

**RESOLUTION NO. 2012-94**

**A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF COCONUT CREEK, FLORIDA, AUTHORIZING THE CITY MANAGER TO EXECUTE AN INTERLOCAL AGREEMENT BETWEEN THE CITY OF COCONUT CREEK AND THE SHERIFF OF BROWARD COUNTY FOR DELIVERY OF FIRE PROTECTION AND EMERGENCY MEDICAL SERVICES TO CERTAIN PORTIONS OF UNINCORPORATED BROWARD COUNTY KNOWN AS HILLSBORO PINES AND HILLSBORO RANCHES BY THE CITY OF COCONUT CREEK; PROVIDING AN EFFECTIVE DATE**

**WHEREAS**, the Sheriff of Broward County, Florida, is responsible for fire protection and emergency medical services to unincorporated Broward, and a City fire station is located geographically close to these unincorporated areas; and

**WHEREAS**, the City and the Sheriff of Broward County, Florida, agree that the City will provide fire protection and emergency medical services to the unincorporated area known as Hillsboro Pines and Hillsboro Ranches; and

**WHEREAS**, the City, through its contracted provider of fire rescue services, 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 "B," attached hereto and made a part hereof; and

**WHEREAS**, the Sheriff of Broward County, Florida, agrees to compensate the City of Coconut Creek for the provision of such emergency medical and fire protection services within the areas described in Exhibit "B," and

**WHEREAS**, the Sheriff of Broward County, Florida, and the City of Coconut Creek have determined that it is mutually beneficial and in the best interest of the public to enter into this Interlocal Agreement;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF COCONUT CREEK, FLORIDA:

**Section 1:** That the City Commission has reviewed and hereby approves the Interlocal Agreement between the Sheriff of Broward County and the City of Coconut Creek for the delivery of fire protection and emergency medical services within certain portions of unincorporated Broward County known as Hillsboro Pines and Hillsboro Ranches.

**Section 2:** That the City Manager is authorized to execute said Agreement between the Sheriff of Broward County and the City of Coconut Creek.

**Section 3:** That this Resolution shall be in full force and effect immediately upon its passage.

Adopted this 8th day of November, 2012 on a motion by Commissioner Sarbone and seconded by Vice Mayor Belvedere

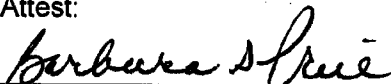
Ayes 5

Nays 0

Absent or Abstaining 0

  
Marilyn Gerber, Mayor

Attest:

  
Barbara S. Price, MMC  
City Clerk

Gerber Aye

Belvedere Aye

Sarbone Aye

Tooley Aye

Aronson Aye

**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    Fire Rescue Contract  
Exhibit B    Geographic Map  
Exhibit C    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, which is contract is attached hereto as Exhibit "A," to provide fire and rescue services for the CITY; and

**WHEREAS**, CITY, 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 "B," 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 "B," 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 "B."
- 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, through it's 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 "B."
- 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 it's Contract Provider and its fire apparatus and personnel, shall provide fire protection services to the area described in Exhibit "B". In the event that an immediate life safety or fire code issue within the described area, CITY, through it's 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 it's 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, it's 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 "B" become annexed by CITY or any other municipality within the term of this Interlocal Agreement, Exhibit "B" 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, 2015 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, 2012 through September 30, 2015 and any renewal period thereafter, BSO shall pay CITY on a quarterly basis, 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, 2012, the payments to the CITY will be retroactive to October 1, 2012.
- 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 "C." 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.

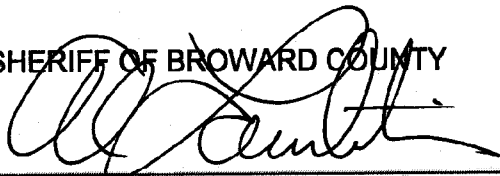
**THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK**

**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

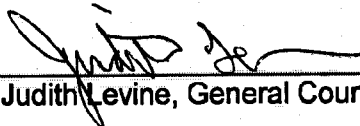
SHERIFF OF BROWARD COUNTY



AL LAMBERTI, Sheriff of Broward County

Date: 11-28-12

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

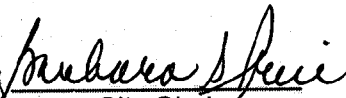
By   
Judith Levine, General Counsel



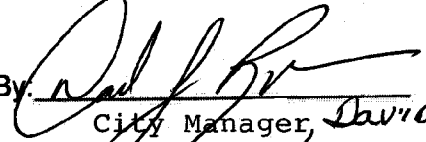
Date: 11/27/12

CITY

ATTEST:


By   
Barbara Speer  
City Clerk

CITY OF COCONUT CREEK

By   
City Manager, David J. Rivera

14<sup>th</sup> day of November, 2012.

APPROVED AS TO FORM:

  
Office of the City Attorney  
Paul S. Stunick

h:\contract\Coconut Creek 9/28/12



**EXHIBIT "A"**

**FIRE RESCUE CONTRACT**

**INTERLOCAL AGREEMENT  
BETWEEN  
THE CITY OF COCONUT CREEK  
AND  
THE CITY OF MARGATE**

**INTERLOCAL AGREEMENT**

**Between**

**THE CITY OF COCONUT CREEK**

**And**

**THE CITY OF MARGATE**

**Providing for**

**DELIVERY OF EMERGENCY MEDICAL  
AND FIRE PROTECTION SERVICES**

**October 1, 2010**

INTERLOCAL AGREEMENT

Between

THE CITY OF COCONUT CREEK

And

THE CITY OF MARGATE

Providing for

DELIVERY OF EMERGENCY MEDICAL AND FIRE PROTECTION SERVICES BY  
THE CITY OF MARGATE

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

WHEREAS, COCONUT CREEK is desirous to contract for Fire Rescue Services,  
and

WHEREAS, MARGATE and COCONUT CREEK desire to enter into this Interlocal Agreement to provide for the delivery of emergency medical and fire protection services by MARGATE within the municipal boundaries of COCONUT CREEK, and the unincorporated areas commonly referred to as "Hillsboro Ranches" and "Hillsboro Pines", and to set forth how such emergency medical and fire protection services will be provided; and

WHEREAS, MARGATE and COCONUT CREEK 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, and other good and valuable consideration, MARGATE and COCONUT CREEK do hereby agree as follows:

ARTICLE 1

BACKGROUND, PURPOSE AND INTENT

- 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 MARGATE and COCONUT CREEK to provide for a means by which each governmental entity may exercise cooperatively its respective powers and privileges in order to further a common goal.
- 1.3 The respective elected bodies of COCONUT CREEK and MARGATE find the method of delivery of emergency medical and fire protection services set forth in this Interlocal Agreement is in the best interest of the public and can best be accomplished through coordination of the provision of such services as set forth herein.

ARTICLE 2

GENERAL TERMS AND CONDITIONS

- 2.1 This Interlocal Agreement (ILA) shall supercede all other interlocal agreements including the interlocal agreement previously executed and said ILA shall be effective from October 1, 2010 through September 30, 2014.
- 2.2 MARGATE's Fire Rescue Department shall provide fire protection and EMS services to the residents, businesses, and all persons within the corporate city limits of COCONUT CREEK, as well as the Seminole Trust Property, and the Hillsboro Pines/ Hillsboro Ranches areas whether unincorporated or annexed into the City.
- 2.3 COCONUT CREEK's City Manager or designee shall have the right to require MARGATE to transfer personnel to an area not primarily serving COCONUT CREEK, upon providing MARGATE with written notice to transfer such personnel. MARGATE shall transfer said personnel within fifteen (15) days of written notification by COCONUT CREEK and refill the position concurrent with such transfer.
- 2.4 MARGATE shall have the right to permanently transfer or reassign any personnel to an area not primarily serving COCONUT CREEK, upon providing the employee with written notice of such transfer or reassignment.
- 2.5 MARGATE and COCONUT CREEK shall abide by and perform all of their respective obligations set forth herein.
- 2.6 COCONUT CREEK and MARGATE agree in good faith to modify this Interlocal Agreement as may be needed to maintain an effective emergency medical and fire protection system.

ARTICLE 3

DELIVERY OF EMERGENCY MEDICAL SERVICES

- 3.1 MARGATE shall provide advanced life support emergency medical services to COCONUT CREEK on a twenty-four (24) hour, seven (7) days per week basis during the contract period of this Interlocal Agreement.
- 3.2 COCONUT CREEK shall possess and shall maintain throughout the term of this Interlocal Agreement a Class 1 – Advanced Life Support (ALS) Rescue Certificate of Public Convenience and Necessity (“CON”).
- 3.3 MARGATE shall provide emergency medical transportation for all patients requiring transportation to an appropriate hospital emergency department, including, but not limited to, Northwest Medical Center, Coral Springs Medical Center, University Medical Center, Florida Medical Center, West Boca Medical Center, Boca Community Hospital, North Broward Medical Center, Imperial Point Medical Center, Holy Cross Hospital, and Broward General Medical Center. MARGATE shall not utilize a third party provider for the provision of services referenced in this section unless approved by COCONUT CREEK; provided, however, MARGATE may utilize the services of a third party without COCONUT CREEK’s approval when all the units are busy.

ARTICLE 4

DELIVERY OF FIRE PROTECTION SERVICES

During the term of this ILA, MARGATE shall provide fire rescue and emergency medical services from COCONUT CREEK’s Fire Station 94, and from MARGATE’s three (3) fire stations, Station 98, Station 18, and Station 58, and from a station to be located in south Coconut Creek. Station 94 shall be staffed with an ALS engine and ALS rescue transport unit with a minimum staff of five (5) firefighter/paramedics, or EMT’s. The Coconut Creek south station shall be developed during the term of this Interlocal Agreement. Staffing for the south station shall be determined jointly based on the size and location of said station once established. However, staffing for the Margate/Coconut Creek system shall remain consisting of twenty-four (24) on-duty personnel per shift.

ARTICLE 5

SPECIAL PROVISIONS

- 5.1 MARGATE agrees that all fire apparatus and rescue vehicles shall prominently display on the vehicle’s exterior the legend “Margate-Coconut Creek Fire Rescue” in a format to be mutually agreed upon by COCONUT CREEK and MARGATE and shall contain all standard support equipment.

- 5.2 MARGATE agrees to have the following verbiage on any documents, business cards, reports, brochures, and all other documents prepared by MARGATE that are left with citizens or handed out from any units assigned to cover COCONUT CREEK. "Fire Rescue and EMS services are provided via a contract partnership between Margate and Coconut Creek. All comments should be addressed to Coconut Creek Fire Chief at (954) 973-6706."
- 5.3 COCONUT CREEK's Fire Chief or his designee shall be given full use of MARGATE's communications system and will retain full and sole use of the radio identifiers as follows: Chief 50, Deputy 50, Chief 94, Deputy 94, Inspector 94, Inspector 50 and Marshal 50. COCONUT CREEK agrees to procure the radios at its expense and MARGATE agrees to program the radios similar to MARGATE's Battalion Chief assigned to this area.
- 5.4 COCONUT CREEK shall purchase one (1) personal computer appropriately configured for COCONUT CREEK's Fire Chief, or his designee, to access MARGATE's fire-rescue records management system in a "read-only" mode to include all CAD, fire reports, and EMS reports. Maintenance and replacement of the computer shall be COCONUT CREEK's responsibility. MARGATE agrees to provide COCONUT CREEK, at MARGATE's expense, any and all upgrades or additions to the software programs which may be utilized pursuant to this Interlocal Agreement. COCONUT CREEK shall be responsible for the cost of any phone lines needed for interconnection. All request for records or response to public records requests shall be addressed by the Margate Fire Department Records Coordinator.
- 5.5 COCONUT CREEK's Fire Chief shall have the right to ride on any apparatus at will. COCONUT CREEK shall also have the right to perform inspections of the stations and equipment assigned to COCONUT CREEK without prior notification to MARGATE. The results of such observations and inspections shall be directed to MARGATE's Fire Chief.
- 5.6 MARGATE agrees to notify COCONUT CREEK in advance of all training classes, drills and training meetings. COCONUT CREEK's Fire Chief shall be given full access to attend all such activities. MARGATE agrees to submit to the Coconut Creek Fire Chief, a training schedule with updates as necessary as soon as may be practical.
- 5.7 The respective Fire Chiefs shall hold meetings as often as they deem necessary to address, at a minimum, any contract issues and the services being provided by MARGATE pursuant to this ILA.
- 5.8 COCONUT CREEK's Fire Chief and Deputy Fire Marshal shall be permitted to attend and participate in all strategy meetings at the incident command location during emergency incidents, but are not authorized to be in command of said incident.
- 5.9 MARGATE agrees to provide COCONUT CREEK's Fire Chief with notice of any disciplinary action taken involving a MARGATE employee assigned to COCONUT CREEK. COCONUT CREEK agrees to notify MARGATE of any complaints

received regarding MARGATE's personnel or service provided pursuant to this Interlocal Agreement. MARGATE shall be given a reasonable amount of time under the circumstances to investigate the complaint and deliver a written report to Coconut Creek's Fire Chief.

- 5.10 MARGATE shall provide the Coconut Creek Fire Chief with a monthly report indicating all repairs and preventative maintenance performed to all fire rescue vehicles.
- 5.11 MARGATE agrees to allow Coconut Creek's City Manager to be present and participate in the selection of any future Fire Chief appointment. The Margate City Manager shall have the final decision on the selection of a future Fire Chief.
- 5.12 COCONUT CREEK reserves the right to survey Coconut Creek residents, businesses, and patients.
- 5.13 "Turn Out Time" shall be defined as the time from when the station is alerted, to the time that all responding units have left the station and are continuously enroute to the incident. Maximum "turn out time standards" shall be established.
- 5.14 All Margate personnel shall wear T- shirts displaying Margate/Coconut Creek Fire Rescue per Fire Department rules, after current inventory of T-shirts is exhausted. New orders for shirts shall be placed, which display Margate/Coconut Creek.

#### ARTICLE 6

##### ADDITIONAL SERVICES

- 6.1 In addition to the foregoing emergency medical and fire protection services, MARGATE shall provide the following specialized services, consistent with service levels MARGATE concurrently renders to other agencies, except as provided below, without additional cost to COCONUT CREEK.
- 6.2 All E-911 calls originating in COCONUT CREEK shall be answered by COCONUT CREEK's Public Safety Answering Point (PSAP). All calls for fire-rescue services received by COCONUT CREEK's Public Safety Answering Point (PSAP), which require a response by MARGATE's Fire Rescue Division shall be immediately forwarded to MARGATE's Fire Rescue Communication Center for operational dispatch.
- 6.3 MARGATE shall provide public education programs, through personnel assigned to COCONUT CREEK, designed to reduce the risk of property damage, injury, or loss of life from fire or from hazardous materials.
- 6.4 MARGATE may provide to COCONUT CREEK, upon request of COCONUT CREEK's City Manager and the availability of resources, such additional service as may from time to time be agreed upon in writing by the parties. The cost of such services shall be equal to Margate's actual cost for such services, and shall be borne

by COCONUT CREEK, and shall be payable in such amounts and in such a manner as may be determined by mutual agreement of the parties.

- 6.5 The parties agree that fire prevention services, including inspection and plan review, fire investigation services, and arson investigation assistance are not included under the scope of this Interlocal Agreement. COCONUT CREEK shall remain responsible for the provision of these services.
- 6.6 Rescue units assigned to Coconut Creek shall not be used for non-emergency medical transport.

#### ARTICLE 7

##### MEDICAL DIRECTION

MARGATE presently has and shall maintain throughout the term of this Interlocal Agreement a Medical Director as required by Chapter 401, Florida Statutes, and shall utilize the medical treatment protocols of MARGATE's Medical Director.

#### ARTICLE 8

##### FIRE RESCUE OPERATIONS

Except when the north engine or ladder is on a call, Margate shall maintain at least one in-service fire suppression engine or ladder truck north of Wiles Road at all times. An in-service fire suppression unit does not have to be located north of Wiles Road when all Margate-Coconut Creek units are on calls in either City.

#### ARTICLE 9

##### FACILITIES

- 9.1 COCONUT CREEK shall provide housing for an engine and rescue at Station 94, and a rescue to be located in the south portion of Coconut Creek. Said housing will include apparatus parking and crew quarters, generally consisting of, sleeping quarters, kitchen facilities and bathing areas.
- 9.2 COCONUT CREEK shall be responsible for structural repairs, maintenance (not including daily housekeeping), and replacement of mechanical equipment. COCONUT CREEK shall not be responsible for accidents or damage to the COCONUT CREEK property if caused by MARGATE's equipment or personnel. COCONUT CREEK shall be responsible for the maintenance and replacement of the carpeting and appliances as needed. Station 94 refrigerators and ice machine are



property of Margate and are excluded. All furniture and station alerting systems shall be provided and maintained by Margate at all Coconut Creek locations.

- 9.3 Excluding major structural and mechanical repairs, MARGATE shall maintain those areas of Station 94 which MARGATE is entitled to the exclusive use and occupation thereof, including but not limited to, the firefighter/paramedics' living area, dorms, kitchen, Lt.'s office and dorm, equipment rooms and all of the apparatus bays. MARGATE agrees to maintain during the term of this Interlocal Agreement the facilities in a clean condition, free from debris, normal wear and tear excepted.
- 9.4 COCONUT CREEK shall provide all utilities, including but not limited to, electric, water, sewer and solid waste removal; lawn and landscaping services; and shall maintain the exterior of the building and surrounding parking areas, doors, windows, roof, electrical system, air conditioning system, plumbing and shall be responsible for hurricane preparedness.
- 9.5 MARGATE agrees to allow COCONUT CREEK police and other COCONUT CREEK employees, or emergency management staffing access to kitchen facilities, showers and other facilities for COCONUT CREEK personnel during declared disasters and hurricanes. This use will be in conjunction with the MARGATE's use of said facilities.

#### ARTICLE 10

##### EMPLOYMENT RESPONSIBILITIES

- 10.1 Upon the expiration or termination of this Interlocal Agreement, any personnel hired for positions to service COCONUT CREEK shall be hired by COCONUT CREEK or the successor service provider. In the event of termination or expiration of this Interlocal Agreement, MARGATE and COCONUT CREEK shall cooperate in good faith in order to effectuate a smooth and harmonious transition from MARGATE to a COCONUT CREEK provider and to maintain during such period of transition the same high quality of fire rescue services as contemplated by this Interlocal Agreement. COCONUT CREEK agrees that upon any termination or expiration of this Interlocal Agreement, it shall hire and retain the 36 individuals who are hired by Margate to fill positions for the expansion of fire/EMS services to serve Coconut Creek, pursuant to this Agreement. This shall specifically include the (3) three Coconut Creek employees who were originally transferred to Margate, based upon the ILA dated November 29, 1999 .
- 10.2 The process to determine the employees that will be hired by the Coconut Creek system will be that COCONUT CREEK shall post an opening for hiring for fire personnel including the number of individuals needed by rank or specialty, and hire a minimum of 33 additional employees from The Margate Fire service. Should less than 33 employees apply to Coconut Creek from within the Margate Fire System, then the remaining employees necessary or required to fulfill the minimum transfer requirement, shall be released from the Margate Fire service based on seniority (lowest seniority first, LIFO) regardless of rank, and Coconut Creek shall offer said

employees placement within The Coconut Creek System. Coconut Creek shall then be released of the obligation to hire any additional persons from the Margate System. The 36 individuals that become Coconut Creek Fire employees pursuant to this article shall be accepted as Coconut Creek employees with a maximum of 150 hours of accrued sick time and 150 hours of accrued vacation time. Coconut Creek shall be responsible for the payment of said sick and vacation time.

- 10.3 COCONUT CREEK is hereby automatically released from all such employment responsibilities including those stated in sections 10.1 and 10.2 of this agreement should any type of Fire District be created to serve both Margate and Coconut Creek. However, in no event shall MARGATE be responsible for payment of the 150 hours of sick and vacation time referenced in paragraph 10.2 .

#### ARTICLE 11

##### VEHICLES/EQUIPMENT

Coconut Creek agrees to provide replacement and retain ownership of fire suppression and rescue vehicles in the event that vehicles normally stationed in COCONUT CREEK become inoperable. In the event an aerial vehicle assigned to COCONUT CREEK is inoperable or is out-of-service for maintenance, MARGATE will utilize an ALS Class A pumper in COCONUT CREEK and shall request stand-by aerial units in accordance with Broward County's Fire Chief's Mutual Aid Plan. Any new equipment purchased by Coconut Creek, which may be put in active service during this contract, will be the property of Coconut Creek.

#### ARTICLE 12

##### REPORTING

- 12.1 A report indicating all calls for service within COCONUT CREEK shall be maintained and presented monthly to COCONUT CREEK's Fire Chief. The report shall contain, at a minimum, the following: time of dispatch, identification of units dispatched, classification of call, time en route, and time of arrival.
- 12.2 MARGATE shall submit a quarterly report of the status and activities of the fire rescue services provided to COCONUT CREEK during MARGATE's fiscal year pursuant to this Interlocal Agreement. MARGATE shall submit the report in a form(s) and at a time agreed upon by the Fire Chiefs or their designees for both parties.

#### ARTICLE 13

##### CONSIDERATION

- 13.1 The consideration to be paid by COCONUT CREEK to MARGATE shall be payable in equal monthly installments payable on the first day of each month commencing October 1, 2010.

13.2 Coconut Creek shall pay Margate the following annual amounts as described.

<u>From</u>	<u>To</u>	<u>Amount</u>
10/01/10	9/30/11	\$5,458,021
10/01/11	9/30/12	\$6,158,021
10/01/12	9/30/13	\$6,646,662
10/01/13	9/30/14	\$7,174,395

13.3 Parties agree to reopen the amount of consideration paid pursuant to this contract if the calls in Coconut Creek reach or exceed 50% of total calls. The 50% mark will be determined based on the consistency of the total calls over the 50% mark. Margate shall report the call comparatives each month to the Coconut Creek Fire Chief. Using a rolling six month average of the call comparatives, if Coconut Creek exceeds the 50% of total calls mark, the parties agree to open the contract for the purposes of evaluating the annual payment amount to be in place at the next fiscal year renewal.

13.4 Fees and Revenues:

13.4.1 The parties acknowledge and agree that Margate may invoice, and collect fees for those persons receiving ALS/BLS transport services per section 13.5.3 below.

13.4.2 MARGATE agrees to provide ALS/BLS transport services to the citizens of COCONUT CREEK to appropriate emergency medical facilities on the same basis as it is providing to citizens of the City of Margate. Invoicing and collection shall be on the same basis as to the citizens of the City of Margate.

13.4.3 The parties acknowledge and agree that COCONUT CREEK shall be reimbursed in full for the first \$500,000 of the fees collected from within Coconut Creek for those persons receiving ALS/BLS transport services. Thereafter, any revenue collected over and above \$500,000, Margate shall reimburse Coconut Creek at a rate of fifty percent.

13.5 COCONUT CREEK agrees to pay for the services provided under this Interlocal Agreement. If during any year of this Interlocal Agreement, COCONUT CREEK determines that ad valorem tax revenues are not available to fund the services provided by MARGATE, it shall be obligated to pay for the services from any or all other revenue sources available to it or which may be made available to it.

ARTICLE 14

TERM OF AGREEMENT

14.1 This Interlocal Agreement shall become effective on October 1, 2010 and shall terminate on September 30, 2014.

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

#### ARTICLE 15

##### TERMINATION

- 15.1 This Interlocal Agreement shall be deemed automatically terminated and of no further force and effect if COCONUT CREEK or MARGATE has filed or consented to the filing of a petition for reorganization or bankruptcy or is otherwise adjudicated insolvent.
- 15.2 This Interlocal Agreement provides in Article 16, "Default" for the judicial remedy of specific performance to cause either party to perform its obligations in accordance with the terms and conditions herein. In the event a court was to determine that either party was in default in the performance of its obligations pursuant to this Interlocal Agreement and that specific performance was not any adequate remedy to cause the other party to perform its obligations herein, in addition to all other remedies available to the parties, the parties shall be entitled to request a judicial order seeking rescission of this Interlocal Agreement.
- 15.3 In the event of termination or expiration of this Interlocal Agreement, MARGATE and COCONUT CREEK shall cooperate in good faith in order to effectuate a smooth and harmonious transition from MARGATE to a COCONUT CREEK fire department and to maintain during such period of transition the same high quality of fire rescue services as contemplated by this Interlocal Agreement.
- 15.4 At will termination. This Agreement may be terminated by either party, with or without cause according to the following schedule.
1. Either party may terminate this Agreement at its sole discretion with twelve (12) months written notice signed and dated by the City Manager.

#### ARTICLE 16

##### DEFAULT

Notwithstanding a party's right to terminate this Interlocal Agreement as set forth in Article 15 above, if the other party fails to perform or observe any of the material terms and conditions of this Interlocal Agreement for a period of ten (10) calendar days after receipt of written notice of such default from other party, the party giving notice of default may be entitled, but is not required, to 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 Article 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 17

##### INSURANCE

- 17.1 MARGATE shall maintain either a self-insurance program or be insured to protect against liability as specified in Section 768.28 of the Florida Statutes. In the event the program is modified during the term of this Interlocal Agreement, MARGATE shall provide COCONUT CREEK with at least thirty (30) days prior written notice.
- 17.2 COCONUT CREEK shall pay for and maintain its own comprehensive general liability insurance or maintain a self-insuring fund for the term of this Interlocal Agreement in the amount determined by COCONUT CREEK to adequately insure COCONUT CREEK's liability assumed herein, but in no event shall such coverage be less than the statutory waiver of sovereign immunity. In the event such coverage is modified, in any regard, before the expiration date of this Interlocal Agreement, COCONUT CREEK will provide at least thirty (30) day's prior written notice to MARGATE.

#### ARTICLE 18

##### LIABILITY

- 18.1 COCONUT CREEK and MARGATE shall each be individually and separately liable and responsible for the actions of its officers, agents and employees in the performance of their respective obligations under this Interlocal Agreement.
- 18.2 COCONUT CREEK and MARGATE shall each individually defend any action or proceeding brought against their respective agency pursuant to this Interlocal Agreement and shall be individually responsible for all of their respective costs, attorneys' 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.
- 18.3 COCONUT CREEK and MARGATE agree that no indemnification or hold harmless agreement shall be in effect concerning any claims, demand, damages and causes of action which may be brought against either party pursuant to this Interlocal Agreement.

- 18.4 The parties shall each individually maintain throughout the term of this Interlocal Agreement any and all applicable insurance coverage required by Florida law for governmental entities.

#### ARTICLE 19

##### MISCELLANEOUS

- 19.1 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.
- 19.2 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 predicted 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.
- 19.3 Assignment: The respective obligations of the parties set forth in this Interlocal Agreement shall not be assigned, in whole or in part, without the written consent of the other party.
- 19.4 Records: COCONUT CREEK and MARGATE 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.
- 19.5 Contract Administrators: The Contract Administrators for this Interlocal Agreement are the MARGATE City Manager and/or designee for MARGATE, and COCONUT CREEK's City Manager or designee for COCONUT CREEK. 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.
- 19.6 Recordation/Filing: The Margate City Clerk is hereby authorized and directed after approval of this Interlocal Agreement by the governing body of COCONUT CREEK and MARGATE and the execution thereof by the duly qualified and authorized officers of each of the parties hereto, to file this Interlocal Agreement with the Clerk of Broward County, Florida, as required by Section 163.01(11), Florida Statutes.
- 19.7 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.

- 19.8 **Severability:** In the event of this Interlocal Agreement is found by a court of competent jurisdiction to be invalid, the remaining provisions shall continue to be effective.
- 19.9 **Notices:** Whenever either party desired 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 MARGATE:

City Manager  
City of Margate  
5790 Margate Boulevard  
Margate, FL 33063

**With a copy to:**

City Attorney  
City of Margate  
5790 Margate Boulevard  
Margate, FL 33063

FOR COCONUT CREEK:

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

**With a copy to:**

City Attorney  
City of Coconut Creek  
4800 West Copans Road  
Coconut Creek, FL 33063


- 19.10 **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 MARGATE and COCONUT CREEK.
- 19.11 **Third Party Beneficiaries:** Neither COCONUT CREEK nor MARGATE 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.


- 19.12 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, requirements, or provision contained in Articles 1 through 19 of this Interlocal Agreement shall prevail and be given effect.
- 19.13 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.
- 19.14 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.
- 19.15 Prior to institution of any litigation, the parties agree to be bound by Chapter 164 of the Florida Statutes in existence at the date of the execution of this Agreement.
- 19.16 Waiver of Jury Trial: The parties to this Agreement hereby knowingly, irrevocably, voluntarily and intentionally waive any right either may have to a trial by jury in respect to any action, proceeding, lawsuit or counterclaim based upon the contract, arising out of, under, or in connection with the matters to be accomplished in this Agreement, or any course of conduct, course of dealing, statements (whether verbal or written) or the actions or inactions of any party.



CITY OF COCONUT CREEK

ATTEST:

  
Barbara S. Price, City Clerk

By   
David J. Rivers, City Manager


APPROVED AS TO FORM

By   
Paul S. Stuart, City Attorney

CITY OF MARGATE

ATTEST:

  
Leslie Wallace May, City Clerk

By   
Joseph Varsalone, Mayor

By   
Frank Porcella, City Manager

APPROVED AS TO FORM


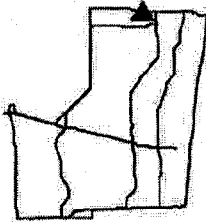
By   
Eugene M. Steinfeld, City Attorney

EXHIBIT "A"

SERVICE AREA

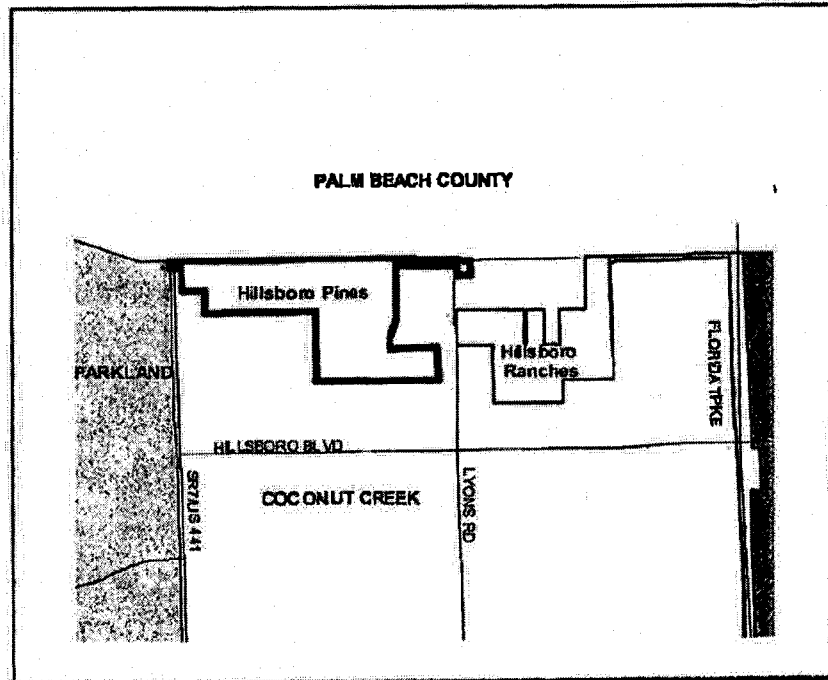
1. The corporate limits of the CITY OF COCONUT CREEK including the Seminole Trust Property, and the unincorporated areas of Hillsboro Ranches and Hillsboro Pines.

**EXHIBIT "B"**  
**GEOGRAPHIC MAP**



**NEIGHBORHOOD PROFILE**  
**Hillsboro Pines**

**Adjacent Municipalities:**  
Coconut Creek



U.S. Congressional District	19
State Senate District	33
State House District	90
Commission District	2

Zip Codes
33073

Voting Precincts
14F (partial)

**EXHIBIT "C"**

**BUSINESS ASSOCIATE ADDENDUM**

**BETWEEN**

**SHERIFF OF BROWARD COUNTY**

**AND**

**CITY OF COCONUT CREEK**

**PROVIDING FOR**

**DELIVERY OF FIRE PROTECTION AND EMERGENCY MEDICAL SERVICES**

This **BUSINESS ASSOCIATE ADDENDUM** references the following Agreement 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 "Business Associate").

**WHEREAS**, the parties entered into an Agreement dated Nov. 28, 2012, providing for Business Associate to provide cooperative fire services to the City of Coconut Creek (hereinafter referred to as "Existing Contract"); and

**WHEREAS**, BSO and the Business Associate have previously entered into the Agreement referenced above which addresses the operation of certain activities related to the provision of fire services; and

**WHEREAS**, the operation of such programs is subject to the federal Health Insurance Portability and Accountability Act of 1996 ("HIPAA"); and

**WHEREAS**, the requirements of HIPAA mandate that certain responsibilities of contractors with access to Protected Health Information as defined under HIPAA must be documented through a written agreement; and

**WHEREAS**, BSO and the Business Associate desire to comply with the requirements of HIPAA and acknowledge respective responsibilities; and

**WHEREAS**, In conjunction with the Existing Contract, this Business Associate Addendum is made and entered into by and between BSO and the Business Associate; NOW, THEREFORE,

The parties enter into this Business Associate Addendum for the consideration set out below, all of which is deemed to be good and sufficient consideration in order to make this Business Associate Addendum a binding legal instrument.

**Definitions:**

All terms used in this Addendum not otherwise defined shall have the meaning as those terms in 45 CFR §164 (hereinafter referred to as the "HIPAA Privacy Rule").

**Obligations and Activities of the Business Associate:**

Business Associate agrees to not use or disclose Protected Health Information other than as permitted or required by this special agreement or as required by law.

Business Associate agrees to use appropriate safeguards to prevent use or disclosure of the Protected Health Information other than as permitted or required by this Addendum or as required by law.

Business Associate agrees to mitigate, to the extent possible, any harmful effect that is known to Business Associate of a use or disclosure of Protected Health Information by Business Associate in violation of the requirements of this Addendum.

Business Associate agrees to report to BSO any use or disclosure of the Protected Health Information not provided for by this Addendum of which it becomes aware.

Business Associate agrees to ensure that any agent, including a subcontractor, to whom it provides Protected Health Information received from BSO or created or received on behalf of BSO by the Business Associate, agrees to the same restrictions and conditions that apply through this Addendum to the Business Associate with respect to such information.

Business Associate agrees to provide access to BSO to all protected Health Information in Designated Record Sets in a timely manner in order to meet the requirements under 45 CFR §164.524.

Business Associate agrees to make any amendments to Protected Health Information in a Designated Record Set as directed or agreed to by BSO pursuant to 45 CFR §164.526 in a timely manner.

Business Associate agrees to make internal practices, books and records, including policies and procedures and Protected Health Information, relating to the use and disclosure of Protected Health Information received from BSO or created or received on behalf of BSO available to BSO or to the Secretary of Health and Human Services or his designee within five (5) business days for the purposes of determining the Business Associate's compliance with the Privacy Rule.

Business Associate agrees to document such disclosures of Protected Health Information and information related to such disclosures as would be required for BSO to respond to an individual for an accounting of disclosures of Protected Health Information in accordance with 45 CFR §164.528.

Business Associate agrees to provide BSO, or an individual under procedures approved by BSO, information and documentation collected in accordance with the preceding paragraph to respond to an individual requesting an accounting for disclosures as provided under 45 CFR §164.528.

Business Associate agrees that, to the extent feasible, upon expiration or termination of the Existing Contract for any reason, Business Associate shall return or destroy and retain no copies of all Protected Health Information received from, or created or received by Business Associate on behalf of BSO. If return or destruction of such information is not feasible, Business Associate shall continue to limit the use or disclosure of such information as set forth in this Agreement as if the Agreement had not been terminated. This provision should be read in harmony with Section 10.4 of the Existing Contract, entitled "Records and audit," so that records are retained for whichever retention period is longer. This provision shall survive the expiration or earlier termination of the Existing Contract.

**Permitted Uses and Disclosures:**

Except as otherwise limited in this Addendum, Business Associate may use or disclose Protected Health Information to perform functions, activities, or services for, or on behalf of, BSO as specified in the Existing Contract, provided that such use or disclosure would not violate the Privacy Rule if done by BSO or the minimum necessary policies and procedures of BSO that are communicated to the Business Associate in writing.

Except as otherwise limited in this Addendum, Business Associate may use Protected Health Information for the proper management and administration of the Business Associate or to carry out the legal responsibilities of the Business Associate.

Except as otherwise limited in this Addendum, Business Associate may use Protected Health Information to provide Data Aggregation services to BSO as permitted by 42 CFR §164.504(e)(2)(i)(B).

Business Associate may use Protected Health Information to report violations of law to appropriate federal and state authorities, consistent with 42 CFR §164.504(j)(1).

**Obligations of BSO:**

BSO shall notify Business Associate of any limitations in its notice of privacy practices in accordance with 45 CFR §164.520, to the extent that such limitation may affect Business Associate's use of Protected Health Information.

BSO shall notify Business Associate of any changes in, or revocation of, permission by an individual to use or disclose Protected Health Information, to the extent that such changes may affect Business Associate's use of Protected Health Information.

BSO shall notify Business Associate of any restriction to the use or disclosure of Protected Health Information to which BSO has agreed in accordance with 45 CFR §164.522, to the extent that such changes may affect Business Associate's use of Protected Health Information.

BSO shall not request Business Associate to use or disclose Protected Health Information in any manner that would not be permissible under the Privacy Rule if done by BSO.

**Term:** The term of this Addendum shall be effective as of the date it is executed by each party, and shall terminate when all of the Protected Health Information provided by BSO or contractors for BSO or created or received by the Business Associate on behalf of BSO is destroyed.

**Amendment:** The parties agree to take such action as is necessary to amend this Addendum from time to time as is necessary for BSO to comply with the requirements of the Privacy Rule and the Health Insurance Portability and Accountability Act of 1996, Public Law No. 104-191.

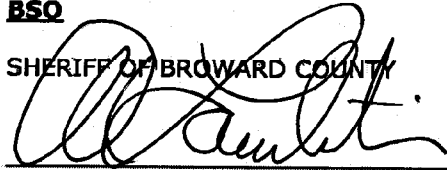
[Intentionally Left Blank]



**WHEREAS**, the parties have made and executed this Addendum on the respective date(s) under each signature:

**BSO**

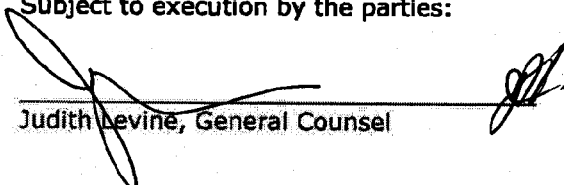
SHERIFF OF BROWARD COUNTY



Al Lamberti, Sheriff

Date: 11-28-12

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



Judith Levine, General Counsel

Date: 11/27/12

**BUSINESS ASSOCIATE**

ATTEST:


By: Barbara Price  
City Clerk

CITY OF COCONUT CREEK

By: David S. Rivera  
City Manager

14<sup>th</sup> day of November, 2012

APPROVED AS TO FORM:

  
Office of the City Attorney  
Paul S. Stuart