

GENERAL PROVISIONS

I, _____, as authorized representative of _____ agree and request the following:

1. I understand there shall be a minimum of three (3) hours at FIFTY DOLLARS (\$50.00) per hour for fire-rescue services rendered by any Coconut Creek Firefighter/Paramedic or Fire Inspector and a minimum of three (3) hours for additional fire or EMS equipment at the latest hourly FEMA equipment rate. Any cancellations made with less than three (3) hours' notice, or upon the arrival of the Firefighter(s)/Paramedic(s) or Fire Inspector(s), will result in a minimum charge of three (3) hours billed per Firefighter/Paramedic or Fire Inspector.
2. I understand that if four (4) or more individuals are being requested for the same event, one person will serve in a supervisory capacity at a rate of FIFTY-FOUR DOLLARS (\$54.00) per hour.
3. HOLIDAY RATES: Will be SIXTY DOLLARS (\$60.00) per hour for the following holidays: New Year's Day, Martin Luther King, Jr. Day, President's Day, Memorial Day, Independence Day, Labor Day, Veterans' Day, Thanksgiving Day, Day after Thanksgiving Day, Christmas Eve, Christmas Day, New Year's Eve. If four (4) or more individuals are being requested on a holiday for the same event, one person will serve in a supervisory capacity at a rate of SIXTY-FOUR DOLLARS (\$64.00) per hour.
4. I acknowledge that I, along with my organization, shall be personally responsible to the City of Coconut Creek for the payment of any services rendered by a City of Coconut Creek Firefighter/Paramedic or Fire Inspector.
5. It is understood that, notwithstanding the fact that the applicant will reimburse the Coconut Creek Fire-Rescue Department for the services rendered, the assigned officers remain employees of the Coconut Creek Fire-Rescue Department. The applicant is restricted to the general assignment of duties to be performed and has no authority over the Firefighters/Paramedics or Fire Inspectors.

TERMS AND CONDITIONS

SCOPE OF SERVICES

6. The Coconut Creek Fire-Rescue Department (CCFRD) may contract for the employment of CCFRD Firefighters/Paramedics or Fire Inspectors during their off-duty hours, for public or private security services (Off-Duty Details). The CCFRD does not provide bodyguard services.
7. The CCFRD is NOT obligated to provide Off-Duty Details. Although every reasonable effort will be made to cover your detail, there is no guarantee it will be filled. The Fire Chief reserves the right to decline a detail request for any reason. Members of the Coconut Creek Fire-Rescue Department who are authorized to work Off-Duty Details do so voluntarily, during their off-duty hours.
8. Client understands and agrees that, while a Firefighter/Paramedic or Fire Inspector is performing Off-Duty Details, they may be required to report for duty. Incidents that may compel a Firefighter's/Paramedic's or Fire Inspector's urgent service include responding to 911 calls, a hurricane, or other natural disaster. In these events, the Off-Duty Detail service will be cancelled for the duration of the emergency and the client will only be charged for the actual number of hours worked. Client understands and agrees that the CCFRD may not be able to provide notice if a Firefighter/ Paramedic or Fire Inspector is required to report for duty.
9. All parties agree that the number of Firefighters/Paramedics or Fire Inspectors required for each venue will be determined by the CCFRD. In cases where the client significantly underestimates the attendance, or circumstances arise necessitating the need for additional Firefighters/Paramedics or Fire Inspectors, the CCFRD will notify the client that additional Firefighters/Paramedics or Fire Inspectors are needed. Whether or not the client is able to be notified, or whether or not the client agrees or approves of the additional Firefighters/Paramedics or Fire Inspectors in the interest of public safety, the additional Firefighters/Paramedics or Fire Inspectors may be called to the location and client will be billed accordingly.

Initial and Date: _____

CANCELLATION POLICY

10. In order to cancel an Off-Duty Detail, the client must contact our Detail Coordinator(s) during normal business hours (Monday through Thursday, 7:00 a.m. – 6:00 p.m., excluding holidays) by calling 954-973-6706 or 754-243-1790, and provide at least three (3) hours' notice of the cancellation. The Detail Coordinator(s) will attempt to contact and advise the designated Firefighter/Paramedic or Fire Inspector of the cancellation; however, if not successful and the Firefighter/Paramedic or Fire Inspector arrives at the detail (or if less than three (3) hours' notice was provided), then client agrees to pay the CCFRD for the three (3) hour minimum.

INDEMNIFICATION

11. The Parties are political subdivisions as defined in Section 768.28, Florida Statutes, and each party shall be fully responsible for the acts and omissions of its agents or employees to the extent permitted by law. Nothing herein is intended to serve as a waiver of sovereign immunity by any party to this Agreement nor shall anything included herein be construed as consent to be sued by third parties in any matter arising out of this Agreement or any other contract. The foregoing indemnification and release shall survive the termination or expiration of this Agreement.

ATTORNEY'S FEES

12. In the event the CCFRD has to take legal action to enforce this Agreement, the client agrees to pay the CCFRD attorneys' fees, including the costs of any appeal.

GOVERNING LAW AND VENUE

13. This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. Any controversies or legal problems arising out of this Agreement, and any action involving the enforcement or interpretation of any rights hereunder, shall be submitted exclusively to the jurisdiction of the state courts of the Seventeenth Judicial Circuit of Broward County, Florida.

TERM/AMENDMENT

14. All parties agree that the City of Coconut Creek, through its Fire-Rescue Department, may amend the terms and conditions of this Agreement with written notice of the changed terms. The term of this Agreement is effective _____ through _____.

I have read, understand and agree to the above terms and conditions. I am authorized to sign on behalf of the entity listed below:

By (Signature): _____

Name of Person Signing (Print or Type): _

Legal Business Name: _____

Date Signed: _____

<u>For Fire-Rescue Department Use Only:</u>	
Received by: _____	Date: _____
Additional Comments: _____	
Off-Duty Detail Request Approved: Yes <input type="checkbox"/> No <input type="checkbox"/>	

Initial and Date: _____