

**CITY OF HOLLYWOOD  
INTEROFFICE MEMORANDUM**

**TO:** Mayor and Commissioners

**DATE:** February 2, 2016

**FROM:** Jeffrey P. Sheffel, City Attorney

**SUBJECT:** Proposed Agreement with IAFF to Implement New Overtime Scheduling Procedures

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I have reviewed the above-captioned agreement for form and legality, and the general business terms and other significant provisions are as follows:

- 1) Department/Office involved – Firer Rescue & Beach Safety
- 2) Type of Agreement – Memorandum of Understanding
- 3) Method of Procurement (RFP, bid, etc.) – n/a
- 4) Term of Contract
  - a) initial – 10/1/2014 – 9/30/2017.
  - b) renewals (if any) –
  - c) who exercises option to renew –
- 5) Contract Amount – There is no cost associated with the MOU.
- 6) Termination rights – n/a.
- 7) Indemnity/Insurance Requirements – The Union indemnifies the City for any claim arising out of the check-off of Union dues (no change).
- 8) Scope of Services – The scheduling of overtime is currently based on increments of 12 hrs. of overtime. When a firefighter works 12 hrs. of overtime, his or her name is moved to the bottom of the list. When the MOU goes into effect, overtime scheduling will be based on the total number of overtime hours worked in a calendar year. The firefighter with the least number of overtime hours worked will be at the top of the list, and the firefighter with the most overtime hours worked will be at the bottom of the list.
- 9) City's prior experience with Vendor – Yes.
- 10) Other significant provisions – None.

cc: Wazir A. Ishmael, Ph.D., City Manager