



FIRE & RESCUE

CITY OF CLEARWATER

POST OFFICE BOX 4748, CLEARWATER, FLORIDA 33758-4748

TELEPHONE (727) 562-4334

2019 Emergency Medical Services ("EMS") at Spectrum 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 Spectrum Field for 2019 Philadelphia Phillies spring training games, the 2019 Clearwater Threshers games and other 2019 special events:

1. CFR shall provide all emergency medical services required by persons present at Spectrum Field, with ambulance transportation to be provided by Sunstar Paramedics: for every 2019 Philadelphia Phillies spring training game; every 2019 Clearwater Threshers game; and for 10 selected special events designated by Phillies Florida during 2019. 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 Spectrum 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 \$42.00 per hour, with no different pay scale for different employees.
- CFR will provide an on-site supervisor for each game at \$45.00 per hour. 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 Spectrum 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 \$42.00 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 \$42.00 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 insurance consistent with the insurance letter from Rick Osorio, the City's Risk Manager, dated October 5, 2018, which is attached hereto and incorporated herein by reference.

6. The term of this letter agreement shall be from the date it is signed by the Fire Chief through December 31, 2019. 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: _____
Scott Ehlers
Fire Chief

Date: _____

AGREED:

Phillies Florida LLC

By: Jay Warren
Jay Warren
Ballpark Operations Manager

Date: 1/18/2019

Attachment



CITY OF CLEARWATER

Risk Management, Post Office Box 4748, Clearwater, Florida 34628-4748
Municipal Services Building, 100 South Manatee Avenue
Telephone: (727) 562-4650 Fax: (727) 562-4659

October 5, 2018

Mr. John Nickolas
Vice President, Chief Financial Officer
The Phillies
Citizens Bank Park
One Citizens Way
Philadelphia, PA 19148

Re: City of Clearwater Self-Insurance Program, 2018 – 2019

Dear Mr. Nickolas:

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 10/01/18-10/01/19.
2. **Workers' Compensation:** Statutory coverage per Occurrence with self-insured retention of \$600,000. Excess Insurance via Safety National for the policy period 10/01/18 - 10/01/19.
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 10/01/18-10/01/19.
4. **Property:** \$100,000,000 per occurrence for the policy period 4/01/2018-4/01/2019 after either:
 - \$100,000 self-insured retention for perils other than named storm OR
 - 5% self-insured retention per value per unit for named storm, with a \$100,000 minimum per occurrence and \$5,000,000 maximum deductible any one occurrence.
 - NFIP limits for Zones A and V.

Doreen Caudell, Councilmember
Dr. Bob Cundiff, Councilmember

George N. Cretekos, Mayor

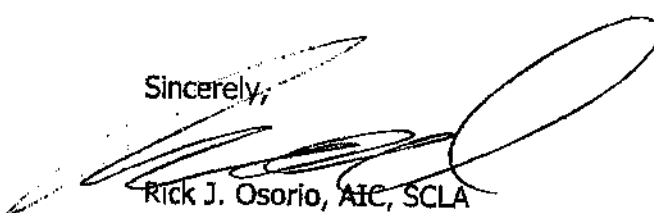


David Allbritton, Councilmember
Hoyt Hamilton, Councilmember

"Equal Employment and Affirmative Action Employer"

- Loss Payee: Owners of property to the extent of their interest in the property being leased or rented by the City of Clearwater, per the agreement.

Sincerely,



Rick J. Osorio, AIC, SCLA

Risk Manager, City of Clearwater

Ph. (727) 562-4655 E-mail: rick.osorio@myclearwater.com