

EXHIBIT B

EMERGENCY MEDICAL, FIRE PROTECTION AND FIRE PREVENTION SERVICES

GENERAL CONDITIONS

1. DEFINITIONS

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

- a. Agreement. "Agreement" shall mean this Agreement for Emergency Medical, Fire Protection and Fire Prevention Services between the CITY and BSO, including all exhibits.
- b. Applicable Laws. "Applicable Laws" shall mean all provisions of constitutions, statutes, laws, rules, ordinances, regulations, charters and orders of governmental bodies or regulatory agencies applicable to the subject matter.
- c. BSO. "BSO" shall mean the Sheriff of Broward County, Florida.
- d. CITY. "CITY" shall mean the City that has contracted with BSO for Fire Rescue Services pursuant to this Agreement and is identified in the Special Terms and Conditions.
- e. CITY Boundaries. "CITY Boundaries" shall mean the area within the municipal boundaries of the CITY.
- f. City Manager. "City Manager" shall mean the duly appointed and validly existing City Manager of the CITY. In the absence of the City Manager, the Assistant City Manager or person acting in the capacity of City Manager shall have the same authority as that of the City Manager.
- g. Consideration. "Consideration" shall mean the monthly payment and other amounts payable by the CITY hereunder in consideration of the Fire Rescue Services performed by BSO, as set forth herein.
- h. District. "District" shall mean the geographic area within the City Boundaries.
- i. District Fire Employees. "District Fire Employees" shall mean BSO employees regularly assigned to the District who possess the necessary qualifications and experience to provide emergency medical, fire protection or fire prevention and

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

- j. District Chief. "District Chief" shall be the BSO representative appointed by BSO's Director of Fire Rescue to serve as the Chief responsible for supervising all emergency medical, fire protection and fire prevention employees and activities within the City and serving as a liaison between the CITY and BSO for Fire Rescue Services.
- k. Effective Date. "Effective Date" shall mean the date in which the Agreement is to commence. The Effective Date is set forth in the Special Terms and Conditions of this Agreement.
- l. Facilities. "Facilities" shall mean CITY-owned Fire/Rescue Stations, the CITY-owned Fire Prevention Offices and any additional facilities that are owned by the City and occupied by BSO to provide Fire Rescue Services. The Facilities are listed in the Special Terms and Conditions of this Agreement.
- m. Fire Rescue Services. "Fire Rescue Services" shall mean the aggregate of all emergency medical, fire protection and fire prevention related services provided by BSO pursuant to this Agreement.
- n. Lien. "Lien" shall mean any lien, security interest, pledge, mortgage, easement, leasehold, assessment, covenant, restriction, reservation, conditional sale, prior assignment, or any other encumbrance, claim, burden or charge of any nature whatsoever.
- o. Renewal Option. "Renewal Option" shall mean the time period that the Agreement may be extended; the number of extensions and the means to exercise such option, as set forth in the Special Terms and Conditions of this Agreement.
- p. Term. "Term" shall mean the length of this Agreement and any extensions thereto, which are set forth in Exhibit A, Special Terms and Conditions of this Agreement.
- q. Transitioned Employees. "Transitioned Employees" shall mean each of the District Fire Employees who (i) provided fire/rescue related services for the CITY or provided services for the CITY under the City's Fire/Rescue Department, and (ii) are listed on Attachment # to Exhibit # 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. **Deployment.** The District Chiefs shall have the discretion to deploy the staff as necessary to meet the goals and objectives of the CITY.

The District Chiefs' discretion regarding the deployment of the personnel shall be exercised with the intent of providing the most effective fire and emergency medical services to the CITY pursuant to the terms and conditions of this Agreement. The District Chiefs will keep the City Manager informed of the deployment of such personnel through weekly staff meetings and as requested by the City Manager. During such meetings, the City Manager and the District chiefs will discuss the results of previous deployments, alternative deployment strategies and the benefits and risks associated with each strategy.

- c. **Minimum Staffing.** BSO will provide a minimum number of personnel to provide Fire Rescue Services to the CITY as set forth in the Special Terms and Conditions of this Agreement and any additional staffing agreements.
- d. **Employment Standards.** BSO shall be responsible for setting employment standards (i.e. hiring, discipline, training) for District Fire Employees consistent with BSO agency standards. BSO is committed to providing the CITY with highly skilled emergency medical, fire protection and fire prevention personnel to provide Fire Rescue Services to the CITY.
- e. **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 (except as set forth below and as set forth in Exhibit C), insurance benefits, civil service benefits, compensation and/or any status or right. Accordingly, BSO, not the CITY (unless otherwise set forth in the following subsection), shall be responsible for direct payment of any salaries, wages, or other compensation, contributions to pension funds (as set forth below), insurance premiums, worker's compensation (Chapter 440, Florida Statutes), vacation or compensatory time, sick leave benefits or any other amenities of employment to any District Fire Employee whatsoever, arising out of BSO's employment of such Persons or arising prior to BSO's employment of the District Employee if set forth 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.

- f. **Pension Contribution.** The City will provide BSO with written notice of any amount

(percentage of pensionable compensation) to be deducted biweekly on a continuing basis for Transitioned Employees who elect to remain in the City Pension Plan. BSO shall be responsible for the deduction and remission to the City of the employee contribution in accordance with the City's written notice. The City will provide BSO at least 15 days written notice of changes to the employee contribution amount. BSO will adjust contribution amounts on the first payroll closing after the effective date indicated on the City's notice. The City shall remain responsible for City contributions to the City Pension plan. Transitioned employees electing to participate in FRS shall also have deductions of the employee contribution made through BSO and remitted to FRS as required by FRS. Nothing in this agreement shall affect the City's right to continue to receive Chapter 175, Florida Statutes premium tax money.

- g. **Staffing Review and Modifications.** As part of the CITY's annual budgetary process, BSO shall evaluate the Staffing requirements for the CITY to determine if the current staffing level and composition adequately meets the City's goals and objectives. If BSO or the CITY believes the staffing requirements need to be adjusted, BSO shall provide staffing recommendations to the City Manager for review. If both parties agree to the recommended staffing changes, this Agreement shall be modified through an amendment to this Agreement, which shall reflect the agreed upon staffing change(s) and a compensation adjustment based on the cost of the staffing change(s).

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

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

- h. **Transfers – BSO's Rights.** Except for the District Chief, which is governed by Section 10 of this Agreement, BSO shall have the right to transfer or reassign any BSO personnel out of the District for any of the following reasons:
1. An employee requests a transfer in order to accept a promotion or special assignment which has been offered to the employee based upon the employee's special qualifications or career path.
 2. Disciplinary reasons.
 3. Failure of an employee to meet BSO performance standards.

4. The employee requests a transfer. BSO shall have the right to transfer employees that request a transfer out of the District, however the number of employees that are transferred for such reason shall not exceed three percent (3%) of the total staffing structure annually as set forth in the Special Terms and Conditions of this Agreement, unless approved by the City Manager. There shall be no limit on the number of transfers made pursuant to subsections a,b, and c of this subsection of the Agreement.

Authorization of the City Manager shall be required for the transfer of an employee out of the District for any reason not stated above. Authorization of the City Manager must also be obtained for the transfer of an employee out of the District for employee requested transfers under subsection d above for those employees that are not on the Active Transfer Request List, and transfers for any reason not stated above. The authorization of the City Manager shall not be unreasonably withheld.

- g. **Transfers – City Rights.** Except for the District Chief, which is covered in Section 10 of these General Terms and Conditions, the City Manager shall have the right to request the transfer of BSO personnel out of the District, which shall not be arbitrary or capricious. The request must be sent to the District Chief in writing setting forth the name of the employee, the employee's rank and the reason for the request (the "Transfer Request"). The Transfer Request must be approved in writing by BSO, however such approval shall not be unreasonably withheld. BSO shall notify the CITY in writing as to whether BSO approves of the Transfer Request within 5 business days of receipt of the Transfer Request. If BSO fails to notify the CITY within 5 business days of the Transfer Request, the Transfer Request shall be deemed approved. If BSO approves the Transfer Request, the employee shall be transferred out of the District as soon as reasonably possible but in no event more than 30 days after BSO approves the Transfer Request.
- h. **Transfers – Layoffs.** Notwithstanding anything herein to the contrary, transfers in and out of the District may result from employees exercising seniority rights pursuant to the collective bargaining agreement and in the event of layoffs at the Broward Sheriff's Office.
- i. **Replacements.** If an employee is transferred or reassigned 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 tha the transferred 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 thirty (30) days of the transfer. The approval of the City Manager shall not be unreasonably withheld. Notwithstanding any transfers or reassignments, BSO

is still obligated to maintain the minimum staffing required under this Agreement at all times.

- 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, including creating a public awareness to public safety related issues thus enhancing the quality of life throughout the CITY. It is further recognized that such a collaborative effort requires fire and emergency rescue personnel that have intimate knowledge of the community. In furtherance of such objective, BSO shall make every reasonable effort to maintain the continuity of BSO emergency medical, fire protection and fire prevention personnel assigned to the District, subject to the transfer provisions set forth herein.
- k. **Education.** The parties acknowledge the importance of the District Fire Employees' knowledge of the general make-up of the CITY and its geographic areas, its office, industrial, commercial, and residential composition and the City's Code of Ordinances. BSO shall offer appropriate continuing education to assure that all District Fire Employees are acquainted with the District's general make-up, geographic areas, office, industrial, commercial, and residential composition, and the City's Code of Ordinances. Upon enactment, the CITY shall forward to the District Chief a copy of new ordinances for training purposes.
- l. **Deletions and Additions.** The CITY shall have the right to unilaterally delete services upon no less than sixty (60) calendar days prior written notice, and such deletions shall be memorialized in an amendment to this Agreement, and the compensation shall be adjusted accordingly based on actual cost of the service. If, in BSO's opinion, the requested deleted services (i.e. staffing levels) would negatively impact the safety of BSO's employees or the community, the parties shall collaborate to resolve the issue to their mutual satisfaction. The City may add services, as mutually agreed upon by both parties, and such additions shall be memorialized in an amendment to this Agreement, and the compensation shall be adjusted accordingly.

3. **ASSIGNMENT OF FIRE RESCUE POWERS**

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

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

purpose of giving official and lawful status and validity to the performance thereof by such District Fire Employees.

4. RESPONSE TIMES

The District Chief will monitor response time reports and provide copies to the City Manager. For emergency medical and fire protection calls, BSO shall make every reasonable effort to respond within established Commission on Fire Accreditation International ("CFAI") agency accreditation and National Fire Protection Association ("NFPA") 1221, and 1710 standards for response guidelines, as set forth in Appendix 'A' and 'B'.

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

5. REPORTS

BSO shall provide quarterly reports (on or about October 1st, January 1st, April 1st and July 1st) to the City Manager that include the following information:

- a. Calls for service based on units responding
- b. Staffing and Transfers
- c. Response Time reports, trends and other relevant performance data
- d. Citizen complaints and their status/disposition
- e. Encumbered times for units by day of week
- f. Fire prevention activities (past and planned)
- g. Annual inspections and re-inspections including progress toward all required annual inspections

At any time during the term of this Agreement, the City Manager shall have the right to make reasonable modifications to the reporting format(s), reporting content, and reporting period(s).

6. CONSIDERATION

- a. For the period from the Effective Date through the end of the September 30, 2020, the annualized consideration amount and the monthly payment amount for Fire Rescue Services shall be as set forth in the Special Terms and Conditions, payable on the 1st of each month.

- b. The consideration payable by the CITY for subsequent fiscal years shall be limited in accordance with the following:
1. BSO's budgeted costs for items other than health insurance premiums, workers compensation premiums and pension contributions, shall not exceed an annual increase of 5% over the budgeted costs in the preceding year, except that any increase in the cost of the portable radios and auxiliary equipment provided to the CITY under the Regional Interlocal Agreement with Broward County, dated on or about September 25, 2013, shall not be subject to the annual cap.
 2. BSO's budgeted costs for workers compensation premiums and pension contributions attributable to District Employees, shall be based upon projected costs. The projected cost of these items shall be supported with third party documentation.
 3. BSO's budgeted costs for health insurance premiums for District Employees, which costs shall be the same for all BSO employees in the same benefit plan whether assigned to the District or not, shall not exceed an annual increase of more than 9% over the budgeted costs in the preceding year. The projected costs of these items shall be supported with third party documentation. Changes in class of insurance plan (i.e. single plan to family plan) for individual employees will not be included in the cap.
- c. BSO shall submit a proposed budget to the CITY on or before the preceding May 1st. The budget shall have a summary of major classifications (Personnel Services, Operating Expenses, Capital Outlay, etc.). At the request of the City Manager, BSO shall provide supporting documentation for the budgeted line items to include the cost to outfit and equip District Fire Employees (i.e. uniforms, fire safety gear, computer, etc.), and a breakdown of compensation and benefits budgeted by position.
- d. For purposes of calculating the budget for Personnel Services, the District Fire Employees assigned to the District on the second payroll period in February of each year shall be the employees used to calculate the budget for the upcoming fiscal year, which is due to the CITY on or before May 1st as set forth above. The annual wages, taxes, pension and health insurance costs associated with each employee shall be determined based upon factors such as contractual wage increases, FICA rates and maximums, pension rates (as dictated by the applicable plan) and proposed health insurance rates. If there are any vacant positions in the second payroll period of February, the budgeted cost of the vacant positions for the upcoming fiscal year shall be calculated based upon the average budgeted cost

of the filled District Fire Employee positions within the same job classification for the second payroll period-in February.

- e. BSO and the CITY shall negotiate in good faith any adjustments to the Consideration. The parties recognize and acknowledge that time is of the essence in resolving this issue. Therefore, the parties agree that a final resolution must be reached on or before June 30th. If BSO and the CITY are able to reach an agreement regarding the consideration, the CITY will pay BSO the consideration in twelve (12) equal monthly installments, payable on the first of each month.
- f. BSO shall provide the CITY with full staffing. The CITY shall be entitled to a credit for any vacancies that occur during the fiscal year. The CITY's entitlement to the vacancy credit shall be calculated at the end of the fiscal year. A vacancy occurs when an absence occurs and such absence results in a salary savings to BSO. The CITY's credit shall be calculated using the actual budgeted cost for that position for that fiscal year. BSO shall submit a monthly report detailing vacancy days. This report shall be delivered to the City Manager by the twentieth day of the month immediately following the month in which the vacancy occurred.

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

- g. BSO shall have the right to temporarily fill any vacancy within the CITY, through temporary staffing or overtime, provided that BSO fills the vacancy with an employee with a job classification and rank equivalent to the absent BSO employee. BSO shall educate any temporary staff assigned to the District with respect to the general make-up of the CITY and its geographic areas, and its office, industrial, commercial and residential composition. The CITY shall be entitled to a vacancy credit for any BSO District personnel vacancy unless the vacant position is temporarily filled through overtime or temporary staffing, and if BSO receives a salary savings.
- h. The parties recognize that the CITY has no right of setoff or to reduce the consideration payable to BSO by amounts in dispute absent a mutual written agreement of the parties.
- i. In the event that BSO subsequently enters into an agreement, amends an agreement or renews an agreement with a municipality or Broward County for emergency medical, fire protection or fire prevention services (an "Eligible

Agreement”), in which the overall consideration terms are more favorable than those set forth herein, BSO will provide the CITY with written notice of such agreement within 30 business days of the execution thereof. If the CITY reasonably determines that the Eligible Agreement overall includes consideration terms that are more beneficial than the terms set forth herein (except for terms relating to grant funding designated for a particular municipality or Broward County, which are excluded from this Section), then the CITY shall be entitled to (i) the incremental dollar value of the more beneficial term(s), which shall be calculated in the same manner and methodology as used to calculate the estimated actual costs for the CITY and all other municipalities. The Parties acknowledge that BSO may implement different operational programs and units in different customer jurisdictions based on the operational requirements of such jurisdictions.

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

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

7. FEES AND GRANTS

The parties acknowledge and agree to the following:

- a. BSO shall invoice the recipient of emergency medical transport services within thirty (30) calendar days from the date services were rendered in accordance with the fee schedule adopted by the CITY. BSO shall return to the CITY all emergency medical services transport fees collected by BSO for services provided pursuant to this Agreement on a monthly basis, less any third party fees for collection services.
- b. The CITY shall invoice, collect and retain fees from property owners for fire inspection and prevention services provided pursuant to this Agreement, including but limited to, fire inspection, plan review, and false alarm fees. The fees and charges for providing said services shall be in accordance with the schedule of fees and charges adopted by the CITY.

- c. BSO may invoice, collect, and retain all revenues from those companies or persons receiving hazardous materials mitigation services or technical rescue services directly from regional BSO resources or an entity contracted by BSO.
- d. BSO shall be entitled to retain fees for (a) Emergency Medical Services Standby Services; (b) Fire Protection Standby Services; (c) Fire Prevention Standby Services; and (d) Non- CITY Sponsored Special Events. Use of on-duty staff for such standby services **shall not be permitted unless documented exigent circumstances occurring within the City necessitate such use.** Any other fees retained shall be subject to the written approval of the City Manager.
- e. BSO shall cooperate with the CITY and, to the extent allowable by law, act as the fire and emergency medical agent on behalf of the CITY in the continued application, maintenance, and accounting of grants and entitlements as well as aggressively pursuing additional grant program funds as they become available. The CITY will make these funds available to the BSO to carryout the intent of the grant program as approved by the granting agency and the CITY. Except as otherwise set forth herein, it is understood by both parties that all revenues currently received by the CITY as a result of fire and emergency medical activities shall continue to be received by the CITY.
- f. The City shall retain any Chapter 175 and 185 premium tax monies for City pension plans.

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

- a. On or before the Effective Date , the CITY shall transfer ownership of the vehicles, equipment and other personal property listed in Attachment # which is attached and incorporated herein (hereinafter referred to as the "Transferred Property"). As part of the transfer process, BSO in cooperation with the CITY, will conduct an inventory of the vehicles, equipment and other personal property transferred by the CITY to BSO. The CITY and BSO will work in good faith to resolve any discrepancies discovered during such inventory. Upon completion of the inventory and the resolution of all discrepancies, the City Manager and the District Fire Chief will sign off on a modified Attachment 1, which includes all modifications made and agreed to during the inventory. The modified Attachment 1 will be titled "Revised Attachment 1" and inserted into the Agreement and shall supersede Attachment 1 that was included in the Agreement on the date of execution. 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, and liens and encumbrances, except as provided in the next paragraph. If any of the Transferred Property is leased by the CITY, BSO and the CITY will work in cooperation with each other and the Lessor of such property to ensure that the

transfer does not violate the terms and conditions of the applicable lease agreement; however, BSO shall not assume any of the financial obligations of the lease agreement.

- b. Any vehicles purchased subsequent to the Effective Date shall be invoiced to the CITY and shall be treated in the same manner as the previously described Transferred Property upon termination of this Agreement.
- c. Any vehicles which are no longer serviceable shall be returned to the CITY for appropriate disposal.
- d. The Fire Rescue apparatus and vehicles (collectively, the "Vehicles") shall be used solely within the CITY, except in the event of a declared state of emergency, mutual aid incident or automatic aid incident, in which the automatic aid agreement was entered into pursuant to this Agreement. Fire Rescue Vehicles requested for use outside of Broward County for a declared emergency, mutual aid incident or automatic aid incident as described herein shall require the consent of the City Manager. Except for a declared emergency, mutual aid incident or automatic aid incident as described herein, the Fire Rescue Vehicles shall not be used to service any other municipalities or the unincorporated areas of Broward County.
- e. In the event of termination or upon the expiration of the contractual relationship between BSO and the CITY for Fire Rescue Services, BSO shall return all Vehicles in the same condition as upon delivery, normal wear and tear excepted, with the title to the Fire Rescue vehicles free of all liens and encumbrances 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.
- b. Capital Replacement.

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

- c. Damage to Vehicles.

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

d. Maintenance.

BSO shall maintain the Vehicles according to the Vehicle manufacturer's specifications and recommendations. BSO shall retain the Vehicle maintenance records. The CITY shall have the right to audit such records at any given time. BSO shall use personnel appropriately trained and certified to work on emergency vehicles. All Vehicles shall be manufactured pursuant to BSO's required specifications, within reason and to the greatest extent possible.

e. [Lettering of Vehicles to be negotiated and agreed upon between BSO and the City Manager after Commission approval of merger agreement but prior to execution of the final agreement]

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

9. **FACILITIES**

a. The CITY agrees to provide BSO the Facilities as defined in Section 1(l) and as described in Exhibit A for the purposes of providing the services described herein. The CITY requires that all fire/rescue services be provided from the existing Facilities owned by the CITY according to the terms set forth herein. Notwithstanding any other provision of this Agreement, the CITY shall retain all dominion and control of the Facilities and BSO shall obtain no possessory interest in the Facilities by virtue of this Agreement. BSO's only activities on or in the Facilities shall be those related to fulfilling its contractual obligations as set forth herein. It is understood and agreed that the CITY shall continue to use the facilities for municipal purposes to the extent those activities do not materially interfere with the provision of services to the CITY within the CITY as required herein.

b. BSO shall properly equip each fire station with furnishings, cabling, security

systems, communications systems, alert devices/systems and all other facility related equipment necessary to provide fire and emergency medical services to the CITY and to house the District Fire Employees. BSO shall be responsible for the maintenance and capital replacement of all such furnishings, cabling, security systems, communications systems, alert devices/systems and facility related equipment. Funding for such shall be included in the annual consideration paid by CITY.

- c. BSO shall occupy the Facilities and use the furnishings and equipment contained in the Facilities only in connection with performing the Fire Rescue Services within the District, and at no additional cost to BSO.
- d. 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.
- e. The CITY owns the fire stations and will be responsible for major repairs of the fire station facilities and property (i.e., to include HVAC systems, electrical systems, roof systems and storm damage to a facility and property), unless the need for such repairs is caused by the negligence of BSO, in which case BSO shall be responsible for such repairs. CITY agrees to keep the fire stations in good structural repair. CITY shall maintain and keep in good repair the roof, lighting, walls, foundations, sidewalks, floors, ceilings, doors, windows, sprinkler and hot water systems, heating systems, air conditioning systems, plumbing, wiring, electrical fixtures and all other structural components. CITY further agrees to maintain in good repair the parking area and all common areas. CITY shall also make any repairs necessitated by water seepage or by other causes not under BSO's control. CITY shall also make all repairs or changes which may be necessary to make the premises and the use herein contemplated comply with applicable laws, ordinances, orders or regulations of any federal, state, county or municipal authority now or hereafter in effect unless specifically exempted therefrom.
- f. BSO shall be responsible for daily custodial services and shall maintain the facilities in a clean condition, free from debris, normal use excepted. BSO further agrees not to destroy, deface, damage, impair, or remove any part of the CITY's fire stations. In the event BSO, its employees, agents, or invitees destroy, deface, damage, impair, or remove any part of the CITY's fire stations, BSO shall be responsible for repairing or replacing such property. "Routine Maintenance and Minor Repairs" shall be the responsibility of BSO and shall include items such as light bulbs, HVAC filters, minor electrical fixtures that do not require a licensed professional or certification, and minor plumbing components such as toilet and sink valves and parts, shower heads, etc.

- g. BSO shall pay for all utility costs including, but not limited to, telephone, electric, and water for the CITY-owned Facilities. The parties understand and acknowledge that the utility costs attributed to this Agreement are indirectly charged to the CITY as part of the consideration payable by the CITY to BSO.
- h. The CITY shall provide BSO with adequate parking spaces within reasonable proximity to the Facilities so as not to hinder BSO's ability to perform its obligations set forth in this Agreement. BSO's personnel shall only park personal vehicles in designated parking areas.
- i. The CITY's fire stations shall only be utilized for appropriate emergency medical, fire protection and fire prevention services within the City, unless otherwise mutually agreed upon by BSO and the City Manager. BSO personnel shall not conduct personal business at the CITY's fire station premises. BSO shall not use the Facilities to service any other contracts, clients or obligations of BSO, except as otherwise provided in this Agreement. The CITY and BSO shall not permit the Facilities or the Vehicles provided by the CITY to be utilized for political or campaign purposes by candidates running for public or private office or ballot initiatives.
- j. Upon the expiration or earlier termination of this Agreement, BSO shall surrender possession of the Facilities and all CITY-owned furnishings and CITY-owned equipment within the Facilities that are used by BSO within the CITY, to the CITY. The Facilities shall be broom clean and in the same condition as received, except for ordinary wear and tear and items and issues that are the responsibility of the CITY, which BSO was not otherwise obligated to remedy or maintain under this Agreement.

10. DISTRICT CHIEF

- a. BSO shall provide, pursuant to this Agreement, a District Chief (Department of Fire Rescue and Emergency Services non-bargaining unit command officer of appropriate rank). The District Chief shall be devoted full-time to the CITY and shall provide direct supervision of activities for the CITY's fire stations and personnel/apparatus provided pursuant to this Agreement. The District Chief shall, among other specified duties, act as liaison between BSO and the CITY. BSO's District Chief shall also function as a member of the CITY's staff with regard to fire rescue issues and report to the City Manager in that capacity.
- b. The District Chief shall be responsible for all emergency medical and fire protection related emergency management duties on behalf of the CITY, and his or her responsibilities, except for his or her responsibilities to BSO, shall be limited to the CITY. The CITY and BSO understand and acknowledge that the District Chief is

employed by BSO and therefore has certain employment responsibilities to BSO, however such responsibilities shall not substantially interfere with the District Chief's responsibilities as the CITY's Fire Chief.

- c. The selection of a District Chief shall be the absolute discretion of CITY's City Manager and shall be initiated by BSO selecting three (3) qualified candidates for the position of District Chief. BSO agrees to make such selections in good faith and in the best interest of CITY. BSO shall provide CITY with written notification of the selected candidates and their qualifications. Within ten (10) days after CITY's receipt of such notice, representatives from both BSO and CITY shall meet to discuss the candidates' qualifications. In the event none of the candidates are acceptable to the City Manager, BSO shall submit the names of three (3) additional candidates for consideration. This process shall continue until such time as the City Manager has selected an individual to serve as the District Chief. The CITY shall have the opportunity to interview each of the candidates. During the selection process, BSO shall put in place a temporary Chief until the permanent Chief is selected.
- d. BSO shall provide an administrative assistant to the District Chief who shall be assigned to the District Chief's office during regularly scheduled business hours during a forty (40) hour work week.
- e. BSO shall provide, pursuant to this Agreement, the necessary supervisory personnel to serve as liaisons between the Station personnel and the District Chief.
- f. Removal. In the event CITY becomes dissatisfied with the performance of the District Chief, CITY shall provide notification to BSO. Thereafter, representatives of BSO and CITY shall meet to discuss possible remedies of the problems experienced by CITY. BSO agrees to act in good faith in resolving any problems experienced by CITY. The City Manager may remove the District Chief at any time, without cause. If the City Manager, in his or her sole discretion, with or without cause, still desires that BSO remove the District Chief, BSO shall do so immediately.

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

- 1. The District Chief is being promoted in rank;
- 2. The District Chief is being demoted;
- 3. The District Chief is being disciplined;
- 4. The District Chief is retiring;
- 5. The District Chief submits a request to transfer out of the City;
- 6. The District Chief is under investigation by BSO or any other federal, state or local law enforcement agency;

7. The District Chief's failure to meet documented BSO performance standards and requirements; or
8. Prior to the removal of the District Chief, the Sheriff meets with the City Manager and notifies the City Manager that the Sheriff has lost confidence in the District Chief.

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

- g. Assistant District Chief. BSO may provide an Assistant District Chief who shall be assigned full-time to the CITY, if agreed upon by the City Manager. The Assistant District Chief must be acceptable to the City Manager, in the City Manager's sole and absolute discretion. The CITY may, at its sole option and discretion, eliminate the position of Assistant District Chief, with or without cause, upon 30 days written notice to BSO. If the position is eliminated, the amounts budgeted for the position will be credited to the CITY on a prorated basis for the remaining invoices for the fiscal year.
- h. The District Chief will attend management and City Commission meetings as directed by the City Manager. Both parties understand and agree that the attendance of the District Chief is essential to maintain the viability and vitality of this Agreement, but also recognize that the District Chief may be occasionally unavailable due to illness, scheduled vacation or scheduled training. In the event the District Chief is unable to attend a meeting described herein, the District Chief will advise the City Manager of the person(s) authorized to attend in place of the District Chief.

11. INSURANCE

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

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

BSO shall provide the CITY with a copy of the Certificate of Insurance or endorsements evidencing the types of insurance and coverages required by this Section prior to the effective date of this Agreement, and, at any time thereafter, upon request by the CITY. BSO shall maintain these insurance policies throughout the Term. BSO shall provide the CITY with copies of the insurance policies required hereunder and all renewals thereof. The costs of all these insurance policies shall be the sole obligation of BSO; however the CITY understands and acknowledges that the cost of this coverage is allocated to the CITY through the consideration set forth in the Special Terms and Conditions of this Agreement. BSO may provide the insurance required in this Section through a self insurance program.

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

In the event BSO's required insurance coverage is modified during the Term of this Agreement, BSO shall provide the CITY with at least thirty (30) days prior written notice.

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

CITY shall provide BSO's Director of Risk Management with a copy of the Certificate of Insurance or endorsements evidencing the types of insurance and coverages required by this Section prior to the effective date of this Agreement, and, at any time thereafter, upon request by BSO.

12. DEFAULT

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

4. Bankruptcy of Defaulting Party. Commencement of bankruptcy, insolvency, assignment for the benefit of creditors or receivership proceedings in respect of the Defaulting Party; or
 5. Default. Failure of the Defaulting Party to perform any covenant, condition, agreement or provision contained in any other agreement or to cure any misrepresentation or breach of any representation or warranty in any other agreement between the parties hereto within any applicable grace period provided in such agreement.
- b. Upon the occurrence and continuance of a Default by the Defaulting Party, the party not in Default (the "Non-Defaulting Party") may, at its option and without any obligation to do so and in addition to any other remedies otherwise set forth in this Agreement, elect any one or more of the following remedies:
1. Terminate this Agreement pursuant to Section 13 herein; or
 2. Withhold payment or performance under this Agreement until such time as such Default is cured, provided the performance level does not compromise the safety of the public; or
 3. Cure such Default and recover the costs thereof, together with interest thereon at the lesser of 18% or the maximum legal rate permitted by applicable law, from the Defaulting Party; or
 4. Seek injunctive relief to enjoin any act of the Defaulting Party in violation hereof; or
 5. Seek specific performance of any covenant or obligation of the Defaulting Party hereunder; or
 6. Pursue any other remedy now or hereafter available under the laws or judicial decisions of the State of Florida.
- c. Interest and Late Charges. Any payments due hereunder, whether for Consideration, rents, taxes, utilities, insurance or any other obligations, overdue for more than ten (10) days shall bear interest from the date due at the lesser of eighteen percent (18%) or the maximum legal rate permitted by Applicable Law. In addition, the Defaulting Party shall pay for the Non-Defaulting Party's administrative and collection expenses incurred in connection therewith, and not as interest, a late charge equal to five percent (5%) of the amount overdue. The terms of this paragraph shall also apply to BSO's payment obligations under this Agreement.

13. TERMINATION

- a. Either party may terminate this Agreement at its discretion either with or without cause, by giving written notice thereof to the other party; provided the other party has no less than ninety (90) days prior written notice of such termination. At the expiration of the ninety (90) day notice period as described in the preceding provision, the transition period as set forth in subsection (c) of this Section 13 shall commence.
- b. This Agreement shall be deemed automatically terminated and of no further force and effect if CITY has filed or consented to the filing of a petition for reorganization or bankruptcy or is otherwise adjudicated insolvent.
- c. In the event of material breach, "Default," in accordance with Section 12 of this Agreement, either the non-Defaulting Party may provide the other party with written notice of material breach. The Defaulting Party shall have thirty (30) days from the date of its receipt of such notification to cure the material breach. If the material breach is not cured within that time period, the non-breaching party may terminate this Contract immediately.
- d. In the event of termination or expiration of this Agreement, BSO and CITY shall cooperate in good faith in order to effectuate a smooth and harmonious transition from BSO to a CITY fire department or other such transition as negotiated and to maintain during such period of transition the same high quality of Fire Rescue Services as contemplated by this Agreement. In the event of such termination or expiration and in the further event that the CITY is unable to provide the same level of service through its own fire rescue force at the time of such termination or expiration, the then pending term of this Agreement shall be deemed automatically extended for a period of 24 months or until CITY is capable of rendering such Fire Rescue Services, whichever occurs sooner. The remunerations to be paid to the BSO during the transition period shall be based upon the actual cost of providing such services during the transition period, but shall not exceed the pro-rata cost of the most recent contract.
- e. Equipment and Vehicles. In the event of termination or upon the expiration of this Agreement, the CITY may request to purchase from BSO any piece of equipment, including fire rescue vehicles owned by BSO that are directly attributable to or in use by the District at the time of such termination or expiration in connection with the services contemplated herein. Vehicles or equipment which the CITY transferred to BSO, or for which the CITY was billed, either separately or as part of the annual budget, for the original purchase thereof, will be transferred to the CITY at no cost. The purchase price for such equipment as was not paid for directly or indirectly by the CITY shall be determined by mutual agreement of the parties based on the fair market value of such equipment at the time of the CITY's election to purchase.

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

14. LIABILITY

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

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

To the extent permitted by law, BSO shall indemnify, defend, and hold harmless, and at the option of the CITY, defend or pay for an attorney selected by CITY's counsel to defend

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

15. CONTRACTOR RELATIONSHIP

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

16. NO PARTNERSHIP

The relationship between the CITY and BSO shall be solely as set forth herein. Neither party shall be deemed the employee, agent, partner or joint venturer of the other, nor have, or represent to have, any authority or capacity to make or alter any agreement on behalf of the other, to legally bind the other, to credit or receive money due on behalf of the other or to do any other thing on behalf of the other, except as specifically set forth herein. Neither the CITY nor BSO will have or attempt to exercise any control or direction over the methods used by the other to perform its work, duties and obligations under this Agreement except as specifically set forth herein. The respective employees, agents and representatives of each of the CITY and BSO shall remain their own employees, agents or representatives, and shall not be entitled to employment benefits of any kind from the other, except as specifically set forth herein. The CITY and BSO shall assume full responsibility for their own compliance with any and all Applicable Laws.

17. REPRESENTATIONS AND WARRANTIES OF CITY

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

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

18. REPRESENTATIONS AND WARRANTIES OF BSO

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

- a. The Sheriff is the duly elected or appointed, qualified and incumbent Sheriff of Broward County, Florida, has and shall retain the requisite power and authority

pursuant to the power so vested in him under Applicable Law to conduct its business, to enter into this Agreement and to perform the terms hereof and by proper action has duly authorized, executed and delivered this Agreement and any and all instruments in connection herewith.

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

19. INTERPRETATION

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

20. ACCOUNTING TERMS

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

21. CROSS REFERENCES

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

22. DRAFTING

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

23. NOTICE

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

CITY:

See Special Terms and Conditions

BSO:

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

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

24. NON-ASSIGNABILITY

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

25. TIME OF THE ESSENCE

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

26. ENTIRE AGREEMENT

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

27. APPLICABLE LAW

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

28. WAIVER OF RIGHTS

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

29. SEPARABILITY

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

30. WAIVER

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

31. DESCRIPTION OF SERVICES

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

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

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

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

Each of these services is detailed further below.

DIRECT SERVICES

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

a. **General Fire Rescue**

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

b. **Emergency Medical Services**

- 1. BSO shall provide emergency medical services to the CITY on a twenty-four (24) hour, seven (7) days per week basis during the term of this Agreement. BSO shall provide the personnel, and the CITY shall provide the apparatus, for emergency medical services in the manner set forth in Exhibit “A”.

2. BSO shall provide emergency medical transportation for all patients requiring transportation to an appropriate hospital emergency department. BSO shall transport patients to the nearest appropriate receiving facility in accordance with adopted medical protocols and at the discretion of the attending paramedic.
3. Training and certification of BSO's paramedics shall be the responsibility of BSO.
4. BSO shall provide medical control and oversight through the use of a comprehensive continuous quality improvement program as outlined in Chapter 401, Fla. Stat.

c. **Fire Protection Services**

1. BSO shall provide fire protection services to the CITY on a twenty-four (24) hour, seven (7) days per week basis during the term of this Agreement. BSO shall provide the personnel, and the CITY shall provide the apparatus, for fire protection services in the manner set forth in Exhibit "A".
2. Training and certification of BSO's firefighters shall be the responsibility of BSO.
3. BSO shall make its best efforts to maintain an Insurance Service Organization (ISO) Class One rating for the CITY's fire protection services throughout the term of this Agreement.

d. **Fire Prevention Services**

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

to Chapter 633, Fla. Stat. The CITY shall be responsible for the billing and collection of such services.

4. When performing fire inspections for residential and commercial properties within the City with swimming pools owned and/or operated by community associations or commercial entities, BSO shall inspect all such swimming pools and adjacent areas for compliance with the contact information signage requirements set forth in Section 126.14(E) of the City Code.

e. **Other Direct Services**

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

INDIRECT SERVICES

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

- a) Administration
- b) Budget;
- c) Central Supply;
- d) Compensation and Assessment;
- e) Employee Assistance Program;

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

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

SPECIAL DETAIL SERVICES FOR CITY EVENTS

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

BSO will provide special detail services for CITY sponsored events; however the District Chief, in his/her discretion, will determine whether the services can be provided through the on-duty staff assigned to the District or through a special detail. If in the District Chief's discretion, BSO is able to provide the required level of services with on-duty personnel within the District at the time of the event, the City will incur no additional costs associated with such services; however the CITY understands and acknowledges that the on-duty personnel may be called to an incident during the CITY sponsored event. For those City-Sponsored events in which the District Chief determines that BSO is unable to provide the required level of services with on-duty personnel within the District at the time of the event, BSO will provide the required level of services 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

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

- a. BSO shall provide, as needed, hazardous material response services equipped and trained to provide specialized response in case of an accidental spill or leak of hazardous materials or product.
- b. BSO shall provide air rescue services.
- c. BSO shall provide technical rescue services with specially equipped and trained personnel for above grade/high angle and below grade rescues.
- d. Any other services, excluding those indirect services listed, BSO normally provides to other fire rescue agencies throughout Broward County, whether they have a contract with BSO or not.

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

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

AUTOMATIC AID

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

ADDITIONAL SERVICES:

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

APPENDIX "A"

Current NFPA FIRE Response Performance Benchmark Guidelines

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

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

APPENDIX "B"

Current NFPA EMS Response Performance Benchmark Guidelines

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

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