

1 funds and moneys relating to fire protection functions as
2 described in section 1 to the City of Hollywood.

3 Section 3. Effective November 22, 2000, the City of
4 Hollywood shall assume all liability of Broward County
5 relating to fire protection functions as described in section
6 1, both known and unknown. All assets, including real,
7 personal, and intangible properties belonging to Broward
8 County, relating to fire protection functions as described in
9 section 1 shall become assets and property of the City of
10 Hollywood.

11 Section 4. Commencing on November 22, 2000, all
12 contracts, including all collective bargaining agreements, to
13 which the Charter government of Broward County is a party
14 relating to fire protection functions as described in section
15 1 shall remain in full force and effect for the period
16 provided in the contract, except that the City of Hollywood
17 shall be substituted for the Charter government of Broward
18 County. The City of Hollywood shall be entitled to all
19 benefits and subject to all liabilities under such contracts
20 and have the same rights and liabilities to perform, require
21 performance, and modify or terminate such contracts as the
22 Charter government of Broward County. If on the effective
23 date of transfer there is no collective bargaining agreement
24 in force between Broward County and the Port Everglades Fire
25 Fighters, the City of Hollywood shall honor all prior
26 provisions of the collective bargaining agreement which had
27 expired immediately prior to the transfer until a successor
28 agreement is in force pursuant to chapter 447, Florida
29 Statutes.

30 Section 5. All employees performing fire protection
31 functions that were employed as of September 6, 1999, as

1 described in section 1 shall, effective November 22, 2000, be
2 employees of the City of Hollywood, subject to all ordinances,
3 rules, and regulations of the City of Hollywood, except as
4 same conflict with any agreements as described in section 4.

5 Section 6. To the extent necessary to provide for the
6 protection of persons and property within the Port
7 Jurisdictional Area as described in section 1, the City of
8 Hollywood shall have such extra territorial powers as
9 necessary to perform all fire protection functions. This
10 shall include, but not be limited to, the authority to
11 negotiate and enter into interlocal agreements, shared
12 services agreements, and automatic response agreements with
13 surrounding municipalities for fire services in the Port
14 Jurisdictional Area of Port Everglades Authority.

15 Section 7. Broward County shall maintain Emergency
16 Medical Services within the Port Jurisdictional Area as
17 outlined in the interlocal agreement.

18 Section 8. The item that shall appear on the ballot on
19 November 7, 2000, the date of the general election, shall be
20 as follows:

21 (Title) Transfer of Port Everglades fire
22 protection function to the City of Hollywood.
23 (Issue) All fire protection functions within
24 the Port Jurisdictional Area within Port
25 Everglades Authority shall be transferred from
26 Broward County to the City of Hollywood.

27
28 Yes _____ No _____

29 Section 9. This act shall take effect only upon its
30 approval by a majority vote of those qualified electors of
31 Broward County voting in a referendum election to be called by

1 the Supervisor of Elections of Broward County on November 7,
2 2000, the date of the general election, in accordance with the
3 provisions of law relating to elections currently in force in
4 Broward County, except that this section shall take effect
5 upon becoming a law. In this election, the procedures
6 prescribed in sections 101.6101-101.6107, Florida Statutes,
7 the Mail Ballot Election Act, may not be used.

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