed that these topics will be folded into discussions on the 5 year operating plan, which will remain part of ongoing discussions related to the millage increase voter referendum in 2022.

20-012: The Board agreed that this topic will be folded into ongoing discussions on millage increase voter referendum

20-013: Scott Robinson requested that the Strategic Plan Action Item List reflect the Ambulance Corps intent to pursue addition of a 3rd ambulance. The Board agreed.

5. <u>NEXT MEETING</u>:

5A. <u>KLFR&EMS Strategic Planning Workshop February 14, 2022 or</u> February 28, 2022

The Board agreed to discuss the next strategic workshop date at the next District Meeting. Strategic Workshop may be rescheduled to March 2022.

6. ADJOURN

Commissioner Powers made a Motion to Adjourn at 7:30 PM, Commissioner Mirabella seconded the motion. The motion was unanimously approved by the Board.

NEXT MEETINGS

February 14 or February 28, 2022 May 9 or May 23, 2022

DOCUMENTS

Strategic Planning Workshop Agenda Strategic Planning Action List

RESOLUTION 2022 – 001

A RESOLUTION OF THE KEY LARGO FIRE & EMERGENCY MEDICAL SERVICES DISTRICT BOARD OF COMMISSIONERS, APPROVING FORM OF VOTER REFERENDUM, REQUESTING PLACEMENT OF REFERENDUM ON BALLOT FOR NOVEMBER 2022 ELECTION, PROVIDING FOR SEVERABILITY AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, the Key Largo Fire & Emergency Medical Services District (the "District") is legislatively charged with the provision of fire protection and firefighting services, rescue services and emergency medical services to the residents of Key Largo, Florida; and

WHEREAS, the District is organized and holds all legal powers set forth by Chapters 189, 191, and 2005-329, Florida Statutes, including but not limited to the annual levy of ad valorem taxes; and

WHEREAS, the District's enabling legislation, Chapter 2005-329, Florida Statutes, provides the District with authority to levy ad valorem taxes in an amount not to exceed one (1) mill by annual resolution of the Board; and

WHEREAS, the District's enabling legislation provides that the District may levy ad valorem taxes in an amount above one (1) mill if such increase is approved by the majority of voters voting in a referendum election; and

WHEREAS, since the legislative creation of the District as an independent special fire control district in 2005, the District maintained a budget providing for annual ad valorem taxation in amounts substantially less than one (1) mill until 2018; and

WHEREAS, the District has been able to maintain a budget providing for ad valorem taxation of less than one (1) mill by utilizing a primarily volunteer-based staffing system which has become more difficult to maintain due to a rise in local population and significant increases in the cost of housing; and

WHEREAS, over the past ten (10) years, Monroe County has experienced a surge of population growth, with an approximately fifteen percent (15%) increase in full-time residents and an approximately forty five percent (45%) increase in housing costs between 2010 and 2020; and

WHEREAS, due to the increased cost of labor, materials and equipment required for the District to continue providing high-quality firefighting, rescue and emergency medical services to the residents of Key Largo, the District seeks voter approval to increase the total amount of millage that the District is permitted to levy on an annual basis; and

WHEREAS, the District Board of Commissioners wishes to make clear to the voters of Key Largo that it does not intend to levy annual millage at the maximum rate permitted under the requested increase, and that it will continue its longstanding policy of providing high quality firefighting, rescue, and emergency medical services in the most cost-effective manner possible;

NOW THEREFORE BE IT RESOLVED BY THE KEY LARGO FIRE & EMERGENCY MEDICAL SERVICES DISTRICT BOARD OF COMMISSIONERS, AS FOLLOWS:

1. Requesting Placement of Referendum on Election Ballot

Pursuant to Chapter 2005-329, Florida Statutes, the Board of County Commissioners of Monroe County, Florida is hereby directed to call an election on November 8, 2022, for the qualified electors of Key Largo, Florida to vote on approval of an increase in the maximum rate of millage leviable by the Key Largo Fire & Emergency Medical Services District.

2. Approval of Ballot Question

The Key Largo Fire Rescue & Emergency Medical Services District Board of Commissioners hereby approves the issuance of a voter referendum requesting an increase in the maximum permissible millage it may levy to provide for fire protection, firefighting services and emergency medical services to the residents of Key Largo, Florida. The substance of said referendum and the ballot title shall be in the form attached hereto as Exhibit A.

In accordance with the Voting Rights Act, the District Attorney is hereby directed to obtain a true and accurate Spanish translation of the ballot question before this resolution is transmitted to the Monroe County Board of Commissioners, and provide said translation to same.

3. Effective Date

This Resolution shall become effective immediately upon its adoption by the Key Largo Fire & Emergency Medical Services District Board of Commissioners.

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DULY ADOPTED by the Key Largo Fire & EMS District Board of Commissioners this $24^{\rm th}$ day of January, 2022.

Board Chair Anthony Allen	NO	YES
Vice-Chair George Mirabella	NO	YES
Secretary Kenneth Edge	NO	YES
Commissioner Daniel Powers	NO	YES
Commissioner Frank Conklin	NO	YES
Anthony Allen, Board Chair		
Gaelan P. Jones, Esq., District Attorney		

EXHIBIT A

INCREASED MAXIMUM MILLAGE RATE FOR KEY LARGO FIRE RESCUE & EMERGENCY MEDICAL SERVICES

Pursuant to legislation enacted by the State of Florida in 2005, the Key Largo Fire & Emergency Medical Services District may not levy ad valorem taxes in excess of one (1) mill without approval of the voters of Key Largo. Due to increases in the cost of labor, materials and equipment, it is anticipated that the District will need to levy ad valorem taxes in excess of one (1) mill within the next five years. The District's objective is to increase the maximum allowable millage rate to cover the future cost of providing high quality fire prevention, rescue and emergency medical services to the residents of Key Largo.

e e	Largo Fire & Emergency Medical Services District of funding the continued provision of fire prevention ovisions to the residents of Key Largo?
YES	NO

GENERAL AGREEMENT G5720-21-0002

between

UNITED STATES DEPARTMENT OF INTERIOR NATIONAL PARK SERVICE Everglades National Park And

Key Largo Volunteer FIRE DEPARTMENT

ARTICLE I. PURPOSE

This General Agreement (Agreement) is entered into by and between the United States Department of the Interior, National Park Service (NPS), through the Regional Director of Interior Region 2 (Region), the Key Largo Fire & Emergency Medical Services District, and Key Largo Volunteer Fire Department, Inc. acting by and through the Fire Chief of the Key Largo Volunteer Fire Department, (individually, a Party, and collectively, the Parties). The purpose of this agreement is to establish the terms and conditions under which the Parties will provide mutual assistance in preventing, detecting, and suppressing structural fires, vehicular fires, hazardous materials incidents, and wildfires in Everglades National Park.

As used in this agreement:

The term/title "Everglades National Park" (EVER) encompasses the area authorized by 54 U.S.C. § 320301; Pub. L. 59-209.

The term "Department" refers to the Key Largo Volunteer Fire Department and persons employed and certified by the Department as qualified firefighters to perform fire suppression activities within their territorial jurisdiction.

The term "Unified Command" refers to operations within the Incident Command System where the Department and EVER would share command of an emergency incident.

Whereas the NPS and the Department have determined that providing mutual fire suppression assistance will facilitate the economic administration of EVER and the Department, will be mutually advantageous and is in the public interest, and

Whereas it is their mutual desire to work in harmony and to cooperate in the use of trained personnel and equipment where threats to human life and property arise within their respective jurisdictions, and

Whereas the following authorities are relevant:

ARTICLE II. AUTHORITIES

A. NPS

1. 42 U.S.C. § 1856a (a).

Reciprocal Fire Protection Agreements - Effective January 3, 2012 each agency head charged with the duty of providing fire protection for any property of the United States is authorized to enter into a reciprocal agreement, with any fire organization maintaining fire protection facilities in the vicinity of such property, for mutual aid in furnishing fire protection for such property and for other property for which such organization normally provides fire protection.

2. 54 U.S.C. §102711.

Provides that the Secretary of the Interior "may use applicable appropriations for the System to render emergency rescue, firefighting, and cooperative assistance to nearby law enforcement and fire prevention agencies and for related purposes ... " outside the National Park System.

3. In carrying out responsibilities following: DOI Departmental Manual-Safety Management Part 485, Chapter 19-Fire Safety, Director's Order 58: Structural Fire Management, Director's Order 18: Wildland Fire Management, NPS Reference pursuant to the authorities referenced above, the NPS must comport with applicable law and the requirements and restrictions articulated in applicable policy and guidance including, without limitation, the NPS Reference Manual 58: Structural Fire Management, and NPS Reference Manual 18- Wildland Fire Management.

Now, therefore, the Parties agree as follows:

ARTICLE III. STATEMENT OF WORK

A. Fire inside EVER Boundaries

In the event of a structural, vehicular, hazardous materials incident, or wildland fire on EVER land:

1. The NPS agrees to:

A. Cooperate and coordinate with Department personnel in fire suppression activities.

- B. Provide the Department an annual familiarization tour of the EVER's facilities, equipment and access points in case a request for assistance is executed. This includes walk-through inspections for the Department to familiarize their personnel with buildings and sensitive areas, to include museum collections and historic structures.
- C. Maintain all existing and all new alarm systems in buildings to the National Fire Protection Association (NFPA) National Fire Alarm and Signaling Code. A list of EVER personnel shall be available on a 24-hour basis to respond to any alarms.
- D. Notify the Department immediately of a fire or of an incident requiring assistance by calling 911 and / or another Department emergency number.
- E. Cooperate and coordinate with Department personnel in Search and Rescue operations.
- 2. Key Largo Volunteer Fire Department agrees to:
 - A.—Provide structural fire suppression for structures located at the property commonly known as 98630 Overseas Highway, Key Largo, Florida (Parcel ID: 00087870-000000; 00087930-000000) and Parcel ID 00086730-000100 (collectively, the "Propertiesy") within EVER—in their respective fire protection district. When requested by EVER, the Department may provide structural fire suppression services within for structures within EVER, other than those on the Property, upon written consent of the Key Largo Fire & EMS District Board Chair and the Department Fire Chief.
 - B-A. Deploy, when requested by EVER, available qualified personnel, and equipment to assist in vehicular, hazardous materials, and wildland fire suppression on federally owned land within EVER-the Property. When requested by EVER, the Department may provide available qualified personnel and equipment to assist in vehicular and wildland fire suppression on federally owned land within EVER, upon written consent of the Key Largo Fire & EMS District Board Chair and the Department Fire Chief.
 - C.B. Utilize only minimum impact suppression techniques on federally owned land within EVER. Minimum suppression tactics shall be used to minimize damage to collections and historic materials when suppressing fires near or within historic structures or structures containing museum collections.
 - D.C. Cooperate with EVER under a Unified Incident Command, by assuming the Incident Commander role on fires. A NPS employee, preferably the park superintendent or division chief, shall serve as an agency representative in

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the incident command structure.

E. Provide EVER with technical assistance within its ability to assist with water distribution flow testing, building inspections, and code compliance.

3. The Parties jointly agree to:

- A. Provide to the other Party a list of responsible persons, with telephone numbers, to be contacted in an emergency. At least once a year, or more often if necessary, each Party shall provide the other Party with an updated list of such persons and telephone numbers, phone numbers for text messages, and e-mail.
- B. After notifying the other Party of a fire's discovery, either Party may take immediate action in the other Party's area of primary responsibility in order to save lives or to protect property.
- C. Each Party to this Agreement waives all claims against the other Party for compensation for any loss, damage, personal injury, or death occurring in consequence of the performance of this Agreement.
- D. Neither Party to this Agreement shall reimburse the other Party for all or any part of the cost incurred by such party in providing fire protection pursuant to this Agreement.
- E. Nothing in this Agreement authorizes any of the Parties to obligate or transfer funds. Specific projects or activities that involve the transfer of funds, services, or property among the Parties require execution of separate agreements and are contingent upon the availability of appropriated funds. These activities must be independently authorized by statute. This Agreement does not provide that authority. Negotiation, execution, and administration of these agreements must comply with all applicable law.

B. Requests for Assistance

- 1. Fire suppression personnel/equipment from the Department will be requested as follows:
 - A. Emergencies EVER will request emergency assistance by calling 911 and/or another Department emergency number. Alternatively, when a fire alarm sounds, the alarm monitoring service will notify the 24-hour park personnel list. Once authorized by park personnel, the alarm monitoring service will notify the Department.

B. Non-Emergency - EVER will initiate contact during business hours by contacting the Fire Chief.

ARTICLE IV. TERM OF AGREEMENT

Unless earlier terminated by operation of the terms of this Agreement, or by agreement of the Parties in writing, this Agreement will be in effect for a period of five (5) years beginning on the date the last signature is affixed to this Agreement.

ARTICLE V. KEY OFFICIALS

NPS:

Pedro Ramos Superintendent, Everglades National Park 40001 State Road 9336 Homestead, FL 33034 305-242-7000 pedro_ramos@nps.gov

Key Largo Volunteer Fire Department:

Donald Bock Fire Chief Key Largo Fire Department Station #24 1 East Drive Key Largo, FL 33037 (305) 451-2700

Key Largo Fire & EMS District

Board Chair One East Drive Key Largo, FL 33037.

In the event of change(s) in Key Officials the affected Party will provide written notice to the other Party in advance of the change, if possible, or within a reasonable time afterward.

ARTICLE VI: PROPERTY UTILIZATION

Unless otherwise agreed to in writing by the Parties, any property furnished by one Party

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to the other shall remain the property of the furnishing Party unless otherwise specified in writing. Any property furnished by EVER to the Department during the performance of this Agreement shall be used and disposed of as set forth in the NPS Property Management Regulations.

ARTICLE VII. MODIFICATION AND TERMINATION

This Agreement may be modified only by a written instrument executed by the Parties.

Either Party may terminate its participation in this Agreement by providing at least sixty (60) days advance written notice (a "termination notice") to the other Party. In the event that one Party provides the other Party with notice of its intention to terminate, the Parties shall meet promptly to discuss the reasons for the notice and to try to resolve their differences amicably. The Parties commit to using every reasonable means available, including the use of a neutral mediator if necessary, to try to avoid terminating this Agreement.

ARTICLE IX: STANDARD CLAUSES

- A. Non-Discrimination: All activities pursuant this agreement and the provisions of Executive Order 11246; shall be in compliance with requirements of Title VI of the Civil Rights Act of 1 964 (78 Stat. 252 42 U.S.C. § 2000d et seq.); Title V, Section 504 of the Rehabilitation Act of 1973 (87 Stat. 394; 29 U.S. C. §794); the Age Discrimination Act of 1975 (89 Stat. 728; 42 U.S.C. § §6101 et seq.); and with all other Federal laws and regulations prohibiting discrimination on grounds of race, color, national origin, handicap, religious or sex in providing of facilities and service to the public.
- B. <u>NPS Appropriations:</u> Pursuant to 31 U.S.C. § 1341, nothing contained in this Agreement shall be construed to obligate NPS, the Department, or the United States of America to any current or future expenditure of funds in advance of the availability of appropriations from Congress and their administrative allocation for the purposes of this Agreement, nor does this Agreement obligate NPS, the Department, or the United States of America to spend funds on any particular project or purpose, even if funds are available.
- C. <u>Compliance with Applicable Laws</u>: This Agreement and performance hereunder is subject to all law, regulations and management policies including those governing the NPS property and resources, whether now in force or hereafter enacted or promulgated. Nothing in this Agreement shall be construed as in any way impairing the general powers of the NPS for supervision, regulation, and control of its property under such applicable laws, regulations, and management policies. Nothing in this Agreement shall be deemed inconsistent with or contrary to the purpose of or intent of any Act of Congress.
- $D. \ \underline{\textbf{Disclaimers of Government Endorsement:}} \ The \ Department \ shall \ not \ publicize$

or otherwise circulate promotional material (such as advertisements, sales brochures, press releases, speeches, still and motion pictures, articles, manuscripts or other publications) which states or implies Governmental, Departmental, Bureau, or Government employee endorsement of a product, service, or position which the Fire Department represents. No release of information relating to this Agreement may state or imply that the NPS approves of the Fire Department work product or considers the Fire Department work product to be superior to other products or services.

- E. <u>Modifications:</u> This Agreement may be extended, renewed, supplemented or amended only when agreed to in writing by the NPS and the Department.
- F. <u>Waiver:</u> No waiver of any provisions of this Agreement shall be effective unless made in writing and signed by the waiving party. No waiver of any provision of this Agreement shall constitute a waiver of any prior, concurrent or subsequent breach of the same or any other provisions hereof.
- G. <u>No Agency:</u> The Department is not an agent or representative of the United States, the Department of the Interior, or the NPS, nor will the Department represent itself as such to third parties. The NPS is not an agent or representative of the Department, nor will the NPS represent itself as such to third parties. Nothing in this Agreement shall at any time be construed so as to create the relationship of employer and employee, principal and agent, or joint venture as between the Department and the NPS.
- H. <u>Officials Not to Benefit:</u> No Member of, Delegate to, Resident Commissioner in, Congress shall be admitted to any share or part of this Agreement or to any benefit to arise therefrom, unless the share or part benefit is for the general benefit of a corporation or company.
- I. <u>Liability:</u> The Parties will be liable to the extent provided by law for any property damage, personal injury or death, caused by the negligent or wrongful acts or omissions of their respective employees, acting within the scope of their employment.
- J. <u>Non-Exclusive Agreement:</u> This Agreement in no way restricts the NPS and the Department from entering into similar agreements, or participating in similar activities or arrangements, with other public or private agencies, organizations, or individuals.
- K. <u>Partial Invalidity:</u> If any provision of this Agreement or the application thereof to any party or circumstance shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement or the application of such provision to the parties or circumstances other than those to which it is held invalid or unenforceable, shall not be affected thereby and each provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law.
- L. Freedom of Information Act: Any information provided to the NPS under this

Agreement is subject to the Freedom of Information Act, 5 U.S.C. § 552.

M. <u>Public Information Release:</u> The Department must obtain prior approval from the **EVER** Superintendent for any public information release which refers to the Department of Interior, any bureau, park unit, or employee, or to this Agreement. The specific text, layout, photographs, etc., of the proposed release must be submitted with the request for approval.

ARTICLE X: AUTHORIZING SIGNATURES

NATIONAL PARK SERVICE:	
Superintendent Everglades National Park National Park Service	Date
Regional Director Interior Region 2 National Park Service	Date
KEY LARGO VOLUNTEER FIRE DEPARTMENT:	
Fire Chief Key Largo Volunteer Fire Department	Date
Commission Chairman Key Largo Fire and EMS District Commission	Date

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Version:

V1 V2 to V4 Promo

Quote Number: 10308797 Remit to: Stryker Medical

P.O. Box 93308

alex.eidson@stryker.com

Chicago, IL 60673-3308 Prepared For: KEY LARGO VOLNTR AMB CORPS Rep:

Alex Eidson

Phone Number:

Email:

Quote Date: 01/08/2021 Expiration Date: 04/08/2021

Attn:

Delivery Address		End User - S	Shipping - Billing	Bill To Account			
Name:	KEY LARGO VOLNTR AMB CORPS	Name:	KEY LARGO VOLNTR AMB CORPS	Name:	KEY LARGO VOLNTR AMB CORPS		
Account #:	1155402	Account #:	1155402	Account #:	1155402		
Address:	98600 OVERSEAS HWY Addres		98600 OVERSEAS HWY	Address:	98600 OVERSEAS HWY		
	KEY LARGO		KEY LARGO		KEY LARGO		
	Florida 33037-2337		Florida 33037-2337)	Florida 33037-2337		

Equipment Products:

#	Product	Description	Qty	Sell Price	Total
1.0	99577-001957	LIFEPAK 15 V4 Monitor/Defib - Manual & AED, Trending, Noninvasive Pacing, SpO2, SpCO, NIBP, 12-Lead ECG, EtCO2, BT. Incl at N/C: 2 pr QC Electrodes (11996-000091) & 1 Test Load (21330-001365) per device, 1 Svc Manual CD (26500-003612) per order	1	\$18,365.00	\$18,365.00
2.0	41577-000288	Ship Kit -QUIK-COMBO Therapy Cable; 2 rolls100mm Paper; RC-4, Patient Cable, 4ft.; NIBP Hose, Coiled; NIBP Cuff, Reusable, adult; 12-Lead ECG Cable, 4-Wire Limb Leads, 5ft; 12-Lead ECG Cable, 6-Wire Precordial attachment	1	\$0.00	\$0.00
			Equipn	nent Total:	\$18,365.00

ProCare Products:

#	Product	Description	Qty	Sell Price	Total
3.1	78000012	ProCare LIFEPAK 15 Prevent Service: Annual onsite preventive maintenance inspection, Unlimited ship in repairs including parts, labor and travel with batteries for LIFEPAK 15 V4 Monitor/Defib - Manual & AED, Trending, Noninvasive Pacing, SpO2, SpCO, NIBP, 12-Lead ECG, EtCO2, BT. Incl at N/C: 2 pr QC Electrodes (11996-000091) & 1 Test Load (21330-001365) per device, 1 Svc Manual CD (26500-003612) per order	1	\$1,425.60	\$1,425.60
			ProCar	e Total:	\$1,425.60

Price Totals:

Grand Total: \$19,790.60

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V1 V2 to V4 Promo

Quote Number: 10308797 Remit to: Stryker Medical

P.O. Box 93308

Chicago, IL 60673-3308 Version: Prepared For:

KEY LARGO VOLNTR AMB CORPS Rep: Alex Eidson

> alex.eidson@stryker.com Email:

Phone Number:

Quote Date: 01/08/2021 04/08/2021 Expiration Date:

Prices: In effect for 60 days.

Attn:

Terms: Net 30 Days

Ask your Stryker Sales Rep about our flexible financing options.

AUTHORIZED CUSTOMER SIGNATURE

Deal Consummation: This is a quote and not a commitment. This quote is subject to final credit, pricing, and documentation approval. Legal documentation must be signed before your equipment can be delivered. Documentation will be provided upon completion of our review process and your selection of a payment schedule.

Confidentiality Notice: Recipient will not disclose to any third party the terms of this quote or any other information, including any pricing or discounts, offered to be provided by Stryker to Recipient in connection with this quote, without Stryker's prior written approval, except as may be requested by law or by lawful order of any applicable government agency.

Terms: Net 30 days. FOB origin. A copy of Stryker Medical's standard terms and conditions can be obtained by calling Stryker Medical's Customer Service at 1-800-Stryker.

In the event of any conflict between Stryker Medical's Standard Terms and Conditions and any other terms and conditions, as may be included in any purchase order or purchase contract, Stryker's terms and conditions shall govern.

Cancellation and Return Policy: In the event of damaged or defective shipments, please notify Stryker within 30 days and we will remedy the situation. Cancellation of orders must be received 30 days prior to the agreed upon delivery date. If the order is cancelled within the 30 day window, a fee of 25% of the total purchase order price and return shipping charges will apply.



TYPE OF CALLS JANUARY

FEBRUARY

MARCH

APRIL

KEY LARGO EMS MONTHLY CALL STATISTICS 2021

Last Updated 01/02/2022 MAY SEPTEMBER OCTOBER NOVEMBER DECEMBER AUGUST JUNE JULY

ALS	106	73	103	86	85	68	74	79	68	66	69	74
BLS	2	11	19	20	18	15	28	23	22	37	22	35
BACK- UP	23	11	19	30	22	20	19	12	11	15	16	20
PEDIATRIC	8	6	8	8	8	5	0	5	6	9	9	7
TRAUMA ALERTS	0	1	2	3	5	2	3	1	1	2	0	1
CARDIAC ARRESTS	1	1	0	4	0	0	4	1	1	1	0	2
PUBLIC ASSIST	25	13	18	18	37	27	19	24	22	19	27	23
STAND - BY	4	0	1	1	1	3	2	2	1	0	2	1
FIRES	3	0	00	0	2	0	0	0	0		0	1
CANCEL	3	5	6	6	7	6	2	6	4	3	6	4
REFUSALS	24	19	16	33	38	43	30	31	33	29	24	47
TRANSPORTS	85	64	103	106	103	83	102	102	90	103	91	109
TOTAL CALLS	126	112	154	164	100	100	155	165	150	154	150	105
TOTAL CALLS	126	112	154	164	188	189	155	165	150	154	150	185

TOTAL CALLS	126	112	154	164	188	189	155	165	150	154	150	185	Total Year Up to Date	1892
MILE MARKER > 103	58	30	44	44	47	68	51	62	38	56	49	55	Total Year Up to Date	602