



FIRE & RESCUE

# CITY OF CLEARWATER

POST OFFICE BOX 4748, CLEARWATER, FLORIDA 33758-4748

TELEPHONE (727) 562-4334

## **2016 Emergency Medical Services ("EMS") at Bright House Field**

This will confirm the terms and conditions of the agreement between Phillies Florida LLC ("Phillies Florida") and the City of Clearwater Fire & Rescue ("CFR") pursuant to which CFR will provide EMS services at Bright House Field for 2016 Philadelphia Phillies spring training games, the 2016 Clearwater Threshers games and other 2016 special events:

1. CFR shall provide all emergency medical services required by persons present at Bright House Field, with ambulance transportation to be provided by Sunstar Paramedics: for every 2016 Philadelphia Phillies spring training game; every 2016 Clearwater Threshers game; and for 10 selected special events designated by Phillies Florida during 2016. EMS services shall be performed in a diligent, competent, professional, courteous and caring manner and to high professional standards for safety and care, by persons who are neatly groomed and neatly dresses in an appropriate and recognizable uniform and who are each experienced, professionally qualified and (as and to the extent required by law) duly licensed and/or certified, all in a manner that complies with all applicable, legal and regulatory requirements and standards. More specifically, CFR shall provide the following services:

a) Spring Training Games

- CFR will provide three, two person Advanced Life Support ("ALS") teams for each game. The teams will report to Bright House Field at 10:00 am and will stay until dismissed by ballpark staff.
- The hourly rate to be paid by the Phillies Florida to CFR for each person on these teams will be \$38.70 per hour, with no different pay scale for different employees.
- CFR will provide an on-site supervisor for each game at no charge. This person will coordinate EMS services and be in contact with ballpark staff and security for the entire event.
- CFR will provide an on-site transport capable ambulance at all games, along with a command vehicle. These units will be provided at no cost.



"EQUAL EMPLOYMENT AND AFFIRMATIVE ACTION EMPLOYER"

b) Clearwater Threshers Games

- CFR will provide one, two-person ALS team for each Clearwater Threshers game at Bright House Field. They will report at the time designated by the Phillies Florida and will stay until dismisses by ballpark staff.
- The hourly rate to be paid by Phillies Florida to CFR for each person on this team will be \$38.70 per hour with no different pay scale for different employees.
- CFR will provide an on-site transport capable ambulance at all games at no cost to the Phillies Florida.

c) Additional Special Events

- CFR will provide one, two-person ALS team for ten special events to be determined by the Phillies Florida.
- The hourly rate to be paid by the Phillies Florida to CFR for each person on this team will be \$38.70 per hour, with no different pay scale for different employees.
- CFR will provide an on-site transport capable ambulance at each such event at no cost to Phillies Florida.

2. There will be a mutually agreed-upon method of checking in and checking out at each game/event for billing purposes, although the minimum time for each event will be four hours. Any time spent at the ballpark after those four hours will be compensated at the hourly rate set forth above and checked against the sign out time by the teams at the ballpark. CFR will provide monthly invoices to Phillies Florida for the services CFR provides pursuant to this letter agreement, which invoices will be paid within twenty days of receipt.

3. In the performance of its services under this letter agreement, CFR will not differentiate or discriminate in the basis of race, color, national origin, ancestry, religion, gender, marital status, sexual orientation/identity/preference, age, financial ability or any other legally protected category and agrees to render treatment and care to all persons in the same manner in accordance with the same standards as offered to other persons.

4. The City of Clearwater shall indemnify, defend and hold harmless Phillies Florida, The Phillies and each of their respective owners, affiliates, partners, officers, agents, employees, successors and assigns from and against any and all lawsuits, claims, damages, demands, suits, proceedings, causes of action, caused by the acts or omissions of CFR and/or its employees, agents or personnel arising out of or in connection with the performance of CFR's obligations pursuant to this letter agreement. Nothing herein shall be construed to waive or modify the provisions of section 768.28, Florida Statutes, or the doctrine of sovereign immunity. The Phillies Florida shall indemnify, defend and hold harmless CFR/the City of Clearwater and each of its respective employees, officers, and agents, from and against any and

all lawsuits, claims, damages, demands, suits, proceedings, causes of action, caused by the acts or omissions of Phillies Florida and/or its employees, agents or personnel arising out of or in connection with the performance of CFR's obligations pursuant to this letter agreement.

5. The City of Clearwater shall maintain General Liability Insurance, including Police Professional Liability, Public Official Liability, Emergency Medical Services Liability, Professional Liability, and Auto Liability Insurance in the limits of \$7,000,000 and \$14,000,000 aggregate with a self-insured retention of \$500,000, or in limits and retention available to the City in the marketplace at the time of renewal. Refer to self-insurance letter attached hereto.

The City shall maintain statutory workers' compensation coverage in compliance with the State of Florida with an excess insurance retention of \$600,000 per occurrence, or with a self-insured retention available to the City in the marketplace at the time of renewal. Refer to self-insurance letter attached hereto.

The City may provide such insurance coverage required by this section either through self-insurance, purchased insurance through a financially responsible admitted insurance company rated A-VII or better, or by a combination of self-insurance and purchased insurance. The City's insurance will be primary and non-contributory. The City shall be responsible to satisfy any self-insured retention or deductible required by its coverage.

6. The term of this letter agreement shall be from the date it is signed by the Fire Chief through December 31, 2016. Either party may terminate this letter agreement before the end of the term by providing the other party with written notice upon any material breach by the other party, so long as the terminating party provides at least ten business days of advance written notice to the breaching party specifying the breach and gives the breaching party the opportunity to cure such breach. Failure to cure said breach within ten (10) days shall result in immediate termination.

7. The relationship of the parties is that of independent contractors and not of joint venturers, principal and agent or otherwise. None of the CFR's personnel shall be deemed to be an employee of Phillies Florida or The Phillies for any purpose and CFR will be solely responsible for any withholding, social security, workers compensation, use or sales taxes or other taxes, fee, permits and surcharges imposed by any federal, state or local government in connection with any of CFR's personnel and/or the performance of CFR's obligations hereunder.

8. CFR will fully and competently document any incidents that may occur during the course of the performance of its obligations hereunder and, subject to applicable law, including, but not limited to, the Health Insurance Portability and Accountability Act of 1996 (HIPAA) Privacy and Security Rules, use best efforts to get those treated to sign a medical information disclosure form legally authorizing CFR to provide copies of such documentation to Phillies Florida upon request.

9. CFR will maintain the confidentiality of any trade secret, proprietary or confidential information of Phillies Florida or The Phillies to which it may have access.

10. Neither party will be responsible for any failure or performance caused by force majeure or other causes not within reasonable control.

11. Either party may assign its rights or obligations under this letter agreement, with the other party's written consent, except that Phillies Florida may assign its rights and obligations under this letter agreement to The Phillies or to any affiliate or to any successor upon written notice to CFR.

12. This letter agreement contains the entire understanding and agreement of the parties with respect to its subject matter; shall be governed by Florida law (without regard to the law of conflicts of law); and may be modified or waived only in a writing signed by the party to be charged. Any waiver by either party shall not be deemed to be continuing.

By my signature below, I indicate that I am authorized to sign this letter agreement on behalf of CFR and that CFR intends to be legally bound by the terms and conditions in this letter agreement.

**Clearwater Fire & Rescue**

By: \_\_\_\_\_  
Robert Weiss  
Fire Chief

Date: \_\_\_\_\_

**AGREED:**

**Phillies Florida LLC**

By: Jay Warren  
Jay Warren  
Ballpark Operations Manager

Date: 1/6/15

Attachment



# City of Clearwater

Finance Department, Post Office Box 1718, Clearwater, Florida 34758-1718  
Municipal Services Building, 100 S. Myrtle Avenue, Clearwater, Florida 34758  
Telephone (727) 562-4530 Fax (727) 562-4535

December 30, 2015

The Phillies  
Citizens Bank Park  
One Citizens Way  
Philadelphia, PA 19148

Please accept this letter as certification the City of Clearwater is insured (or self-insured) for liability and workers' compensation coverage as shown below. The City has been approved by the State of Florida as a self-insured municipal government. The state audit number for the City as a self-insured Florida municipality is 9173. This certification is issued as a matter of information only and confers no rights upon the holder. The insurance coverages named below do not extend the limits of liability beyond the statutory limits of \$200,000 per person/\$300,000 per occurrence as governed by the provisions of section 768.28, Florida Statutes.

The City's major insurance coverages and limits are as follows:

1. **Auto Liability, General Liability, Police Professional Liability, and Public Official Liability:** Excess Insurance: \$7,000,000 (\$14,000,000 Aggregate) with BRIT/Lloyds of London with self-insured retention of \$500,000 for the policy period 10/01/15-10/01/16.
2. **Workers' Compensation:** Statutory coverage per Occurrence with self-insured retention of \$600,000 Excess Insurance via Safety National for the policy period 10/1/15-10/01/16.
3. **Emergency Medical Services (EMS) Medical, Professional Liability and Commercial General Liability:** \$7,000,000 per Occurrence limit/\$14,000,000 Aggregate with BRIT/Lloyds of London with a self-insured retention of \$25,000 for the policy period 10/01/15-10/01/16.

Sincerely,

Chuck Lane  
Risk Manager  
City of Clearwater

Exhibit A

Bill Jonson, Councilmember  
Host Hamilton, Councilmember

George N. Cretekos, Mayor

Jay Polglaze, Councilmember  
Doreen Hock-DrPolito, Councilmember



Equal Employment and Affirmative Action Employer