

AGREEMENT BETWEEN THE CITY OF FORT LAUDERDALE AND THE CITY OF HOLLYWOOD, FLORIDA TO PROVIDE USE OF THE FIRE TRAINING FACILITY

THIS AGREEMENT, made and entered into on the _____ day of _____, 2014, by and between the CITY OF HOLLYWOOD, FLORIDA, a municipal corporation of the State of Florida whose address is 2600 Hollywood Boulevard, Hollywood, Florida 33020 (hereinafter referred to as "HOLLYWOOD") and The City of Fort Lauderdale, a municipal corporation of the State of Florida whose address is 100 N. Andrews Avenue Fort Lauderdale, FL 33301 (hereinafter referred to as "FACILITY USER").

RECITALS

WHEREAS, HOLLYWOOD owns, operates and maintains a fire training facility ("Facility") located at 3400 North 56th Street, Hollywood, Florida, which has been designed to provide the City of Hollywood the capability of training firefighters; and

WHEREAS, FACILITY USER in order to provide more efficient firefighter training for the protection of its citizens is desirous of using the Facility for the continued training of its members; and

WHEREAS, Section 94.203 of the Hollywood Code of Ordinances authorizes the Fire Chief, to enter into an agreement to provide use of the Facility whenever it is deemed to be in the best interest of public safety;

NOW THEREFORE, IN CONSIDERATION of the covenants and conditions herein expressed and of the faithful performance of all such covenants and conditions, HOLLYWOOD and FACILITY USER do mutually agree as follows:

Section 1. TERM OF AGREEMENT

1.01 The term of this Agreement shall not be longer than a twelve (12) month period. Facility User shall use the Facility from _____, 2014 to _____. This Agreement may be renewed for one (1) additional twelve (12) month period upon mutual agreement of the parties. However, either party may terminate this Agreement by providing fifteen (15) calendar days written notice.

Section 2. DUTIES AND RESPONSIBILITIES OF FACILITY USER

2.01 FACILITY USER and its members shall have use of the Facility upon scheduling dates and times with the Hollywood Fire Department. The Fire Department will schedule the use of the Facility on a first-come, first-serve basis. FACILITY USER acknowledges that other portions of the Facility may be simultaneously scheduled for other events, as long as a safety conflict will not arise. To schedule the Facility submit to the Training Officer the "Request for Use of Training Facilities" form provided by Hollywood and contact the Fire Chief or his/her designee at (954) 967-4341.

2.02 FACILITY USER agrees to provide necessary personal protection equipment, applicable safety equipment and operational equipment for personnel assigned to the training facility.

2.03 FACILITY USER agrees to comply with the operational regulations promulgated by HOLLYWOOD and the State of Florida.

2.04 FACILITY USER agrees and shall require that adequate fire fighting/rescue equipment shall be worn by all FACILITY USER'S personnel at all times while using the Facility.

2.05 FACILITY USERS'S personnel shall only clean equipment in the designated cleaning area.

2.06 FACILITY USER shall not store any equipment at HOLLYWOOD'S Facility without prior written authorization by the City.

Section 3. DUTIES AND RESPONSIBILITIES OF HOLLYWOOD.

3.01 HOLLYWOOD agrees to permit FACILITY USER to utilize its Facility by permitting FACILITY USER'S Fire Service Personnel, public safety officers and explorer scouts to train at the Facility under the direction of FACILITY USER'S AND/OR HOLLYWOOD'S instructors.

3.02 HOLLYWOOD, upon the mutual consent of the parties, may instruct FACILITY USER'S Fire Service Personnel in evolutions as outlined in the National Fire Protection Standards to ensure firefighters meet training standards as required by the Florida State Fire Marshall's Bureau of Fire Standards and Training.

Section 4. COMPENSATION

4.01 FACILITY USER shall pay to HOLLYWOOD in accordance with the schedule attached hereto and incorporated herein, as Exhibit "A", for use of the Facility.

4.02 HOLLYWOOD shall invoice FACILITY USER for the use of the Facility upon completion of each session. FACILITY USER shall pay HOLLYWOOD within thirty (30) calendar days of receipt of invoice. Payment shall be sent to the City's Fire Rescue and Beach Safety Department, 2741 Stirling Road, Hollywood, Florida 33312, Attn. Division Chief of Administration.

4.03 A thirty (30) day delinquency in the payment of the invoice shall constitute a breach of this Agreement. Should FACILITY USER become delinquent by more than sixty (60) days in any of its payments to HOLLYWOOD, this license shall be automatically suspended and shall not be resumed until such time as all delinquent payments are brought current.

Section 5. ACKNOWLEDGMENTS

5.01 FACILITY USER acknowledges that fire rescue training is an inherently dangerous activity and expressly assumes any risk of any harm while it or any of its agents, employees, members or guests are present at or using the HOLLYWOOD Fire Rescue Training Facility.

5.02 FACILITY USER acknowledges and agrees that the services offered by HOLLYWOOD pursuant to the terms and conditions of this Agreement is subject to interference and malfunction of equipment and that HOLLYWOOD in no way assumes any liability to FACILITY USER or any of its employees for any harm which may be caused by interference or by malfunction of said equipment.

5.03 FACILITY USER acknowledges that HOLLYWOOD maintains control and ownership over the training offered by HOLLYWOOD and control over HOLLYWOOD'S employees.

5.04 FACILITY USER acknowledges and agrees that if FACILITY USER desires to conduct LIVE FIRE TRAINING then the FACILITY USER shall provide the City's Live Fire Master Trainer the following information fifteen (15) calendar days prior to said LIVE FIRE TRAINING:

- a) A signed acknowledgment by an authorized representative of FACILITY USER that FACILITY USER has received and read the HOLLYWOOD'S Training Facilities Incident Safety Plan and will follow such plan.
- b) Accu-weather hourly forecasts
- c) Heat Index Work Sheet
- d) Site Drawing showing details of exercise
- e) Task and Entry Assignment Sheet
- f) Vitals for All Personnel
- g) Sign in Roster
- h) Liquid Petroleum Gas Consumption Log
- i) Nitrogen Consumption Log
- j) Smoke Fluid Consumption Log

In addition, Facility USER shall submit credentials of all personnel who will be designated as LIVE FIRE TRAINING INSTRUCTORS for specific LIVE FIRE TRAINING exercise. The CITY'S LIVE FIRE MASTER TRAINER shall have the authority to approve or reject the credentials of any potential LIVE FIRE TRAINING INSTRUCTOR. All LIVE FIRE TRAINING INSTRUCTORS shall have attended an eight (8) hour orientation session prior to the LIVE FIRE TRAINING EXERCISE. This session will be scheduled by HOLLYWOOD'S LIVE FIRE BURN MASTER TRAINER.

Section 6. INDEMNIFICATION

6.01 FACILITY USER agrees, as additional consideration, to indemnify and hold harmless HOLLYWOOD from all liability, including, but not limited to, judgments, interests, costs, attorneys' fees, paralegal expenses, and attorneys' fees on appeal incurred by HOLLYWOOD as a result of the execution of this Agreement, to the extent permitted by law, except for the negligent or wrongful acts or omission of HOLLYWOOD, its agents or employees. Nothing herein is intended to serve as a waiver of sovereign immunity by any party.

Section 7. INSURANCE

7.01 The parties shall each individually maintain throughout the term of this Agreement any and all applicable insurance coverage required by Florida law for governmental entities.

Section 8. ASSIGNMENT

8.01 FACILITY USER shall not assign this Agreement nor permit the premises to be used by any other party without first obtaining written consent of HOLLYWOOD'S Fire Chief or his designee. Such consent is wholly within the discretion of HOLLYWOOD'S Fire Chief or his designee.

Section 9. USE OF PREMISES

9.01 FACILITY USER shall allow no waste or injury to the premises other than normal wear and tear to the Facility. In the event such waste or injury does occur upon the premises as a result of misuse or neglect by FACILITY USER'S personnel, and then FACILITY USER shall be responsible for all necessary repairs to the premises. HOLLYWOOD shall determine the extent of repairs deemed necessary.

Section 10. ACCEPTANCE OF PREMISES

10.01 In executing this Agreement, FACILITY USER agrees it has made a full examination and inspection of the licensed premises and equipment and that said premises and equipment are adequate and in satisfactory condition for the uses contemplated and that FACILITY USER accepts said premises and equipment AS IS. HOLLYWOOD DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES, EXPRESS OR IMPLIED, AS TO THE CONDITION OF THE PREMISES OR THE USE AND OCCUPANCY AUTHORIZED OTHER THAN THOSE CONTAINED IN THIS AGREEMENT.

Section 11. COMPLIANCE WITH LAWS

11.01 FACILITY USER shall comply with all statutes, laws, ordinances, rules, regulations and lawful orders of the United States of America, State of Florida, City of Hollywood and of any other public authority which may be applicable to the use of the City of Hollywood Fire Rescue Training Facility by FACILITY USER. FACILITY USER shall obtain, at its expense, any and all required permits and licenses. The parties agree that there shall be no segregation or discrimination practiced at the City of Hollywood Fire Rescue Training Facility because of race, color or creed against any visitor, participant or attendee.

Section 12. LICENSE NOT A LEASE

12.01 This Agreement shall not be deemed to be a lease of the facilities by HOLLYWOOD, but rather a license granted to FACILITY USER by HOLLYWOOD to use and occupy the premises under the terms and conditions stated herein. No leasehold interest in the premises is conferred upon FACILITY USER under the provisions hereof.

Section 13. ENTIRE AGREEMENT; NO ORAL MODIFICATION

13.01 This Agreement represents the entire and integrated agreement between HOLLYWOOD and FACILITY USER and supersedes all prior negotiations, representations or agreements, either written or verbal. This Agreement may not be altered, amended, modified or otherwise changed nor may any of the terms hereof be waived, except by a written instrument executed by both parties. The failure of a party to seek redress for violation of or to insist on strict performance of any of the covenants of this Agreement shall not be construed as a waiver or relinquishment for the future of any covenant, term, condition or election but the same shall continue and remain in full force and effect.

Section 14. GOVERNING LAW AND VENUE

14.01 The validity, construction and effect of this Agreement shall be governed by the laws of the State of Florida. 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.

Section 15. SEVERABILITY

15.01 Should any part, term or provision of this Agreement be by the courts decided to be illegal or in conflict with any law of the State, the validity of the remaining portions or provisions shall not be affected thereby.

Section 16. NOTICES

16.01 All notices or other communications required by this Agreement shall be in writing and deemed delivered upon mailing by certified mail, return receipt requested to the following persons and address unless otherwise specified herein:

*Eric Busenbarrick, Fire Chief
City of Hollywood*

2741 Stirling Road
Hollywood, Florida 33312
City of Fort Lauderdale
Attn: Robert Hoecherl
528 NW 2nd Street
Fort Lauderdale, FL 33311

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[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, the CITY OF HOLLYWOOD and the CITY OF FORT LAUDERDALE have executed this Agreement the day and year first above written.

CITY OF HOLLYWOOD, a municipal
corporation of the State of Florida

ATTEST:

Eric Busenbarrick, FIRE CHIEF

PATRICIA A. CERNY, MMC
CITY CLERK

Approved as to form and
Legality for the Use and
Reliance of the City of
Hollywood, Florida, only.

JEFFREY P. SHEFFEL, CITY ATTORNEY

FIRE TRAINING FACILITY USE AGREEMENT WITH
CITY OF _FORT LAUDERDALE, FLORIDA

CITY OF FORT LAUDERDALE, a
municipal corporation of the State
of Florida

ATTEST:

MAYOR

CITY CLERK

Approved as to form and
Legality for the Use and
Reliance of the City of
Ft. Lauderdale, Florida, only.

CITY MANAGER

ASSISTANT CITY ATTORNEY

EXHIBIT A

FEES SCHEDULE FOR USE OF FIRE TRAINING FACILITY

The Training Tower Facility shall be licensed and scheduled for use by half-day, full day or night.

The pricing shall be as follows:

Half-day shall consist of a four (4) hour block	-	\$125.00
Full day shall consist of a eight (8) hour block	-	\$250.00
Night shall consist of a four (4) hour block	-	\$150.00

For Live Fire Training there shall be an additional charge of One Hundred Dollars (\$100.00) this charge shall be in addition to a normal session fee listed above.

The classroom facilities shall be licensed and scheduled for use by half-day, full day or night. The maximum occupant load for the training facility shall not exceed 85.

Half-day shall consist of a four (4) hour block	-	\$90.00
Full day shall consist of a eight (8) hour block	-	\$180.00
Night shall consist of a four (4) hour block	-	\$125.00

The cost of the classroom facilities shall be in addition to the any fees for the Training Tower Facility.

If in the event the licensee elects to use City of Hollywood Instructors and/or Safety Officers during any sessions the licensee shall pay per person the hourly rate as designated by the Fire Chief with approval of the City Manager.