

**AGREEMENT**  
**BETWEEN**  
**THE CITY OF WESTON, FLORIDA**  
**AND**  
**THE BROWARD SHERIFF'S OFFICE**  
**FOR EMERGENCY MEDICAL, FIRE PROTECTION**  
**AND FIRE PREVENTION SERVICES**

THIS AGREEMENT FOR EMERGENCY MEDICAL, FIRE PROTECTION AND FIRE PREVENTION SERVICES, dated the 18<sup>TH</sup> day of July, 2019, is made by and between the City of Weston, (hereinafter referred to as the "CITY") and the Broward Sheriff's Office (hereinafter referred to as "BSO")

**WITNESSETH:**

**WHEREAS**, pursuant to the CITY's home rule powers, the City has the authority to provide or enter into a contract for the provision of emergency medical, fire protection and fire prevention services within the municipal boundaries of the City, and

**WHEREAS**, the CITY has maintained a high level of professional emergency medical, fire protection and fire prevention services for the benefit of the citizens and residents of the CITY, and

**WHEREAS**, the CITY desires to enter into a contract for the provision of emergency medical, fire protection and fire prevention services while maintaining ultimate authority and control over such services, and

**WHEREAS**, BSO has agreed to render to the CITY a high level of professional emergency medical, fire protection and fire prevention services, and the CITY desires to contract for the services upon the terms and conditions set forth in this Agreement.

**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, and the General Terms and Conditions that are set forth in Exhibit B, which is attached and incorporated herein.
3. In the event there is a conflict between the General Terms and Conditions, and Special Terms and Conditions, the Special Terms and Conditions shall be controlling.

**AGREEMENT BETWEEN THE CITY OF WESTON, FLORIDA AND THE BROWARD SHERIFF'S  
OFFICE FOR EMERGENCY MEDICAL, FIRE PROTECTION AND FIRE PREVENTION SERVICES.**

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

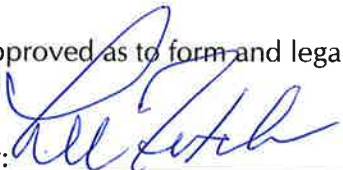
**BROWARD SHERIFF'S OFFICE**

By:

  
Gregory Tony, Sheriff

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

By:

  
for Terrence O. Lynch, General Counsel

12 day of July, 2019

AGREEMENT BETWEEN THE CITY OF WESTON, FLORIDA AND THE BROWARD SHERIFF'S  
OFFICE FOR EMERGENCY MEDICAL, FIRE PROTECTION AND FIRE PREVENTION SERVICES.

CITY OF WESTON, through its  
City Commission

By: 

Daniel J. Stermer, Mayor

1<sup>st</sup> day of July, 2019

ATTEST:



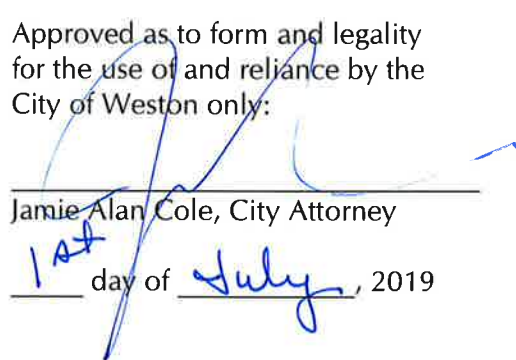
Patricia A. Bates, MMC, City Clerk

By: 

John R. Flint, City Manager/CEO

2<sup>nd</sup> day of July, 2019

Approved as to form and legality  
for the use of and reliance by the  
City of Weston only:

  
\_\_\_\_\_  
Jamie Alan Cole, City Attorney

1<sup>st</sup> day of July, 2019

(CITY SEAL)

**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 Weston																						
EFFECTIVE DATE:	October 1, 2019																						
TERM:	October 1, 2019 – September 30, 2024																						
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>Station 81 is located at: 17350 Royal Palm Boulevard Weston, Florida 33326</p> <p>Station 67 is located at: 951 Saddle Club Road Weston, Florida 33327</p> <p>Station 55 is located at: 3955 Bonaventure Boulevard Weston, Florida 33332</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>Assistant District Chief</td><td>1</td></tr> <tr><td>Fire Prevention Officer, or Lieutenant or Captain (Fire Prevention 40hrs/wk)</td><td>1</td></tr> <tr><td>Life Safety Educator</td><td>1</td></tr> <tr><td>Admin Specialist II</td><td>1</td></tr> <tr><td>Fire Safety Inspector</td><td>4</td></tr> </table> <p><u>Shift Personnel</u></p> <table> <tr><td>Battalion Chief</td><td>4</td></tr> <tr><td>Captain</td><td>12</td></tr> <tr><td>Lieutenant</td><td>20</td></tr> <tr><td>Driver Engineer</td><td>18</td></tr> <tr><td>Firefighter/Paramedic</td><td>58</td></tr> </table> <p>TOTAL WESTON PERSONNEL 121</p>	District Chief	1	Assistant District Chief	1	Fire Prevention Officer, or Lieutenant or Captain (Fire Prevention 40hrs/wk)	1	Life Safety Educator	1	Admin Specialist II	1	Fire Safety Inspector	4	Battalion Chief	4	Captain	12	Lieutenant	20	Driver Engineer	18	Firefighter/Paramedic	58
District Chief	1																						
Assistant District Chief	1																						
Fire Prevention Officer, or Lieutenant or Captain (Fire Prevention 40hrs/wk)	1																						
Life Safety Educator	1																						
Admin Specialist II	1																						
Fire Safety Inspector	4																						
Battalion Chief	4																						
Captain	12																						
Lieutenant	20																						
Driver Engineer	18																						
Firefighter/Paramedic	58																						

<p>VEHICLE AND STAFFING STRUCTURE:</p>	<p><b>Emergency Medical Services.</b> The CITY shall provide the advanced life support ("ALS") rescue/transport vehicles and BSO shall provide the Personnel for each vehicle and for the provision of emergency medical services as follows:</p> <p>Station 81 shall have one NFPA compliant standard ALS rescue/transport vehicle (including stretchers) with three personnel.</p> <p>Station 67 shall have two NFPA compliant standard ALS rescue/transport vehicles (including stretchers) each with three personnel.</p> <p>Station 55 shall have one NFPA compliant standard ALS rescue/transport vehicles (including stretchers) with three personnel.</p> <p>Staffing on each standard ALS rescue/transport vehicle shall be as follows:</p> <ul style="list-style-type: none"> <li>• One company officer (lieutenant or captain)</li> <li>• Two firefighters</li> </ul> <p>All of the above personnel shall be cross-trained firefighter/paramedics.</p> <p>The CITY shall provide two reserve NFPA compliant standard ALS rescue/transport vehicles, stationed within the CITY, for use as a replacement vehicle during times a regular vehicle is out of service due to repairs or maintenance, which shall be stationed in one of the stations, as described above. In the event that an additional reserve vehicle is needed, BSO shall provide the additional reserve vehicle, at no additional cost to the CITY.</p> <p><b>Fire Protection Services.</b> The CITY shall provide the apparatus and BSO shall provide the Personnel for the provision of fire protection services as follows (except as otherwise specified):</p> <p>Station 81 shall have one NFPA 1901 fire apparatus/ALS first responder engine vehicle with three personnel, and one NFPA 1901 fire apparatus/ALS first responder aerial vehicle with four personnel.</p> <p>Station 67 shall have one NFPA 1901 fire apparatus/ALS first responder engine vehicle with three personnel.</p> <p>Station 55 shall have one NFPA 1901 fire apparatus/ALS first responder engine vehicle with three personnel, and shall house one non-staffed brush truck provided by BSO.</p>
--	---

	<p>Staffing on each fire apparatus/ALS first responder engine vehicle shall be as follows:</p> <ul style="list-style-type: none"> <li>• One company officer (lieutenant or captain)</li> <li>• One driver engineer</li> <li>• One firefighter</li> </ul> <p>All of the above personnel shall be cross-trained firefighter/paramedics.</p> <p>Staffing on the fire apparatus/ALS first responder aerial vehicle shall be as follows:</p> <ul style="list-style-type: none"> <li>• One company officer (lieutenant or captain)</li> <li>• One driver engineer</li> <li>• Two firefighters</li> </ul> <p>All of the above personnel shall be cross-trained firefighter/paramedics.</p> <p>The CITY shall provide one NFPA 1901 reserve fire apparatus/ALS first responder engine, stationed within the CITY, for use as a replacement vehicle during times a regular vehicle is out of service due to repairs or maintenance, which shall be stationed in one of the stations, as described above. In the event that an additional reserve vehicle is needed, BSO shall provide the additional reserve vehicle, at no additional cost to the CITY.</p> <p><b>Fire Prevention Services.</b> The City shall be provided the following by BSO for the provision of fire prevention services:</p> <p>One Fire Prevention Officer or one Lieutenant or one Captain certified by the State of Florida and Broward County as a Fire Safety Inspector.</p> <p>Four Firefighters certified by the State of Florida and Broward County as a Fire Safety Inspector.</p> <p>One Fire Safety Educator.</p> <p>All vehicles, equipment and personnel to perform Fire Prevention Services.</p> <p>The Consideration provided for under this Agreement includes the cost of the vehicles required to be provided by BSO, which shall be maintained in good working condition, for administrative Fire Prevention Services.</p>
--	---

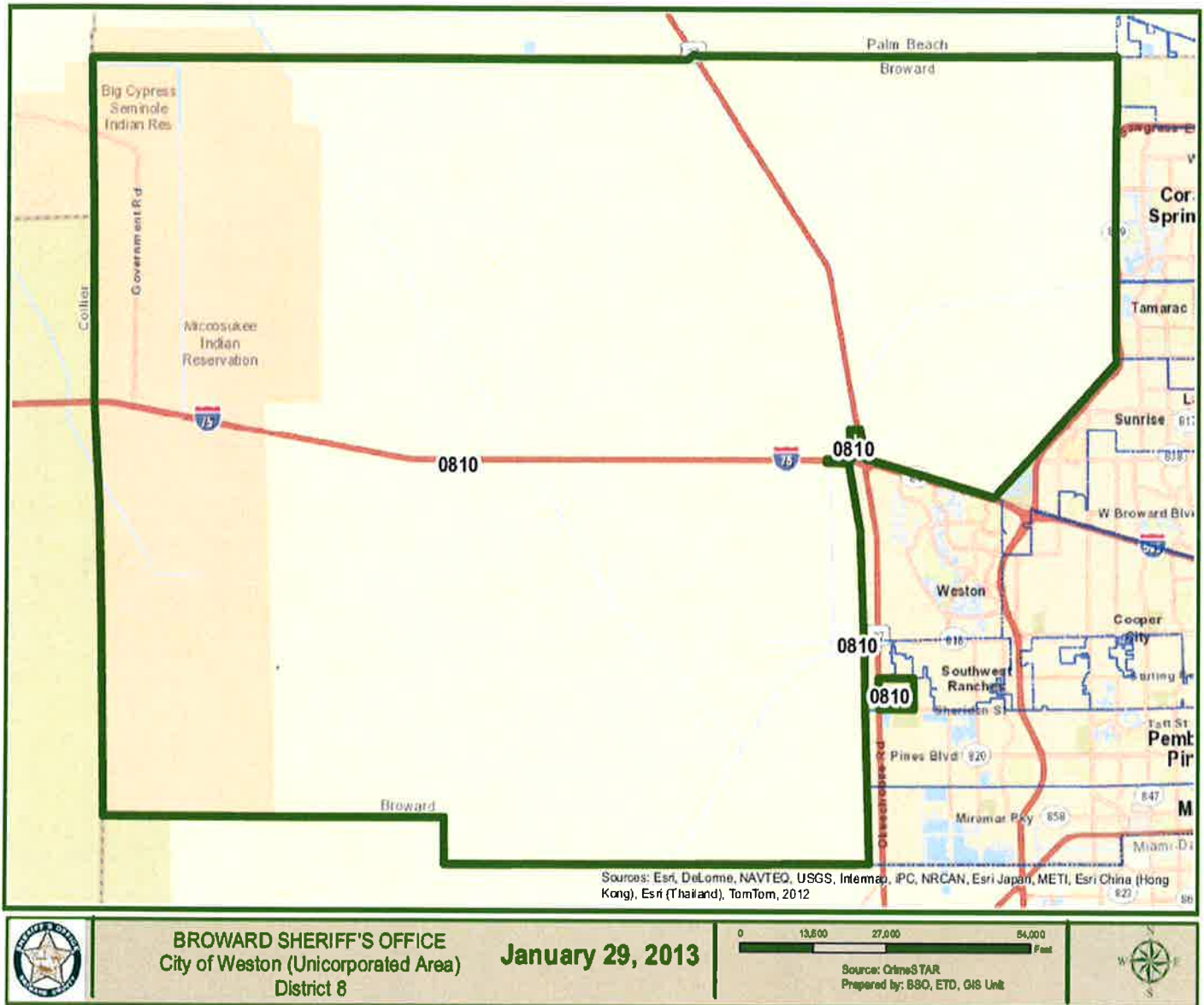
<p>UNINCORPORATED WEST BROWARD AREAS:</p>	<p>In recognizing that certain areas of unincorporated West Broward County are more efficiently served with the administrative support responsibilities assumed by the Weston District, the parties agree that the Weston District shall assume administrative support responsibilities for the delivery of fire rescue services to the unincorporated areas as described in and attached as Exhibit 1.</p> <p>The Weston District's assumption of the administrative support responsibilities for the delivery of fire rescue services to such unincorporated West Broward County areas, including the District Chief's supervision of the services and Fire Station 106, shall not diminish service to the CITY except in instances of mutual assistance.</p> <p>It shall be the responsibility of BSO for the funding of the staffing and equipment for fire rescue services provided to such unincorporated West Broward County areas.</p>
<p>NOTICE CITY ADDRESS:</p>	<p>John R. Flint City Manager City of Weston 17200 Royal Palm Boulevard Weston, FL 33326</p> <p>Copy to:</p> <p>Jamie Alan Cole, Esq. City Attorney Weiss Serota Helfman Cole &amp; Bierman, P. L. 200 East Broward Boulevard, Suite 1900 Fort Lauderdale, FL 33301</p>
<p>CITY SPECIFIC ADDITIONAL SERVICES:</p>	<p>100% annual fire inspections pursuant to Florida Statutes</p> <p>100% annual AED and Stop the Bleed Kits inspections</p> <p>Semi-annual inspection &amp; exercise of fire wells</p> <p>Coordination with City Code Enforcement for issuance of Notices of Violation and prosecution of violations of the Fire Code</p> <p>Monthly Utilization Reports</p> <p>Notification when City vehicles are out of service</p> <p>Notification to City Manager of major incidents as soon as practicable</p> <p>The City's law enforcement agency shall be notified of all fire rescue calls</p>

CONSIDERATION: FY 19/20 Consideration for all General and City Specific Services	\$24,308,109.00
OBSERVER RELEASE AND HOLD HARMLESS AGREEMENT:	All persons, prior to riding, as an Observer, in a City-owned Fire Rescue and Emergency Services vehicle, shall execute the City's Release/Hold Harmless/Indemnification and Request for Permission for Individual to Ride as an Observer form, attached as Exhibit 2. BSO shall complete and execute its part of the CITY's form. The original complete and fully executed form shall be forwarded to the CITY's City Clerk.

**[END OF EXHIBIT "A"]**



# **EXHIBIT "1"** **UNINCORPORATED WEST BROWARD PATROL ZONES**



## EXHIBIT "2"

### CITY OF WESTON, FLORIDA RELEASE/HOLD HARMLESS/INDEMNIFICATION AND REQUEST FOR PERMISSION FOR INDIVIDUAL TO RIDE AS AN OBSERVER

\_\_\_\_\_ (hereinafter referred to as the "Observer") does hereby request permission from the City of Weston, Florida and its officers, employees, agents, servants, representatives and volunteers (collectively referred to as "City") for Observer to ride (the "Ride"), as an observer, in a City Fire Rescue and Emergency Services vehicle and during the course of such Ride to be on the property owned, leased, operated, controlled or maintained by the City, subject to the following terms and conditions:

1. The City reserves the right to deny approval of or revoke this request at any time in its sole and exclusive discretion.
2. The Observer is of at least 18 years of age and has no known physical or mental impairment that would pose a safety risk of harm to him/her, those around him/her and/or the public, or jeopardize the efficient, effective and safe operation of the Ride, or impose an undue burden on the City or BSO.
3. The purpose of this Ride is for fire rescue/emergency medical service training only.
4. The Observer acknowledges that the provisions stated herein are applicable, without exception, to all Observers including fire rescue/emergency medical service certified individuals.
5. The Observer agrees that he/she shall not carry a firearm, knife, or any other weapon of any type during the Ride.
6. The Observer agrees to obey all instructions, orders, or commands given to him/her by the City during the period of the Ride; failure to obey may result in immediate termination of and discharge from the Ride.
7. The Observer agrees and understands that he/she may experience or encounter many of the dangers associated with fire rescue and emergency medical services including, but not limited to, vehicle accidents and hazardous materials. The Observer agrees and understands that such dangers may result in physical harm, injury, or death to him/her. The Observer agrees, understands and voluntarily assumes any and all risks associated with these dangers, and as a material inducement to allow him/her to participate in the Ride, he/she hereby releases and agrees to hold harmless the City from any and all manners of actions, causes of action, liabilities, controversies, agreements, promises, damages, rights, injuries, judgments, claims and demands of any nature whatsoever at law or in equity, that he/she may have now or in the future, for or by reason of his/her involvement as an observer, including without limitation, claims or liabilities associated with injuries, due to such participation as an observer.
8. The Observer, agrees to save, defend, indemnify and hold City harmless from and against any and all manners of actions, causes of action, liabilities, controversies, agreements, promises, damages, rights, injuries, judgments, claims and demands of any nature whatsoever in law or in equity, that are, or may be asserted, entered or claimed against City or any of its constituents, by any person or entity or by reason of the Observer's acts, negligence, willful misconduct or omissions to act while an observer.
9. The Observer **WAIVES ANY CLAIM** against City arising as an observer, including any claim for negligence and does **COVENANT NOT TO SUE** the City relating to such participation. This indemnification and hold harmless shall continue notwithstanding any negligence or comparative negligence on the part of the City relating to such action, damage or claim. In case of emergency, City is authorized to seek medical treatment and transportation for the Observer from such physicians, hospitals, and ambulance services as may be chosen in its reasonable discretion. The Observer agrees and understands that the City has no obligation to seek such treatment or transportation. The Observer agrees and understands that he/she is responsible for furnishing insurance in case of injury. The Observer accepts full financial responsibility for payment of any and all such medical services.
10. The Observer agrees that this Release/Hold Harmless/Indemnification shall be binding on his/her heirs, successors and assigns. Any provision in this Release/Hold Harmless/Indemnification that is prohibited or unenforceable under Florida or Federal Law shall be ineffective to the extent of such prohibition without invalidating the remaining provisions hereof.

[THIS IS A TWO-SIDED DOCUMENT, ORIGINAL VALID ONLY WHEN FULLY EXECUTED  
ON REVERSE SIDE, NO ONE-SIDED ORIGINALS ACCEPTED]

**CITY OF WESTON, FLORIDA  
RELEASE/HOLD HARMLESS/INDEMNIFICATION AND  
REQUEST FOR PERMISSION FOR INDIVIDUAL TO RIDE AS AN OBSERVER**

I, being the Observer, hereby acknowledge and agree to the statements above and have fully read, understood and agree to each and every term contained in this Release/Hold Harmless/Indemnification.

\_\_\_\_\_  
Observer's Printed Name and Date of Birth

\_\_\_\_\_  
Observer's Signature

\_\_\_\_\_  
Observer's Street Address, City, State, Zip Code and Phone Number

STATE OF FLORIDA :  
COUNTY OF \_\_\_\_\_:

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_,  
by \_\_\_\_\_, who did take an oath and is personally known to me  
or has produced \_\_\_\_\_ as identification.

\_\_\_\_\_  
NOTARY PUBLIC, STATE OF FLORIDA

\_\_\_\_\_  
Printed Name of Notary Public

My Commission Expires: \_\_\_\_\_

Commission Number: \_\_\_\_\_

**Criminal Background Check of Observer performed by:**

\_\_\_\_\_  
Printed Name and CCN number

\_\_\_\_\_  
Signature and Date

\*\*\*\*\*

The Observer identified above is scheduled to Ride in a City Fire Rescue and Emergency Services vehicle on:

\_\_\_\_\_ as an Observer with \_\_\_\_\_  
(Date and Times)

\_\_\_\_\_  
(Employee's Printed Name and CCN number)

Approval is:    ☐ GRANTED    ☐ DENIED

By: \_\_\_\_\_  
Printed Name City Fire Chief or Designee

\_\_\_\_\_  
Assigned Employee's Signature

\_\_\_\_\_  
Signature City Fire Chief or Designee

**[THIS IS A TWO-SIDED DOCUMENT, ORIGINAL VALID ONLY WHEN FULLY EXECUTED  
ON THIS SIDE, NO ONE-SIDED ORIGINALS ACCEPTED]**

## 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 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.
- i. 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.

- j. District Chief. "District Chief" 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.
- 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 Weston 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.

## 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, insurance benefits, civil service benefits, compensation and/or any status or right. Accordingly, the CITY shall not be called upon to assume any liability 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.
- e. **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 modified through an amendment to this Agreement, which shall reflect the agreed upon staffing change(s) and a compensation adjustment based on the cost of the staffing change(s).

In addition to the annual review, the District Chief shall have the right to request a staffing adjustment at any time during the year. Upon making such request to the City Manager, the District Chief and City Manager shall meet and discuss the need for such adjustment. If the City Manager and District Chief 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.

- f. **Transfers – BSO's Rights.** Except for the District Chief, 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. The City Manager shall be kept informed of all transfers.
- g. **Transfers – City Rights.** Except for the District Chief, 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 District Chief 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 5 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.

- h. **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.
- i. **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.
- j. **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.
- k. **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 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 District Chief a copy of new ordinances for training purposes.
- l. **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. RESPONSE TIMES**

The District Chief 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 set forth in Appendix 'A' and 'B'.

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.

**5. 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
- 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).

**6. CONSIDERATION**

- a. For the period from the Effective Date through the end of the September 30, 2020, 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 1<sup>st</sup> 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 Regional Interlocal Agreement with Broward County, dated on or about September 25, 2013, 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 in the preceding year. The projected costs of these items shall be supported with third party documentation. Changes in class of insurance plan (i.e. single plan to family plan) for individual employees will not be included in the cap.
- c. BSO shall submit a proposed budget to the CITY on or before the preceding May 1<sup>st</sup>. 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 1<sup>st</sup> 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 District 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 June 30<sup>th</sup>. 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 vacancies that occur during the fiscal year. The CITY's entitlement to the vacancy credit shall be calculated at the end of the fiscal year. A vacancy occurs when a BSO District Fire Employee that serves as District Chief, Assistant District Chief, Fire Prevention Officer as defined in Exhibit A, a Fire Safety Inspector, a Life

Safety Educator or Admin Specialist II 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 Eligible Agreement on BSO's website within 10 business days of execution thereof and shall notify the CITY of such posting within 14 business days of the posting. 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 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, and all needed repairs and replacements thereto in accordance with 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. 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 carryout 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.

**8. VEHICLES, EQUIPMENT AND OTHER PERSONAL PROPERTY**

- a. The City shall provide the fire apparatus, and BSO shall provide the vehicles, personnel and equipment, for the provision of emergency medical, fire protection and fire prevention services in accordance with the Special Terms and Conditions set forth in Exhibit "A".

The Fire Rescue apparatus and vehicles (collectively, the "Vehicles") shall be used solely within the CITY, 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. 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.

- b. Capital Replacement.

Once a Fire Rescue apparatus has reached the end of useful life as determined by the CITY, the CITY shall replace such apparatus at the CITY's expense.

- c. Damage to Vehicles.

In the event that a Vehicle or any equipment is damaged during the term of this Agreement, the District Chief 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.

- d. 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 District Chief 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.

- e. For City owned Vehicles, the lettering on the Vehicles shall read as follows: "City of Weston Fire Rescue Proudly Served by Broward Sheriff's Office." BSO shall not alter the City owned Vehicles without the prior written approval of the City Manager.

For BSO owned vehicles, assigned to the District, the lettering on the vehicles, in addition to "Broward Sheriff's Office" shall include "City of Weston".

- f. 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.

## **9. FACILITIES**

The CITY agrees to provide BSO the Facilities as defined in Section 1(l) and as described in Exhibit A.

CITY shall provide housing of BSO's emergency medical and fire protection personnel in the CITY's fire stations.

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.

BSO shall occupy the Facilities and use the furnishings and equipment contained in the Facilities only in connection with performing the Fire Rescue Services within the District, and at no additional cost to BSO.

BSO shall maintain the Facilities in a clean condition, free from debris; however, normal wear and tear from usage is excepted. BSO shall not 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 Facilities, BSO shall be responsible for repairing or replacing such property.

The CITY owns the fire stations and will be responsible for major repairs of the fire station facilities and property (i.e., to include HVAC systems, electrical systems, roof systems and storm damage to a 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 CITY's fire stations. In the event BSO, its employees, agents, or invitees destroy, deface, damage, impair, or remove any part of the CITY's fire stations, BSO shall be responsible for repairing or replacing such property.

Except as provided above, maintenance and repair services for the CITY's fire stations shall be supplied by the CITY. CITY agrees to keep the fire stations in good structural repair. CITY shall maintain and keep in good repair the roof, lighting, walls, foundations, sidewalks, floors, 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.

BSO shall pay for all utility costs including, but not limited to, telephone, electric, and water for the CITY-owned Facilities. The parties understand and acknowledge that the utility costs attributed to this Agreement are indirectly charged to the CITY as part of the consideration payable by the CITY to BSO.

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 in this Agreement. BSO's personnel shall only park personal vehicles in designated parking areas. The CITY's fire stations shall only be utilized for appropriate emergency medical, fire protection and fire prevention services within the City, unless otherwise mutually agreed upon by BSO and the City Manager. BSO personnel shall not conduct personal business at the CITY's fire station premises. 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.

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. DISTRICT CHIEF**

- a. BSO shall provide, pursuant to this Agreement, a District Chief (Department of Fire Rescue and Emergency Services non-bargaining unit command officer of appropriate rank). The District Chief shall be devoted 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 District Chief shall, among other specified duties, act as liaison between BSO and the CITY. BSO's

District Chief 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 District Chief 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 and, unless the City Manager objects, the immediately adjacent unincorporated areas of west Broward County in accordance with Exhibit "A". The CITY and BSO understand and acknowledge that the District Chief is employed by BSO and therefore has certain employment responsibilities to BSO, however such responsibilities shall not substantially interfere with the District Chief's responsibilities as the CITY's Fire Chief.

- b. The CITY currently has a District Chief. In the event the position of District Chief becomes vacant, the selection of a District Chief 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 District Chief. 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 ten (10) 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 District Chief. The CITY shall have the opportunity to interview each of the candidates. During the selection process, BSO shall put in place a temporary Chief until the permanent Chief is selected.
- c. BSO shall provide an administrative assistant to the District Chief who shall be assigned to the District Chief'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 District Chief.
- d. BSO shall provide, pursuant to this Agreement, the necessary supervisory personnel to serve as liaisons between the Station personnel and the District Chief.
- e. In the event CITY becomes dissatisfied with the performance of the District Chief, 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. The City Manager may remove the District Chief at any time, without cause. If the City Manager, in his or her sole discretion, with or without cause, still desires that BSO remove the District Chief, BSO shall do so immediately.

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

- 1. The District Chief is being promoted in rank;

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

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

f. Assistant District Chief.

The SHERIFF shall provide an Assistant District Chief who shall be assigned full-time to the CITY. The Assistant District Chief must be acceptable to the City Manager, in the City Manager's sole and absolute discretion. The Assistant District Chief serves as second in command to the District Chief in carrying out his or her responsibilities under this Agreement.

In the absence of the District Chief due to vacation or illness, the Assistant District Chief shall assume the duties of the District Chief.

The BSO's Assistant District Chief for Weston shall serve as the CITY's representative at the Broward County Emergency Operations Center (the "EOC"), and shall be properly certified to perform such functions. Upon activation of the CITY or Broward County EOC and at the City Manager's direction, the Assistant District Chief shall go to the EOC to serve as the City's representative, and shall coordinate all emergency management duties for and respond to the CITY and/or Broward County EOC as directed by the City Manager and District Chief to address the CITY's emergency management needs.

## 11. INSURANCE

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 (for BSO supplied vehicles)

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.

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.

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.

The CITY shall pay for and maintain its own comprehensive general liability insurance or maintain a self-insuring fund for the term of this Agreement in the amount determined by the CITY to adequately insure the CITY's liability assumed herein, but in no event shall such coverage be less than the statutory waiver of sovereign immunity. In the event such coverage is modified, in any regard, before the expiration date of this Agreement, the CITY will provide at least thirty (30) day's prior written notice to the BSO.

The CITY shall carry Business Automobile Liability insurance for only the CITY supplied vehicles with minimum limits of two million dollars (\$2,000,000.00) per occurrence, combined single limit Bodily Injury Liability and Property Damage. The policy must be no more restrictive than the latest edition of the Business Automobile Liability policy without restrictive endorsements, as filed by the Insurance Services Office, and must include owned vehicles and hired and non-owned vehicles.

The Business Automobile Liability policy shall name and endorse the following as additional insured's: The Broward County Sheriff's Office, BSO, the Sheriff and their officers, agents and employees with a CG026 Additional Insured – Designated Person or Organization endorsement, or similar endorsement to the liability policies.

CITY shall provide BSO's Director of Risk Management 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 BSO.

Such insurance shall cover the CITY supplied Vehicles only and not the contents or equipment stored or installed in the CITY supplied Vehicles by BSO.

## **12. 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 provision contained in any other 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 13 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.

### 13. TERMINATION

- a. This Agreement shall be deemed automatically terminated and of no further force and effect if CITY has filed or consented to the filing of a petition for reorganization or bankruptcy or is otherwise adjudicated insolvent.
- b. This Agreement provides in Section 12 "Default" for the judicial remedy of specific performance to cause either party to perform its obligations in accordance with the terms and conditions herein. In the event a court was to determine that either party was in default in the performance of its obligations pursuant to this Agreement and that specific performance was not any adequate remedy to cause the other party to perform its obligations herein, in addition to all other remedies available to the parties, the parties shall be entitled to request a judicial order seeking rescission of this Agreement.
- c. In the event of termination or expiration of this Agreement, BSO and CITY shall cooperate in good faith in order to effectuate a smooth and harmonious transition from BSO to a CITY fire department or other such transition as negotiated and to maintain during such period of transition the same high quality of Fire Rescue Services as contemplated by this Agreement. 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 remunerations 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, 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 13 shall commence.

- d. 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.

- e. 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.

#### 14. **LIABILITY**

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 harmless BSO, and at the option of BSO's counsel, defend or pay for an attorney selected by BSO's counsel to defend, 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. This covenant and agreement of CITY shall survive the expiration or earlier termination of this Agreement.

To the extent permitted by law, BSO shall indemnify, defend, and hold harmless, and at the option of the CITY, defend or pay for an attorney selected by CITY's counsel to defend 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. This covenant and agreement of BSO shall survive the expiration or earlier termination of this Agreement.

**15. 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.

**16. 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.

**17. 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 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.

**18. 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 setoff or 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.

## **19. 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.

## **20. 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.

## **21. 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.

## **22. 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.

**23. 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:

Sheriff  
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.

**24. 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.

**25. 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.

**26. 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.

**27. 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.

**28. 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.

**29. 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.

**30. 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.

**31. 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 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.
3. Training and certification of BSO's paramedics shall be the responsibility of BSO.
4. 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 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.
2. BSO shall provide 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 multi-family 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.
4. When performing fire inspections for residential and commercial properties within the City with swimming pools owned and/or operated by community

associations or commercial entities, BSO shall inspect all such swimming pools and adjacent areas for compliance with the contact information signage requirements set forth in Section 126.14(E) of the City Code.

**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.
2. BSO shall provide a functional computerized fire rescue and emergency medical Records/Information Management System for the purpose of tracking incident information for CITY required reports and providing billing information for emergency medical calls for BSO's contracted billing agency.
3. BSO shall provide joint fire and emergency medical training with surrounding municipal departments in an effort to develop close working relationships with mutual/automatic aid providers. Such training should be designed as to reduce the risk of property damage, injury, or loss of life from fire or other emergency medical incidents.
4. BSO shall create and or maintain close working relationships with hospital districts.
5. BSO shall provide representation, either by the District Chief or his/her designee, at regularly scheduled Home Owners Association meetings when requested by the CITY.
6. BSO shall maintain throughout the term of this Agreement a Medical Director as required by Chapter 401, Florida Statutes, who shall act as the Medical Director for all BSO fire rescue service areas.

**INDIRECT SERVICES**

The CITY indirectly receives the benefit of the following services associated with fire rescue by virtue of this Agreement with BSO:

- 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 Logistics Services;
- t. Selection and Assessment;
- u. Staffing Office; and
- v. 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**

BSO's emergency medical and fire protection personnel shall be used to provide services at special events held within CITY.

BSO will provide special detail services for CITY sponsored events; however the District Chief, 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 District Chief'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 District Chief 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.

Any and all special details requested by the CITY shall be paid based upon the terms and conditions of the CITY's permit filed with BSO's Special Details Unit.

### **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.

**[END OF EXHIBIT "B"]**

## APPENDIX "A"

### Current NFPA Fire Response Performance Benchmark Guidelines

<b>FIRE RESPONSE 90<sup>th</sup> Percentile Times Benchmark</b>			<b>90<sup>th</sup> Percentile</b>
<b>Alarm Handling</b>	<b>Pick-up to Dispatch</b>	<b>Min</b>	<b>00:01:30</b>
<b>Turnout Time</b>	<b>Turnout Time 1<sup>st</sup> Unit</b>	<b>Min</b>	<b>00:01:20</b>
<b>Travel Time</b>	<b>First Unit</b>	<b>Min</b>	<b>00:04:00</b>
<b>Total Response Time includes Alarm Handling to First Unit Arrival on scene</b>	<b>First Unit</b>		<b>00:06:50</b>

- Alarm Handling benchmark reflects the current NFPA 1221 established standard
- Turnout Time benchmark reflects the current NFPA 1710 established standard
- Travel Time benchmark reflects the current NFPA 1710 established standard
- Total Response time is a combination of all current NFPA established standards
- Revisions determined by the National Fire Protection Association (NFPA) will be applied as they occur for BSOFR to remain current with established industry standards



## APPENDIX "B"

### Current NFPA EMS Response Performance Benchmark Guidelines

<b>EMS RESPONSE 90<sup>th</sup> Percentile Times Benchmark</b>			<b>90<sup>th</sup> Percentile</b>
<b>Alarm Handling</b>	<b>Pick-up to Dispatch</b>	<b>Min</b>	<b>00:01:30</b>
<b>Turnout Time</b>	<b>Turnout Time 1<sup>st</sup> Unit</b>	<b>Min</b>	<b>00:00:60</b>
<b>Travel Time</b>	<b>First Unit</b>	<b>Min</b>	<b>00:04:00</b>
<b>Total Response Time includes Alarm Handling to First Unit Arrival on scene</b>	<b>First Unit</b>		<b>00:06:30</b>

- Alarm Handling benchmark reflects the current NFPA 1221 established standard
- Turnout Time benchmark reflects the current NFPA 1710 established standard
- Travel Time benchmark reflects the current NFPA 1710 established standard
- Total Response time is a combination of all current NFPA established standards
- Revisions determined by the National Fire Protection Association (NFPA) will be applied as they occur for BSOFR to remain current with established industry standards