

RESOLUTION NO. 2021/035

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, APPROVING AN AGREEMENT WITH THE BROWARD SHERIFF'S OFFICE FOR FIRE RESCUE AND EMERGENCY MEDICAL SERVICES FOR A FIVE-YEAR TERM; PROVIDING FOR EXECUTION AND AN EFFECTIVE DATE

WHEREAS, the City entered into an agreement with the Broward Sheriff's Office ("BSO"), dated October 1, 2015, for BSO to provide a high level of professional fire rescue and emergency medical services to the City for the benefit of the citizens of Deerfield Beach (the "Agreement"); and

WHEREAS, the City is desirous of maintaining a high level of competent professional fire rescue and emergency services in conjunction and harmony with its fiscal policies of sound, economical management; and

WHEREAS, the initial five-year term of the Agreement was set to expire on September 30, 2020; and

WHEREAS, on September 14, 2020, the City and BSO entered into an Amendment to the Agreement to extend the term of the Agreement for six months through March 31, 2021 while the parties negotiate a new agreement for fire rescue and emergency medical services; and

WHEREAS, the City and BSO have negotiated a new agreement for fire rescue and emergency medical services, attached as Exhibit "1" (the "Fire Services Agreement"), for a five-year term commencing on April 1, 2021 and continuing through March 31, 2026, with one, five year renewal option.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, AS FOLLOWS:

Section 1. The above referenced "Whereas" clauses are true and correct and made a part hereof.

Section 2. The City Commission hereby approves the Fire Services Agreement with BSO, attached as Exhibit "1," for a five-year term commencing on April 1, 2021 and continuing through March 31, 2026.

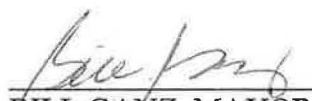
Section 3. The Mayor and City Manager are hereby authorized to execute the Fire Services Agreement, attached as Exhibit "1", together with such non-substantial changes as are acceptable to the City Manager and approved as to form and legal sufficiency by the City Attorney.

Section 4. The appropriate City officials are authorized to take all necessary steps to implement the aims of this Resolution.


Section 5. This Resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED THIS 16TH DAY OF MARCH, 2021.

CITY OF DEERFIELD BEACH


BILL GANZ, MAYOR

ATTEST:


SAMANTHA GILLYARD, CMC, CITY CLERK

AGREEMENT FOR FIRE AND EMERGENCY MEDICAL SERVICES

THIS AGREEMENT FOR FIRE AND EMERGENCY MEDICAL SERVICES, dated the 1st day of April, 2021, is made by and between the City of Deerfield Beach, (hereinafter referred to as the "CITY") and the Broward Sheriff's Office (hereinafter referred to as "BSO").

W I T N E S S E T H:

WHEREAS, the CITY has previously contracted with BSO to provide a high level of professional fire and emergency medical services for the benefit of the citizenry thereof, and

WHEREAS, the CITY is desirous of maintaining a high level of competent professional services in conjunction and harmony with its fiscal policies of sound, economical management, and

WHEREAS, BSO has agreed to render to the CITY a high level of professional fire and emergency medical services, and the CITY is desirous of contracting for such services upon the terms and conditions hereinafter set forth.

NOW, THEREFORE, in consideration of the mutual promises contained herein, and for other good and valuable consideration, the receipt and legal sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. The above recitals are true and correct and incorporated herein by reference.
2. This Agreement is comprised of this document, the Special Terms and Conditions set forth in Exhibit A, which is attached and incorporated herein, the General Terms and Conditions that are set forth in Exhibit B which is also attached and incorporated herein.
3. In the event there is a conflict between the General Terms and Conditions and the Special Terms and conditions, the Special Terms and Conditions shall be controlling.


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**AGREEMENT FOR FIRE AND EMERGENCY MEDICAL SERVICES BETWEEN THE
CITY OF DEERFIELD BEACH AND THE SHERIFF OF BROWARD COUNTY,
FLORIDA**

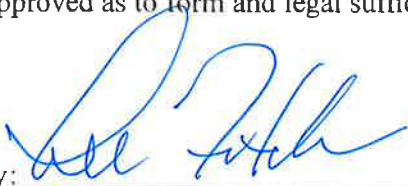
IN WITNESS HEREOF, each of the parties hereto have authorized its duly authorized representative to execute this Agreement on the day and date first set forth above.

BSO:

SHERIFF OF BROWARD COUNTY


By: 
GREGORY TONY, Sheriff

Approved as to form and legal sufficiency subject to the execution by the parties:

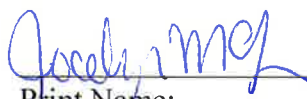
By: 
for TERRENCE LYNCH, General Counsel

CITY OF DEERFIELD BEACH, FLORIDA


Witnesses:

 - TRACY Britten

Print Name:

 Jocelyn McLean

Print Name:

By: 
BILL GANZ, MAYOR

Date: 3.16.21

ATTESTED:


SAMANTHA GILLYARD, CITY CLERK

APPROVED AS TO FORM:


ANTHONY SOROKA, CITY ATTORNEY

EXHIBIT A
SPECIAL TERMS AND
CONDITIONS

The following Special Terms and Conditions have been agreed upon by and between the CITY and BSO:

CITY:	City of Deerfield Beach						
EFFECTIVE DATE:	April 1, 2021						
TERM:	April 1, 2021 – March 31, 2026						
RENEWAL OPTION:	Renewable for one, five year term upon the City and BSO agreeing to such renewal and the terms and conditions thereto.						
STATION ADDRESSES:	<p>Fire Headquarters is located at: 1441 FAU Research Park Blvd., Deerfield Beach, FL 33441</p> <p>Station 4 is located at: 928 E. Hillsboro Blvd, Deerfield Beach, Florida 33441.</p> <p>Station 51 is located at: 3192 North Powerline Road, Pompano Beach, FL 33069.</p> <p>Station 66 is located at: 590 S. Powerline Road, Deerfield Beach, FL 33442.</p> <p>Station 75 is located at: 71 SE 21st Avenue, Deerfield Beach, FL 33441.</p> <p>Station 102 is located at: 1441 SW 11th Way, Deerfield Beach, FL 33441.</p> <p>Station 111 is located at: 232 Goolsby Blvd, Deerfield Beach, FL 33442.</p>						
TOTAL STAFFING:	<p>Utilizing the staffing structure as provided below, BSO shall provide the CITY with the following level of staffing:</p> <p><u>Non-shift Personnel</u></p> <table> <tr> <td>District Chief</td><td>1</td></tr> <tr> <td>Prevention Personnel (1 Captain, 1 Fire Prevention Officer, 5 Fire Inspectors)</td><td>7</td></tr> <tr> <td>Battalion Chiefs</td><td>4</td></tr> </table>	District Chief	1	Prevention Personnel (1 Captain, 1 Fire Prevention Officer, 5 Fire Inspectors)	7	Battalion Chiefs	4
District Chief	1						
Prevention Personnel (1 Captain, 1 Fire Prevention Officer, 5 Fire Inspectors)	7						
Battalion Chiefs	4						

	<p>Shift Personnel</p> <table> <tr> <td>Captains</td><td>22</td></tr> <tr> <td>Lieutenants</td><td>26</td></tr> <tr> <td>Driver Engineers</td><td>21</td></tr> <tr> <td>Firefighter/Paramedics</td><td>62</td></tr> <tr> <td>Clerical Support Staff</td><td>1</td></tr> <tr> <td colspan="2"><hr/></td></tr> <tr> <td>Total</td><td>144</td></tr> </table> <p>* To be assigned within BSO's organizational structure</p>	Captains	22	Lieutenants	26	Driver Engineers	21	Firefighter/Paramedics	62	Clerical Support Staff	1	<hr/>		Total	144
Captains	22														
Lieutenants	26														
Driver Engineers	21														
Firefighter/Paramedics	62														
Clerical Support Staff	1														
<hr/>															
Total	144														
VEHICLE AND STAFFING STRUCTURE:	<p><u>Fire Apparatus/ALS Engine or ALS Ladder*:</u></p> <p>One (1) company officer (Captain) Firefighter Paramedic</p> <p>One (1) Driver Engineer Firefighter Paramedic</p> <p>One (1) Firefighter Paramedic</p> <p><u>ALS Rescue Transport*:</u></p> <p>One (1) company officer (Lieutenant) Firefighter Paramedic</p> <p>Two (2) FireFighter/Paramedic</p> <p>*Existing FF/EMT may be utilized for staffing</p>														
NOTICE CITY ADDRESS:	<p>Office of the City Manager City of Deerfield Beach 150 N.E. 2nd Avenue Deerfield Beach, FL 33441</p> <p>Copy to: City Attorney City of Deerfield Beach 150 N.E. 2nd Avenue Deerfield Beach, FL 33441</p>														
CONSIDERATION Monthly Consideration for all General and City Specific Services	\$2,414,614.33 (FY 2021)														

EXHIBIT B

EMERGENCY MEDICAL, FIRE PROTECTION AND FIRE PREVENTION SERVICES

GENERAL CONDITIONS

1. DEFINITIONS

The following terms when used in this Agreement, including its preamble and recitals, shall, except where the context otherwise requires, have the following meanings (such meanings to be equally applicable to the singular and plural forms thereof):

- a. Agreement. "Agreement" shall mean this Agreement for Emergency Medical, Fire Protection and Fire Prevention Services between the CITY and BSO, including all exhibits.
- b. Applicable Laws. "Applicable Laws" shall mean all provisions of constitutions, statutes, laws, rules, ordinances, regulations, charters and orders of governmental bodies or regulatory agencies applicable to the subject matter.
- c. BSO. "BSO" shall mean the duly elected and qualified Sheriff of Broward County, Florida.
- d. CITY. "CITY" shall mean the City that has contracted with BSO for Fire Rescue Services pursuant to this Agreement and is identified in the Special Terms and Conditions.
- e. CITY Boundaries. "CITY Boundaries" shall mean the area within the municipal boundaries of the CITY.
- f. City Manager. "City Manager" shall mean the duly appointed and validly existing City Manager of the CITY. In the absence of the City Manager, the Assistant City Manager or person acting in the capacity of City Manager shall have the same authority as that of the City Manager.
- g. Consideration. "Consideration" shall mean the monthly payment and other amounts payable by the CITY hereunder in consideration of the Fire Rescue Services performed by BSO, as set forth herein.
- h. District. "District" shall mean the geographic area within the CITY Boundaries, Hillsboro Beach, and any additional geographic area to be serviced by the District employees based upon a mutual written agreement of the CITY and BSO.
- i. Chief Officer – "Chief Officer" shall be the BSO representative appointed by BSO's Director of Fire Rescue to serve as the Chief responsible for supervising all emergency medical, fire protection and fire prevention employees and activities within the City and serving as a liaison between the CITY and BSO for Fire Rescue Services. Chief

Officer will have at least the rank of the lowest ranked Chief Officer not in a bargaining unit.

- j. District Fire Employees. “District Fire Employees” shall mean BSO employees regularly assigned to the District who possess the necessary qualifications and experience to provide emergency medical, fire protection or fire prevention and support services, and all other BSO employees and all other Persons contracted by BSO, each of whom may, from time to time, provide Fire Rescue Services to the CITY.
- k. Effective Date. “Effective Date” shall mean the date in which the Agreement is to commence. The Effective Date is set forth in the Special Terms and Conditions of this Agreement.
- l. Facilities. “Facilities” shall mean CITY-owned Fire/Rescue Stations, the CITY-owned Fire Prevention Offices and any additional facilities that are owned by the City and used by BSO on a permanent basis to provide Fire Rescue Services. The Facilities are listed in the Special Terms and Conditions of this Agreement.
- m. Fire Rescue Services. “Fire Rescue Services” shall mean the aggregate of all emergency medical, fire protection and fire prevention related services provided by BSO pursuant to this Agreement.
- n. Lien. “Lien” shall mean any lien, security interest, pledge, mortgage, easement, leasehold, assessment, covenant, restriction, reservation, conditional sale, prior assignment, or any other encumbrance, claim, burden or charge of any nature whatsoever.
- o. Renewal Option. “Renewal Option” shall mean the time period that the Agreement may be extended; the number of extensions and the means to exercise such option, as set forth in the Special Terms and Conditions of this Agreement.
- p. Term. “Term” shall mean the length of this Agreement and any extensions thereto, which are set forth in Exhibit A, Special Terms and Conditions of this Agreement.
- q. Transitioned Employees – “Transitioned Employees” shall mean each of the District Fire Employees who provided fire/rescue related services for the CITY or provided services for the CITY under the City’s Fire/Rescue Department and were retained by BSO after October 1, 2011.

2. STAFFING

- a. **Structure.** The staffing structure for the District shall be as set forth in the Special Terms and Conditions of this Agreement and may be modified as set forth herein. The Staffing Structure will not be modified except through a written amendment to this Agreement executed by both the CITY and BSO with the same formalities as set forth herein.

- b. **Minimum Staffing.** BSO will provide a minimum number of personnel to provide Fire Rescue Services to the CITY as set forth in the Special Terms and Conditions of this Agreement.
- c. **Employment Standards.** BSO shall be responsible for setting employment standards (i.e. hiring, discipline, training) for District Fire Employees consistent with BSO agency standards. BSO is committed to providing the CITY with highly skilled emergency medical, fire protection and fire prevention personnel to provide Fire Rescue Services to the CITY.
- d. **Employment Responsibilities.** All District Fire Employees shall be and remain BSO employees, and such employees shall not be considered employees of the CITY for purposes of pension benefits, (those persons who were permitted to and did remain in the City of Deerfield Beach pension plan shall remain in the plan), insurance benefits, civil service benefits, compensation and/or any status or right. Accordingly, the CITY shall not be called upon to assume any liability (unless otherwise set forth herein) for direct payment of any salaries, wages, or other compensation, contributions to pension funds, insurance premiums, worker's compensation (Chapter 440, Florida Statutes), vacation or compensatory time, sick leave benefits or any other amenities of employment to any District Fire Employee whatsoever, arising out of BSO's employment of such Persons and such Persons' performance of the Fire Rescue Services. The CITY and BSO understand and acknowledge that all costs, including the employment related costs, are included in the consideration payable by the CITY to BSO in accordance with this Agreement.

BSO shall be responsible for the deduction and remission to the City or its agents of the employee contribution deducted biweekly by the BSO payroll process for those employees still in the City Pension plan. The CITY shall remain responsible for CITY contributions to the City Pension Plan. Nothing in this agreement shall affect the City's right to continue to receive Chapter 175, Florida Statutes premium tax money.

Notwithstanding the above, City shall continue to be directly responsible for the payment of the following costs in addition to the consideration set forth in this Agreement:

- 1. Any claims, including workers compensation claims incurred prior to October 1, 2011, the date of the transition to BSO;
 - 2. The financial pension cost attributed to "past service" and the pension actuarial liability for the City Pension Plan which shall be paid directly by the CITY to the Pension Plan; and
 - 3. City shall bear the financial and actuarial responsibility for those participants in the City Pension Plan
- e. **Personnel.** BSO's Personnel assigned to the CITY shall only be utilized for appropriate fire and emergency medical services within the CITY, except as otherwise authorized in applicable automatic and mutual aid agreements. BSO

shall not use District Facilities or District Employees to service any other contracts, clients or obligations of BSO, except as otherwise provided in this Agreement or approved in writing by the City Manager. Notwithstanding the foregoing, the City recognizes that BSO currently uses a portion of station 102 for regional training activities. BSO may continue to use such portion of station 102 during the term of this Agreement, provided that BSO shall be responsible for the maintenance costs attributed to that portion used by BSO for regional activities.

- f. **Staffing Review and Modifications.** As part of the CITY's annual budgetary process, BSO shall evaluate the Staffing requirements for the CITY to determine if the current staffing level and composition adequately meets the City's goals and objectives. If BSO or the CITY believes the staffing requirements need to be adjusted, BSO shall provide staffing recommendations to the City Manager for review. If both parties agree to the recommended staffing changes, this Agreement shall be re-opened for negotiations regarding its terms and conditions as they relate to the staffing and this Agreement shall be modified through an amendment to this Agreement executed by both the CITY and BSO with the same formalities as contained herein, which shall reflect the agreed upon staffing change(s) and the compensation will be adjusted accordingly.

In addition to the annual review, the Chief Officer shall have the right to request a staffing adjustment at any time during the year. Upon making such request to the City Manager, the Chief Officer and City Manager shall meet and discuss the need for such adjustment. The City Manager shall also have the right to request a staffing adjustment at any time during the year. Upon making such a request to the Chief Officer, the City Manager and the Chief Officer shall meet and discuss the need for such adjustment. If the City Manager and Chief Officer agree upon the need for the staffing adjustment, a formal amendment will be prepared and presented to the Sheriff and City Commission for approval and signature.

In the event the CITY and BSO do not agree upon the Staffing Structure adjustments after good faith negotiations and such unresolved adjustments impact the safety of BSO employees or the public, either the CITY or BSO may exercise its rights as set forth herein or by law.

- g. **Transfers – BSO's Rights.** Except for the Chief Officer, which is governed by Section 10 of this Agreement, BSO shall have the right to transfer or reassign any BSO personnel out of the District. BSO will provide the City Manager with written notice of the transfer and indicate whether the transfer is voluntary or involuntary.
- h. **Transfers – City Rights.** Except for the Chief Officer, which is covered in Section 10 of these General Terms and Conditions, the City Manager shall have the right to request the transfer of BSO personnel out of the District, which shall not be arbitrary or capricious. The request must be sent to the Chief Officer in writing setting forth the name of the employee, the employee's rank and the reason for the request (the "Transfer Request"). The Transfer Request must be approved in writing by BSO, however such approval shall not be unreasonably withheld. BSO shall notify the CITY

in writing as to whether BSO approves of the Transfer Request within 5 business days of receipt of the Transfer Request. If BSO fails to notify the CITY within 15 business days of the Transfer Request, the Transfer Request shall be deemed approved. If BSO approves the Transfer Request, the employee shall be transferred out of the District as soon as reasonably possible but in no event more than 30 days after BSO approves the Transfer Request.

- i. **Transfers – Layoffs.** Notwithstanding anything herein to the contrary, transfers in and out of the District may result from employees exercising seniority rights pursuant to the collective bargaining agreement and in the event of layoffs at the Broward Sheriff's Office.
- j. **Replacements.**
Any Personnel transferred or reassigned out of the CITY shall be replaced within thirty (30) days of the transfer. Notwithstanding any transfers or reassignments, BSO is still obligated to maintain the minimum staffing required under this Agreement at all times.
- k. **Staffing Continuity.** BSO shall make every reasonable effort to maintain the continuity of BSO emergency medical, fire protection and fire prevention personnel assigned to the District, subject to the transfer provisions set forth herein.
- l. **Education.** The parties acknowledge the importance of the District Fire Employees' knowledge of the general make-up of the CITY and its geographic areas, its office, industrial, commercial, and residential composition, the City's organizational structure and staff, and the City's Code of Ordinances. BSO shall offer appropriate continuing education to assure that all District Fire Employees are acquainted with the District's general make-up, geographic areas, office, industrial, commercial, and residential composition, and the City's Code of Ordinances. Upon enactment, the CITY shall forward to the Chief Officer a copy of new ordinances for training purposes.
- m. **Deletions and Additions.** The CITY shall have the right to unilaterally delete services upon no less than sixty (60) calendar days prior written notice, and such deletions shall be memorialized in an amendment to this Agreement, and the compensation shall be adjusted accordingly based on actual cost of the service. If, in BSO's opinion, the requested deleted services (i.e. staffing levels) would negatively impact the safety of BSO's employees or the community, the parties shall collaborate to resolve the issue to their mutual satisfaction. The City may add services, as mutually agreed upon by both parties, and such additions shall be memorialized in an amendment to this Agreement, and the compensation shall be adjusted accordingly.

3. **ASSIGNMENT OF FIRE RESCUE POWERS**

The CITY currently has a Certificate of Need ("CON") to provide Emergency Medical Services and BSO shall be authorized to submit documentation and appear on the CITY's behalf to maintain the CON.

Fire protection and prevention services are provided pursuant to the City's home rule powers and Applicable Law. The CITY does hereby vest in each of BSO's District Fire Employees, to the

extent permitted by law, the powers necessary to implement and carry forth such Fire Rescue Services in accordance with this Agreement, for the sole and limited purpose of giving official and lawful status and validity to the performance thereof by such District Fire Employees.

4. REPORTS

BSO shall provide monthly reports to the City Manager that include the following information:

- Monthly calls for service based on units responding
- Monthly encumbered times for units by day of week and time of day, by unit.
- Monthly fire prevention activities (past month and planned current month)

At any time during the term of this Agreement, the City Manager shall have the right to make reasonable modifications to the reporting format(s), reporting content, and reporting period(s). The City Manager shall have the right to reasonably request other reports as the City Manager deems necessary.

BSO shall provide to CITY in June of each fiscal year, a report on BSO's performance in light of the established goals and objectives. The format and content of the Annual Report made to the CITY by the Chief Officer shall be mutually agreed upon by BSO and the City Manager.

BSO shall provide the City with detailed reports indicating budget amounts, year to date expenditures, variances, etc., quarterly or upon request to the Chief Officer. BSO's Year-To-Date Budget Versus Actual Cost - Line Item Report, which will include, but_ not necessarily be_ limited to, the budgeted amount, expenditures, encumbrances and remaining balance for each line item within the budget. The City Manager may reasonably request documentation necessary to substantiate any of the costs included on such Report.

5. RESPONSE TIMES

The Chief Officer will monitor response time reports and provide copies to the City Manager. For emergency medical and fire protection calls, BSO shall make every reasonable effort to respond within established Commission on Fire Accreditation International ("CFAI") agency accreditation and National Fire Protection Association ("NFPA") 1221, and 1710 standards for response guidelines as they exist now or may be amended from time to time.

Revisions to the response standards determined by CFAI and NFPA will be applied as they occur for BSO to remain current with established industry standards and accreditation requirements. The BSO District Fire Chief will provide the City Manager with response time metrics annually or more often as needed or required as the nationally established guidelines, accreditation standards and metrics are modified or revised. Response time shall be calculated from the time of intake until the appropriate unit arrives on the scene of the incident as recorded in BSO's CAD system.

6. CONSIDERATION

- a. For the period from the Effective Date through the end of the September 30, 2021, the annualized consideration amount and the monthly payment amount for Fire Rescue Services shall be as set forth in the Special Terms and Conditions, payable on the 1st of each month.
- b. The consideration payable by the CITY for subsequent fiscal years shall be determined by adding the following:
 - 1. BSO's budgeted costs for items other than health insurance premiums, workers compensation premiums, and pension contributions, not to exceed an annual increase of 5% over the budgeted costs in the preceding year, except that any increase in the cost of the portable radios and auxiliary equipment provided to the CITY under the First Amendment to the Regional Interlocal Agreement with Broward County, effective as of January 1, 2021, shall not be subject to the annual cap.
 - 2. BSO's budgeted costs for workers compensation premiums and pension contributions attributable to District Employees, which shall be based upon projected costs. The projected cost of these items shall be supported with third party documentation.
 - 3. BSO's budgeted costs for health insurance premiums for District Employees, which costs shall be the same for all BSO employees in the same benefit plan whether assigned to the District or not, not to exceed an annual increase of more than 9% over the budgeted costs throughout the agency. The projected costs of these items shall be supported with third party documentation.
- c. BSO shall submit a proposed budget to the CITY on or before the preceding May 1st. The budget shall have a summary of major classifications (Personnel Services, Operating Expenses, Capital Outlay, etc.). At the request of the City Manager, BSO shall provide supporting documentation for the budgeted line items to include the cost to outfit and equip District Fire Employees (i.e. uniforms, fire safety gear, computer, etc.).
- d. For purposes of calculating the budget for Personnel Services, the District Fire Employees assigned to the District on the second payroll period in February of each year shall be the employees used to calculate the budget for the upcoming fiscal year, which is due to the CITY on or before May 1st as set forth above. The annual wages, taxes, pension and health insurance costs associated with each employee shall be determined based upon factors such as contractual wage increases, FICA rates and maximums, pension rates (as dictated by the applicable plan) and proposed health insurance rates. If there are any vacant positions in the second payroll period of February, the budgeted cost of the vacant positions for the upcoming fiscal year shall be calculated based upon the average budgeted cost of the filled Fire Employee positions within the same job classification for the second payroll period in February.

- e. BSO and the CITY shall negotiate in good faith any adjustments to the Consideration. The parties recognize and acknowledge that time is of the essence in resolving this issue. Therefore, the parties agree that a final resolution must be reached on or before August 15. If BSO and the CITY are able to reach an agreement regarding the consideration, the CITY will pay BSO the consideration in twelve (12) equal monthly installments, payable on the first of each month.
- f. BSO shall provide the CITY with full staffing. The CITY shall be entitled to a credit for any non-shift vacancies that occur during the fiscal year. The CITY's entitlement to the vacancy credit shall be calculated quarterly. A vacancy occurs when a BSO District Fire Employee administrative or non-shift staff is absent from work and such absence results in a salary savings to BSO. The CITY's credit shall be calculated using the average budgeted cost of District Fire Employees within the same job classification for that fiscal year. BSO shall submit a monthly report detailing vacancy days. This report shall be delivered to the City Manager by the twentieth day of the month immediately following the month in which the vacancy occurred.

The credit shall be calculated on a quarterly basis for each fiscal year. For purpose of the last quarter for each fiscal year, vacancies shall be projected for August and September based upon BSO's vacancies during the month of July. In the event the actual vacancy credit for the month of August and September differs from the above projected figures, such difference shall be adjusted in the CITY's November payment.

- g. BSO shall have the right to temporarily fill any vacancy within the CITY, through temporary staffing or overtime, provided that BSO fills the vacancy with an employee with a job classification and rank equivalent to the absent BSO employee. BSO shall educate any temporary staff assigned to the District with respect to the general make-up of the CITY and its geographic areas, and its office, industrial, commercial and residential composition. The CITY shall be entitled to a vacancy credit for any BSO District personnel vacancy in any of the positions specified in paragraph 6(f) above, unless the vacant position is temporarily filled through overtime or temporary staffing, and if BSO receives a salary savings.
- h. The parties recognize that the CITY has no right of setoff or to reduce the consideration payable to BSO by amounts in dispute absent a mutual written agreement of the parties.
- i. In the event that BSO subsequently enters into an agreement, amends an agreement or renews an agreement with a municipality or Broward County for emergency medical, fire protection or fire prevention services (an "Eligible Agreement"), BSO shall Post the Agreement on BSO's website. If the CITY reasonably determines that the Eligible Agreement overall includes material terms that are more beneficial than the terms set forth herein (except for terms relating to grant funding designated for a particular municipality or Broward County, which are excluded from this Section), then the CITY shall be entitled to (i) the incremental dollar value of the more beneficial term(s), which shall be calculated in the same manner and methodology as used to calculate the estimated actual costs for the CITY and all other municipalities, or (ii) the terms, services or equipment under the Eligible Agreement, at the City's sole

discretion, retroactive to the effective date of the Eligible Agreement. Thereafter, the parties shall proceed under this Agreement in accordance with the more beneficial terms. The Parties acknowledge that BSO may implement different operational programs and units in different customer jurisdictions based on the operational requirements of such jurisdictions.

- j. In addition to the consideration being paid by the CITY to BSO under this Agreement, and pursuant to the First Amendment to Regional Interlocal Agreement Between Broward County and the CITY Providing for Cooperative Participation in a Regional Public Safety Intranet, the CITY agrees to pay its pro rata share for BSO's mobile and portable radios and auxiliary equipment to the extent allocated for the District in accordance with the First Amendment to the Regional Interlocal Agreement.

In the event Broward County does not provide funding for E-911 communications/dispatch services for the CITY, in whole or in part, BSO's obligation to provide such services to the CITY shall cease accordingly, unless the CITY agrees to fund the shortfall in BSO funding.

7. **FEES AND GRANTS**

The parties acknowledge and agree to the following:

- a. BSO shall invoice the recipient of emergency medical transport services within thirty (30) calendar days from the date services were rendered in accordance with the fee schedule adopted by the CITY. BSO shall return to the CITY all emergency medical services transport fees collected by BSO for services provided pursuant to this Agreement on a monthly basis, less any third party fees for collection services.
- b. The CITY shall invoice, collect and retain fees from property owners for fire inspection and prevention services provided pursuant to this Agreement, including but limited to, fire inspection, plan review, and false alarm fees. The fees and charges for providing said services shall be in accordance with the schedule of fees and charges adopted by the CITY.
- c. BSO may invoice, collect, and retain all revenues from those companies or persons receiving hazardous materials mitigation services or technical rescue services directly from regional BSO resources or an entity contracted by BSO.
- d. BSO shall be entitled to retain fees for (a) Emergency Medical Services Standby Services; (b) Fire Protection Standby Services; (c) Fire Prevention Standby Services; and (d) Special Event Permits for the provision of BSO fire personnel if applicable. Use of on-duty staff for such standby services **shall not be permitted unless documented exigent circumstances occurring within the City necessitate such use**. Any other fees retained shall be subject to the written approval of the City Manager.
- e. BSO shall cooperate with the CITY and, to the extent allowable by law, act as the fire and emergency medical agent on behalf of the CITY in the continued application, maintenance, and accounting of grants and entitlements as well as aggressively

pursuing additional grant program funds as they become available. The CITY will make these funds available to the BSO to carry out the intent of the grant program as approved by the granting agency and the CITY. Except as otherwise set forth herein, it is understood by both parties that all revenues currently received by the CITY as a result of fire and emergency medical activities shall continue to be received by the CITY as previously mentioned herein or as may be added in the future. This shall include, but not be limited to, towing fees per the CITY's current agreement.

- f. The CITY shall retain any Chapter 175 premium tax monies for CITY pension plans.

8. VEHICLES, EQUIPMENT AND OTHER PERSONAL PROPERTY

- a. The Fire Rescue apparatus and vehicles, attached as Attachment 1 (collectively, the "Vehicles") shall be used solely within the DISTRICT, except in the event of a declared state of emergency, mutual aid incident or automatic aid incident, in which the automatic aid agreement was entered into pursuant to this Agreement. Fire Rescue Vehicles requested for use outside of Broward County for a declared emergency, mutual aid incident or automatic aid incident as described herein shall require the consent of the City Manager. Except for a declared emergency, mutual aid incident or automatic aid incident as described herein, the Fire Rescue Vehicles shall not be used to service any other municipalities or the unincorporated areas of Broward County unless otherwise permitted pursuant to this Agreement. In the event of termination or upon the expiration of the contractual relationship between the SHERIFF and the CITY for Fire Rescue Services, BSO shall return all Vehicles in the same condition as upon delivery, normal wear and tear excepted, with the title to the Fire Rescue vehicles free of all liens and encumbrances.

BSO shall ensure that the operation of all vehicles shall be operated by certified and property trained operators. In the event that an operator is not certified and properly trained CITY shall have no liability.

The title to any vehicles leased or purchased by the CITY and transferred or used by BSO or lease-purchased by the City and utilized by BSO for the provision of services under this Agreement shall be titled in the name of BSO or the City, as applicable, unless the provisions of the CITY's lease purchase agreement provide otherwise.

Any vehicles which are no longer serviceable shall be returned to the City for appropriate disposal.

- b. Upon termination of this Agreement, BSO shall return to the CITY, without cost or charge to the CITY all of the Vehicles or leased property in a like kind condition, normal wear and tear excepted, or a replacement which must be of a like quality, design and condition as the vehicle or leased property or other property purchased by the CITY. Any disagreement between the CITY and BSO as to the value or condition of the Vehicles or leased Property or any replacement property shall be settled by an outside appraisal company agreeable to both parties. With respect to any CITY owned property destroyed and replaced by insurance required herein, the replacement

property shall be returned to the CITY upon termination of this Agreement. It is the intent of the parties that all capital property paid for by the City be returned to the City.

c. Capital Replacement.

The CITY and BSO will maintain a capital replacement schedule of vehicles and equipment necessary for BSO to provide emergency medical, fire protection and fire prevention services to the CITY. The vehicles and equipment shall be in accordance with BSO's required specifications. On an annual basis as part of the budgetary process, the Chief Officer and the City Manager will review and revise the capital replacement plan as necessary. In the event that unforeseen capital replacements are necessary, the Chief Officer will notify the City Manager of the need for such capital replacement(s) and the CITY, at its cost, will work in cooperation with BSO to provide such replacement within a reasonable time thereafter, however, CITY has final approval on budgeting and purchase of the vehicles.

d. Subleasing of vehicles

BSO acknowledges that some vehicles used by BSO to provide services pursuant to this Agreement are vehicles leased-purchased by the CITY. CITY agrees to sublease such vehicles to BSO in accordance with the provisions of the applicable Lease Agreement and BSO shall hold the CITY harmless for any liabilities resulting from BSO's use of such vehicles. CITY is responsible for making lease payments.

e. Damage to Vehicles.

In the event that a Vehicle or any equipment is damaged during the term of this Agreement, the Chief Officer shall notify the City Manager. All Vehicles or equipment damage shall be the responsibility of BSO to repair, unless the need for such repair(s) is the result of the actions or omissions of the CITY or its employees in which case the CITY shall be responsible for the repair.

f. Maintenance.

BSO shall maintain the Vehicles provided by the CITY, according to the Vehicle manufacturer's specifications and recommendations. BSO shall retain the Vehicle maintenance records and furnish a copy of such records for each vehicle to the CITY on each anniversary date of this Agreement. The CITY shall have the right to audit such records at any given time. The Chief Officer shall notify the City Manager whenever City-owned equipment is taken out of service for maintenance or repairs. BSO shall use personnel appropriately trained and certified to work on emergency vehicles. Such Vehicles provided by the CITY shall be manufactured pursuant to BSO's required specifications, within reason and to the greatest extent possible.

g. For BSO owned vehicles, assigned to the District, the lettering on the vehicles, in addition to "Broward Sherriff's Office" shall include City of Deerfield Beach, and no other municipalities.

- h. BSO shall be responsible for equipping such Vehicles with regard to all necessary equipment, as determined by BSO, for emergency medical services and fire protection services, including communication devices, and shall be responsible for the maintenance of such equipment. BSO shall have the flexibility to move equipment between the Vehicles provided that all of the in-service Vehicles within the CITY are fully equipped with equipment that is in good working order. Once the equipment has reached the end of its useful life, BSO shall replace such equipment as agreed upon by both parties and such cost shall be added to the annual consideration paid by the CITY.

9. **FACILITIES**

- a. BSO shall operate from a Fire Headquarters provided by the CITY and such other city facilities for the purpose of providing the services pursuant to this agreement, notwithstanding anything set forth herein to the contrary. City shall retain all dominion and control of the Facilities and BSO shall obtain no possessory interest in the Facilities by virtue of this contract. BSO's only activities on or in the Facilities shall be those related to fulfilling its contractual obligations as set forth herein. It is understood and agreed that the City shall continue to use the facilities for municipal purposes to the extent those activities do not materially interfere with the provision of services to the City within the City for the benefit of the CITY. BSO shall occupy the Facilities and use the equipment and furnishing contained in the Facilities in connection with performing the Services within the District (except as otherwise permitted herein), at no additional cost to BSO but only for the term of this Agreement.
- b. BSO shall properly equip each fire station with furnishings, cabling, security systems, communications systems, alert devices/systems and all other facility related equipment necessary to provide fire and emergency medical services to the CITY and to house the District Fire Employees. BSO shall be responsible for the maintenance and capital replacement of all such furnishings, cabling, security systems, communications systems, alert devices/systems and facility related equipment. Funding for such shall be included in the annual consideration paid by CITY.
- c. The CITY shall be responsible for major repairs of the Facilities and property (i.e., to include HVAC systems, electrical systems, roof systems and storm damage to the facility and property). BSO shall be responsible for daily custodial services and shall maintain the Facilities in a clean condition, free from debris, normal use excepted. BSO further agrees not to destroy, deface, damage, impair, or remove any part of the Facilities. In the event BSO, its employees, agents, or invitees destroy, deface, damage, impair, or remove any part of the CITY's Facilities, BSO shall be responsible for repairing or replacing such property.
- d. Except as provided in the preceding paragraph and in paragraph 2(e), maintenance and repair services for the Facilities shall be supplied by the CITY. CITY agrees to keep the Facilities in good structural repair. CITY shall maintain and keep in good repair the roof, lighting, walls, foundations, sidewalks, ceilings, doors, windows, sprinkler and hot water systems, heating systems, air conditioning systems, plumbing, wiring, electrical fixtures and all other structural components. CITY further agrees to maintain in good repair the parking area and all common areas. CITY shall also make any repairs necessitated by water seepage or by other causes not under BSO's control. CITY shall also make all repairs or changes which may be necessary to make the premises and the use herein contemplated comply with applicable laws, ordinances,

orders or regulations of any federal, state, county or municipal authority now or hereafter in effect unless specifically exempted therefrom. Should a District facility need to be temporarily closed for repairs, CITY shall provide reasonably acceptable temporary space necessary for BSO to continue performing the Services.

- e. CITY shall pay for all utility costs including, but not limited to, voice and data hardware, software [except for BSO hardware and software], and connectivity, electric, sewer and water for the facilities.
- f. BSO's personnel shall not conduct personal business at the Facilities. BSO's personnel shall only park personal vehicles in designated parking areas. The Facilities shall only be utilized for appropriate services within the City, unless otherwise mutually agreed upon by BSO and the City Manager. BSO shall not use the Facilities to service any other contracts, clients or obligations of BSO, except as otherwise provided in this Agreement. The CITY and BSO shall not permit the Facilities or the vehicles provided by the CITY to be utilized for political or campaign purposes by candidates running for public or private office or ballot initiatives.
- g. BSO shall not permit unaccompanied minors in the Facilities. Fire Explorers are permitted where authorized by BSO.
- h. Each party will maintain insurance coverage, as it deems necessary, to cover such party's responsibilities as set forth in Agreement. The adequacy of such coverage shall not limit the party's responsibilities set forth herein.
- i. Upon the expiration or earlier termination of this Agreement, BSO shall surrender possession of the Facilities and all CITY-owned furnishing and CITY-owned equipment within the Facilities that are occupied by BSO to provide services within the CITY, to the CITY. The Facilities shall be broom clean and in the same condition as received, except for ordinary wear and tear and items and issues that are the responsibility of the CITY, which BSO was not otherwise obligated to remedy under any provisions of this Agreement.

The City shall provide BSO with adequate parking spaces within reasonable proximity to the Facilities so as not to hinder BSO's ability to perform its obligations set forth herein.

Upon the expiration or earlier termination of this Agreement, BSO shall surrender possession of the Facilities and all CITY-owned furnishings and CITY-owned equipment within the Facilities that are used by BSO on a permanent basis within the CITY, to the CITY. The Facilities shall be broom clean and in the same condition as received, except for ordinary wear and tear and items and issues that are the responsibility of the CITY, which BSO was not otherwise obligated to remedy or maintain under this Agreement.

10. CHIEF OFFICER

- a. BSO shall provide, pursuant to this Agreement, a Chief Officer (Department of Fire Rescue and Emergency Services non-bargaining unit command officer of appropriate rank). The Chief Officer shall be assigned full-time to the CITY and shall provide direct supervision of activities for the CITY's fire stations and personnel/apparatus provided pursuant to this Agreement. The Chief Officer shall, among other specified duties, act

as liaison between BSO and the CITY. BSO's Chief Officer shall also function as a member of the CITY's staff with regard to fire rescue issues and report to the City Manager in that capacity.

The Chief Officer shall be responsible for all emergency medical and fire protection related emergency management duties on behalf of the CITY, and his or her responsibilities, except for his or her responsibilities to BSO, shall be limited to the CITY. The CITY and BSO understand and acknowledge that the Chief Officer is employed by BSO and therefore has certain employment responsibilities to BSO, however such responsibilities shall not substantially interfere with the Chief Officer's responsibilities as the CITY's Fire Chief.

- b. The CITY currently has an assigned Chief Officer. In the event the position of Chief Officer becomes vacant, the selection of a Chief Officer shall be the absolute discretion of CITY's City Manager and shall be initiated by BSO selecting three (3) qualified candidates for the position of Chief Officer. BSO agrees to make such selections in good faith and in the best interest of CITY. BSO shall provide CITY with written notification of the selected candidates and their qualifications within 15 days of the vacancy of the Chief Officer or within 15 days of the BSO's knowledge that the Chief Officer position will become vacant, whichever occurs first. Within fifteen (15) days after CITY's receipt of such notice, representatives from both BSO and CITY shall meet to discuss the candidates' qualifications. In the event none of the candidates are acceptable to the City Manager, BSO shall submit the names of three (3) additional candidates for consideration. This process shall continue until such time as the City Manager has selected an individual to serve as the Chief Officer. The CITY shall have the opportunity to interview each of the candidates. The Chief Officer position shall be subject to the provisions of this Agreement. During the selection process, BSO shall put in place a temporary Chief until the permanent Chief is selected.
- c. The Chief Officer shall meet and confer with the City Manager or designee as needed and directed by the City Manager, for the purpose of maintaining the viability and vitality of this Agreement. The Chief Officer shall serve on a full-time basis, until such time as the City Manager concurs in the transfer or change of duty of him/her according to the terms of this Agreement.
- d. The Chief Officer shall remain an employee of BSO, subject to the development strategies designed to enhance current capabilities and future assignments of the Broward Sheriff's Office. Succession planning remains BSO's commitment to the current and future needs of both the CITY and BSO.
- e. BSO shall provide an administrative assistant to the Chief Officer who shall be assigned to the Chief Officer's office during regularly scheduled business hours during a forty (40) hour work week. BSO shall also provide, pursuant to this Agreement, an appropriate motor vehicle for use by the Chief Officer.
- f. BSO shall provide, pursuant to this Agreement, the necessary supervisory personnel to serve as liaisons between the Station personnel and the Chief Officer.

- g. In the event CITY becomes dissatisfied with the performance of the Chief Officer, CITY shall provide notification to BSO. Thereafter, representatives of BSO and CITY shall meet to discuss possible remedies of the problems experienced by CITY. BSO agrees to act in good faith in resolving any problems experienced by CITY. If the City Manager, in his or her sole discretion, with or without cause, still desires that BSO remove the Chief Officer, BSO shall do so immediately.

BSO, in its sole discretion, shall have the right to remove the Chief Officer from the CITY at any time for any of the following reasons:

1. The Chief Officer is being promoted in rank;
2. The Chief Officer is being demoted;
3. The Chief Officer is being disciplined;
4. The Chief Officer is retiring;
5. The Chief Officer submits a request to transfer out of the City;
6. The Chief Officer is under investigation by BSO or any other federal, state or local law enforcement agency;
7. The Chief Officer's failure to meet documented BSO performance standards and requirements; or
8. Prior to the removal of the Chief Officer, the Sheriff meets with the City Manager and notifies the City Manager that the Sheriff has lost confidence in the Chief Officer.

The removal of the Chief Officer from the City for any reason not specified above shall require the prior approval of the City Manager.

- h. The Chief Officer will attend management and City Commission meetings as directed by the City Manager. Both parties understand and agree that the attendance of the Chief Officer is essential to maintain the viability and vitality of this Agreement, but also recognize that the Chief Officer may occasionally be unavailable, due to illness, scheduled vacation or scheduled training. In the event the Chief Officer is unable to attend a meeting described herein, the Chief Officer will advise the City Manager of the person(s) authorized to attend in place of the Chief Officer.

11. **INSURANCE**

- a. Vehicles and/or equipment not subject to lease-purchase agreements.

1. BSO shall maintain liability and automobile insurance policies in the minimum amounts set forth below:

General Liability	\$1,000,000/\$2,000,000
Automobile Liability	\$1,000,000/\$2,000,000

2. BSO shall provide the CITY with a copy of the Certificate of Insurance or endorsements evidencing the types of insurance and coverages required by this Section prior to the effective date of this Agreement, and, at any time thereafter, upon request by the CITY. BSO shall maintain these insurance policies throughout the Term. BSO shall

provide the CITY with copies of the insurance policies required hereunder and all renewals thereof. The costs of all these insurance policies shall be the sole obligation of BSO; however the CITY understands and acknowledges that the cost of this coverage is allocated to the CITY through the consideration set forth in the Special Terms and Conditions of this Agreement. BSO may provide the insurance required in this Section through a self- insurance program.

3. The CITY shall during the Term, at its sole cost and expense, maintain appropriate insurance coverage to include General Liability and Fire and Casualty coverage either through a commercial insurance carrier or a self-insurance program of sufficient coverage to protect the CITY and BSO in the event of claims related to the Facilities or damage/destruction of the Facilities utilized by the BSO under this Agreement.
4. In the event BSO's required insurance coverage is modified during the Term of this Agreement, BSO shall provide the CITY with at least thirty (30) days prior written notice.
5. The City shall have the option to insure any and/or all of the BSO non-leased fire rescue vehicles and equipment through BSO on an annual basis with the cost of any such insurance to be included in the consideration payable by the CITY to BSO. In the event that a vehicle and/or any equipment is damaged or totaled during the term of this Agreement, BSO shall handle the repair or replacement with the cost of such repair or replacement being paid as follows:
 1. If the City elected to insure the vehicle and/or equipment through BSO for the period in which the damage occurred, BSO will submit all necessary paperwork to the insurance carrier. Any costs or expenses not covered by insurance will be paid by the CITY in addition to the consideration set forth herein.
 2. If the City did not elect to insure the vehicle and/or equipment through BSO for the period in which the damage occurred, the City shall be responsible for the cost of the repair and/or replacement. The cost will be paid by the CITY in addition to the consideration set forth herein, however, CITY has final approval on budgeting and purchase of the vehicles.
- b. Vehicles and/or equipment subject to lease-purchase agreements.
 1. Insurance for vehicles and/or equipment subject to lease-purchase agreements shall be obtained by BSO or CITY in accordance with the provisions of the applicable lease purchase agreement in the amounts required by the applicable lease-purchase agreement.
 2. If the insurance is purchased by BSO, the cost of any such insurance shall be included in the consideration payable by the CITY to BSO. In the event that a vehicle and/or any equipment is damaged or totaled during the term of this Agreement, BSO shall handle the repair or replacement with the cost of such repair or replacement being paid as follows:
 3. BSO will submit all necessary paperwork to the insurance carrier. Any costs or expenses not covered by insurance will be paid by the CITY in addition to the consideration set forth herein.

c. Facilities.

The CITY shall during the Term, at its sole cost and expense, maintain appropriate insurance coverage to include General Liability and Fire and Casualty coverage either through a commercial insurance carrier or a self-insurance program of sufficient coverage to protect the CITY and BSO in the event of claims related to the Facilities or damage/destruction of the Facilities utilized by the BSO under this Agreement.

12. **MUTUAL AID**

BSO and CITY recognize and acknowledge that BSO provides fire/rescue throughout Broward County and such services may be provided from the facilities and with personnel and apparatus located within or outside the municipal boundaries of the CITY on a short term basis.

BSO may develop mutual aid agreements with the government agencies within and outside of Broward County to provide improved fire and emergency medical services coordinated operational resources. The City Manager shall be notified of such agreements in a timely manner.

13. **FUELING SITE**

The CITY has a fueling site at 1440 FAU Research Park Boulevard. At this site:

a. BSO will be responsible for the repair and proper maintenance as required for the proper operation of the existing above ground fuel pumps and fuel access systems if damage was caused by BSO. CITY shall replace the pumps if needed.

b. CITY shall be responsible for the repair, maintenance, and replacement of any and all other components of the fuel system including, but not limited to, underground storage tanks. BSO shall provide the CITY with notice of the need for repairs, maintenance and/or replacement of any of the components to the fuel system. Upon receipt of such notice, the CITY will make such repairs, maintenance and/or replacements within a timely manner thereafter, except for spills resulting from the acts of BSO, or its employees or agents.

c. BSO agrees to report to the appropriate public safety agency(s) and to notify the CITY of any and all fuel spills as soon as possible. BSO shall be responsible for the cleanup of any and all spills caused by BSO employees occurring at the Fueling Sites;

d. To the extent permitted by law, BSO agrees to indemnify, defend and hold the CITY harmless from any and all claims, damages, fines, judgments, penalties, costs, causes of action, liabilities, or losses (including, without limitation, any and all sums paid for settlement of claims, attorneys', consultant, and expert fees) (collectively, "Liabilities"), arising during the term of this Agreement or thereafter, and resulting from or arising out of the negligence or willful misconduct of BSO, its employees, agents, or servants with regard to the use of the fueling system. Furthermore, BSO shall be responsible for any property damage to the fueling system resulting from the acts of BSO employees.

e. To the extent permitted by law, CITY agrees to indemnify, defend and hold BSO harmless from any and all claims (excluding workers compensation claims of BSO employees), damages, fines, judgments, penalties, costs, causes of action, liabilities, or losses (including, without limitation, any and all sums paid for settlement of claims, attorneys', consultant, and

expert fees) (collectively, "Liabilities"), arising during the term of this Agreement or thereafter, and resulting from or arising in connection with the leakage of fuel from the underground piping, underground storage tank(s), and any and all other components of the fueling system, unless caused by the negligence or willful misconduct of BSO, its employees, agents, or servants. Without limiting the generality of the foregoing, CITY's indemnification shall apply to any and all liabilities resulting from or arising out of (i) any investigation, cleanup, removal, or restoration of the grounds required by any federal, state or local agency or political subdivision, and any personal injuries (including wrongful death) or property damage (real or personal) and (ii) any Hazardous Substance which flows, diffuses, migrates or percolates into onto or under the Police Headquarters grounds.

f. If the CITY determines that the fuel site must be closed, either temporarily or permanently, the CITY will provide BSO with no less than ninety (90) calendar days prior written notice in order to allow BSO to find another suitable location for fueling its vehicles, unless exigent circumstances require immediate closure and in such case, CITY will notify BSO as soon as practicable. CITY will provide BSO with an alternate fueling site.

14. DEFAULT

- a. The occurrence of any one or more of the following shall constitute a "Default" by the party causing same (the "Defaulting Party"):
1. Payment. Failure of the Defaulting Party to pay any amount required hereunder, whether for Consideration, taxes, utilities, insurance or any other obligations, within ten (10) days after such is due hereunder, provided the Defaulting Party is first given written notice with ten (10) calendar days to cure; or
 2. Performance of Services. Failure of BSO to perform the Emergency Medical, Fire Protection or Fire Prevention Services as required herein at any time during the Term;
 3. Other Performance. Failure of the Defaulting Party to perform any other covenant, condition, agreement or provision contained herein (other than the Emergency Medical, Fire Protection or Fire Prevention Services) or to cure any misrepresentation or breach of any representation or warranty herein within thirty (30) days after receipt by the Defaulting Party of written notice of such failure, misrepresentation or breach; or
 4. Bankruptcy of Defaulting Party. Commencement of bankruptcy, insolvency, assignment for the benefit of creditors or receivership proceedings in respect of the Defaulting Party; or
 5. Default. Failure of the Defaulting Party to perform any covenant, condition, agreement or to cure any misrepresentation or breach of any representation or warranty in any other agreement between the parties hereto within any applicable grace period provided in such agreement.

- b. Upon the occurrence and continuance of a Default by the Defaulting Party, the party not in Default (the "Non-Defaulting Party") may, at its option and without any obligation to do so and in addition to any other remedies otherwise set forth in this Agreement, elect any one or more of the following remedies:
1. Terminate this Agreement pursuant to Section 15 herein; or
 2. Withhold payment or performance under this Agreement until such time as such Default is cured, provided the performance level does not compromise the safety of the public; or
 3. Cure such Default and recover the costs thereof, together with interest thereon at the lesser of 18% or the maximum legal rate permitted by applicable law, from the Defaulting Party; or
 4. Seek injunctive relief to enjoin any act of the Defaulting Party in violation hereof; or
 5. Seek specific performance of any covenant or obligation of the Defaulting Party hereunder; or
 6. Pursue any other remedy now or hereafter available under the laws or judicial decisions of the State of Florida.
- c. Interest and Late Charges. Any payments due hereunder, whether for Consideration, rents, taxes, utilities, insurance or any other obligations, overdue for more than ten (10) days shall bear interest from the date due at the lesser of eighteen percent (18%) or the maximum legal rate permitted by Applicable Law. In addition, the Defaulting Party shall pay for the Non-Defaulting Party's administrative and collection expenses incurred in connection therewith, and not as interest, a late charge equal to five percent (5%) of the amount overdue. The terms of this paragraph shall also apply to BSO's payment obligations under this Agreement.

15. **TERMINATION**

- a. In the event of the expiration of this Agreement or the termination by either party, the other party shall render such aid, coordination and cooperation as might be required for an expeditious and efficient termination of service. In the event of such termination or expiration and in the further event that the CITY is unable to provide the same level of service through its own fire rescue force at the time of such termination or expiration, the then pending term of this Agreement shall be deemed automatically extended for a period of 24 months or until CITY is capable of rendering such Fire Rescue Services, whichever occurs sooner. The consideration to be paid to the BSO during the transition period shall be based upon the actual cost of providing such services during the transition period, at the level of staffing determined reasonably necessary by BSO but shall not exceed the pro-rata cost of the most recent contract.

Either party may terminate this Agreement at its discretion either with or without cause, by giving written notice thereof to the other party; provided the other party has

no less than ninety (90) days prior written notice of such termination. At the expiration of the ninety (90) day notice period as described in the preceding provision, the transition period as set forth in subsection (c) of this Section 15 shall commence.

- b. In the event of a material breach, either party may provide the other party with written notice of the material breach. The other party shall have thirty (30) days from the date of its receipt of such notification to cure such material breach, except for a material breach of any payment obligation under this Agreement in which case the other party shall have 10 days from the date of the receipt of the notice to cure the payment obligation breach. If the material breach is not cured within such time periods, the non-breaching party may terminate this Agreement immediately, subject to the transition period in subsection C of this Section. Material breaches shall include but are not limited to, failure by the CITY to pay BSO pursuant to the consideration provisions set forth in the Special Terms and Conditions of this Agreement, violations of Governing Standards, local and federal laws, the BSO policies and procedures, or other terms and conditions of this Agreement.
- c. In the event of termination or upon the expiration of this Agreement, the CITY may request to purchase from BSO any piece of equipment, including fire rescue vehicles owned by BSO that are directly attributable to or in use by the District at the time of such termination or expiration in connection with the services contemplated herein. The purchase price for such equipment shall be determined by mutual agreement of the parties based on the fair market value of such equipment at the time of the CITY's election to purchase.
- d. Upon termination or expiration of this Agreement, all equipment and vehicles shall remain in service within the CITY until such time as the CITY and BSO execute such documents as are necessary to transfer liability for such vehicles and/or equipment, as applicable, from BSO to the CITY at the time the CITY takes possession of such vehicles and/or equipment.

Upon the parties reaching a mutual agreeable purchase price for the equipment owned by BSO pursuant to this Section, and payment by the CITY, BSO shall convey all of its rights, title and interest, thereto, including fire rescue vehicles, to the CITY by Bill of Sale Absolute or Certificate of Title, as applicable.
- e. Should this agreement, or any part thereof, be declared void or otherwise unenforceable by a court of law, the parties recognize that there will be costs in complying with any such order of the court. In such case, each party shall bear its own costs and said order of the court shall be deemed a notice of termination and the parties will implement the order in a manner consistent with the methodology set forth above for termination without cause, unless otherwise required by court order.

16. INDEMNIFICATION

CITY and BSO shall each be individually and separately liable and responsible for the actions of their respective officers, agents and employees in the performance of their respective obligations under this Agreement.

To the extent permitted by law, CITY shall indemnify defend, and hold BSO, its officials, agents, servants and employees, harmless from any and all liability, actions, causes of action, suits, trespasses, damages, judgments, executions, claims and demands of any kind whatsoever, in law or in Equity, which results from or arises out of the intentional or negligent acts or omissions of CITY, its employees, agents, or servants and CITY shall indemnify BSO, its officials, agents, servants and employees, for damages, judgments, claims, costs, expenses, including reasonable attorney's fees, which BSO, its officials, agents, servants and employees, might suffer in connection with or as a result of the intentional or negligent acts of CITY, its employees, agents, or servants. For purposes of this provision, CITY employees shall not be deemed agents or servants of BSO and BSO employees shall not be deemed agents or servants of CITY. The CITY shall at all times be entitled to the benefits of sovereign immunity as provided in Florida Statutes, Section 768.28, and common law. Nothing contained in this Agreement shall be construed as a waiver of sovereign immunity.

To the extent permitted by law, BSO shall indemnify, defend, and hold CITY, its officials, agents, servants and employees, harmless from any and all liability, actions, causes of action, suits, trespasses, damages, judgments, executions, claims and demands of any kind whatsoever, in law or in equity, which results from or arises out of the intentional or negligent acts or omissions of BSO, its employees, agents, servants and BSO shall indemnify CITY, its officials, agents, servants and employees, for damages, judgments, claims, costs, expenses, including reasonable attorney's fees, which CITY, its officials, agents, servants and employees, might suffer in connection with or as a result of the intentional or negligent acts of BSO, its employees, agents, or servants. For purposes of this provision, CITY employees shall not be deemed agents or servants of BSO and BSO employees shall not be deemed agents or servants of CITY. BSO will at all times be entitled to the benefits of sovereign immunity as provided in Florida Statutes, Section 768.28, and common law. Nothing contained in this Agreement shall be construed as a waiver of sovereign immunity.

17. CONTRACTOR RELATIONSHIP

CITY hereby retains BSO as an independent contractor to provide Fire Rescue Services for the CITY, subject to the terms and conditions contained herein. As an independent contractor, BSO shall have discretion and operational oversight regarding the manner and means in which Fire Rescue Services shall be provided to the CITY, unless otherwise provided herein. Notwithstanding BSO's independent contractor status hereunder, BSO and the District Fire Employees shall have the power and authority granted by the CITY pursuant to Section 3 hereof.

18. NO PARTNERSHIP

The relationship between the CITY and BSO shall be solely as set forth herein. Neither party shall be deemed the employee, agent, partner or joint venturer of the other, nor have, or represent to have, any authority or capacity to make or alter any agreement on behalf of the other, to legally bind the other, to credit or receive money due on behalf of the other or to do any other thing on behalf of the other, except as specifically set forth herein. Neither the CITY nor BSO will have or attempt to exercise any control or direction over the methods used by the other to perform its work, duties and obligations under this Agreement except as

specifically set forth herein. The respective employees, agents and representatives of each of the CITY and BSO shall remain their own employees, agents or representatives, and shall not be entitled to employment benefits of any kind from the other, except as specifically set forth herein. The CITY and BSO shall assume full responsibility for their own compliance with any and all Applicable Laws.

19. REPRESENTATIONS AND WARRANTIES OF CITY

The CITY represents, warrants and covenants to BSO as of the date hereof and throughout the Term the following:

- a. The CITY is and shall remain duly organized, validly existing and in good standing under the laws of the State of Florida, has and shall retain the requisite power and authority to conduct its business, to enter into this Agreement and to perform the terms hereof and by proper action on behalf of the CITY has duly authorized, executed and delivered this Agreement and any and all instruments in connection herewith.
- b. This Agreement has been duly executed and delivered by the CITY and constitutes the valid and legally binding obligation of the CITY enforceable in accordance with its terms, except as may be limited by bankruptcy, reorganization or similar laws affecting creditors' rights generally.
- c. Neither the execution and delivery of this Agreement, the consummation of the transaction contemplated hereby nor the fulfillment of or compliance with the terms and provisions hereof (a) conflicts with, or result in a material default under or breach of or grounds for termination of, any material agreement or any license, permit or other governmental authorization to which CITY is a party or by which CITY is bound, (b) results in the violation by the CITY of any provision of any Applicable Law applicable to CITY or to which CITY may be subject, (c) violates or conflicts with any charter or other document governing the actions of CITY, or (d) requires CITY to obtain or make any consent, authorization, approval, registration or filing under Applicable Law or order of any court or governmental agency, board, bureau, body, department, authority or any other person which has not already been obtained. The CITY is not in default with respect to any order, judgment, ordinance, award or decree of any governmental agency or instrumentality affecting this Agreement or the transactions contemplated hereby.
- d. No representation or warranty made by the CITY herein or in any schedule, exhibit or other document executed or delivered in connection herewith when taken as a whole contains any untrue statement of a material fact or omits to state any material fact necessary to make the statements made therein, in light of the circumstances under which they were made, not misleading in any material respect.

20. REPRESENTATIONS AND WARRANTIES OF BSO

BSO represents, warrants and covenants as of the date hereof and throughout the term of this Agreement the following:

- a. The Sheriff is the duly elected or appointed, qualified and incumbent Sheriff of Broward County, Florida, has and shall retain the requisite power and authority pursuant to the power so vested in him under Applicable Law to conduct its business, to enter into this Agreement and to perform the terms hereof and by proper action has duly authorized, executed and delivered this Agreement and any and all instruments in connection herewith.
- b. This Agreement has been duly executed and delivered by BSO and constitutes the valid and legally binding obligation of BSO enforceable in accordance with its terms, except as limited by bankruptcy, reorganization or similar laws affecting creditors' rights generally.
- c. Neither the execution and delivery of this Agreement, the consummation of the transaction contemplated hereby nor the fulfillment of or compliance with the terms and provisions hereof (a) conflicts with, or result in a material default under or breach of or grounds for termination of, any material agreement or any license, permit or other governmental authorization to which BSO is a party or by which BSO is bound, (b) results in the violation by BSO of any provision of any Applicable Law applicable to BSO or to which BSO may be subject, (c) violates or conflicts with any charter or other document governing the actions of BSO, or (d) requires BSO to obtain or make any consent, authorization, approval, registration or filing under Applicable Law or order of any court or governmental agency, board, bureau, body, department, authority or any other person which has not already been obtained. BSO is not in default with respect to any order, judgment, ordinance, award or decree of any governmental agency or instrumentality affecting this Agreement or the transactions contemplated hereby.
- d. BSO has complied and shall comply with all Applicable Laws relating to the performance of the Fire Rescue Services and the employment of the District Fire Employees.
- e. No representation or warranty made by BSO herein or in any schedule, exhibit or other document executed or delivered in connection herewith when taken as a whole contains any untrue statement of a material fact or omits to state any material fact necessary to make the statements made therein, in light of the circumstances under which they were made, not misleading in any material respect.
- f. The parties recognize that neither party has the right to modify the terms and conditions of this Agreement (i.e. staffing, consideration), unless such modification is mutually agreed upon through a formal written amendment or authorized in accordance with Section 6(i). Additionally, neither party shall have the right of set-off nor the right to reduce its contractual obligation to the other party by amounts in dispute absent a mutual written agreement of the parties, except as otherwise provided herein.

21. INTERPRETATION

Except where the context otherwise requires, reference to something in the singular shall include the plural and vice versa. Unless otherwise noted, reference to a party to this Agreement includes that party, and its permitted successors and assigns. Lastly, the captions or headings in this Agreement are for convenience only, and are not meant to limit the scope or intent of the particular provisions.

22. ACCOUNTING TERMS

All references in this Agreement to generally accepted accounting principles shall be to such principles as in effect from time to time in the United States of America. All accounting terms used herein without definition shall be used as defined under such generally accepted accounting principles.

23. CROSS REFERENCES

Unless otherwise specified, references in this Agreement to any Article or Section are references to such Article or Section of this Agreement, and, unless otherwise specified, references in any Article, Section or definition to any clause are references to such clause of such Article, Section or definition. The words "hereof", "hereby", "hereto", "herein", "hereunder" and the like refer to this Agreement in its entirety.

24. DRAFTING

This Agreement shall not be construed more strictly against one party than against the other merely because it may have been prepared by counsel for one of the parties, it being recognized that both parties have contributed substantially and materially to its preparation.

25. NOTICE

All notices and other communications under this Agreement shall be in writing and shall be deemed to have been given three (3) business days after deposit in the mail, designated as certified mail, return receipt requested, postage-prepaid, or one (1) business day after being entrusted to a reputable commercial overnight delivery service, or when sent by email or facsimile on a business day addressed to the party to which such notice is directed at its address determined in accordance with this Article with customary confirmation of receipt of such email or facsimile received. All notices and other communications under this Agreement shall be given to the parties hereto at the following addresses:

CITY:

See Special Terms and Conditions

BSO:

BSO
Broward Sheriff's Office
2601 W. Broward Boulevard
Fort Lauderdale, FL 33312

Any party hereto may change the address to which notices shall be directed under this Section by giving ten (10) days written notice of such change to the other party.

26. NON-ASSIGNABILITY

Neither party shall assign any of its obligations or benefits imposed hereby or contained herein, except upon the other party's prior written approval.

27. TIME OF THE ESSENCE

Time shall be of the essence in the payment and performance of all obligations hereunder. All references herein to this Agreement or the Term shall include the initial Term and any renewal or extension of the Term.

28. ENTIRE AGREEMENT

This Agreement, together with any other agreements entered into contemporaneously herewith, constitutes and represents the entire agreement between the parties hereto and supersedes any prior understandings or agreements, written or verbal, between the parties hereto respecting the subject matter herein. This Agreement may be amended, supplemented, modified or discharged only upon an agreement in writing executed by all of the parties hereto. This Agreement shall inure to the benefit of and shall be binding upon the parties hereto and their respective successors and permitted assigns. In the event any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

29. APPLICABLE LAW

This Agreement shall be governed by and construed in accordance with the laws of the State of Florida, United States of America, and, unless otherwise agreed to in writing by both parties hereto, venue and jurisdiction shall lie only in Broward County, Florida. Each of CITY and BSO hereby submits to such jurisdiction and venue and waives any defense of inconvenient forum in relation hereto.

30. WAIVER OF RIGHTS

CITY and BSO hereby irrevocably waive, to the fullest extent permitted by law, the posting of any bond, surety or other security that might be required of any party in any actions, proceeding or counterclaim, whether at law or equity, brought by either of them. Further, CITY and BSO hereby irrevocably waive, to the fullest extent permitted by law, trial by jury on any action, proceeding or counterclaim, whether at law or equity, brought by either of them.

31. SEPARABILITY

Each and every covenant and agreement herein shall be separate and independent from any other and the breach of any covenant or agreement shall in no way or manner discharge or relieve the performance of any other covenant or agreement. Each and all of the rights and remedies given to the Non-Defaulting Party by this Agreement or by law or equity are

cumulative, and the exercise of any such right or remedy by the Non-Defaulting Party shall not impair the Non-Defaulting Party's right to exercise any other right or remedy available to the Non-Defaulting Party under this Agreement or by law or equity.

32. WAIVER

No delay in exercising or omission of the right to exercise any right or power by any party hereto shall impair any such right or power, or shall be construed as a waiver of any breach or default or as acquiescence thereto. One or more waivers of any covenant, term or condition of this Agreement by either party shall not be construed by the other party as a waiver of a continuing or subsequent breach of the same covenant, provision or condition. The consent or approval by either party to or of any act of the other party of a nature requiring consent or approval shall not be deemed to waive or render unnecessary consent to or approval of any subsequent similar act. Payment or receipt of a lesser amount than that due hereunder shall not be deemed to be other than on account of the earliest amount due hereunder. Any endorsement or statement on any check or letter accompanying any check shall not be deemed an accord and satisfaction and the receiving party may accept and negotiate such check or payment without prejudice to that party's right to recover the balance of the full amount due or pursue any other remedy available hereunder.

33. ATTORNEYS' FEES

In the event of any controversy arising under or relating to the interpretation or implementation of this Agreement or any breach thereof, the prevailing party shall be entitled to payment for all reasonable costs and reasonable attorneys' fees (both trial and appellate) incurred in connection therewith.

34. DESCRIPTION OF SERVICES

BSO shall provide comprehensive Emergency Medical, Fire Protection and Fire Prevention Services within the municipal boundaries of the CITY which includes services (a) customarily rendered by municipal fire departments or BSO, and (b) required to be performed under Applicable Laws or CITY Ordinances, unless the subsequent modification or adoption of an Ordinance or Law results in additional costs to BSO in which case the CITY and BSO will negotiate in good faith to address the increased costs.

BSO shall not utilize a third party provider for the provision of services referenced in this Agreement unless first approved by the CITY in its sole and absolute discretion.

BSO fire rescue services are comprised of direct services, indirect services, special detail services and countywide services, which are defined as follows:

- a. Direct Services – are those services that are provided by the District Fire Employees.
- b. Indirect Services – are those BSO-provided Non-District Fire Employee services that are centralized within BSO, but provide benefits throughout Broward County (including the CITY).

- c. Special Detail Services – are those services offered by BSO that allows public and private entities to contract for the services of BSO’s fire/rescue personnel during off-duty hours.
- d. Countywide Services - those services that are funded by Broward County as a countywide service and provided by BSO to any and all Broward County fire/rescue agencies (irrespective of whether they have an agreement with BSO) that requests such service.

Each of these services is detailed further below.

DIRECT SERVICES

The Fire Rescue Services provided by BSO pursuant to this Agreement are as follows:

a. General Fire Rescue

- 1. BSO shall provide Fire Company pre-fire plan evaluations of required occupancies as well as hydrant testing and inspection in accordance with ISO and related departmental standards, designed to reduce the risk of property damage, injury, or loss of life from fire.
- 2. BSO shall provide Unified Incident Command at the scene of all significant and relative incidents within the CITY for the purpose of maintaining continuity in care, communication and mitigation of hazards.

b. Emergency Medical Services

- 1. BSO shall provide emergency medical services to the CITY on a twenty-four (24) hour, seven (7) days per week basis during the term of this Agreement. BSO shall provide the personnel, and the CITY shall provide the apparatus, for emergency medical services in the manner set forth in Exhibit “A”.
- 2. BSO possesses and shall maintain throughout the term of this Agreement a Class 1- ALS Rescue Certificate of Public Convenience and Necessity (“CON”) and an appropriate State of Florida license enabling BSO to provide advanced life support services, as well as basic life support services, to patients upon arrival at emergency scenes requiring immediate emergency medical care.
- 3. BSO shall provide emergency medical transportation for all patients requiring transportation to an appropriate hospital emergency department. BSO shall transport patients to the nearest appropriate receiving facility in accordance with adopted medical protocols and at the discretion of the attending paramedic.
- 4. Training and certification of BSO’s paramedics shall be the responsibility of BSO.
- 5. BSO shall provide medical control and oversight through the use of a comprehensive continuous quality improvement program as outlined in Chapter 401, Fla. Stat.

c. Fire Protection Services

1. BSO shall provide fire protection services to the CITY on a twenty-four (24) hour, seven (7) days per week basis during the term of this Agreement. BSO shall provide the personnel, and the CITY shall provide the apparatus, for fire protection services in the manner set forth in Exhibit "A".
2. Training and certification of BSO's firefighters shall be the responsibility of BSO.
3. BSO shall provide Fire Company pre-fire plan evaluations of required occupancies as well as hydrant testing and inspection in accordance with ISO and related departmental standards, designed to reduce the risk of property damage, injury, or loss of life from fire. CITY shall pay for hydrant markers and supplies.
4. BSO shall provide Unified Incident Command at the scene of all significant and relative incidents within the CITY for the purpose of maintain continuity in care, communications and mitigation of hazards.
5. BSO shall make its best efforts to maintain an Insurance Service Organization (ISO) Class One rating for the CITY's fire protection services throughout the term of this Agreement.

d. **Fire Prevention Services**

1. BSO shall provide fire prevention services ("Fire Prevention Services"), to include but not be limited to fire plan review, new construction and fire plan inspections, annual fire inspection, fire and arson investigation and enforcement of all applicable statutes and codes. BSO shall provide Fire Prevention Services to the CITY on a forty hour (40) five (5) days per week full-time basis and for Inspector call-out during the term of the Agreement, with the personnel specifically described in Exhibit A, Special Terms and Conditions.
2. BSO shall provide, as funded by the CITY, all vehicles, equipment and personnel to perform Fire Prevention Services, and shall provide personnel for full time use of the City for Fire Prevention Services in the manner set forth in Exhibit "A".
3. BSO shall perform all annual inspections of multifamily residential and commercial properties required to be inspected in accordance with the Florida Fire Prevention Code and the Broward County Local Fire Code amendment. BSO shall achieve an annual inspection rate of 100% for all structures required to be inspected pursuant to Chapter 633, Fla. Stat. The CITY shall be responsible for the billing and collection of such services.

e. **Other Direct Services**

1. BSO shall provide public education programs, subject to funding, through personnel assigned to the CITY, designed to reduce the risk of property damage, injury, or loss of life from fire.

- a) Administration
- b) Budget;
- c) Central Supply;
- d) Compensation and Assessment;
- e) Employee Assistance Program;
- f) Employee Benefits;
- g) Information Technology Division;
- h) Equal Employment Opportunity Division;
- i) Community Services (Media Relations and Public Relations);
- j) Finance;
- k) Fleet Control;
- l) Grants Management;
- m) Human Resources;
- n) Office of the General Counsel;
- o) Labor Relations;
- p) Purchasing;
- q) Records;
- r) Recruitment;
- s) Regional Marine Services
- t) Regional Logistics Services;
- u) Selection and Assessment;
- v) Staffing Office; and
- w) Any other services that meet the definition of Indirect Service as mutually agreed upon by BSO and the CITY.

The cost of indirect services are allocated to this Agreement and included in the consideration set forth in Exhibit "A".

SPECIAL DETAIL SERVICES FOR CITY EVENTS

1. BSO's emergency medical and fire protection personnel shall be used to provide services at special events held within CITY.
2. BSO will provide special detail services for CITY sponsored events; however the Chief Officer, in his/her discretion, will determine whether the services can be provided through the on-duty staff assigned to the District or through a special detail. If in the Chief Officer's discretion, BSO is able to provide the required level of services with on-duty personnel within the District at the time of the event, the City will incur no additional costs associated with such services; however the CITY understands and acknowledges that the on-duty personnel may be called to an incident during the CITY sponsored event. For those City-Sponsored events in which the Chief Officer determines that BSO is unable to provide the required level of services with on-duty personnel within the District at the time of the event, BSO will provide the required level of services through a special detail and the CITY will be charged at BSO's special detail rates at the time of the event. BSO will provide the required level of services at no cost to the city for up to three (3) City-sponsored events per fiscal year. Any CITY sponsored events in excess of the three (3) aforementioned events will be charged to CITY at BSO's cost.

The cost of indirect services are allocated to this Agreement and included in the consideration set forth in Exhibit "A".

SPECIAL DETAIL SERVICES FOR CITY EVENTS

1. BSO's emergency medical and fire protection personnel shall be used to provide services at special events held within CITY.
2. BSO will provide special detail services for CITY sponsored events; however the Chief Officer, in his/her discretion, will determine whether the services can be provided through the on-duty staff assigned to the District or through a special detail. If in the Chief Officer's discretion, BSO is able to provide the required level of services with on-duty personnel within the District at the time of the event, the City will incur no additional costs associated with such services; however the CITY understands and acknowledges that the on-duty personnel may be called to an incident during the CITY sponsored event. For those City-Sponsored events in which the Chief Officer determines that BSO is unable to provide the required level of services with on-duty personnel within the District at the time of the event, BSO will provide the required level of services through a special detail and the CITY will be charged at BSO's special detail rates at the time of the event. BSO will provide the required level of services at no cost to the city for up to three (3) City-sponsored events per fiscal year. Any CITY sponsored events in excess of the three (3) aforementioned events will be charged to CITY at BSO's cost.
3. Any and all special details requested by the CITY in excess of the above referenced three (3) City-sponsored events shall be paid based upon the terms and conditions of the CITY's permit.
4. Special details for which fire rescue personnel must be dedicated or assigned to an event shall be worked out between BSO and the non-City sponsoring agency, and all costs for such detail shall be borne by the sponsoring agency and not the CITY.
5. Special Detail Costs – CITY shall reimburse BSO only for the cost of additional labor if the equipment and fuel used are those covered by this Agreement.
6. All special details that require fire/EMS in the CITY shall be provided by BSO.

COUNTYWIDE SERVICES

In addition to the foregoing emergency medical, fire protection and fire prevention services, BSO shall provide the following specialized services, consistent with service levels BSO concurrently renders to other agencies and municipalities that request such services, at no additional cost to the CITY (for any such ancillary service, that incurs cost, BSO has the right to bill any and all 3rd party groups such as insurance companies for cost recovery and BSO shall retain all funds recovered.

- a. BSO shall provide, as needed, hazardous material response services equipped and trained to provide specialized response in case of an accidental spill or leak of hazardous materials or product.

- b. BSO shall provide air rescue services.
- c. BSO shall provide technical rescue services with specially equipped and trained personnel for above grade/high angle and below grade rescues.
- d. Any other services, excluding those indirect services listed, BSO normally provides to other fire rescue agencies throughout Broward County, whether they have a contract with BSO or not.

The CITY recognizes that the Board of County Commissioners, Broward County, Florida is the authority which establishes, allocates or otherwise provides for BSO's budget year funding. If in any budget year, funding, for any reason, is not provided sufficient to cover the BSO's ability to provide the countywide services, as determined by BSO, BSO reserves the right to notify the CITY accordingly in writing. In such an event, the countywide service shall be discontinued, unless the CITY and BSO agree otherwise by a formal written amendment to this Agreement executed with the same formalities as set forth herein.

BSO shall provide notice to the CITY of any substantive change to the Countywide Services due to Broward County not fully funding the services or equipment as provided for under this Section.

AUTOMATIC AID

BSO or the CITY shall not enter into any automatic aid agreements utilizing the personnel and/or equipment enumerated in this Agreement during the term of this Agreement without the mutual consent of both parties. BSO is, however, encouraged to participate in mutual aid agreements.

ADDITIONAL SERVICES:

Upon the request of the CITY Manager and subject to BSO's availability of resources, BSO agrees to provide such additional resources at a cost mutually agreed upon by the parties.

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ATTACHMENT 1

VEHICLES

1-5-21

EQUIPMENT MASTER LIST

EQUIPMENT	EQ DESCRIPTION	SERIAL NUMBER	LICENSE	DEPT	READING
R51	2015 INTERNATIONAL INTER.4300 :	3HAMNMAAL2FL687331	55358	88722	95,140
R66	2015 INTERNATIONAL INTER.4300 :	1HTMNAAL6GH104363	XE2169	88722	109,522
R102	2015 INTERNATIONAL INTER.4300 :	1HTMNAAL4GH104362	XE2168	88722	87,334
BC102	2015 FORD F-350 CREW CAB	1FT8W3BT3GEA59518	ZFQ79	88722	52,403
MULE	2013 JOHN DEERE MULE	1M06X4DDCEM090418	1	88722	91
E66	2016 E-ONE Typhoon	4EN6AAAB81G1000224	XE7485city	88722	44,530
E102	2016 E-ONE Typhoon	4EN6AAAB83G1000225	XE6653	88722	42,700
TL102	2016 E-ONE CYCLONE	4ENLABA84G1009461	XE6640	88722	38,778
R4	2019-FREIGHTLINER M-CLASS	1FVACWFCXKHK50836	XH0379	88722	25,067
	2017 TOYOTA TACOMA	5TFAZ5CN1HX037074	47761	88722	33,991
	2017 TOYOTA TACOMA	5TFAZ5CN3HX037187	47762	88722	18,416
	2017 TOYOTA 4RUNNER	JTEBU5JR8H5449105	ZLB19	88722	29,721
	2018 TOYOTA TACOMA	5TFAZ5CN0JX060358	ZLB31	88722	22,774
	2018 TOYOTA TACOMA	5TFAZ5CN1JX060528	ZLH90	88722	41,185
E4	2020 PIERCE VELOCITY	4P1BAAGF6LA021611	1	88722	5,165
NEW E102	2021 PIERCE VELOCITY	4P1BAAGF7MA022445	1	88722	1,200
NEW BC102	2020 FORD F-350 CREW CAB	1FT8W3BT5LEE08527	ZNV21	88722	5
	2018 TOYOTA TACOMA	5TFAZ5CN1JX060487	ZLH95	88722	26,766
	2020 DODGE DURANGO	1C4RDJF6JLC205313	ZNV17	88722	5,062
	2020 POLARIS 4RUNNER	4XABEPD4XL8940772	1	88722	20
	2020 POLARIS 4RUNNER	4XABEPD41L8941051	1	88722	20
	2005 INTREPID INTREPID 30'	IBW30206F405	FL4012MS	88722	2,885
	2004 TRAILER ALUM SLIDON	4EHAS30364S005047	53389	88722	0
	2004 FORD F-350	1FTWW32S64EC07140	44146	88722	40,100
	2005 FORD EXPLORER	1FMEU73836UB03141	45156	88722	115,028
	2008 FORD ESCAPE	1FMCU92Z38KA01933	48721	88722	65,742
	2007 FORD EXPEDITION	1FMFU16568LA47224	48752	88722	138,188
	2003 EONE Hush Pumper	4EN6AAAB8031006638	30191	88722	131,955
	2005 E-ONE Hush Pumper	4EN6AAAB8751008700	45137	88722	113,126
DEADLINED	2002 FREIGHTLINER wheeled Coact	1FVABPCT93HL74470	30348	88722	158,442
DECOMMISSION	1999 FREIGHTLINER wheeled Coact	1FV3GFBC4XHA74253	32356	88722	104,554
CERT TRUCK	2005 INTERNATIONAL wheeled Coa	1HTMRAAM35H161260	46378	88722	214,480
DEADLINED	2005 INTERNATIONAL wheeled Coa	1HTMRAAM55H161261	48581	88722	143,636
DECOMMISSION	2007 INTERNATIONAL wheeled Coa	1HTMRAAM67H523326	48738	88722	234,167
DECOMMISSION	2009 INTERNATIONAL wheeled Coa	1HTMRAAM69H163168	49082	88722	156,569
DEADLINED	2012 GEM UNDEFINED	5ASAK27423F032223	51940	88722	0
	2008 JOHN DEERE FIRE RESCUE	OMM136969	1	88722	0
	2006 TRAILER TOWMASTER	NOVIN0200388260	1	88722	0

93041	1994 FREIGHTLINER Wheeled Coact	1FV3GFBXCRL579789	40580	88722	144,739
93042	1994 FREIGHTLINER FL-60	1FV3GFBXCRL579788	42238	88722	132,777
93070	2002 HAULMARK TRAILER	4X5GB20232G044691	220812	88722	0
93079	2002 TRAILER TRAILER	4XSCB10123G046031	1	88722	0
93128	2004 TRAILER TRAILER	1S9EO18234T303710	51933	88722	0
93143	2012 GMC 3-Series	1GDKJ79669E111548	49177	88722	63,568
93144	1997 TRAILER UTILITY	061ISM019T6290154	51093	88722	0
93158	2009 HMD TRAILER	NOVIN200788710	1	88722	0