

SUMMARY

FIRE PROTECTION SERVICES AGREEMENT BETWEEN THE
JOINT VENTURE (AKA "THE STAMFORD VOLUNTEER FIRE
DEPARTMENT") AND CITY OF STAMFORD

Parties	<p>1. City of Stamford ("City")</p> <p>2. The Joint Venture formed by and among Stamford Volunteer Fire Department, Inc. ("Joint Venture")</p>
Governing Law	Connecticut
Term / Commencement Date	5 years, commencing July 1, 2012,
Renewal	Agreement automatically renewed for successive 5 year terms at a Contract Price to be agreed to by the Parties in writing within 180 days prior to the commencement of each renewal term
Contract Price	<p>"City to pay Joint Venture \$8,650,000 on an annualized basis (the "Contract Price") for the first contract period commencing on the Effective Date.</p> <p>The Contract Price for each fiscal, one (1) year period will be as follows:</p> <p>Year 2 - \$8,450,000;</p> <p>Year 3 - \$8,650,000;</p> <p>Year 4 - \$8,920,000;</p> <p>Year 5 - \$9,125,000.</p> <p>Unless otherwise mutually agreed in writing, said amounts shall be paid in four (4) equal installments during each year of this Agreement." (\$2.6)</p> <p>Changes to compensation for changes in personnel, equipment; stations, apparatus, service areas, types of service, etc. during term of Agreement to be mutually agreed upon in writing. In the event of an unusual circumstance beyond the control of either party, such as fuel embargo, Joint Venture retains the right to request an .adjustment increase for that specific item, subject to City's sole approval.</p>
Service Area of Joint Venture	As shown on Appendix A

General Responsibilities of Joint Venture	<p>Joint Venture and its personnel to perform fire and emergency related activities, including: fire suppression activities; first responder to Hazardous Materials incidents; basic life support for emergency medical requests or incidents (in cooperation with SEMS); all emergency and non-emergency services in Appendix B; fire marshal duties, including inspections, arson investigations; provision of fire protection advice; enforcement of fire related laws; send representatives to Emergency Operations Center when activated; participate in city-wide emergency planning; provide mutual aid in accordance with agreements and special requests. Joint Venture is to respond to all calls set forth in Appendix B which originate in the primary service areas contained in Appendix A.</p>
Joint Venture's Exclusive right to provide fire services in Service Area	<p>City will not maintain a fire station in the Service Area for the Stamford Fire and Rescue Department or station Stamford Fire and Rescue Personnel in the Service Area unless Joint Venture and/or its members cease to exist and to provide fire protection services in the Service Area</p>
Joint Venture hiring of paid personnel	<p>Subject to City funding, Joint Venture to employ a career fire chief and an administrative assistant to the chief, 47 fire service personnel (as paid firefighters), including a Fire Marshal and 2 Deputy Fire Marshals. In addition, the 10 career fire service personnel of Long Ridge Fire Company will continue to be employed and funded by City</p>
Joint Venture Support Staff	<p>Joint Venture to provide additional personnel, either paid or volunteer, to provide routine clerical, accounting, payroll and other such functions</p>
Communication Center	<p>City to maintain and operate 911 Communication Center responsible for activating fire station notification systems, personal pagers, cell phones and/or other communication devices used Joint Venture. Communication Center will be equipped with U.L. approved equipment, be adequately staffed at all times, and dispatch the necessary emergency related vehicles in response to fire and emergency calls.</p> <p>All communications are to be recorded and time-stamped and such recordings; retained for 90 days and provided to the Joint Venture within 7 working days of a request.</p> <p>90% of all dispatches to be completed within 60 seconds. Reports of longer dispatches to be documented</p> <p>"Run Cards" are to created and maintained by the Joint Venture Chief and provided to the Communication Center</p>
Joint Venture Equipment and Personnel Assignments	<p>Equipment and personnel to be stationed and assigned to specific stations in Service Area although they may be provided to other areas for mutual aid responses</p>

<p>Training by Joint Venture</p>	<p>Joint Venture responsible for training and certification of its personnel. Joint Venture is to provide training levels in conformance with State standards and OSHA recommendations, as set forth in Appendix C and for the performance of the Agreement. Opportunities for certification and recertification of required elements such as EMR, EMT, Hazmat are to be provided on a regular basis.</p> <p>All policy and procedure manuals used in connection with training are to be provided to the Stamford Director of Public Safety, Health and Welfare ("Director of Public Safety") for inspection, review and comments.</p> <p>Joint Venture shall have full access to the fire training facility located within the City. The Director of Public Safety shall assure that Stamford Fire and Rescue reasonably cooperates with Joint Venture.</p>
<p>Certification of Joint Venture Personnel</p>	<p>All paid Joint Venture fire suppression personnel must hold minimum certifications of Firefighter II and Emergency Medical Responder prior to being hired.</p> <p>All active volunteer firefighters must obtain certifications of Firefighter II and Emergency Medical Responder as soon as practicable after joining Joint Venture.</p> <p>All new paid fire suppression personnel will obtain and maintain as a condition of employment State Emergency Medical Technician certification (or the State law equivalent) within 2 years of being hired.</p> <p>The certification requirements shall not apply to those existing career fire service personnel with 20 years or more of experience</p>
<p>Joint Venture Reports</p>	<p>Joint Venture responsible for filing all required incident reports which will be made available to the Director of Public Safety on a monthly basis. City may inspect Joint Venture's records not more than once every 6 months to determine compliance with this provision, subject to CGS §7-314(b) (FOIA exception for volunteer fire department records)</p> <p>Joint Venture is to file with the City an annual report with fiscal goals and objectives by July 31.</p> <p>Joint Venture to provide Director of Public Safety with 1 year and 3 year operational plan by July 1 of each year, and updates to 3 year plan each year (§4.4)</p>

Response Time	<p>Joint Venture to meet a response time of 3 minutes on at least 90% of all Code 3 calls which originate within the Service Area</p> <p>This requirement does not apply if Joint Venture is instructed to downgrade the priority level of the response; during periods of extreme weather; during periods when an unusual number of units are on simultaneous calls; during a declared disaster or emergency; in instances where more than one unit is sent to respond, or under other unusual circumstances as documented by the Joint Venture</p>
Event of Major Default/ Termination for Cause	<p>In the Event of a Major Default, as set forth in Appendix E, City to give Joint Venture 20 days notice, and Joint Venture will have 60 days to cure such default. The Director of Public Safety will determine if such default has been cured. If in the opinion of the Director of Public Safety; the Major Default has not been corrected; City may terminate this Agreement upon not less than 180 days written notice.</p> <p>Joint Venture may challenge the decision of the Director of Public Safety pursuant to dispute resolution procedures contained in the Agreement.</p> <p>City shall pay Joint Venture any amounts due and owing for services provided up to the effective date of termination.</p> <p>City may terminate upon not less than 180 days if 5 or more Events of Major Default occur within a 12 month period.</p>
Other Violations	<p>Joint Venture must cure any violation of the Agreement not listed in Appendix E within 60 days of written notice from the Director of Public Safety. Failure to cure such a violation will be declared a Major Default.</p>
Dispute Resolution	<p>If the parties can't resolve a dispute, they shall appoint a local attorney to serve as a mediator, and if that fails, shall submit the dispute to binding arbitration, with each party bearing ½ the cost</p>
Termination by Mutual Agreement	<p>The Parties may terminate this Agreement on 180 days notice by mutual agreement. No termination will result in a change to the volunteer Companies' fire service districts unless such change is provided in the Charter.</p>
Right to Cease Service upon Default, including non-payment by City	<p>Either Party has the right to immediately cease services under the Agreement as required in the event the City fails to pay the compensation when due and payable or if the Joint Venture fails to meet its obligations as provided for under this Agreement (including renewals of the Agreement) or when either party otherwise materially breaches the terms and conditions of the Agreement. In such event, said party may immediately pursue any and all remedies available in law and/or in equity, including litigation, and is entitled to recover its reasonable attorney's fees (§2.4) [How does this fit with right to terminate]</p>

Right of First Refusal	If Joint Venture, its members and/or their successors and assigns all cease to exist and cease providing fire protection services in the Service Area, then City shall have a right of first refusal to purchase all of Joint Venture's apparatus, equipment, real property and furnishings at a purchase price based on the fair market value of the asset determined by an independent appraiser.
Maintenance of Fire Stations	Joint Venture to use fire stations in primary service area as shown on Appendix A. Subject to the funding of the Agreement by City, Joint Venture is responsible for all maintenance of fire stations and station grounds in primary service area, including major building repairs and daily maintenance, the costs of utilities and telephone service
Purchase and Maintenance of Fire Apparatus	Subject to funding of the Agreement by City, Joint Venture is responsible for providing and replacing all initial emergency vehicles listed in Appendix F and related equipment at its sole cost and expense. Appendix F also lists apparatus owned by the City to be used by the Joint Venture. (§4.1) [This is worded badly, Initial Fire Apparatus in Appendix F also includes emergency vehicles leased to Joint Venture as provided in §4.3] Joint Venture responsible for providing and purchasing miscellaneous fire and emergency equipment not listed in Appendix F, including nozzles, ladders, entry tools, hoses, first aid kits, oxygen, water rescue suits, automatic "deliberators" [typo] (§4.1) and other EMS equipment
Purchase and Maintenance of Communication Center Equipment	City responsible for purchase, installation and maintenance of all equipment for receipt of alarms and other telephone communications needed for daily operation of Communication Center
Fire Hydrant Maintenance	City responsible for costs of maintaining public hydrants in Service Area
Purchase and Maintenance of Emergency Communications Equipment	City responsible for purchase, installation and maintenance of all emergency communications equipment (including portable radios, MDT, computers and vehicle radios for each vehicle on City's frequency. Such equipment will remain City's property
Purchase and Maintenance of Pagers	Joint Venture responsible for supplying sufficient quantity of pagers for all personnel
Purchase of Generators in Joint Venture fire stations	Subject to funding of the Agreement by City, Joint Venture is responsible for purchase of all new generators in Joint Venture owned fire stations

<p>Lease Agreement for Fire Vehicles</p>	<p>Vehicles listed in Appendix F are to be leased by Joint Venture from City for term of Agreement. (§4.3) [Poorly worded, it seems that only 2 vehicles on Appendix F are being leased.]</p> <p>Cost: \$1.00 per year for each vehicle.</p> <p>Joint Venture responsible for insurance and routine maintenance and repairs.</p> <p>City may lease additional vehicles to Joint Venture at City's sole discretion.</p> <p>Vehicles to be returned to City upon termination of Agreement in same condition as effective date, normal wear and tear excepted.</p> <p>[No provision for who bears cost of replacement of vehicles if no longer in service.]</p>
<p>Mutual Aid Agreements</p>	<p>Joint Venture and Stamford Fire & Rescue Department each agree to provide mutual aid to the other upon request from the other.</p> <p>Joint Venture may enter into other Mutual Aid agreements.</p>
<p>Insurance</p>	<p>Joint Venture to maintain the following insurance:</p> <ul style="list-style-type: none"> General liability – not less than \$1 million combined single limit per occurrence and \$2 million aggregate Automobile liability - not less than \$1 million combined single limit per occurrence and \$2 million aggregate Workers' Compensation - not less than \$1 million Excess liability - \$20,000 <p>All insurance based on claims made retroactive to date of Agreement until 3 years from date of termination.</p> <p>City designated as additional insured</p> <p>Joint Venture to waive any claim against City as insured under policies.</p> <p>All insurance to contain waiver of subrogation in favor of City</p>
<p>Indemnification</p>	<p>Joint Venture agrees to indemnify City from all losses, claims, etc due to Joint Venture's gross negligence (including gross negligence of paid and/or volunteer firefighters)</p> <p>In consideration of City's withdrawal of <u>City of Stamford v. Olive</u>, and the City's agreement not to refile similar litigation, Joint Venture agrees to indemnify City for liability for performance or City-funded Fire Marshal services within Service Area, provided City pays for Fire Marshal services in the Service Area and Joint Venture obtains insurance coverage for this obligation at reasonable cost.</p>
<p>Assignment</p>	<p>No right to assign without prior written consent</p>
<p>City Representation</p>	<p>Director of Public Safety shall be a non-voting member of the Joint Venture Board of Directors</p>