



CITY OF DANIA BEACH FIRE RESCUE TRANSITION MEMORANDUM

TO: Robert Baldwin, City Manager

By: Colin Donnelly, Assistant Manager
Joe Fernandez, Fire Chief
Mark Bates, Finance Director

DATE: December 21, 2010

SUBJECT: Transition of Fire/Rescue Services to Broward Sheriff's Office

Summary:

The City Administration has been working over the course of the past 2 months to consider the transfer and transition of City Fire/Rescue services to the Broward Sheriff's Office (BSO). This consideration was requested and has been supported by members of the City's Fire Union. Through an exchange of much information and the aid of many meetings held with BSO and the Fire Union, the Administration has concluded the transfer and transition of Fire/Rescue Services to BSO is operationally and financially feasible. Positive fiscal impacts of this transition in the near-term (7-9 years) would provide necessary funding that can be applied to the City's existing Fire Pension liability. In the long-term, the transition's positive fiscal impacts will benefit the Citizens of Dania Beach.

Discussion:

The City's consideration for transfer of Fire/Rescue services was formulated around a few basic principles:

- City Fire/Rescue service levels would be maintained or enhanced,
- All parties (City, BSO, Union) should mutually benefit – and also ensure that one party's benefit does not place hardship, burden or cost on another party,
- All employees will be transferred to BSO at pay levels at least equal to current City pay,
- Promotional opportunities – required by the BSO Fire/Rescue service structure – would be achieved using current City staff where available and qualified,
- City Fire Union voted agreement about certain BSO transition matters – as outlined in a Letter of Understanding,
- The Fire/Rescue services through BSO will be financially neutral in the near-term and offer positive impacts to the City of Dania Beach in the long-term.

The following are major terms of the new agreement:

- 1) The period of this agreement is for five (5) years with the option to renew for three (3) additional five-year terms. The option to renew is with the agreement of both parties.
- 2) The staffing structure is for a total of 61 City personnel. This includes (9) Captains, (9) Lieutenants, (9) Driver/Engineers, (1) Fire Marshall (BSO Battalion Chief), (4) Fire Inspectors, (1) Fire Admin. Assistant, (27) Fire/Paramedics, (1) Fire/EMT. This reflects a total of twelve promotional positions planned for City staff in order to satisfy the supervisory structure of BSO. These promotional positions will be brought to Commission for approval in January after Fire Union approval of the LOU. Management of the City's fire operations will be performed by management staff from BSO Fire Rescue headquarters at no additional charge to the City. The option to add one (1) District Chief, one (1) Assistant Chief, and (1) Administrative/Clerical position is available at an additional cost of \$475,822.
- 3) The total BSO consideration for full 2010/2011 fiscal year is \$9,242,943. This level of consideration is based on the most current accurate projection of estimated costs but is subject to small changes pending employee selection of pension and health costs. The annual cost will be pro-rated and paid monthly by the City through the end of the current fiscal year on September 30, 2011. A revised annual rate for the following year will be developed based on actual BSO costs as outlined in the ILA. The annual consideration includes a payment back from BSO to the City of approximately \$206,000 toward annual loan repayments on the City's two new ladder trucks. The cost of the Sheriff's proposal, compared to the City's cost of fire operations at \$10,114,107 produces a projected initial **full year savings of \$871,164.**
- 4) Station Location and Maintenance. It is estimated that the City will save approximately \$1.5 million through the use of City Fire Station #94 for BSO police headquarters. Due to the age and condition of existing police administration space at City Hall, the City had been exploring the cost of acquiring property and constructing a new facility for BSO police operations. The Fire ILA provides for movement of Station #94 fire operations to an existing BSO facility located in Dania Beach – allowing the City's BSO police operations to operate from Fire Station #94 with minor renovations.
- 5) Pension. The City's Fire Pension unfunded actuarial accrued liability (UAAL) at 10/1/08 was approximately \$10.7 million. Merger of City fire operations into BSO will halt new enrollments into the City pension. This will cause the annual actuarial analysis of the City pension allocate the UAAL over the remaining working life of current employees. Since new employees will not be entering the plan – this shorter working life will accelerate (increase) City annual pension funding in the coming 8-10 years - until the liability is fully funded. Once the pension is fully funded, this will result in a substantial cost savings for the City over current pension costs.

- 6) Equipment/Debt. The City has recently purchased two new fire ladder trucks through the use of bank loan financing. The ILA calls for BSO to “lease” the equipment from our City by paying the equivalent of the annual debt service to Dania Beach over the current 10-year loan period – after which the equipment would be transferred to BSO. This allows the City’s existing bank loan to remain in place and unaffected by the City’s transition of fire rescue services to BSO. All other vehicles and equipment are owned by the City and will be transferred to, and maintained by, BSO under the provision of a “like-kind” replacement by BSO should the ILA ever be terminated.
- 7) Health / Medical Insurance. The ILA acknowledges that Dania Beach may request and obtain health / medical coverage (such as health, dental, vision) from the BSO provider(s). This will allow Dania Beach to more easily solicit and obtain annual coverage through “mirroring” the BSO plan benefits; thus providing an opportunity to move the City to a fully insured plan (fixed annual cost), rather than the City’s present self-insured program. It is possible that the City will realize cost savings from this fully insured choice but in any event, the choice presents no greater risk or cost to the City.

In addition to contract terms, there are projected internal savings/costs:

- 1) Administrative staff reductions. Contracting of fire rescue services will substantially reduce City cost by an estimated \$200,000 annually. These savings come from several areas including: 1) reduced labor costs associated with contract bargaining and grievances, 2) Human Resources time related to grievances, hiring, promotions, evaluations, and streamlined health care administration, and 3) Finance time related to fewer staff receiving City bi-weekly payroll.
- 2) Lower cost of General Liability and Vehicle Insurance. BSO will provide all insurance covering vehicles and service delivery. Therefore, the cost of City vehicle insurance, and general liability coverage will decrease substantially.
- 3) SAFR Grant Reimbursement. The ILA for fire services from BSO reflects the full cost to Dania Beach for all service and staff. According to the Fire Chief, the City’s SAFR grant with the Federal Government will continue to be honored with payments continuing to the City of Dania Beach. It is estimated that with a January implementation, the City will realize approximately \$700,000 in SAFR collections over the next 20 months – outside of the BSO budget savings noted above.
- 4) Excess Leave Balance Payouts. In anticipation of their transition to BSO, it is anticipated that many of the City’s fire staff will exercise their option to “buy down” accumulated vacation leave. This will result in a one-time, unbudgeted impact on the City’s Fire Department budget in the current year.

Commission Action:

Tonight's special meeting reflects the successful culmination of on-going City discussions with the Fire Union and BSO. As outlined above, the basic principals guiding our City in this process and evaluation have been achieved. The Administration's work on this matter with the Fire Union and BSO is reflected by two Resolutions for Commission consideration tonight:

1. Resolution approving the substance of a Letter Of Understanding (LOU) between the City and our Fire Union. This Resolution also gives the City Manager discretion and authority for making minor adjustments as may be necessary in the final document.

The LOU reflects specific transition understandings and agreements between the City and our Fire Union regarding the transition of City staff to the BSO. This LOU will be voted upon by the City Fire Union. Approval of the LOU by the City Fire Union is a required condition for implementation of the City's Interlocal Agreement with BSO for Fire/Rescue Services.

2. Resolution approving the substance of an Interlocal Agreement with Broward Sheriff's Office (BSO) for the provision of Fire/Rescue Services to the City of Dania Beach. This Resolution also gives the City Manager discretion and authority for making minor adjustments as may be necessary in the final document and authorizes the Manager to transfer title to equipment, leases, etc. used in City Fire/Rescue services to BSO.

The Interlocal Agreement reflects an array of necessary transition and operational details including the transfer of City staff, equipment, operational reporting and contractual fees to be paid by the City on the 1st of each month.

RESOLUTION NO. 2010-214

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING THE PROPER CITY OFFICIALS TO EXECUTE AN AGREEMENT ON BEHALF OF THE CITY OF DANIA BEACH WITH THE BROWARD COUNTY SHERIFF'S OFFICE ("BSO") FOR FIRE-RESCUE SERVICES; FURTHER, AUTHORIZING CITY OFFICIALS TO EXECUTE A VEHICLE LEASE AGREEMENT WITH THE BSO FOR TWO CITY FIREFIGHTING VEHICLES; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA:

Section 1. That that certain Agreement for Fire-Rescue Services between the City of Dania Beach and the Broward County Sheriff's Office, a copy of which is attached and made a part of this Resolution as Exhibit "A", is approved and the appropriate City officials are authorized to execute it. Additionally, the appropriate City officials are authorized to execute a vehicle Lease Agreement with BSO for two City firefighting vehicles (ladder trucks). City officials are authorized to execute all documents related to the transition.

Section 2. That the City Manager and City Attorney are authorized to make modifications to the terms of all documents related to the transition as are deemed necessary and proper for the best interests of the City.

Section 3. That all resolutions or parts of resolutions in conflict with this Resolution are repealed to the extent of such conflict.

Section 4. That this Resolution shall be in full force and take effect upon its passage and adoption.

PASSED AND ADOPTED on December 21, 2010.

ATTEST:

LOUISE STILSON, CMC
CITY CLERK

C. K. McELYEA
MAYOR-COMMISSIONER

APPROVED AS TO FORM AND CORRECTNESS:

THOMAS J. ANSBRO
CITY ATTORNEY

AGREEMENT FOR FIRE RESCUE SERVICES

THIS AGREEMENT FOR FIRE RESCUE AND EMERGENCY MEDICAL SERVICES, dated the [] day of [], 2010, is made by and between the CITY of Dania Beach, (hereinafter referred to as the "CITY") and the Broward Sheriff's Office (hereinafter referred to as "BSO")

W I T N E S S E T H:

WHEREAS, the CITY has heretofore maintained a high level of professional fire and emergency medical services for the benefit of the citizenry thereof, and

WHEREAS, the CITY is desirous of maintaining the high level of competent professional fire and emergency medical service in conjunction and harmony with its fiscal policies of sound, economical management, and

WHEREAS, the CITY is desirous of maintaining its Charter power but at the same time wishes to provide for daily fire and emergency medical services through contractual agreement, and

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

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

1. The above recitals are true and correct and incorporated herein by reference.
2. This Agreement is comprised of this document, the Special Terms and Conditions set forth in Exhibit A, which is attached and incorporated herein , the General Terms and Conditions that are set forth in Exhibit B, which is attached and incorporated herein and the Transition of Employees Terms and Conditions set forth in Exhibit C, which is attached and incorporated herein.
3. In the event there is a conflict between the General Terms and Conditions, Special Terms and Conditions, and the Transition of Employees Terms and Conditions, the documents shall be controlling in the following order:
 - a. Special Terms and Conditions
 - b. Transition of Employees Terms and Conditions
 - c. General Terms and Conditions

AGREEMENT FOR FIRE AND EMERGENCY MEDICALSERVICES BETWEEN THE CITY OF DANIA BEACH, FLORIDA AND THE BROWARD SHERIFF'S OFFICE

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

BSO:

BROWARD SHERIFF'S OFFICE

By: _____

AL LAMBERTI, Sheriff

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

By: _____

JUDITH LEVINE, General Counsel

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

CITY:

CITY OF DANIA BEACH

ATTEST:

LOUISE STILSON
CITY CLERK

(SEAL)

By: _____
C.K. McELYEA
MAYOR

Dated: _____

By: _____
Robert Baldwin
CITY MANAGER

Dated: _____

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

Tom Ansbro
CITY ATTORNEY

EXHIBIT A

SPECIAL TERMS AND CONDITIONS

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

CITY:	City of Dania Beach
EFFECTIVE DATE:	January 29, 2011, subject to the CITY and BSO executing Letters of Understanding with their respective Fire Unions in time to allow the BSO reasonable time, as determined in BSO's sole discretion, to properly transition the fire rescue services.
FIRST YEAR:	January 29, 2011 – September 30, 2011
TERM:	January 29, 2011 – September 30, 2015
RENEWAL OPTION:	Renewable for three (3), five (5) year terms upon mutual written agreement of the parties as to the terms and conditions agreed upon at such time.
STAFFING STRUCTURE:	<p><u>Fire Station 1</u></p> <p>One (1) ALS Rescue Truck – staffed with one (1) Officer and two (2) Firefighters/Paramedics</p> <p>One (1) ALS Engine Aerial – Staffed with one (1) Officer, one (1) Driver Engineer and one (1) Firefighter. (One (1) member must be a cross-trained firefighter/paramedic)</p> <p>Fire Prevention Services – the Fire Prevention Bureau will be located at 102 West Dania Beach Boulevard. The following staff will work on a forty (40) hour, five (5) days per week full-time basis. Also Inspector call-out during the term of the Agreement.</p> <p>1. One (1) Fire Officer certified by the State of Florida and Broward County as a Fire Safety Inspector and one (1) Administrative Assistant.</p>

	<p>2. Four (4) Firefighters certified by the State of Florida and Broward County as a Fire Safety Inspector.</p> <p><u>Fire Station 93, subject to relocation</u></p> <p>One (1) ALS Rescue Truck – staffed with one (1) Officer and two (2) Firefighters/Paramedics</p> <p>One (1) ALS Engine Aerial – Staffed with one (1) Officer, one (1) Driver Engineer and one (1) Firefighter. (One (1) member must be a cross-trained firefighter/paramedic)</p> <p>BSO will provide the CITY with a District Fire Rescue Liaison as described in Section 1 of Exhibit B.</p>
<p>CONSIDERATION: First Year Annualized</p> <p>Monthly Consideration</p>	<p>NOTE: NEED CONSIDERATION NUMBERS</p>
<p>STATION ADDRESSES:</p>	<p>Fire Station 1 116 West Dania Beach Boulevard Dania Beach, FL</p> <p>Fire Station 93 Any additional stations as mutually agreed to by City and BSO</p>
<p>NOTICE CITY ADDRESS: :</p>	<p>100 W. Dania Beach Boulevard, Dania Beach, FL 33004</p>

EXHIBIT B

FIRE AND EMERGENCY MEDICAL 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 Fire and Emergency Medical Services between the CITY and BSO, including all exhibits.
- b. Applicable Laws. "Applicable Laws" shall mean all provisions of constitutions, statutes, laws, rules, ordinances, regulations, charters and orders of governmental bodies or regulatory agencies applicable to the subject matter.
- c. BSO. "BSO" shall mean the duly elected and qualified Sheriff of Broward County, Florida.
- d. CITY. "CITY" shall mean the City that has contracted with BSO for Fire and Emergency Medical 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 Services performed by BSO, as set forth herein.
- h. District. "District" shall mean the geographic area within the City Boundaries. In the event the City annexes additional geographic areas, BSO and the CITY will renegotiate the staffing levels, consideration, and any other terms and conditions impacted by the annexation.
- i. District Fire Employees. "District Fire Employees" shall mean BSO employees permanently assigned to the District who possess the necessary qualifications and experience to provide fire and emergency medical and support services, and all other BSO employees and all other Persons contracted by BSO, each of whom will, from time to time, provide fire and emergency medical services to the CITY.

- j. District Fire Rescue Liaison shall be the BSO representative appointed by BSO's Director of Fire Rescue to serve as the 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 Dania Beach 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 and emergency medical services. The Facilities are listed in the Special Terms and Conditions of this Agreement.
- m. Fire and Emergency Medical Services. "Fire and Emergency Medical Services" shall mean the aggregate of all fire and emergency medical 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.
- q. Transitioned Employees shall mean each of the fire/rescue employees who (i) provided fire/rescue related services for the CITY or provided services for the CITY under the City's Fire/Rescue Department, (ii) are listed on Attachment 1 and (iii) are retained by BSO after the Effective Date.

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 to the CITY a minimum number of personnel per apparatus 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 fire and emergency medical personnel to provide fire and emergency medical 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, except as otherwise provided herein. Accordingly, the CITY shall not be called upon to assume any liability for or direct payment of any salaries, wages, or other compensation, contributions to pension funds, including City Plan contributions for those employees that elected to remain in the City Plan, insurance premiums, workmen'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 Services, except as otherwise provided herein. 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. Notwithstanding anything to the contrary contained herein, CITY shall continue to be responsible for any claims attributed to employees previously employed by the CITY and included in Attachment 2 for causes of action incurred during the time the employees were previously employed by the CITY.
- 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 CITY believes the staffing requirements need to be adjusted, BSO will provide and consider staffing recommendations with 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 the Agreement shall be modified accordingly through an amendment executed by both the CITY and BSO with the same formalities as contained herein.

In addition to the annual review, the District Fire Rescue Liaison shall have the right to request staffing adjustment at any time during the year. Upon making such request to the City Manager, the District Fire Rescue Liaison and City Manager will meet and discuss the need for such adjustment. If the City Manager and District Fire Rescue Liaison 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 proceed pursuant to the dispute resolution procedures set forth herein.

- f. **Transfers – BSO's Rights.** BSO shall have the right, with notice to the City Manager, to transfer or reassign any personnel out of the CITY upon providing the City Manager with written notice of such transfer or reassignment. Except for transfers of personnel out of the CITY resulting from BSO's semi-annual station bidding process, layoff process and the exercise of any other employee rights as set forth in BSO's collective bargaining agreement, , the City Manager must, concur prior to any transfer of personnel out of the CITY, which concurrence shall not be unreasonably withheld.
- g. **Transfers – City Right.** The City Manager shall have the right to request the transfer of District Fire Employees out of the CITY, which shall not be arbitrary or capricious. The request must be sent to the District Fire Rescue Liaison in writing setting forth the name of the employee, employee's rank and the reason for the request. The request

must be approved in writing by BSO, however such approval shall not be unreasonably withheld. If BSO approves the request, the employee will be transferred out of the District as soon as reasonably possible, which will be based upon many factors including, but not limited to, BSO having a vacant position elsewhere within the agency to place the transferred employee that matches the qualifications of the employee and the requirements of the position.

- 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 in the event of layoffs at the Broward Sheriff's Office.
- i. **Replacements.** If a District Fire Employee is transferred out of the District, a replacement must be approved by the City Manager prior to the transfer of the Employee out of the District. The CITY understands and acknowledges that the transferred District Fire Employee may be transferred out of the District prior to the replacement commencing services within the District, provided the replacement has been approved by the City Manager and the replacement commences services within a reasonable period of time, not to exceed thirty (30) days. The approval of the City Manager shall not be unreasonably withheld.
- j. **Staffing Continuity.** The CITY and BSO recognize the importance of combining the efforts and resources of BSO, the CITY and community members in order to have a positive impact on the CITY. In furtherance of such objective, BSO will make every reasonable effort to maintain the continuity of BSO fire and emergency medical 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 industrial, business, and residential composition and its City 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, industrial, business, City's Code of Ordinances and residential composition. Upon enactment, the CITY shall forward to the District Fire Rescue Liaison a copy of new ordinances for training purposes.

3. ASSIGNMENT OF FIRE RESCUE POWERS

The CITY current has a Certificate of Need ("CON") to provide Emergency Medical Services and fire services are provided through the CITY Charter. The CITY does hereby vest in each of the fire rescue personnel who, from time to time, may be assigned to perform fire rescue services in the District, to the extent allowed by law, the powers necessary to implement and carry forth such fire rescue services, for the sole and limited purpose of giving official and lawful status and validity to the performance thereof by such fire rescue personnel.

4. **QUARTERLY GOALS AND OBJECTIVES**

On a quarterly basis (on or about October 1st and January 1st, April 1st and July 1st) or as requested by the City Manager, the District Fire Rescue Liaison shall meet with the City Manager to discuss fire and emergency medical activities within the City occurring during the previous three (3) month period. At such meeting, the District Fire Rescue Liaison will present the City Manager with information regarding the following:

- a. Calls for service by time of day, geographic location, date and type of call;
- b. Staffing and Transfers;
- c. Response time reports, trends and other information that is relevant to BSO's
- d. performance;
- e. Citizen complaints and their status / disposition;
- f. Grant Review;
- g. BSO's Year-To-Date Budget Versus Actual Cost - Line Item Report, which will include, but not necessarily be limited to, the budgeted amount, expenditures, encumbrances and remaining balance for each line item within the budget. The City Manager may reasonably request documentation necessary to substantiate any of the costs included on such Report;. and
- h. Any additional information requested by the City Manager.

Based upon the information presented by the District Fire Rescue Liaison to the City Manager, the District Fire Rescue Liaison, in concert with BSO command, and the City Manager will review the fire and emergency medical goals and objectives of the CITY, the staffing requirements to meet the goals and objectives and the general strategies to achieve such goals and objectives. Said goals and objectives will strive to staisfy the standards set forth by NFPA 1710, *Standard for the Organization and Deployment of Fire Supresion and Emergency Medical Operations*, as it relates to emergency services deployment and response metrics for the City. Specific demonstrative examples of NFPA 1710 benchmarks of significance include but are not limited to: 1) The arrival of four personnel on a fire scene within five minutes, 90% of the time., 2) The arrival of 14 or 15 personnel at a Full Alarm Assignment within 9 minutes, 90% of the time. The entirety of NFPA 1710 shall be used for the purposes of planning, discussion and reporting of goals and objectives between the City Manager and the BSO District Fire Rescue Liason. Thereafter, BSO will develop and implement operational initiatives to further such goals and objectives.

5. **REPORTS**

In recognition of the CITY's need to be informed of BSO's activities, BSO's District Fire Rescue Liaison and the City Manager will develop a mutually agreed upon reporting format(s) and reporting period(s), whereby BSO will report its activities to the City Manager. 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).

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

6. **CONSIDERATION**

- a. For the period from the Effective Date through the end of the First Fiscal Year, as defined in the Special Terms and Conditions, the annualized consideration amount and the monthly payment amount for fire and emergency medical services shall be as set forth in the Special Terms and Conditions, payable on the 1st of each month.
- b. For fiscal year beyond the First Fiscal Year, BSO will submit a proposed budget to the CITY on or before the preceding May 1st. The budget will have a summary of major classifications (Personnel Services, Operating Expenses, Capital Outlay, etc.), an estimated average cost per staffing category and any overhead costs that are being considered. The CITY and BSO will negotiate in good faith any adjustments to the Consideration. If the CITY and BSO are unable to reach an agreement regarding the consideration on or before May 31st, either the CITY or BSO may proceed pursuant to the dispute resolution procedures set forth in Section " "of these General Terms and Conditions. The parties recognize and acknowledge that time is of the essence in resolving this issue. Therefore, the parties agree that final resolution must be reached on or before June 30th.
- c. 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
- d. 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.
- e. In the event BSO subsequently enters into an agreement for fire and emergency medical services with another municipality in which the terms and conditions related to the Consideration are more favorable to the CITY than those set forth herein, BSO will provide the CITY with written notice of such agreement. Within ninety (90) calendar days after the CITY's receipt of BSO written notice, the CITY may request that the terms and conditions related to the consideration payable under this Agreement be re-opened to negotiations based upon the consideration terms and conditions set forth in the other agreement; however it is understood and agreed that the service level may need to be adjusted to account for any consideration shortfall resulting from the initial transition to the consideration language of the other agreement. The mutually agreed upon revised terms and conditions must be formalized in an amendment to this Agreement executed by the CITY and BSO.
- f. The CITY and BSO understand and acknowledge that the funding for E-911 communications/dispatch services is at risk of being cut by Broward County. BSO and the CITY understand and acknowledge that BSO's obligation to provide E-911communications/dispatch services for the CITY is contingent upon funding for such services.
- g. 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.
- h. Upon the occurrence of any of these events, the CITY and BSO will execute an amendment to this Agreement in a timely manner, as necessary to formally address any modifications to the parties' respective obligations hereunder; however the lack of a fully executed amendment will not change the effective date of such modifications, which will occur on the date funding ceases.

- i. BSO will provide the City with detailed quarterly reports (indicating budget amounts, year to date expenditures, variances, etc.), no later than twenty (20) days after the end of each quarter.

7. FEES AND GRANTS

The parties acknowledge and agree to the following:

- a. BSO shall invoice the recipient of ALS/BLS transport services within thirty (30) calendar days from the date services were rendered in accordance with the fee schedule adopted by the CITY. BSO will return to the CITY all emergency medical services transport fees collected by BSO for services provided pursuant to this Agreement 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, including but limited to, fire inspections, plan review, false alarm fees. The fees and charges for providing said services shall be in accordance with the schedule of fees and charges as adopted by the CITY.
- c. BSO may invoice, collect, and retain all revenues from those companies or persons directly receiving hazardous materials mitigation services or technical rescue services.
- d. BSO shall be entitled to retain fees for: (a) non-CITY sponsored events (b) Emergency Medical Services Standby Services; (c) Fire Protection Standby Services; (d) Fire Prevention Standby Services; (e) Non-CITY Special Event Permits; and (f) After Hour 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 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 as previously mentioned herein or as may be added in the future. This shall include, but not be limited to, towing fees per the CITY'S current agreement.

8. VEHICLES, EQUIPMENT AND OTHER PERSONAL PROPERTY

- a. Transferred Vehicles, Equipment and Other Personal Property

On or before the Effective Date, the CITY shall transfer ownership of the vehicles, equipment and other personal property listed in Attachment 3 which is attached and incorporated herein (hereinafter referred to as the "Transferred Property"). BSO shall use the Transferred Property to provide the services contemplated herein. The CITY represents to BSO that the CITY has good and marketable title to the Transferred

Property, which is free and clear of any and all debts, loans, liens and encumbrances, except as provided in the next paragraph.

The CITY and BSO recognize and acknowledge that the CITY recently acquired two (2) Ladder Trucks, which are each subject to a ten (10) year lease/purchase agreement. Upon the Lessor's written approval of the CITY subleasing the Ladder Trucks to BSO, the CITY and BSO will enter into a sublease agreement whereby BSO will lease the two (2) Ladder Trucks from the CITY for two hundred six thousand five hundred forty one dollars (\$206,541.00) per year for the lesser of the term of this Agreement and any renewal(s) thereof or the term of the CITY's 10 year lease/purchase agreement described above. The CITY shall remain responsible for the payment of any and all obligations under the lease/purchase agreement between the CITY and the Lessor. Upon the expiration or the termination of this Agreement or any renewal thereof, the Ladder Trucks will be returned to the CITY in the same condition that BSO received them from the CITY, reasonable wear and tear excepted. 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) Fire 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. The initial schedule is attached as Attachment 4 and incorporated herein. On an annual basis as part of the budgetary process, the District Fire Rescue Liaison and the City Manager will review and revise the capital replacement plan as necessary. In the event that unforeseen capital replacements are necessary, the District Fire Rescue Liaison 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.

c. Damage to Vehicles

In the event that a vehicle or any equipment is damaged during the term of this Agreement, the District Fire Rescue Liaison 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 will maintain all vehicles and equipment in accordance with the manufacturer's specifications and recommendations. BSO shall retain maintenance records and furnish a copy of such records to the CITY upon request of the City Manager. BSO shall use personnel appropriately trained and certified to work on emergency vehicles. All response vehicles must be manufactured pursuant to BSO's required specifications.

9. FACILITIES

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

The 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. The CITY will be responsible for the maintenance and capital replacement of all such furnishings, cabling, security systems, communications systems, alert devices/systems and facility related equipment.

BSO shall occupy the Facilities and use the furnishings and equipment contained in the Facilities in connection with performing the Services within the District, 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 consideration payable by the CITY to BSO includes a line item budgeted amount for repairs and maintenance to the Facilities. The CITY and BSO understand and acknowledge that this budgeted amount is intended to allow BSO to make minor repairs and maintenance to the Facilities. The City Manager and District Fire Liaison will work in cooperation and in good faith with each other to determine which expenditures will be paid by BSO from this budgeted amount, but in no event shall BSO's aggregate cost for repairs and maintenance in any fiscal year exceed the BSO line item budgeted amount. The CITY shall be responsible for the maintenance and repair of the Facilities and any costs thereto in excess of the BSO line item budgeted amount, unless the need for such repair(s) is caused by BSO, its employees, agents, or invitees destroying, defacing, damaging, impairing, or removing any part of the Facilities or by the negligence of BSO, in which case BSO shall be responsible for such cost.

Except as otherwise set forth in the preceding provision, the CITY shall maintain the Facilities in good repair and condition, with such condition being no less than the condition in which the City maintains its other facilities. The CITY's responsibility for repairs and maintenance shall include all maintenance, repairs, capital expenditure/replacements to 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. Furthermore, the CITY shall maintain in good repair the parking area and all exterior common areas of Facilities. CITY shall also make any repairs necessitated by weather-related damage or

hazards or by other causes not under BSO's control for the Facilities. CITY shall also make all repairs or changes which may be necessary to make 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 and capital expenditures/replacements 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 and/or capital expenditures/replacements. If bidding is required, the CITY will complete as expeditiously as possible but in no event beyond ninety (90) days after receipt of the BSO's notice of the need for such repairs and/or capital expenditure/replacements. Emergencies shall be handled using emergency procurement procedures.

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 and other costs to BSO 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 herein.

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.

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 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 under any provisions of this Agreement.

10. DISTRICT FIRE RESCUE LIAISON

At all times during the Term, BSO shall provide a District Fire Rescue Liaison. The District Fire Rescue Liaison 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 Liaison 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 Liaison is essential to maintain the viability and vitality of this Agreement, but also recognize that the District Fire Rescue Liaison may occasionally be unavailable, due to illness, scheduled vacation or scheduled training. In the event the District Fire Rescue Liaison is unable to attend a meeting described herein, the District Fire Rescue Liaison will advise the City Manager of the person(s) authorized to attend in place of the District Fire Rescue Liaison.

11. MUTUAL AID

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

BSO may develop mutual aid agreements with 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.

12. INSURANCE

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

General Liability	\$1,000,000/\$1,000,000.00
Automobile Liability	\$1,000,000/\$1,000,000.00

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 the BSO in the event of claims related to the Facilities or damage/destruction of the Facilities utilized by the BSO under this Agreement.

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; or
 - 2. Performance of Services. Failure of BSO to perform the 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 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 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. Either party may terminate this Service Agreement at its discretion either with or without cause, by giving written notice thereof to the other party; provided the other party has no less than ninety (90) days prior written notice of such termination. At the expiration of the ninety (90) day notice period as described in the preceding provision, the transition period as set forth in subsection (C) of this Section 15 shall commence.

In the event the CITY terminates this Agreement, the City shall hire back the Transitioned Employees still employed with BSO at no less than the rate of pay and benefits in place at the time the Transitioned Employees left the employment of the CITY. Furthermore, the CITY shall make BSO whole by reimbursing BSO for any costs and expenses incurred by BSO in excess of the consideration paid by the CITY to BSO pursuant to this Agreement.

- 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. If the material breach is not cured within that time period, the non-breaching party may terminate this Contract immediately. 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 or federal laws, the BSO policies and procedures, or the terms and conditions of this Agreement.
- c. 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 such event, BSO and CITY shall cooperate in good faith in order to effectuate a smooth and harmonious transition from BSO to a City fire and emergency medical department and to maintain during such period of transition the same high quality of fire and emergency medical protection otherwise afforded to the residents of the CITY pursuant to the terms hereof. In the event the CITY is transitioning to its own fire and emergency medical department as a result of the termination or expiration of this Agreement, the CITY shall have the right to extend the agreement for up to twenty-four (24) months from the effective date of the termination or the expiration date, whichever is applicable. CITY will pay BSO for the costs incurred by BSO during the transition period at the level of staffing determined necessary by BSO. The cost for these services will be negotiated by the City and BSO in a manner consistent with the terms of this Agreement.
- d. Termination for Lack of Funds. In the event the funds to finance this Agreement become unavailable or are not allocated by Broward County, Board of County Commissioners, BSO may provide CITY with thirty (30) calendar days written notice of termination. At the expiration of the thirty (30) day notice period as described in the preceding provision, the transition period as set forth in the subsection © of this Section 15 shall commence. Nothing in this Agreement shall be deemed or construed to prevent the parties from negotiating a new Agreement in this event.
- e. Equipment and Vehicles. Upon the expiration or earlier termination of this Agreement, like-kind equipment and vehicles (age, condition, functionality) of the Transferred Property will be transferred back to the CITY pursuant to the provisions set forth in Section 8. Additionally, the CITY may elect to purchase any other vehicles and equipment used by BSO to provide fire and emergency medical services to the CITY pursuant to this Agreement. The purchase price of the vehicles and equipment shall be the fair market value of such vehicles and equipment on the date during the transition that the CITY elects to purchase the vehicles and equipment from BSO, which shall be determined by an appraiser mutually agreed upon between the CITY and BSO.

16. INDEMNIFICATION

- a. BSO'S Obligations. To the extent permitted by law, BSO shall indemnify the CITY, its officials, agents, servants and employees from any and all manner of action and actions, cause and causes of action, suits, trespasses, damages, judgments, executions, claims and demands of any kind whatsoever, in law or in equity, which may result from or arise out of the negligent acts or omissions of BSO's employees or agents while acting within the scope of their employment. This covenant and agreement of BSO shall survive the expiration or earlier termination of this Agreement.
- b. CITY'S Obligations. To the extent permitted by law, the CITY will indemnify and save harmless BSO of and from any and all fines, suits, claims, demands, penalties, losses and actions (including attorney's fees) for any injury to persons or damage to or loss of property caused by the negligence or willful misconduct of the CITY or its agents, employees or contractors or when directly resulting from the CITY's breach of this Agreement. This covenant and agreement of the CITY shall survive the expiration or earlier termination of this Agreement.
- c. No Duty of Indemnification. Notwithstanding anything to the contrary contained herein, neither party (the "Indemnifying Party") shall have a duty to hold harmless or indemnify the other (the "Indemnified Party") from liability, suits, cause and causes of action, trespasses, damages, judgments, executions, claims and demands of any kind whatsoever, in law or equity, which may result from or arise out of the intentional or negligent acts of the Indemnified Party or its employees, agents or contractors.
- d. SOVEREIGN IMMUNITY. BSO and the CITY 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. DISPUTE RESOLUTION

- a. If the parties have any disagreement, dispute, breach or claim of breach, non-performance, or repudiation arising from, related to or in connection with this Agreement, including but not limited to either party's failure or alleged failure to comply with any of the provisions of this Agreement (the "Dispute"), the parties will follow the dispute resolution procedures set forth in this Section 17, it being agreed that for purposes of this Article, any reference to a particular representative of a party will also be deemed to include such particular representative's duly authorized successor or designee and such other persons as each party deems appropriate.
- b. A party will provide written notice to the other party of a Dispute. Within five (5) business days of the giving of such notice of a Dispute, the District Fire Rescue Liaison or designee and the City Manager will conduct a meeting to attempt to resolve the matter.
- c. If the District Fire Rescue Liaison or designee and the City Manager are unable to reach resolution at the meeting prescribed in Section 17(b) above, then within five (5) business days after such meeting, the Department of Fire and Emergency Medical Services, Executive Director or designee and the City Manager will meet and attempt to resolve the matter.
- d. If the Department of Fire and Emergency Medical Services, Executive Director or designee and the City Manager are unable to reach resolution at the meeting prescribed in subsection (c) of this Section 17 above, then within five (5) business days after the meeting or as otherwise agreed, the Sheriff and the City Mayor will meet and attempt to

resolve all pending matters in dispute. The parties acknowledge that any agreement reached under this subsection may require subsequent approval by the City Commission and the Sheriff.

- e. Each party will bear its own expenses and attorneys fees (if any) in connection with the dispute resolution procedure provided above.
- f. If the parties are unable to resolve the Dispute after following the procedures set forth in this Section 17, then, subject to the limitations otherwise provided for in this Agreement, the parties are entitled to pursue all their remedies at law and in equity, and may engage in other dispute resolution procedure such as mediation and/or arbitration upon agreement of the parties.

18. CONTRACTOR RELATIONSHIP

CITY hereby retains BSO as an independent contractor to provide Fire and Emergency Medical 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 and Emergency Medical Services will 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.

BSO acknowledges that the CITY may seek to obtain health insurance coverage from BSO's current health care provider, or any other future health care provider, on an annual basis. BSO will provide its coverage information to the CITY for benchmarking purposes. Coverage may be identical to BSO's plan, however cost to the CITY would be based upon the CITY's census and have no impact on BSO's costs.

19. 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.

20. 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 will remain duly organized, validly existing and in good standing under the laws of the State of Florida, has and will 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) violate or conflict with any charter or other document governing the actions of CITY, or (d) require 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.

21. 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 will 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

- d. BSO has complied and will comply with all Applicable Laws relating to the performance of the 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. 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. Disputes will be handled in accordance with the Dispute Resolution procedures set forth in Section 16 herein.

22. 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.

23. 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.

24. 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.

25. 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.

26. 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 telex or telecopy 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 telex or telecopy 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 parties.

27. 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.

28. 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.

29. 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.

Any separate written agreement reached between the CITY and BSO unrelated to the fire/rescue services provided within the City's boundaries pursuant to this Agreement shall be independent of the terms and condition of this Agreement. This Agreement may not be modified unless through a formal amendment specifically identifying this Agreement and executed with the same formalities as set forth herein.

30. 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.

31. 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.

32. 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.

33. 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.

34. FORCE MAJEURE

If the performance of any covenant, agreement, obligation or undertaking (exclusive of payment or monetary obligations of either party hereunder) required hereunder is delayed, hindered or prevented by reason of strikes, lock-outs, labor troubles, wars, civil commotions, Acts of God, governmental restrictions or regulations or interferences, fires or other casualty, the performance of such covenant, agreement, obligation or undertaking shall be excused and extended and shall not be a Default for the period of such delay, hindrance or prevention.

35. 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 costs and attorney's fees (both trial and appellate) incurred in connection therewith.

36. DESCRIPTION OF SERVICES

Those 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 law enforcement 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 Staff.
- b. Indirect Services – are those BSO-provided Non-District Staff services that are centralized within BSO, but provide benefits throughout BSO (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 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 the BSO pursuant to this Agreement are as follows:

a. **Emergency Medical Services**

1. The BSO will 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 through the through the use of apparatus and personnel set forth in Exhibit A, Special terms and Conditions.
2. The BSO possesses and shall maintain throughout the term of this Agreement a Class I-ALS Rescue Certificate of Public Convenience and Necessity ("CON") and an appropriate State of Florida license enabling the 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. The BSO shall provide the personnel to staff each of the ALS Rescue Truck as follows:
 - One (1) company officer (lieutenant or captain)
 - Two (2) firefighters
(Both members will be cross-trained firefighter/paramedics.)
4. The BSO shall provide emergency medical transportation for all patients requiring transportation to an appropriate hospital emergency department. The BSO shall transport patients to the nearest appropriate receiving facility in accordance with adopted medical protocols and at the discretion of the paramedic.
5. Training and certification of the BSO's paramedics shall be the responsibility of the BSO.

The BSO shall provide medical control and oversight through the use of a comprehensive continuous quality improvement program as outlined in FS 401.

b. **Fire Protection Services**

1. The BSO will 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 through the use of apparatus and personnel set forth in Exhibit A, Special terms and Conditions

2. Training and certification of the BSO's firefighters shall be the responsibility of the BSO.
3. The 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.
4. The 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.

c. **Fire Prevention Services**

1. The BSO will provide fire prevention services ("Fire Prevention Services"), to include but not be limited to fire plan review, new construction inspections, annual fire inspection, fire and arson investigation and enforcement of all applicable statutes and codes. The BSO will provide Fire Prevention Services to the CITY with the personnel specifically described in Exhibit A, Special Terms and Conditions.
2. The BSO shall provide, as funded by the CITY, all vehicles, equipment and personnel to perform Fire Prevention Services.
3. The 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. The CITY shall be responsible for the billing and collection of such services.

d. **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 Rescue Liaison, or his/her designee at regularly scheduled Home Owners Association meetings when requested.

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's 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 (i.e. Battalion Chief will respond to City as necessary for adequate supervision);
- b) Budget;
- c) Central Supply;
- d) Compensation and Assessment;
- e) Employee Assistance Program;
- f) Employee Benefits;
- g) Enterprise Technology Division;
- h) Equal Employment Opportunity Division;
- i) External Affairs (Media Relations and Public Relations);
- j) Finance;
- k) Fleet Control;
- l) Grants Management;
- m) Human Resources;
- n) Legal;
- 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 determined by BSO;

The cost of indirect services are allocated to this Agreement in accordance with BSO's designated Cost Allocation Plan and included in the consideration set forth in Article 14 herein. In the event the CITY objects to the Cost Allocation Plan and/or any amendments thereto, the CITY may seek resolution of its objection through the Dispute Resolution process set forth in Article 17.

SPECIAL DETAIL SERVICES

BSO shall provide special detail services for special event activities occurring within the CITY in accordance with BSO's Policies and Procedures. BSO shall cooperate with the CITY and follow CITY procedures in the permitting of special events. The CITY agrees to authorize BSO to act as fire rescue representative for the CITY in the permitting of special events. 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.

BSO will provide special detail services for CITY sponsored events; however the District Fire Rescue Liaison, 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 Fire Rescue Liaison's discretion, BSO is able to provide the required level of services with on-duty fire rescue 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 call to an incident during the CITY sponsored event. For those City-Sponsored events in which the District Fire Rescue Liaison determines that BSO is unable to provide the required level of services with on-duty fire rescue personnel within the District at the time of the event, BSO will provide the required level of services at no cost to the CITY for up to three (3) City-sponsored events per fiscal year. Any CITY sponsored events in excess of the three (3) aforementioned events will be charged to CITY at BSO's cost. The selection of BSO personnel to work such detail will be governed by the terms and conditions of the BSO's Collective Bargaining Agreement.

COUNTYWIDE SERVICES

The following services are provided by the BSO on a Countywide basis for those cities that request such services:

- a. The BSO shall provide, as needed subject to funding, 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. The BSO shall provide, subject to funding, air rescue services.
- c. The BSO shall provide, subject to funding, 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.

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, the BSO reserves the right to notify the CITY accordingly in writing. In such an event, the CITY and BSO will renegotiate the consideration payable by the CITY to BSO.

AUTOMATIC AID

BSO and CITY will work diligently, cooperatively and in good faith to maintain the automatic aid agreement between the City of Hollywood and the CITY.

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. The SHERIFF is, however, encouraged to participate in mutual aid agreements.

RESPONSE TIME

BSO will make every reasonable effort to respond to calls for service as expeditiously as possible while maintaining safe operations, subject to BSO's response standards and protocols.

ADDITIONAL SERVICES:

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

ATTACHMENT 1
EXHIBIT B
LIST OF TRANSITIONED EMPLOYEES

BLOCKER, CHRISTY	Administrative Coordinator
LEXA, JOHN	Division Chief - Fire
DARA, MICHAEL	Engineer/Operator/Paramedic
QUIGLEY, TIMOTHY	Captain
REID, JAMES	Engineer/Operator/Paramedic
RODRIGUEZ, JOSE	Engineer/Operator/Paramedic
SIEB, RICHARD	Engineer/Operator/Paramedic
WENTWORTH, JEAN	Engineer/Operator/Paramedic
BIASUCCI, JOSEPH	Fire Captain/Paramedic
CHANDLER, CHRIS	Fire Captain/Paramedic
LIEM, BRUCE	Fire Captain/Paramedic
MOLINARY, ROBERT	Fire Captain/Paramedic
PELLECER, SERGIO	Fire Captain/Paramedic
PHIPPS, JAMES	Fire Captain/Paramedic
MUSTELIER JR., ENRIQUE	Fire Inspector
ROSS, FRANK	Fire Inspector
ZIPOLI, DAVID	Fire Inspector
BROWN, KENNETH	Fire Marshall/Division Chief
CALCAGNO, ERIC	Firefighter/EMT (Grant)
ARREOLA, ALEJANDRO	Rescue Lieutenant
BRUNNEMER, MIKAL	Engineer/Operator/Paramedic
CARVAJAL, JAVIER	Firefighter/Paramedic
DE LA O. CARLOS	Firefighter/Paramedic
DOMINGUEZ, GREGORY	Engineer/Operator/Paramedic
GUEST, AARON	Engineer/Operator/Paramedic
HARRIGAN, TIMOTHY	Rescue Lieutenant
HAUGHEY, MICHAEL	Firefighter/Paramedic
HENG, PEDRO	Firefighter/Paramedic
HERNANDEZ, LUIS	Firefighter/Paramedic
KNUTSON, TIM	Firefighter/Paramedic
KRUPIN, JEFFREY	Firefighter/Paramedic
LAVINA, ARMENIO	Rescue Lieutenant
LEHMANN, KYLE	Firefighter/Paramedic
LLERAS, TODD	Engineer/Operator/Paramedic

MALONEY, MICHAEL	Rescue Lieutenant
MARTIN, JARED	Firefighter/Paramedic
MARTIN, RYAN	Firefighter/Paramedic
MORENO, JACINTO	Firefighter/Paramedic
NEALE, CRAIG	Firefighter/Paramedic
PARRA, ROBERT	Firefighter/Paramedic
PETRUZZELLI, JAMES	Firefighter/Paramedic
PLATT, WILLIAM	Firefighter/Paramedic
REBOUR, JEAN-PAUL	Rescue Lieutenant
RIGGIO, MARK	Firefighter/Paramedic
SANCHEZ, NIKKO	Firefighter/Paramedic
SULLIVAN, DARIN	Firefighter/Paramedic
THARP, MARLON	Firefighter/Paramedic
CORNBLIT, JOSHUA	Firefighter/Paramedic (Grant)
ELROD, JORDAN	Firefighter/Paramedic (Grant)
GONZALEZ, DENNIS	Firefighter/Paramedic (Grant)
JONES, CHRISTIANNE	Firefighter/Paramedic (Grant)
LUZARDO, ANTHONY	Firefighter/Paramedic (Grant)
MORMELO, THOMAS	Firefighter/Paramedic (Grant)
PEREZ, JENNIFER	Firefighter/Paramedic (Grant)
STROM, ADAM	Firefighter/Paramedic (Grant)
CONNOLLY, ROBERT	Rescue Lieutenant
GARCIA, GONZALO	Captain
NEAL, TODD	Captain
SAINTEL, KENCI	Rescue Lieutenant
SNELL, ARNOLD	Rescue Lieutenant
STERNER, ROBERT	Rescue Lieutenant

PAPPAS, GERALDINE	Administrative Assistant
RUDBECK, BENJAMIN	Battalion Chief
SPONGROSS, JOSEPH	Battalion Chief
WILLIAMSON, JOHN	Battalion Chief
CASSANO, MICHAEL	Deputy Fire Chief
CARUSO, BRUCE	Division Chief - Fire
FERNANDEZ, JOSEPH	Fire Chief

Note: The above positions reflect the promotions described in Exhibit C.

ATTACHMENT 2
EXHIBIT B
CLAIMS

ATTACHMENT 3
EXHIBIT B
LIST OF TRANSFERRED PROPERTY

ATTACHMENT 4
EXHIBIT B
CAPITAL REPLACEMENT PLAN

Exhibit B - Attachment 4
Capital Replacement Schedule

Broward Sheriff's Office Fire Rescue and Emergency Management Capital Replacement Schedule For West Park Vehicles- Purchase Lease Option FY 11-15							
Description	Description	FY10/11	FY11/12	FY 12/13	FY 13/14	FY 14/15	Total
Fire Apparatus				610,400			610,400
Fire Apparatus Equip				164,000			164,000
Medical Equipment	(for Fire Apparatus)			79,900			79,900
ALS Rescue Apparatus		200,000		308,000		346,000	854,000
Rescue Apparatus Equip		75,000		132,000		143,000	350,000
Battalion Chief Incident Command Vehicle			70,000				70,000
Battalion Chief IC Vehicle Equipment			20,000				20,000
Emergency Response OPS vehicles			70,000				70,000
Equipment for Emergency Response OPS vehicles			48,000				48,000
Prevention Staff Vehicles			30,000				30,000
Equipment for Prevention Staff Vehicles			15,000				15,000
Electronic Plan Review Project		20,000	15,000	15,000	15,000	15,000	80,000
Mobile Data Terminals		39,200					39,200
		334,200	268,000	1,309,300	15,000	504,000	2,430,500
<u>Items Removed from CIP</u>							
ALS Rescue Apparatus	cost of rescue reduced by this much due to BSO's estimated purchasing price for BSO spec equip	83,250					
Rescue Apparatus Equip	cost of rescue reduced by this much due to BSO's estimated purchasing price for BSO spec equip	45,000					
Oxygen supply supply system	Removed- not necessary	22,000	180,000				
Cardiovascular Update	Removed- not necessary	8,000					
Communications Equipment	Removed- not necessary		100,000				
Fire Apparatus Equip	already purchased by Dania	218,759					
Battalion Chief Incident Command Vehicle & Equip	reduction in cost due to Vehicel Type change requested by BSO		280,000				
Electronic Inspection Project	removed by City request	48,500					
	<u>Total reductions</u>	425,509					

EXHIBIT C

TRANSITION OF EMPLOYEES

Transitioned Employees. Each of the Transitioned Employees shall cease to be an employee of the CITY effective as of the Effective Date and become an employee of BSO on the Effective Date, subject to applicable BSO collective bargaining agreement. Such Transitioned Employees shall be entitled to BSO's standard compensation and benefits package for employees performing similar services in accordance with the applicable collective bargaining agreement. BSO agrees that all employees identified by the CITY and listed on Attachment 2 to Exhibit B of this Agreement will be employed by BSO. The Transitioned Employees' pay and benefits are set forth in Attachment 1 to this Exhibit C, Transition of Employees. The City will promote the Transitioned Employees listed in Attachment 2 to this Exhibit C, Transition of Employees, as set forth in Attachment 2 with the effective date of such promotions to occur prior to the Transitioned Employees leaving the employment of the CITY.

CITY represents that the Transitioned Employees are trained, experienced, certified and licensed in all areas encompassed within their designated duties.

Seniority. For Transitioned Employees in positions covered by a Collective Bargaining Agreement with BSO, seniority shall be determined in accordance with such Collective Bargaining Agreement. For any other Transitioned Employees seniority shall be determined in accordance with BSO's Policies and Procedures Manual. All due process rights established by law, policy, procedures, or agreement shall be afforded to all Transitioned Employees as those rights pertain to seniority, discipline, layoff, or discharge in the BSO.

Opportunities. All Transitioned Employees shall be given the same opportunities for advancement, education, shifts, vacations, compensation and all other benefits as are made available to any other similarly ranked employee of BSO with a similar seniority status and qualifications.

Transitioned Employees that have completed their probationary period shall not be subjected to any probationary period upon employment with BSO. Transitioned Employees that are serving a CITY probation period shall complete the balance of the probation period with BSO, provided they maintain an overall satisfactory performance/evaluation during such probationary period.

CITY agrees to provide BSO with any and all records necessary for BSO to implement the transition of employment for the Transitioned Employees including, but not limited to, copies of demands, complaints, requests for accommodation or other notices in connection with employment.

CITY hereby represents that the CITY has no legal impediment or restriction against entering into this Agreement. The CITY further represents that entering into this Agreement does not violate the terms and conditions contained in its collective bargaining agreement(s) or any other agreement.

CLAIMS. As of the Effective Date, the CITY represents that it has no knowledge of any claims, demands, lawsuits, actions, complaints or proceedings, against the CITY

related to its fire rescue services and the employment of the Transitioned Employees (hereinafter referred to as "Claims(s)"), except as otherwise disclosed in the Attachment 2 to this Exhibit C. All Claims or potential Claims known to the CITY are listed on Attachment 2. The CITY shall be responsible for and agrees to indemnify and defend BSO, its officials, agents, servants and employees against any and all claims that are listed on Attachment 2 and any and all claims resulting from incidents that occurred prior to the Effective Date and not included on Attachment 2 including claims that were not filed until after the Effective Date.

PENSION. BSO shall provide pension benefits to all Transitioned Employees listed on Attachment 2 to Exhibit B of the Agreement. Each listed employee shall have an option to remain in whichever City pension plan they are presently a member of hereinafter referred to as the "CITY's pension plan," or elect to participate in the Florida Retirement System (FRS). The election must be in writing and executed prior to the Effective Date of this Agreement. The CITY and BSO agree that in the event an Employee elects to join the FRS, neither the CITY nor BSO shall be required to finance "past service" credit as authorized by Florida Statutes, Chapter 121.

ACCRUED AND UNPAID LEAVE. In order to account for the Transitioned Employees' lack of accumulated sick and vacation leave hours with BSO at the time of the transfer, BSO shall credit each Transitioned Employee with their total CITY accrued sick leave and up to three hundred sixty (360) hours of vacation leave. Transitioned Employees' accrued and unpaid sick hours and accrued and unpaid vacation leave hours ~~shall that~~ accrued while in the CITY's employ through the Effective Date and are preliminarily listed in Attachment 3 to this Exhibit C, Transition of Employees. All Transitioned Employees who work on a 24-hour shift will have their accrued sick and vacation leave multiplied by 1.5 upon their transfer of leave balances to BSO to account for the differences in accrual and usage between the Local 3080 City agreement and the Local 4321 BSO agreement. Except for the transferred sick leave and vacation leave hours described hereinabove; the parties agree that BSO shall assume no responsibility or liability for any other benefits accruing prior to the transfer of employment to BSO. If a Transitioned Employee has vacation/personal hours in excess of three hundred and sixty (360) hours ("excess hours"), the CITY will transfer the first sixty (60) hours of CITY ~~(computed at a conversion rate of 1.5 x City "excess hours" vacation/personal leave)~~ excess hours, which will be paid by BSO as the Transitioned Employee uses vacation leave with BSO. The "excess hours" will be utilized prior to the use of vacation leave hours earned while employed by BSO and Transitioned Employee shall be paid for any remaining "excess hours" upon separation of service from BSO. The payment of all other accrued and unpaid leave accruals and benefits including compensatory time, but exclusive of pension benefits, shall be ~~paid by resolved between~~ the CITY ~~and to~~ the Transitioned Employees on the first City payroll cycle following the City's final payroll to Transitioned Employees. Pension benefits shall be determined in accordance with the above Pension Section.

ATTACHMENT 1
EXHIBIT C
TRANSITIONED EMPLOYEES PAY AND BENEFITS

ATTACHMENT 2
EXHIBIT C
PROMOTED TRANSITIONED EMPLOYEES

(3) Captains:

Todd Neal
Tim Quigley
Gonzalo Garcia

(5) Rescue Lieutenants:

Armenio Lavina
Alejandro Arreola
Tim Harrigan
Michael Maloney
Jean-Paul Rebour

(4) Driver/Engineer

Aaron Guest
Gregory Dominguez
Todd Lleras
Mikal Brunnermer