

## **RESOLUTION 25-024**

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**A RESOLUTION OF THE BOARD OF COMMISSIONERS OF  
THE SANIBEL FIRE AND RESCUE DISTRICT AUTHORIZING  
THE FIRE CHIEF TO EXECUTE AND ENTER INTO A  
CONTRACT FOR MEDICAL DIRECTION SERVICES;  
PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the Sanibel Fire and Rescue District (“District”) is authorized and empowered to establish, equip, operate, and maintain basic and advanced life support services; and

**WHEREAS**, Section 401.265, Florida Statutes, requires the District to retain a licensed physician to act as its Medical Director; and

**WHEREAS**, the District has negotiated a contract with Dr. Benjamin N. Abo, D.O., to provide Medical Direction services for the period beginning October 1, 2025, and ending September 30, 2026, as outlined in the attached Medical Director Agreement.

**WHEREAS**, the terms of the contract require the Medical Director to provide oversight, training, quality assurance, attendance at required EMS meetings, authorization of clinical procedures, and all other responsibilities specified under Florida law and District policy; and

**WHEREAS**, the Agreement compensates the Medical Director at \$5,000 per quarter, as stated in Section 11 of the contract.

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF THE  
SANIBEL FIRE AND RESCUE DISTRICT THAT:**

**Section 1** - The Fire Chief is hereby authorized to execute and enter into the Advanced Life Support / Medical Director Contract Agreement with Dr. Benjamin N. Abo, D.O., for the term October 1, 2025 through September 30, 2026, and to carry out all actions necessary to implement the Agreement.

**Section 2** - All actions previously taken by District staff related to the negotiation and preparation of this Agreement are hereby ratified and approved.

**Section 3** - This Resolution shall take effect immediately upon its adoption.

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Commissioner Muench, who moved for its adoption, offered the foregoing resolution. The motion was seconded by Commissioner McCurry, and upon being put to a vote, the vote was as follows:

JERROLD MUENCH: ✓

BRUCE COCHRANE: ✓

RICHARD MCCURRY: ✓

Done and adopted by the SANIBEL FIRE AND RESCUE DISTRICT BOARD this 10th day of December, 2025.

Jerrold Muench

Chairman, "Jerry" Jerrold Muench

Bruce Cochrane

Vice Chairman, Bruce Cochrane

Richard P. McCurry

Secretary/Treasurer, Richard McCurry

Kevin Barbot

Attest, Fire Chief Kevin Barbot

**Sanibel Fire and Rescue District**  
**Advanced Life Support\Medical Director Contract Agreement**

THIS AGREEMENT is made this 1<sup>st</sup> day of October 2025, by and between the **Sanibel Fire and Rescue District** hereafter referred to as the "District" and Dr. Benjamin N. Abo., hereafter referred to as "Medical Director" for the services of MEDICAL DIRECTION for the period starting October 1, 2025, and ending September 30, 2026.

WHEREAS, the District is authorized and empowered to establish, equip, operate, and maintain basic life support and advanced life support services;

WHEREAS, the Medical Director will be acting as the Medical Director for the District as required by Section 401.265, Florida Statutes;

WHEREAS, the parties agree that Medical Director will provide the services necessary for the District to comply with aforesaid law.

WHEREAS, the parties wish to formalize their relationship in writing:

NOW THEREFORE, in consideration of mutual covenants contained herein, the District and the Medical Director hereby agree as follows:

1. The Medical Director, who is a licensed physician in the State of Florida, shall advise, consult with, train, counsel, oversee, supervise, and assume direct responsibility for the medical performance of the Emergency Medical Technicians and Paramedics assigned by the District in providing basic and advanced life support services in accordance with Section 401.265, Florida State Statutes and the Rules of the Florida Department of Health.
2. The Medical Director shall establish a patient care quality assurance committee as required by Section 401.265 (2), Florida Statutes to function for the purposes and according to the procedures stated therein and by applicable Rules of the Florida Department of Health.
3. Additionally, any disciplinary reports prepared by the Medical Director pursuant to Section 401.265 (2), Florida State Statutes, which document possible violations of adopted District policies and rules shall be filed with the Fire Chief or his/her designee for action.
4. The Medical Director will be a part of the county-wide Medical Care Council to assist in the development of new guidelines and to update current guidelines. This in no way limits the Medical Director in developing District specific protocols or guidelines for the District.

5. The Medical Director agrees to attend no fewer than two county-wide Medical Care Council meetings and no fewer than one state-wide EMS Advisory Council meeting during the term on this agreement and each year thereafter of any extensions of the agreement.
6. The Medical Director shall authorize the use of an automatic defibrillator by the District personnel as long as they meet the criteria of Section 401.291 (2) Florida Statutes.
7. The District shall provide all medications, medical equipment and supplies as required by the Medical Director.
8. The District shall be responsible for all costs incurred by the Medical Director related to registration of controlled substances with local, State, and Federal agencies.
9. The District shall provide all information, personnel, and clerical assistance, and shall, to the extent authorized by law, make a good faith effort to do all acts necessary so the Medical Director can perform the responsibilities as described herein.
10. The District shall provide professional liability insurance coverage to the Medical Director and to its EMT's and Paramedics functioning under the Medical Director. Each party shall indemnify the other party against all claims.
11. The District agrees to pay the Medical Director the total sum of five thousand dollars \$5,000.00 per quarter (3-month period) beginning October 1, 2025 and ending September 30, 2026.
12. The parties agree that the Medical Director is a consultant and independent contractor and is not an employee of the District entitled to any employment benefits pursuant to Florida or Federal law other than those specified in this agreement.
13. In the event of any dispute between the parties that requires resolution in a court of competent jurisdiction, venue shall be Lee County, Florida and the prevailing party as evidence by a final order of the court granting the relief requested shall be entitled to their reasonable attorney's fees and costs.
14. Either party may terminate this agreement by providing the other party with 30 days written notice. This agreement shall automatically renew itself effective on October 1st of each succeeding calendar year unless terminated. In the event of termination by either party, the Medical Director shall be paid the pro rata amount on the annual contract through the date of termination.
15. Any modification to the terms of this agreement shall be in writing and agreed upon by the parties.

**IN WITNESS WHEREOF** the parties have executed this agreement on the day and year first above written.

ATTEST:

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John DiMaria, Deputy Fire Chief

Sanibel Fire and Rescue District



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Fire Chief  
Kevin Barbot

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Medical Director  
Dr. Benjamin N. Abo, D.O.