

**PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS
AGENDA ITEM SUMMARY**

Meeting Date: April 12, 2022 ☐ Consent ☐ Regular
☐ Ordinance ☒ Public Hearing

Department: Department of Public Safety
Submitted By: Department of Public Safety
Submitted For: Division of Emergency Management

I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to approve: the issuance of a Special Secondary Service Provider Certificate of Public Convenience and Necessity (COPCN) with conditions to Rural/Metro Fire Department, Inc. (Rural/Metro Fire) for Sikorsky Aircraft RMS community located at 17900 Beeline Highway, Jupiter, Florida (Sikorsky community).

Summary: Rural/Metro Fire has applied for a Special Secondary Service Provider COPCN to provide Advanced Life Support (ALS) first response, non-transport services for the Sikorsky community pursuant to its contract with Sikorsky Aircraft Corporation. The Department of Public Safety, Division of Emergency Management (DEM) has reviewed the application and recommends approval of a Special Secondary Service ALS Provider - Non-Transport COPCN to be issued to Rural/Metro Fire. The application was found to be in compliance and eligible for a one-time COPCN with conditions based on the PBC Code of Ordinances, Chapter 13, Sections 13-22. The COPCN will be issued for operations restricted to the confines of the Sikorsky community for the period of April 12, 2022, until Rural/Metro Fire contractual agreement with Sikorsky Aircraft is terminated. Palm Beach County Fire Rescue is the Primary COPCN holder for the Sikorsky community. In accordance with law, Rural/Metro Fire has signed a Memorandum of Understanding with Palm Beach County Fire Rescue to coordinate their emergency services at an emergency scene. The Emergency Medical Services (EMS) Advisory Council has also approved the recommendation to grant Rural/Metro Fire a Special Secondary Service ALS Provider - Non-Transport COPCN.

District 1 (SB)

Background and Policy Issue: Special Secondary Service Providers are agencies with contracts to provide non-transport ALS services within communities to provide rapid response to medical emergencies until the primary ALS agency arrives. The PBC Code of Ordinances, Chapter 13, Sections 13-20, requires each Special Secondary Service Provider to obtain a COPCN from the County.

Attachments:

1. Summary Report of COPCN application
2. COPCN Application
3. COPCN (2 originals)
4. Proof of Publication

Recommended By: S. L. L. L. 2/1/22
Department Director Date

Approved By: Neil J. Green 3/30/2022
Assistant County Administrator Date

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact

Fiscal Years	2022	2023	2024	2025	2026
Capital Expenditures					
Operating Costs					
External Revenues	(\$500)				
Program Income (County)					
In-Kind Match (County)					
Net Fiscal Impact	(\$500)*	*	*	*	*

ADDITIONAL FTE POSITIONS (Cumulative)

Is Item Included In Current Budget? Yes No X
Does this item include the use of federal funds? Yes No X

Budget Account Exp No: Fund Dept Unit Object
Rev No: Fund 0001 Dept 660 Unit 7110 RevSc 2900/4295

B. Recommended Sources of Funds/Summary of Fiscal Impact:
*A one-time application fee of \$500 was collected. Permit fee of \$150 per unit/vehicle inspected will be charged annually. Fiscal impact will depend on number of vehicles.

Departmental Fiscal Review: Mye Chuu 1/28/22

III. REVIEW COMMENTS

A. OFMB Fiscal and/or Contract Dev. and Control Comments:

Lisa M. 3/1/22 Ann L. Janney 3/28/22
OFMB LM 3/1/22 Contract Administration 3-28-22

B. Legal Sufficiency:

Rui Bai 3/29/22
Assistant County Attorney

C. Other Department Review:

Department Director

This summary is not to be used as a basis for payment.



Palm Beach County
Department of Public Safety
Office of Emergency Medical Services
Special Secondary COPCN Summary Report

Community: Sikorsky Aircraft Corporation

Agency Information

Corporate Name: American Medical Response (AMR)

Name of Agency: Rural/Metro Fire Dept. Inc.

Mailing Address: Att: Specialty Fire Division, 8465 N. Pima Rd. Scottsdale, AZ 85258

Base Station Address: 17900 Beeline Hwy, Jupiter, FL 33478 Met Requirement X Yes ☐ No – Outside County

Phone # 561-775-5460

Agency Public Sector ☐ Private Sector X

Chief's/ Manager's/ Owner's Name: Mark Liebl, Fire Chief

Medical Director's Name: Dr. Joe Nelson

Medical Director's Business Address: 2500 NW 29th Manor, Pompano Beach, FL 33069

Medical Director's Medical License # MEOS4921 **Exp. Date:** March 31, 2022



**Palm Beach County
Department of Public Safety
Office of Emergency Medical Services
Special Secondary COPCN Summary Report**

Requirement	Verification	Met Requirements
(1) Describe the need and area(s) for the proposed service to be covered by your agency. You must submit copies of any municipal resolution(s), contractual agreements, and Community Association contracts allowing your agency to provide medical response services to any municipality or community.	Rural/Metro Fire provided the executed Fire and Emergency Medical Service Agreement from Sikorsky Aircraft Corporation which is effective from August 1, 2018, through July 31, 2023. At the end of the term, Sikorsky Aircraft Corporation has the option to extend the Term for successive renewal periods.	Yes
(2) The affected Community Association must submit a letter of request prepared and signed by an authorized representative indicating the dates of service coinciding with the effective date and the expiration date of the contract between the Community Association and the applicant. The expiration date may be amended upon renewal of the contract by submitting an updated letter of request to the administrator. The Community Association shall notify the administrator of early termination or an extension of the contract.	Sikorsky Aircraft Corporation provided a letter requesting Rural/Metro Fire to provide ALS services to the 17900 Beeline Highway, Jupiter, Florida location for the period effective on August 1, 2018, through July 31, 2023. The letter is signed by Garrett Picci, Deputy Fire Chief of Sikorsky Aircraft Fire Department.	Yes
(3) A memorandum of understanding that is executed between the applicant and the Primary COPCN Holder.	A memorandum of understanding (MOU) between Rural/Metro Fire Dept. and the Primary Certificate of Public Convenience and Necessity Holder – Palm Beach County Fire Rescue (PBCFR) was approved and signed on 12/3/19. MOU will expire upon expiration or termination of Rural Metro Fire Dept.'s COPCN to serve Sikorsky Aircraft Corporation.	Yes



**Palm Beach County
Department of Public Safety
Office of Emergency Medical Services
Special Secondary COPCN Summary Report**

Requirement	Verification	Met Requirements
(4) Medical Protocols approved by the Primary COPCN Holder's Medical Director for the applicable Area.	Medical Director Dr. Joe Nelson provided a letter stating that Rural/Metro Fire is adopting the official ALS Palm Beach County Fire Rescue Protocols to be used for Sikorsky Aircraft.	Yes
(5) Copy of current State Emergency Medical Services (EMS) license(s) and/or current COPCN, if any.	Rural/Metro Fire must have their PBC COPCN before they can apply for their State ALS license.	No - If awarded COPCN, will proceed with meeting requirements.
(6) Copy of profile sheet(s) relating to current Florida State license(s), if any, or the equivalent information sheet listing all of the agency's vehicles, if any. In order to maintain an acceptable level of service response time, all applicants must have a sufficient number of ALS vehicles available for the response which number will vary based on the area of assignment. In no event shall any COPCN holder have less than one ALS unit and one ALS vehicle fully staffed, operationally available, and in series at all times ready for simultaneous response to calls. The COPCN holder must also have one ALS spare unit fully equipped in the event that their primary ALS unit is not in service. It is the intent of this provision that each COPCN holder is responsible to have sufficient ALS units on hand as necessary to demonstrate the ability to ensure continuity of operations.	Rural/Metro Fire provided a list with two (2) vehicles that will be used for a response within the area of assignment. They will not be transporting any patients. Vehicles do not leave the property.	Yes
(7) Personnel roster. Personnel must meet all requirements of certification and training referred to	Rural/Metro Fire provided a list of thirty-two (32) personnel who are Paramedics and EMTs. A letter provided stated Site Fire Chief	Yes



Palm Beach County
Department of Public Safety
Office of Emergency Medical Services
Special Secondary COPCN Summary Report

Requirement	Verification	Met Requirements
in 64J-1.020, Florida Administrative Code ("F.A.C."). The applicant must have at least one (1) supervisory or higher level employee who possesses a minimum of three (3) years of experience in pre-hospital ALS Services.	Mark Liebl, EMT-P has over fifteen (15) years experience in pre-hospital ALS Services. EMS Chief Greg McGee, RN, EMT-P has over six (6) years of experience in Fire Rescue and Captain Joshua Farrar, RN, EMT-P has over 16 years of experience in Fire Rescue.	
(8) Insurance verification. A copy of an insurance policy, a self-insurance policy, or a Certificate of Insurance is acceptable, so long as the agency meets the minimum insurance limits as required by Section 64J-1.014(a), F.A.C. There must be a 30-day cancellation notice and Palm Beach County shall be shown as the certificate holder with a mailing address of 301 N. Olive Ave, West Palm Beach, FL 33401.	Rural/Metro Fire provided a copy of their certificate of liability insurance which has an expiration date of March 31, 2022.	Yes
(9) The Medical Director must be a Florida licensed physician. Provide a copy of a fully executed contract or agreement. Include copies of the current DEA and Florida Physician's License. Must meet requirements of 64J-1.004, F.A.C.	Rural/Metro Fire Provided a copy of Dr. Nelson's State Medical License which is valid until March 31, 2022, and Control Substance Registration Certificate is valid till October 31, 2023. A signed contract from Dr. Nelson is provided, he is an employee of American Medical Response, Inc. (AMR)	Yes
(10) A letter from your Medical Director stating your agency has adopted the minimum standard, pre-hospital treatment/transport protocols.	Rural/Metro Fire provided a letter signed by Medical Director Dr. Joe Nelson that states that Rural Metro Fire has adopted and will use the minimum standard, pre-hospital treatment/transport protocols, as approved by Palm Beach County EMS Council and the State of Florida.	Yes
(11) A letter from your Medical Director stating your agency has adopted the countywide approved Trauma Transport Protocols, as approved by the Palm Beach County EMS Council.	Rural/Metro Fire provided a letter signed by Medical Director Dr. Joe Nelson that states that Rural Metro Fire has adopted and will use the countywide approved Trauma Transport Protocols as approved by Palm Beach County. Note: Rural Metro Fire will not	Yes



**Palm Beach County
Department of Public Safety
Office of Emergency Medical Services
Special Secondary COPCN Summary Report**

Requirement	Verification	Met Requirements
	be transporting patients, they will be transported by the Primary Provider, Palm Beach County Fire Rescue.	
(12) The financial information of the applicant to ensure financial ability to provide and continue to provide service to the area. Such financial information shall include copies of the applicant's past two (2) Medicare audits if any. Privately held entities must provide copies of the past three (3) years of audited financial statements of the company and its parent company or holding company if any. Government entities must provide the past three (3) years Comprehensive Annual Financial Reports via hard copy, or electronically. For purposes of this application, a parent company or holding company shall mean any person, corporation, or company holding, owning, or in control of more than ten (10) percent stock or financial interest of another person, corporation, or company.	Rural/Metro Fire provided three (3) years of audited financials from AMR Holdco, Inc. Rural Metro provided a letter from their attorney stating that Rural Metro is an operating subsidiary of AMR and they do not maintain separate audited financials.	
(13) Copy of proposed rate structure, if any.	No fees will be assessed to any patients whether they are employees or visitors to the Sikorsky facility.	Yes
(14) Except for current COPCN holders, a summary history of applicant's emergency services performance record, which provides proof that at the time of application, the applicant has demonstrated experience providing ALS or BLS services. Experience providing ALS or BLS services must include experience	Rural/Metro Fire has provided firefighting and aircraft rescue services to Sikorsky Aircraft since 1999. Sikorsky is now requesting Rural/Metro Fire to provide ALS non-transport service to their employees and visitors. Rural/Metro Fire was a division of Rural/Metro Corporation, the other division was Rural/Metro EMS which operated in Florida in Orange and Sumter Counties as Rural/Metro Ambulance dating back to 1984 until Rural Metro Corporation was	No – If awarded COPCN, will proceed with meeting requirements



Palm Beach County
Department of Public Safety
Office of Emergency Medical Services
Special Secondary COPCN Summary Report

Requirement	Verification	Met Requirements
<p>providing the full continuum of patient care from call initiation, during patient transport, and through to final patient transfer to hospital or other final destination. This is not a personal reference for the agency but how the agency had provided ALS or BLS services in the past.</p> <p>Applicants for Special Secondary Service Provider COPCNs who meet the staff experience requirement set forth herein, but that do not have a summary history of performance providing ALS Services, are eligible for a conditional COPCN.</p>	<p>officially acquired by AMR on October 28, 2015. Since Rural/Metro Fire was a separate division from Rural/Metro Ambulance, they do not have a history of providing ALS or BLS services in the State of Florida. Therefore; according to the PBC Municipal Code Section 13-22, Rural/Metro Fire is eligible for a six (6) month conditional COPCN.</p>	
<p>(15) Proof of satisfactory completion of all federal, state, and/or local agency vehicle and staff inspections for the last six (6) years including copies of all deficiency reports. Current COPCN holders need not provide vehicle and staff inspections performed by the Palm Beach County Office of EMS (except deficiencies reports).</p>	<p>There are no past records of Federal, State, or local vehicle or staff inspections. Once Rural/Metro Fire is granted their COPCN and State license, they will be subject to yearly inspections as stated in the PBC Municipal Code Section 13-26.</p>	<p>No - If awarded COPCN will proceed with meeting requirements</p>
<p>(16) Records substantiating the implementation of a formal quality assurance system consistent with Florida Statute Section 401.265 and Rule 64J-1.004(3b), Florida Administrative Code, as may be amended.</p>	<p>Rural/Metro Fire provided a letter signed by their Medical Director, Fire Chief, and EMS Chief, stating they have a quality assurance program and will meet semiannually with all department paramedics, leadership, and the medical director to discuss run reports, protocols and other topics regarding QA/QI.</p>	<p>Yes</p>
<p>(17) A memorandum of understanding for radio communications that is executed between the applicant and Palm Beach County. (PBC Facilities Development and Operations Dept.)</p>	<p>Memorandum of Understanding for radio communications was executed between Rural/Metro Fire and Palm Beach County on May 5, 2020 and valid through May 4, 2025. There are two (2) renewal options, each for a term of five (5) years.</p>	<p>Yes</p>



**Palm Beach County
Department of Public Safety
Office of Emergency Medical Services
Special Secondary COPCN Summary Report**

Requirement	Verification	Met Requirements
(18) The applicant must provide a certified letter from the COPCN Holder's Chief Executive Operating Officer or Fire Chief that the applicant has met all applicable federal, state, and local requirements pertaining to the delivery of EMS.	Rural/Metro Fire Chief Mark Liebl provided a letter stating they are in full compliance of meeting all applicable federal, state, and local requirements pertaining to the delivery of EMS.	Yes
(19) A non-refundable application fee in the amount of five hundred dollars (\$500.00) made payable to: "Palm Beach County Board of County Commissioners.	A \$500.00 check received 11/12/21	Yes

Staff Recommendations

The Department of Public Safety, Division of Emergency Management (DEM) has reviewed Rural/Metro Fire's application and recommends approval of a Special Secondary Service ALS Provider - Non-Transport COPCN with conditions for Sikorsky Aircraft Corporation.

Rural/Metro Fire has not previously provided ALS services but has employees on staff with ALS service experience. The EMS Ordinance authorizes a conditional COPCN process for companies with ALS experienced staff but lacking entity performance history. A conditional COPCN is approved for an initial six month term and continued thereafter until termination of the contract with the community/entity if the conditions of the COPCN are satisfied. The conditions established by the EMS Ordinance are; 1) confirmation from the Primary ALS Provider that ALS services were satisfactorily performed during the initial six month term, and 2) documentation of entity implementation of a formal quality assurance program including at least 3 quality assurance meetings with invitation to the Primary ALS Provider. If the conditions are not satisfied, the COPCN will be suspended by the Administrator and is subject to permanent revocation by the Board.



**PALM BEACH COUNTY DEPARTMENT
OF PUBLIC SAFETY
OFFICE OF EMERGENCY MEDICAL SERVICES**



**APPLICATION FOR SPECIAL SECONDARY SERVICE PROVIDER
CERTIFICATE OF PUBLIC CONVENIENCE AND NECESSITY
(COPCN)**

Section 1: (Check one)

☒ Applying for **new** Special Secondary Service Provider Certificate of Public Convenience and Necessity (COPCN)

☐ Applying for **renewal** Special Secondary Service Provider Certificate of Public Convenience and Necessity (COPCN)

Special Secondary Service Provider COPCN term from _____ to _____

SPECIAL SECONDARY SERVICE PROVIDER Provides non-transport initial ALS services pursuant to a contract with a community/business association as indicated on the COPCN until the Primary COPCN Provider arrives. A Special Secondary Service Provider must obtain a COPCN for each such community/business and are issued for a term that terminates automatically upon the termination or expiration of the COPCN holder's contract for service with the community/business association, or upon notice from the community/business association.

Special Secondary Service Provider COPCN experience does not meet the criteria to establish the necessary ALS or BLS experience since patient care is transferred to the Primary Provider, no transportation is provided, and Special Secondary Service Provider's do not provide patient care during transport

Section 2: AGENCY INFORMATION

Name of agency Rural/Metro Fire Dept., Inc.

Mailing address Attn: Specialty Fire Division, 8465 N. Pima Rd., Scottsdale, AZ 85258

Base station address 17900 Beeline Highway, Jupiter, FL 33478

Phone # 561-775-5460

Agency is public sector _____ private sector X

Note: The name of the service that is placed on the "Name of agency" line must be identical to the name listed on your COPCN

Chief's / Manager's / Owner's name Douglas A. Dyer, Fire Chief / Allen Ward, Regional Director / Michael Ragone, Chief Emergency Preparedness

Medical Director's name Joe A. Nelson

Medical Director's business address 2500 NW 29th Manor, Pompano Beach, FL 33069

Medical Director's Medical License# OS4291 Exp. Date 3/31/2020

If applicant is a private sector agency, provide a list of all owner(s), officers, directors, primary shareholders. Include each person's position/interest, and business address. (Please attach separate list referencing question #7.)

Section 3: ATTACHMENTS REQUIRED

Applicants shall submit the application for COPCN as set forth in the Palm Beach County Code of Laws and Ordinances and satisfy all requirements therein, and in addition, applicants shall also provide satisfactory completion of the following requirements. **Please be sure to include with the Application, as separately numbered Attachments in a three (3) ring binder, the following:**

1. Describe the need and area(s) or zone(s) for the proposed service to be covered by your agency. You must submit copies of any municipal resolution(s), contractual agreements, and Community Association contracts allowing your agency to provide medical response services to any municipality or community.
2. The affected Community Association must submit a letter of request prepared and signed by an authorized representative indicating the dates of service coinciding with the effective date and the expiration date of the contract between the Community Association and the applicant. The expiration date may be amended upon renewal of the contract by submitting an updated letter of request to the administrator. The Community Association shall notify the administrator of an early termination, or of an extension of the contract.
3. A memorandum of understanding that is executed between the applicant and the Primary COPCN Holder.
4. Medical Protocols approved by the Primary COPCN Holder's Medical Director for the applicable Area.
5. Copy of current State Emergency Medical Services (EMS) license(s) and/or current COPCN, if any.
6. Copy of profile sheet(s) relating to current Florida State license(s), if any, or the equivalent information sheet listing all of the agency's vehicles, if any. In order to maintain an acceptable level of service response time, all applicants must have a sufficient number of ALS vehicles available for response which number will vary based

on the area of assignment. In no event shall any COPCN holder have less than one ALS unit and one ALS vehicle fully staffed, operationally available, and in series at all times ready for simultaneous response to calls. The COPCN holder must also have one ALS spare unit fully equipped in the event that their primary ALS unit is not in service. It is the intent of this provision that each COPCN holder is responsible to have sufficient ALS units on hand as necessary to demonstrate ability to ensure continuity of operations.

7. Personnel roster. Personnel must meet all requirements of certification and training referred to in 64J-1.020, Florida Administrative Code ("F.A.C."). The applicant must have at least one (1) supervisory or higher level employee who possesses a minimum of three (3) years of experience in pre-hospital ALS Services
8. Insurance verification. A copy of an insurance policy, a self insurance policy, or a Certificate of Insurance is acceptable, so long as the agency meets the minimum insurance limits as required by Section 64J-1.014(a), F.A.C. There must be a 30-day cancellation notice and **Palm Beach County shall be shown as the certificate holder with a mailing address of 301 N. Olive Ave, West Palm Beach, FL 33401.**
9. The Medical Director must be a Florida licensed physician. Provide a copy of a fully executed contract or agreement. Include copies of current DEA and Florida Physician's License. Must meet requirements of 64J-1.004, F.A.C.
10. A letter from your Medical Director stating your agency has adopted the minimum standard, pre-hospital treatment/transport protocols.
11. A letter from your Medical Director stating your agency has adopted the countywide approved Trauma Transport Protocols, as approved by the Palm Beach County EMS Council.
12. The financial information of the applicant to ensure financial ability to provide and continue to provide service to the area. Such financial information shall include copies of the applicant's past two (2) Medicare audits if any. Privately held entities must provide copies of the past three (3) years of audited financial statements of the company and its parent company or holding company, if any. Government entities must provide the past three (3) years Comprehensive Annual Financial Reports via hard copy, or electronically. For purposes of this application, a parent company or holding company shall mean any person, corporation or company holding, owning or in control of more than ten (10) percent stock or financial interest of another person, corporation or company.
13. Copy of proposed rate structure, if any.
14. Except for current COPCN holders, a summary history of applicant's emergency services performance record, which provides proof that at the time of application, the applicant has demonstrated experience providing ALS or BLS services. Experience providing ALS or BLS services must include experience providing the full continuum of patient care from call initiation, during patient transport and through to final patient transfer to hospital or other final destination. This is not a personal reference for the agency but how the agency had provided ALS or BLS services in the past.

Applicants for Special Secondary Service Provider COPCNs who meet the staff experience requirement set forth herein, but that do not have a summary history of performance providing ALS Services, are eligible for a conditional COPCN.

The COPCN shall be issued and after six months, the COPCN holder shall deliver a report to the Department with a summary history of the COPCN holder's performance record demonstrating that Applicant successfully provided ALS services during the initial six (6) months of operation and accompanied by a letter from the Primary Provider attesting that the COPCN holder has performed satisfactorily to the knowledge of the Primary Provider. Additionally, the COPCN holder shall provide records substantiating the implementation of a formal quality assurance system and that at least three (3) formal, quality assurance meetings having taken place during the initial six (6) months of operation. The Primary Provider is required to be invited to participate in the quality assurance meetings.

Upon review of the required documentation, the administrator will determine if the conditions have been satisfied. Special Secondary Service Providers who satisfy the conditions shall be issued a letter acknowledging satisfaction and removal of the conditions of the COPCN. In that event the COPCN shall remain in effect until the contract with the Community Association expires or terminates.

If the administrator determines the conditions have not been satisfied, then the COPCN holder shall be in violation of the EMS Ordinance and the COPCN shall be subject to immediate suspension by the administrator and revocation by the Board of County Commissioners (BCC). The administrator may permit an additional thirty (30) days to satisfy conditions if the Applicant has demonstrated good faith efforts towards satisfaction of the conditions.

Except as expressly modified herein, COPCN holders with conditions are subject to the requirements of the EMS Ordinance and all Rules and Regulations of the BCC and nothing herein shall be construed as a limitation, waiver or relinquishment of any right, remedy, or enforcement power authorized by law, or the EMS Ordinance, or the Rules and Regulations.

15. Proof of satisfactory completion of all federal, state, and/or local agency vehicle and staff inspections for the last six (6) years including copies of all deficiency reports. Current COPCN holders need not provide vehicle and staff inspections performed by the Palm Beach County Office of EMS (except deficiencies reports).
16. Records substantiating the implementation of a formal quality assurance system consistent with Florida Statute Section 401.265 and Rule 64J-1.004(3b), Florida Administrative Code, as may be amended.
17. A memorandum of understanding for radio communications that is executed between the applicant and Palm Beach County. (PBC Facilities Development and Operations Dept.)
18. The applicant must provide a certified letter from the COPCN Holder's Chief Executive Operating Office or Fire Chief that the applicant has met all applicable federal, state and local requirements pertaining to the delivery of EMS.

SECTION 4: AUTHORIZED SIGNATURE

I, the undersigned representative of the applicant Agency, do hereby attest that said Agency meets all the requirements of Palm Beach County Emergency Medical Services (EMS) Ordinance, as codified in the Palm Beach County Code of Laws and Ordinances, and any accompanying Rules and Regulations of the Department of Public Safety Emergency Medical Services Section, as well as all the requirements for the operation of an emergency service as provided for in F.S., Chapter 401, Part III, and Chapter 64J, Florida Administrative Code.

I, the undersigned representative of the above applicant Agency, further attest that this Agency is in compliance with the State of Florida EMS Communications Plan.

I, the undersigned representative of the applicant Agency, acknowledge that any discrepancies discovered by the PBC EMS staff during the annual mandatory inspections may subject my Agency and its representatives to corrective action and possible penalty as provided for by Florida law and applicable Rule. Further, I understand that an annual vehicle inspection permit-fee of one hundred fifty dollars (\$150.00) per-vehicle shall be paid for any EMS vehicle or ambulance utilized in Palm Beach County.

I, the undersigned authorized representative of the above applicant Agency further acknowledge that, to the best of my knowledge, all statements on this application and the included attachments in support of the application are true and correct.

Michael Ragone Chief, Fire & Federal Services

Printed / Typed Name of Agency Representative

DocuSigned by:
Michael Ragone
DFEFAACED5C7473... Signature

5/22/2020

Date

~~STATE OF FLORIDA~~ COLORADO
~~COUNTY OF PALM BEACH~~ PALM BEACH

The foregoing Application was acknowledged before me this 22nd day of May, 2020, by Michael Ragone, who is personally known to me or who has produced _____, as identification and who did take an oath.

DocuSigned by:
Aileen C. Daproza
Signature 7B77F4ED...

Notary Seal:

AILEEN C. DAPROZA
NOTARY PUBLIC
STATE OF COLORADO
Notary ID: 20024021438
My commission expires 7/22/2022

FIRE AND EMERGENCY MEDICAL SERVICE AGREEMENT

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SIKORSKY FIRE AND EMERGENCY MEDICAL SERVICES COMPANY PRIVATE |

SAC INITIALS JS

SUPPLIER INITIALS ^{DS}
EVA

FIRE AND EMERGENCY MEDICAL SERVICE AGREEMENT

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SIKORSKY FIRE AND EMERGENCY MEDICAL SERVICES COMPANY PRIVATE |

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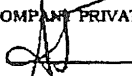
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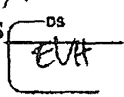
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SIKORSKY FIRE AND EMERGENCY MEDICAL SERVICES COMPANY PRIVATE |

SAC INITIALS 

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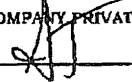
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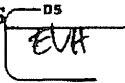
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Fire and Emergency Medical Service Agreement

THIS FIRE AND EMERGENCY MEDICAL SERVICE AGREEMENT is made and effective on August 1, 2018 through July 31, 2023 by and between SIKORSKY AIRCRAFT CORPORATION, a corporation organized and existing under the laws of the state of Delaware, with an office and place of business at Stratford, Connecticut (hereinafter referred to as "SIKORSKY") and RURAL/METRO FIRE DEPT., INC., a corporation organized and existing under the laws of the state of Arizona with an office and place of business at Pataskala, Ohio (hereinafter referred to as "RURAL/METRO").

PREAMBLE:

WHEREAS, SIKORSKY and RURAL/METRO are parties to a Fire and Emergency Medical Service Agreement dated October 1, 2000, and April 1, 2013 as amended;

WHEREAS, this Agreement shall supersede, in its entirety, and shall take the place of the April 1, 2013, Fire and Emergency Medical Service Agreement between the parties;

WHEREAS, SIKORSKY is a manufacturer operating certain industrial plants and other facilities in which it is necessary to maintain Fire and Emergency operation, and wishes to purchase Fire and Emergency services from RURAL/METRO at those premises described in Attachment B: Job Descriptions;

WHEREAS, RURAL/METRO is engaged in the business of providing professional fire and emergency medical services; and

WHEREAS, RURAL/METRO is able to provide such service on a nationwide basis and now desires to supply it to SIKORSKY for the aforementioned locations.

NOW, THEREFORE, In consideration of the premises and of the mutual promises of each party to the other herein contained, it is hereby mutually agreed as follows:

1. DEFINITIONS

Unless otherwise provided herein, as used throughout this Agreement, the following terms shall have the meanings set forth below:

1.1 "Agreement"

"Agreement" shall mean this Fire and Emergency Medical Services Agreement between SIKORSKY/LOCKHEED MARTIN and RURAL/METRO, including all attachments and Exhibits hereto, as amended from time to time.

1.2 "Confidential Information"

"Confidential Information" shall mean:

- (a) as to either Party, all technical information, materials, data, reports, programs, documentation, diagrams, ideas, concepts, techniques, processes, inventions, knowledge, know-how, and trade secrets, whether in tangible or intangible form, whether disclosed or conveyed by visits to a Party's

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facilities, whether or not marked or otherwise identified as confidential, and whether in written form or readable by machine, or disclosed orally, developed or acquired by such Party;

- (b) as to either Party, all information and data relating to such Party's practices, customers, products, business, management information services, costs, or margins that is not generally known by others in the same line of business;
- (c) as to either Party, any information that such Party identifies to the other as confidential by a stamp or other similar notice;
- (d) as to either Party, this Agreement, any Attachments, Exhibits and Work Products; and
- (e) as to either Party, all other information relating to such Party that a reasonably prudent person would expect not to be made available to third parties without restriction or payment.

1.3 "EDI"

"EDI" shall mean Electronic Data Interchange.

1.4 "EFT"

"EFT" shall mean Electronic Fund Transfer.

1.5 "Facility"

"Facility" shall mean any land, buildings, structure, plant, and improvements owned, leased or utilized by SIKORSKY within the United States of America and Canada, at the locations provided in Statement of Service ("Attachment A") that SIKORSKY wish RURAL/METRO to provide the Fire and Emergency service.

1.6 "Fees"

"Fees" shall mean the fees payable by SIKORSKY to RURAL/METRO hereunder in consideration of RURAL/METRO's provision of the Services as provided in Section 4.

1.7 "Force Majeure Event"

"Force Majeure Event" shall mean a cause beyond the reasonable control of a non-performing Party, including but not limited to acts of God, act of governmental body or military authority, fire, explosion, power failure, flood, epidemic, riot or civil disturbance, war, sabotage, accidents, insurrections, blockades, embargoes, storms, labor disputes, earthquakes, elements of nature, terrorism, rebellions or revolutions in the United States and Canada.

1.8 "Government Approvals"

"Government Approvals" shall mean such permits, waivers, approvals or consents as are required, under applicable laws and regulations, in connection with the consummation of a particular agreement, event or transaction.

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1.9 "Initial Term"

"Initial Term" is as defined in Section 5 of the Agreement.

1.10 "Material and Equipment"

"Material and Equipment" shall mean all equipment, material, furniture, plant, components, assemblies, supplies, fixtures and all other property, which are bailed, leased, owned or used by RURAL/METRO in performing this Agreement.

1.11 "Minority and Women-Owned Business Contracts"

"Minority-Owned Business Enterprises" shall mean businesses owned and controlled by racial and/or ethnic minorities such as African Americans; Hispanic Americans; Native Americans; Asian Pacific Americans; Asian Indian Americans; or any other group classified as minority by the U.S. Small Business Administration.

1.12 "Party"

"Party" shall mean SIKORSKY or RURAL/METRO; "Parties" shall mean both of them.

1.13 "Person"

"Person" shall mean any natural person, corporation, Limited Liability Company, limited liability partnership, general partnership, limited partnership, trust, association, governmental organization or agency, or other legal person or legally constituted entity of any kind.

1.14 "Contract Manager"

"Contract Manager" shall mean the individual who is so designated in Schedule 2.4 hereto, and any subsequent holder of that position designated and approved (if necessary) under the terms and conditions of this Agreement.

1.15 "Property"

"Property" shall mean money and all other tangible or intangible property of any kind, whether real or personal, or intellectual property, owned, leased, possessed, or used by SIKORSKY, or its employees, agents and invitees.

1.16 "Rate Schedule"

"Rate Schedule" shall mean the rates specified in Statement of Service or any amendment mutually agreed by SIKORSKY and RURAL/METRO.

1.17 "Renewal Term"

"Renewal Term" is as defined in Section 5 of the Agreement.

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1.18 "Fire and Emergency Medical Personnel"

"Fire and Emergency Medical Personnel" shall mean all employees or agents of RURAL/METRO, including Fire Chief, Captains, Firefighters and Fire Inspector who are assigned to provide the services contemplated under this Agreement.

1.19 "Service"

"Service" shall mean the provisioning of comprehensive crash/rescue, structural fire fighting, fire prevention and emergency medical services in compliance with DoD, NFPA, Sikorsky and Sikorsky's parent company, Lockheed Martin, policies and procedures as specified in Attachment A..

1.20 "Signing Date"

"Signing Date" shall mean the date that this Agreement is signed by SIKORSKY and RURAL/METRO.

1.21 "Term"

"Term" shall mean the period during which RURAL/METRO shall be obligated to provide the Services, as specified in Section 5.

1.22 "Termination Notice"

"Termination Notice" shall mean any written notice sent by one party to the other, indicating the desire to terminate the Agreement.

1.23 "Sikorsky Auditors"

"Sikorsky Auditors" shall mean Price Waterhouse Coopers, or such replacement auditors as shall be designated by SIKORSKY from time to time in its sole discretion.

1.24 "Sikorsky Fire and Emergency Manager"

"Sikorsky Fire and Emergency Manager" shall mean the individual who is so designated by SIKORSKY and any subsequent holder of that position designated by SIKORSKY.

1.25 "Vehicle(s)"

"Vehicle(s)" shall mean any vehicles supplied by SIKORSKY to RURAL/METRO for performance of Service under this Agreement.

2. SERVICES

2.1 Definition, Agreement to Perform Services

As used herein, "Services" shall mean all of the tasks and services described in Attachment A. RURAL/METRO promises and agrees to perform all of the Services, for the benefit of SIKORSKY.

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2.2 Statement of Service (Facilities, Posts, Hours and Supervisory Level)

On the effective date of this Agreement, and at all times thereafter during the Term, except as otherwise expressly stated herein, and subject to the qualifications, limitations, and exclusions expressed elsewhere in this Agreement, RURAL/METRO shall perform all of the tasks and provide SIKORSKY with all of the Services described in or contemplated by the Statement of Service attached as Attachment A hereto (Statement of Service).

2.2.1 Change of Scope

SIKORSKY and RURAL/METRO agree to discuss in good faith the changes or amendments to the scope of Statement of Service when either party deems it necessary for its business.

2.3 Personnel

RURAL/METRO agrees to furnish promptly to SIKORSKY and maintain a sufficient number of competent, experienced, licensed and qualified Fire and Emergency Medical Personnel as specified in Attachment A - Statement of Service.

2.3.1 Right to Accept and Reject

RURAL/METRO agrees to assign to duty at the Sikorsky West Palm Beach facility only Fire and Emergency Medical Personnel acceptable to SIKORSKY. SIKORSKY reserves the right to review the qualifications of and reject RURAL/METRO personnel prior to assignment. Furthermore, SIKORSKY has the right to have RURAL/METRO remove an individual working at the SIKORSKY West Palm Beach facility if the employee is deemed detrimental to SIKORSKY safety or moral.

2.3.2 Duty to Investigate

All RURAL/METRO Fire and Emergency Medical Personnel performing services pursuant to this Agreement shall have completed a background investigation prior to assignment. Background investigations shall be completed by RURAL/METRO.

2.3.3 Uniforms

RURAL/METRO shall provide uniforms for Fire and Emergency Medical Personnel assigned by this Agreement, and will ensure they project a professional image, are cleaned regularly, and are tailored properly.

2.3.4 Training

RURAL/METRO shall be responsible for initial and follow-on training of its personnel assigned to perform services under this Agreement. RURAL/METRO agrees to implement an initial and an ongoing training program to assure that all RURAL/METRO personnel are trained in accordance with the Statement of Work.

2.3.5 Attendance of Facilities

Facilities shall be staffed at all times as required in Attachment A. No assignment is to be unattended. Coverage shall be provided for all planned and unplanned absences, breaks and meal times by RURAL/METRO Personnel that meet or exceed the job description requirements. In the event that coverage is provided by Fire and Emergency Medical Personnel working overtime, the cost of such overtime will

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be assumed by RURAL/METRO. If the coverage is required by SIKORSKY over and above the normal and customary scheduled shift times, or scheduled for weekends or recognized holidays, overtime will be charged to SIKORSKY.

2.4 Job Description

The Service supplied by RURAL/METRO shall be performed by Fire and Emergency Medical Personnel whose duties and responsibilities shall be specified in Attachment B.

2.5 Applicable Rules/Procedures

RURAL/METRO, in the performance of its services shall comply with the following rules, procedures, etc.

1. National Fire Protection Association Fire Codes 1001, 1002, 1003, 1021, 1031, 1033, 1041;
2. DCMA 8210, NAS 3306 Rev 3, Navair 80R14;
3. Sikorsky Procedures: Pr: 01-02-003, Response to Helicopter Mishaps; and The West Palm Beach addendum to such procedure; and
4. Sikorsky Flight Test and Operating Procedures (FTOP) (Supplement to DCMA 8201.0, approved by DCMA).

2.6 Performance Measurements (Performance Incentive)

SIKORSKY will measure the RURAL/METRO performance to the specifications of this Agreement via the "Training Plan Performance Report", as specified in Attachment D. Such reports will be sent to the SIKORSKY Stratford Fire Chief. Competencies will be based on a combination of NFPA standards and DoD regulations/Instructions. A score which exceeds 80% will be deemed satisfactory. A score less than 80% will require management attention by both RURAL/METRO and SIKORSKY whereby RURAL/METRO will be required to present a formal action plan to SIKORSKY detailing proposed measures RURAL/METRO intends to take to bring their performance levels to the above noted levels.

2.7 Fire and Emergency Medical Personnel Access to and/or Use of SIKORSKY Facilities

2.7.1 Entrance

Fire and Emergency Medical Personnel will enter and leave all Sikorsky facilities via designated entrances. RURAL/METRO will adhere to required security procedures to obtain identification badges.

2.7.2 Badge

RURAL/METRO agrees to provide SIKORSKY the names, social security numbers and proof of citizenship of Fire and Emergency Medical Personnel prior to their reporting to work on Facilities. All such employees will be provided a SIKORSKY badge, which they must prominently display while on Facilities if required.

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2.7.3 Parking

Fire and Emergency Medical Personnel may park in available SIKORSKY lots in spaces not restricted for other use. Improperly parked cars may be towed away at the operator's expense. Difficulty in obtaining parking places will not constitute justification for late performance or for additional compensation.

2.7.4 Access to Places other than SIKORSKY Work Locations

RURAL/METRO will ensure that its Fire and Emergency Medical Personnel access only those areas required or necessary for the performance of the Services under this Agreement.

2.7.5 Participation in Social Activities

RURAL/METRO will ensure that its Fire and Emergency Medical Personnel will not participate in recreation or social activities, education courses, seminars, internal award programs, library privileges and other benefits and facilities provided for SIKORSKY employees, except for those on-site programs that provide beneficial training in support of RURAL/METRO's performance requirements at SIKORSKY.

2.7.6 Use of Telephone

RURAL/METRO will ensure that Fire and Emergency Medical Personnel use SIKORSKY telephones only for SIKORSKY business purposes. RURAL/METRO will reimburse SIKORSKY for any unauthorized calls.

2.7.7 Use of Sikorsky Information System Network

Fire and Emergency Medical Personnel may not send or receive personal mail on Facilities or use SIKORSKY information system networks for other than SIKORSKY business purposes.

2.7.8 Access of SIKORSKY Documents

Fire and Emergency Medical Personnel shall not have access to SIKORSKY documents such as telephone directories and organization charts unless such access is required to perform services under this Agreement. RURAL/METRO will ensure that Fire and Emergency Medical Personnel do not provide such documents to others and will return them to SIKORSKY at the completion of services for which they were required.

2.7.9 Prohibition of Weapons and Recording Equipment

RURAL/METRO will ensure that Fire and Emergency Medical Personnel will not bring onto Facilities weapons of any sort, cameras, recording equipment, radios, or any other equipment not specifically authorized by SIKORSKY.

2.7.10 Business Attire

RURAL/METRO will ensure that Fire and Emergency Medical Personnel wear appropriate business attire unless otherwise specified in the Statement of Services.

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2.7.11 Smoking Guideline

Fire and Emergency Medical Personnel will follow Sikorsky current smoking guidelines for the specified Facilities.

2.7.12 Notification of Termination or Resignation of Fire and Emergency Medical Personnel

RURAL/METRO will notify SIKORSKY immediately of the termination or resignation of any of Fire and Emergency Medical Personnel assigned to work on Facilities and return their badge.

2.7.13 Non-Interview on Facilities

RURAL/METRO will not conduct interviews, hiring, dismissals, or the like of any current SIKORSKY employees on SIKORSKY Facilities, unless prior arrangements have been agreed by SIKORSKY, Stratford Fire Chief.

2.8 Non-Exclusivity

Nothing herein shall prevent SIKORSKY from obtaining any type of Services or any other services, from itself or any other provider during the Term, in the event that RURAL/METRO is unable to furnish such service.

3. MATERIALS AND EQUIPMENT

Except provided in Section 3.1, RURAL/METRO shall provide all materials and equipment necessary for the performance of Services.

3.1 Vehicles

SIKORSKY will supply motor vehicles for use by RURAL/METRO in performance of this Agreement. RURAL/METRO shall be responsible for all property damage (including damage to the vehicles themselves), personal injuries and liabilities resulting from their operation, maintenance and use of SIKORSKY vehicles. SIKORSKY shall be responsible for maintenance of such vehicles subject to RURAL/METRO providing SIKORSKY with notice of the need for maintenance. All safety devices and equipment, i.e., pumps, brake lights, emergency-warning flashers, and lights are to be maintained in good working condition. RURAL/METRO will also repair visible dents, damage and scraps that adversely affect the vehicle appearance.

3.2 Title to Materials and Equipment

All materials and equipment furnished by SIKORSKY and all materials and equipment the cost of which shall be reimbursed by SIKORSKY to RURAL/METRO hereunder are to be and remain the sole property of SIKORSKY. Such non-consumable materials and equipment shall be returned to SIKORSKY within thirty (30) days after the termination of this Agreement.

3.3 Title to the Work Products

All reports, materials and other writings developed by RURAL/METRO in connection with the services performed hereunder shall be the sole property of SIKORSKY and are to be delivered to SIKORSKY within ninety (90) days after the termination of this Agreement, unless otherwise delivered earlier.

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3.4 EDI

All invoicing will be conducted via mailed invoices and paper checks to the appropriate relative addresses.

3.5 EFT

RURAL/METRO agrees to receive payment from SIKORSKY through EFT or mailed payments.

4. FINANCIAL TERMS

4.1 Agreement Price

As the sole and entire financial consideration for all of the Services to be performed by RURAL/METRO and for all of the other obligations of RURAL/METRO under this Agreement, SIKORSKY shall pay to RURAL/METRO the amounts set forth in this Agreement, including those set forth in this Section 4.

4.1.1 Rate Schedule

RURAL/METRO agrees to provide SIKORSKY Services as described in this Agreement at the prices or rates as listed in Attachment A, or as mutually amended by both parties upon written agreement ("Rate Schedule"). Rate Schedule shall be part of this Agreement. Each Rate Schedule shall be deemed to have incorporated therein all the terms and conditions of this Agreement, and may contain such additional terms and conditions as the parties shall mutually agree upon. In the event of any conflict between the terms and conditions of this Agreement and the terms and conditions of any Rate Schedule, the terms and conditions of this Agreement shall govern and control.

4.1.2 Effectiveness of Rates

The rates in Attachment A shall remain in effect during the term of this Agreement, unless modified in writing by the parties hereto. Should SIKORSKY choose to renew this contract automatically for the option years prior to ninety (90) days before the expiration of this term, the rate increase would be held to a percentage increase equal to the Consumer Price Index adjustment as it is published by the U.S. Government.

4.2 Payment Date

Price for Services rendered shall become payable upon RURAL/METRO's completion of the respective services required under this Agreement and net thirty (30) days from the date of invoice.

4.3 Invoices

RURAL/METRO shall prepare invoices for services performed at the SIKORSKY location pursuant to this Agreement. Invoices shall be submitted monthly for services satisfactorily performed during the previous month. RURAL/METRO's invoice shall be itemized to include the appropriate detail of charges including but not limited to the following:

- (a) Positions and hours worked;
- (b) SIKORSKY division;

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- (c) Applicable billing rate;
- (d) Itemized overtime identifying purpose and SIKORSKY authorizer;
- (e) Period billed; and
- (f) All applicable taxes.

4.4 Method of Payment

The payment may be made either through EFT or through the mailing, via United States mail, by SIKORSKY.

4.5 Taxes

4.5.1 Sales Taxes Included

All fees payable by SIKORSKY to RURAL/METRO hereunder shall be inclusive of all taxes imposed as of the time Service starts to be furnished by any domestic or foreign taxing authority in respect of the provision of the Services hereunder, including any sales, use, excise, value added, services, consumption or other tax (collectively, "Sales Taxes"). SIKORSKY shall not be responsible for, and such fees shall not include, any personal property taxes on property RURAL/METRO owns or leases, for franchise and privilege taxes on RURAL/METRO business, gross receipts taxes to which RURAL/METRO is subject and for income taxes based on RURAL/METRO net income.

4.5.2 Property Taxes

All property or similar taxes with respect to any tangible or intangible property shall be the responsibility of the Party that is the owner or lessee of such property during the period or portion of the period in respect of which such taxes are assessed.

4.5.3 Cooperation

The Parties agree to cooperate with each other to enable each to more accurately determine its own tax liability and to minimize such liability to the extent legally permissible.

4.6 Minimum payment to Fire and Emergency Medical Personnel

RURAL/METRO agrees to pay Fire and Emergency Medical Personnel not less than the minimum monetary wages and fringe benefits as may be required by federal, state, local law or contract. RURAL/METRO shall pay to Fire and Emergency Medical Personnel subject to the Fair Labor Standards Act ("FLSA") all wages due free and clear and without subsequent deduction, except as otherwise required by law or regulation.

4.7 Overtime

No services shall be performed hereunder on an overtime basis without prior approval of SIKORSKY, Stratford Fire Chief. Authorized overtime shall be billed at the overtime rates set forth in Attachment A. Overtime required to be worked to provide coverage for absences is not billable to SIKORSKY. SIKORSKY will pay RURAL/METRO the overtime rate for hours worked on the following holidays:

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- (a) New Year's Day,
- (b) Memorial Day
- (c) Independence Day
- (d) Labor Day,
- (e) Thanksgiving Day, and
- (f) Christmas Day.

5. TERM, TERMINATION**5.1 Initial Term; Renewals**

The period during which RURAL/METRO shall be obligated to provide the Services under this Agreement (the "Term") shall continue upon signing and shall end five years thereafter (the "Initial Term"). At the end of Initial Term, SIKORSKY has the option to extend the Term for successive renewal periods, under terms to be negotiated no later than ninety (90) days prior to the expiration of the existing Term or by providing written notice delivered to RURAL/METRO at least ninety (90) days before the end of the then-current Term.

5.2 Termination for Force Majeure Event

If a delay or interruption of performance by RURAL/METRO resulting from its experiencing a Force Majeure Event exceeds seven (7) days, then SIKORSKY may terminate the Term, by delivering to RURAL/METRO a Termination Notice and the termination will be effective on the 10th day thereafter. In the event of such a termination, RURAL/METRO shall perform its Disentanglement obligations hereunder until they are fulfilled or released by SIKORSKY. SIKORSKY shall not be required to pay RURAL/METRO any termination fee, exit fee or lost profits if SIKORSKY terminates the Term on the basis of a Force Majeure Event.

6. REPRESENTATIONS, WARRANTIES AND COVENANTS**6.1 Supplier Code of Conduct**

RURAL/METRO and its employees used by RURAL/METRO in the performance of services hereunder will comply with LOCKHEED MARTIN "Supplier Code of Conduct" and shall not, directly or indirectly, wrongfully solicit, obtain or use on behalf of LOCKHEED MARTIN or wrongfully disclose to LOCKHEED MARTIN, any information of any other person, association, firm, corporation, government or other entity, including information which is a trade secret, confidential, proprietary, government classified, or government procurement sensitive (including documents identified prior to the award of a government contract as source selection information and any other information which offers or may offer LOCKHEED MARTIN an illegal or unfair competitive advantage).

6.2 Non-Solicitation

No entertainment, gift, gratuity, money, or anything of value shall be paid, offered, given or promised by RURAL/METRO or by its employees in the performance of services hereunder to, or be obtained or solicited by RURAL/METRO or by any such others from, directly or indirectly, any person, association, firm, corporation, government or other entity that is prohibited by SIKORSKY Code of Ethics, by applicable

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law and/or regulation, or by the policies of that association, firm, corporation, government or other entity.

6.3 Notification of Legal Action

Prior to the effective date hereof and throughout the term of this Agreement, RURAL/METRO shall promptly notify SIKORSKY in writing of any action, change or development which would make any representation, warranty, covenant or agreement in or furnished under or as a part of this Agreement untrue, inaccurate or incomplete in any respect.

7. EQUAL OPPORTUNITY

7.1 Non-Discrimination

RURAL/METRO will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their age, race, color, handicap, religion, sex, or national origin. Such action shall include but not be limited to the following: employment, upgrading, demotion, or transfer, recruitment or recruitment advertising, layoff or termination, rates of payment, other forms of compensation, selection for training, including apprenticeship.

7.2 Publicity of Non-Discrimination Policy

RURAL/METRO agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause. RURAL/METRO will, in all solicitations or advertisement for employees placed by or on behalf of RURAL/METRO state that all qualified applicants will receive consideration for employment without regard to age, race, color, handicap, religion, sex, or national origin. RURAL/METRO will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice advising the labor union or workers' representative of RURAL/METRO's commitments under this Equal Opportunity clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

8. NATIONAL DEFENSE INFORMATION

RURAL/METRO recognizes that SIKORSKY is engaged in the performance of contracts with the United States Government and that under such contracts SIKORSKY is required to meet various requirements as to the safeguarding and nondisclosure of information relating to the national defense. RURAL/METRO agrees, therefore, that RURAL/METRO and others used by RURAL/METRO in the furnishing of services hereunder shall comply strictly with all applicable laws, rules, regulations and requirements of the Government and of SIKORSKY with regard to such matters. RURAL/METRO further understands that failure to safeguard, or improper disclosure of, information relating to the national defense may subject RURAL/METRO or any such others used by RURAL/METRO to criminal liability under the laws of the United States, including Title 18 U.S.C., Sections 793 through 799, and Executive Orders No. 10865 dated February 20, 1960, as amended by Executive Orders No. 10909 and No. 11382, and modified by No. 12030; and No. 12065 dated June 28, 1978.

9. MISCELLANEOUS

9.1 Force Majeure Events

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If a Force Majeure Event is the material contributing cause of a Party's failure to perform any of its obligations hereunder, such obligations, after notification by such Party to SIKORSKY, shall be deemed suspended to the extent such obligations are directly affected by such Force Majeure Event, until the Force Majeure Event has ended and a reasonable period of time for overcoming the effects thereof has passed. Provided, however, that if a Force Majeure Event results in RURAL/METRO being unable to perform during any period any or all of the Services in accordance with the terms hereof, SIKORSKY shall: (i) not be required to pay for any such Services which RURAL/METRO is unable to perform; (ii) be entitled, without the payment of any fees, penalties and lost profits, to engage an alternate provider, on an interim basis, to perform the Services that RURAL/METRO is unable to perform as a result of the Force Majeure Event until such time as RURAL/METRO is able again to perform the Services in accordance with the terms hereof; (iii) have the right to terminate this Agreement in accordance with the terms of Section 5.2.3. Both Parties shall use their best efforts to minimize delays that occur due to a Force Majeure Event.

9.2 Notices to a Party

Except as expressly otherwise stated herein, all notices, requests, consents, approvals, or other communications provided for, or given under, this Agreement, shall be in writing, or electronically and shall be deemed to have been duly given to a Party if delivered personally, or transmitted by facsimile or electronically to such Party at its telecopier number set forth below (with the original sent by recognized overnight courier or first class mail to the Party at its address set forth below), or sent by first class mail or overnight courier to such Party at its address set forth below, or at such other telecopier number or address, as the case may be, as shall have been communicated in writing by such Party to SIKORSKY in accordance with this Section. All notices shall be deemed given when received in the case of personal delivery or delivery by mail or overnight courier, or when sent in the case of transmission by facsimile with a confirmation, if confirmed by copy sent by overnight courier within one (1) day of sending the facsimile.

Notices to SIKORSKY shall be addressed as follows:

Attention: Stratford Fire Chief
Sikorsky Aircraft Corporation
6900 Main Street, P.O. Box 9729
Stratford, CT 06615-9129
M/S S540A

With a copy to the attention of Sikorsky general counsel addressed as follows:

Attention: General Counsel
Sikorsky Aircraft Corporation
6900 Main Street, P.O. Box 9729
Stratford, CT 06615-129
M/S S104E

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Notices to RURAL/METRO shall be addressed as follows:

Attention: Specialty Fire Division
Rural/Metro Fire Dept., Inc.
4824 Central Park Blvd
Bradenton, FL 34211

With a copy to the attention of Rural/Metro general counsel addressed as follows:

Attention: Law Department
American Medical Response, Inc.
6363 S. Fiddler's Green Circle, Suite 1500
Greenwood Village, Colorado 8011

The Parties have executed this Agreement as of the Signing Date set forth above.

SIKORSKY AIRCRAFT CORPORATION

Amy M Johnson
Signature

Amy M Johnson
Printed Name

Director Supply Chain
Title

8-28-18
Date


RURAL/METRO FIRE DEPT., INC.

Edward Van Horne
Signature

Edward B. Van Horne
Printed Name

President and CEO
Title

8/28/2018
Date

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FIRE AND EMERGENCY MEDICAL SERVICE AGREEMENT

Attachment "A" Statement of Service

STATEMENT OF SERVICES

Provide a comprehensive, structural fire fighting, crash/rescue fire protection program and advanced life support paramedic emergency medical service in compliance with DCMA, State of Florida, and NFPA standards. Responsible for planning, developing, coordinating and implementing an effective and reasonable crash/rescue protection program to minimize the loss of life and property by fire in the event of a mishap. The primary objectives of the program will be to provide fully trained and qualified fire fighters to respond to aircraft accidents/incidents.

Sikorsky DFC, West Palm Beach, Florida

1. Work Schedule: Contractor will provide twenty-four (24) hour, seven (7) day per week coverage of the services at Sikorsky, West Palm Beach, Florida.
2. Staffing: Contractor will provide staffing for three (3) twenty-four (24) hour shifts. Each shift staffed with a minimum of six (6) qualified firefighters.
 - a. Contractor will provide staffing for three (3) twenty-four (24) hour shifts. Each shift will be staffed with a minimum of six (6) qualified firefighters, consisting of one (1) Fire Officer/Supervisor, one (1) firefighter/paramedic and four (4) firefighter/EMT's.
 - b. Flex Staffing - Under non-flight operations and holidays (no flight operations), staffing will be allowed to be reduced to a level of: one (1) Captain, one (1) firefighter/paramedic and three (3) firefighters.
 - c. A qualified Fire Chief, Assistant Fire Chief and Fire Marshall will be assigned and will work Monday through Friday. Core hours of work will be 8:00 A.M. to 5:00 P.M.

Stuart Training Area, Jupiter, Florida

1. Work Schedule: Contractor will provide sixteen (16) hours each day, Monday through Friday coverage of the requested services.
2. Staffing:
 - a. Contractor shall provide staffing for two (2) eight-hour shifts, 16 hours per day, Monday through Friday. Each shift will consist of one (1) Fire Officer/Supervisor and two (2) qualified firefighters.

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Rates and Charges

The following annual and monthly amounts will apply for the respective year:

Sikorsky DFC w/ALS Service (total of 21 FTEs)

Year	Annual Contract Amount	Monthly Contract Amount
Year 1 (Sep 18 - Aug 19)	\$2,719,992	\$226,660.00
Year 2 (Sep 19 - Aug 20)	\$2,801,600	\$233,466.67
Year 3 (Sep 20 - Aug 21)	\$2,885,650	\$240,470.83
Year 4 (Sep 21 - Aug 22)	\$2,972,220	\$247,685.00
Year 5 (Sep 22 - Aug 23)	\$3,061,390	\$255,115.83

Stuart Training Academy (total of 6 FTEs)

Year	Annual Contract Amount	Monthly Contract Amount
Year 1 (Sep 18 - Aug 19)	\$777,000	\$64,750.00
Year 2 (Sep 19 - Aug 20)	\$800,310	\$66,692.50
Year 3 (Sep 20 - Aug 21)	\$824,320	\$68,693.33
Year 4 (Sep 21 - Aug 22)	\$849,050	\$70,754.17
Year 5 (Sep 22 - Aug 23)	\$874,520	\$72,876.67

Combined Total (total of 27 FTEs)

Year	Annual Contract Amount	Monthly Contract Amount
Year 1 (Sep 18 - Aug 19)	\$3,496,992	\$291,416.00
Year 2 (Sep 19 - Aug 20)	\$3,601,910	\$300,159.17
Year 3 (Sep 20 - Aug 21)	\$3,709,970	\$309,164.17
Year 4 (Sep 21 - Aug 22)	\$3,821,270	\$318,439.17
Year 5 (Sep 22 - Aug 23)	\$3,935,910	\$327,992.50

The following annual salary for each job classification along with the billing rate for requested work which is not included in this agreement are indicated below:

Year 1 (Sep 18 - Aug 19)			
Position	Annual Salary	EE Hourly Rate	Billing Rate for additional hours
Firefighter with less than 1-year tenure (Probationary)	\$56,071.18	\$16.79	\$30.26
Firefighter with greater than 1-year tenure	\$66,458.57	\$19.90	\$34.82
Firefighter/Paramedic	\$71,485.00	\$21.40	\$37.45
Fire Inspector / Fire Lieutenant	\$78,442.20	\$23.49	\$40.74
Fire Captain	\$88,248.28	\$26.42	\$46.24

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Fire Inspector/Marshall	\$90,293.00	\$43.41	\$69.18
Assistant Chief	\$90,293.00	\$43.41	\$69.18
Fire Chief	\$111,386.26	\$53.55	\$85.35

Year 2 (Sep 19 - Aug 20)

Position	Annual Salary	EE Hourly Rate	Billing Rate for additional hours
Firefighter with less than 1-year tenure (Probationary)	\$57,753.32	\$17.29	\$31.17
Firefighter with greater than 1-year tenure	\$68,452.32	\$20.49	\$35.86
Firefighter/Paramedic	\$73,629.55	\$22.04	\$38.57
Fire Inspector / Fire Lieutenant	\$80,795.47	\$24.19	\$41.96
Fire Captain	\$90,895.73	\$27.21	\$47.62
Fire Inspector/Marshall	\$93,001.79	\$44.71	\$71.26
Assistant Chief	\$93,001.79	\$44.71	\$71.26
Fire Chief	\$114,727.85	\$55.16	\$87.91

Year 3 (Sep 20 - Aug 21)

Position	Annual Salary	EE Hourly Rate	Billing Rate for additional hours
Firefighter with less than 1-year tenure (Probationary)	\$59,485.92	\$17.81	\$32.10
Firefighter with greater than 1-year tenure	\$70,505.89	\$21.11	\$36.94
Firefighter/Paramedic	\$75,838.44	\$22.71	\$39.73
Fire Inspector / Fire Lieutenant	\$83,219.33	\$24.92	\$43.22
Fire Captain	\$93,622.60	\$28.03	\$49.05
Fire Inspector/Marshall	\$95,791.84	\$46.05	\$73.40
Assistant Chief	\$95,791.84	\$46.05	\$73.40
Fire Chief	\$118,169.68	\$56.81	\$90.54

Year 4 (Sep 21 - Aug 22)

Position	Annual Salary	EE Hourly Rate	Billing Rate for additional hours
Firefighter with less than 1-year tenure (Probationary)	\$61,270.49	\$18.34	\$33.06
Firefighter with greater than 1-year tenure	\$72,621.07	\$21.74	\$38.04
Firefighter/Paramedic	\$78,113.59	\$23.39	\$40.92
Fire Inspector / Fire Lieutenant	\$85,715.91	\$25.66	\$44.52
Fire Captain	\$96,431.28	\$28.87	\$50.52
Fire Inspector/Marshall	\$98,665.60	\$47.44	\$75.60
Assistant Chief	\$98,665.60	\$47.44	\$75.60
Fire Chief	\$121,714.77	\$58.52	\$93.26

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Year 5 (Sep 22 - Aug 23)			
Position	Annual Salary	EE Hourly Rate	Billing Rate for additional hours
Firefighter with less than 1-year tenure (Probationary)	\$63,108.61	\$18.89	\$33.06
Firefighter with greater than 1-year tenure	\$74,799.70	\$22.40	\$38.04
Firefighter/Paramedic	\$80,457.00	\$24.09	\$42.15
Fire Inspector / Fire Lieutenant	\$88,287.39	\$26.43	\$44.52
Fire Captain	\$99,324.21	\$29.74	\$50.52
Fire Inspector/Marshall	\$100,863.80	\$48.86	\$77.87
Assistant Chief	\$102,310.57	\$48.86	\$77.87
Fire Chief	\$125,366.22	\$60.27	\$96.06

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Attachment "B" Job Description

Fire Chief

Purpose of Position

The Fire Chief will convey, assign, schedule and coordinate the work of personnel assigned to the fire department.

Responsibilities:

- Have overall management and coordination responsibilities for RURAL/METRO at the Sikorsky DFC facility in West Palm Beach and Stuart Training Academy facility in Stuart, FL, , including the supervision of shift crews.
- Direct the instruction and training of all fire fighter personnel.
- Supervise the monthly inspection of facilities and equipment for fire hazards and track such hazards until they are closed.
- Develop Standard Operating Guidelines and departmental regulations governing the day-to-day operation of the department including the response to and operations at fire fighting, hazardous materials, confined space, emergency medical and rescue incidents.
- Serve as the Incident Commander when responding to incidents.
- Develop mutual aid plans with local departments and promote effective working relationships between mutual aid organizations.
- Responsible for the care and maintenance of equipment and the cleanliness of the fire station and adjacent areas.
- Requisition required supplies and equipment.
- Prepare and maintain records and reports necessary for support of the contract.
- Manage, maintain, and establish replacement programs for all Proximity and Structural Personal Protective Equipment (PPE) to include Self-Contained Breathing Apparatus (SCBA). This program is to meet the appropriate NFPA and OSHA standards.
- Schedule all apparatus inspections with the Sikorsky qualified vendor for truck inspections according to NAS 3306 Rev 3.
- Inspect fire protection system and schedule system vendors to perform NFPA 25 inspections.
- Learn and use the SAP purchasing systems as facilities contract employees do for fire department maintenance work.

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- Provide the Sikorsky Stratford Chief with an estimated repair, maintenance and replacement budget by September of each year.
- Perform other duties as may be assigned.

Minimum Qualifications:

- Must be twenty-one (21) years of age or older.
- Must have a telephone and transportation so as to be available during emergency situations.
- Be an instructor level firefighter with a minimum of twelve (12) years of progressive firefighting experience, including ten (10) years of supervisory experience.
- Preferred higher education in related fire and fire prevention Current certification in CPR.
- Current Incident Command System (ICS) Training.
- Must be in excellent physical condition and able to pass an annual physical exam by a licensed medical doctor.
- Possess strong knowledge of all applicable federal and local laws and DoD regulations.
- Must display good verbal and written comprehension and demonstrate strong organizational, and communication skills.
- Must have no prior convictions and be able to pass a background check to ensure they have not been convicted or found not guilty for reason of insanity of any disqualifying crimes.

Assistant Fire Chief

Purpose of Position

The role of the Assistant Fire Chief is to assist in planning, directing, and reviewing the activities and operations of the Fire Department including fire suppression, hazardous material mitigation, fire prevention, life safety code compliance, public safety education, emergency medical services, emergency management, and administrative support services. To assist in coordinating assigned activities with other facility departments and outside agencies; and to provide highly responsible and complex executive level support to the Fire Chief as a member of the Fire Chief's management team.

Responsibilities:

- Direct, oversee and participate in the development of the respective division; assign work activities, projects and programs; monitor work flow; review and evaluate work products, methods and procedures.
- Participate in development and management of the Department's Strategic Plan.
- Act as the primary contact for the fire department's training program with the DCMA.
- Provide positive leadership and development to various Department personnel so as to foster a qualified and

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capable staff.

- Develop, plan, and implement quarterly goals and objectives.
- Recommend develop and administer policies and procedures.
- Schedule all apparatus inspections with the Sikorsky qualified vendor for truck inspections according to NAS 3306 Rev 3.
- Learn and use the SAP purchasing systems as facilities contract employees do for fire department maintenance work.
- Coordinate Department activities with those of other departments and outside agencies and organizations; prepare and present staff reports and other necessary correspondence; represent the Department and Rural Metro in a positive and professional manner.
- Manage, maintain, and establish replacement programs for all Proximity and Structural Personal Protective Equipment (PPE) to include Self-Contained Breathing Apparatus (SCBA). This program is to meet the appropriate NFPA and OSHA standards.
- Participate in the development, administration and management of the Fire Department budget; participate in the forecast of funds needed for effective operation of the Department; monitor and approve expenditures; implement midyear adjustments.
- Participate in recommending the appointment of personnel; conduct and review performance evaluations; provide guidance and opportunities for career development of employees; provide or coordinate staff training; work with employees to correct deficiencies; implement discipline procedures; recommend employee terminations.
- Continuously review employee performance and document through performance review system and/or development program.
- Respond to major emergencies and assume an appropriate role within the Incident Command System.
- Participate in the research of alternative approaches to fire prevention, fire suppression, emergency medical, hazardous material handling, fire and life safety code application, and other emergency programs.

Qualifications:

- Must be twenty-one (21) years of age or older.
- Must have a telephone and reliable transportation so as to be available during emergency situations.
- Be an instructor level firefighter with a minimum of twelve (12) years of progressive firefighting experience, including ten (10) years of supervisory experience.
- Preferred higher education in related fire and fire prevention Current certification in CPR
- Current Incident Command System (ICS) Training.
- Must be in excellent physical condition and able to pass an annual physical exam by a licensed medical

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doctor.

- Possess strong knowledge of all applicable federal and local laws and DoD regulations.
- Must display good verbal and written comprehension and demonstrate strong organizational, and communication skills.
- Must have no prior convictions and be able to pass a background check to ensure they have not been convicted or found not guilty for reason of insanity of any disqualifying crimes.

Fire Inspector

Purpose of Position

Performs a variety of administrative and technical work related to fire inspection and prevention.

Responsibilities

- Oversees all on-site inspections of fire suppression systems, fire extinguishers and firefighting equipment.
- The Fire Marshal manages and oversees the coordination of internal and external fire protection and related risk mitigation activities. The incumbent leads multi-disciplinary and multi-departmental, inspections, reviews and audits of Sikorsky DFC, GTV, and STA facilities, stations and structures to determine compliance/noncompliance with all fire regulations, codes, standards and laws. They are also responsible for documenting all findings from investigations, audits and inspections in order to produce comprehensive reports, presentations and recommendations.
- This role is responsible for assuring the effectiveness of all smoke and fire detection, communication and suppression systems are maintained in conformance with applicable fire codes, regulations and industry standards.
- The incumbent provides technical expertise in the review and administration of projects involving fire codes and specification plan reviews. This position has significant latitude for independent judgment and action within established guidelines. Must be willing to work varied day/night shifts based on operational needs of the department.
- ESSENTIAL FUNCTIONS
 - Monitors the life safety, quality, progress, and outcomes of the fire/life safety related projects.
 - Provides recommendations concerning fire and life safety issues to Sikorsky facilities management for corrective action and follow-up.
 - Conducts detailed investigations of fire scenes, including those involving vehicles, to determine cause and origin of fires and prepares comprehensive investigation reports.
 - Inspects and evaluates existing structures, systems, construction and remodel sites to determine conformance with fire and life safety codes.

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- Coordinates oversight of the inspection, testing and maintenance programs of all fire and life safety systems, to include: passive building protection, fire alarm, fire suppression, special suppression, fire extinguishers, monitoring, and communications systems.
- Conducts monthly, quarterly, and annual inspections of facilities, equipment and systems to evaluate the effectiveness of fire and life safety programs, conformance to fire and life safety code requirements, conditional and operational readiness of fire and smoke detection, communication and suppression systems.
- Maintains a variety of data and records regarding fire inspection and prevention activities; prepares reports regarding fire inspection or prevention as required.
- Conducts training of Fire Safety, Safety and other in-service related program as directed by management.
- Conducts inspections of construction projects to ensure compliance with adopted fire codes, national standards, and approved construction plans.
- Exercises discretion and independent judgment with respect to the above matter
- Review new and renovation construction for compliance. Any comments, questions and or recommendations will be submitted to the Sikorsky, Stratford Fire Chief prior to dissemination.
- Makes a written monthly report to the Chief on the status of all suppression systems and firefighting equipment.
- Inspect fire protection system and schedule system vendors to perform NFPA inspections.

Qualifications

- High school diploma or general education degree (GED) required, Associates degree preferred.
- Preferred higher education in related fire and fire prevention courses.
- Current certification as Firefighter I or higher by the State of Florida or International Fire Service Accreditation Commission (IFSAC).
- State of Florida certified Emergency Medical Technician.
- Certified OSHA Hazardous Materials Technician HAZWOPER (40-hours).
- Incident Command System (ICS) Training.
- Certified Fire Inspector meeting NFPA 1031, Standard for Professional Qualifications for Fire Inspector requirements.
- Strong knowledge of all applicable federal, state and local laws and FAA regulations.
- Demonstrate strong organizational, oral and written communication skills.
- Ability to work independently and be a team player.

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Captain

Purpose of Position

The captain will have the following responsibilities: Reports directly to the Assistant Fire Chief. Assigns, schedules, and coordinates the work of personnel assigned to her/her shift. Responsible for supervision of all routine and emergency activities during the assigned shift. Responsible for assuming the position of Incident Commander in response to emergency situations. Responsible for ensuring that all personnel assigned to the shift are trained and certified to meet their assigned tasks. And is responsible for ensuring that equipment and materials are operational and are tested in accordance with established procedures.

Other Related Responsibilities

Overall management and coordination responsibilities for the organization in the absence of the Chief

- Direct the instruction and training of all firefighter personnel as required by DCMA 8210, NAS 3306 Rev 3, Navair 80R14
- Supervise the monthly inspection of facilities and equipment for fire hazards and track such hazards until closure/remediation including fuel farm and FBO's as required by 14 CFR Part 13, DCMA 8210, NAS 3306 Rev 3, and Navair 80R14.
- Develop and enforce all Standard Operating Guidelines as required by DCMA 8210, NAS 3306 Rev 3, Navair 80R14 and departmental regulations governing the day-to-day operation of the department, including the response to and operations at fire fighting, hazardous materials, confined space, emergency medical and rescue incidents, fire prevention inspections, and instruction.
- Develop and direct an instructional program for fire prevention and training of all Airport tenants and tenants' personnel as required by 14 CFR Part 139, DCMA 8210, NAS 3306 Rev 3, and Navair 80R14.
- Serves as Incident Commander when responding to incidents when the Chief is not available.
- Develop mutual aid plans with local departments and promote relationships between mutual aid organizations.
- Supervise ARFF personnel in the care, inspection and maintenance of equipment and the cleanliness of the fire station and adjacent areas.
- Prepare and maintain records and reports necessary in the support of the contract.
- Prepare specifications for departmental equipment.
- Other such duties as may be assigned.

Minimum Qualifications

- High school diploma or general education degree (GED) required, Associates degree preferred.
- An instructor level firefighter with a minimum of two (2) years of progressive security and firefighting experience including one (1) year experience in Airport Security and ARFF services with one (1) year supervisory experience required.

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- Preferred higher education in related fire and fire prevention courses.
- Current certification as Firefighter I or higher by the State of Florida or International Fire Service Accreditation Commission (IFSAC).
- State of Florida certified Emergency Medical Technician
- Certified OSHA Hazardous Materials Technician HAZWOPER (40-hours)
- Incident Command System (ICS) Training.
- Certified Fire Inspector meeting NFPA 1031, Standard for Professional Qualifications for Fire Inspector requirements.
- Strong knowledge of all applicable federal, state and local laws and FAA regulations.
- Demonstrate strong organizational, oral and written communication skills.
- Ability to work independently and be a team player.

Fire Lieutenant

Purpose of Position

Under limited supervision leads a crew of assigned Airport Firefighters in controlling and extinguishing fires; rescuing persons endangered by aircraft crash or fire, or by structural fire; preventing fire by reducing or eliminating potential fire hazards; responding to and providing advanced life support (ALS) assistance for medical aid calls, vehicle accidents, and Hazmat incidents. Performs the function of on-scene commander in the absence of the Airport Fire Captain. This job description applies to both full-time and part-time employees.

Responsibilities:

- Supervises crew in the absence of the Fire Captain.
- Direct the instruction and training of all firefighter personnel as required by DCMA 8210, NAS 3306 Rev 3, Navair 80R14
- Participates in the monthly inspection of facilities and equipment for fire hazards and track such hazards until closure/remediation including fuel farm and FBO's as required by 14 CFR Part 13, DCMA 8210, NAS 3306, and Navair 80R14.
- Enforces all Standard Operating Guidelines as required by DCMA 8210, NAS 3306 Rev 3, Navair 80R14 and departmental regulations governing the day-to-day operation of the department, including the response to and operations at fire fighting, hazardous materials, confined space, emergency medical and rescue incidents, fire prevention inspections, and instruction.
- Participated in the instructional program for fire prevention and training of all Airport tenants and tenants' personnel as required by 14 CFR Part 139, DCMA 8210, NAS 3306 Rev 3, and Navair 80R14.

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- Supervise ARFF personnel in the care, inspection and maintenance of equipment and the cleanliness of the fire station and adjacent areas.
- Prepare and maintain records and reports necessary in the support of the contract.
- Prepare specifications for departmental equipment.
- Other such duties as may be assigned.

Qualifications:

- High school diploma or general education degree (GED) required, Associates degree preferred.
- An instructor level firefighter with a minimum of two (2) years of progressive security and firefighting experience including one (1) year experience in Airport Security and ARFF services with one (1) year supervisory experience required.
- Preferred higher education in related fire and fire prevention courses.
- Current certification as Firefighter I or higher by the State of Florida or International Fire Service Accreditation Commission (IFSAC).
- State of Florida certified Emergency Medical Technician
- Certified OSHA Hazardous Materials Technician HAZWOPER (40-hours)
- Incident Command System (ICS) Training.
- Certified Fire Inspector meeting NFPA 1031, Standard for Professional Qualifications for Fire Inspector requirements.
- Strong knowledge of all applicable federal, state and local laws and FAA regulations.
- Demonstrate strong organizational, oral and written communication skills.
- Ability to work independently and be a team player.

Fire Fighter/Paramedic

Purpose of Position

Under the direction of the shift captain, perform advanced life support (ALS) as needed, in addition to performing as an aircraft rescue fire fighting, and other emergency response duties, including serving as driver-operator of all apparatus at the airport. Perform emergency medical services commensurate to level certified.

Responsibilities:

- Certified as a paramedic by the Florida Department of Health to:

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- Perform pulmonary ventilation by the use of oral, nasal, endotracheal or tracheostomy intubation
- Insert, in peripheral veins, intravenous catheters, needles, or other cannula-IV lines
- Obtain venous blood samples for analysis, but only for diagnostic and treatment purposes
- Prepare and administer approved medication and solutions by intravenous, intramuscular, subcutaneous, intraosseous, oral, sublingual, topical, inhalation, rectal or endotracheal routes
- Perform defibrillation and synchronized cardioversion
- Perform gastric suction by nasogastric or orogastric intubation
- Insert nasogastric or orogastric tubes
- Visualize the airway by use of the laryngoscope and remove foreign bodies with forceps
- Apply electrodes and monitor cardiac electrical activity including electrocardiograms
- Perform vagal maneuvers
- Use mechanical cardiopulmonary resuscitation devices
- Assess and manage patients in accordance with the EMT-paramedic training curriculum approved by the Florida Department of Health
- Perform thoracic decompression
- Perform cricothyrotomy and pulmonary ventilation
- Perform central venous and intraosseous cannulation
- Perform external transthoracic pacing
- Access central venous lines and subcutaneous indwelling catheters
- Perform all other ALS services that may be authorized by Florida Department of Health approved regional EMS council transfer and medical treatment protocols
- Drive, operate and care for assigned apparatus/vehicle
- Maintain, clean, and care for assigned station
- Participate in training for fire, hazardous materials, and related emergency services as directed and authorized by Rural/Metro
- Participate or assist in emergency and non-emergency operations as may be required, relating to fire, emergency medical, hazardous materials and other related services
- Must remain current in continuing education as required by the Department of Health, or the medical director
- Must maintain all certifications, in addition to those required by the state, EMS region, or the medical director
- Maintain a working knowledge of all fire department General Orders, Standard Operating Procedures, Rule and Regulations, and any other directives or policies concerning the work force

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- Maintain training proficiency in accordance with DoD and NFPA guidelines.
- Maintain station and surrounding areas in a clean, safe condition.

Qualifications:

- Firefighter with at least, two (2) years of full-time fire fighting experience, or four (4) years of part-time aircraft or structural fire fighting experience.
- State of Florida Certified Emergency Medical Technician-Paramedic certification.
- Certified OSHA Hazardous Materials Technician HAZWOPER (40-hours).
- Strong knowledge of all applicable federal, state and local laws and FAA regulations.
- Demonstrate strong organizational, oral and written communication skills.
- Ability to work independently and be a team player.

Fire Fighter

Purpose of Position

Under the direction of the fire chief or the shift captain, perform aircraft rescue fire fighting, structural fire fighting and other emergency response duties, including serving as driver-operator of all apparatus at the airport.

Responsibilities:

- Drive and operate emergency response apparatus and vehicles during emergency incidents. Operate fire pumps and associated suppression equipment required to respond to an incident.
- Perform aircraft rescue, structural fire fighting, HAZMAT response and emergency medical response duties.
- Inspect fire apparatus and equipment to ensure proper working condition.
- Report to the fire chief or shift captain during emergency situations.
- Select proper fire fighting tools and equipment to control and extinguish fires. Uses ladders to gain access to assist individuals.
- Utilize provided safety and rescue equipment to include specialized confined space entry rescue equipment.
- Identify safety hazards and assists in determining corrective action.
- Provide emergency medical care.

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- Perform extrication operations to free individuals trapped in aircraft, equipment, vehicles, elevators or structures.
- Inspect buildings and structures for fire hazards and makes recommendations on the elimination of such hazards.
- Issue hazard control permits, including open flame permits in accordance with approved policies and procedures.
- Make required notifications and document the status of all permit requirements and impairments.
- Perform inspections, preventive maintenance, and minor repairs to emergency response equipment, fire extinguishers and fixed fire suppression systems.
- Record all pertinent information regarding inspections and maintenance.
- Be prepared to assume additional positions in the Incident Command System.
- Responsible for developing, and delivering training sessions as assigned by the Fire Chief.
- Conduct special projects and completes tasks as assigned.
- Maintain training proficiency in accordance with DoD and NFPA guidelines.
- Maintain station and surrounding areas in a clean, safe condition.

Qualifications:

- High school diploma or general education degree (GED) required.
- Preferred higher education in related fire and fire prevention courses.
- Firefighter with at least, two (2) years of full-time fire fighting experience, or four (4) years of part-time aircraft or structural fire fighting experience.
- State of Florida Certified Emergency Medical Technician.
- Certified OSHA Hazardous Materials Technician HAZWOPER (40-hours).
- Incident Command System (ICS) training.
- Strong knowledge of all applicable federal, state and local laws and FAA regulations.
- Demonstrate strong organizational, oral and written communication skills.
- Ability to work independently and be a team player.

All personnel shall:

- **Maintain a current Driver's License required for all assigned equipment and vehicles.**

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- Be certified as a pre-employment condition and annually thereafter by a physician as being physically fit for duty as prescribed by NFPA 1500 – Fire Department Occupational Safety and Health Program (latest edition) and NFPA 1582 – Medical requirements for Fire Fighters (latest edition);
- Be further certified by the Fire Chief as being fit for duty as a result of the physical certification after having demonstrated their ability to meet the NFPA 1500 physical performance requirements;
- Pass a RURAL/METRO physical agility test; and
- Meet all pre-qualification training requirements outlined in this proposal and the operational plan.

The pre-employment and annual physical will include a substance abuse test and hepatitis immunizations.

RURAL/METRO understands that the Sikorsky Aircraft Corporation reserves the right to insist on the discontinuance of employment under the Agreement of any personnel considered incompetent, disorderly or otherwise objectionable; including any employee which the Contract Administrator deems to be not properly trained or in any way deficient or delinquent in any of the terms and conditions of the Agreement.

RURAL/METRO will replace any such removed employees with a qualified individual.

All Firefighters will be trained in a blood-borne pathogen protection program and meet current immunization requirements against Hepatitis-B, and other vaccine preventable diseases. (RURAL/METRO will bear the costs of immunizations and medical examinations, and will maintain appropriate records which will be readily accessible for audits by Sikorsky Aircraft Corporation, and submit them as required by the contract.

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Attachment "C" Performance Criteria

1. Technical Work Plans

RURAL/METRO will fulfill the following operational requirements:

- To ensure that three objectives are met when the fire department responds to aircraft, structural, hazardous material, and wild land fire or rescue incidents. These objectives are life safety, minimization of property loss and protection of mission essential functions.
- To provide the organization to manage and operate the Sikorsky facility fire department.

These personnel will operate from a fire station provided at the Sikorsky facility and will be responsible for providing and maintaining efficient, effective and responsive, Sikorsky facility fire protection, fire suppression, fire prevention, emergency medical services first response, hazardous material's response and rescue for the entire Sikorsky facility, including the industrial areas, flight line areas and all other facilities within the confines of the total Sikorsky facility.

All services will be performed in accordance with applicable standards from the following:

- Current National Fire Protection Association Fire Codes and Standards.
- Current Department of Defense Regulations and/or Instructions: DCMA 8210, NAS 3306 Rev 3, Navair 80R14 and other applicable standards and regulations.
- OSHA.
- Sikorsky Procedures
- Current FAA requirements.
- International Fire Service Training Association (IFSTA) Manuals.
- Airline regulations, Technical Manuals and other applicable publications.
- Firefighters shall meet the physical and qualification standards outlined in NFPA 1582, Medical Requirements for Firefighters. All firefighters must have successfully passed a physical exam, physical agility test and drug screening prior to final employment. Firefighters must not have physical defects or grooming habits that would impede their ability to wear protective clothing and equipment, climb ladders, and move through dark, smoke-filled facilities while wearing self-contained breathing apparatus. Included will be Hepatitis B vaccinations prior to the assignment.
- Personnel will be required to show proof of passing a medical examination per the specifications of the proposed contract prior to assignment to duty. Personnel will be administered a medical exam at the expense of RURAL/METRO.
- RURAL/METRO will designate a chief approved of by SIKORSKY who will supervise the workforce and act as the normal liaison with Sikorsky, West Palm Beach. Captains will be in charge of each shift for the purpose of directing all fire prevention and protection functions.
- RURAL/METRO will maintain compliance with all applicable revisions of codes, manuals, requirements, regulations and publications enacted during the life of this contract; and provide written certification that it

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has reviewed all applicable regulatory documentation.

- Additionally, RURAL/METRO will ensure that six (6) employees will be available at all times to answer requests for fire services, and that the requests are responded to within the required time limitations.

Note: No public statements or news releases will be made to the media or the general public relating to participation in an activity associated with the Sikorsky, West Palm Beach without the prior written approval of Sikorsky, West Palm Beach.

- RURAL/METRO personnel will maintain communication capabilities at all times. Immediately following an emergency response, the officer on duty will inform the Stratford Fire Chief of all actions taken from the initial response until the mission was accomplished and the fire units have returned to the station.

Note: All radios installed in Sikorsky facility apparatus and buildings will be used only in accordance with rules and regulations issued by the Sikorsky Contract administrator.

- All fire apparatus and staffing deployed will be done in the most advantageous manner to preserve life and property and to control and/or extinguish fires.
- The on-shift captain will assure that, upon receipt of notification of an emergency situation, the following tasks are accomplished as necessary:
 - Rescue operations
 - Protection of exposures
 - Confinement of fire
 - Notification of Sikorsky, Stratford Fire Chief
 - Return of fire apparatus to fire stations
 - Service and return of firefighting equipment to readiness
 - Investigation of the incident and completion of required reports
 - Securing of the scene if investigation by higher authority is required
 - If the magnitude of the incident warrants, the Chief will assume command of the situation
- Using the organization staffing model, RURAL/METRO will respond to all incidents and emergencies of any nature that may arise on Sikorsky facility property within the time limitations listed in the contract requirements and FAA/DoD specifications, DCMA 8210, NAS 3306 Rev 3, Navair 80R14.
- RURAL/METRO will continue to honor the arrangements that Sikorsky facility already has established with federal, state and local authorities. The Chief will pro-actively seek to cultivate a close working relationship with outside agencies and participate in joint training exercises.
- In the event an incident merits additional response beyond the on-duty personnel, off-duty personnel will be called in. The incident commander will make the determination to recall off-duty personnel.
- RURAL/METRO personnel will issue welding and burning permits in all areas of the Sikorsky facility in accordance with OSHA and established Fire Protection/Prevention Standards. Additionally, during

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hazardous operations such as welding in hazardous areas, burning operations, or other potentially dangerous activities, RURAL/METRO will provide standby protection consisting of a crash truck and the necessary equipment and personnel. A record will be maintained of all such operations.

- RURAL/METRO recognizes each Sikorsky facility is subject to visits by the government and associated staff. RURAL/METRO will extend all efforts to communicate and cooperate with government personnel, but understands that all official communication pertaining to the fire protection contract at the Sikorsky facility will be transmitted through Sikorsky, Stratford Fire Chief.
- RURAL/METRO will implement and utilize the Incident Command System (ICS) when responding to emergencies on the Sikorsky facility.
- RURAL/METRO will carry out this project under the direction and control of the Sikorsky, Stratford Fire Chief and will perform other miscellaneous duties and tasks as directed by the Sikorsky, Stratford Fire Chief provided they do not add cost or liability and which may be subject to the terms set forth in the Agreement.
- RURAL/METRO will provide continuous liaison with the Sikorsky, Stratford Fire Chief and will meet regularly for the purpose of reviewing progress and solving problems.

A. Fire Prevention and Education

RURAL/METRO will develop and maintain a Fire Inspection Program Plan at the Sikorsky facility in accordance with appropriate NFPA/DoD requirements DCMA 8210, NAS 3306 Rev 3, Navair 80R14, OSHA, and Sikorsky Property Conservation manual. RURAL/METRO will document all reportable fire discrepancies and track until closure.

RURAL/METRO will coordinate inspections and discrepancy closure with Sikorsky, Stratford Fire Chief.

As a minimum, RURAL/METRO will provide the following fire prevention services:

- Regular inspections of all Sikorsky facility properties to include Stuart Training Academy facilities.
- Assist Sikorsky Facilities in scheduling approved vendor(s) to conduct inspection and testing of alarm systems.
- Conduct annual water flow capability tests on all on-premise fire hydrants. RURAL/METRO will test, record and report compliance of all fire hydrants located on Sikorsky facility properties in accordance with NFPA requirements.
- Inspection of all welding and cutting operations prior to and following the completion of work.
- Schedule non-certified inspections of fixed extinguishing systems such as halon, deluge and standpipes. Sikorsky will be responsible for the annual certification of these systems.
- On-duty firefighters will inspect, test, and/or replace, all types of portable and fixed fire extinguishing systems and devices, including maintaining inventory, location, test date and condition. RURAL/METRO will assume costs for extinguisher maintenance and inspection via a sub-contractor. When removal for servicing is necessary, RURAL/METRO will exchange extinguishers. Sikorsky will provide replacement extinguishers.

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- A plan for the operation, maintenance and testing of fire equipment will be submitted to the Stratford Fire Chief at the beginning of each fiscal year.

B. Population Training Program

In addition to managing a complete inspection program, RURAL/METRO personnel will develop and maintain a continuous fire prevention publicity program. RURAL/METRO personnel will train the Sikorsky facility populace in maintaining good fire safety habits, recognizing and eliminating fire hazards, reporting fires or emergency situations and evacuating facilities. Included in this are fire prevention talks and demonstrations.

In addition to training the Sikorsky facility populace, RURAL/METRO will ensure fire protection requirements are included in Sikorsky facility activities and projects.

C. Extinguisher Maintenance

Shift personnel will monitor the selection, installation, inspection, fill, repair and maintain portable fire extinguishers for all existing and new facilities, and areas where portable extinguishers are required, in accordance with NFPA 10. Sikorsky, West Palm Beach will provide all fire extinguishers. Fire department personnel will inspect extinguishers once a month as required by law or UTC standard.

D. Valve Inspections

RURAL/METRO will develop and maintain a fire system valve inspection program in accordance with the recommendations of insurance company requirements.

E. Apparatus Staffing

To comply with the safe operation of the apparatus, a minimum crew size for each ARFF apparatus shall consist of three firefighters.

F. Response and Standbys

After receipt of the alarm, the out-of-station response time to a fire emergency will be no longer than one (1) minute. When life safety is threatened, response time for fire protection vehicles and firefighters to the midpoint of the furthest runway will not exceed three (3) minutes from the time the alarm was received. Response time shall be in compliance with DCMA 8210, NAS 3306 Rev 3, and Navair 80R14.


Routine drills on each shift as well as annual time/distance response tests from the fire stations to all runways will be accomplished and recorded to ensure capability to reach the scene in a timely manner.

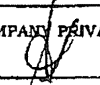
RURAL/METRO will ensure that the standby requirements meet the hazard and degree of risk involved in accordance with NFPA recommended and DoD, DCMA 8210, NAS 3306 Rev 3, Navair 80R14 required practices.

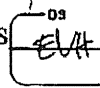
G. Reports and Record Keeping

RURAL/METRO will install a performance-based management information system (MIS) to provide technically accurate documentation on all activities.

RURAL/METRO will submit brief written monthly summaries of progress that outline the following:

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- a. Work accomplished during the reporting period;
- b. Work to be accomplished during the subsequent reporting period;
- c. Problems, real or anticipated, which should be brought to the attention of the Stratford Fire Chief; and
- d. Notification of any deviation from work plans.

RURAL/METRO also will submit weekly reports to the Stratford Fire Chief indicating the following:

- a. Number of fire calls.
- b. Address from which all calls originated.
- c. The reason the call was generated.

This documentation will serve as the official record required in fulfillment of the Contract, FAA and government requirements. Periodic reviews and annual updates will ensure the MIS system produces information compatible with the Sikorsky, West Palm Beach needs.

Our corporate management and Sikorsky, West Palm Beach will use the technical information available to evaluate all aspects of the RURAL/METRO managed fire protection program.

RURAL/METRO recognizes the government may request access to these records, and when such a request occurs, the Contract Manager will immediately be notified that access of these records by the government has been granted.

The daily movement of apparatus to responses and standbys, status of vehicles in and out of service, personnel crew assignments, and station visitors will be recorded in a daily log book that will be made available to the Stratford Fire Chief upon request. Daily log books will be kept on file for a period of three years.

H. Quality Control/Improvement Program

RURAL/METRO has a corporate Quality Control/Improvement Program that addresses Service Quality Improvement by utilizing a proven process for addressing customer service, contract compliance and FAA/DoD, DCMA 8210, NAS 3306 Rev 3, Navair 80R14 compliance issues.

The program will include written instructions and procedures manual, which will be approved by the Stratford Fire Chief within sixty (60) days after contract award.

In addition to the written plan, at least annually, RURAL/METRO will request the Stratford Fire Chief to perform a Staff Assistance Visit. The purpose of this visit is to measure the department's compliance with contract compliance, corporate standards, NFPA standard, FAA and DoD, DCMA 8210, NAS 3306 Rev 3, Navair 80R14 requirements.

The Staff assistance visit will include an on-site audit of all functions, operational procedures and record keeping. The Stratford Fire Chief will utilize a standardized checklist developed specifically for each location according to the contract requirements and FAA/DoD, DCMA 8210, NAS 3306 Rev 3, Navair 80R14 compliance needs.

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I. Internal Consulting Group

The Specialty Fire Division ensures quality and professionalism for the Sikorsky, West Palm Beach fire department operation.

The division provides support and assistance in all performance areas through the establishment of quality guidelines, standards, policies and procedures for all facets of fire operations.

The division also ensures that all employees receive the training and development required keeping their performances equal to or above the set standards of excellence.

The division has developed minimum standards of excellence for all areas of fire protection, equipment and firefighter safety.

These standards give all RURAL/METRO employees a clear understanding of what is expected from them. While managers and employees are urged to give their full attention to meeting the minimum standards established by the division, RURAL/METRO also encourages them to take an innovative approach to exceeding these standards through proactive leadership.

Incident Reporting

RURAL/METRO will immediately contact the Stratford Fire Chief after an incident and will submit incident reports in accordance with the contract. RURAL/METRO will ensure the reporting of fire and related incidents are in accordance with contract requirements.

J. Standard Operating Guidelines and Pre-Incident Plans

RURAL/METRO will prepare and maintain a current aircraft pre-incident plan for all aircraft that frequent the airport. Pre-incident plans will be prepared to meet FAA, OSHA, DCMA 8210, NAS 3306 Rev 3, Navair 80R14 and NFPA requirements, and will list and graphically display all necessary information about the aircraft.

RURAL/METRO will provide a copy of the plans to the Stratford Fire Chief prior to assumption of full Contractor operations.

RURAL/METRO program will include the enhancement and/or development of Standard Operating Guidelines (SOG's) for aircraft accidents/incidents, hazardous material incidents, and fire fighting involving structures and rescues. Each SOG will specify the various firefighting and/or response tactics our firefighters must use when responding to a particular emergency situation.

RURAL/METRO SOG's and pre-incident plans ensure our firefighters' proficiency, and that each meets the performance requirements and training objectives set by FAA, DCMA 8210, NAS 3306 Rev 3, Navair 80R14 and NFPA regulations, and our own stringent corporate operational policies, procedures, and guidelines.

L. Equipment, Materials, Parts & Supplies

In support of this contract, Sikorsky, West Palm Beach will furnish to RURAL/METRO the equipment, materials, parts, supplies, and services listed below:

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(1) Fire Apparatus and Vehicles

Fire apparatus and equipment currently provided at the airport. (NOTE: Sikorsky, West Palm Beach will provide all extinguishing agents and supplies.)

(2) Equipment

Two-way radio equipment to be installed on fire fighting equipment. Portable units will be made available for fire protection personnel as required.

Rescue equipment currently available at the airport.

All fire extinguishers required on occupied property will be supplied by Sikorsky, West Palm Beach. Placement of extinguishers will be in accordance with applicable standards.

(3) Utility Services

Sikorsky, West Palm Beach will supply telephone service in the fire station for business use only including dispatch of the fire department.

RURAL/METRO- will be responsible for any long-distance calls made.

A furnished fire station to house equipment and personnel. Any repairs and upkeep, other than routine cleaning as listed below, will be the responsibility of Sikorsky, West Palm Beach.

RURAL/METRO will maintain the daily housekeeping including; sweeping/mopping of floors, dusting, cleaning of restrooms/showers, grounds maintenance etc., and will be responsible for any damage caused by negligence or abusive actions of RURAL/METRO personnel. RURAL/METRO will be responsible for grounds maintenance around the fire station including grass mowing, weeding, sweeping and trimming.

All utilities to include electrical, water, natural gas, and sewage as well as an emergency generator in case of a power outage will be provided by the Sikorsky, West Palm Beach. The services will not be used for any other purposes.

Sikorsky, West Palm Beach will provide sufficient furniture and appliances as deemed necessary including cosmetic upgrades to the fire stations. Additional upgrades will be submitted through the capital budget, as appropriate.

RURAL/METRO will conduct quarterly air sample tests in accordance with NFPA 1500, Para. 5-3.7.2.

RURAL/METRO understands the equipment provided is for the sole purpose of accomplishing the work described in the contract. The equipment will not be used for any other purposes.

RURAL/METRO will report to the Stratford Fire Chief any equipment breakdowns. Any repairs or replacements of equipment required as a result of any negligence by RURAL/METRO will be the sole responsibility of RURAL/METRO to remedy to the satisfaction of the Stratford Fire Chief.

At the conclusion of any contract resulting from this proposal, RURAL/METRO will return all equipment provided by Sikorsky, West Palm Beach in the same condition that it was received, normal wear accepted. Items not returned

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or broken items will be replaced by RURAL/METRO at their sole cost, to the satisfaction of the Stratford Fire Chief.

M. Resources

RURAL/METRO will provide the following:

- Complete distinctive and functional uniforms to be worn by all personnel when on-duty.
- Identification badges (as required).
- RURAL/METRO will procure, store and control all necessary materials required to satisfactorily perform the duties and tasks identified.
- RURAL/METRO shall provide all Self-Contained Breathing Apparatus (SCBA) and Personal Protective Clothing IAW all applicable references listed in paragraph 2.5.
- RURAL/METRO shall provide one non-transport Advanced Life Support (ALS) vehicle meeting Florida EMS licensing requirements and stationed at the DFC ARFF Station 24 hours a day, 7 days a week to respond to medical emergencies on Sikorsky property (DFC only).

RURAL/METRO shall provide all medical supplies and equipment maintenance necessary to provide ALS services.

- RURAL/METRO will, upon being awarded the contract, perform an inspection of all vehicles, equipment and material offered by Sikorsky, West Palm Beach. Acceptance of any vehicle, equipment or material will be construed as acceptance of the item's fitness for use and will become the responsibility of RURAL/METRO.

N. Maintenance

RURAL/METRO will ensure that all equipment and apparatus are maintained in compliance with applicable NFPA standards, manufacturer's guidance, and FAA recommendations. Sikorsky will be responsible for all heavy maintenance (at their expense). RURAL/METRO will conduct "first line" user maintenance (changing bulbs, etc.). The equipment and apparatus will be maintained in such a manner as to be capable of performing their intended mission at all times and to ensure full life expectancy and to minimize down time. RURAL/METRO shall in the course of normal operations, assigned vehicles will be washed daily, and waxed as necessary. RURAL/METRO will be responsible for operations, testing and operator maintenance in accordance with manufacturer's recommendations for all vehicles and equipment provided in support of this contract.

RURAL/METRO personnel will perform daily and after-run inspections as well as first echelon maintenance (i.e., check oil, inspect condition of tires and add air as required, check fuel level and add fuel as required, inspect air filters, etc.) for all vehicles, equipment and material.

An apparatus maintenance checklist will be completed daily for apparatus and reviewed for equipment discrepancies. Inspections for other vehicles, equipment and material will be recorded on the appropriate forms. Discrepancies will be noted on a vehicle downtime log and will be forwarded to the Sikorsky, Stratford Fire Chief at the end of each week that there are noted discrepancies.

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RURAL/METRO will maintain accurate records of maintenance performed on equipment to include type of service performed, parts replaced and dates.

RURAL/METRO will not allow a fire department vehicle to remain in service or be operated that is unsafe or not fully functional. In fact, as older equipment becomes uneconomical to maintain and should be replaced,

RURAL/METRO will identify those needs and make recommendations about their replacement. A priority maintenance and return to service procedure will be developed to ensure that fire fighting vehicles are returned to service in a timely manner. A plan for the operation, maintenance and testing of fire equipment will be submitted to the Stratford Fire Chief.

RURAL/METRO will provide the following inspections:

- Annual service testing on all fire apparatus pumps. The testing will be performed in accordance with NFPA requirements. These tests also will be performed after any major repairs are completed on fire apparatus.
- Inspect and check all emergency equipment and supplies daily.
- All SCBAs will be inspected, daily, monthly and after each use in accordance with the manufacturer's instructions. RURAL/METRO shall assume costs of SCBA repairs and inspections.

RURAL/METRO shall maintain clean living standards at the fire station. Will maintain all buildings and living/working areas used by RURAL/METRO personnel, in a clean, neat, orderly and sanitary condition at all times.

RURAL/METRO will be liable for any and all damage done to vehicles and equipment other than normal wear and tear.

O. Value Added Services

(1) Daily Airfield Safety Inspections

RURAL/METRO personnel will conduct daily airfield safety inspections for irregularities, violations and hazards. Such inspections will be recorded and reported to Sikorsky, Stratford Fire Chief as required.

(2) Airfield and Building Fire Inspections

RURAL/METRO personnel will conduct airfield and building fire inspections and patrols violations. Such inspections will be recorded and reported to Sikorsky, Stratford Fire Chief as required.

(3) Braking Action Tests/Reports


RURAL/METRO personnel will conduct braking action tests, with Sikorsky, West Palm Beach provided equipment, as required. Condition reports will be recorded and reported as required.

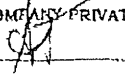
(4) Fire Prevention Inspections

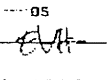
RURAL/METRO personnel will conduct fire prevention inspections and enforcement in the airfield area as required.

(5) Holiday Safety Tips

In the holiday spirit of helping to provide a safe environment, RURAL/METRO will actively promote health and safety tips to Sikorsky, West Palm Beach employees specific to the holiday seasons.

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(6) Speakers Bureau

RURAL/METRO provides personnel available to speak to a variety of community, civic and service organizations. RURAL/METRO features a knowledgeable group of speakers who can present a variety of topics, including fire prevention, health, safety and first-aid.

RURAL/METRO also provides station tours, assistance for Scouts in earning fire safety and first aid badges, and instruction in fire extinguisher use.

(7) Hypertension Screening (Blood Pressure Checks)

High blood pressure has been called "the silent killer," because it is linked to strokes and heart attacks, yet often has no specific symptoms and gives no early warning signals. The only way to determine if an individual has high blood pressure is to conduct a blood pressure check. RURAL/METRO will offer blood pressure checks to Sikorsky, West Palm Beach personnel. This service either may be conducted at a central station, or delivered as a mobile service to different buildings on-site.

2. Project Staffing

Sikorsky DFC: A minimum of six (6) personnel will be on-duty on three (3), twenty-four-hour shifts, staffed with (1) Fire Officer/Supervisor, (1) Firefighter/Paramedic and four (4) Firefighters. Activity that is required by Sikorsky before or after these hours will be covered as specified in the contract.

Stuart Training Academy (STA): A minimum of three (3) personnel will be on-duty on two (2) eight-hour shifts from 0630– 2230 hours daily, staffed with 1 Fire Officer/Supervisor and two (2) Firefighters. Activity that is required by Sikorsky before or after these hours will be covered as specified in the contract.

The Fire Chief, Assistant Fire Chief, and Fire Marshall will work a forty-hour (40-hour) workweek. (Hours upon agreement with the Sikorsky Stratford Fire Chief) Monday thru Friday. These positions will be on call at all times while off duty for emergency re-call and will not be counted in the daily on-duty staffing.

DEPARTMENT STAFFING	DFC Facility	STA Facility
Firefighter/EMT	9	3
Firefighter/Paramedic	3	0
Fire Lieutenant	3	2
Fire Captain	3	1
Fire Inspector/Marshall	1	0
Assistant Fire Chief	1	0
Fire Chief	1	0
Total Staffing Assigned	21	6

SIKORSKY FIRE AND EMERGENCY MEDICAL SERVICES COMPANY PRIVATE |

SAC INITIALS

SUPPLIER INITIALS

FIRE AND EMERGENCY MEDICAL SERVICE AGREEMENT

RURAL/METRO will maintain a roster of employees and positions assigned for the Sikorsky, West Palm Beach. The Chief will submit any changes to the roster together with a photo static copy of each employee's qualification certificates to the Sikorsky, Stratford Fire Chief.

All fire services personnel will be employees of RURAL/METRO, and RURAL/METRO will pay all salaries, taxes, and insurance in accordance with government regulations.

3. Shift Coverage

With the proposed staffing model and shift arrangements, RURAL/METRO will have a minimum of six personnel on-duty at any given time. When the Chief is on vacation, sick leave, training, etc., the Assistant Fire Chief will assume command responsibilities and will be in charge of the Sikorsky fire/rescue responsibilities. Likewise, when a Captain is on vacation, sick leave or training leave, a Lieutenant will be assigned the developmental position of acting Captain.

An integral component of managing a fire contract is providing coverage for absent firefighters. RURAL/METRO will manage this situation by utilizing a shift scheduling system maintained by the shift captains. Each shift schedule will be structured to make sure the Sikorsky facility is adequately covered and able to meet all response time and equipment staffing requirements.

In the case of sudden need (i.e., sick), RURAL/METRO may choose to utilize a full-time employee and pay overtime wages at RURAL/METRO expense or call in a reserve (part-time) fire fighter. All reserve firefighters must meet the same requirements as the full-time staff and must meet all of the other pre-employment qualifications

Additionally, the RURAL/METRO on-site management will work closely with mutual aid organizations so that in the event of a significant incident occurring at the Sikorsky facility; RURAL/METRO will have their support and assistance.

SIKORSKY FIRE AND EMERGENCY MEDICAL SERVICES COMPANY PRIVATE

SAC INITIALS

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FIRE AND EMERGENCY MEDICAL SERVICE AGREEMENT

Attachment "D" Training Plan

A. Training Program

RURAL/METRO will develop, document, and implement a formal Fire Protection Training and Familiarization Program Plan for all fire service personnel in accordance with NFPA, DoD, DCMA 8210, NAS 3306 Rev 3, Navair 80R14, OSHA and FAA requirements. This plan will be presented to the Sikorsky, Stratford Fire Chief for approval within sixty (60) days of implementation of this contract.

RURAL/METRO training program at the Sikorsky Facility will assure that fire service personnel are proficient in structural, aircraft rescue and fire fighting, confined space rescue and specialized fire fighting tactics.

B. Sikorsky Facility Program

RURAL/METRO proficiency training will be a combination of on-the-job training, in-station classes and other special courses. Most formal training will be conducted by the shift captains. Their Operations Manager will provide corporate oversight and perform periodic evaluations to make sure the department's training programs meet the requirements of Sikorsky, FAA, NFPA and the contract. Their proficiency training program will include the continuous training of all levels of personnel in the fire department, a master outline/plan, a system for evaluating the scope, depth, and effectiveness of the program; and procedures for revising the program, as required, including advances in equipment, products, and techniques.

SIKORSKY requires each firefighter to receive as a minimum the NFPA, DCMA 8210, NAS 3306 REV 3, Navair 80R14 and FAA required number of training hours per month to maintain speed and efficiency.

Ongoing training will be provided onsite, to ensure the continued qualification of all personnel throughout the term of the Agreement. We offer initial and recurrent training designed to meet all federal/state/local requirements. This training includes classroom and practical exercises for each firefighter in accordance with NAS 3306 Rev 3, section 5.6.32, including but not limited to the following areas:

Training Subjects	Directive	Frequency
Airport Familiarization	NAS 3306 REV 3 Rev 3, 5.6.3.2.1.1	Q
Aircraft Familiarization	NAS 3306 REV 3 Rev 3, 5.6.3.2.1.2	Q
Rescue and Fire Fighting Personnel Safety	NAS 3306 REV 3 Rev 3, 5.6.3.2.1.3	Q
Emergency Communications	NAS 3306 REV 3 Rev 3, 5.6.3.2.1.4	Q
Familiarization and operation of assigned ARFF vehicles	NAS 3306 REV 3 Rev 3, 5.6.3.2.1.5	Q
Aircraft Cargo Hazards	NAS 3306 REV 3 Rev 3, 5.6.3.2.1.6	Q
On/Off facility ARFF response & Preplanning for AC Emergencies	NAS 3306 REV 3 Rev 3, 5.6.3.2.1.7	Q
Emergency First Aid	NAS 3306 REV 3 Rev 3, 5.6.3.2.1.8	Q
Pump service test ARFF apparatus	NAS 3306 REV 3 Rev 3, 5.4.2.2	A
Fire Fighting Operations	NAS 3306 REV 3 Rev 3, 5.6.3.2.1.9	
• Fire ground management	NAS 3306 REV 3 Rev 3, 5.6.3.2.1.9.1	Q
• Application of Types of Extinguishing Agents	NAS 3306 REV 3 Rev 3, 5.6.3.2.1.9.2	Q

SIKORSKY FIRE AND EMERGENCY MEDICAL SERVICES COMPANY PRIVATE |

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FIRE AND EMERGENCY MEDICAL SERVICE AGREEMENT

Training Subjects	Directive	Frequency
• Command & Control of ARFF forces	NAS 3306 REV 3 Rev 3, 5.6.3.2.1.9.3	Q
• Emergency Aircraft Evacuation Assistance	NAS 3306 REV 3 Rev 3, 5.6.3.2.1.9.4	Q
• Use of specialized rescue tools and life-saving equipment	NAS 3306 REV 3 Rev 3, 5.6.3.2.1.9.5	Q
• Self-contained breathing apparatus (SCBA)	NAS 3306 REV 3 Rev 3, 5.6.3.2.1.9.6	Q
Extrication Training	NAS 3306 REV 3 Rev 3, 5.6.3.2.2.1	SA
Live Fire Training	NAS 3306 REV 3 Rev 3, 5.6.3.2.3.1	A
Timed Response Exercise	NAS 3306 REV 3 Rev 3, 5.6.3.2.3.2	A

A monthly training schedule will be posted that lists the subjects, date of training and who is conducting the training.

In addition to training the fire department, RURAL/METRO training staff will also be available to present special classes to Sikorsky personnel. The following subjects may be addressed:

- Fire extinguishers
- Fire prevention
- First aid
- Fire marshal programs
- Evacuation training
- Training for stretcher crews

C. Fire Officer Development

RURAL/METRO shall be dedicated to creating career paths for its employees through succession planning and comprehensive management training and development programs. It also ensures Sikorsky of highly qualified, educated and motivated fire officers to serve their needs.

Fire Inspector Development

Fire Inspectors will be provided with formal Life Safety Code training through the NFPA offered seminars.

D. Training Records

RURAL/METRO will keep computerized documentation of all training programs and records.

All training will be documented on a Fire Protection Training Record, and transferred to an Individual Training Evaluation Record. Training records will remain at the fire department for as long as the individual is a member of the department, and will be available for review by Sikorsky, Stratford Fire Chief at any time. As

SIKORSKY FIRE AND EMERGENCY MEDICAL SERVICES COMPANY PRIVATE

SAC INITIALS

SUPPLIER INITIALS

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EVA

FIRE AND EMERGENCY MEDICAL SERVICE AGREEMENT

a minimum these file will include the following:

- 1). Employee name.
- 2). Position occupied.
- 3). Educational background, including fire science.
- 4). Special skills, registrations, or certifications.
- 5). Training level.
- 6). Classes attended, with dates.
- 7). Subject scores attained.
- 8). All formalized and on-the-job training received as part of the ongoing fire department training program.

E. Readiness Exercises

RURAL/METRO will demonstrate its readiness to support aircraft rescue and other critical services by coordinating and participating in drill exercises when authorized by SIKORSKY. The captains will participate in the senior fire officer training exercises/simulations course, as a minimum once each quarter.

SIKORSKY FIRE AND EMERGENCY MEDICAL SERVICES COMPANY PRIVATE |

SAC INITIALS

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-DS


Sikorsky, a Lockheed Martin Company
6900 Main Street Stratford, CT 06615-9129



May 3, 2019

EMS Office
Department of Public Safety
Division of Emergency Management
20 South Military Trail
West Palm Beach, FL 33415

RE: #2

To Whom It May Concern:

Sikorsky Aircraft RMS is requesting Rural Metro Fire to provide ALS services specific to the 17900 Beeline Highway, Jupiter, Florida location. These services will be provided to Sikorsky Aircraft RMS personnel and entities working at this location. There is a contract in place between Sikorsky Aircraft RMS and Rural Metro Fire for the period of September 1, 2018 through September 1, 2023. Rural Metro Fire has been a contractor to Sikorsky Aircraft providing Firefighting and Aircraft Rescue services since 1999.

Sincerely,

A handwritten signature in black ink, appearing to read "Garrett Picci". The signature is stylized with a large, looped "G" and a clear "Picci" at the end.

Garrett Picci
Deputy Fire Chief
Sikorsky Aircraft Fire Department
Lockheed Martin Company

**MEMORANDUM OF UNDERSTANDING
BETWEEN PALM BEACH COUNTY FIRE RESCUE AND
RURAL/METRO FIRE DEPT., INC.**

This Memorandum of Understanding (hereinafter the "MOU") is hereby entered into on December 3, 2019, between Palm Beach County Fire Rescue (hereinafter referred to as "PBCFR"), whose address is 405 Pike Road, West Palm Beach, Florida 33411, and Rural/Metro Fire Dept., Inc. (hereinafter referred to as "Special Secondary Service Provider"), whose address is 6363 South Fiddler's Green Circle, Suite 1400, Greenwood Village, CO 80111 in order to establish dispatch protocols and identify roles and responsibilities of Special Secondary Service Provider personnel at an emergency scene, and to set forth the documentation required for patient care rendered pursuant to F.A.C. Chapter 64J-1, as part of Special Secondary Service Provider's service contract with United Aircraft Corporation exclusively within the boundaries of the development known as Sikorsky Aircraft Rotary Mission Systems community (hereinafter referred to as "the Community"), located in unincorporated Jupiter, Florida. This MOU shall also satisfy the requirements of Section 401.435(2), Florida Statutes, and Section 13-22(b) of the Palm Beach County Code.

Dispatch Protocols:

PBCFR and Special Secondary Service Provider are routinely dispatched and respond to EMS emergencies within the Community utilizing the 9-1-1 emergency telephone access system. In the event that the request for emergency assistance is received by Special Secondary Service Provider, they will immediately notify PBCFR via PBCFR's Dispatch Communication Center (hereinafter referred to as "Dispatch"). All requests for emergency medical assistance received through Special Secondary Service Provider's office will provide confirmation of address, telephone number, and nature of the call to Dispatch. The Community shall discourage its residents from notifying Special Secondary Service Provider before using the 9-1-1 system.

All communications between Special Secondary Service Provider and PBCFR will be accomplished via Dispatch. Special Secondary Service Provider shall assure that all its personnel who may receive patient information or other protected health information from PBCFR, including from Dispatch, complete a HIPAA training program provided by, or otherwise approved by, PBCFR.

Special Secondary Service Provider's First Responder Roles and Responsibilities:

If Special Secondary Service Provider personnel are first to arrive at an emergency scene, Special Secondary Service Provider will conduct a scene safety evaluation in order to determine if it is safe to enter. If the scene is deemed unsafe, Special Secondary Service Provider will retreat to a safe location. Special Secondary Service Provider will then request law enforcement and notify all other responding units of the unsafe situation. All units will then stage at a safe location until the scene has been deemed safe to enter by law enforcement.

If the scene is determined to be safe to enter, Special Secondary Service Provider will then begin assessment of the patient. Special Secondary Service Provider will initiate care of any sick or injured persons. All care by the Special Secondary Service Provider will be rendered in accordance with Palm Beach County Fire Rescue Patient Care Protocols. If the patient is unstable or is in critical condition, Special Secondary Service Provider will immediately notify Dispatch to provide a patient status report. Special Secondary Service Provider personnel shall provide a written patient care report to PBCFR upon their arrival, and as otherwise requested.

Special Secondary Service Provider will function as an Advanced Life Support (ALS) Service provider by hiring Florida certified EMTs and paramedics equipped with a full complement of ALS medications and medical equipment in accordance with Chapter 401, Florida Statutes, and F.A.C. Chapter 64J-1. Special Secondary Service Provider will only function as an ALS Service provider within the Community and will not have patient transport responsibilities. However, Special Secondary Service Provider shall maintain and equip all vehicles utilized to provide ALS Services within the Community as if such vehicles were transport vehicles. Patient transport will be conducted by PBCFR or other authorized transport provider. Special Secondary Service Provider shall comply with all requirements of Chapter 401, Florida Statutes, F.A.C. Chapter 64J-1, and Chapter 13, Article II, Division 1 (EMS Ordinance) of the Palm Beach County Code, as applicable to ALS Services by Special Secondary Service Provider.

ALS First Responder Qualifications:

All EMTs and paramedics employed by Special Secondary Service Provider for the services contemplated under this MOU shall be certified by the Florida Department of Health, and must satisfy all the professional qualifications and educational requirements set forth in Chapter 401, Florida Statutes, and F.A.C. Chapter 64J-1. Special Secondary Service Provider shall ensure common medical direction with PBCFR through the participation of Special Secondary Service Provider's Medical Director in the Palm Beach County Medical Director's Association.

Documentation of Patient Care Rendered by First Responder:

Special Secondary Service Provider shall document all patient contact on a patient care report in order to provide timely and accurate patient care information to responding PBCFR units at the scene. At a minimum, each patient contact shall be documented as per F.A.C. Section 64J-1.014(4) which shall provide information pertinent to the patient's identification, assessment, and care provided. Additionally, the names and identification number of all Special Secondary Service Provider personnel on the scene who provided patient care shall be included on the patient care report.

Infectious Disease:

Special Secondary Service Provider shall adopt and adhere to an infectious disease protocol that complies with all applicable federal, state, and local laws. Special Secondary Service Provider shall be responsible for providing post exposure care to its own personnel. Special Secondary Service Provider shall notify PBCFR of all actual or suspected exposures involving a patient within the identified service areas. All infectious disease exposure protocol will be adhered to and all paperwork will reflect the names of persons present in order to make notifications in cases that apply.

Authorization:

Special Secondary Service Provider must obtain and maintain a Special Secondary Service Provider Certificate of Public Convenience and Necessity (COPCN) to provide non-transport ALS Services within the Community until PBCFR arrives. This MOU shall take effect upon issuance of Special Secondary Service Provider's COPCN, and may be amended from time to time by mutual written agreement of the parties. Upon execution, this MOU will be filed with Palm Beach County, Division of Emergency Management located at 20 South Military Trail, West Palm Beach, Florida 33415.

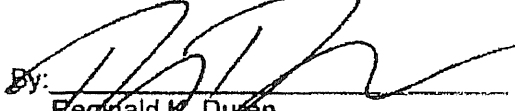
This MOU shall expire upon expiration or termination of Special Secondary Service Provider's COPCN to serve the Community.

This MOU is entered in accordance with Section 13-22(b) of the Palm Beach County Code and Section 401.435(2), Florida Statutes. Notwithstanding anything herein to the contrary, this MOU shall not be construed to create any contractual obligation upon PBCFR or Palm Beach County, nor to provide any contractual rights to Special Secondary Service Provider or to any third party.

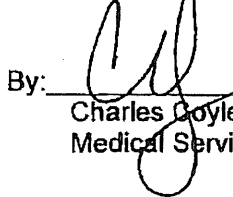
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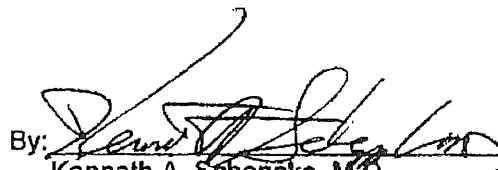
IN WITNESS WHEREOF, the parties have executed this MOU on the date hereinabove first written.

PALM BEACH COUNTY FIRE RESCUE

By: 
Reginald K. Duren
Fire Rescue Administrator

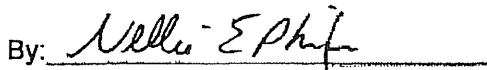
**APPROVED AS TO
TERMS AND CONDITIONS**

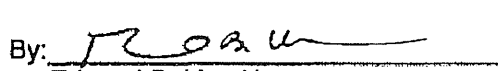
By: 
Charles Doyle, Division Chief
Medical Services Division

By: 
Kenneth A. Scheppke, M.D.
Medical Director

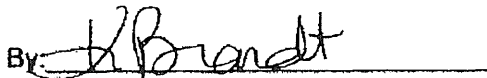
WITNESSES:

RURAL/METRO FIRE DEPT., INC.

By: 

By: 
Edward B. Van Horne
CEO

Print Name: Nellie E. Phifer

By: 

Print Name: Kimberly Brandt



January 29, 2021

Standing Orders

The attached Emergency Medical Standing Orders are the official advanced life support protocols (as adopted from Palm Beach County Fire Rescue Protocols) for Rural Metro Fire Department and are approved for the use by the Emergency Medical Technicians and aramedics of this agency to care for the sick and injured.

As a community based special secondary service provider, we do not terminate resuscitation efforts in the field. We will begin triage operations in mass casualty incidents and will relinquish triage function as determined by PBCFR. We will follow fire rescue and law enforcement guidance when dealing with crime scenes. High-risk refusals for treatment/transport will be referred to fire rescue. We do not perform intubation using paralytic medications.

Note that the following medications are not included within the Rural Metro Fire Department Approved Medication List (they are included in the protocols for informational purposes).

Rocuronium

Joe A.
Nelson, DO,
MS, FACOEP-
D, FACEP

Digitally signed by Joe A.
Nelson, DO, MS, FACOEP-D,
FACEP
DN: cn=Joe A. Nelson, DO, MS,
FACOEP-D, FACEP, o=MDC, ou,
email=flemsmd@aol.com,
c=US
Date: 2021.01.29 15:10:28
-05'00'

Dr. Joe Nelson, D.O. Medical Director, AMR

Dr. Kenneth A. Scheppeke, M.D. Medical Director, Palm Beach County Fire Rescue

P O. Box 109610 | West Palm Beach, FL 33410-9610



EMS Office
Department of Public Safety
Division of Emergency Management
20 South Military Trail
West Palm Beach, Florida 33415

RE: Attachment 3, Listing of Vehicles

To Whom It May Concern:

Rural/Metro Fire Dept., Inc., a division of American Medical Response (AMR) is pleased to submit this listing of our vehicles with will be available for response within the area of assignment.

STATE OF FLORIDA
DEPARTMENT OF HEALTH
EMERGENCY MEDICAL SERVICES
APPLICATION FOR VEHICLE PERMIT(S)

EMS Provider Rural Metro Fire Department, Inc Provider # _____
Business Address 1790Q Beeline Hwy
City Jupiter State FL Zip Code 33478 County Palm Beach

PERMIT TYPE							VEHICLE DATA			
	DUPLICATE	NEW	CURRENT PERMIT #	TRANS	ALS NON-TRANS	BLS TRANS	YEAR	MAKE	MODEL	VIN.
1		X			X		2017	Ford	Expedition XLT	1FMJU1J77HEA07158
2		X			X		2016	KENWORTH	T17D	ZNKHHJ8X6HM177282
3										
4										
5										
6										
7										
8										
9										
10										
11										
12										
13										
14										
15										

Enclose Permit Fee(s). Do not send cash. Checks should be made payable to Emergency Medical Services and mailed to 4052 Bold Cypress Way, Box A22, Tallahassee, Florida 32399-1738. All fees are nonrefundable §401.34(1), Florida Statute, (F.S.).

I, the undersigned representative of the above named firm, do hereby affirm that all equipment and medical supplies required by Chapter 401, F.S., and Rule 64J-1, Florida Administrative Code (F.A.C.), are present and in working order on the above described vehicles. I also affirm that the equipment and medical supplies in the required quantities will be continuously maintained at the specified level. I further affirm that the above described vehicles will be staffed, during operation, in accordance with Chapters 395 and 401, F.S., and Chapter 64J-1, F.A.C.

Mark Liebl Chief Mark Liebl 20 Oct 2021
SIGNATURE TITLE DATE

FALSE OFFICIAL STATEMENTS: § 837.06, F.S.: Whoever knowingly makes a false statement in writing with the intent to mislead a public servant in the performance of his official duty shall be guilty of a misdemeanor of the second degree.

DH Form 1510, April 2009

STATE OF FLORIDA
DEPARTMENT OF HEALTH
EMERGENCY MEDICAL SERVICES
APPLICATION FOR VEHICLE PERMIT(S)

EMS Provider Rural Metro Fire Department, Inc Provider # _____
Business Address 17900 Beeline Hwy
City Jupiter State FL Zip Code 33478 County Palm Beach

	PERMIT TYPE						VEHICLE DATA			
	DUPLICATE	NEW	CURRENT	ALS		BLS	YEAR	MAKE	MODEL	V.I.N.
			PERMIT #	TRANS	NON-TRANS	TRANS				
1		X			X		2017	Ford	Expedition XLT	1FMJU1JT7HEA07156
2		X			X		2016	KENWORTH	T170	ZNKHHJ8X8HM177282
3										
4										
5										
6										
7										
8										
9										
10										
11										
12										
13										
14										
15										

Enclose Permit Fee(s). **Do not send cash.** Checks should be made payable to Emergency Medical Services and mailed to 4052 Bald Cypress Way, Bin A22, Tallahassee, Florida 32399-1738. **All fees are nonrefundable** §401.34(1), Florida Statute, (F.S.).

I, the undersigned representative of the above named firm, do hereby affirm that all equipment and medical supplies required by Chapter 401, F.S., and Rule 64J-1, Florida Administrative Code (F.A.C.), are present and in working order on the above described vehicles. I also affirm that the equipment and medical supplies in the required quantities will be continuously maintained at the specified level. I further affirm that the above described vehicles will be staffed, during operation, in accordance with Chapters 395 and 401, F.S., and Chapter 64J-1, F.A.C.

SIGNATURE _____ TITLE _____ DATE _____

FALSE OFFICIAL STATEMENTS: § 837.06, F.S.: Whoever knowingly makes a false statement in writing with the intent to mislead a public servant in the performance of his official duty shall be guilty of a misdemeanor of the second degree.



October 20, 2021

EMS Office
Department of Public Safety
Division of Emergency Management
20 South Military Trail
West Palm Beach, FL 33415

RE: #4

To Whom It May Concern:

Site Fire Chief Mark Liebl, EMT-P has held an EMT License since 2005 originating in the State of Florida. Mr. Liebl has had prehospital ALS experience as well as clinical experience within the hospital. Mr. Liebl has had over 15 years of experience in Fire Rescue.

EMS Chief Greg McGee, RN, EMT-P, holds a State of Florida Paramedic license and is a Registered Nurse. Mr. McGee has provided EMS services since 2016. Mr. McGee has over 6 years of experience in Fire Rescue.

Captain Joshua Farrar, RN, EMT-P holds a State of Florida/Nationally registered Paramedic license and is a Registered Nurse. Mr Farrar has provided EMS services since 2010. Mr. Farrar has over 16 years of experience in Fire Rescue.

STATE OF FLORIDA
DEPARTMENT OF HEALTH ☐ **EMERGENCY MEDICAL SERVICES**
 Personnel Records (Section 401.31, F.S.)

Service Name: _____ **Inspection Date:** _____ **Total Number of Personnel:** _____ **Number of Files Reviewed:** _____

Inspector Name: _____

	Name of Personnel	Date of Employment	Record of Training Yes/No	EMT/Para. Cert. Type and Exp. Date	CPR/ACLS Cert. Type and Exp Date (Drivers Only)	Driving Record Verified Yes/No Date	Valid D.L. Yes/No Exp. Date	EVOC Training Yes/No Date	Statement for Driver Only			
									Alcohol Or Drug Yes/No	Phys. Or Mental Yes/No	18 YOA Yes/No	First Aid or Personal Safety Card Yes/No Exp. Date
1.	Dyan Alvarez	1/28/2013	Yes	Medic 12/2022	ACLS 04/2023	Yes	Yes	Yes	Yes	Yes	Yes	No
2.	Thomas Ardito	9/29/2007	Yes	EMT 12/2022	CPR 09/2023	Yes	Yes	Yes	Yes	Yes	Yes	No
3.	Jared Boney	5/24/2008	Yes	EMT 12/2022	CPR 09/2023	Yes	Yes	Yes	Yes	Yes	Yes	No
4.	Lewis Clanton	10/15/2016	Yes	EMT 12/2022	CPR 09/2023	Yes	Yes	Yes	Yes	Yes	Yes	No
5.	Nathanael Clark	10/19/2011	Yes	EMT 12/2022	CPR 09/2023	Yes	Yes	Yes	Yes	Yes	Yes	No
6.	Joshua Curell	10/14/2003	Yes	EMT 12/2022	CPR 09/2023	Yes	Yes	Yes	Yes	Yes	Yes	No
7.	Mark Dupree	8/22/2015	Yes	EMT 12/2022	CPR 02/2023	Yes	Yes	Yes	Yes	Yes	Yes	No
8.	Jesse Elmerick	4/29/2019	Yes	EMT 12/2022	CPR 09/2023	Yes	Yes	Yes	Yes	Yes	Yes	No
9.	Joshua Farrar	8/10/2015	Yes	Medic 12/2022	ACLS 09/2022	Yes	Yes	Yes	Yes	Yes	Yes	No
10.	Robert Farruggio	10/22/2009	Yes	EMT 12/2022	CPR 09/2023	Yes	Yes	Yes	Yes	Yes	Yes	No
11.	Phillip Grier	10/19/2011	Yes	EMT 12/2022	CPR 09/2023	Yes	Yes	Yes	Yes	Yes	Yes	No
12.	Dalton Hamrick	3/15/2014	Yes	EMT 12/2022	CPR 09/2023	Yes	Yes	Yes	Yes	Yes	Yes	No
13.	William Herklotz	2/3/2010	Yes	EMT 12/2022	CPR 09/2023	Yes	Yes	Yes	Yes	Yes	Yes	No
14.	Kelley Holloway	1/6/2017	Yes	EMT 12/2022	CPR 09/2023	Yes	Yes	Yes	Yes	Yes	Yes	No
15.	Jake Johnson	1/28/2013	Yes	EMT 12/2022	CPR 09/2023	Yes	Yes	Yes	Yes	Yes	Yes	No
16.	Thomas Kelly	1/28/2013	Yes	EMT 12/2022	CPR 09/2023	Yes	Yes	Yes	Yes	Yes	Yes	No
17.	Thomas Lanzi	1/28/2013	Yes	EMT 12/2022	CPR 09/2023	Yes	Yes	Yes	Yes	Yes	Yes	No
18.	John Larsen	4/30/2011	Yes	EMT 12/2022	CPR 09/2023	Yes	Yes	Yes	Yes	Yes	Yes	No
19.	David Layman	2/23/2006	Yes	EMT 12/2022	CPR 09/2023	Yes	Yes	Yes	Yes	Yes	Yes	No
20.	Mark Liebl	7/21/2007	Yes	EMT 12/2022	ACLS 07/2022	Yes	Yes	Yes	Yes	Yes	Yes	No
21.	Greg McGee	5/13/2019	Yes	Medic 12/2022	ACLS 11/2022	Yes	Yes	Yes	Yes	Yes	Yes	No

22.	Scott Melagrano	4/18/2015	Yes	EMT 12/2022	CPR 09/2023	Yes	Yes	Yes	Yes	Yes	Yes	No
23.	Trevor Nelson	1/21/2006	Yes	EMT 12/2022	CPR 09/2023	Yes	Yes	Yes	Yes	Yes	Yes	No
24.	Tyson PannoZZo	1/20/2007	Yes	EMT 12/2022	CPR 09/2023	Yes	Yes	Yes	Yes	Yes	Yes	No
25.	Gary Stokes	10/9/2017	Yes	EMT 12/2022	CPR 09/2023	Yes	Yes	Yes	Yes	Yes	Yes	No
26.	Jesse Wilkinson	4/5/2014	Yes	EMT 12/2022	CPR 09/2023	Yes	Yes	Yes	Yes	Yes	Yes	No
27.	Karl Holtkamp	6/5/2021	Yes	Medic 12/2022	ACLS 02/2023	Yes	Yes	Yes	Yes	Yes	Yes	No
28.	Joseph West	3/11/2013	Yes	EMT 12/2022	CPR 04/2022	Yes	Yes	Yes	Yes	Yes	Yes	No
29.	Brandon Parker	11/18/2019	Yes	Medic 12/2022	ACLS 12/2021	Yes	Yes	Yes	Yes	Yes	Yes	No
30.	Alexa Sucato	6/5/2021	Yes	EMT 12/2022	CPR 05/2022	Yes	Yes	Yes	Yes	Yes	Yes	No
31.	Ryan Matos	6/5/2021	Yes	Medic 12/2022	ACLS 08/2022	Yes	Yes	Yes	Yes	Yes	Yes	No
32.	Kevin Bellucy	6/5/2021	Yes	Medic 12/2022	ACLS 05/2022	Yes	Yes	Yes	Yes	Yes	Yes	No



CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)
04/03/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Aon Risk Services Central, Inc. Philadelphia PA Office One Liberty Place 1650 Market Street Suite 1000 Philadelphia PA 19103 USA	CONTACT NAME: PHONE (A/C. No. Ext): (866) 283-7122 FAX (A/C. No.): (800) 363-0105 E-MAIL ADDRESS:																					
INSURED Atlantic/Palm Beach Ambulance, Inc. 1105 Barnett Drive Suite D Lake Worth FL 33461 USA	<table><tr><th colspan="2">INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr><tr><td>INSURER A:</td><td>ACE American Insurance Company</td><td>22667</td></tr><tr><td>INSURER B:</td><td>Indemnity Insurance Co of North America</td><td>43575</td></tr><tr><td>INSURER C:</td><td>ACE Fire Underwriters Insurance Co.</td><td>20702</td></tr><tr><td>INSURER D:</td><td>Lloyd's Syndicate No. 2623</td><td>AA1128623</td></tr><tr><td>INSURER E:</td><td>Great American Insurance Company of NY</td><td>22136</td></tr><tr><td>INSURER F:</td><td></td><td></td></tr></table>	INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A:	ACE American Insurance Company	22667	INSURER B:	Indemnity Insurance Co of North America	43575	INSURER C:	ACE Fire Underwriters Insurance Co.	20702	INSURER D:	Lloyd's Syndicate No. 2623	AA1128623	INSURER E:	Great American Insurance Company of NY	22136	INSURER F:		
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INSURER D:	Lloyd's Syndicate No. 2623	AA1128623																				
INSURER E:	Great American Insurance Company of NY	22136																				
INSURER F:																						

COVERAGES **CERTIFICATE NUMBER:** 570086879961 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

TYPE OF INSURANCE		ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY			XSLG7248194A SIR applies per policy terms & conditions	03/31/2021	03/31/2022	EACH OCCURRENCE	\$2,750,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$100,000
							MED EXP (Any one person)	
	GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						PERSONAL & ADV INJURY	\$2,750,000
A	AUTOMOBILE LIABILITY			ISAH25545138	03/31/2021	03/31/2022	GENERAL AGGREGATE	\$5,000,000
							PRODUCTS - COMP/OP AGG	\$2,750,000
							SIR/Deductible	\$250,000
E	UMBRELLA LIAB			EXC3415145	03/31/2021	03/31/2022	COMBINED SINGLE LIMIT (Ea accident)	\$10,000,000
							BODILY INJURY (Per person)	
							BODILY INJURY (Per accident)	
							PROPERTY DAMAGE (Per accident)	
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			WLRC67819299 AOS WLRC67819251 CA, MA	03/31/2021	03/31/2022	EACH OCCURRENCE	\$10,000,000
							AGGREGATE	\$10,000,000
A	ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			W18173210601 Professional Liability SIR applies per policy terms & conditions	03/31/2021	03/31/2022	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER	
							E.L. EACH ACCIDENT	\$1,000,000
							E.L. DISEASE-EA EMPLOYEE	\$1,000,000
							E.L. DISEASE-POLICY LIMIT	\$1,000,000
O	E&O-PL-XS				03/31/2021	03/31/2022	Per Claim	\$10,000,000
							SIR	\$3,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
RE: TURTLEMAN TRIATHLON - JUNE 30, 2018 PALM BEACH BOARD OF COUNTY COMMISSIONERS IS INCLUDED AS ADDITIONAL INSURED IN ACCORDANCE WITH THE POLICY PROVISIONS OF THE GENERAL LIABILITY AND AUTOMOBILE LIABILITY POLICIES. GENERAL LIABILITY POLICY EVIDENCED HEREIN IS PRIMARY AND NON-CONTRIBUTORY TO OTHER INSURANCE AVAILABLE TO AN ADDITIONAL INSURED, BUT ONLY IN ACCORDANCE WITH THE POLICY'S PROVISIONS. A WAIVER OF SUBROGATION IS GRANTED IN FAVOR OF PALM BEACH BOARD OF COUNTY COMMISSIONERS IN ACCORDANCE WITH THE POLICY PROVISIONS OF THE GENERAL LIABILITY, AUTOMOBILE LIABILITY AND WORKERS' COMPENSATION POLICIES.

CERTIFICATE HOLDER PALM BEACH COUNTY BOARD OF COUNTY COMMISSIONERS 301 N. OLIVE AVENUE, #1201 WEST PALM BEACH FL 33401 USA	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <i>Aon Risk Services Central Inc.</i>
--	---

**MEDICAL DIRECTOR STATEMENT OF DUTIES AND RESPONSIBILITIES**

THIS STATEMENT OF DUTIES AND RESPONSIBILITIES sets forth the duties and responsibilities by and between American Medical Response, Inc. ("AMR") and Joe A. Nelson, DO ("Medical Director"). The terms of this Statement are effective as of January 1, 2019.

WHEREAS, the Medical Director is an employee of AMR;

WHEREAS, the Medical Director is duly qualified and licensed to practice medicine in the state of Florida and approved to act as a medical director;

WHEREAS, the Medical Director acknowledges expertise in the field of medicine, emergency medical services, emergency medical services oversight and administration;

WHEREAS, the Medical Director as an employee of AMR is providing services of a medical director to AMR for its operations in the State of Florida, including but not limited to services to Rural/Metro Fire Dept., and AMR ground ambulance operations in the State of Florida;

DUTIES AND RESPONSIBILITIES:

1. Medical Director Services. The Medical Director shall provide the following services to AMR:

a. Provide comprehensive medical oversight (direct & indirect) for clinical services delivered by AMR's emergency medical services personnel. Physician shall participate in the implementation of clinically sound, evidence-based expectations for the EMS system;

b. Provide medical oversight and guidance for AMR's quality leadership activities through serving as a liaison between AMR and the local medical community, collaborating with local designated quality organizations and/or committees to define quality standards, identify metrics, review performance data, identify opportunities for improvement, test new processes, and ultimately to adopt best practices.

c. Review quality improvement and performance reports, provided by AMR and identify opportunities for improvement in patient care or system design and collaborate with all appropriate entities to develop an improvement program;

d. Review recorded medical command conversations (if available) to assure appropriate clinical care & decision making by all entities.

e. Review and respond to requests to review high priority clinical cases within twenty-four (24) hours of being notified;

f. Make or direct the making of such reports and records relating to patient care as may be required by AMR and/or regulatory bodies, whether public or private;

g. Develop criteria for establishment and maintenance of credentials for AMR's emergency medical services personnel;

h. Direct, coordinate, and/or participate in initial, ongoing and remedial education of emergency medical services personnel in accordance with AMR's policies;

i. Instruct and inform AMR management and governmental boards or agencies to summarily limit, suspend, or withdraw clinical credentials of emergency medical service personnel;

j. Advise and assist in the organization in implementation of an effective utilization review program for AMR and perform utilization review services;

k. Assist in the design and development of protocols, guidelines, patient information forms, medical record forms, and consent forms for use in the field or for AMR purposes;

l. Undertake activities, as reasonably requested by AMR, including but not limited to professional contacts with physicians, healthcare systems, public health agencies, paramedic associations, nursing associations, governmental agencies, and state and local medical societies in order to apprise such individuals and groups of the nature and availability of facilities and services of AMR and facilitate the exchange of information on patient care, administration, medical policy, and utilization review;

m. Actively participate in the professional development of all staff in AMR and collaborate in communicating medical competency and expertise to the medical community and general public. Give technical advice and assistance as may be requested to facilitate the evaluation, acquisition, implementation and utilization of medical equipment, expansion of AMR services, as well as general strategic planning and collaborative efforts with other healthcare systems;

n. Authorize, supervise and approve the purchase of necessary medications for pre-hospital use by AMR in accordance with the full scope of practice. Medical Director acknowledges and agrees that controlled medications are specifically included within the definition of medications covered by this Statement and Medical Director will be responsible for approving all local implementation plans for the ordering, distribution and handling of controlled substances (to include oversight and sign-off on all controlled substance records and logs in a timely manner) consistent with local, state & federal requirements. Physician shall maintain all appropriate state & federal permits, registrations or licenses necessary to prescribe controlled substances;

o. Fulfill all Medical Director Functions including protocol development, education and performance review associated with the operation of any AMR communications centers within the area;

p. Fulfill all Medical Director Functions associated with the operation of any AMR Inter-facility, Specialty or Critical Care Transport operations;

q. Perform any other functions associated with the role of a medical director as may be requested by AMR;

- r. Participate in all required activities associated with local and/or national accreditation processes;
- s. Participate in sanctioned appropriately research activities
- 2. **Standard of Care.** Medical Director shall render services in compliance with the accepted medical standard of care in the community and profession.
- 3. **Compliance with Laws.** The parties will comply in all material respects with all applicable federal and state laws and regulations including, the federal Anti-kickback statute. Medical Director shall also maintain all licenses, certifications or accreditations necessary to provide Services hereunder.
- 4. **Insurance.** AMR's professional liability insurance covers Medical Director for services that are provided under this Statement.

- 5. **HIPAA.** Each party shall comply with the privacy provisions of the *Health Insurance Portability and Accountability Act of 1996* and the regulations thereunder ("HIPAA"), and with such other requirements of HIPAA that may become effective during the Term. Each party acknowledges and agrees that it is considered a covered entity under HIPAA. Accordingly, both parties are permitted to use and disclose Protected Health Information in accordance with HIPAA without an additional written authorization of the patient as long as both parties have a direct relationship with the patient. All patient medical records shall be treated as confidential so as to comply with all state and federal laws.
- 6. **Miscellaneous.** All other terms of this Statement shall be subject to AMR's standard employee policies and procedures. The terms hereof shall be terminated
- 7.
- 8. upon termination of the employment relationship between the Medical Director and AMR.

IN WITNESS WHEREOF, the parties have hereto executed this Statement.

AMERICAN MEDICAL RESPONSE, INC.

DocuSigned by:
By: Edward Racht
Dr. Edward Racht, Chief Medical Officer on behalf of Rural/Metro
Fire Dept. and all AMR operating affiliates and subsidiaries
in the State of Florida.

DR. JOE NELSON

By: Joe A Nelson DO

AC# 9466981

STATE OF FLORIDA
DEPARTMENT OF HEALTH
DIVISION OF MEDICAL QUALITY ASSURANCE

DATE	LICENSE NO.	CONTROL NO.
02/20/2020	OS 4921	74161

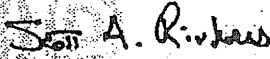
THE OSTEOPATHIC PHYSICIAN

NAMED BELOW HAS MET ALL REQUIREMENTS OF
THE LAWS AND RULES OF THE STATE OF FLORIDA.

Expiration Date: MARCH 31, 2022
JOE ALAN NELSON
2500 NW 29TH MANOR
POMPANO BEACH, FL - 33069



Ron DeSantis
GOVERNOR



Scott A. Rivkees, MD
State Surgeon General

DISPLAY IF REQUIRED BY LAW

9466981

STATE OF FLORIDA
DEPARTMENT OF HEALTH
DIVISION OF MEDICAL QUALITY ASSURANCE

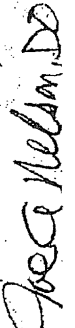
DATE	LICENSE NO.	CONTROL NO.
02/20/2020	OS 4921	74161

THE OSTEOPATHIC PHYSICIAN

NAMED BELOW HAS MET ALL REQUIREMENTS OF
THE LAWS AND RULES OF THE STATE OF FLORIDA.

Expiration Date: MARCH 31, 2022

JOE ALAN NELSON



DEA REGISTRATION			THIS REGISTRATION			FEE		
NUMBER			EXPIRES			PAID		
FN7227968			10-31-2023			\$888		
SCHEDULES			BUSINESS ACTIVITY			ISSUE DATE		
2,2N,3, 3N,4,5			PRACTITIONER			10-09-2020		
NELSON, JOE A DO RURAL/METRO FIRE DEPT, INC 1105 BARNETT DR STE D RURAL METRO FIRE DEPT INC LAKE WORTH, FL 334612603								

CONTROLLED SUBSTANCE REGISTRATION CERTIFICATE
UNITED STATES DEPARTMENT OF JUSTICE
DRUG ENFORCEMENT ADMINISTRATION
WASHINGTON D.C. 20537

Sections 304 and 1008 (21 USC 824 and 958) of the Controlled Substances Act of 1970, as amended, provide that the Attorney General may revoke or suspend a registration to manufacture, distribute, dispense, import or export a controlled substance.

THIS CERTIFICATE IS NOT TRANSFERABLE ON CHANGE OF OWNERSHIP, CONTROL, LOCATION, OR BUSINESS ACTIVITY, AND IT IS NOT VALID AFTER THE EXPIRATION DATE.

Form DEA-223 (9/2016)

CONTROLLED SUBSTANCE REGISTRATION CERTIFICATE					
UNITED STATES DEPARTMENT OF JUSTICE					
DRUG ENFORCEMENT ADMINISTRATION					
WASHINGTON D.C. 20537					
DEA REGISTRATION		THIS REGISTRATION		FEE	
NUMBER		EXPIRES		PAID	
FN7227968		10-31-2023		\$888	
SCHEDULES		BUSINESS ACTIVITY		ISSUE DATE	
2,2N,3, 3N,4,5		PRACTITIONER		10-09-2020	
NELSON, JOE A DO RURAL/METRO FIRE DEPT, INC 1105 BARNETT DR STE D RURAL METRO FIRE DEPT INC LAKE WORTH, FL 334612603					

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EMS Office
Department of Public Safety
Division of Emergency Management
20 South Military Trail
West Palm Beach, FL 33415

October 20, 2021

RE: Attachment #7, Pre-hospital Treatment and Transport Protocols

To Whom It May Concern:

This letter is to affirm that Rural Metro Fire as a Special Secondary Service Provider, will provide service for the Sikorsky complex within Palm Beach County, FL. We have adopted and will continue to use the minimum standard, pre-hospital treatment/transport protocols (2019). The use of these protocols at this location has been agreed upon by Dr. Joe A. Nelson.

Signed,

A handwritten signature in black ink that reads "Joe Nelson, DO, MS". The signature is fluid and cursive, with the letters "J", "N", and "M" being particularly prominent.

Joe A. Nelson, DO, MS, FACOEP-D, FACEP
Medical Director



EMS Office
Department of Public Safety
Division of Emergency Management
20 South Military Trail
West Palm Beach, Florida 33415

October 20, 2021

RE: Attachment 8, Trauma Transport Protocols

To Whom It May Concern:

This letter is to affirm that Rural Metro Fire as a Special Secondary Service Provider, will provide service for the Sikorsky complex within Palm Beach County, FL. We have adopted and will continue to use the county wide approved Trauma Transport Protocols, as approved by the Palm Beach County EMS Council, and the State of Florida.

Sincerely,

A handwritten signature in black ink that reads "Joe Nelson, DO, MS". The signature is fluid and cursive.

Joe A. Nelson, DO, MS, FACOEP-D, FACEP
Medical Director



October 20, 2021

EMS Office
Department of Public Safety
Division of Emergency Management
20 South Military Trail
West Palm Beach, FL 33415

RE: #12

To whom It May Concern:

There are no current, pending or past final litigations not investigations listing Rural Metro Fire Department within the State of Florida.



September 15, 2021

Department of Public Safety
Division of Emergency Management
20 South Military Trail
West Palm Beach, FL 33415

Re: Rural/Metro Fire Dept., Inc. (the "Company")

To Whom It May Concern:

I am in-house attorney for Rural/Metro Fire Dept., Inc. (the "Company"). The Company is an indirect wholly-owned subsidiary of AMR Holdco, Inc. ("AMR"). As an operating subsidiary of AMR, the Company does not maintain separate audited financials. If you need additional details on the Company's ownership or any other information, please do not hesitate to contact me directly.

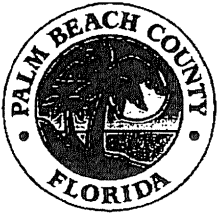
Sincerely,

RURAL/METRO FIRE DEPT., INC.

DocuSigned by:
A handwritten signature in black ink, appearing to read "Walter J. Landen, Jr.", is written over a white rectangular background.

60BC7C6D3A11462...
Walter J. Landen, Jr., Esq.
Deputy General Counsel

cc: Allen Ward
Regional Director, Specialty Fire



**Department of Public Safety
Division of Emergency Management**

20 South Military Trail
West Palm Beach, FL 33415
(561) 712-6400
FAX: (561) 712-6464
www.pbcgov.com



**Palm Beach County
Board of County
Commissioners**

Robert S. Weinroth, Mayor

Gregg K. Weiss, Vice Mayor

Maria G. Marino

Dave Kerner

Maria Sachs

Melissa McKinlay

Mack Bernard

County Administrator

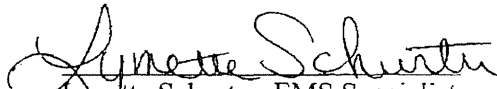
Verdenia C. Baker

*"An Equal Opportunity
Affirmative Action Employer"*

Official Electronic Letterhead

Audited financial statements were provided with this application but have been redacted as trade secrets pursuant to Section 812.081, Florida Statute.

A copy of the audited financial statements will be maintained in the Palm Beach County Division of Emergency Management's records located in the office of the EMS Specialist.


Lynette Schurter, EMS Specialist
561-712-6696



October 20, 2021

EMS Office
Department of Public Safety
Division of Emergency Management
20 South Military Trail
West Palm Beach, FL 33415

RE: # 13

We are a non-transport Special Secondary Service Provider, contracted to Sikorsky Aircraft RMS, we do not charge fees.



October 20, 2021

EMS Office
Department of Public Safety
Division of Emergency Management
20 South Military Trail
West Palm Beach, FL 33415

RE: #14

Our agency has no current or previous history of providing BLS or ALS services. We will be applying for a conditional COPCN.



October 20, 2021

EMS Office
Department of Public Safety
Division of Emergency Management
20 South Military Trail
West Palm Beach, FL 33415

RE: #15

To whom It May Concern:

We are seeking to become a new service provider therefore we do not have six years of vehicle or staff inspections.

Section: <i>ADM (Administration)</i>	Effective Date: July 9, 2020
Policy Type: <i>Administrative Control</i>	Revision Date(s): October 20, 2021

PURPOSE: To establish a uniform procedure for quality assurance and quality improvement regarding all Emergency Medical Services care rendered and documents generated by the department.

GENERAL INFORMATION:

- I. Per Dr. Nelson (Department Medical Director) and Chief Andy Dyer, 100% of the run reports entered into MEDS software will be reviewed by Chief Dyer or Assistant Chief Farrar.
- II. The department will meet semiannually with all the department paramedics, leadership and the medical director to discuss run reports, protocols and any other topics regarding QA/QI that might arise.
- III. Semiannual meetings to include meeting minutes and attendees will be documented in Firehouse Software.
- IV. This procedure is consistent with Florida Statute Section 401.265 and Rule 64J-1, Florida Administrative Code.



Joe A. Nelson, DO, MS, FACOEP-D, FACEP

Medical Director



Mark Liebl
Fire Chief



Greg McGee EMS Chief

34-8
Agenda Item #:

PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS
AGENDA ITEM SUMMARY

RW/GW 7-0

R-2020-0432

Meeting Date: May 5, 2020

☒ Consent ☐ Regular
☐ Ordinance ☐ Public Hearing

Department: Facilities Development & Operations

I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to approve: An Agreement with Rural/Metro Fire Dept., Inc, ("Participant") a corporation licensed to do business in the State of Florida allowing for interoperable communications through the countywide and EMS common talk groups of the County's 800 MHz Radio System for a period of five (5) years from May 5, 2020 through May 4, 2025.

Summary: This Agreement provides the terms and conditions under which the Participant can program into its radios and utilize the countywide and EMS common talk groups for certain inter-agency communications. The Participant is being permitted such use because it has contracted with Sikorski Aircraft to provide Advanced Life Support and Emergency Medical Services. The Participant will only be able to access the common talk groups for specified types of communications and will conduct routine operational communications on its own radio system. The terms of the Agreement are standard and have been offered to all municipalities and local branches of State/Federal agencies and ambulance service providers with 800 MHz trunked radio capabilities. There are no charges associated with this Agreement, but the Participant is required to pay all costs associated with Participant's subscriber units and to comply with the established operating procedures for the System. The Agreement may be terminated by either party, with or without cause. The term of the Agreement is for five (5) years or until the expiration or termination of the Participant's Certificate of Public Convenience and Necessity, whichever comes first. There are two (2) renewal options, each for a term of five (5) years. (ESS) Countywide (LDC)

Background and Justification: This Agreement provides interoperability via use of the countywide and EMS common talk groups, which is the lowest level of interoperability approved by the Communications Systems and Operations Policy Advisory Committee. As such there is no capacity impact to the County and hence no charges associated with this Agreement.

Attachments:

Agreement

Recommended By: MB

Amy W...

Department Director

4/2/2020

Date

Approved By:

W. Baker
County Administrator

4/15/2020
Date

II. FISCAL IMPACT ANALYSIS


A. Five Year Summary of Fiscal Impact:

Fiscal Years	2020	2021	2022	2023	2024
Capital Expenditures					
Operating Costs					
External Revenues					
Program Income (County)					
In-Kind Match (County)					
NET FISCAL IMPACT	0.00	0.00	0.00	0.00	0.00
# ADDITIONAL FTE POSITIONS (Cumulative)	*				

Is Item Included in Current Budget: Yes No
Does this item include the use of federal funds? Yes No

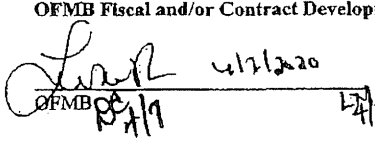
Budget Account No:
Fund Dept Unit Revenue Source
Fund Dept Unit Revenue Source

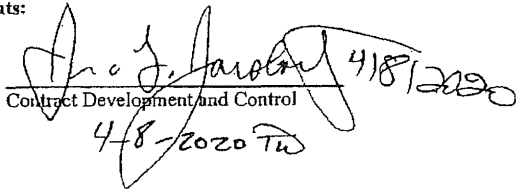
B. Recommended Sources of Funds/Summary of Fiscal Impact:
* There is no fiscal impact associated with this item

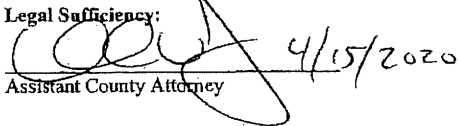
C. Departmental Fiscal Review: 

III. REVIEW COMMENTS

A. OFMB Fiscal and/or Contract Development Comments:


OFMB
4/12/2020


Contract Development and Control
4/8/2020 TW

B. Legal Sufficiency:

Assistant County Attorney
4/15/2020

C. Other Department Review:

Department Director

This summary is not to be used as a basis for payment.

AGREEMENT

THIS AGREEMENT ("Agreement") is made and entered into this 2020 0432 MAY 05 2020 day of _____, by and between PALM BEACH COUNTY, a political subdivision of the State of Florida ("County") and Rural/Metro Fire Dept., INC., a Foreign Profit Corporation licensed to do business in the State of Florida, ("Participant").

WITNESSETH

WHEREAS, the County is continually identifying more effective service delivery methods which result in enhanced public safety services to the residents of Palm Beach County; and

WHEREAS, the County has purchased, designed, installed, and operates a Public Safety Radio System that supports the needs of the Palm Beach County Sheriff's Office, Palm Beach County Fire Rescue, Palm Beach County Emergency Medical Services, and various Palm Beach County general government agencies; and

WHEREAS, the County and the Participant have determined that the ability to provide interoperable communications is critical to the effective and efficient provision of public safety services; and

WHEREAS, it has been determined to be mutually beneficial to both Parties to execute this Agreement which sets forth the parameters under which the Participant can access the Emergency Medical Services (EMS) and Common Talk Groups established on the County's Public Safety Radio System to receive the public safety benefit of EMS communications and interoperability; and

WHEREAS, the Palm Beach County Public Safety Department/Emergency Management Division has requested that the Participant be granted limited access to the County's Public Safety Radio System in order to enhance communication and coordination efforts between hospitals and medical response providers.

NOW THEREFORE, in conjunction with the mutual covenants, promises and representations contained herein, the parties hereto agree as follows:

SECTION 1: PURPOSE

The purpose of this Agreement is to set forth the parameters under which the County will provide access to the EMS and Common Talk Groups established on the County System specifically to provide interoperable communications among public safety agencies capable of accessing this feature of the County System. This Agreement also identifies the conditions of use, the monitoring requirements, and ability of the Participant to participate in the operational decisions relating to the use of the EMS and Common Talk Groups.

SECTION 2: DEFINITIONS

2.01 Certificate of Public Convenience and Necessity (COPCN): is a certificate with endorsements issued by the Board of County Commissioners, deeming it to be in the public convenience and necessity for the named advanced life support provider to operate within the confines of the County, as authorized in Section 401.25, Florida Statutes, as amended.

2.02 Common Talk Groups: Talk groups established on the County's System that are made available to County agencies, municipalities and other non-County agencies for interoperable communications between agencies for the purpose of providing mutual assistance and planning and execution of on-scene operations.

2.03 County Talk-Groups: Talk groups established on the County's System that are made available to County agencies providing for inter-departmental communications. These talk groups are reserved for particular departments/agencies and only available to outside departments by separate agreements.

2.04 EMS Talk Groups: Talk groups established on the County's System that are made available for emergency service personnel to communicate directly with hospitals in and around Palm Beach County.

2.05 Participant Equipment: Also known as "agency radios," are Participant owned P25 compliant handheld and mobile radios and control stations that operate in the 800 MHz spectrum that have the ability to be programmed and used on the County's System.

2.06 Radio Alias: The unique name assigned to an operator's radio that displays on the dispatcher's console when a radio transmits.

2.07 SmartZone Controller: The SmartZone Controller is the central computer that controls the operation of the County's Public Safety Radio System. The SmartZone Controller manages access to System features, functions, and talk-groups.

2.08 System: The Public Safety Radio System funded, purchased, installed, maintained and owned by the County.

2.09 System Manager: An employee within the County's Electronic Services & Security Division of the Department of Facilities Development & Operations with the title Radio System Manager who is responsible for day to day administration and management of the System and the County's designated contact person pursuant to various sections of this Agreement.

SECTION 3: ADMINISTRATION

3.01 System Contact: The Palm Beach County Electronic Services & Security Division's System Manager will be the Participant's day to day contact and can be reached at 561-233-0837. The Electronic Services & Security Division is staffed from 8:00 a.m. to 5:00

p.m., Monday through Friday, excluding County holidays. After hours emergency contact will be made through the County's Emergency Operations Dispatch Center at 561-712-6428 and the appropriate contact will be made.

3.02 CRSSC. The System Maintenance and Administration Plan as referenced on Attachment I hereto, identifies the general procedures for the management of the System and procedures for input through the user committees into operating procedure development. The plan establishes the Countywide Radio System Steering Committee (CRSSC), which is responsible for overseeing and implementing the policies and procedures for the County's System.

3.03 Compliance with System Policies and Procedures. The Participant shall follow all policies and standard operating procedures in place at the time of this Agreement as well as those developed in the future and issued to the Participant by the System Manager. The Participant agrees to comply with any enforcement actions required by these policies and procedures for misuse or abuse of the County's System.

SECTION 4: COUNTY SYSTEM & RESPONSIBILITIES

4.01 County System. The County System consists of eleven (11) transmit and receive sites with co-located microwave equipment and three (3) microwave only sites that provide network connectivity as well as the SmartZone Controller.

4.02 Coverage for Common Talk Groups. The County System provides seamless County-wide portable and mobile radio coverage for the EMS and Common Talk Groups. The radio coverage for the EMS and Common Talk Groups is identical to that of other County Talk Groups that reside on the County's System.

4.03 County Responsibilities for System Maintenance and Operations. The County shall be responsible for the maintenance and operation of the County's System, including all costs associated with permitting and licensing.

4.04 Scheduled Outages. The County shall maintain the coverage as described in the County's contract with Motorola R2015-1673, dated 11/17/15, and as described within Participant's geographic boundaries as described in Participant's COPCN, throughout the term of this Agreement except for times of scheduled preventive maintenance, where it will be required to disable portions of the network for a pre-determined length of time or during times of system failures. The Participant shall be notified of scheduled preventive maintenance, pursuant to the policies and procedures referenced on Attachment I hereto.

4.05 Management. The County shall be responsible for talk group and fleet mapping management in accordance with the policies and procedures set forth on Attachment I, as may be amended and updated from time to time.

SECTION 5: PARTICIPANT EQUIPMENT AND RESPONSIBILITIES

5.01 Participant Equipment. The Participant's equipment will be P25 compliant 800 MHz mobile, portable, and control station equipment programmed to be used on the County's System. Equipment other than that manufactured by Motorola shall be approved by the System Manager prior to purchase by the Participant. The Participant is required to keep its equipment in proper operating condition and the Participant is responsible for maintenance of its radio equipment.

5.02 Agreement Limited to EMS and Common Talk Groups. The Participant will only program the EMS and Common Talk Groups and the individual unit ID numbers assigned by the System Manager as part of this Agreement. The Participant will **not** program into its radios the County operational talk groups without a letter of authorization or a signed agreement from the County.

5.03 Participant Contacts. The Participant shall provide the County with a list of persons/positions, which are authorized to request activating/deactivating existing units or new units. No programming will be undertaken by the Participant or its service provider until requested and approved in writing by the System Manager.

5.04 County Confidential Information. The Participant shall receive certain access codes to the County's System to enable the Common Talk Groups to be programmed into the Participant's equipment. *The access codes are considered to be exempt and confidential security system information under F.S. 119.071(3) and must not be released to the public or unauthorized persons.* The access codes are to be treated as confidential information and the Participant is responsible for safeguarding and protecting the confidentiality of the code information from release to unauthorized parties. All confidential security system information and data obtained, developed, or supplied by the County ("Confidential Information") will be kept confidential by the Participant and will not be disclosed to any other party, directly or indirectly, without the County's prior written consent, unless required by law or lawful order. All system parameters shall remain the County's property, and may only be reproduced or distributed with the written permission of the County. The Participant agrees that the County has sole and exclusive ownership of all right, title and interest to the Confidential Information and may be recalled at any time.

5.04.01 Authorized Parties. Service staff directly employed by the Participant shall be considered authorized to receive access and programming codes for the maintenance of the Participant's radio equipment. Commercial service providers are not considered authorized to receive access to programming codes for the System. If the Participant plans to use commercial services for its system or subscriber unit maintenance, the Participant must include confidentiality requirements in their contracts with the commercial service providers acceptable to the System Manager before access or programming codes may be released to these companies.

5.04.02 Commercial Service Providers. Commercial maintenance service providers are **not** considered authorized to receive access to programming codes for the

County's System, unless meeting the requirements of Section 5.04.03 and/or 5.04.04 below. If the Participant does not have employees capable of programming Participant radio equipment or prefers to have others program Participant radio equipment, it may request that the Palm Beach County Sheriff's Office, Palm Beach County Fire Rescue or Palm Beach County Electronic Services & Security Division program Participant's radio equipment under the terms of a separate agreement.

5.04.03 County Review of Existing Service Provider Agreements. If the Participant uses a commercial service provider to program Participant radio equipment at the time of execution of this Agreement, and desires that the commercial service provider program the Participant radio equipment with the EMS and Common Talk Groups, the Participant must submit its existing contract with the commercial service provider to the System Manager for review. The review will focus on whether the contract terms between the Participant and the commercial service provider are adequate to protect the County's System from misuse, harm or release of access and programming codes to unauthorized persons. Notwithstanding the previous statement, the County retains the right, in its sole opinion with or without written reason or cause, to approve or disapprove the use of a commercial service provider. If approved, the System Manager will release the access and programming codes to the commercial service provider. The Participant will be responsible for ensuring that the commercial service provider adheres to the terms of this Agreement pertaining to the proper use of programming codes and radio equipment and pertaining to the safeguarding and protection of the confidentiality of the access codes. If not approved, the Participant shall use the Palm Beach County Sheriff's Office, Palm Beach County Fire Rescue, or the Palm Beach County Electronic Services & Security Division to program Participant radio equipment with EMS and Common Talk Groups.

5.04.04 Review of Bid Documents for Service Provider. If the Participant intends to use a commercial service provider to program Participant radio equipment with the EMS and Common Talk Groups, the Participant shall submit the appropriate bid documents/contract to the System Manager for approval prior to soliciting a bid or quote from the commercial service provider. The System Manager will work with the Participant to develop the appropriate language for the contract which will allow for approval of the commercial service provider. Notwithstanding the previous statement, the County retains the right, in its sole opinion with or without written reason or cause, to approve or disapprove the use of a commercial service provider. If approved, the System Manager will release the access and programming codes to the commercial service provider. The Participant will be responsible for ensuring that the commercial service provider adheres to the terms of this Agreement pertaining to the proper use of the programming codes and radio equipment use and the terms requiring the safeguarding and protection of the confidentiality of the access codes. If not approved, the Participant shall use the Palm Beach County Sheriff's Office, Palm Beach County Fire Rescue, or Palm Beach County Electronic Services & Security Division to program Participant radio equipment with EMS and Common Talk Groups.

5.04.05 Survival. The provisions of this section regarding the Participant's duty to keep the County's access codes confidential shall survive the termination or expiration of this Agreement.

5.05 Malfunctioning Participant Equipment. The Participant is solely responsible for the performance and the operation of the Participant equipment and any damages or liability resulting from the use thereof. Should the County identify malfunctioning Participant owned equipment; the County will request that the Participant discontinue use of the specific device until the repairs are completed. The County may, in its discretion, disable the equipment from the System after properly notifying the Participant in writing if the device is causing interference to the System.

5.06 Stolen or Lost Participant Radios. In the case of lost or stolen equipment, the Participant will notify the System Manager by e-mail authorizing the System Manager to disable the equipment. The authorization shall provide the County issued individual unit ID number and the serial number of the radio. The System Manager will advise via e-mail when the radio has been disabled. A request by the Participant to re-activate a disabled radio must be in writing by e-mail to the System Manager.

5.07 COPCN. Prior to obtaining the access codes to the County's System, the Participant shall obtain a COPCN, which will detail the emergency services that can be conducted by the Participant as well as the geographical area within the County where it can perform services. The Participant must maintain its COPCN in order to use the access codes for the County's System.

5.08 Use of Radio Equipment. Radio equipment programmed with access codes for the County's System shall only be used by staff directly employed by the Participant and shall only be used in the locations authorized by the COPCN.

SECTION 6: SUBSCRIBER UNIT INFORMATION TO BE PROVIDED BY PARTICIPANT

The Participant will be required to provide to the County an initial inventory of the radios that are proposed to be programmed for use of the EMS and Common Talk Groups. The Participant will provide the following information to the County:

- Radio manufacturer and model numbers.
- Radio serial numbers.
- Requested aliases to be programmed.

The System Manager will then compile this information and transmit back to the Participant a matrix of the County-wide Talk Groups, aliases, and radio ID numbers prior to the Participant's radios being activated on the County's Public Safety Radio System. The Participant is responsible for adhering to the Talk-Group and Radio ID allocations established by

the County. The County's Talk-Group and Radio ID allocations are on file with the County and available upon request.

SECTION 7: UTILIZATION AND MONITORING OF EMS AND COMMON TALK GROUPS

7.01 Purpose of EMS Talk Groups. The EMS Talk Group was implemented specifically for emergency medical communications between the emergency providers and hospitals in and around Palm Beach County. The usage of the talk groups are defined below. Typical Usage Scenario:

- A field unit requiring communications with a hospital will request communications through the County's Fire Rescue Dispatch Center on its currently assigned talk-group or on a MED Control talk-group.
- The Fire Rescue Dispatch Center will approve the request that the field unit change talk-groups to the requested hospital talk-group.
- The field unit will then switch to the appropriate talk-group.
- At the conclusion of the communications the field unit will switch back to its assigned talk-group and advise the Fire Rescue Dispatch Center of its return.

7.02 Purpose of Common Talk Groups. The Common Talk Groups were implemented specifically for inter-agency communication among multiple agencies, regardless of their specific discipline or affiliation. They were also created to allow communications between agencies without requiring cross-programming operational talk groups in each agency's radios.

Typical Usage Scenario:

- A unit requesting to coordinate a multi-jurisdictional operation or call for mutual assistance, places a call on the Call Talk Group for the appropriate discipline (i.e. Law Enforcement, Fire Rescue, or Local Government) to the dispatch center of the required agency(ies).
- The responding dispatch center assigns one of the Common Talk Groups to the requesting unit and contacts its agency's unit(s) and requests that the user switch to the corresponding talk group.
- The participating units would communicate on the Common Talk Group(s) and upon completion of the operation; the talk-group is cleared of all radio traffic and put back into the pool for other agencies.

7.03 Approved Uses. Usage of the EMS and Common Talk Groups is authorized to coordinate multi-jurisdictional fire/law enforcement/disaster recovery operations such as fires requiring multi-agency responses, police pursuit through multiple jurisdictions, coordination and response to local emergencies and disasters, and for emergency medical communications

between emergency providers and hospitals in and around Palm Beach County. Other authorized uses include undercover operations, investigations, perimeter communications, fire ground coordination, scene security and landing zone communications requiring participation of multiple agencies and disciplines.

7.04 Prohibited Uses. The EMS and Common Talk Groups shall not be used for every-day routine communications or as an extra talk group for agencies that have cross programming agreements and duplicated talk groups programmed into their radios. Other prohibited uses include communications for special events and operations, use as an additional dispatch, administrative or a car to car talk group for a single agency.

7.05 Required Monitoring. Agencies requesting to use the EMS and Common Talk Groups by this Agreement have a requirement to monitor the Calling Talk Group in their respective dispatch center to respond to calls for assistance from field units. The dispatch centers which combine more than one discipline in their dispatch center are required to monitor the disciplines which are dispatched. Agencies which do not utilize their own dispatch center are not required to monitor the Calling Talk Group.

SECTION 8: LIABILITY

8.01 No Representation as to Fitness. The County makes no representations about the design or capabilities of the County's System. The Participant has decided to enter into this Agreement and use the County's System on the basis of having interoperability with the County and /or other municipalities during times of mutual aid and/or joint operations. The County agrees to use its best reasonable efforts to provide the Participant with full use of the EMS and Common Talk Groups but makes no guarantee as to the continual, uninterrupted use of the System, or its fitness for the communication needs of the Participant.

8.02 Indemnification. The Participant agrees to protect, defend, reimburse, indemnify and hold County, its agents, employees and elected officials and each of them (hereinafter collectively and for the purposes of this paragraph, referred to as "County"), free and harmless at all times from and against any and all claims, liability, expenses, losses, costs, fines and damages (including attorney's fees at trial and appellate levels) and causes of action of every kind and character against, or in which County is named or joined, of any damage to property or the environment, economic losses, or bodily injury (including death) incurred or sustained by any party hereto, or of any party acquiring an interest hereunder, and any third party or other party whomsoever, or any governmental agency, arising out of or in incident to or in connection with Participant's performance under this Agreement, the condition of the property, Participant's acts or omissions or operations hereunder, of the performance, non-performance or purported performance of the Participant of any breach of the terms of this Agreement; provided however, that Participant shall not be responsible to County for damages resulting out of bodily injury or damages to property which Participant can establish as being primarily attributable to the negligence of the County.

Participant further agrees to hold harmless and indemnify County for fines, citations, court judgments, insurance claims, restoration costs or other liability resulting from Participant's

activities pursuant to this Agreement, whether or not Participant was negligent or even knowledgeable of any events precipitating a claim or arising as a result of any situation involving Participant's activities.

Participant shall indemnify, defend and save County harmless from and against any and all claims, actions, damages, liability and expense in connection with: (i) loss of life, personal injury and/or damage to or destruction of property arising from or out of any use or lack thereof, of the County's System; (ii) use by Participant, or (iii) any act or omission of Participant, its agents, contractors, employees or invitees. In case County shall be made a party to any litigation commenced against the Participant or by Participant against any third party, then Participant shall protect and hold harmless and pay all costs and attorney's fees incurred by County in connection with such litigation, and any appeals thereof.

8.03 No Responsibility for Third Party Claims. Neither the County nor the Participant shall be liable to each other or for any third party claim, which may arise out of the services provided hereunder or of the radio System itself, its operation or use, or its failure to operate as anticipated, upon whatever cause of action any claim is based. The System is designed to assist qualified law enforcement, fire, and other emergency service professionals. It is not intended to be a substitute for the exercise of judgment or supervision of these professionals. Both parties acknowledge that the responsibility for providing law enforcement, fire, or other emergency services rests with the agency which is providing such service and not necessarily either party to this Agreement.

8.04 No Consequential Damages. The terms and conditions of this Agreement incorporate all the rights, responsibilities, and obligations of the parties to each other. The remedies provided herein are exclusive. The County and the Participant waive all other remedies with respect to each other, including, but not limited to, consequential and incidental damages.

8.05 Survival. The provisions of this section shall survive the termination or expiration of this Agreement.

SECTION 8A: INSURANCE

The Participant shall at its sole expense, maintain in effect at all times during the performance of work hereunder insurance coverage with limits not less than those set forth below and with insurers and under forms of policies acceptable to the County.

During the term of this Agreement, Participant shall maintain Workers Compensation Insurance and Employers Liability insurance in accordance with Chapter 440 Florida Statutes and applicable Federal Acts. This coverage shall be provided on a primary basis. If any work is subcontracted, Participant shall require all subcontractors to similarly comply with this requirement unless such subcontractor's employees are covered by the Participant's Workers Compensation Insurance policy.

Participant shall purchase and maintain during the term of this Agreement, Commercial General Liability insurance (required coverages, premises/operations, independent contractors,

products/completed operations, contractual liability, broad form liability, X-C-U coverages, if applicable) in the amount no less than \$1,000,000 per occurrence.

Should any of the work hereunder involve water craft owned or operated by Participant or any subcontractor, such shall be insured under the Commercial General Liability policy or by other such liability insurance such as Protection and Indemnity in an amount no less than \$5,000,000 per occurrence.

Should any of the work hereunder involve aircraft (fixed wing or helicopter) owned or operated by Participant or any subcontractor, Participant shall procure and maintain Aircraft Liability insurance in the amount of \$5,000,000 per occurrence bodily injury (including passengers) and property damage.

Should the Participant provide patient carrier services using Participant owned or leased vehicles, the Participant shall purchase and maintain during the term of this Agreement, Business Automobile Liability insurance covering on all owned, non-owned and hired automobiles with all of the limits, terms and conditions with a combined single limit bodily injury and property damage in an amount no less than \$1,000,000 per occurrence.

The requirements contained herein as to types and limits, as well as County's approval of insurance coverage to be maintained by Participant are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by Participant under this Agreement.

The County shall be named as an Additional Insured on each liability insurance policy required, except for Workers Compensation and Business Auto Liability. The additional insured endorsements shall provide coverage on a primary basis. The Additional Insured endorsement shall read "Palm Beach County Board of County Commissioners, a political subdivision of the State of Florida, its Officers, Employees and Agents", c/o Electronic Services & Security Division, 2633 Vista Parkway, West Palm Beach, FL, 33411. All involved policies must be endorsed so that thirty (30) days notification of cancellation and any material change(s) in coverage shall be provided to the Board of County Commissioners of Palm Beach County.

The Certificates of Insurance must provide clear evidence that Participant's Insurance Policies contain the minimum limits of coverage and special provisions prescribed in this Section, in accordance with all of the limits, terms and conditions set forth above and shall remain in force during the entire term of this Agreement. Prior to the execution of this Agreement, Participant shall deliver to County Certificate of Insurance, evidencing that such policies are in full force and effect. Such Certificates shall adhere to the conditions set forth herein. Such initial evidence of insurance shall be sent to:

Palm Beach County
C/O Facilities Development & Operations Department
Attn: Business & Community Agreements Manager
2633 Vista Parkway
West Palm Beach, FL 33410

During the term of the Agreement and prior to each subsequent renewal thereof, the Participant shall provide this evidence of compliance with the insurance requirements contained herein to the County. Said Certificate(s) of Insurance shall, to the extent allowable by the insurer, include a minimum thirty (30) day endeavor to notify due to cancellation (10 days for nonpayment of premium) or non-renewal of coverage. Should Participant fail to maintain the insurance required herein, the County may terminate Participant's use of the Radio System until coverage is reinstated.

County may request evidence of compliance with the insurance requirements during the term of this Agreement and Participant shall supply such evidence within forty-eight (48) hours of the County's request to do so, by delivering to the County a signed Certificate(s) of Insurance evidencing that all types and amounts of insurance coverages required by this Agreement have been obtained and are in full force and effect.

SECTION 9: OWNERSHIP OF ASSETS

All assets maintained under this Agreement will remain assets of the respective party.

SECTION 10: TERM OF AGREEMENT

10.01 Initial Term. The initial term of this Agreement is for five (5) years and shall commence immediately upon full execution of this Agreement or obtaining a COPCN, whichever occurs later.

10.02 Renewals. The Agreement may be renewed for two (2) additional terms of five (5) years each. At least six (6) months prior to the expiration of this Agreement's term, the Participant shall provide the County with a request to renew this Agreement. Such renewal will require approval of both parties and the County may not unreasonably withhold its approval of the renewal.

SECTION 11: AMENDMENTS TO THIS AGREEMENT

This Agreement may be amended from time to time by written amendment as agreed to by all parties.

SECTION 12: TERMINATION

This Agreement shall terminate if Participant's COPCN expires or is revoked and may be terminated by either party, with or without cause upon ten (10) days written notice to the other party. Upon notice of termination, the System Manager will proceed to disable the Participant's radios from the County's System. It will be the responsibility of the Participant to reprogram the Participant's radios removing the County's System information from the radios. The Participant will complete reprogramming the Participant's radios within sixty (60) days of the date of termination. A Participant with greater than one hundred (100) radios will be given ninety (90) days to re-program its radios.

SECTION 13: NOTICES

Any notice given pursuant to the terms of this Agreement shall be in writing and be delivered by Certified Mail, Return Receipt Requested. The effective date of such notice shall be the date of receipt, as evidenced by the Return Receipt. All notices shall be addressed to the following:

As to the County:

County Administrator
301 North Olive Avenue
West Palm Beach, FL 33401

Director, Facilities Development & Operations
2633 Vista Parkway
West Palm Beach, FL 33411-5603

With a copy to:

Radio System Manager
Palm Beach County Electronic Services & Security Division
2601 Vista Parkway
West Palm Beach, FL 33411-5610

County Attorney's Office
301 North Olive Avenue
West Palm Beach, FL 33401

As to the Participant:

c/o Legal Department
Rural/Metro Fire Dept., INC,
6363 S Fiddler's Green Circle, 14th Floor
Greenwood Village, CO 80111

SECTION 14: APPLICABLE LAW

This agreement shall be governed by the laws of the State of Florida.

SECTION 15: FILING

A copy of this Agreement shall be filed with the Clerk of the Circuit Court in and for Palm Beach County.

SECTION 16: ENTIRE AGREEMENT

This Agreement and any Attachments hereto constitute all agreements, conditions and understandings between the County and the Participant concerning access to the EMS and Common Talk Groups. All representations, either oral or written, shall be deemed to be merged into this Agreement, except as herein otherwise provided, no subsequent alteration, waiver, change or addition to this Agreement shall be binding upon the County or Participant unless reduced to writing and signed by them.

SECTION 17: DELEGATION OF DUTY

Nothing contained herein shall be deemed to authorize the delegation of the Constitutional or Statutory duties of the County’s officers.

**SECTION 18: PALM BEACH COUNTY OFFICE OF THE INSPECTOR GENERAL
AUDIT REQUIREMENTS**

Palm Beach County has established the Office of the Inspector General in Palm Beach County Code, Section 2-421 - 2-440, as may be amended. The Inspector General is authorized with the power to review past, present and proposed County contracts, transactions, accounts and records. The Inspector General’s authority includes, but is not limited to, the power to audit, investigate, monitor, and inspect the activities of entities contracting with the County, or anyone acting on their behalf, in order to ensure compliance with contract requirements and to detect corruption and fraud. Failure to cooperate with the Inspector General or interfering with or impeding any investigation shall be a violation of Palm Beach County Code, Section 2-421 - 2-440, and punished pursuant to Section 125.69, Florida Statutes, in the same manner as a second degree misdemeanor.

SECTION 19: NO THIRD PARTY BENEFICIARY

No provision of this Agreement is intended to, or shall be construed to, create any third party beneficiary or to provide any rights to any person or entity not a party to this Agreement, including but not limited to any citizen or employees of the County and/or Participant.

SECTION 20: NON-DISCRIMINATION

The County is committed to assuring equal opportunity in the award of contracts and complies with all laws prohibiting discrimination. Pursuant to Palm Beach County Resolution R2017-1770, as may be amended, the Participant warrants and represents that throughout the term of the Agreement, including any renewals thereof, if applicable, all of its employees are treated equally during employment without regard to race, color, religion, disability, sex, age, national origin, ancestry, marital status, familial status, sexual orientation, gender identity or expression, or genetic information. Failure to meet this requirement shall be considered default of the Agreement.

SECTION 21: ASSIGNMENT

Participant may not assign, mortgage, pledge, or encumber this Agreement in whole or in part, without prior written consent of County, which may be granted or withheld at the County's absolute discretion. This provision shall be construed to include a prohibition against an assignment, mortgage, pledge, encumbrance or sublease, by operation of law, legal process, receivership, bankruptcy, or otherwise, whether voluntary or involuntary.

SECTION 22: SEVERABILITY

If any term of the Agreement or the application thereof to any person or circumstance shall be determined by a court of competent jurisdiction to be invalid or unenforceable, the remainder of the Agreement, or the application of such term to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term of the Agreement shall be valid and enforceable to the fullest extent permitted by law.

SECTION 23: COUNTERPARTS

This Agreement may be executed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement.

SECTION 24: ANNUAL BUDGETARY FUNDING/CANCELLATION

This Agreement and all obligations of County hereunder requiring the expenditure of funds are subject to and contingent upon annual budgetary funding and appropriations by the Palm Beach County Board of County Commissioners .

SECTION 25: EFFECTIVE DATE

This Agreement is expressly contingent upon the approval of the Palm Beach County Board of County Commissioners and shall become effective only when signed by all Parties and approved by the Palm Beach County Board of County Commissioners.

THE REMAINDER OF THIS PAGE LEFT BLANK INTENTIONALLY

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


ATTEST:

R2020 0432 MAY 05 2020

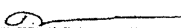
SHARON R. BOCK
CLERK & COMPTROLLER

PALM BEACH COUNTY, a political
subdivision of the State of Florida

By:


Deputy Clerk

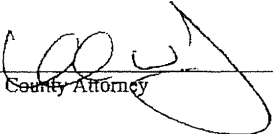
By:


Dave Kerner, Mayor

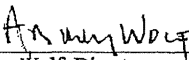
APPROVED AS TO
LEGAL SUFFICIENCY:

APPROVED AS TO TERMS AND
CONDITIONS:

By:


County Attorney

By:

MB 
Audrey Wolf, Director
Facilities Development & Operations

WITNESS:

RURAL/METRO FIRE DEPT., INC,

By: Nellie E Phifer
Witness Signature
Nellie E. Phifer
Print Signature Name

By: Edward Van Horne
Edward Van Horne, ~~President~~ President and CEO

By: Kimberly Brandt
Witness Signature
Kimberly Brandt
Print Signature Name

ATTACHMENT I
PALM BEACH COUNTY
PUBLIC SAFETY RADIO SYSTEM
POLICIES AND PROCEDURES

Policy / Procedure Title

1. Countywide Use of 800 MHz System (O.P. # I-01)
2. Countywide Use of 800 MHz System Talk Groups (O.P. # I-04)
3. Monitoring and Evaluation of Public Safety Radio System Talk Groups (O.P. # I-05)
4. Emergency Medical Communications (O.P. # I-06)
5. Reporting of Problems and Modifications of the Public Safety Radio System (O.P. # I-07)
6. Countywide Use of Public Safety Radio System During Times of Catastrophic Failure which result in non-trunking "conventional" operation (O.P. # I-10)
7. System Maintenance and Administration Plan

REFERENCE COPY

This is not an official FCC license. It is a record of public information contained in the FCC's licensing database on the date that this reference copy was generated. In cases where FCC rules require the presentation, posting, or display of an FCC license, this document may not be used in place of an official FCC license.



Federal Communications Commission
Wireless Telecommunications Bureau

RADIO STATION AUTHORIZATION

LICENSEE: SIKORSKY, A LOCKHEED MARTIN COMPANY

ATTN: CHIEF ANTHONY DYNDERSKI
SIKORSKY, A LOCKHEED MARTIN COMPANY
2324 SE AVIATION WAY
STUART, FL 34996

Call Sign WPUP804	File Number
Radio Service IG - Industrial/Business Pool, Conventional	
Regulatory Status PMRS	
Frequency Coordination Number	

FCC Registration Number (FRN): 0017533196

Grant Date 03-02-2012	Effective Date 01-12-2016	Expiration Date 04-10-2022	Print Date
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STATION TECHNICAL SPECIFICATIONS

Fixed Location Address or Mobile Area of Operation

- Loc. 1 Address: 17900 BEELINE HWY
City: JUPITER County: PALM BEACH State: FL
Lat (NAD83): 26-54-08.2 N Long (NAD83): 080-13-14.2 W ASR No.: Ground Elev: 8.0
- Loc. 2 Area of operation
Land Mobile Control Station meeting the 6.1 Meter Rule: FL
- Loc. 3 Area of operation
Operating within a 24.0 km radius around fixed location 1
- Loc. 4 Address: 2324 SE Aviation Way
City: Stuart County: MARTIN State: FL
Lat (NAD83): 27-10-25.1 N Long (NAD83): 080-13-24.7 W ASR No.: Ground Elev: 40.0
- Loc. 5 Area of operation
Operating within a 8.0 km radius around fixed location 4

Antennas

Loc	Ant	Frequencies	Sta.	No.	No.	Emission	Output	ERP	Ant.	Ant.	Construct
No.	No.	(MHz)	Cls.	Units	Pagers	Designator	Power	(watts)	Hz/Tp	AA/T	Deadline
1	1	000462.50000000	FB2	1		11K0F3E	70.000	280.000	23.0	25.0	04-10-2003

Conditions:

Pursuant to §309(h) of the Communications Act of 1934, as amended, 47 U.S.C. §309(h), this license is subject to the following conditions: This license shall not vest in the licensee any right to operate the station nor any right in the use of the frequencies designated in the license beyond the term thereof nor in any other manner than authorized herein. Neither the license nor the right granted thereunder shall be assigned or otherwise transferred in violation of the Communications Act of 1934, as amended. See 47 U.S.C. § 310(d). This license is subject in terms to the right of use or control conferred by §706 of the Communications Act of 1934, as amended. See 47 U.S.C. §606.



October 20, 2021

EMS Office
Department of Public Safety
Division of Emergency Management
20 South Military Trail
West Palm Beach, FL 33415

RE: #17 Certificate of Public Convenience and Necessity (COPCN) Application

Rural Metro Fire, a division of American Medical Response (AMR) is pleased to submit this completed application for a Certificate of Public Convenience and Necessity (COPCN) as a Special Secondary ALS Service Provider endorsement for Palm Beach County, Florida.

Rural Metro Fire has provided aircraft rescue and firefighting (ARFF) services to the Sikorsky facility in Jupiter, FL since 2000. Sikorsky has recently requested Rural Metro Fire to provide ALS non-transport service to the employees and visitors of their facility.



We have thoroughly reviewed all requirements listed in this application and assure full compliance with all provisions, providing our response in the requested format. As requested, we have provided all necessary attachments, forms and licensure for your consideration.

We view this opportunity to provide information on our services as a privilege and look forward to continuing to serve the Sikorsky family and Palm Beach County. If you have any questions about the information provided, or require further documentation for your review, please contact Fire Chief Mark Liebl at (772) 216-3157 or Mark.Liebl@gmr.net

Sincerely,

Mark Liebl

Mark Liebl
Fire Chief

	<p align="center"> Palm Beach County Emergency Medical Services COPCN Application </p> <p>COPCN Application - Sikorsky Aircraft Corp.</p>		
Agency Name	Rural Metro Fire Dept., Inc.		
		Received By	L. Schurter
<p align="center">General Fund 0001-660-7110-4295</p>			
Payment Received	Date	11/9/2021	
	Check Number	4341380478	
	Amount	\$500.00	

PAID

Certificate of Public Convenience and Necessity

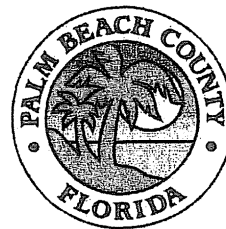
Palm Beach County Emergency Medical Services

WHEREAS, there is a need for Rural/Metro Fire Department, Inc. to operate and provide essential emergency medical services to the citizens and visitors of Palm Beach County, Florida; and

WHEREAS, said agency has applied to provide these services; and

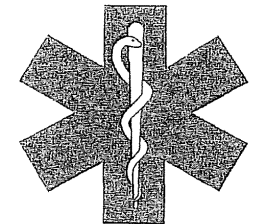
WHEREAS, said agency has indicated that it will comply with the requirements of Palm Beach County Code, Chapter 13, Article II, EMS Ordinance as amended, the Board of County Commissioners of Palm Beach County hereby issues a Certificate of Public Convenience and Necessity with conditions based on the PBC Code of Ordinances, Chapter 13, Sections 13-22, to said emergency medical service provider, valid from issuance on April 12, 2022 and until the earlier of termination by the Board of County Commissioners or termination of the contractual agreement with Sikorsky Aircraft Corporation.

In issuing this Certificate, it is understood that the agency named hereon will meet the requirements of all pertinent county and state legislation and will provide emergency medical services on a twenty-four hour basis in the area(s) designated, providing the level of service endorsed as follows:



Area(s): Sikorsky Aircraft RMS community
located at 17900 Beeline Highway – Jupiter, Florida

Service Endorsed: Special Secondary Service Provider – ALS Non – Transport



Stephanie Sepucha
Director, Public Safety Department

Mayor, Board of County Commissioners

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The Gainesville Sun | The Ledger
Daily Commercial | Ocala StarBanner
News Chief | Herald-Tribune
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Pbc Bocc Public Safety
PO BOX 4036

WEST PALM BEACH FL 334024036

STATE OF FLORIDA, COUNTY OF PALM BEACH

The Palm Beach Post, a daily newspaper printed and published in the city of West Palm Beach and of general circulation in Palm Beach, Martin, Okeechobee and St Lucie Counties, Florida; and personal knowledge of the facts herein state and that the notice hereto annexed was Published in said newspapers in the issues dated on:

04/02/2022

and that the fees charged are legal.
Sworn to and subscribed before on 04/02/2022

Legal Clerk

Notary, State of WI, County of Brown

My commission expires

Publication Cost: \$89.61

Order No: 7096001

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1

THIS IS NOT AN INVOICE!

Please do not use this form for payment remittance.

VICKY FELTY
Notary Public
State of Wisconsin

NOTICE OF PUBLIC HEARING

Notice is hereby given that a Public Hearing will be held by the Board of County Commissioners of Palm Beach County, Florida, April 12, 2022 at 9:30 a.m. in the Jane Thompson Memorial Chambers, 6th Floor of the Governmental Center, 301 North Olive Avenue, West Palm Beach, Florida, for the issuance of a "Special Secondary Service Provider" Certificate of Public Convenience and Necessity (COPCN) with conditions to Rural/Metro Fire Department, Inc., a private provider agency, to allow the agency to provide Advanced Life Support Service (ALS) first response, non-transport services to the Sikorsky RMS community located at 17900 Beeline Highway, Jupiter, Florida, for the period from April 12, 2022, until their contractual agreement with Sikorsky Aircraft Corporation is terminated.

Board of County Commissioners
/s/ Stephanie Seinoha, Director
Department of Public Safety
April 2, 2022 No. 7096001