

Suggested changes by EMS Department:

1. In the third paragraph of the recitals, we removed “or other service providers of its choosing” and replaced it with “pursuant to Chapter 2005-329, Laws of Florida.” EXPLANATION: While the Corps recognizes that the District has the authority to directly provide services, the statute does not give the District the right to contract with any EMS provider. It is express in that the District may contract with KLVAC by name. I realize you won’t agree with this interpretation, so I just recommended my client cite to the statute.

District Legal Analysis: The Statutory interpretation and enabling legislation is largely irrelevant to a contract between the District and Ambulance Corps., so we’re not concerned with changing this paragraph. Should the District have a different interpretation we could still terminate the contract and seek other service providers.

2. We inserted the word “internal” between “enforce” and “policies” in the first line of Section 3, Effect of District Policies.

District Legal Analysis: We’re fine with adding this for clarity purposes.

3. We made several changes to Section 5. You may want to review them.
EXPLANATION: An independent contractor should not have to subject its internal structure to approval the entity to which it provides services. Either the entity is happy with the way the independent contractor does its job or it is not. That, along with the price, are the only concerns of the entity.

District Legal Analysis: See attachment demonstrating the changes sought. Largely this changes Section 5 such that the organizational structure of the Ambulance Corps would be submitted to the District, but the District would not approve the structure, except insofar at Section 5 has certain requirements for them to meet. This is the Board’s decision, though there is some benefit to having requirements in the contract but allowing them to act in an independent fashion for purposes of maintaining their independent sub-contractor status.

4. In the last sentence of Section 8, we struck “and obtains permission from the District.” EXPLANATION: While KLVAC recognizes the District’s authority with regard to funding, it may be impractical for KLVAC to obtain permission from the District every time we schedule paid part-time or full-time employees.

District Legal Analysis: We disagree with the explanation. The provision allows the District to control the number of part-time or full-time employees. If the Ambulance Corps wishes to add an employee, for instance an additional Paramedic, they would need to obtain permission from the District. With the proposed changes to section 8 they would not need to obtain permission from the District, though they would still be confined by budgetary constraints.

5. In Section 10, we struck “in conjunction with the District.” EXPLANATION: The District has the right to discipline its employees the way it wishes. KLVAC reserves that right as well.

District Legal Analysis: We agree that the KLVAC should be able to discipline its own employees, except when such discipline might conflict with a District Policy. We recommend modifying the paragraph to delete the “in conjunction with” and instead add in a sentence “Such procedure shall not conflict with District Policies regarding discipline” or a similar provision. The Board could also determine the change as recommended by the Ambulance Corps is appropriate and simply agree to strike the “in conjunction with the District” provision.

6. In Section 12, we struck the second paragraph. EXPLANATION: The District has the right to pay its employees the way it wishes. KLVAC reserves that right as well.

District Legal Analysis: Whether this modification to the contract should be made is a Board decision and does not affect the contractual rights of the Board, though it may affect how Ambulance Corps employees/volunteers are evaluated and paid.

7. In Section 17, we struck “holding elective office” from the second to last sentence and “nonpartisan” from the last sentence. EXPLANATION: I am not an expert in federal election law, but I think an ambulance corps employee would be allowed to run in a partisan race if they desired to do so. Additionally, I don’t think one has to already be holding elective office in order to run for office. By making these changes, we are simply saying that this matter is governed by 5 USC 1502, without risking getting it wrong by attempting to explain 5 USC 1502.

District Legal Analysis: We’re fine with these changes as the provisions still require compliance with federal law.

8. In Section 25, we added “including reasonable professional services.” EXPLANATION: The reason we are close to having a contract is because the Ambulance Corps has a paid attorney. Additionally, the attorney is charged with reviewing contracts, keeping everybody in the sunshine, etc. If the District pays the Fire Department’s lawyer in a suit that doesn’t affect the District, why shouldn’t they pay the Ambulance Corps’ lawyer?

District Legal Analysis: The District has previously indicated they would not pay legal fees of the Departments. We discussed with Mr. Bridges proposing to the Board a system whereby the District would match the funds paid by the Ambulance Corps when those legal services relate to the District, such as contract work, attendance at meeting and responding to audits, but this is a Board decision.

9. In Section 37, we inserted “after consulting with the Ambulance Corps” after the first mention of the District. EXPLANATION: This has historically been the way it works. Dr. Steed is the Corps’ medical director. The fire department doesn’t need one nor does the District.

District Legal Analysis: We agree with this addition and have already inserted that language in the contract from our understanding from the last Board meeting.

10. In Section 38, we struck everything in the last sentence following the words “Ambulance services.” EXPLANATION: Preserves the independence of the independent contractor.

District Legal Analysis: We’re unsure on the rationale that we shouldn’t discuss “related matters” or agree upon meeting dates or how that would impact independent contractor status.

11. In Section 41, we struck the names “William Andersen” and “Ronnie Fell.” EXPLANATION: Allows notice to just go to Chairman of the District and President of the Corps, regardless of who actually holds those offices.

District Legal Analysis: Legal is fine with making this modification.