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Interlocal Agreement

Between

SHERIFF OF BROWARD COUNTY

and

CITY OF COCONUT CREEK

Providing for

Delivery of Fire Protection and Emergency Medical Services by City of Coconut Creek
within a Certain Portion of Unincorporated Broward County known as
HILLSBORO PINES AND HILLSBORO RANCHES

Exhibit A Geographic Map
Exhibit B HIPAA

Interlocal Agreement

Between

SHERIFF OF BROWARD COUNTY

and

CITY OF COCONUT CREEK

Providing for

Delivery of Fire Protection and Emergency Medical Services by City of Coconut Creek within a Certain Portion of Unincorporated Broward County known as Hillsboro Pines and Hillsboro Ranches

This Interlocal Agreement is made by and between: SHERIFF OF BROWARD COUNTY (hereinafter referred to as "BSO"), and the CITY OF COCONUT CREEK, a municipal corporation of the State of Florida (hereinafter referred to as "CITY").

WHEREAS, certain portions of BSO's unincorporated areas are geographically distant from BSO Fire Rescue and Emergency Service locations; and

WHEREAS, the parties acknowledge that the CITY currently maintains a contractual relationship with a fire rescue provider to provide fire and rescue services for the CITY; and

WHEREAS, CITY, either itself or through its contracted provider of fire rescue services (hereinafter referred to as "Contract Provider") has the ability and is willing to provide fire protection and emergency medical services, including Advanced Life Support ("ALS") rescue/transport, to the areas described in Exhibit "A," attached hereto and made a part hereof; and

WHEREAS, BSO agrees to compensate CITY for the provision of such emergency medical and fire protection services within the areas described in Exhibit "A," and

WHEREAS, BSO and CITY have determined that it is mutually beneficial and in the best interest of the public to enter into this Interlocal Agreement; NOW, THEREFORE,

IN CONSIDERATION of the mutual covenants, promises, terms and conditions set forth herein, BSO and CITY do hereby agree as follows:

ARTICLE 1
BACKGROUND, PURPOSE AND INTENT AND DEFINITIONS

- 1.1 The above recitals are true and correct and are incorporated herein as if set forth in full hereunder.
- 1.2 It is the purpose and intent of this Interlocal Agreement for the CITY, through its Contract Provider, to provide fire protection and emergency medical services (“EMS”) within the area described in Exhibit “A.”
- 1.3 CITY intends to provide services from the closest available fire station. CITY contemplates providing the services described herein by and through its Contract Provider.

ARTICLE 2
DELIVERY OF EMERGENCY MEDICAL AND FIRE PROTECTION SERVICES

- 2.1 CITY, either itself or through its Contract Provider’s ALS rescue/transport units and personnel, shall provide comprehensive emergency medical services to residents and visitors within the areas described in Exhibit “A.”
- 2.2 CITY and its Contract Provider possesses and shall maintain throughout the term of this Interlocal Agreement a Class 1 - ALS Rescue Certificate of Public Convenience and Necessity (“CON”), as described in Chapter 3 1/2, Broward County Code of Ordinances and the appropriate State of Florida license enabling CITY to provide advanced life support services, as well as basic life support services, to patients upon arrival at emergency scenes requiring immediate emergency medical care.
- 2.3 CITY, through its Contract Provider and its fire apparatus and personnel, shall provide fire protection services to the area described in Exhibit “A”. In the event that an immediate life safety or fire code issue within the described area, CITY, through its Contract Provider, shall immediately notify BSO’s Fire Marshal’s Bureau via radio dispatch. The CITY, through its Contract Provider, shall immediately notify BSO’s Fire Marshal’s Bureau via dispatch of any incidents requiring fire and/or hazardous investigations and shall provide assistance to BSO’s Fire Marshal’s Bureau during the performance of fire and/or hazardous investigations within the described area.
- 2.4 BSO agrees to provide all fire prevention services, including but not limited to fire code official, fire safety inspections, fire plan review, and fire investigations in the described area and will assess fees in accordance with the County’s existing fee schedule which may be amended from time to time. BSO will retain all revenues in return for performing these services.

- 2.5 CITY, agrees to perform public fire safety education in the described area. CITY agrees to inspect all County fire hydrants at least twice per year (at six month intervals) for serviceability and compliance with ISO standards. Copies of said reports will be sent to the BSO Fire Marshal's Bureau on an annual basis. BSO agrees to inspect all fire wells at least twice per year (at six month intervals) for serviceability and compliance with ISO standards. Copies of said reports will be sent to the CITY on an annual basis.
- 2.6 CITY, through its Contract Provider, agrees to report its responses to incidents within the unincorporated areas identified in this Interlocal Agreement to BSO on a quarterly basis commencing the first quarter after the effective date of this Interlocal Agreement. CITY agrees to include in its quarterly reports all addresses, incident type, and response times where CITY has responded to an incident.
- 2.7 If CITY, through its Contract Provider, is required to request mutual aid to manage a fire or EMS incident within the referenced area, CITY shall notify BSO of such request.
- 2.8 CITY, through its Contract Provider shall provide emergency medical and fire protection services in the same manner and scope as provided to residents of the CITY.
- 2.9 In the event that any substantial properties within the areas described in Exhibit "A" become annexed by CITY or any other municipality within the term of this Interlocal Agreement, Exhibit "A" shall be automatically revised to reflect the annexation changes and the consideration payable to the City reduced accordingly.
- 2.10 In the event that any property in the service area becomes annexed by CITY or other municipality, or if additional development occurs within the defined service area which more than nominally impacts the level of service to be provided by CITY, the parties agree to commence renegotiation of this Interlocal Agreement on an expedited basis.
- 2.11 The response times to the Service Area shall be consistent with the response times to calls within the geographic boundaries of the CITY.

ARTICLE 3
TERM OF AGREEMENT

- 3.1 This Agreement shall commence on the date it is executed by the last party to sign, and shall terminate on September 30, 2024 unless otherwise terminated as provided herein. Thereafter, this Agreement shall automatically renew each year for four (4) consecutive years, unless either party notifies the other in writing, not later

than sixty (60) days prior to the expiration of this Agreement or any renewal term of this Agreement, of its intent not to renew .

- 3.2 This Agreement may only be terminated as provided for in this Agreement or otherwise agreed upon in writing by the parties.

ARTICLE 4 TERMINATION

- 4.1 This Interlocal Agreement shall be deemed automatically terminated and of no further force and effect if BSO, or CITY have filed or consented to the filing of a petition for reorganization or bankruptcy or is otherwise adjudicated insolvent.
- 4.2 BSO may immediately terminate this Interlocal Agreement in the event CITY or its Contract Provider do not maintain the appropriate Class 1 - ALS rescue CON and state license to provide the services hereunder.
- 4.3 Any party may terminate this Agreement, with or without cause, upon providing the other parties with no less than sixty (60) calendar days written notice.
- 4.4 In the event that all of the properties within the area described in Exhibit "B" become annexed by CITY, this Interlocal Agreement shall automatically terminate upon the effective date of the annexation by CITY of said properties.
- 4.5 Nothing in this Section shall prevent this City from changing the Contract Provider. However, BSO has the right to review the qualifications of the Contract Provider and may terminate this Agreement if the proposed Contract Provider is not acceptable to the BSO.

ARTICLE 5 DEFAULT

If either party fails to perform or observe any of the material terms and conditions of this Interlocal Agreement, after receipt of written notice of such default from the other party, the party giving notice of default may be entitled, but is not required, terminate the agreement or seek specific performance of this Interlocal Agreement on an expedited basis, as the performance of the material terms and conditions contained herein relate to the health, safety, and welfare of the residents subject to this Interlocal Agreement. The parties acknowledge that money damages or other legally available remedies may be inadequate for the failure to perform, and that the party giving notice is entitled to obtain an order requiring specific performance by the other party. Failure of any party to exercise its rights in the event of any breach by the other party shall not constitute a waiver of such rights. No party shall be deemed to have waived any failure to perform by the other party unless such waiver

is in writing and signed by the waiving party. Such waiver shall be limited to the terms specifically contained therein. This paragraph shall be without prejudice to the rights of any party to seek a legal remedy for any breach of the other party as may be available to it in law or equity.

ARTICLE 6 COMPENSATION

- 6.1 For the period October 1, 2019 through September 30, 2024 and any renewal period thereafter, BSO shall pay CITY in March and September an amount equal to the fire assessment fees collected by the Broward County Property Appraiser for the unincorporated properties within the area described in Exhibit "B" for the provision of emergency medical and fire protection services rendered by CITY pursuant to this Interlocal Agreement. The parties recognize and acknowledge that although the agreement will be fully executed subsequent to October 1, 2019, the payments to the CITY will be retroactive to October 1, 2019.
- 6.2 CITY shall retain all revenues generated from emergency medical transports by CITY within the area identified in Exhibit "B."

ARTICLE 7 LIABILITY

- 7.1 CITY and BSO shall each be separately liable and responsible for the actions of its officers, agents and employees in the performance of their respective obligations under this Interlocal Agreement.
- 7.2 CITY and BSO shall each independently defend any action or proceeding brought against their respective agency pursuant to this Interlocal Agreement and shall be separately responsible for all of their respective costs, attorney fees, expenses and liabilities incurred as a result of any such claims, demands, suits, actions, damages and causes of action, including the investigation or the defense thereof, and from and against any orders, judgments or decrees which may be entered as a result thereof, including appellate proceedings.
- 7.3 CITY shall be responsible for any claims, demands, damages and causes of action which may be brought against either party pursuant to this Interlocal Agreement as a result of the acts, omission or negligence of CITY, its agents, sub-contractors (including the Contract Provider), and their employees and officers.

ARTICLE 8
INSURANCE

- 8.1 Throughout the term of this Agreement and for all applicable statutes of limitations periods, CITY shall maintain in full force and effect the insurance coverages set forth in this Article.
- 8.2 All insurance policies shall be issued by companies that (a) are authorized to do business in the State of Florida, (b) have agents upon whom service of process may be made in Broward County, Florida, and (c) have a Best's rating of A-VI or better.
- 8.3 All insurance policies shall name and endorse the following as additional insureds for liabilities and claims resulting from the services provided pursuant to this Agreement: The Broward County Sheriff's Office, BSO, the Sheriff, Broward County, the Board of Commissioners of Broward County and their officers, agents, employees and commission members with a CG026 Additional Insured – Designated Person or Organization endorsement, or similar endorsement to the liability policies.
- 8.4 All insurance policies shall be on an occurrence/aggregate basis and shall be endorsed to provide that (a) CITY's insurance is primary to any other insurance available to the additional insureds with respect to claims covered under the policy and (b) CITY's insurance applies separately to each insured against whom claims are made or suit is brought and that the inclusion of more than one insured shall not operate to increase the insurer's limit of liability.

CITY shall carry the following minimum types of insurance and submit insurance information including aggregate limits:

1. Workers' Compensation: CITY shall carry Workers' Compensation insurance with the statutory limits, which shall include Employers' Liability insurance with a limit of not less than \$500,000 for each disease, and \$500,000 for aggregate disease.
2. Commercial General Liability Insurance. CITY shall carry Commercial General Liability Insurance with limits of not less than One Million Dollars (\$1,000,000) per occurrence combined single limit for Bodily Injury and Property Damage. The insurance policy must include coverage that is not more restrictive than the latest edition of the Commercial General Liability Policy, without restrictive endorsements, as filed by the Insurance Services Offices, and the policy must include coverages for premises and/or operations, independent contractors, products and/or completed operations for contracts, contractual liability, broad form contractual coverage, broad form property damage, products, completed operations, personal injury and cross

liability. Personal injury coverage shall include coverage that has the Employee and Contractual Exclusions removed.

3. Professional Liability (Errors and Omissions) Insurance: CITY shall carry Professional Liability coverage for it and its employees that has a per occurrence limit of not less than One Million Dollars (\$1,000,000). If the CITY has coverage in greater amounts or if the nature of the agreement requires additional insurance, then the limits will be increased.
 4. Business Automobile Liability Insurance: CITY shall carry Business Automobile Liability insurance with minimum limits of One Million Dollars (\$1,000,000) per occurrence, combined single limit Bodily Injury Liability and Property Damage. The policy must be no more restrictive than the latest edition of the Business Automobile Liability policy without restrictive endorsements, as filed by the Insurance Services Office, and must include owned vehicles and hired and non-owned vehicles.
 5. Umbrella or Excess Liability Insurance. CITY may satisfy the minimum liability limits required above under an Umbrella or Excess Liability policy. There is no minimum Per Occurrence limit of liability under the Umbrella or Excess Liability; however, the Annual Aggregate limit shall not be less than the highest "Each Occurrence" limit for any of the policies noted above. CITY agrees to name and endorse the Broward County Sheriff's Office, BSO, the Sheriff, Broward County, the Board of Commissioners of Broward County and their officers, agents, employees and commission members as additional insureds for liabilities and/or claims resulting from the services provided pursuant to this Agreement.
- 8.5 CITY shall provide BSO's Director of Risk Management and BSO's Contract/Lease Manager with a copy of the Certificate of Insurance or endorsements evidencing the types of insurance and coverages required by this Article prior to beginning the performance of work under this Agreement, and, at any time thereafter, upon request by the BSO.
- 8.6 CITY's insurance policies shall be endorsed to provide BSO with at least sixty (60) days prior written notice of cancellation, non-renewal, restrictions, or reduction in coverages or limits. Notice shall be sent to:

Broward Sheriff's Office
Attn: Director of Risk Management
2601 West Broward Boulevard
Fort Lauderdale, Florida 33312

- 8.7 If CITY's insurance policy is a claims made policy, then such insurance coverage must be maintained for a period of five (5) years after the expiration or termination of the Agreement or any extensions or renewals of the Agreement. Applicable coverages may be met by keeping the policies in force, or by obtaining an extension of coverage commonly known as a reporting endorsement or tail coverage.
- 8.8 If any insurance policies includes a general aggregate limit and provides that claims investigation or legal defense costs are included in the general aggregate limit, the general aggregate limit that is required shall be no more than five (5) times the occurrence limits specified above in this Article.
- 8.9 The provisions of this Article shall survive the expiration or termination of this Agreement.
- 8.10 Payment. If any of the insurance policies required under this Article above lapse during the term of this Agreement or any extension or renewal of the same, CITY shall not receive payment from BSO until such time that BSO has received satisfactory evidence of reinstated coverage of the types and coverages specified in this Article that is effective as of the lapse date. The Sheriff, in his sole discretion, may terminate the Agreement immediately and no further payments shall be due to CITY.

ARTICLE 9
HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT

Each party shall be responsible for complying with all federal, state and local laws, rules, regulations, and codes including, but not limited to, the Health Insurance Portability and Accountability Act ("HIPAA") and its implementing regulations. Each party shall comply with the provisions stated in the Business Associates Addendum, which is attached hereto as Exhibit "B." The CITY shall ensure that all subcontractors, including the Contract Provider, comply with HIPAA and its implementing regulations.

ARTICLE 10
MISCELLANEOUS

- 10.1 Joint Preparation: The preparation of this Interlocal Agreement has been a joint effort of the parties hereto and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other.
- 10.2 Merger: This Interlocal Agreement incorporates and includes all prior negotiations, correspondence, agreements or understandings applicable to the matters contained herein; and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Interlocal Agreement that are not contained in this document. Accordingly, the parties agree that no deviation

from the terms hereof shall be predicated upon any prior representations or agreements whether oral or written. It is further agreed that no change, amendment, alteration or modification in the terms and conditions contained herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith by all parties to this Interlocal Agreement.

- 10.3 Assignment: The respective obligations of the parties set forth herein shall not be assigned, or subcontracted in whole or in part, without the written consent of the other party.
- 10.4 Records and audit: CITY and BSO shall each maintain their own respective records and documents associated with this Interlocal Agreement in accordance with the requirements for records retention set forth in Chapter 119, Florida Statutes. Each party shall have the right to audit the books, records, and accounts of the other that are related to this Interlocal Agreement including, but not limited to those relating to, costs, revenues and special assessments. In addition, each party shall keep such books, records, and accounts as may be necessary in order to record complete and correct entries related to this Interlocal Agreement. Each party shall preserve and make available, at reasonable times for examination and audit by the other, all financial records, supporting documents, statistical records, and any other documents pertinent to this Interlocal Agreement. If an audit has been initiated and audit findings have not been resolved, the books, records, and accounts shall be retained until resolution of the audit findings. No confidentiality or non-disclosure requirement of either federal or state law shall be violated by either party.
- 10.5 Contract Administrators: The Contract Administrators for this Interlocal Agreement are the BSO director of the Department of Fire Rescue and Emergency Services or designee for BSO, and CITY's City Manager or designee for CITY. In the implementation of the terms and conditions of this Interlocal Agreement, as contrasted with matters of policy, all parties may rely upon instructions or determinations made by the respective Contract Administrators.
- 10.6 Governing Law and Venue: This Interlocal Agreement shall be governed, construed and controlled according to the laws of the State of Florida without regard to its conflict of laws provisions. Any claim, objection or dispute arising out of the terms of this Interlocal Agreement shall be litigated in the Seventeenth Judicial Circuit in and for Broward County, Florida.
- 10.7 Severability: In the event a portion of this Interlocal Agreement is found by a court of competent jurisdiction to be invalid, the remaining provisions shall continue to be effective unless CITY or BSO elects to terminate this Interlocal Agreement. An election to terminate this Interlocal Agreement based upon this provision shall be made within seven (7) calendar days after the court determination becomes final. For the purposes of this section, "final" shall mean the expiration of time within

which to file an appeal or the conclusion of any appellate proceeding and the granting of an order. In such an event, CITY and BSO agree to cooperate fully with the other to effectuate a smooth transition of services.

- 10.8 Notices: Whenever either party desires to give notice to the other, such notice must be in writing and sent by United States mail, return receipt requested, courier, evidenced by a delivery receipt or by an overnight express delivery service addressed to the party for whom it is intended at the place last specified; and the place for giving of notice shall remain such until it shall have been changed by written notice in compliance with the provisions of this paragraph. For the present, the parties designate the following as the respective places for giving of notice. Notice shall be effective upon delivery.

FOR BSO:

Director of Department of Fire Rescue and Emergency Services
Broward Sheriff's Office
2601 West Broward Boulevard
Fort Lauderdale, Florida 33312

with a copy to:

Office of the General Counsel
Broward Sheriff's Office
2601 West Broward Boulevard
Fort Lauderdale, Florida 33312

FOR CITY:

City Manager
City of Coconut Creek
4800 Copans Road
Coconut Creek, FL 33063

with a copy to:

Fire Administrator
City of Coconut Creek
4800 West Copans Road
Coconut Creek, FL 33063

- 10.9 Nondiscrimination: CITY's and BSO's decisions regarding the delivery of services under this Interlocal Agreement shall be made without regard to or consideration of race, age, religion, color, gender, sexual orientation (Broward County Code, Chapter

16 1/2), national origin, marital status, physical or mental disability, political affiliation, or any other factor which cannot be lawfully used as a basis for service delivery.

CITY and BSO shall not engage in or commit any discriminatory practice in violation of the Broward County Human Rights Act (Broward County Code, Chapter 16 1/2) in performing any services pursuant to this Interlocal Agreement.

- 10.10 Third Party Beneficiaries: Neither CITY nor BSO intend that any person shall have a cause of action against either of them as a third party beneficiary under this Interlocal Agreement. Therefore, the parties agree that there are no third party beneficiaries to this Interlocal Agreement and that no third party shall be entitled to assert a claim against either of them based upon this Interlocal Agreement. The parties expressly acknowledge that it is not their intent to create any rights or obligations in any third person or entity under this Interlocal Agreement.
- 10.11 Performance: CITY and BSO represent that all persons performing the services required under this Interlocal Agreement have the knowledge and skills, either by training, experience, education, or a combination thereof, to adequately and competently perform the duties, obligations, and services set forth in the scope of services. Both parties shall perform their respective duties, obligations, and services under this Interlocal Agreement in a skillful and respectable manner.
- 10.12 Materiality and Waiver of Breach: BSO and CITY agree that each requirement, duty, and obligation set forth herein is substantial and important to the formation of this Interlocal Agreement and, therefore, is a material term hereof.

Either party's failure to enforce any provision of this Interlocal Agreement shall not be deemed a waiver of such provision or modification of this Interlocal Agreement. A waiver of any breach of a provision of this Interlocal Agreement shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of the terms of this Interlocal Agreement.

- 10.13 Compliance with Laws: The parties shall comply with all federal, state, and local laws, codes, ordinances, rules, and regulations in performing its duties, responsibilities, and obligations pursuant to this Interlocal Agreement.
- 10.14 Priority of Provisions: If there is a conflict or inconsistency between any term, statement, requirement, or provision of any exhibit attached hereto, any document or events referred to herein, or any document incorporated into this Interlocal Agreement by reference and a term, statement, requirement, or provision of this Interlocal Agreement, the term, statement, requirement, or provision contained in Articles 1 through 10 of this Interlocal Agreement shall prevail and be given effect.

- 10.15 Amendments: Except as expressly authorized in this Interlocal Agreement, no modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document prepared with the same or similar formality as this Interlocal Agreement and executed by BSO and CITY.
- 10.16 Independent Contractor: CITY and BSO are independent contractors under this Interlocal Agreement. Services provided by the parties shall be by employees, agents or approved subcontractors of the respective party and subject to supervision by that party. In providing such services, neither CITY's or BSO's officers, employees, agents or approved subcontractors shall act as officers, employees, or agents of the other party. This Interlocal Agreement shall not constitute or make the parties a partnership or joint venture. Personnel policy, tax responsibilities, social security, health insurance, employee benefits, travel, per diem policy, purchasing policies and any other similar administrative procedures applicable to services rendered under this Interlocal Agreement shall be those of the respective party.
- 10.17 Termination of Prior Agreement. That certain Interlocal Agreement between the parties for the provision of emergency medical services, as amended by the parties, shall be deemed terminated and of no further force and effect upon the execution of this Interlocal Agreement by both parties.
- 10.18 Multiple Originals: This Interlocal Agreement may be fully executed in five (5) copies by all parties, each of which, bearing original signatures, shall have the force and effect of an original document.

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INTERLOCAL AGREEMENT BETWEEN SHERIFF OF BROWARD COUNTY AND THE CITY OF COCONUT CREEK PROVIDING FOR DELIVERY OF EMERGENCY MEDICAL AND FIRE PROTECTION SERVICES BY CITY OF COCONUT CREEK WITHIN A PORTION OF UNINCORPORATED BROWARD COUNTY KNOWN AS HILLSBORO PINES AND HILLSBORO RANCHES

IN WITNESS WHEREOF, the parties hereby execute this Agreement on the date(s) set forth below:

BSO

SHERIFF OF BROWARD COUNTY

GREGORY TONY, Sheriff of Broward County

Date: _____

Approved as to form and legal sufficiency
Subject to execution by the parties:

By: _____ Date: _____
Terrence O. Lynch, General Counsel

CITY

ATTEST:

CITY OF COCONUT CREEK

By: _____
Leslie Wallace May, City Clerk

By: _____
Karen M. Brooks, City Manager

__ day of _____, 2020.

APPROVED AS TO FORM:

Terrill C. Pyburn, City Attorney