

**AGREEMENT FOR EMERGENCY MEDICAL, FIRE PROTECTION  
AND FIRE PREVENTION SERVICES**

THIS AGREEMENT FOR EMERGENCY MEDICAL, FIRE PROTECTION AND FIRE PREVENTION SERVICES, dated the 1<sup>st</sup> day of October, 2020, is made by and between the City of Dania Beach, Florida (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.

[THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

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

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

**BSO:**

BROWARD SHERIFF'S OFFICE

By:   
GREGORY TONY, Sheriff

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

By:   
Terrence Lynch, General Counsel

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



ATTEST:

Thomas Schneider  
THOMAS SCHNEIDER, City Clerk

Approved as to form and legality  
for the use of and reliance by the  
City of Dania Beach:

By: Thomas J. Ansburo  
THOMAS J. ANSBRO, City Attorney

**CITY OF DANIA BEACH**

By: Lori Lewellen  
LORI LEWELLEN, Mayor

13 day of Oct., 2020

By: Ana M. Garcia  
Ana M. Garcia, City Manager

**(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 Dania Beach
EFFECTIVE DATE:	October 1, 2020
TERM:	October 1, 2020 – September 30, 2025
RENEWAL OPTION:	Renewable for one, five year term upon the City and BSO agreeing to such renewal and the terms and conditions thereto.
VEHICLE STAFFING AND STRUCTURE:	<p><b><u>Fire Prevention Services:</u></b> The Fire Prevention Bureau will be located at 102 West Dania Beach Boulevard. The following staff will work on a forty (40) hour per week full-time basis.</p> <ol style="list-style-type: none"> <li>1. One (1) Captain, Lieutenant or Fire Prevention Officer certified by the State of Florida as a fire fighter and Fire Safety Inspector. Individual must also be certified by the Broward County Board of Rules and Appeals as a Fire Plans Examiner.</li> <li>2. Five (5) Fire Safety Inspectors certified by the State of Florida and the Broward County Board of Rules and Appeals as a fire fighter and Fire Safety Inspector.</li> <li>3. One (1) Administrative Assistant.</li> </ol> <p><b><u>Fire Station 1 Located at 116 West Dania Beach Blvd</u></b></p>

	<p>One (1) ALS Rescue Truck (Ambulance) – staffed with one (1) Officer and two (2) Firefighter/Paramedics</p> <p>One (1) ALS Engine / Aerial – Staffed with one (1) Officer, one (1) Driver Engineer and one (1) Firefighter/Paramedic.</p> <p><i>(Either the Driver Engineer or the Officer must be cross trained as a firefighter/paramedic with the resulting staffing being at least two cross trained personnel on the suppression apparatus.)</i></p> <p><b><u>Fire Station 17 located at 2308A SW 42<sup>nd</sup> Street</u></b></p> <p>One (1) ALS Rescue Truck – staffed with one (1) Officer and two (2) Firefighter/Paramedic</p> <p>One (1) ALS Engine / Aerial – Staffed with one (1) Officer, one (1) Driver Engineer and one (1) Firefighter/Paramedic.</p> <p><i>(Either the Driver Engineer or the Officer must be cross trained as a firefighter/paramedic with the resulting staffing being at least two cross trained personnel on the suppression apparatus.)</i></p> <p>BSO will provide the CITY with a District Fire Chief as described in Section 1 of Exhibit B of the Agreement.</p> <p>The CITY and BSO will continue to analyze appropriate data and provide recommendations for additional EMS and/or Suppression enhancements due to call volume and concurrency data.</p>
NOTICE CITY ADDRESS:	<p>Office of the City Manager City of Dania Beach 100 W. Dania Beach Boulevard Dania Beach, FL 33004</p> <p>Copy to: City Attorney City of Dania Beach 100 W. Dania Beach Blvd. Dania Beach, FL 33004</p>

CONSIDERATION Monthly Consideration for all General and City Specific Services	\$1,135,627.25

## 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 shall mean this Agreement for Emergency Medical, Fire Protection and Fire Prevention Services between the CITY and BSO, including all exhibits.
- b. 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 shall mean the duly elected or appointed and qualified Sheriff of Broward County, Florida.
- d. 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 shall mean the area within the municipal boundaries of the CITY.
- f. 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 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 shall mean the geographic area within the CITY Boundaries, and any additional geographic area to be serviced by the District employees based upon a mutual written agreement of the CITY and BSO.
- i. District Fire 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.
- j. District Fire Employees shall mean BSO employees regularly assigned to the District who possess the necessary qualifications and experience to provide

emergency medical, fire protection or fire prevention and support services, and all other BSO employees and all other Persons contracted by BSO, each of whom may, from time to time, provide Fire Rescue Services to the CITY.

- k. Effective Date 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 shall mean CITY-owned Fire/Rescue Stations, 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 shall mean the aggregate of all emergency medical, fire protection and fire prevention related services provided by BSO pursuant to this Agreement.
- n. 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 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 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 and consistent with NFPA 1710 standards.
- c. **Employment Standards.** BSO shall be responsible for setting employment standards (i.e. hiring, discipline, training) for District Fire Employees consistent with BSO agency standards. BSO is committed to providing the CITY with highly skilled emergency medical, fire protection and fire prevention personnel to provide Fire Rescue Services to the CITY.



- d. **Employment Responsibilities.** All District Fire Employees shall be and remain BSO employees, and such employees shall not be considered employees of the CITY for purposes of pension benefits, (those persons who were permitted to and did remain in the City of Dania Beach pension plan shall remain in the plan), insurance benefits, civil service benefits, compensation and/or any status or right. Accordingly, the CITY shall not be called upon to assume any liability (unless otherwise set forth herein) for direct payment of any salaries, wages, or other compensation, contributions to pension funds for active employees, insurance premiums, worker's compensation (Chapter 440, Florida Statutes), vacation or compensatory time, sick leave benefits or any other amenities of employment to any District Fire Employee whatsoever, arising out of BSO's employment of such Persons and such Persons' performance of the Fire Rescue Services. The CITY and BSO understand and acknowledge that all costs, including the employment related costs, are included in the consideration payable by the CITY to BSO in accordance with this Agreement.

BSO shall be responsible for the deduction and remission to the City or its agents of the employee contribution deducted biweekly by the BSO payroll process for those employees still in the City Pension plan. The CITY shall remain responsible for CITY contributions to the City Pension Plan.

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

1. Any claims, including workers compensation claims incurred prior to the date of the transition to BSO;
  2. The financial pension cost attributed to "past service" and the pension actuarial liability for the City Pension Plan which shall be paid directly by the CITY to the Pension Plan; and
  3. City shall bear the financial and actuarial responsibility for those participants in the City Pension Plan
- e. **Personnel.** BSO's Personnel assigned to the CITY shall only be utilized for appropriate fire and emergency medical services within the CITY, except as otherwise authorized in applicable automatic and mutual aid agreements. BSO shall not use District Facilities or District Employees to service any other contracts, clients or obligations of BSO, except as otherwise provided in this Agreement or approved by the City Manager.
- f. **Staffing Review and Modifications.** As part of the CITY's annual budgetary process, BSO shall evaluate the Staffing requirements for the CITY to determine if the current staffing level and composition adequately meets the City's goals and objectives. If BSO or the CITY believes the staffing requirements need to be adjusted, BSO shall provide staffing recommendations to the City Manager for review. If both parties agree to the recommended staffing changes, this Agreement shall be re-opened for negotiations regarding its terms and conditions as they relate to the staffing and this Agreement shall be modified through an amendment to this Agreement executed by both the CITY and BSO with the same formalities as contained herein, which shall reflect the agreed upon staffing

change(s) and the compensation will be adjusted accordingly. As the CITY adds rescue units based on additional development and call volume, the position of Battalion Chief will be added to the staffing structure to comply with NFPA 1710, BSO Accreditation and ISO standards.

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

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

- g. **Transfers – BSO's Rights.** BSO shall have the right to transfer or reassign any BSO personnel out of the District.
- h. **Transfers – City Rights.** 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 Fire Chief or Designee in writing setting forth the name of the employee, the employee's rank and the reason for the request (the "Transfer Request"). The Transfer Request must be approved in writing by BSO, however such approval shall not be unreasonably withheld. BSO shall notify the CITY in writing as to whether BSO approves of the Transfer Request within 5 business days of receipt of the Transfer Request. If BSO fails to notify the CITY within 15 business days of the Transfer Request, the Transfer Request shall be deemed approved. If BSO approves the Transfer Request, the employee shall be transferred out of the District as soon as reasonably possible but in no event more than 30 days after BSO approves the Transfer Request.
- i. **Transfers – Layoffs.** Notwithstanding anything herein to the contrary, transfers in and out of the District may result from employees exercising seniority rights pursuant to the collective bargaining agreement and in the event of layoffs at the Broward Sheriff's Office.
- j. **Replacements.** Any Personnel transferred or reassigned out of the CITY shall be replaced within thirty (30) days of the transfer. Notwithstanding any transfers or reassignments, BSO is still obligated to maintain the minimum staffing required under this Agreement at all times.
- k. **Staffing Continuity.** BSO shall make every reasonable effort to maintain the continuity of BSO emergency medical, fire protection and fire prevention

personnel assigned to the District, subject to the transfer provisions set forth herein.

- l. **Education.** The parties acknowledge the importance of the District Fire Employees' knowledge of the general make-up of the CITY and its geographic areas, its office, industrial, commercial, and residential composition 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 Liaison a copy of new ordinances for training purposes.
- m. **Deletions and Additions.** The CITY shall have the right to unilaterally delete services upon no less than one hundred eighty (180) calendar days prior written notice, and such deletions shall be memorialized in an amendment to this Agreement, and the compensation shall be adjusted accordingly based on actual cost of the service. If, in BSO's opinion, the requested deleted services (i.e. staffing levels) would negatively impact the safety of BSO's employees or the community, the parties shall collaborate to resolve the issue to their mutual satisfaction. The City may add services, as mutually agreed upon by both parties, and such additions shall be memorialized in an amendment to this Agreement, and the compensation shall be adjusted accordingly.

### 3. **ASSIGNMENT OF FIRE RESCUE POWERS**

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

Fire protection and prevention services are provided pursuant to the City's home rule powers and Applicable Law. The CITY does hereby vest in each of BSO's District Fire Employees, to the extent permitted by law, the powers necessary to implement and carry forth such Fire Rescue Services in accordance with this Agreement, for the sole and limited purpose of giving official and lawful status and validity to the performance thereof by such District Fire Employees.

### 4. **REPORTS**

In recognition of the CITY's need to be informed of BSO's activities, BSO's District Fire Chief shall, upon request, provide reports of BSO activities to the City Manager.

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

### 5. **RESPONSE TIMES**

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

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

## **6. CONSIDERATION**

- a. For the period from the Effective Date through the end of the September 30, 2021, the annualized consideration amount and the monthly payment amount for Fire Rescue Services shall be as set forth in the Special Terms and Conditions, payable on the 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, pension contributions, OPEB and VEBA 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, shall not be subject to the annual cap.
  2. BSO's budgeted costs for workers compensation premiums, pension contributions, OPEB, and VEBA contributions attributable to District Employees, which shall be based upon projected costs. The projected cost of these items shall be supported with documentation.
  3. BSO's budgeted costs for health insurance premiums for District Employees, which costs shall be the same for all BSO employees in the same benefit plan whether assigned to the District or not, not to exceed an annual increase of more than 9% over the budgeted costs throughout the agency. The projected costs of these items shall be supported with 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 15th. 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 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 15<sup>th</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, the budgeted cost of the vacant positions for the upcoming fiscal year shall be calculated based upon step five of Fire Employee positions within the same job classification.
  - 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. 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. 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.
  - g. 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"), and the CITY reasonably determines that the Eligible Agreement overall includes material terms related to the consideration payable 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 reopen the Agreement for negotiations based upon the consideration, however it is understood that the service level may need to be adjusted to account for any consideration shortfall resulting from the change to the consideration language in the other 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.
  - h. 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 station, 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; (e) After Hours Inspection Services.
- e. BSO shall cooperate with the CITY and, to the extent allowable by law, act as the fire and emergency medical agent on behalf of the CITY in the continued application, maintenance, and accounting of grants and entitlements as well as aggressively pursuing additional grant program funds as they become available. The CITY will make these funds available to the BSO to carry out the intent of the grant program as approved by the granting agency and the CITY. Except as otherwise set forth herein, it is understood by both parties that all revenues currently received by the CITY as a result of fire and emergency medical activities shall continue to be received by the CITY as previously mentioned herein or as may be added in the future.

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

- a. Each marked vehicle shall prominently display on the vehicle's exterior, the legend of the City name in three (3) to six (6) inch lettering, in accordance with the BSO standard vehicle markings. In the alternative, CITY may provide, at its expense, its own decal or appliqué for use on all BSO vehicles in the District, with three (3) to six (6) inch lettering with the legend the CITY's name or similar wording, in a color and font which is harmonious with BSO's standard lettering on

the remainder of the vehicle, along with the CITY's logo, which shall be of a size consistent with the lettering and which fits in the available space on vehicles. Installation and removal of any such wording and logo shall be at the CITY's expense. BSO maintains the right to first inspect and approve any such lettering and logo to insure that the font, color and size of the CITY's proposed lettering and logo meet the department's specifications and for compliance with professional standards. Said approval shall not otherwise be unreasonably withheld.

By means of and through the January 29, 2011 Agreement, CITY transferred ownership of the vehicles, equipment and other personal property listed on Attachment 1 of that Agreement (hereinafter referred to as the "Transferred Property"). The Transferred Property also includes vehicles purchased/leased directly by the CITY or through the consideration paid by CITY to BSO after 1/29/2011. BSO has used and shall continue to use the Transferred Property to provide the services contemplated herein. A list of such transferred or subleased vehicles shall be set forth on Attachment 1-A which shall be made a part of this agreement.

CITY and BSO recognize and acknowledge that the CITY acquired two (2) Ladder Trucks, which are each subject to a ten (10) year lease/purchase agreement. CITY subleased the Ladder Trucks to BSO. The lease payment shall be included in the consideration payable by the CITY to BSO pursuant to Section 6 of this Agreement. The CITY shall remain responsible for the payment of any and all obligations under the lease/purchase agreement between the CITY and Lessor. If this agreement is terminated or expires and the ten (10) year lease/purchase agreement remains in effect, the Ladder Trucks will be returned to the CITY. Upon fulfilling all of its obligations under the 10 year lease/purchase agreement, the CITY will transfer ownership of the two (2) Fire Trucks to BSO, at no additional cost to BSO, and BSO shall retain said ownership without any reversionary interest retained by the CITY.

Upon termination of this Agreement, BSO shall return to the CITY, without cost or charge to the CITY all of the Transferred Property in a like kind condition, normal wear and tear excepted, or a replacement which must be of a like quality, design and condition as the Transferred Property. Any disagreement between the CITY and BSO as to the value or condition of the Transferred property or any replacement property shall be settled by an outside appraisal company agreeable to both parties. Notwithstanding the provisions set forth herein, BSO shall retain ownership of the two (2) Ladder Trucks described in the preceding paragraph after the termination of this Agreement, provided the CITY has fulfilled all of its obligations under the 10 year lease/purchase agreement described above.

- b. **Capital Replacement.** The CITY and BSO will maintain a capital replacement schedule of vehicles and equipment necessary for BSO to provide emergency medical, fire protection and fire prevention services to the CITY. The vehicles and equipment shall be in accordance with BSO's required specifications. On an annual basis as part of the budgetary process, the District Fire Chief and the City

Manager will review and revise the capital replacement plan as necessary. In the event that unforeseen capital replacements are necessary (resulting from traffic accident, hurricanes, etc.) the District Fire Chief will notify the City Manager of the need for such capital replacement(s) and the CITY, at its cost, will work in cooperation with BSO to provide such replacement within a reasonable time thereafter, however, CITY has final approval on budgeting and purchase of the vehicles.

- c. **Damage to Vehicles.** In the event that a Vehicle or any equipment is damaged during the term of this Agreement, the District Fire Chief shall notify the City Manager. BSO shall facilitate the repair of all Vehicles or equipment damaged. The cost of any repairs will be charged to the CITY.
- f. **Maintenance.** BSO shall maintain the Vehicles provided by the CITY, according to the Vehicle manufacturer's specifications and recommendations. BSO shall retain the Vehicle maintenance records and furnish a copy of such records for each vehicle to the CITY on each anniversary date of this Agreement. The CITY shall have the right to audit such records at any given time. BSO shall use personnel appropriately trained and certified to work on emergency vehicles. Vehicles provided by the CITY shall be manufactured pursuant to BSO's required specifications, within reason and to the greatest extent possible. The cost of maintenance will be included in the total consideration payable by CITY.
- g. For BSO owned vehicles, assigned to the District, the lettering on the vehicles, in addition to "Broward Sheriff's Office" shall include City of Dania Beach. For CITY owned or leased vehicle, "Broward Sheriff's Office Fire Rescue" will be included in the lettering on the vehicles.
- h. BSO shall be responsible for equipping such Vehicles with regard to all necessary equipment, as determined by BSO, for emergency medical services and fire protection services, including communication devices, and shall be responsible for the maintenance of such equipment. BSO shall have the flexibility to move equipment between the Vehicles provided that all of the in-service Vehicles within the CITY are fully equipped with equipment that is in good working order. Once the equipment has reached the end of its useful life, BSO shall replace such equipment as agreed upon by both parties and such cost shall be added to the annual consideration paid by the CITY.

## 9. **FACILITIES**

- a. BSO shall operate from a Fire Headquarters provided by the CITY and such other City facilities for the purpose of providing the services pursuant to this agreement, notwithstanding anything set forth herein to the contrary. City shall retain all dominion and control of the Facilities and BSO shall obtain no possessory interest in the Facilities by virtue of this contract. BSO's only activities on or in the Facilities shall be those related fulfilling its contractual obligations as set forth herein. BSO shall occupy the Facilities and use the equipment and furnishing contained in the Facilities in connection with performing the Services within the District, at no additional cost to BSO.



- b. CITY 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. CITY 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.
- c. The CITY shall be responsible for major repairs (i.e. any repairs exceeding the threshold of funds set aside for routine maintenance) of the Facilities and property (i.e., to include but not limited to HVAC systems, electrical systems, roof systems door systems and storm damage to the facility and property). BSO further agrees not to destroy, deface, damage, impair, or remove any part of the Facilities. In the event BSO, it employees, agents, or invitees destroy, deface, damage, impair, or remove any part of the CITY's Facilities, BSO shall be responsible for repairing or replacing such property.
- d. Maintenance and repair services for the Facilities shall be supplied by the CITY. CITY agrees to keep the Facilities in good structural repair. CITY shall maintain and repair all "Structural Components" of the Facilities including, but not limited to, the roof, walls, foundations, sidewalks, floors, windows, ceilings, sprinkler systems, hot water systems, elevators, heating plants, air condition plants, plumbing and electrical systems and components. CITY further agrees to maintain in good repair the parking area and all exterior common areas. CITY shall also make any repairs necessitated by weather-related damage or hazards or by other causes not under BSO's control. CITY shall also make all repairs or changes which may be necessary to make the Facilities 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. The CITY shall complete any and all repairs that do not require bidding within thirty (30) days from the date the CITY receives BSO's written notice of the need for such repairs. Major repairs requiring analysis and preparation of bid documents will be accomplished as expeditiously as possible within ninety (90) days after receipt of the BSO's notice of the need for such repairs.
- e. BSO shall pay for all monthly utility costs including, but not limited to, telephone, electric, sewer and water for the facilities. The cost of utilities will be included in the annual consideration paid by CITY.
- f. BSO shall not permit unaccompanied minors in the Facilities. Fire Explorers are permitted where authorized by BSO.
- g. Each party will maintain insurance coverage, as it deems necessary, to cover such party's responsibilities as set forth in Agreement. The adequacy of such coverage shall not limit the party's responsibilities set forth herein.
- h. Upon the expiration or earlier termination of this Agreement, BSO shall surrender possession of the Facilities and all CITY-owned furnishing and CITY-owned equipment within the Facilities that are occupied by BSO to provide services within the CITY, to the CITY. The Facilities shall be broom clean and in the same

condition as received, except for ordinary wear and tear and: items and issues that are the responsibility of the CITY, which BSO was not otherwise obligated to remedy under any provisions of this Agreement.

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

**10. DISTRICT FIRE CHIEF**

At all times during the Term, BSO shall provide a District Fire Chief. The District Fire Rescue Chief shall meet and confer with the City Manager or his designee as needed, for the purpose of maintaining the viability and vitality of this Agreement.

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

**11. BATTALION CHIEF**

As the CITY adds rescue units based on additional development and call volume, the position of Battalion Chief will be added to the staffing structure to comply with NFPA 1710, BSO Accreditation and ISO standards.

**12. INSURANCE**

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

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

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

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

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

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

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

**13. MUTUAL AID**

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

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

**14. DEFAULT**

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

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

## 15. TERMINATION

- a. In the event of the expiration of this Agreement or the termination by either party, the other party shall render such aid, coordination and cooperation as might be required for an expeditious and efficient termination of service. In the event of such termination or expiration and in the further event that the CITY is unable to provide the same level of service through its own fire rescue force at the time of such termination or expiration, the then pending term of this Agreement shall be deemed automatically extended for a period of 12 months or until CITY is capable of rendering such Fire Rescue Services, whichever occurs sooner. The consideration to be paid to the BSO during the transition period shall be based upon the projected cost of providing such services during the transition period, at the level of staffing determined reasonably necessary by BSO.

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 one hundred eighty (180) days prior written notice of such termination. At the expiration of the one hundred eighty (180) day notice period, the transition period as set forth in this Section 15 shall commence.

- b. In the event of a material breach, either party may provide the other party with written notice of the material breach. The other party shall have thirty (30) days from the date of its receipt of such notification to cure such material breach, except for a material breach of any payment obligation under this Agreement in which case the other party shall have 10 days from the date of the receipt of the notice to cure the payment obligation breach. If the material breach is not cured within such time periods, the non-breaching party may terminate this Agreement immediately, subject to the transition period in this Section. Material breaches shall include but are not limited to, failure by the CITY to pay BSO pursuant to the consideration provisions set forth in the Special Terms and Conditions of this Agreement, violations of Governing Standards, local and federal laws, the BSO policies and procedures, or other terms and conditions of this Agreement.
- c. In the event of termination or upon the expiration of this Agreement, the CITY may request to purchase from BSO any piece of equipment, (not otherwise specified in Paragraph 8 of the Agreement) including fire rescue vehicles owned by BSO that are directly attributable to or in use by the District at the time of such termination or expiration in connection with the services contemplated herein. The purchase price for such equipment shall be determined by mutual agreement of the parties based on the fair market value of such equipment at the time of the CITY's election to purchase.
- d. Upon termination or expiration of this Agreement, all equipment and vehicles shall remain in service within the CITY until such time as the CITY and BSO execute such documents as are necessary to transfer liability for such vehicles and/or equipment, as applicable, from BSO to the CITY at the time the CITY takes possession of such vehicles and/or equipment.

Upon the parties reaching a mutual agreeable purchase price for the equipment owned by BSO pursuant to this Section, and payment by the CITY, BSO shall convey all of its rights, title and interest, thereto, including fire rescue vehicles, to the CITY by Bill of Sale Absolute or Certificate of Title, as applicable.

- e. Should this agreement, or any part thereof, be declared void or otherwise unenforceable by a court of law, the parties recognize that there will be costs in complying with any such order of the court. In such case, each party shall bear its own costs and said order of the court shall be deemed a notice of termination and the parties will implement the order in a manner consistent with the methodology set forth above for termination without cause, unless otherwise required by court order.

## **16. INDEMNIFICATION**

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

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

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

#### **17. CONTRACTOR RELATIONSHIP**

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

#### **18. NO PARTNERSHIP**

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

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

**19     REPRESENTATIONS AND WARRANTIES OF CITY**

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

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

**20.    REPRESENTATIONS AND WARRANTIES OF BSO**

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



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

## **21. INTERPRETATION**

Except where the context otherwise requires, reference to something in the singular shall include the plural and vice versa. Unless otherwise noted, reference to a party to

this Agreement includes that party, and its permitted successors and assigns. Lastly, the captions or headings in this Agreement are for convenience only, and are not meant to limit the scope or intent of the particular provisions.

**22. ACCOUNTING TERMS**

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

**23. CROSS REFERENCES**

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

**24. DRAFTING**

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

**25. NOTICE**

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

CITY:

See Special Terms and Conditions

BSO:

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

Office of the General Counsel  
Broward Sheriff's Office  
2601 W. Broward Boulevard  
Fort Lauderdale, FL 33312

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

**26. NON-ASSIGNABILITY**

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

**27. TIME OF THE ESSENCE**

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

**28. ENTIRE AGREEMENT**

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

**29. APPLICABLE LAW**

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

**30. WAIVER OF RIGHTS**

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

**31. SEPARABILITY**

Each and every covenant and agreement herein shall be separate and independent from any other and the breach of any covenant or agreement shall in no way or manner discharge or relieve the performance of any other covenant or agreement. Each and all of the rights and remedies given to the Non-Defaulting Party by this Agreement or by law or equity are cumulative, and the exercise of any such right or remedy by the Non-Defaulting Party shall not impair the Non-Defaulting Party's right to exercise any other right or remedy available to the Non-Defaulting Party under this Agreement or by law or equity.

**32. WAIVER**

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

**33. ATTORNEYS' FEES**

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

**34. DESCRIPTION OF SERVICES**

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

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

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

- a. Direct Services: are those services that are provided by the District Fire Employees.
- b. Indirect Services: are those BSO-provided Non-District Fire Employee services that are centralized within BSO, but provide benefits throughout Broward County (including the CITY).
- c. Special Detail Services: are those services offered by BSO that allows public and private entities to contract for the services of BSO's fire/rescue personnel during off-duty hours.
- d. Countywide Services: those services that are funded by Broward County as a countywide service and provided by BSO to any and all Broward County fire/rescue agencies (irrespective of whether they have an agreement with BSO) that requests such service.

Each of these services is detailed further below.

### 35. **DIRECT SERVICES**

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

#### a. **General Fire Rescue**

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

#### b. **Emergency Medical Services**

- 1. BSO shall provide emergency medical services to the CITY on a twenty-four (24) hour, seven (7) days per week basis during the term of this Agreement. BSO shall provide the personnel, and the CITY shall provide the apparatus, for emergency medical services in the manner set forth in Exhibit "A".
- 2. BSO possesses and shall maintain throughout the term of this Agreement a Class 1- ALS Rescue Certificate of Public Convenience and Necessity ("CON") and an appropriate State of Florida license enabling BSO to provide advanced life support services, as well as basic life support services, to patients upon arrival at emergency scenes requiring immediate emergency medical care.
- 3. BSO shall provide emergency medical transportation for all patients requiring transportation to an appropriate hospital emergency department. BSO shall transport patients to the nearest appropriate receiving facility in

accordance with adopted medical protocols and at the discretion of the attending paramedic.

4. Training and certification of BSO's paramedics shall be the responsibility of BSO.
5. BSO shall provide medical control and oversight through the use of a comprehensive continuous quality improvement program as outlined in Chapter 401, Fla. Stat.

**c. Fire Protection Services**

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

**d. Fire Prevention Services**

1. BSO shall provide fire prevention services ("Fire Prevention Services"), to include but not be limited to fire plan review, new construction and fire plan inspections, annual fire inspection, fire and arson investigation and enforcement of all applicable statutes and codes. BSO shall provide Fire Prevention Services to the CITY on a forty hour (40) five (5) days per week full-time basis and for Inspector call-out during the term of the Agreement, with the personnel specifically described in Exhibit A, Special Terms and Conditions.
2. BSO shall provide, as funded by the CITY, all vehicles, equipment and personnel to perform Fire Prevention Services, and shall provide personnel for full time use of the City for Fire Prevention Services in the manner set forth in Exhibit "A".



3. BSO shall strive to perform all annual inspections of multifamily residential and commercial properties required to be inspected in accordance with the Florida Fire Prevention Code and the Broward County Local Fire Code amendment. BSO shall achieve an annual inspection rate of 100% for all structures required to be inspected pursuant to Chapter 633, Fla. Stat. The CITY shall be responsible for the billing and collection of such services.

**e. Other Direct Services**

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

**36. 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".

### **37. SPECIAL DETAIL SERVICES FOR CITY EVENTS**

- a. BSO's emergency medical and fire protection personnel shall be used to provide services at special events held within CITY.
- b. BSO will provide special detail services for CITY sponsored events; however the District Fire Chief, or the corresponding Operations Section 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 or the corresponding Operations Section 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 Fire Chief or the corresponding Operations Section 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/or overtime and the CITY will be charged at BSO's special detail rates and/or overtime at the time of the event. BSO will provide the required level of services at no cost to the city for up to three (3) City-sponsored events per fiscal year. Any CITY sponsored events in excess of the three (3) aforementioned events will be charged to CITY at BSO's cost.
- c. Any and all special details requested by the CITY in excess of the above referenced three (3) City-sponsored events shall be paid based upon the terms and conditions of the CITY's permit.



- d. Special details for which fire rescue personnel must be dedicated or assigned to an event shall be worked out between BSO and the non-City sponsoring agency, and all costs for such detail shall be borne by the sponsoring agency and not the CITY.
- e. Special Detail Costs – CITY shall reimburse BSO only for the cost of additional labor if the equipment and fuel used are those covered by this Agreement.
- f. All special details that require fire/EMS in the CITY shall be provided by BSO.

### **38. 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.

**39. 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. It is recognized by the Parties that any decrease in staffing levels as provided in Exhibit "A" may have an effect on the viability of existing automatic aid agreements.

**40. 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.