

AGREEMENT
BY AND BETWEEN
THE SHERIFF OF BROWARD COUNTY, FLORIDA ON BEHALF OF CITY OF
DANIA BEACH
AND
CITY OF HOLLYWOOD, FLORIDA
PROVIDING FOR
AUTOMATIC AID OF FIRE RESCUE SERVICES BETWEEN THE CITY OF
HOLLYWOOD AND CITY OF DANIA BEACH JURISDICTIONS

This Agreement is made and entered this ____ day of _____, 2015 by and between: THE SHERIFF OF BROWARD COUNTY (hereinafter referred to as "BSO") as the provider of fire rescue services for City of Dania Beach, and the City of Hollywood, a municipal corporation of the State of Florida (hereinafter referred to as "CITY").

ARTICLE 1
BACKGROUND; PURPOSE AND INTENT AND DEFINITIONS

- 1.1 It is the purpose and intent of this agreement for BSO and CITY, 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 The BSO and CITY shall also each be referred to as a "Party" or jointly as "Parties" hereunder.
- 1.3 BSO currently is the agency which provides fire rescue services for the City of Dania Beach, Florida pursuant to an Agreement for Fire Rescue Services dated on or about January 6, 2014. BSO, City of Dania Beach, and CITY 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 formal agreements already in place for mutual aid for fire and rescue services.
- 1.4 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.

- 1.5 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.

1.5.1 Automatic Aid: means automatic assistance for aid for all emergency services including but not limited to: fire, EMS, first response, within the territorial boundaries of both CITY and the City of Dania Beach.

1.5.2 Responding Party: means the agency which is providing assistance to another agency in need of receiving assistance in mitigating an emergency incident.

1.5.3 Party in Need of Aid: means the agency which is in need of or receiving assistance from an outside agency to assist in mitigating an emergency incident by and through this Agreement.

1.5.4 Coverage: means the temporary allocation of emergency apparatus and crew for providing automatic aid to a different geographic area in which the emergency apparatus and crew are not normally located and that such aid is normally provided protection by the Party in Need of Aid.

1.5.5 Closest Unit Response Model: The closest available apparatus shall respond to a Party in Need of Aid regardless of whether the location of the emergency is within the jurisdiction of the Party operating the apparatus only if the primary responsible Party is not available to respond to the call. Notwithstanding anything to the contrary stated herein, the parties will follow the Closest Unit Response Model as stated in the Regional Interlocal Agreement with the County for E911/Communications Services upon full implement of such Model in Broward County.

1.5.6 Command: means the person responsible for the strategic and tactical coordination of all personnel and equipment then in use to control the emergency.

- 1.6 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.

- 1.7 The Parties agree that words importing the singular include and apply to several persons, parties, or things; words importing the plural include the singular; and words used in the present tense include the future as well as the present.

ARTICLE 2
RESPONSE COMMITMENT

- 2.1 Automatic Response Area: Each Party's fire suppression apparatus and ALS apparatus, and personnel shall provide automatic aid response within the areas determined by the Parties.
- 2.2 The Parties agree to implement station response using the Closest Unit Response Model.
- 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 Party 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 designees, to the other Party within a reasonable time.
- 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 The Parties shall defend any action or proceeding brought against its respective agency arising in connection with this Agreement and shall, subject to the privileges and protections of sovereign immunity pursuant to Section 768.28, Fla. Stat., be responsible for all its own 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.
- 3.2 Each party is entitled to the privileges and protections of sovereign immunity pursuant to Section 768.28, Fla. Stat., 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 or 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.

ARTICLE 4 **TERMINATION**

This Agreement may be terminated upon thirty (30) 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 officer (in terms of rank, not time in rank) of the jurisdiction in which the emergency scene is located may be in Command of the incident upon their discretion or as required by either Party's policies, procedures, guidelines or other guiding documents.

ARTICLE 6 **TERM OF AGREEMENT**

- 6.1 The obligation to perform under this Agreement shall commence retroactively to June 1, 2012 and shall expire on September 30, 2016 unless renewed by the parties pursuant to Section 6.2 below or terminated by the parties pursuant to Article 4 above.
- 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, 2016. Thereafter, this Agreement shall be automatically renewed for one-year terms, unless a Party notifies the other in writing, not later than forty-five (45) 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 shall not require monetary compensation from the Parties.
- 7.2 Each Party shall remain responsible for the wages and/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.
- 7.5 The Parties agree that all EMS ambulance (rescue) transport fees collected as a result of services rendered by the Responding Party shall be retained by the Responding Party.

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 Party in Need of Aid 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 Party in Need of Aid'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 reasonable 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 suffer undue jeopardy and be left inadequately protected if they respond as requested, the senior officer may deny the request.
- 11.2.2 The requested vehicle is inoperative.
- 11.2.3 The requested vehicle is being utilized on a previous emergency call.
- 11.3 All incidents involving a failure to respond, whether deemed justified or not will be reviewed by the BSO Executive Director of Fire Rescue and Emergency Services, or designee, and the Fire Chief, or designee, of the CITY to determine the cause of the failure to respond and any necessary action(s) regarding the failure.

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 and the CITY with an effective date that coincides with or is beyond the date of execution of this Agreement.
- 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 including Florida Statute Chapter 119.
- 12.4 Agreement Administration: In the administration of this agreement as contrasted with matters of policy, all Parties may rely upon reasonable instructions or

determinations made by the BSO Executive Director of Fire Rescue and Emergency Services, or designee, and the Fire Chief, or designee, of the CITY.

- 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 Dania Beach

FOR THE CITY OF HOLLYWOOD

Fire Chief
City of Hollywood
2741 Stirling Road
Hollywood, Florida 33312

- 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 any 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 Party.
- 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 become final.
- 12.13 Performance: The Parties represent that all persons delivering the services required under this Interlocal Agreement have the knowledge and skills, whether by training, experience, education, or a combination thereof, to adequately and competently perform the duties, obligations, and services set forth herein in a skillful and respectable manner.
- 12.14 Independent Contractors: the Parties agree that each Party to this Interlocal Agreement is an independent contractor. Activities undertaken by the Parties pursuant to this Interlocal Agreement shall be subject to the supervision of the respective Party. In providing such services, neither of the Parties, nor their respective agents 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.
- 12.15 C.O.N.: Both Cities shall maintain, throughout the term of this Agreement, an ALS Rescue Certificate of Public Convenience and Necessity ('C.O.N.') from Broward County and an appropriate State of Florida license enabling each 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.
- 12.16 Medical Director: Both parties presently have and shall maintain, throughout the term of this Agreement and any renewal term, a Medical Director as required by Chapter 401, Florida Statutes.

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.

ARTICLE 14
INSURANCE

The Parties agree that each shall maintain a qualified insurance program in the limits specified in Florida Statute Section 768.28. The insurance programs shall provide for general, automobile, Workers Compensation and Employers Liability Coverage. The Parties agree to exchange a Certificate of Insurance evidencing each Party's insurance program. In the event that either Party's insurance program is modified during the term of this Agreement, the Party whose plan is being modified shall provide the other Party with at least thirty (30) days prior written notice.

BSO

SHERIFF OF BROWARD COUNTY

SCOTT J. ISRAEL, SHERIFF

Date: _____

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

By _____
Ronald M. Gunzburger, General Counsel

INTERLOCAL AGREEMENT BETWEEN THE SHERIFF OF BROWARD COUNTY
AND THE CITY OF HOLLYWOOD PROVIDING FOR AUTOMATIC AID OF FIRE
RESCUE SERVICES

CITY

ATTEST:

CITY OF HOLLYWOOD, a
municipal corporation of the
State of Florida

By: _____
Patricia A. Cerny, MMC
City Clerk

by: _____
Peter Bober, Mayor

___ Day of _____, 2015

APPROVED AS TO FORM AND
LEGALITY FOR THE USE AND
RELIANCE OF THE CITY OF
HOLLYWOOD, FLORIDA ONLY.

Jeffrey P. Sheffel, City Attorney