

**RESOLUTION NO. 2008 - 086**

**A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, APPROVING AN AGREEMENT BETWEEN THE TOWN OF SOUTHWEST RANCHES AND THE SHERIFF OF BROWARD COUNTY FOR THE DELIVERY OF EMERGENCY MEDICAL, FIRE PROTECTION, AND FIRE PREVENTION SERVICES; AUTHORIZING THE MAYOR, TOWN ADMINISTRATOR AND TOWN ATTORNEY TO EXECUTE SAID AGREEMENT; AND PROVIDING AN EFFECTIVE DATE THEREFOR.**

**WHEREAS**, the Town of Southwest Ranches (TOWN) currently contracts with the Sheriff of Broward County (SHERIFF) for the provision Fire Protection and Emergency Medical Services in those areas of the TOWN west of SW 172 Avenue; and

**WHEREAS**, the Town of Southwest Ranches (TOWN) currently contracts with the Town of Davie (DAVIE) for the provision Fire Protection and Emergency Medical Services in those areas of the TOWN east of SW 172 Avenue; and

**WHEREAS**, the TOWN's agreement with SHERIFF allows for the agreement to be renewed upon mutual agreement of both parties; and

**WHEREAS**, SHERIFF has notified TOWN that Station 55, which is owned by the City of Weston, will not be available to service the Town as of October 1, 2008; and

**WHEREAS**, the TOWN's agreement with DAVIE is set to expire on September 30, 2008; and

**WHEREAS**, DAVIE has notified the TOWN that it can no longer provide service to the TOWN at the contracted rate; and

**WHEREAS**, in response to both notifications, the TOWN's Administrator initiated discussions with both service providers to determine how to provide the best coverage to TOWN in the most cost effective manner; and

**WHEREAS**, after reviewing both service providers' proposals, the TOWN's Administrator recommended that it was in the long-term best interest of TOWN to enter into an agreement with SHERIFF to provide Emergency Medical, Fire Protection, and Fire Prevention Services for the entire TOWN; and

**WHEREAS**, pursuant to Resolution No. 2008-059, passed on May 1, 2008, the TOWN approved SHERIFF as the sole provider for the delivery of Emergency Medical, Fire Protection, and Fire Prevention Service and authorized the TOWN Administrator and TOWN Attorney to enter into formal negotiations with SHERIFF and to bring back an agreement for the TOWN Council's approval; and

**WHEREAS**, TOWN and SHERIFF desire to enter into this Agreement to provide for the delivery of Emergency Medical, Fire Protection and Fire Prevention Services by SHERIFF to the TOWN and specify how such Emergency Medical, Fire Protection and Fire Prevention Services will be provided; and

**WHEREAS**, TOWN and SHERIFF have determined that it is mutually beneficial and in the best interest of the public to enter into this Agreement.

**NOW, THEREFORE, BE IT RESOLVED** by the Town Council of the Town of Southwest Ranches, Florida, as follows:

**Section 1.** The above recitals are true and correct and are incorporated herein by reference.

**Section 2.** The Town Council hereby approves the Agreement between TOWN and SHERIFF, in substantially the same form as that attached hereto as Exhibit "A".

**Section 3.** The Town Council hereby authorizes the Mayor, Town Administrator and Town Attorney to enter into the Agreement in substantially the same form as that attached hereto as Exhibit "A" and to make such modifications, additions and/or deletions which they deem necessary and proper to effectuate the intent of this Resolution.

**Section 4. Effective Date.** This Resolution shall become effective immediately upon its adoption.

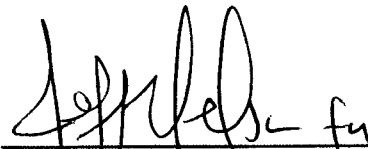
**[SIGNATURES ON FOLLOWING PAGE]**

**PASSED AND ADOPTED ON** this 24<sup>th</sup> day of July 2008, on a motion made by Council Member Steve Breitzkreuz and seconded by Council Member Aster Knight.

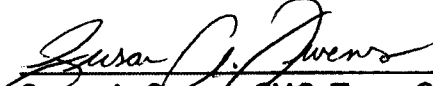
---

Fink	<u>Y</u>
Nelson	<u>Y</u>
Breitzkreuz	<u>Y</u>
Knight	<u>Y</u>
Maines	<u>Y</u>


Ayes	<u>5</u>
Nays	<u>0</u>
Absent	<u>0</u>
Abstaining	<u>0</u>

  
\_\_\_\_\_  
Mecca Fink, Mayor

ATTEST:

  
\_\_\_\_\_  
Susan A. Owens, CMC, Town Clerk

Approved as to Form and Correctness:

  
\_\_\_\_\_  
Gary A. Poliakov, J.D., Town Attorney

FTL\_DB: 1129878\_1

AGREEMENT

Between

SHERIFF OF BROWARD COUNTY

and

THE TOWN OF SOUTHWEST RANCHES

Providing for

DELIVERY OF EMERGENCY MEDICAL, FIRE PROTECTION AND

FIRE PREVENTION SERVICES

AGREEMENT  
Between  
SHERIFF OF BROWARD COUNTY  
and  
THE TOWN OF SOUTHWEST RANCHES  
Providing for  
DELIVERY OF EMERGENCY MEDICAL, FIRE PROTECTION AND FIRE PREVENTION  
SERVICES

This Agreement is made by and between the Sheriff of Broward County, Florida (hereinafter referred to as "SHERIFF"), and the TOWN OF SOUTHWEST RANCHES, a municipal corporation of the State of Florida (hereinafter referred to as "TOWN").

WHEREAS, SHERIFF and TOWN desire to enter into this Agreement to provide for the delivery of emergency medical, fire protection and fire prevention services by SHERIFF to the TOWN and specify how such emergency medical, fire protection and fire prevention services will be provided; and

WHEREAS, SHERIFF and TOWN have determined that it is mutually beneficial and in the best interest of the public to enter into this Agreement; NOW, THEREFORE,

IN CONSIDERATION of the mutual covenants, promises, terms and conditions set forth herein, and other good and valuable consideration, SHERIFF and TOWN do hereby agree as follows:

ARTICLE 1  
BACKGROUND PURPOSE AND INTENT

- 1.1 The above recitals are true and correct and are incorporated herein as if set forth in full hereunder.
- 1.2 It is the purpose and intent of this Agreement for SHERIFF and TOWN to provide for a means by which each governmental entity may exercise cooperatively its respective powers and privileges in order to further a common goal.
- 1.3 The TOWN and SHERIFF find the method of delivery of emergency medical, fire protection and fire prevention services set forth in this Agreement is in the best interest of the public and can best be accomplished through coordination of the provision of such services as set forth herein.

## ARTICLE 2

### DEFINITIONS AND IDENTIFICATIONS

- 2.1 **Agreement** means this document, Articles 1 through 26, inclusive. Other terms and conditions are included in the exhibits and documents that are expressly incorporated by reference.
- 2.2 **Effective Date** shall mean October 1, 2008.
- 2.3 **Emergency Medical Services (EMS)** – means those basic life support and advanced life support services defined in Section 401.23, Florida Statutes, as may be amended from time to time.
- 2.4 **Fire Prevention Services** shall mean fire prevention programs and activities including inspection services; plan review; development review; fire investigations; inspection and testing of fire hydrants and fire wells; public education; and enforcement of applicable Fire Codes.
- 2.5 **Fire Protection Services** – means all fire suppression calls hazardous conditions responses; and the management of all emergency equipment, emergency personnel and emergency incident scenes.
- 2.6 **Out of Service** – means the apparatus and/or personnel assigned to the geographic area are not available to respond to an emergency incident.
- 2.7 **Response Time** – means the elapsed time period from the time the unit receives dispatch from SHERIFF's CAD until the appropriate unit arrives on the scene of the incident as recorded in SHERIFF's CAD system.
- 2.8 **Service Area** – means the geographic area that includes all areas within the corporate limits of the Town of Southwest Ranches nearby unincorporated areas and the West Broward Area, as these areas may be amended from time to time.
- 2.9 **SHERIFF** shall mean the duly elected and qualified Sheriff of Broward County, Florida.
- 2.10 **TOWN** shall mean the Town of Southwest Ranches, a municipal corporation organized and existing under the laws of the State of Florida and located within the boundaries of Broward County, Florida.
- 2.11 **Town Administrator** shall mean the duly appointed and validly existing administrator of the TOWN. In the absence of the Town Administrator, the Assistant Town Administrator or person acting in the capacity of Town Administrator shall have the same authority as that of the Town Administrator.

- 2.12 **West Broward Area** –The unincorporated areas of western Broward that include Everglades Holiday Park and the nearby Everglades Conservation Area, Broward County Landfill, and the Broward Correctional Institution.

### ARTICLE 3

#### GENERAL TERMS AND CONDITIONS

- 3.1 SHERIFF and TOWN shall abide by and perform all of their respective obligations set forth herein.
- 3.2 SHERIFF and TOWN hereby recognize that SHERIFF, through its Department of Fire Rescue and Emergency Services, provides fire-rescue services throughout Broward County and those services, at SHERIFF's discretion, may be provided from facilities and with personnel and apparatus located within or outside the municipal boundaries of TOWN. Notwithstanding the provisions set forth herein, any apparatus that is owned by the TOWN or primarily assigned to the TOWN for purposes of providing the services contemplated herein will be stationed within the TOWN.
- 3.3 The SHERIFF and TOWN recognize and acknowledge that the SHERIFF will provide emergency medical and fire protection services to West Broward Area with the staff and equipment assigned to the TOWN.
- 3.4 In the event TOWN becomes dissatisfied with the performance of SHERIFF's personnel, TOWN shall provide notification to SHERIFF. Thereafter, representatives from TOWN and SHERIFF will meet to discuss possible remedies to resolve the applicable issues to the satisfaction of both parties.
- 3.5 SHERIFF agrees to provide an average response time for ALS/BLS transport units and ALS Fire Apparatus, staffed as set forth in Article 16, that is within one (1) minute of the average response time of all ALS and/or ALS fire apparatus transport units and/or ALS fire apparatus dispatched by SHERIFF's communications center. Said time from communication center call in until dispatch shall be the minimum amount reasonably necessary to dispatch the proper unit to the proper location. Response times shall be determined periodically, but in no event less than quarterly, from SHERIFF's computer-aided dispatch (CAD) system.
- 3.6 SHERIFF shall provide, under this Agreement, a liaison between SHERIFF and TOWN who shall function as a member of TOWN's staff with regard to fire-rescue issues and report to Town Administrator in that capacity. Upon request of TOWN, SHERIFF shall provide the assigned liaison to attend each regular and special meeting of the TOWN Council or TOWN staff meeting(s) when needed for the

purpose of facilitating the flow of information and communication between the administration of the TOWN and its residents with the SHERIFF.

#### ARTICLE 4

##### DELIVERY OF EMERGENCY MEDICAL SERVICES

- 4.1 SHERIFF shall provide emergency medical services to the Services Area with one (1) ALS rescue/transport vehicle, on a twenty-four (24) hour, seven (7) days a week basis during the term of this Agreement.
- 4.2 At all times during the term of this Agreement, the ALS rescue/transport vehicle will be staffed as follows:  
  
One (1) Company Officer (Paramedic)  
One (1) Firefighter Paramedic or Paramedic
- 4.3 The ALS rescue/transport vehicle will be stationed at the TOWN's fire station to primarily serve, on a first-alarm basis, the geographical area of the TOWN and West Broward Area and respond to the CITY of Weston pursuant to the automatic aid agreement described in Article 17 of this Agreement. Any calls outside of these response areas will be considered to be for mutual aid purposes in accordance with the Broward County Fire Chiefs Association's Mutual Aid Response Agreement.
- 4.4 SHERIFF possesses and shall maintain throughout the term of this Agreement a Class 1 – ALS Rescue Certificate of Public Convenience and Necessity ("CON") and an appropriate State of Florida license enabling SHERIFF 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.
- 4.5 SHERIFF shall provide emergency medical transportation for all patients requiring ALS/BLS transportation to an appropriate hospital emergency department.
- 4.6 The parties acknowledge and agree that SHERIFF 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 TOWN. SHERIFF agrees to return to TOWN all emergency medical services transport fees collected by SHERIFF for services provided within the Service Area less any third party fees for collection services.
- 4.7 Except for automatic/mutual aid responses, SHERIFF shall not utilize a third party provider for the provision of emergency medical services referenced in this Article without TOWN's advance written approval; provided that SHERIFF may utilize the services of third parties without TOWN's advance written approval in instances of mass casualties where, in SHERIFF's sole determination, the circumstances are



such that the services required are beyond the response capacity of SHERIFF and TOWN.

## ARTICLE 5

### DELIVERY OF FIRE PROTECTION SERVICES

- 5.1 SHERIFF shall provide fire protection services to the Service Area with one (1) fire apparatus/ALS first responder engine, on a twenty-four (24) hour, seven (7) day a week basis during the term of this Agreement.
- 5.2 At all times during the term of this Agreement, the fire apparatus/ALS first responder engine will be staffed as follows:
- One company officer (lieutenant or captain)
  - One driver engineer
  - One firefighter/EMT or Firefighter Paramedic
- At least one (1) of the members will be cross-trained firefighter/paramedics.)
- 5.3 The fire apparatus/ALS first responder engine will be stationed at the TOWN's fire station to primarily serve, on a first-alarm basis, the geographical area of the TOWN and West Broward Area and respond to the CITY of Weston pursuant to the automatic aid agreement described in Article 17 of this Agreement. Any calls outside of these response areas will be considered to be for mutual aid purposes in accordance with the Broward County Fire Chiefs Association's Mutual Aid Response Agreement.
- 5.4 Except for fire protection services provided by the Volunteers and automatic/mutual aid responses, SHERIFF shall not utilize a third party provider for the provision of fire protection services without TOWN's advance written approval; provided that SHERIFF may utilize the services of third parties without TOWN's advance written approval in instances of mass casualties where, in SHERIFF's sole determination, the circumstances are such that the services required are beyond the response capacity of SHERIFF and TOWN.

## ARTICLE 6

### FIRE PREVENTION SERVICES

- 6.1 SHERIFF, through properly certified personnel consistent with all applicable laws and codes, shall provide fire prevention services including the following:

- a. Annual Inspections of every non-residential establishment within the TOWN. SHERIFF shall provide the TOWN with records of such inspections within a week of completion of the inspection work;
- b. Plan review;
- c. Development review;
- d. Inspection of fire hydrants and fire wells within the TOWN at a minimum of twice per year with such inspections occurring no less than four (4) months apart. SHERIFF shall provide TOWN with records of such inspections upon completion of each six (6) month inspection/testing period. SHERIFF shall report to TOWN, in writing, any hydrants or wells requiring maintenance or repairs, along with any recommended locations for additional hydrants or wells.

The TOWN shall be responsible for the cost of any additional or replacement wells along with the cost of any maintenance and repairs to any and all fire wells within the TOWN; and

- e. Public education programs, through personnel assigned to the TOWN, designed to reduce the risk of property damage, personal injury, or loss of life from fire.
- 6.2 SHERIFF's Fire Marshal or designee, shall be deemed to be the Chief Fire Code Official for the TOWN as required by the Florida Fire Prevention Code and the Broward County Local Fire Code amendments and will be assisted by Fire Inspectors as needed. The TOWN agrees to take all reasonable action to ensure that SHERIFF's Fire Marshal or designee, and its fire inspectors, are lawfully empowered to enforce the Florida Fire Prevention Code and the Broward County Local Fire Code Amendments within the TOWN.
- 6.3 The parties acknowledge and agree that the TOWN 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 TOWN.
- 6.4 Sheriff may subcontract well testing services to qualified subcontractors.

## ARTICLE 7

### COMMUNICATIONS

- 7.1 SHERIFF shall provide TOWN with full fire and emergency medical dispatching services via its Regional Fire Rescue Communications Center in the same manner said services are provided to other cities within the SHERIFF's Regional Fire Rescue Communications System.
- 7.2 Communications equipment will be maintained pursuant to the terms and conditions set forth in Article 14 of this Agreement.

## ARTICLE 8

### SPECIALIZED SERVICES

- 8.1 SHERIFF shall provide the following specialized services, consistent with service levels SHERIFF concurrently renders to other agencies and municipalities, without additional cost to the TOWN:
  - a. SHERIFF shall provide, as needed, hazardous material response services equipped and trained personnel to provide specialized response in case of an accidental spill or leak of hazardous materials or product.
  - b. SHERIFF shall provide air rescue services.
  - c. SHERIFF shall provide technical rescue services with specially equipped and trained personnel for above grade/high angle and below grade rescues.
  - d. SHERIFF shall provide fire investigation services, including arson investigation assistance.
  - e. All other specialized services that SHERIFF generally renders to other agencies or municipalities throughout Broward County.
- 8.2 SHERIFF shall provide assistance in obtaining emergency preparedness grants and shall also provide assistance in emergency management issues.

## ARTICLE 9

### VOLUNTEERS

- 9.1 The SHERIFF and TOWN will work cooperatively and in good faith to reach an agreement with the Southwest Ranches Volunteer Fire Rescue, Inc. ("Volunteers") regarding the Volunteers' role in providing fire protection services for the TOWN.
- 9.2 The Sheriff has provided the Volunteers with the equipment specifically described in Exhibit A for the Volunteer's use in providing the level of services agreed upon by the Volunteers, TOWN and SHERIFF pursuant to this Article 9. Upon the expiration or termination of this Agreement or the Volunteer agreement described in Article 9.1, SHERIFF may request that the Volunteers return all SHERIFF-owned equipment as set forth in the Volunteer agreement and said requirement may be contained within the Volunteer agreement.

## ARTICLE 10

### SPECIAL DETAILS

- 10.1 General Provisions. SHERIFF shall provide fire rescue personnel to support both TOWN Sponsored Events and Non-TOWN Sponsored Events occurring within the TOWN in accordance with SHERIFF's Special Details Policies and Procedures. SHERIFF shall cooperate with the TOWN and follow TOWN procedures in the permitting of such special events. The TOWN agrees to authorize SHERIFF to act as the public safety representative for the TOWN in the permitting of special events.
- 10.2 TOWN Sponsored Events. SHERIFF will provide fire rescue personnel, including on-duty personnel as agreed upon by the SHERIFF and TOWN, for TOWN Sponsored Events, limited to no more than six (6) TOWN sponsored events per calendar year.
- 10.3 Non-TOWN Sponsored Events. The number of fire rescue personnel to be dedicated or assigned to an event shall be worked out between SHERIFF and the non-TOWN sponsoring agency, and all costs for such detail services shall be borne by the sponsoring agency and not the TOWN.
- 10.4 Unless agreed in writing by the Town prior to the sponsored event, all Special Details shall be off-duty personnel.

## ARTICLE 11

### MEDICAL DIRECTION

SHERIFF presently has and shall provide throughout the term of this Agreement a Medical Director as required by Chapter 401, Florida Statutes, and shall utilize the medical treatment protocols of SHERIFF's Medical Director.

## ARTICLE 12

### CONTROL OF FIRE, EMERGENCY OR DISASTER SCENE

SHERIFF shall have command of all fire rescue and emergency services incidents occurring in the Service Area.

## ARTICLE 13

### VEHICLE

13.1 On the Effective Date of this Agreement, the SHERIFF will assign the following vehicles to the TOWN to be used by SHERIFF to provide emergency medical and fire protection services to the TOWN:

- a. One (1) ALS Fire Apparatus with a 2,500 gallon water capacity
- b. One (1) ALS Rescue Unit International Medium Duty Ambulance

Otherwise, the SHERIFF shall not be responsible for the purchase of any vehicle(s) and any costs associated with ownership of such vehicles, unless otherwise provided herein

The TOWN, at its cost, shall be responsible for the replacement of all vehicles and the purchase of any other vehicles needed to provide the services contemplated herein. The vehicles purchase by the TOWN will be titled in the name of the TOWN and at the TOWN's sole discretion, may be leased to the SHERIFF for \$10.00 a year under mutually agreeable Lease terms. The TOWN shall be responsible for the cost of insuring such vehicles, which may be a reimbursement to SHERIFF for the SHERIFF's actual cost of insuring same.

- 13.2 The TOWN and SHERIFF shall work cooperatively and in good faith to develop a mutually agreeable vehicle replacement schedule along with the specifications that meet the requirements of the SHERIFF to provide emergency medical, fire protection and fire prevention services to the TOWN. Once a vehicle has reached the end of its mutually agreed upon estimated useful life as determined by the vehicle replacement schedule, the TOWN shall replace such vehicle at the TOWN's expense.

In the event the SHERIFF determines at any time that a vehicle must be replaced due to safety concerns, the SHERIFF shall notify the Town Administrator in writing. Upon receipt of such notice, the TOWN will work cooperatively and in good faith with the SHERIFF to purchase a replacement vehicle in a timely manner.

- 13.3 Upon delivery of any vehicle purchased by the TOWN as set forth herein, the SHERIFF shall execute an acknowledgment, confirming that such vehicle was delivered and accepted in good working condition. Upon such execution, the SHERIFF shall be responsible for the maintenance of such vehicles.
- 13.4 When any of the above described vehicles are replaced, the SHERIFF shall evaluate the vehicle to determine whether it is a suitable back-up vehicle. In the event that it is determined to be suitable, the vehicle will continue to be used within the TOWN as a back-up as long as it remains suitable, as determined in the SHERIFF's sole discretion, or a more suitable back-up vehicle becomes available through the replacement process within the TOWN. In the event that a vehicle is determined to not be suitable as a back-up, the title owner of the vehicle shall determine the appropriate disposition of such vehicle.
- 13.5 The SHERIFF will maintain the vehicles in accordance to the vehicle manufacturer's specifications and recommendations. The SHERIFF will retain the vehicle maintenance records.
- 13.6 The SHERIFF shall be responsible for equipping the vehicles with all necessary equipment, as determined by SHERIFF, for emergency medical services and fire protection services, including communication devices and shall be responsible for the maintenance of such equipment. Any fixtures attached to the vehicles shall become the property of the title owner of such vehicle.
- 13.7 SHERIFF agrees to provide temporary replacement EMS or fire suppression vehicles in the event that a vehicle normally responding within the TOWN becomes inoperable, or requires maintenance services or is "out of service." When it is apparent that a unit(s) normally responding into the Service Area will be engaged in activities for an extended period, backup equipment and personnel will be dispatched to provide supplemental coverage.

## ARTICLE 14

### FIRE STATION

14.1 The TOWN shall provide a fire station with housing for SHERIFF's ALS rescue and fire suppression units and personnel that meets with the approval of the TOWN and the SHERIFF. The parties understand and acknowledge that the TOWN is in the planning process for the construction of a Public Safety Facility, which will include a new fire station. Upon its completion, SHERIFF's personnel and fire/rescue units will move into the new fire station. The TOWN will include the SHERIFF in the planning and construction phases of the fire station to assist the TOWN with the fire station specifications. In recognition of the need for a permanent fire station, the TOWN will act with due diligence to complete the approval process and construction of such fire station.

14.2 On or before October 1, 2008, the SHERIFF will provide the TOWN with two (2) modular structures to be temporarily used by the TOWN as the TOWN's fire station until the completion of the permanent fire station. These modular structures shall be deemed to meet the approval of the SHERIFF as described in paragraph 14.1 above.

After the completion of the permanent fire station the TOWN will be entitled to use the modular structures, in its sole discretion, as long as the SHERIFF is the provider of fire suppression, emergency medical and fire prevention services for the TOWN. The TOWN, at its cost, shall be responsible for relocating the modular structures from their existing site to the TOWN site; the preparation of the foundation; placement of the modular structures on the foundation; connection of all necessary utilities; and all other work necessary for the structures to be operational as a fire station. The TOWN will ensure that no liens or encumbrance are placed on the modular structures during the period of time the structures are used by the TOWN.

14.3 Except for the equipment provided by SHERIFF pursuant to Article 15, the TOWN, at its cost, will be responsible for providing all basic furnishings and equipment needed for the TOWN fire station. The TOWN, at its cost will be responsible for the maintenance and capital replacement of all such basic furnishings and equipment.

14.4 The TOWN will relocate apparatus canopy(s) provided by SHERIFF to the temporary fire station.

14.5 All janitorial, maintenance and repair services for the interior and exterior of the fire station shall be supplied by the TOWN which shall include, but not be limited to, lawn maintenance, maintaining the roof, lighting, walls, foundations, sidewalks, carpet, paint, ceilings, doors, windows, sprinkler and hot water systems, heating systems, air conditioning systems, plumbing, wiring, electrical fixtures, kitchen

equipment (i.e. ice maker, stove, refrigerator), washer/dryer, all other equipment necessary to house the Fire Rescue personnel assigned to the TOWN, and all other structural components, leasehold improvements, and fixtures, except for fixtures that the SHERIFF provides even though the SHERIFF is not obligated to provide fixtures other than those included within the modular structure. TOWN further agrees to maintain in good repair the parking area and all common areas. TOWN shall also make any repairs necessitated by water seepage or by other causes not under SHERIFF's control. TOWN shall also make all repairs or changes which may be necessary to make the fire station and the use herein contemplated comply with applicable laws, ordinances, orders or regulations of any federal, state, county or TOWN's authority now in effect unless specifically exempted therefrom.

- 14.6 Except for telephone services, the TOWN shall provide SHERIFF with all utility services required for the fire station, which shall include, but not be limited to, electric, water, and trash collection. TOWN will also provide all exterior maintenance (i.e. lawn services) and pest control for the fire station.

## ARTICLE 15

### EQUIPMENT

The SHERIFF will provide the equipment specifically described in Exhibit B, which is attached and incorporated herein. The equipment will be used exclusively within the TOWN, except as otherwise stated herein. The TOWN shall be responsible for the annual capital replacement cost of the equipment provided by the SHERIFF pursuant to this Article 15 of the Agreement in accordance with the replacement schedule included in Exhibit B. This annual cost will be paid by the TOWN to SHERIFF on or before October 15<sup>th</sup> of each fiscal year. In the event of termination or upon the expiration of the contractual relationship between the SHERIFF and the TOWN for fire rescue services, the equipment permanently assigned to the TOWN, excluding the two (2) vehicles described in Article 13.1, shall be transferred from the SHERIFF to the TOWN free of all liens and encumbrances, at no additional cost to the TOWN. The two (2) vehicles described in Article 13.1 shall remain in the ownership of the SHERIFF.



## ARTICLE 16

### STAFFING

- 16.1 At all times during the term of this Agreement on a twenty-four (24) hours per day, seven (7) days per week basis, the one (1) fire apparatus/ALS first responder engine vehicle will be staffed as follows:

One company officer (lieutenant or captain)  
One driver engineer  
One firefighter/EMT or Firefighter Paramedic

At least one (1) of the members will be a cross-trained firefighter/paramedics.

- 16.2 At all times during the term of this Agreement on a twenty-four (24) hours per day, seven (7) days per week basis, the one (1) standard ALS rescue/transport vehicle will be staffed as follows:

One (1) Company Officer (Paramedic)  
One (1) Firefighter Paramedic or Paramedic

## ARTICLE 17

### AUTOMATIC AID

The SHERIFF and TOWN will work diligently, cooperatively and in good faith to reach an agreement with the City of Weston for automatic aid between the TOWN and the City of Weston for emergency medical and fire protection services. Upon execution of the automatic aid agreement, it shall be attached as Exhibit C and incorporated herein. If said automatic aid agreement is not executed by all parties within a reasonable time, notwithstanding any provision to the contrary herein, the TOWN may terminate this Agreement upon providing thirty (30) days written notice.

## ARTICLE 18

### WEST BROWARD AREA

- 18.1 SHERIFF will provide emergency medical and fire protection services to the West Broward Area, as defined in Section 2.11 of this Agreement, with the personnel and apparatus assigned to the TOWN's fire station.
- 18.2 The TOWN will receive the Broward County approved per call rate for each call that the SHERIFF responds to the West Broward Area with the personnel and apparatus assigned to the Town's fire station. The Broward County approved rate on the Effective Date of this Agreement is one thousand dollars (\$1,000.00) per

call. In the event Broward County approves a higher per call rate, the TOWN shall be entitled to such rate for calls in which the SHERIFF responds to the West Broward Area with personnel and apparatus assigned to the Town's fire station. The aggregate monthly amount that the TOWN is entitled to pursuant to the provisions of this Article 18.2 shall be credited against the consideration payable by the TOWN to SHERIFF for the subsequent month.

## ARTICLE 19

### CONSIDERATION

- 19.1 The TOWN agrees to pay SHERIFF, in consideration for the services described herein for fiscal year 2009, two hundred ninety nine thousand two hundred seventy five and 30/100 dollars (\$299,275.30) per month payable on the first of each month.
- 19.2 Pursuant to Broward County policy direction, the parties recognize and acknowledge that the consideration for fiscal year 2009 includes an estimated amount of three thousand dollars (\$3,000) per employee for post employment benefits and one (1) thousand dollars (\$1,000) per employee for indirect costs. The parties further recognize and acknowledge that the SHERIFF is in the process of having a cost allocation study for indirect costs and an actuarial study for post retirement benefits completed. In the event that the studies reveal an aggregate per employee cost that is different from the \$4,000 (\$3,000 + \$1,000) set forth above, the consideration for fiscal year 2010 will be adjusted to account for such difference if the adjustment is equal to or less than \$1,000 per employee. The adjustment can be an increase or decrease as applicable. If the difference is more than \$1,000 per employee, the adjustment is subject to re-negotiation, in which case both parties will renegotiate in good faith. If an adjustment is required pursuant to the provisions of this Article, the adjustment will be shown in the Base Consideration, but shall only be subject to the actual cost of said adjustment.
- 19.3 For each fiscal year thereafter following the fiscal year ending September 30, 2009, the Base Consideration due from the TOWN to SHERIFF for emergency medical, fire protection and fire prevention services pursuant to this Agreement shall be determined by adding the following:
  - a. Sheriff's budgeted costs for items other than health insurance, workers compensation premiums and pension contributions, but in no event will the increase be more than 5% over the budgeted costs for the same items in the preceding year.
  - b. Sheriff's budgeted costs for workers compensation premiums and pension contributions, which will be based upon projected costs. The projected cost of these items will be supported with third party documentation.

- c. Sheriff's budgeted costs for health insurance which will be based upon projected costs, but in no event will the increase be more than 9% over the budgeted costs in the preceding year.
- d. The annual capital replacement cost of the SHERIFF's equipment assigned to the TOWN as set forth in Exhibit B, which is attached and incorporated herein. This annual cost will be payable by the TOWN to SHERIFF on or before October 15<sup>th</sup> of each fiscal year. Notwithstanding anything to the contrary contained herein, Exhibit B may be modified informally upon mutual written agreement of the CITY and SHERIFF or upon written notification by the SHERIFF that a replacement is necessary for safety purposes as determined in the sole discretion of SHERIFF.
- e. In the event that any of the aforementioned costs are decreased, the savings shall be passed on to the TOWN.

19.4 Fees and Revenues:

- a. The parties acknowledge and agree that SHERIFF may invoice, collect, and retain all revenues from those companies or persons directly receiving hazardous materials mitigation services or technical rescue services.
  - b. SHERIFF shall be entitled to retain fees, in accordance with Article 10, for: (a) non-TOWN sponsored events (b) Emergency Medical Services Standby Services; (c) Fire Protection Standby Services; (d) Fire Prevention Standby Services; (e) Non-TOWN Special Event Permits; and (f) After Hour Inspection Services.
- 19.5 TOWN agrees to take all action necessary to insure that SHERIFF is lawfully empowered to invoice and collect fees described above with the exception of Section 6.3 , which is collected by the TOWN.
- 19.6 TOWN agrees to pay for the services provided under this Agreement. TOWN shall be obligated to pay for the services from any or all legal revenue sources available to it or which may be made available to it.
- 19.7 In the event that additional development occurs within the service area that requires SHERIFF to provide additional personnel, equipment or other resources, TOWN agrees to negotiate in good faith an amount of compensation to be paid to SHERIFF for those additional resources.

## ARTICLE 20

### REPORTING

SHERIFF will provide the Town Administrator with a monthly report addressing the status and activities of SHERIFF's emergency medical, fire protection and fire prevention services to the TOWN pursuant to this Agreement. Such report shall contain, at a minimum, the following: time call received by SHERIFF's Fire Rescue Communications Center, time of dispatch, identification of units dispatched, classification of call, time en route, and time of arrival.

## ARTICLE 21

### TERM OF AGREEMENT

- 21.1 This Agreement shall commence on October 1, 2008, and shall continue for an initial term of five (5) years ending on September 30, 2013. Thereafter, this Agreement may be renewed for successive five (5) year periods upon mutual written agreement of the TOWN and SHERIFF.
- 21.2 This Agreement may be terminated only as provided for herein unless otherwise agreed upon in writing by the parties.

## ARTICLE 22

### TERMINATION

- 22.1 Notwithstanding any other provisions of this Agreement, this Agreement may be terminated by either party for convenience upon providing the other party with nine (9) months written notice as provided for herein.
- 22.2 In the event that either party hereto materially defaults in the performance of any of its duties or obligations hereunder and does not substantially cure such default within thirty (30) days after being given written notice specifying the default ("cure period"), then the party not in default may, by giving at least thirty (30) days written notice after the cure period to the defaulting party, terminate this Agreement as of a date specified in such notice of termination.
- 22.3 In the event of termination or expiration of this Agreement, SHERIFF and TOWN shall cooperate in good faith in order to effectuate a smooth and harmonious transition from SHERIFF to a TOWN fire department, which is operated by the TOWN or pursuant to a contract with a third party provider, and to maintain during such period of transition the same high quality of fire rescue services as contemplated by this Agreement.

- 22.4 The parties agree that upon any termination or expiration of this Agreement, the TOWN may consider SHERIFF personnel who may be displaced by such termination or expiration for positions within its municipality.

## ARTICLE 23

### DEFAULT

If SHERIFF or TOWN fails to perform or observe any of the material terms and conditions of this Agreement for a period of thirty (30) calendar days after receipt of written notice of such default from the other party except for failure to pay which will be forty-five (45) calendar days after receipt of written notice, the party giving notice of default may be entitled, but is not required, to seek performance of this Agreement on an expedited basis, as the performance of the material terms and conditions contained herein relate to the health, safety, and welfare of the residents subject to this Agreement. The parties acknowledge that money damages or other legally available remedies may be inadequate for the failure to perform, and that the party giving notice is entitled to obtain an order requiring specific performance by the other party. This Article shall be without prejudice to the rights of any party to seek a legal remedy for any breach of the other party as may be available to it in law or equity.

In the event the TOWN fails to pay within the above stated forty-five (45) day period, SHERIFF shall be entitled to the remedies provided under the Florida Prompt Payment Act or shall be entitled to terminate this Agreement upon thirty (30) days prior written notice of such termination.

## ARTICLE 24

### INSURANCE

- 24.1 SHERIFF shall maintain a qualified self-insurance program within the limits specified in Florida Statute 768.28, and shall name the TOWN as an additional insured for purposes of the services provided by the SHERIFF pursuant to this Agreement. SHERIFF's self-insurance program provides general and automobile liability, workers compensation and employer's liability insurance. SHERIFF agrees to provide TOWN with a Certificate of Insurance evidencing said program. In the event the program is modified during the term of this Agreement, SHERIFF shall provide TOWN with at least thirty (30) calendar days prior written notice.
- 24.2 TOWN 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 TOWN to adequately insure TOWN's liability assumed herein, but in no event shall such insurance be less than the statutory waiver of sovereign immunity. In the event such insurance is modified, in any regard,

before the expiration of this Agreement, TOWN will provide at least thirty (30) day's prior written notice to SHERIFF.

- 24.3 TOWN and SHERIFF shall each independently maintain throughout the term of this Agreement any and all applicable insurance required by Florida law for governmental entities and each shall furnish to the other party written verification of such insurance prior to final execution of this Agreement.

## ARTICLE 25

### LIABILITY

- 25.1 The TOWN and the SHERIFF shall each be separately liable and responsible for the actions of their respective officers, agents and employees in the performance of their respective obligations under this Agreement.
- 25.2 To the extent permitted by law, the TOWN shall indemnify, defend, and hold the SHERIFF, 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 the TOWN, its employees, agents, or servants and the TOWN shall indemnify the SHERIFF, its officials, agents, servants and employees, for damages, judgments, claims, costs, expenses, including reasonable attorney's fees, which the SHERIFF, its officials, agents, servants and employees, might suffer in connection with or as a result of the intentional or negligent acts of the TOWN, its employees, agents, or servants. For purposes of this provision, the TOWN's employees shall not be deemed agents or servants of the SHERIFF and the SHERIFF's employees shall not be deemed agents or servants of the TOWN. The TOWN 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.
- 25.3 To the extent permitted by law, the SHERIFF shall indemnify, defend, and hold the TOWN, 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 the SHERIFF, its employees, agents, servants and the SHERIFF shall indemnify the TOWN, its officials, agents, servants and employees, for damages, judgments, claims, costs, expenses, including reasonable attorney's fees, which the TOWN, its officials, agents, servants and employees, might suffer in connection with or as a result of the intentional or negligent acts of the SHERIFF, its employees, agents, or servants. For purposes of this provision, the TOWN's employees shall not be deemed agents or servants of the SHERIFF and the SHERIFF's employees shall

not be deemed agents or servants of the TOWN. The SHERIFF 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.

## ARTICLE 26

### MISCELLANEOUS

- 26.1 Joint Preparation: The preparation of this Agreement has been a joint effort of the parties hereto and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other.
- 26.2 Merger: This Agreement incorporates and includes all prior negotiations, correspondence, agreements or understandings applicable to the matters contained herein; and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, the parties agree that no deviation from the terms hereof shall be predicated upon any prior representations or agreements whether oral or written. It is further agreed that no change, amendment, alteration or modification in the terms and conditions contained herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith by all parties to this Agreement.
- 26.3 Assignment: The respective obligations of the parties set forth herein shall not be assigned, or subcontracted in whole or in part, without the written consent of the other party.
- 26.4 Records and Audit: TOWN and SHERIFF shall each maintain their own respective records and documents associated with this Agreement in accordance with the requirements for records retention set forth in Chapter 119, Florida Statutes. Each party shall have the right to audit the books, records, and accounts of the other that are related to this Agreement including, but not limited to those relating to, costs, revenues and special assessments. In addition, each party shall keep such books, records, and accounts as may be necessary in order to record complete and correct entries related to this Agreement. Each party shall preserve and make available, at reasonable times for examination and audit by the other, all financial records, supporting documents, statistical records, and any other documents pertinent to this Agreement. If an audit has been initiated and audit findings have not been resolved, the books, records, and accounts shall be retained until resolution of the audit findings. No confidentiality or non-disclosure requirement of either federal or state law shall be violated by either party.

- 26.5 Contract Administrators: The Contract Administrators for this Agreement are the Department of Fire Rescue and Emergency Services, Executive Director or designee for SHERIFF, and TOWN's Town Administrator or designee for TOWN. In the implementation of the terms and conditions of this Agreement, as contrasted with matters of policy, all parties may rely upon instructions or determinations made by the respective Contract Administrators.
- 26.6 Recordation/Filing: The SHERIFF is hereby authorized and directed after approval of this Agreement by the governing body of TOWN and SHERIFF and the execution thereof by the duly qualified and authorized officers of each of the parties hereto, to file this Agreement with the Clerk of Broward County, Florida, as required by Section 163.01(11), Florida Statutes.
- 26.7 Governing Law and Venue: This Agreement shall be governed, construed and controlled according to the laws of the State of Florida without regard to its conflict of laws provisions. Any claim, objection or dispute arising out of the terms of this Agreement shall be litigated in the Seventeenth Judicial Circuit in and for Broward County, Florida.
- 26.8 Severability: In the event a portion of this Agreement is found by a court of competent jurisdiction to be invalid, the remaining provisions shall continue to be effective unless TOWN or SHERIFF elects to terminate this Agreement. An election to terminate this Agreement based upon this provision shall be made within seven (7) days after the court determination becomes final. For the purposes of this section, "final" shall mean the expiration of time within which to file an appeal or the conclusion of any appellate proceeding and the granting of an order. In such an event, TOWN and SHERIFF agree to cooperate fully with the other to effectuate a smooth transition of services.
- 26.9 Notices: Whenever either party desires to give notice to the other, such notice must be in writing and sent by United States mail, return receipt requested, courier, evidenced by a delivery receipt or by any overnight express delivery service addressed to the party for whom it is intended at the place last specified; and the place for giving of notice shall remain such until it shall have been changed by written notice in compliance with the provisions of this paragraph. For the present, the parties designate the following as the respective places for giving of notice. Notice shall be effective upon delivery.

FOR SHERIFF:

Fire Chief  
Broward Sheriff's Office  
Fire Rescue and Emergency Services  
2601 W. Broward Boulevard  
Fort Lauderdale, FL 33312

FOR TOWN:

Town Administrator  
Town of Southwest Ranches  
6589 SW 160<sup>th</sup> Avenue  
Southwest Ranches, FL 33331



with a copy to:

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

with a copy to:

Gary A. Poliakoff, J.D.  
Town Attorney  
Becker and Poliakoff, P.A.  
3111 Stirling Road  
Fort Lauderdale, FL 33312

- 26.10 Nondiscrimination: TOWN's and SHERIFF's decisions regarding the delivery of services under this Agreement shall be made without regard to or consideration of race, age, religion, color, gender, sexual orientation (Broward County Code, Chapter 16 ½ ), national origin, marital status, physical or mental disability, political affiliation, or any other factor which cannot be lawfully used as a basis for service delivery.
- 26.11 Third Party Beneficiaries: Neither TOWN nor SHERIFF intended that any person shall have a cause of action against either of them as a third party beneficiary under this Agreement. Therefore, the parties agree that there are no third party beneficiaries to this Agreement and that no third party shall be entitled to assert a claim against either of them based upon this Agreement. The parties expressly acknowledge that it is not their intent to create any rights or obligations in any third person or entity under this Agreement.
- 26.12 Performance: TOWN and SHERIFF represent that all persons performing the services required under this Agreement have the knowledge and skills, either by training, experience, education, or a combination thereof, to adequately and competently perform the duties, obligations, and services set forth herein in a skillful and respectable manner.
- 26.13 Materiality and Waiver of Breach: SHERIFF and TOWN agree that each requirement, duty, and obligation set forth herein is substantial and important to the formation of this Agreement and, therefore, is a material term hereof.
- Either party's failure to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement. A waiver of any breach of a provision of this Agreement shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of the terms of this Agreement.
- 26.14 Compliance with Laws: The parties shall comply with all federal, state, and local laws, codes, ordinances, rules, and regulations in performing its duties, responsibilities, and obligations pursuant to this Agreement.
- 26.15 Priority of Provisions: If there is a conflict or inconsistency between any term, statement, requirement, or provision of any exhibit attached hereto, any document or events referred to herein, or any document incorporated into this Agreement by

reference and a term, statement, requirement, or provision of this Agreement, the term, statement, requirement, or provision contained in Articles 1 through 26 of this Agreement shall prevail and be given effect.

- 26.16 Amendments: Except as expressly authorized in this Agreement, no modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document prepared with the same or similar formality as this Agreement and executed by SHERIFF and TOWN.
- 26.17 Conflicts: Neither party nor its employees shall have or hold any continuing or frequently recurring employment or contractual relationship that is substantially antagonistic or incompatible with that party's loyal and conscientious exercise of judgment related to its performance under this Agreement.
- 26.18 Independent Contractor: TOWN and SHERIFF are independent contractors under this Agreement. Services provided by the parties shall be by employees, agents, or approved subcontractors of the respective party and subject to supervision by that party. In providing such services, neither TOWN's nor SHERIFF's officers, employees, agents or approved subcontractors shall act as officers, employees, or agents of the other party. This Agreement shall not constitute or make the parties a partnership or joint venture. Personnel policy, tax responsibilities, social security, health insurance, employee benefits, travel, per diem policy, purchasing policies and any other similar administrative procedures applicable to services rendered under this Agreement shall be those of the respective party.
- 26.19 Termination of Prior Agreement: That certain Agreement between the parties for the provision of emergency medical, fire protection and fire prevention services, as amended by the parties, shall be deemed terminated and of no further force and effect upon the execution of this Agreement by the parties.
- 26.20 Multiple Originals: This Agreement may be fully executed in five (5) copies by all parties, each of which, bearing original signatures, shall have the force and effect of an original document.

**AGREEMENT BETWEEN THE SHERIFF OF BROWARD COUNTY AND TOWN OF  
SOUTHWEST RANCHES PROVIDING FOR DELIVERY OF EMERGENCY MEDICAL,  
FIRE PROTECTION AND FIRE PREVENTION SERVICES**

IN WITNESS WHEREOF, the parties have made and executed this Agreement on the respective dates under each signature: BROWARD SHERIFF'S OFFICE through the Sheriff, and TOWN OF SOUTHWEST RANCHES, signing by and through its Mayor, duly authorized to execute same by Council action on the 24<sup>th</sup> day of July, 2008.

**SHERIFF**

By \_\_\_\_\_  
AL LAMBERTI, Sheriff

\_\_\_\_\_ day of \_\_\_\_\_, 2008.

Approved as to form:

By \_\_\_\_\_  
JUDITH LEVINE  
General Counsel

**AGREEMENT BETWEEN THE SHERIFF OF BROWARD COUNTY AND TOWN OF  
SOUTHWEST RANCHES PROVIDING FOR DELIVERY OF EMERGENCY MEDICAL,  
FIRE PROTECTION AND FIRE PREVENTION SERVICES**

---

**TOWN**

TOWN OF SOUTHWEST RANCHES

By \_\_\_\_\_  
Mecca Fink, Mayor

\_\_\_\_\_ day of \_\_\_\_\_, 2008.

WITNESSES:

\_\_\_\_\_

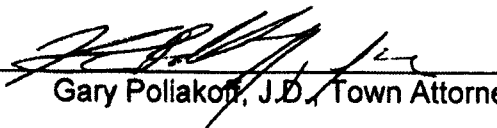
\_\_\_\_\_

ATTEST:

\_\_\_\_\_  
Town Clerk

By \_\_\_\_\_  
Christopher J. Russo,  
Town Administrator

APPROVED AS TO FORM:

By   
Gary Pollakoff, J.D., Town Attorney

(CORPORATE SEAL)

**Exhibit A**  
**Equipment to Volunteers**

**FIRE STATION# 82 - (LOC:# 721)**

Station	Tag #	Descr	Qty	Serial ID	Auth. Name	Acq Date	Amount
Missing	A034703	EXTRACTOR - EQUIPMENT					
	A034732	EXTRACTOR - EQUIPMENT	HONDA		PEND DISP.	10/1/2003	0.010
	A035522	PUMP			PEND DISP.	10/1/2003	0.010
	A035523	PUMP			UNIT # 3250	10/1/2003	697.000
	A036021	EXTRACTOR - EQUIPMENT			OUTSIDE UNDER TRAILER	10/1/2003	0.010
	A036022	OSCILLATING FAN			PEND DISP.	10/1/2003	0.010
	A036023	GENERATOR			UNIT #7880	10/1/2003	0.010
	A036028	DEFIBRILLATOR MACH.			VEHICLE # 7880	10/1/2003	0.010
	A036029	EXTRACTOR - EQUIPMENT	HONDA		TRAILER	10/1/2003	137.000
	A036030	EXTRACTOR - EQUIPMENT			PEND DISP.	10/1/2003	0.010
	A036031	EXTRACTOR - EQUIPMENT			PEND DISP.	10/1/2003	0.010
	A036032	EXTRACTOR - EQUIPMENT			PEND DISP.	10/1/2003	0.010
	A036033	EXTRACTOR - EQUIPMENT			PEND DISP.	10/1/2003	0.010
	A036034	SAW			PEND DISP.	10/1/2003	0.010
	A036035	PUMP			TRAILER	10/1/2003	0.010
	A036036	EXTRACTOR - EQUIPMENT			OUTSIDE UNDER TRAILER	10/1/2003	0.010
	A036037	SAW			PEND DISP.	10/1/2003	0.010
Missing	A034961	PORTABLE RADIO	MOTOROLA		VEHICLE # 7880	10/1/2003	0.010
	A035051	PORTABLE RADIO	MOTOROLA		ST 82		
	A035059	PORTABLE RADIO	MOTOROLA		E 82		
	A035096	PORTABLE RADIO	MOTOROLA		ST 82		
	A035274	PORTABLE RADIO	MOTOROLA		E 82		
	A035286	PORTABLE RADIO	MOTOROLA		ST 82		
	A035519	PORTABLE RADIO	MOTOROLA		ST 82		
	A035520	PORTABLE RADIO	MOTOROLA		ST 82		
	A035521	PORTABLE RADIO	MOTOROLA		ST 82		
	A036019	PORTABLE RADIO	MOTOROLA		ST 82		
	A036027	PORTABLE RADIO	MOTOROLA		E 82		
	A043668	PORTABLE RADIO	MOTOROLA		E 82		
	A044752	PORTABLE RADIO	MOTOROLA		ST 82		
	A035285	PORTABLE RADIO	MOTOROLA		ST 82		
	A035059	PORTABLE RADIO	MOTOROLA		E 82		
	A044753	PORTABLE RADIO	MOTOROLA		ST 82		
					E 82		

**Exhibit A**  
**(continued)**

705326	PORTABLE RADIO	MOTOROLA	MTS 2000	489FT580	CHIEF 82
A045848	MOBILE RADIO	MOTOROLA	XTL 5000 DASH RADIO	500CEZ3660	VEHICLE 3250
A045876	MOBILE RADIO	MOTOROLA	XTL 5000 DUAL MOUNTED MOBILE	500CDG0455	Vehicle 7880
A036076	Dash	Pierce	Fire Engine, 1987		st 82
A035174	3/4 Ton Brush Truck	Ford	vehicle 3250	Vin# 1FDSF35F61ED60007	
A043926	airpack	Survivair	Panthers		
A034927	airpack	Survivair	Panthers		
A034928	airpack	Survivair	Panthers		
A034929	airpack	Survivair	Panthers		

\*\*\* note- HURST equipment has been removed from E-82 and sent to logistics for disposal, the paperwork is still processing, but they are no longer in possession of these items

**Exhibit B**  
**Sheriff Provided Equipment**  
**Replacement Schedule**

CLASS	AGE	Years	Est. Rpl. Date	FY 07/08 Est Unit cost	UNITS	FY 08/09	FY 09/10	FY 10/11	FY 11/12	FY 12/13	Total
Hand Held Portable Radios	2006	6	2012	5,500	8	0	0	0	0	0	0
Mobile Dispatch Radios (800)	2006	6	2012	5,500	3	0	0	0	0	0	0
Mobile Radio (400 mhz)- State Required for rescues	2003	10	2013	700	1	0	0	0	0	0	0
Infra-Red Cameras	2007	5	2012	10,000	1	0	0	0	0	0	0
Nitrous Oxide Units	2003	7	2010	3,500	2	0	0	8,050	12,000	0	0
Defibrillator Monitors	2006	5	2011	30,000	2	0	0	69,000	0	0	0
Mobile Data Terminals/RF Modem/GPS(CF30)	2008	5	2013	4,975	3	0	0	0	0	0	0
Mount for CF 30	2008	5	2013	2500	3	0	0	0	0	18,656	18,656
Mobile FRMS (cf19)	2008	5	2013	3,500	1	0	0	0	0	9,375	9,375
Hydraulic Extrication Tools	2005	5	2010	25,000	1	0	27,500	0	0	4,375	4,375
SC Breathing Apparatus*	2005	6	2011	7,000	8	0	0	0	0	0	0
Hoses/ full hose bed*	2006	10	2016	16,000	1	0	0	0	67,200	0	0
Zetron	2009	4	2013	16,000	1	0	0	0	0	0	0
Autopulse	2009	5	2014	3,000	1	3,150	0	0	0	0	0
stair chair	2007	5	2012	1250	1	0	0	0	0	0	0
k 12 saw	2008	5	2013	1,000	1	0	0	0	1,500	0	0
exhaust fan					1	0	0	0	0	1,250	1,250
						3,150	27,500	77,050	153,300	33,656	33,656

EXHIBIT C  
AUTOMATIC AID

FTL\_DB: 1131269\_1