

AGREEMENT
BY AND BETWEEN
THE SHERIFF OF BROWARD COUNTY, FLORIDA
AND
CITY OF MARGATE, FLORIDA
AND CITY OF COCONUT CREEK, FLORIDA
PROVIDING FOR
AUTOMATIC AID OF FIRE RESCUE SERVICES

This Agreement is made and entered this ____ day of _____, 2016 by and between: THE SHERIFF OF BROWARD COUNTY (hereinafter referred to as "BSO"), the CITY OF MARGATE, and the CITY of COCONUT CREEK, municipal corporations of the State of Florida (hereinafter referred to as "MARGATE" and "COCONUT CREEK").

ARTICLE 1
BACKGROUND; PURPOSE AND INTENT AND DEFINITIONS

- 1.1 It is the purpose and intent of this Agreement for BSO and MARGATE and COCONUT CREEK, pursuant to Section 163.01, Florida Statutes, to cooperate and provide for a means by which each governmental entity may exercise its respective powers, privileges and authorities which they share in common and which each might exercise separately in order to further a common goal.
- 1.2 BSO and MARGATE and COCONUT CREEK find that mutual cooperation in the delivery of fire rescue services can best be accomplished within a cooperative, interlocal configuration. To further that cause, both parties willingly enter into this cooperative Agreement, which extends beyond the concept of mutual aid for fire and rescue services.
- 1.3 The Parties agree to act jointly rather than separately with regard to the provision of Automatic Aid for emergency services. It is mutually understood and agreed that this Agreement does not relieve any party hereto from the necessity and obligation of furnishing adequate services within their own jurisdictional boundaries.
- 1.4 For the purposes of this Agreement and the various covenants, conditions, terms and provisions which follow, the definitions set forth below are assumed to be true and correct and are agreed upon by the parties.

- 1.4.1 Automatic Aid: Automatic assistance for aid for all emergency services including but not limited to: Fire, EMS, Technical Rescue, Vehicle Extrication, Dive operations, and 1st Response Hazmat.
 - 1.4.2 Responding Party: means the agency which is providing assistance to another agency which has declared an emergency incident.
 - 1.4.3 Requesting Party: means the agency which is requesting assistance from an outside agency to assist in mitigating an emergency incident.
 - 1.4.4 Coverage: means the provision of emergency services and, if needed, to another jurisdiction or geographic area which does not require the relocation or movement of apparatus or personnel.
- 1.5 Whenever the employees of one party to this Agreement are rendering aid to the other party pursuant to the authority contained in this Agreement, such employees shall have the same powers, duties, rights and immunities as if they were taking action within their employing jurisdiction.

ARTICLE 2

RESPONSE COMMITMENT

- 2.1 Automatic Response Area: Each Party's fire suppression apparatus, and personnel shall provide automatic aid response within the areas determined by the Parties.
- 2.2 The Parties agree to implement station response areas using the closest unit response concept. The closest available apparatus shall respond to a request for assistance regardless of whether the location of the emergency is within the jurisdiction of the Party operating the apparatus.
- 2.3 The Parties shall, as soon as practical by their Fire Chiefs, develop policies, procedures, rules and regulations to carry out the Parties' intent in the coordination of functions and services described herein.
- 2.4 Each Party agrees not to reduce the level of protection or services without notice to the other Parties to this Agreement.
- 2.5 Each Party shall be responsible for the normal maintenance and repair of its facilities and equipment.
- 2.6 The Primary Response Zones may be amended from time to time and any changes shall be provided by the respective Fire Chiefs or their designee to the other Parties.
- 2.7 Each Party acknowledges that any change shall not increase response time or reduce any other efficiency of services.

ARTICLE 3

LIABILITY

- 3.1 To the extent permitted by law, the parties shall defend any action or proceeding brought against its respective agency arising in connection with this Agreement and shall be responsible for all its own costs, attorney's fees, expenses and liabilities for actions or inactions of its own employees 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. Each party shall indemnify and hold harmless the other party for claims, demands, suits, actions damages and causes of action incurred directly or indirectly as a result of their own employee's actions or inactions. Nothing in this section shall constitute a waiver of either party's sovereign immunity, or the limits of liability contained in Section 768.28, Florida Statutes.
- 3.2 Each party is entitled to the privileges and protections of sovereign immunity pursuant to Section 768.28, Florida Statutes, and subject to the limitations of that provision shall bear its own responsibility and be liable for any claims, demands, suits, actions, damages and causes of actions arising out of or occurring during travel to or from its own emergency or disaster site or to or from an emergency or disaster site covered by this Agreement, and no indemnification or hold harmless agreement shall be in effect concerning such claims, demands, suits, actions, damages and causes of action.
- 3.3 None of the parties hereto shall be deemed to have waived its sovereign immunity by entering into this Agreement.
- 3.4 BSO, MARGATE and COCONUT CREEK 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. BSO, MARGATE, and COCONUT CREEK shall comply with the Business Associates Addendum which is attached hereto as Exhibit "B".

ARTICLE 4

TERMINATION

This Agreement may be terminated upon sixty (60) days written notice given by any party as provided in Section 12.6 herein.

ARTICLE 5

COMMAND OF FIRE, RESCUE, EMERGENCY OR DISASTER SCENE

The senior chief officer of the jurisdiction in which the emergency scene is located may be in command of the incident upon their discretion unless otherwise specified in a contract for provision of emergency services by an area municipality or BSO. "Command" means the person responsible for the tactical coordination of all personnel and equipment then in use to control the emergency.

ARTICLE 6
TERM OF AGREEMENT

6.1 The obligation to perform under this Agreement shall be in effect as of the date in which the party executes this Agreement.

6.2 Unless terminated earlier as provided for hereinabove, the term of this Agreement shall be from the date of commencement as provided for in paragraph 6.1 above until September 30, 2017. Thereafter, this Agreement shall be automatically renewed for four one-year terms, unless a party notifies the other in writing, not later than sixty days (60) days prior to the expiration of this Agreement or any renewal term of this Agreement, of its intent not to renew.

ARTICLE 7
COMPENSATION

7.1 This Agreement is an equitable exchange of services that should not require monetary compensation from the Parties.

7.2 Each Party shall remain responsible for the wages or salaries, the cost of workers' compensation and other insurance premiums and benefits, and retirement and other job benefits now provided for any of its employees who are assigned work under this Agreement.

7.3 The Party furnishing any equipment pursuant to this Agreement shall bear the loss or damage to such equipment and shall pay any expenses incurred in the operation and maintenance thereof.

7.4 The Parties agree that the Responding Party may invoice, collect, and retain fees from those persons receiving hazardous materials mitigation.

ARTICLE 8
PRIORITY FOR SIMULTANEOUS CALLS

In the event of simultaneous or nearly simultaneous fire, rescue, emergency, or disaster calls relating to emergencies located within the Automatic Aid Response Area boundaries, the call relating to the emergency located within the boundaries of each respective agency shall take priority over the call from the other party.

ARTICLE 9
PRIOR COMMITMENT OF EQUIPMENT

In the event that a Party's equipment and personnel are already working an emergency located within that Party's respective jurisdictional limits, said equipment and personnel shall not be released to respond to the emergency call of the Requesting Party until such time as, in the sole and absolute discretion of the senior officer in command of the Responding Party's vehicles, it is determined that the Responding Party's equipment and personnel can be released to respond to the Requesting Party's emergency or disaster call. Only that portion of the Responding

Party's equipment and personnel deemed available for release at that time shall be released to respond.

ARTICLE 10 **COMMUNICATION**

Each Party agrees to provide the necessary radio equipment for their respective personnel and vehicles to access the appropriate Communications Center.

ARTICLE 11 **JUSTIFIED FAILURE TO RESPOND**

11.1 The Parties recognize and agree that, if for any reason beyond the control of the Responding Party, the vehicle, personnel, or both are not available to respond to an emergency or disaster call within the limits of the other Party's jurisdictional area, the Responding Party shall not be liable or responsible in any regard whatsoever.

11.2 In accordance with Section 11.1 above, the reasons justifying a failure to respond shall include, but are not limited to, the following:

11.2.1 If, in the opinion of the senior officer in command of the Responding Party's service at the time of the request for response, the Responding Party would be left inadequately protected if they respond as requested without Move Up Coverage enroute.

11.2.2 The requested vehicle is inoperative.

11.2.3 The requested vehicle is being utilized on a previous emergency call.

ARTICLE 12 **MISCELLANEOUS**

12.1 Joint Participation: The preparation of this 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.

12.2 Entire Agreement and Modification: This Agreement incorporates, supersedes and includes all prior negotiations, correspondence, conversations, agreements or understandings applicable to the matter contained herein. No change, alteration or modification in the terms and conditions contained herein shall be effective unless contained in a written document signed by BSO, MARGATE and COCONUT CREEK.

12.3 Records: Each party shall permit the other party to examine all records pertinent to this Agreement and grants to the other party, the right to audit any books, documents and papers related to this Agreement that are generated during the term of this Agreement. The parties shall maintain the records, books, documents and papers associated with this Agreement in accordance with the records retention schedules outlined in the Florida Statutes for said records.

- 12.4 Agreement Administration: In the administration of this Agreement as contrasted with matters of policy, all parties may rely upon instructions or determinations made by the BSO Executive Director of Fire Rescue and Emergency Services, or designee, and the Fire Chief, or designee, of MARGATE and COCONUT CREEK.
- 12.5 Recordation/Filing: With the Office of the County Administrator of Broward County, Florida, as required by Section 163.01(11), Florida Statutes.
- 12.6 Notices: Whenever either party desires to give notice unto the other, such notice must be in writing, sent by certified United States mail, return receipt requested, addressed to the party for whom it is intended at the place last specified; and the place for filing 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 at the respective places for giving notice.

FOR BSO

Sheriff Scott J. Israel
Broward Sheriff's Office
2601 West Broward Blvd.
Ft. Lauderdale, FL 33312

FOR THE CITY OF MARGATE

Douglas E. Smith
City Manager
City of Margate
5790 Margate Blvd.
Margate, FL 33063

FOR THE CITY OF COCONUT CREEK

Mary C. Blasi
City Manager
City of Coconut Creek
4800 West Copans Road
Coconut Creek, FL 33063

- 12.7 Automatic Aid Agreements: Both parties acknowledge that any current automatic aid agreements with any other agency will continue in full force and effect notwithstanding execution and implementation of this Agreement.
- 12.8 Third Party Beneficiaries: None of the Parties intends to directly or substantially benefit a third party by this Agreement. Therefore, there are no third party beneficiaries to this Agreement, and no third party will be entitled to assert a claim against either party based upon this Agreement.
- 12.9 Assignment: Neither this Agreement nor any interest herein shall be assigned, transferred or encumbered by either party without the written consent of the other parties.

- 12.10 Waiver of Breach and Materiality: Failure by a party to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement. A waiver of any breach of a provision of this 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 Agreement. Each requirement, duty, and obligation set forth herein is substantial and important to the formation of this Agreement and, therefore, is a material term hereof.
- 12.11 Compliance with Laws: The parties shall comply with all federal, state, and local laws, codes, ordinances, rules and regulations in performing their respective duties, responsibilities, and obligations related to this Agreement.
- 12.12 Severance: In the event a portion of this Agreement is found by a court of competent jurisdiction to be invalid, the remaining provisions shall continue to be effective unless either party elects to terminate this Agreement. The election to terminate this Agreement based upon this provision shall be made and written notice shall be provided to the other party within thirty (30) days after the finding by the court becomes final.

ARTICLE 13
WAIVER OF JURY TRIAL

The Parties hereby knowingly, irrevocably, voluntarily and intentionally waive any right to a trial by jury in respect to any action based upon or arising out of this Agreement.

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INTERLOCAL AGREEMENT BETWEEN THE SHERIFF OF BROWARD COUNTY, THE CITY OF MARGATE, AND THE CITY OF COCONUT CREEK PROVIDING FOR AUTOMATIC AID OF FIRE RESCUE SERVICES

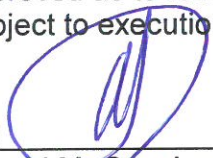

BSO

SHERIFF OF BROWARD COUNTY


SCOTT J. ISRAEL, SHERIFF

Date: 09/24/2016

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


By: _____
Ronald M. Gunzburger
General Counsel/Executive Director 

Date: 092116

INTERLOCAL AGREEMENT BETWEEN THE SHERIFF OF BROWARD COUNTY, THE CITY
OF MARGATE, AND THE CITY OF COCONUT CREEK PROVIDING FOR AUTOMATIC AID
OF FIRE RESCUE SERVICES

CITY

ATTEST:

CITY OF MARGATE, FL

By: _____
JOSEPH J. KAVANAGH CITY CLERK

By: _____
TOMMY RUZZANO, MAYOR

_____ Day of _____, 2016

APPROVED AS TO FORM:



DOUGLAS GONZALES, CITY ATTORNEY

**INTERLOCAL AGREEMENT BETWEEN THE SHERIFF OF BROWARD COUNTY,
THE CITY OF MARGATE, AND THE CITY OF COCONUT CREEK PROVIDING
FOR AUTOMATIC AID OF FIRE RESCUE SERVICES**

CITY OF MARGATE, FLORIDA

Douglas E. Smith, City Manager
____ day of _____, 2016

INTERLOCAL AGREEMENT BETWEEN THE SHERIFF OF BROWARD COUNTY, THE CITY OF MARGATE, AND THE CITY OF COCONUT CREEK PROVIDING FOR AUTOMATIC AID OF FIRE RESCUE SERVICES

CITY

ATTEST:

CITY OF COCONUT CREEK

By: _____
LESLIE WALLACE MAY, CITY CLERK

By: _____
MIKKIE BELVEDERE, MAYOR

____ Day of _____, 2016.

APPROVED AS TO FORM:

TERRILL C. PYBURN, CITY ATTORNEY

Exhibit A

INTERLOCAL AGREEMENT BETWEEN THE SHERIFF OF BROWARD COUNTY, THE CITY OF MARGATE, AND THE CITY OF COCONUT CREEK PROVIDING FOR AUTOMATIC AID OF FIRE RESCUE SERVICES

GEOGRAPHIC AREAS

CITY:

BSO:

These boundaries are graphically displayed on the map attached as Exhibit C.

EXHIBIT B

INTERLOCAL AGREEMENT BETWEEN THE SHERIFF OF BROWARD COUNTY THE CITY OF MARGATE, AND THE CITY OF COCONUT CREEK PROVIDING FOR AUTOMATIC AID OF FIRE RESCUE SERVICES

BUSINESS ASSOCIATE ADDENDUM

BETWEEN

THE SHERIFF OF BROWARD COUNTY, FLORIDA

AND

CITY OF MARGATE, FLORIDA

AND

CITY OF COCONUT CREEK, FLORIDA

FOR

THE DELIVERY OF AUTOMATIC AND MUTUAL AID FIRE RESUCE

SERVICES

This BUSINESS ASSOCIATE ADDENDUM references the following Agreement by and between BSO a corporation organized and existing under the laws of the State of Florida, the City of Margate, and the City of Coconut Creek, two (2) municipal corporations organized and existing under the laws of the State of Florida (hereinafter each is referred to as "Business Associates").

WHEREAS, the parties entered into an Agreement providing for Business Associates to provide automatic aid coverage to each other; 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, the BUSINESS ASSOCIATES desire to comply with the requirements of HIPAA and acknowledge their respective responsibilities; and

WHEREAS, in conjunction with the Automatic and Mutual Aid Agreement, this BUSINESS ASSOCIATE Addendum is made and entered into by and between the BUSINESS ASSOCIATES; NOW, THEREFORE,

The parties enter into this BUSINESS ASSOCIATE Addendum for the consideration set forth 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 called, the "HIPAA Privacy Rule"].

Obligations and Activities of the Business Associates

BUSINESS ASSOCIATES agree to not use or disclose Protected Health Information other than as permitted or required by this special Addendum or as required by law.

BUSINESS ASSOCIATES agree 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 ASSOCIATES agree 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 ASSOCIATES agree to report to the other party any use or disclosure of the Protected Health Information not provided for by this Addendum of which it becomes aware.

BUSINESS ASSOCIATES agree to ensure that any agent, including a subcontractor, to whom it provides Protected Health Information received from the other party or created or received on behalf of the other party 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 ASSOCIATES agree to provide access to the other party 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 ASSOCIATES agree to make any amendments to Protected Health Information in a Designated Record Set as directed or agreed to by the other party pursuant to 45 CFR § 164.526 in a timely manner.

BUSINESS ASSOCIATES agree 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 the other party or created or received on behalf of the other party available to the other party 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 ASSOCIATES agree to document such disclosures of Protected Health Information and information related to such disclosures as would be required for the other party to respond to an individual for an accounting of disclosures of Protected Health Information in accordance with 45 CFR § 164.528.

BUSINESS ASSOCIATES agree to provide the other party, or an individual under procedures approved by the other party, 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 ASSOCIATES agree 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 the other party. 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 Addendum as if the Addendum had not been terminated. This provision should be read in harmony with Section 13.2 of the Automatic Aid Agreement, entitled "Retention of Records for Audit and Public Records Purposes," so that records are retained for whichever retention period is longer. This provision shall survive the expiration or earlier termination of the Automatic Aid Agreement).

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, the other party as specified in the Existing Contract, provided that such use or disclosure would not violate the Privacy Rule if done by the other party or the minimum necessary policies and procedures of the other party 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 the other party 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)(l).

Obligations of Each Party

BUSINESS ASSOCIATE shall notify the other party 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.

BUSINESS ASSOCIATE shall notify the other party 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.

BUSINESS ASSOCIATE shall notify the other party of any restriction to the use or disclosure of Protected Health Information to which the other party 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.

BUSINESS ASSOCIATE shall not request the other party to use or disclose Protected Health Information in any manner that would not be permissible under the Privacy Rule if done by the other party.

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

