

INTERLOCAL AGREEMENT
FOR
PRIMARY FIRE PROTECTION
AND
SUPPLEMENTAL EMERGENCY MEDICAL SERVICES
BETWEEN
THE CITY OF HOLLYWOOD, FLORIDA,
AND
SEMINOLE TRIBE OF FLORIDA

This Interlocal Agreement for Primary Fire Protection and Supplemental Emergency Medical Services (“Agreement”) is made and entered into on the Effective Date (defined in Section 2.1 below), by and between the City of Hollywood, a municipal corporation of the State of Florida, (hereinafter referred to as “CITY”), and the SEMINOLE TRIBE OF FLORIDA, a federally recognized Indian Tribe, organized pursuant to Section 16 of the Act of June 18, 1934, as amended (48 Stat. 987, 25 U.S.C. 5123), (hereinafter referred to as “TRIBE”), collectively, the TRIBE and the CITY hereinafter referred to as the “PARTIES”.

Witnesseth:

Whereas, the TRIBE exercises jurisdiction and control over the lands, people, and buildings within the Hollywood Seminole Indian Reservation, a parcel of land located in Broward County, Florida, which is held in trust by the United States of America for the use and benefit of the Seminole Tribe of Florida (hereinafter, the “Hollywood Reservation”); and

Whereas, the City provides fire protection and supplemental emergency medical services in the corporate limits of the City of Hollywood, Florida, bordering and adjacent to lands within the jurisdiction of the Hollywood Reservation governed by the TRIBE; and

Whereas, the City has provided fire protection and supplemental emergency medical services to the Hollywood Reservation since February, 1997; and

Whereas, the Tribe will continue to provide primary emergency medical services on the Hollywood Reservation; and

Whereas, the PARTIES deem it to be in their mutual best interest to make and enter into a new agreement whereby the CITY will provide primary fire protection, fire suppression, rescue, Hazardous Materials response and mitigation services, high water response and rescue and all hazard response (all which meet NFPA 1710 response times) and supplemental emergency medical services (collectively, “Emergency Services”) to the Hollywood Reservation, and to provide for the Tribe’s use of the City’s Training Academy; and

Whereas, it is the intent of the PARTIES that the Emergency Services provided by this Agreement continue uninterrupted for the term as set forth below; and

Whereas, the CITY is entering into this Agreement pursuant to Section 163.01, Florida Statutes, entitled and known as the “Florida Interlocal Cooperation Act of 1969” and pursuant to Chapter 125, Florida Statutes; and

Whereas, the TRIBE is authorized by its Constitution and Bylaws to make and enter into such agreements.

Now therefore, in consideration of the mutual promises, terms and conditions set forth herein, the parties hereby agree as follows:

ARTICLE I - PREAMBLE

- 1.1 The above recitals are true and correct and incorporated herein by reference.
- 1.2 The CITY is entering into this Interlocal Agreement pursuant to the “Florida Interlocal Cooperation Act of 1969”, Section 163.01, Fl. Stat. (the “Act”) and all applicable provisions of the Act are made a part hereof and incorporated herein as if set forth at length in this Agreement, including, but not limited to the following:
 - a) Except as specifically waived below, all of the privileges and immunities from liability, exemption from laws, ordinances, and rules, and pensions and relief, all disability, workers’ compensation, and other benefits that apply to the activity of officers, agents, or employees of the Parties when performing their respective functions within their respective territorial limits for the respective agencies, shall apply to the same degree and extent to the performance of such functions and duties of such officers, agents or employees extraterritorially under the provisions of this Interlocal Agreement.
 - b) This Interlocal Agreement shall not relieve any of the parties hereto of any of their respective obligations or responsibilities imposed upon them by law except to the extent of the actual and timely performance of those obligations or responsibilities by one or more of the parties to this Agreement, in which case performance provided hereunder may be in satisfaction of the obligation or responsibility.
 - c) This Interlocal Agreement and any and all subsequent amendments to this Agreement shall be filed with the Clerk of the Circuit Court of Broward County, Florida.
- 1.3 The following rules of construction shall apply:
 - a) The word "shall" is always mandatory and not discretionary; the word "may" is permissive;
 - b) Words used in the present tense shall include the future; words used in the singular number shall include the plural and the plural the singular; and use of one gender shall include all genders, all unless the context clearly indicates the contrary;
 - c) “And” indicates that all the connected terms, conditions, provisions or events shall apply;
 - d) "Or" indicates that the connected items, conditions, provisions or events may apply singly or in any combination;
 - e) "And/or" indicates that the all the connected items, conditions, provisions or events shall

apply, or may apply singularly, or in any combination;

f) "Either...or" indicates that the connected items, conditions, provisions or events shall apply singularly, but not in combination; and

g) The words "includes," "including," "including, but not limited to," "including without limitation" shall not limit a term to the specific example but is intended to extend its meaning to all other instances or circumstances of like kind or character.

ARTICLE 2 - TERM OF AGREEMENT

- 2.1 This Agreement is made effective by the parties as of October 1, 2022 (the "Effective Date").
- 2.2 The term of this Agreement (the "Term") shall continue from October 1, 2022 through September 30, 2026; provided, however, that this Agreement shall automatically renew for successive one (1) year periods thereafter, unless terminated by either party in accordance with the terms and conditions stated herein.

ARTICLE 3 - SCOPE OF FIRE PROTECTION AND RESCUE SERVICES PROVISIONS

- 3.1 Throughout the Term of this Agreement, the CITY shall provide Emergency Services to the Hollywood Reservation, on a non-exclusive basis, at a level of service equal to that provided to the residents of the CITY, as more specifically described in the Fire Rescue Response Plan attached hereto as Exhibit "A" and incorporated herein by this reference. Such services shall be provided at no cost to the TRIBE, except as specifically set forth herein. All Emergency Services shall be on a twenty-four (24) hours per day, seven (7) days per week, first call basis, commencing on the date set forth in this Section 3.1 above, and continuing through the expiration or earlier termination of this Agreement.
- 3.2 The CITY shall participate in all fire investigations, as requested by the TRIBE, and with mutual cooperation with the Seminole Police Department ("SPD") and the Seminole Tribe Fire Rescue Department ("STFR"). The Hollywood Reservation shall be treated with the same urgency and response as calls for service that originate within the limits of the City.
- 3.3 It is understood that all aid agreements between the CITY and other agencies or entities may apply to Emergency Services to the Hollywood Reservation. The CITY agrees to pursue any needed amendments to existing aid agreements, if necessary, to provide the Emergency Services.
- 3.4 Subject to the provisions set forth in Section 4.5 below, and any other applicable privacy laws, the CITY shall provide the TRIBE with any reports, surveys, summary data, and statistics quarterly, or upon TRIBE'S written request, as may be necessary for the administration of this Agreement, and/or for legal and liability matters occurring upon the Hollywood Reservation.
- 3.5 The CITY shall immediately notify the Seminole Tribe Public Safety Dispatch Center of all calls for Emergency Services within the Hollywood Reservation.

3.6 In exchange for the CITY's provision of Emergency Services to the Hollywood Reservation, the TRIBE shall pay the CITY Eight Hundred Fifty-Eight Thousand Four Hundred Twenty-Nine Dollars and Zero Cents (\$858,429.00) for the first year of this agreement in accordance with the Fee Schedule. Each year thereafter, the fee for Emergency Services to the Hollywood Reservation will increase by 3%.

The CITY shall invoice the TRIBE for the fees due to the CITY on a monthly basis in an amount equal to 1/12th of the amount owed for Emergency Services provided to the Hollywood Reservation. All invoices shall be due and payable by the TRIBE within thirty (30) days of receipt.

3.7 Nothing contained in this Agreement shall preclude or prevent the TRIBE from exercising its sovereign right to provide its own Emergency Services to supplement or in lieu of the CITY, if and when it deems it necessary to do so for the purpose of ensuring the protection of life and property upon the Hollywood Reservation.

3.8 The CITY shall assist the TRIBE with obtaining from Broward County a CITY-wide numerical fire geographical response zone/s for the Hollywood Reservation, to utilize for reporting purposes and as needed. This allocation shall not be impacted by the termination of the agreement.

3.9 The CITY shall provide the TRIBE access to fire rescue radio channels and access to CITY dispatch, tactical groups, and common public safety channels on the CITY'S Public Safety radio system to coordinate operations on the Hollywood Reservation and to be utilized for coordinating response, special events, deployments, and as needed.

3.10 The CITY recognizes that the TRIBE has Wildland Fire Management authority on the Hollywood Reservation. The CITY will immediately notify and coordinate all Wildland Fire incidents with the TRIBE'S Wildland Division.

3.11 The provisions of Sections 3.6, 3.7 and 3.8 shall survive expiration or earlier termination of this Agreement.

ARTICLE 4 - RELATIONSHIP OF THE PARTIES

4.1 Except as set forth in this Agreement, and to the extent permitted by applicable law, no party to this Agreement shall have any responsibility whatsoever with respect to services provided or contractual obligations assumed by the other parties.

4.2 The TRIBE shall not charge the CITY any fee for the use of fire hydrants, fire wells, or the like which are located within the Hollywood Reservation, or for consumption of water in the performance of any of the CITY'S obligations under this Agreement.

4.3 The CITY and its employees shall not be considered employees of the TRIBE, nor shall they be entitled to benefits which the TRIBE'S employees are eligible.

4.4 The CITY understands and acknowledges that SPD and STFR have exclusive jurisdiction on

the Hollywood Reservation, and the CITY shall call upon SPD and STFR for assistance, if required. The TRIBE and the CITY shall establish mutually agreeable response protocols for access to the Hollywood Reservation by CITY Emergency Services personnel and equipment when responding to a call for service. The CITY understands that the TRIBE may call for assistance from other jurisdictions, if needed. Fire inspections and Life Safety matters will be the full responsibility of STFR, and any resulting investigations will be conducted in coordination and mutual cooperation with SPD and STFR personnel.

- 4.5 The CITY is responsible for compliance with the Health Insurance Portability and Accountability Act of 1996 (“HIPAA”), as amended, and regulations 45 C.F.R. Parts 160 and 164, (hereinafter, collectively, “Health Insurance Portability and Accountability Act of 1996”), to ensure the privacy and security of all Protected Health Information (“PHI”) on behalf of the TRIBE. The CITY’S Fire Rescue Department may share PHI with the TRIBE’S Fire Rescue Department to conduct patient and legal matters, Quality Control and Assurance as referenced by Florida Statutes, or other related issues via a Business Associates Agreement (“BAA”) incorporated herein as Exhibit “B”. Each entity shall bear its own liability for any breaches of PHI while under this agreement.
- 4.6 The Fire Chief of each respective agency is authorized, upon mutual agreement effectuated in writing, to address internal procedures for the continuity of operations or administrative issues.
- 4.7 The CITY recognizes that the TRIBE is an organized Indian Tribe as defined in Section 16 of the Indian Reorganization Act of June 18, 1934, as amended, and that the TRIBE’S Tribal Council is the governing body of the TRIBE. The TRIBE can operate their Emergency Medical Advanced Life Support Service and is exempt of the requirement to obtain a certificate of public convenience and necessity. These services may include but are not limited to; ground, air, Inter-facility transfer, 9-1-1 emergency and Medical stand-by.
- 4.8 The CITY and the TRIBE recognize that both organizations may benefit from joint training exercises. The Fire Chief of each respective agency is authorized to coordinate joint training exercises. Each agency retains responsibility for its own employees (including compensation, insurance, and travel), with no regard for the location of the training exercise or whether the employees are on or off duty.

ARTICLE 5 - TERMINATION/ LIABILITY LIMITATION

- 5.1 Any party hereto may terminate this Agreement at any time during the Term by providing not less than ninety (90) days’ prior written notice to the other parties. Upon any such termination, the parties shall have no further obligation to one another, except that (1) the CITY shall be entitled to payment for all services rendered hereunder through the date of termination, (2) the TRIBE may be reimbursed for Emergency Services not provided by the CITY, and (3) those obligations described in provisions intended to survive termination of this Agreement shall continue to obligate the Parties.
- 5.2 IN NO EVENT, SHALL ANY PARTY HERETO BE LIABLE HEREUNDER FOR INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY, OR PUNITIVE DAMAGES OF ANY KIND OR NATURE, INCLUDING LOSS OF PROFIT,

WHETHER FORESEEABLE OR NOT, ARISING OUT OF OR RESULTING FROM THE NONPERFORMANCE OR BREACH OF THIS AGREEMENT, WHETHER BASED IN CONTRACT, COMMON LAW, WARRANTY, TORT, STRICT LIABILITY, CONTRIBUTION, INDEMNITY OR OTHERWISE. LIABILITY OF ONE PARTY TO THE OTHER SHALL BE LIMITED TO ACTUAL DAMAGES CAUSED BY THE INTENTIONAL ACTIONS OR GROSS NEGLIGENCE OF A PARTY, AND FURTHER LIMITED BY THE SOVEREIGN STATUS OF A PARTY, STATUTORY LIMITATION, OR OTHER LIMITATION OF WHICH EACH PARTY HAS NOTICE. NOTHING CONTAINED HEREIN IS INTENDED TO LIMIT OR OTHERWISE DEFINE THE LIABILITY EITHER PARTY MAY HAVE TO AN INDIVIDUAL RECIPIENT OF EMERGENCY SERVICES.

ARTICLE 6 - NOTICE

Whenever either party desires to give notice to the other, it must be given by written notice, sent by certified United States mail, return receipt requested, or by a nationally recognized overnight delivery carrier, such as FedEx, and addressed to the party for whom it is intended, at the addresses designated below. The place for giving notice shall remain the same unless changed by either party. For the present, the parties designate the following as the respective places for giving notice:

AS TO THE CITY:

City Manager
City Hall
2600 Hollywood Blvd.
Hollywood, FL 33020

WITH COPIES TO:

City Attorney
City Hall
2600 Hollywood Blvd.
Hollywood, FL 33020

Office of the Fire Chief
2741 Sitrling Road
Hollywood, FL 33312

AS TO THE TRIBE:

Fire Rescue Chief
Seminole Tribe of Florida
6300 Stirling Road
Hollywood, FL 33024

WITH COPIES TO:

Jim Shore, Esq.
General Counsel
6300 Stirling Rd, Ste 425
Hollywood, FL 33024

Every notice shall be deemed to have been given seven (7) business days after it was deposited in the United States mail, postage prepaid, or the next business day following delivery of the notice to the overnight carrier.

ARTICLE 7 - JURISDICTION, VENUE AND GOVERNING LAW

This Agreement shall be governed by the laws of the Seminole Tribe of Florida, and the applicable laws of the State of Florida and the United States. Any and all legal action necessary to enforce this Agreement shall be held in Broward County, Florida. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof.

ARTICLE 8 - INDEMNIFICATION, INSURANCE, AND DISPUTES

- 8.1 To the extent permitted by law, the TRIBE shall indemnify, defend and hold harmless the CITY, its officers, employees and agents from and against any liability, claims, demands, actions, cost, expenses, losses or damages whatsoever, excluding attorney's fees, that may in any way result from any negligent acts of the TRIBE its officers, employees and agents, arising out of the performance of its obligations under this Agreement.
- 8.2 To the extent permitted by law, the CITY shall indemnify, defend and hold harmless the Tribe, its officers, employees and agents from and against any liability, claims, demands, actions, cost, expenses, losses or damages whatsoever, excluding attorney's fees, that may in any way result from any negligent acts of the CITY arising out of the performance of its obligations under this Agreement.
- 8.3 The PARTIES shall indemnify, defend (by counsel reasonably acceptable to the CITY), and hold harmless the other, and the officers, agents, board members and employees of the other, from and against any claim, action, cause of action, liability, damage, expense, cost, including, without limitation, reasonable attorneys' fees and costs, and loss of any kind or nature whatsoever arising, resulting or related in any way to any negligence or fault of the other in connection with this Agreement or any violation of any federal, state or local law, ordinance, or regulation by the other.
- 8.4 Without waiving any right to assert sovereign immunity, the parties acknowledge that they are insure or self-insured for workers' compensation, commercial general liability, and automobile liability. In the event that either party maintains third-party insurance, such party agrees to maintain adequate insurance limits for bodily injury or property damage.
- 8.5 Notwithstanding anything to the contrary set forth above or elsewhere in this Agreement, nothing in this Agreement shall be construed to affect, in any way, the CITY'S rights of sovereign immunity, or the rights, privileges, immunities or limits of liability as set forth in Section 768.28, Florida Statutes, or the sovereign immunity of the TRIBE. In the event of dispute, controversy, claim, question, or difference arises out of or relating to this Agreement or to any alleged breach hereof, the Parties shall attempt to resolve the same through mediation, which may be initiated by either party by written notice to the other party. All mediation proceedings shall be held at a mutually agreed upon location in Broward County, Florida. Any written settlement agreement of the Parties that emerges from mediation shall be final and binding once fully executed.
- 8.6 The provisions of this Article 8 shall survive expiration or earlier termination of this Agreement.

ARTICLE 9 - MISCELLANEOUS

- 9.1 Nothing in this Agreement shall be construed to give or otherwise affect any rights or benefits to anyone other than the CITY or the TRIBE.
- 9.2 No waiver of any provision in this Agreement shall be effective unless it is in writing, signed by the party against whom it is asserted. Further, any such written waiver shall only be applicable to the specific instance to which it relates, and shall not be deemed to be a continuing or future waiver.
- 9.3 The PARTIES agree that this Agreement sets forth the entire understanding between them and that there are no promises or understandings other than those stated herein. In the event of any conflict or inconsistency between this Agreement and the provisions in the incorporated Exhibits, the terms of this Agreement shall supersede and prevail over the terms in the Exhibits.
- 9.4 If any term or provision of this Agreement, or the application thereof to any person, entity or circumstances shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement, or the application of such terms or provisions, to persons, entities or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected, and every other term and provision of this Agreement shall be deemed valid and enforceable to the extent permitted by law.
- 9.5 This Agreement may only be modified by a written instrument properly executed by the parties. No oral modifications will be effective or binding. Any addendum attached hereto that is signed by the parties shall be deemed a part of this Agreement.
- 9.6 The covenants, warranties, representations, indemnities, and undertaking of the TRIBE and the CITY set forth in this Agreement shall survive the termination of this Agreement.
- 9.7 This Agreement may not be assigned by any of the PARTIES without the prior written consent of both of the other PARTIES, which consent will not be unreasonably withheld.
- 9.8 Time is of essence with regard to all dates or times set forth in this Agreement.
- 9.9 Each party shall be responsible for its own legal and attorneys' fees, costs and expenses incurred in connection with any dispute, claim, demand or litigation arising out of, or relating to this Agreement, including attorneys' fees, costs, and expenses incurred for any appellate or bankruptcy proceedings.
- 9.10 The Parties acknowledge that this Agreement and all the terms and conditions contained herein have been fully reviewed and negotiated by the Parties. Accordingly, any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in interpreting this Agreement.

ARTICLE 10 - CONFIDENTIAL MATTERS AND PROPRIETARY INFORMATION

- 10.1 The CITY acknowledges and agrees that the CITY and its employees shall keep, hold and maintain, in strictest confidence, all information relating or incidental to this Agreement and that which may be acquired or obtained in connection with or as a result of the Emergency Services performed under this Agreement and the interaction between representatives of the CITY and the TRIBE. Such information is acknowledged and agreed by the CITY to be valuable property of the TRIBE which may be governed by applicable federal laws and regulations and applicable tribal ordinances and resolutions. Such information includes, but is not limited to, books, reports, photographs, slides, materials, data, whether old or newly generated, boring logs, sample results, laboratory reports, calculations, estimates, documents, communications, notes, proposals, scopes of work, or materials of any kind or nature which pertain or relate in any manner to the governmental or business operations of the TRIBE. The CITY further understands, acknowledges and agrees that the confidentiality of such proprietary and other information is of such importance to the TRIBE that the protections provided to such information in this paragraph form a fundamental part of the legal consideration for this Agreement. The CITY further acknowledges and agrees that the CITY shall not, during the term of this Agreement or at any time thereafter publish, communicate, divulge, disclose or utilize, in whole or in part, any confidential, proprietary or other information more particularly referenced or described in this paragraph without the prior written consent and approval of the TRIBE provided by and through a resolution of its Tribal Council duly enacted in legal session, whether or not such information is designated as proprietary or confidential, but particularly under circumstances where such information is formally designated as being proprietary or confidential in nature or where through the exercise of reasonable care and the good faith consideration of all surrounding circumstances, including, but not limited to the sensitivity, importance or private and non-public nature of such information, the CITY recognizes, as a part of its professional responsibility, that such information ought to be treated by the CITY, in all respects, as proprietary or confidential.
- 10.2 The CITY specifically acknowledges and agrees that all matters pertaining to the TRIBE, all component parts and aspects thereof, are to be accorded the highest possible protection and, in all respects, are to be treated by the CITY as confidential and proprietary. Except as required by applicable law, and only after providing the TRIBE with sufficient advance written notification, the CITY acknowledges and agrees that the CITY will not meet or confer with any member of any federal, state, or local regulatory agency concerning the Emergency Services provided or to be provided by the CITY to the TRIBE without first obtaining the express prior written consent of the TRIBE. In addition, the CITY acknowledges and agrees that the CITY will not discuss any matter arising out of this Agreement or out of the CITY'S relationship with the TRIBE with any member of the press or public under any circumstances and will not issue any press release without the prior written consent of the TRIBE. In the event that the CITY becomes aware of a possible site condition or situation, which, if confirmed, could impose a reporting requirement of the TRIBE, operator, lessee, or lessor, the CITY shall promptly notify the TRIBE and provide all details regarding such site and the reasons why the CITY believes, in good faith, that such site condition or situation, if confirmed, could impose a reporting requirement on the TRIBE so that the TRIBE may, in its discretion, initiate such action as it deems appropriate.

10.3 The CITY agrees that media requests related to Emergency Services provided under this Agreement will be referred and coordinated with the TRIBE'S Public Information Officer.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement on the Effective Date.

SEMINOLE TRIBE OF FLORIDA

ATTEST:

LaVonne Rose, Secretary

Marcellus W. Osceola, Jr., Chairman

Date:

Pursuant to Resolution C-____ - _____

CITY OF HOLLYWOOD

ATTEST:

City of Hollywood, a municipal corporation
of the State of Florida

Patricia A. Cerny, MMC
City Clerk

Josh Levy, Mayor

Date: _____, 2022

Approved as to Form and Legal
Sufficiency for the use and reliance
of the City of Hollywood, Florida, only.

Douglas R. Gonzales, City Attorney