

OLD BUSINESS



City of Pembroke Pines, FL

601 City Center Way
Pembroke Pines, FL
33025
www.ppines.com

Agenda Request Form

Agenda Number: 10.

File ID: 24-0148

Type: Agreements/Contracts

Status: Held in Commission

Version: 2

Agenda
Section:

In Control: City Commission

File Created: 02/12/2024

Short Title: BSO and City Agreement to Provide Fire Protection
and Emergency Medical Services

Final Action:

Title: MOTION TO APPROVE THE AGREEMENT BETWEEN THE SHERIFF OF BROWARD COUNTY AND THE CITY OF PEMBROKE PINES TO PROVIDE FIRE PROTECTION AND EMERGENCY MEDICAL SERVICES BY THE CITY OF PEMBROKE PINES WITHIN A CERTAIN PORTION OF UNINCORPORATED BROWARD COUNTY.

*Agenda Date: 04/17/2024

Agenda Number: 10.

Internal Notes:

Attachments: 1. BSO and the City of Pembroke Pines - Fire Protection and Medical Services within certain portion (Approved by City Attorney), 2. bso-Pembroke Pines FR Interlocal Agt-1st Amendment-10-1-13 to 9-30-23

Indexes:

Related Files:

1	City Commission	03/06/2024	table	Pass
Action Text:	A motion was made by Commissioner Good Jr., seconded by Vice Mayor Siple, to table Consent Item 10 because of the need to address questions and concerns about the Broward Landfill, and additional information. The motion carried by the following vote: Aye: - 5 Mayor Ortis, Vice Mayor Siple, Commissioner Schwartz, Commissioner Castillo, and Commissioner Good Jr. Nay: - 0			

SUMMARY EXPLANATION AND BACKGROUND:

1. On November 22, 2010, the City of Pembroke Pines signed an agreement with the Broward Sheriff's Office ("BSO") wherein we provided Fire/EMS services to certain unincorporated areas of southwestern Broward County defined as the Broward Correctional Institution, the Broward County Landfill and US 27 South of Griffin Road.
2. The agreement was subsequently renewed annually and expired on September 30, 2013.

3. On August 7, 2013, the City Commission approved the renewal and the First Amendment which allowed for the agreement to be extended two (2) additional five-year terms, commencing October 1, 2013 through September 30, 2023.

4. BSO desires to enter into a new agreement with the City of Pembroke Pines, to have the City of Pembroke Pines continue to provide fire protection and emergency medical services to certain areas of unincorporated Broward County. The areas include the:

 A) Portion of the Broward Correctional Institution Plat, located at 20421 SW 72 Street, that is north of the City's municipal boundary and the former women's prison site, and that is utilized by Forestry Services for staging equipment, etc.

 B) Broward County Landfill, located at 7101 SW 205 Avenue.

 C) Northbound and southbound U.S. Highway 27 south of Griffin Road.

 D) Mack's Fish Camp, located at coordinates 25.96286,-80.45594, which is situated northwest from the intersection of Danell Lane & Krome Avenue.

Mack's Fish Camp was not listed in the original agreement but has been incorporated into the list of areas for service within the new agreement.

5. This agreement shall commence on October 1, 2023, *nunc pro tunc* and shall terminate on September 30, 2033. Thereafter, this Agreement may be renewed, in writing, for two (2) additional five-year terms.

6. BSO shall pay the City \$1,000 per call for service within the areas outlined in Exhibit "A" of the agreement. The fire department projects approximately thirteen (13) calls annually, resulting in an estimated revenue of \$13,000 annually. The City will retain the revenue generated from any emergency medical transports by the City within the listed areas.

7. This agreement is mutually beneficial and the Fire Department recommends City Commission approve the agreement between the Sheriff of Broward County (BSO) and the City of Pembroke Pines to provide fire protection and emergency medical services by the City of Pembroke Pines within a certain portion of unincorporated Broward County.

FINANCIAL IMPACT DETAIL:

- a) **Initial Cost:** None
- b) **Amount budgeted for this item in Account No:** Not Applicable
- c) **Source of funding for difference, if not fully budgeted:** Not Applicable
- d) **5 year projection of the operational cost of the project:** Not Applicable
- e) **Detail of additional staff requirements:** Not Applicable

FEASIBILITY REVIEW:

A feasibility review is required for the award, renewal and/or expiration of all function sourcing contracts. This analysis is to determine the financial effectiveness of function sourcing services.

- a) Was a Feasibility Review/Cost Analysis of Out-Sourcing vs. In-House Labor Conducted for this service? Not Applicable**
- b) If Yes, what is the total cost or total savings of utilizing Out-Sourcing vs. In-House Labor for this service? Not Applicable**



PEMBROKE PINES
CITY COMMISSION

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954-450-1020
fortis@ppines.com

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acastillo@ppines.com

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tgood@ppines.com

Charles F. Dodge
CITY MANAGER
954-450-1040
cdodge@ppines.com

INTER-OFFICE CORRESPONDENCE
MEMORANDUM NO. 2024-028

TO: Frank C. Ortis, Mayor
Members of the City Commission

CC: Charles F. Dodge, City Manager
Marty Gayeski, Deputy City Manager
Marlene D. Graham, City Clerk
Jonathan Bonilla, Assistant City Manager
Lisa Chong, Assistant City Manager / Finance Director
Daniel Rotstein, Assistant City Manager / Human Resources and Risk Director
Christina Sorensen, Assistant City Manager / Director of Recreation and Cultural Arts
Michael Stamm, Jr., Assistant City Manager / Director of Planning and Economic Development

FROM: Samuel S. Goren, City Attorney *SSG*
Jacob G. Horowitz, Deputy City Attorney *JGH*
Paul B. Hernandez, Assistant City Attorney *PBH*

DATE: March 26, 2024

RE: City of Pembroke Pines (the “City”) / Proposed Interlocal Agreement with Broward Sheriff’s Office for Fire and Emergency Medical Services to Certain Specific Areas within Unincorporated Broward County

This memorandum shall serve as a response to Commissioner Good’s inquiry to our office made on the record during the March 6, 2024 City Commission meeting. The purpose of this Memorandum is to confirm that the City Commission may legally enter into an agreement with the Broward Sheriff’s Office for the provision of fire protection and emergency services (the “Proposed Agreement”).

Under the terms of the Proposed Agreement, the City will continue offering fire and emergency medical services within certain specific parts of unincorporated Broward County subject to a number of terms and conditions outlined within the agreement. State Law describes the provision of such services outside of the City’s municipal boundaries as “Extraterritorial” in nature. Article VIII, Section 2(c) of the Florida Constitution provides that the “...exercise of extra-territorial powers by municipalities shall be provided by general or special law.” As such, a municipality may not exercise extraterritorial powers absent the legislative authority to do so by the Florida Legislature.

City of Pembroke Pines
Inter-Office Correspondence Memorandum No. 2024-028
March 26, 2024
Page 2

The Florida Interlocal Cooperation Act of 1969, which is codified under State law as Section 163.01, Fla. Stat., grants public agencies the right to exercise jointly with any other public agency of the state, of any other state, or of the United States Government any power, privilege, or authority which such agencies share in common and which each might exercise separately. Additionally, Section 163.01(3)(b), Fla. Stat., includes, *inter alia*, municipalities, such as the City, and independently elected County officers, such as the Broward County Sheriff, within the definition of “Public Agency.” The Act provides under Section 163.01(5), Fla. Stat. that a joint exercise of power pursuant to [the Act] shall be made by contract in the form of an Interlocal Agreement.

The Proposed Agreement is being presented as an Interlocal Agreement between two public agencies, as defined by State law. Section 163.01(5), Fla. Stat., lists several terms and conditions that may be considered by the Commission for inclusion within an Interlocal Agreement between two public agencies. Further, Section 163.01(6), Fla. Stat., provides that “[a]n Interlocal Agreement may provide for one or more parties to the agreement to administer or execute the agreement. One or more parties to the agreement may agree to provide all or a part of the services set forth in the agreement in the manner provided in the agreement.”

The Proposed Agreement is currently tabled by the City Commission. Under the Proposed Agreement, the City and the Broward Sheriff’s Office, public agencies under State law, are potentially entering into an Interlocal Agreement whereby the City shall provide fire and emergency medical services to certain specific areas within unincorporated Broward County. It is noted by this office that both the City and the Broward Sheriff’s Office provide Fire and Emergency medical services. As such, the City may legally enter into an Interlocal Agreement with the Broward Sheriff’s Office pursuant to State law.

Should you have any questions regarding this contents of this memorandum or this matter generally, please do not hesitate to contact us.

SSG:JGH:PBH

AGREEMENT
BY AND BETWEEN
THE SHERIFF OF BROWARD COUNTY, FLORIDA
AND
CITY OF PEMBROKE PINES
PROVIDING FOR
DELIVERY OF FIRE PROTECTION AND EMERGENCY MEDICAL
SERVICES BY THE CITY OF PEMBROKE PINES WITHIN A CERTAIN
PORTION OF UNINCORPORATED BROWARD COUNTY

Exhibit A: Geographic Areas
Exhibit B: HIPAA

This Agreement is made and entered this _____ day of _____, 2024 by and between: THE SHERIFF OF BROWARD COUNTY (hereinafter called the "BSO") and the CITY OF PEMBROKE PINES, a municipal corporation of the State of Florida (hereinafter called the "CITY").

WHEREAS, certain portions of BSO's unincorporated areas are geographically distant; and

WHEREAS, CITY has the ability and is willing to provide fire protection and emergency medical services, including Advanced Life Support ("ALS") rescue/transport, to the areas described in Exhibit "A", attached hereto and made a part hereof; and

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

WHEREAS, BSO and CITY have determined that it is mutually beneficial and in the best interest of the public to enter into this 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 Agreement for the City to provide fire protection and emergency medical services ("EMS") within the area described in Exhibit "A".
- 1.3 CITY intends to provide services from the closest available fire station.

ARTICLE 2
DELIVERY OF EMERGENCY MEDICAL AND FIRE PROTECTION SERVICES

- 2.1 CITY's ALS rescue/transport units and personnel shall provide emergency medical services to residents and visitors within the areas described in Exhibit "A".
- 2.2 CITY possesses and shall maintain throughout the term of this Agreement a Class 1 – ALS Rescue Certificate of Public Convenience and Necessity ("CON"), as described in Chapter 3 ½, Broward County Code of Ordinances and 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's fire apparatus and personnel shall provide fire protection services to the areas described in Exhibit "A".
- 2.4 If CITY is required to request mutual aid to manage a fire or EMS incident within the referenced area, CITY shall notify BSO of such request.
- 2.5 CITY shall provide emergency medical and fire protection services in the same manner and scope as provided to residents of the CITY.
- 2.6 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 Agreement on an expedited basis with a proportionate reduction in the consideration payable to the CITY.

ARTICLE 3 TERM OF AGREEMENT

- 3.1 This agreement shall commence on October 1, 2023, nunc pro tunc and shall terminate on September 30, 2033 unless otherwise terminated as provided herein. Thereafter, this Agreement may be renewed, in writing, for two (2) additional five year terms, unless either

party notifies the other in writing, not later than ninety (90) 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 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 Agreement in the event CITY does not maintain the appropriate Class 1 – ALS rescue COPCN and state license to provide the services hereunder.

4.3 Either party may terminate this Agreement, with or without cause, upon providing the other party with no less than sixty (60) calendar days notice.

4.4 In the event that all of the properties within the area described in Exhibit "A" become annexed by CITY, this Agreement shall automatically terminate upon the effective date of the annexation by CITY of said properties.

ARTICLE 5
DEFAULT

5.1 If either party fails to perform or observe any of the material terms and conditions of this 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, to terminate the Agreement or seek specific performance of this 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 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, 2023 through September 30, 2033, BSO shall pay CITY one thousand dollars (\$1,000.00) per responding incident for the provision of emergency medical and fire protection services rendered by CITY pursuant to this Agreement.
- 6.2 CITY shall retain all revenues generated from emergency medical transports by CITY within the area identified in Exhibit "A".
- 6.3 CITY's fire apparatus and personnel shall provide fire protection services to the described area. In the event that the CITY observes an immediate life safety or fire code issue within the described area, CITY shall immediately notify BSO's Fire Marshal's Bureau via radio dispatch. The CITY 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.
- 6.4 CITY agrees to report its responses to incidents within the unincorporated areas identified in this Agreement to BSO on a quarterly basis commencing the first quarter after the effective date of this Agreement. CITY agrees to include in its quarterly reports all addresses, incident type, and response times where CITY has responded to an incident.

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 Agreement.
- 7.2 CITY and BSO shall each independently defend any action or proceeding brought against their respective agency pursuant to this Agreement and shall be separately responsible for all of the 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 agrees to indemnify and/or hold harmless BSO for any claims, demands, damages and causes of action which may be brought against either party pursuant to this Agreement as a result of the acts, omission or negligence of CITY, its agents, sub-contractors, employees or officers in the performance of their respective obligations under this Agreement.

ARTICLE 8
INSURANCE

CITY shall maintain its own comprehensive general liability insurance, professional liability insurance, automobile liability insurance and workers compensation insurance policy or maintain

a self-insuring fund for the term of this Agreement in the amounts determined by each party to adequately insure such party's liability assumed herein, but in no event shall such coverage be less than the amount of statutory waiver of sovereign immunity.

CITY shall provide BSO with proof of insurance (comprehensive general liability, professional liability, auto liability and workers compensation) or proof that CITY maintains a self-insurance fund consistent with F.S.S. Chapter 768.28.

ARTICLE 9 HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT

The Fire Department 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. The Fire Department shall comply with the provisions stated in the Business Associates Addendum, which is attached hereto as Exhibit "B."

ARTICLE 10 MISCELLANEOUS

- 10.1 Joint Preparation: The preparation of this Agreement as 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 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 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 representatives 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 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 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 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 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 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 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 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 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 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 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 Agreement. An election to terminate this 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 This Agreement may be executed by hand or electronically in multiple originals or counterparts, each of which shall be deemed to be an original and together shall constitute one and the same agreement. Execution and delivery of this Agreement by the Parties shall be legally binding, valid and effective upon delivery of the executed documents to the other party through facsimile transmission, email, or other electronic delivery.
- 10.9 **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:

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

With a copy to:

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

FOR THE CITY:

City Manager
City of Pembroke Pines
601 City Center Way
Pembroke Pines, Florida 33025

With a copy to:

Fire Chief
City of Pembroke Pines
601 City Center Way
Pembroke Pines, Florida 33025

SIGNATURE PAGE FOLLOWS

INTERLOCAL AGREEMENT BETWEEN THE SHERIFF OF BROWARD COUNTY AND THE CITY OF PEMBROKE PINES PROVIDING FOR DELIVERY OF EMERGENCY MEDICAL AND FIRE PROTECTION SERVICES BY CITY OF PEMBROKE PINES WITHIN A PORTION OF UNINCORPORATED BROWARD COUNTY

CITY:

CITY OF PEMBROKE PINES, FLORIDA

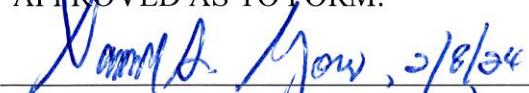
ATTEST:

BY: _____

MARLENE D. GRAHAM, CITY CLERK

MAYOR FRANK C. ORTIS

APPROVED AS TO FORM:

 _____
2/8/04

Print Name: Samuel S. Golden
OFFICE OF THE CITY ATTORNEY

BY: _____

CHARLES F. DODGE, CITY MANAGER

BROWARD SHERIFF'S OFFICE

By: _____
SHERIFF GREGORY TONY

APPROVED AS TO FORM:

TERRENCE LYNCH
General Counsel/Executive Director

Exhibit "A"**INTERLOCAL AGREEMENT BETWEEN THE SHERIFF OF BROWARD COUNTY AND THE CITY OF PEMBROKE PINES PROVIDING FOR THE DELIVERY OF FIRE PROTECTION AND EMERGENCY MEDICAL SERVICES BY THE CITY OF PEMBROKE PINES WITHIN A CERTAIN PORTION OF UNINCORPORATED BROWARD COUNTY****GEOGRAPHIC AREAS**

The areas include the Broward Correctional Institution, located at 20421 SW 72 Street; the Broward County Landfill, located at 7101 SW 205 Avenue, northbound and southbound U.S. Highway 27 south of Grifin Road and Mack's Fish Camp, located at coordinates 25.96286,-80.45594, which is situated northwest from the intersection of Danell Lane & Krome Avenue.

Exhibit "B"

BUSINESS ASSOCIATE ADDENDUM

BETWEEN

SHERIFF OF BROWARD COUNTY

AND THE

CITY OF PEMBROKE PINES

PROVIDING FOR

**DELIVERY OF FIRE-RESCUE SERVICE BY THE CITY OF PEMBROKE PINES WITHIN A
CERTAIN PORTION OF UNINCORPORATED BROWARD COUNTY**

This BUSINESS ASSOCIATE ADDENDUM references the following Agreement by and between the Sheriff of Broward County (hereinafter called "BSO") and the City of Pembroke Pines, a municipal corporation organized as existing under the laws of the State of Florida (hereinafter each is referred to as "Business Associate").

WHEREAS, the parties entered into an Agreement providing for Business Associate to provide delivery of fire protection and emergency medical services within a certain portion of unincorporated Broward County (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 and emergency medical services; and

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

WHEREAS, BSO is a hybrid covered entity under HIPAA, and designated the Department of Fire Rescue and Emergency Services (hereinafter referred to as "BSOFR") as a covered component subject to 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, BSOFR 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 BSOFR 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 called, 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 BSOFR 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 BSOFR or created or received on behalf of BSOFR 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 BSOFR 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 BSOFR 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 BSOFR or created or received on behalf of BSOFR available to BSOFR 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 BSOFR 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 BSOFR, or an individual under procedures approved by BSOFR, 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 BSOFR. 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 13.2 of the Existing Contract, 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 Existing Contract(s).

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, BSOFR as specified in the Existing Contract, provided that such use or disclosure would not violate the Privacy Rule if done by BSOFR or the minimum necessary policies and procedures of BSOFR 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 BSOFR 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 BSOFR

BSOFR 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.

BSOFR 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.

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

BSOFR 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 BSOFR.

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 BSOFR or contractors for BSOFR or created or received by the BUSINESS ASSOCIATE on behalf of NBSOFR 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 BSOFR to comply with the requirements of the Privacy Rule and the Health Insurance Portability and Accountability Act of 1996, Public Law no. 104-191.

IN WITNESS OF THE FOREGOING, the Parties have set their hands and seals the day and year first written above.

CITY:

CITY OF PEMBROKE PINES, FLORIDA

ATTEST:

BY: _____

MARLENE D. GRAHAM, CITY CLERK

MAYOR FRANK C. ORTIS

APPROVED AS TO FORM:

Print Name: Samuel J. Gold
OFFICE OF THE CITY ATTORNEY

BY:

CHARLES F. DODGE, CITY MANAGER

BROWARD SHERIFF'S OFFICE

By: _____
SHERIFF GREGORY TONY

APPROVED AS TO FORM:

TERRENCE LYNCH
General Counsel/Executive Director



DATE: September 12, 2013 13M-158

MEMO TO: Fire Chief Anthony P. Stravino, Executive Director, F/R (via e-mail)
William MacDonald, Director, Bureau of Finance & Budget (via e-mail)
Victor Marrero, Director, Risk Management (via e-mail)
Neesa Warlen, Director, Purchasing Administration (via e-mail)

FROM: Jeff Hessler, Deputy General Counsel, Administration
Office of the General Counsel *JH*

SUBJECT: Executed Contract – City of Pembroke Pines Interlocal Agt. F/R (10C-122)

Enclosed please find a copy of the agreement between the Broward Sheriff's Office and the following:

Agreement Summary

Party: BSO and City of Pembroke Pines

Purpose: 1st Amendment to the Agreement for Pembroke Pines to provide fire rescue services to certain unincorporated areas of Broward County. The Amendment extends the term of the Original Agreement.

Consideration: City is paid \$1,000 per response

Term: October 1, 2013 through September 30, 2023, unless otherwise terminated as provided herein.

Special Conditions: Either party may terminate this Agreement for convenience upon 90 days prior written notice.

Review Notice: 120 Days X or 60 Days _____

JH/mc
Enclosure

cc: Deputy Chief Frank Porcella, F/R (via e-mail)
Irene Costa, Contract Manager, Purchasing Administration (via e-mail)
Della Amrozewicz, Budget Manager, Budget (via e-mail)
Jean Hanna, Asst. Business Manager, EMS Administration – FR (via e-mail)
Donda Evans, Administrative Assistant, Fire Rescue Administration (via e-mail)
Susan Graves, Administrative Assistant, Finance (via e-mail)

FIRST AMENDMENT TO THE INTERLOCAL AGREEMENT BETWEEN BROWARD SHERIFF'S OFFICE AND THE CITY OF PEMBROKE PINES

THIS FIRST AMENDMENT TO THE AGREEMENT is made and entered into this 24 day of August, 2013, by and between:

CITY OF PEMBROKE PINES, FLORIDA ("CITY"), a municipal corporation organized and operating pursuant to the laws of the State of Florida, with a business address of 10100 Pines Boulevard, Pembroke Pines, Florida 33026, hereinafter referred to as "City";

and

BROWARD SHERIFF'S OFFICE ("BSO"), with a business address of 2601 W. Broward Boulevard, Fort Lauderdale, Florida 33312. CITY and BSO hereafter collectively referred to as the "Parties".

W I T N E S S E T H

WHEREAS, on November 22, 2010, the Parties entered into an Agreement ("Original Agreement") whereby the CITY agreed to perform certain fire protection and emergency medical services to a portion of unincorporated Broward County on behalf of BSO, a copy of the Original Agreement is attached hereto as Exhibit "A" and incorporated herein; and

WHEREAS, the Original Agreement, as subsequently renewed pursuant to Article 4 thereof, expires on September 30, 2013; and

WHEREAS, the Parties seek to enter into this First Amendment further extending the term of the Original Agreement, subject to all other terms and conditions set forth therein.

NOW, THEREFORE, for and in consideration of the mutual covenants and other good and valuable consideration, the Parties hereto agree as follows:

SECTION 1. The foregoing "Whereas" clauses are hereby ratified as being true and correct, and incorporated herein.

SECTION 2. Section 4.1 of the Original Agreement is hereby deleted in its entirety and replaced with the following:

This Agreement shall commence upon ratification of this First Amendment by the CITY and BSO, and shall terminate on September 30, 2023, unless otherwise terminated as provided herein. Thereafter this Agreement may be renewed, in writing, for two (2) additional five-year terms, unless either party notifies the other in writing, not later than ninety (90) days prior to the expiration of this Agreement or any renewal term of this Agreement, if its intent not to renew.

SECTION 3. The Parties agree that in all other respects the Original Agreement, as amended by this First Amendment, shall remain in full force and effect, except as specifically modified herein.

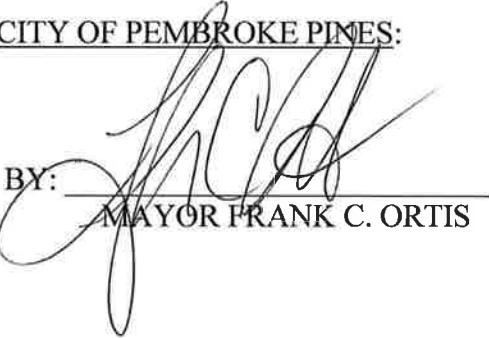
IN WITNESS OF THE FOREGOING, the Parties have set their hands and seals the day and year first written above.

CITY OF PEMBROKE PINES:

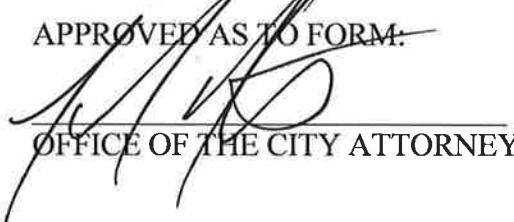
ATTEST:


JUDITH A. NEUGENT, CITY CLERK

BY:

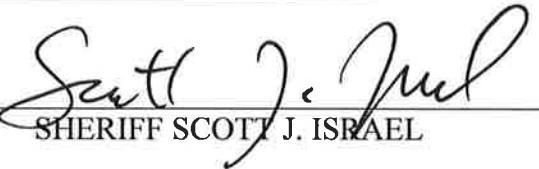

MAYOR FRANK C. ORTIS

APPROVED AS TO FORM:


OFFICE OF THE CITY ATTORNEY

BROWARD SHERIFF'S OFFICE

By:


SHERIFF SCOTT J. ISRAEL

ATTEST:



Print: _____

APPROVED AS TO FORM:


RONALD M. GUNZBURGER
General Counsel

SSG/JGH 7-2-13

H:_GOV CLIENTS\PP 1956_760185 GMAGMT 2013\First Amendment - BSO (Fire Rescue Services).docx

INTERLOCAL AGREEMENT
BETWEEN
THE SHERIFF OF BROWARD COUNTY, FLORIDA
AND
THE CITY OF PEMBROKE PINES

PROVIDING FOR THE DELIVERY OF FIRE PROTECTION AND EMERGENCY
MEDICAL SERVICES BY THE CITY OF PEMBROKE PINES WITHIN A
CERTAIN PORTION OF UNINCORPORATED BROWARD COUNTY KNOWN
AS THE BROWARD CORRECTIONAL INSTITUTION AND THE BROWARD
COUNTY LANDFILL

Exhibit A: Geographic Areas

Exhibit B: HIPAA

EXHIBIT "A"

**Interlocal Agreement
Between
AL LAMBERTI, SHERIFF OF BROWARD COUNTY
and
CITY OF PEMBROKE PINES**

Providing for the Delivery of Fire Protection and Emergency Medical Services by City of Pembroke Pines with a certain portion of Unincorporated Broward County known as the Broward Correctional Institution and the Broward County Landfill.

This Interlocal Agreement is made and entered this 22nd day of November, 2010 by and between AL LAMBERTI, SHERIFF OF BROWARD COUNTY (hereinafter called the "BSO") and the CITY OF PEMBROKE PINES, a municipal corporation of the State of Florida (hereinafter called the "CITY").

WHEREAS, certain portions of BSO's unincorporated areas are geographically distant and BSO cannot efficiently provide emergency medical and fire protection services directly to these areas; and

WHEREAS, CITY has the ability and is willing to provide fire protection and emergency medical services, including Advanced Life Support ("ALS") rescue/transport, to the areas described in Exhibit "A", attached hereto and made a part hereof; and

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

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

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

**ARTICLE 1
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 Agreement for the City to provide fire protection and emergency medical services ("EMS") within the area described in Exhibit "A".

- 1.3. The CITY and BSO find the method of delivery of fire protection and emergency medical services as set forth in this Agreement is in the best interest of the public and can best be accomplished through the coordination of the provision of said services as set forth herein.
- 1.4 CITY intends to provide services from the closest available fire station.

ARTICLE 2 **DEFINITIONS**

- 2.1 Agreement -- means this document, Articles 1 through 12, inclusive. Other terms and conditions are included in the exhibits and documents that are expressly incorporated by reference.
- 2.2 CITY – shall mean the City of Pembroke Pines, a municipal corporation organized and existing under the laws of the State of Florida and located within the boundaries of Broward County, Florida.
- 2.3 City Manager- shall mean the duly appointed and validly existing administrator of the CITY. In the absence of the City Manager, the City may designate an authorized representative that shall have the same authority as that of the City Manager.
- 2.4 Effective Date - shall mean date of contractual execution by the CITY and BSO.
- 2.5 Emergency Medical Services (EMS) - means those basic life support and advanced life support services defined in Section 401.23, Florida Statutes, as may be amended from time to time.
- 2.6 Fire Protection Services - means all fire suppression calls hazardous conditions responses; and the management of all emergency equipment, emergency personnel and emergency incident scenes.
- 2.7 Incident - means any request received for emergency medical service or fire protection service that results in the dispatch, response and arrival of a fire rescue apparatus.
- 2.8 Service Area - means the designated geographic areas or properties and unincorporated areas located adjacent to the City of Pembroke Pines, specifically the Broward Correctional Institution located at 20421 Sheridan Street; the Broward County Landfill located at 7101 SW 205 Avenue; southbound U.S. Highway 27 south of Griffin Road; and northbound U.S. Highway 27 south of Griffin Road.

2.9 SHERIFF - shall mean the duly elected and qualified Sheriff of Broward County, Florida.

ARTICLE 3
DELIVERY OF EMERGENCY MEDICAL AND FIRE PROTECTION SERVICES

- 3.1 CITY's ALS rescue/transport units and personnel shall provide comprehensive emergency medical services to residents and visitors within the areas described in Exhibit "A".
- 3.2 CITY possesses and shall maintain throughout the term of this Agreement a Class 1 – ALS Rescue Certificate of Public Convenience and Necessity ("CON"), as described in Chapter 3 ½, Broward County Code of Ordinances and 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.
- 3.3 If CITY is required to request mutual aid to manage a fire or EMS incident within the referenced area, CITY shall notify BSO of such request.
- 3.4 CITY shall provide emergency medical and fire protection services in the same manner and scope as provided to residents of the CITY.
- 3.5 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 Agreement within thirty (30) days with a proportionate reduction in the consideration payable to the CITY.

ARTICLE 4
TERM OF AGREEMENT

- 4.1 This agreement shall commence upon ratification by the CITY and BSO, and shall terminate on September 30, 2011 unless otherwise terminated as provided herein. Thereafter, this Agreement may be renewed, in writing, for two (2) one-year terms, unless either party notifies the other in writing, not later than ninety (90) days prior to the expiration of this Agreement or any renewal term of this Agreement, of its intent not to renew.
- 4.2 This Agreement may only be terminated as provided for in this Agreement or otherwise agreed upon in writing by the parties.

ARTICLE 5
TERMINATION

- 5.1 This 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.
- 5.2 BSO may immediately terminate this Agreement in the event CITY does not maintain the appropriate Class 1 – ALS rescue CON and state license to provide the services hereunder.
- 5.3 Either party may terminate this Agreement with or without cause upon providing the other party with no less than ninety (90) calendar days written notice via certified mail, return receipt requested or via hand delivery with proof of delivery.
- 5.4 In the event that all of the properties within the area described in Exhibit "A" become annexed by CITY, this Agreement shall automatically terminate upon the effective date of the annexation by CITY of said properties.

ARTICLE 6
DEFAULT

- 6.1 If either party fails to perform or observe any of the material terms and conditions of this 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, to terminate the Agreement or seek specific performance of this 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 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 7
COMPENSATION

- 7.1 For the period from the effective date through September 30, 2011, BSO shall pay CITY one thousand dollars (\$1,000.00) per responding incident for the

provision of emergency medical and fire protection services rendered by CITY pursuant to this Agreement. The CITY shall keep track of all responding incidents and submit invoices to BSO every three (3) months. BSO shall review the invoices within fifteen (15) days of receipt. BSO shall notify the CITY in writing of any disputes related to incidents included in the CITY's invoice(s). BSO and CITY shall meet within seven (7) days of notification of any disputed invoices to resolve the matter. For all non-disputed invoices, BSO shall remit payment within thirty (30) days of receipt of invoice.

- 7.2 CITY shall retain all revenues generated from emergency medical transports by CITY within the area identified in Exhibit "A".
- 7.3 CITY's fire apparatus and personnel shall provide fire protection services to the described area. In the event that the CITY observes an immediate life safety or fire code issue within the described area, CITY shall immediately notify BSO's Fire Marshal's Bureau via radio dispatch. The CITY 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.
- 7.4 CITY agrees to report its responses to incidents within the unincorporated areas identified in this Agreement to BSO on a quarterly basis commencing the first quarter after the effective date of this Agreement. CITY agrees to include in its quarterly reports all addresses, incident type, and response times where CITY has responded to an incident.

ARTICLE 8 **LIABILITY**

- 8.1 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 Agreement.
- 8.2 To the extent permitted by law, the CITY shall indemnify, defend, and hold the BSO, its officials, agents, servants and employees, harmless from any and all liability, actions, causes of action, suits, trespasses, damages, judgments, executions, claims and demands of any kind whatsoever, in law or in equity, which results from or arises out of the intentional or negligent acts or omissions of the CITY, its employees, agents, or servants and the CITY shall indemnify the BSO, its officials, agents, servants and employees, for damages, judgments, claims, costs, expenses, including reasonable attorney's fees, which the BSO, its officials, agents, servants and employees, might suffer in connection with or as a result of the intentional or negligent acts of the CITY, its employees, agents, or servants. For purposes of this provision, the CITY's employees shall not be deemed agents or servants of the BSO and the BSO's employees shall not be deemed agents or servants of the CITY. The

CITY will at all times be entitled to the benefits of sovereign immunity as provided in Florida Statutes, Section 768.28, and common law. Nothing contained in the Agreement shall be construed as a waiver of sovereign immunity.

8.3 To the extent permitted by law, the BSO shall indemnify, defend, and hold the CITY, its officials, agents, servants and employees, harmless from any and all liability, actions, causes of action, suits, trespasses, damages, judgments, executions, claims and demands of any kind whatsoever, in law or in equity, which results from or arises out of the intentional or negligent acts or omissions of the BSO, its employees, agents, servants and the BSO shall indemnify the CITY, its officials, agents, servants and employees, for damages, judgments, claims, costs, expenses, including reasonable attorney's fees, which the CITY, its officials, agents, servants and employees, might suffer in connection with or as a result of the intentional or negligent acts of the BSO, its employees, agents, or servants. For purposes of this provision, the CITY's employees shall not be deemed agents or servants of the BSO and the BSO's employees shall not be deemed agents or servants of the CITY. The BSO will at all times be entitled to the benefits of sovereign immunity as provided in Florida Statutes, Section 768.28, and common law. Nothing contained in the Agreement shall be construed as a waiver of sovereign immunity.

ARTICLE 9 **INSURANCE**

9.1 CITY shall either be self-insured or maintain the insurance coverage set forth in this Article.

9.2 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.

9.3 All insurance policies shall name and endorse the following as additional insureds: 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.

9.4 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. Policy(ies) must be endorsed with waiver of subrogation against BSO and Broward County.
2. Commercial General Liability Insurance. CITY shall carry Commercial General Liability Insurance with limits of not less than Two Million Dollars (\$2,000,000) 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 Three Million Dollars (\$3,000,000). 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.

9.5 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.

9.6 CITY's insurance policies shall be endorsed to provide BSO with at least thirty (30) 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

9.7 If CITY's insurance policy is a claims made policy, then CITY shall maintain such insurance coverage 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.

9.8 If any of CITY's 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.

9.9 The provisions of this Article shall survive the expiration or termination of this Agreement.

9.10 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 10 HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT

The Fire Department 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 ("HIPPA") and its implementing regulations. The Fire Department shall comply with the provisions stated in the BUSINESS ASSOCIATE Addendum, which is attached hereto as Exhibit "B."

ARTICLE 11
NOTICE

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:

Chief Joseph Lello, BSO Fire Rescue
Broward Sheriff's Office
2601 West Broward Blvd.
Ft. Lauderdale, FL 33312

With a copy to:

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

FOR THE CITY:

Charles F. Dodge, City Manager
City of Pembroke Pines
10100 Pines Boulevard
Pembroke Pines, Florida 33026

With a copy to:

John Picarello, Fire Chief
City of Pembroke Pines
10100 Pines Boulevard
Pembroke Pines, Florida 33026

ARTICLE 12
MISCELLANEOUS

12.1 **Joint Preparation:** The preparation of this Agreement as 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 Merger: This 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 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 representatives 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 Agreement.

12.3 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.

12.4 Records and Audit: CITY and BSO shall each maintain their own respective records and documents associated with this 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 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 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 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.

12.5 Contract Administrators: The Contract Administrators for this 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 Agreement, as contrasted with matters of policy, all parties may rely upon instructions or determinations made by the respective Contract Administrators.

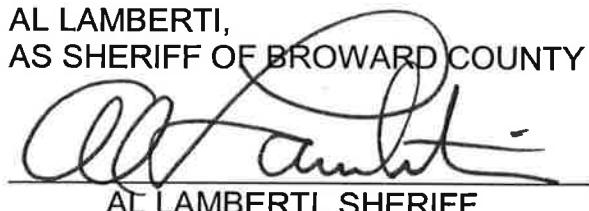
12.6 Governing Law and Venue: This Agreement shall be governed, construed and controlled according to the laws of the State of Florida without regard to its conflict of laws provisions. Any claim, objection or dispute arising out of the terms of this Agreement shall be litigated in the Seventeenth Judicial Circuit in and for Broward County, Florida.

12.7 **Severability:** 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 CITY or BSO elects to terminate this Agreement. An election to terminate this 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.

AGREEMENT BETWEEN AL LAMBERTI, AS SHERIFF OF BROWARD COUNTY AND THE CITY OF PEMBROKE PINES PROVIDING FOR DELIVERY OF EMERGENCY MEDICAL AND FIRE PROTECTION SERVICES BY CITY OF PEMBROKE PINES WITHIN A PORTION OF UNINCORPORATED BROWARD COUNTY KNOWN AS THE BROWARD CORRECTIONAL FACILITY AND BROWARD COUNTY LANDFILL.

BSO

AL LAMBERTI,
AS SHERIFF OF BROWARD COUNTY



AL LAMBERTI, SHERIFF

Date: 12-1-10

Approved as to form:


By _____
Office of General Counsel

Date: 11/30/10

CITY OF PEMBROKE PINES

ATTEST:

By: _____

City Clerk



CITY OF PEMBROKE PINES

By: _____

Mayor

Date: 10/26/10

By: _____

City Manager

Date: 10/28/10

APPROVED AS TO FORM:

Silvia Klein
Office of the City Attorney

EXHIBIT "A"

INTERLOCAL AGREEMENT BETWEEN AL LAMBERTI, SHERIFF OF BROWARD COUNTY AND THE CITY OF PEMBROKE PINES PROVIDING FOR THE DELIVERY OF FIRE PROTECTION AND EMERGENCY MEDICAL SERVICES BY THE CITY OF PEMBROKE PINES WITHIN A CERTAIN PORTION OF UNINCORPORATED BROWARD COUNTY KNOWN AS THE BROWARD CORRECTIONAL INSTITUTION AND THE BROWARD COUNTY LANDFILL.

GEOGRAPHIC AREAS

The areas including the Broward Correctional Institution located at 20421 Sheridan Street, the Broward County Landfill located at 7101 S.W. 205 Avenue, northbound and southbound U.S. Highway 27 south of Griffin Road.

Exhibit "B"
BUSINESS ASSOCIATE ADDENDUM
BETWEEN
AL LAMBERTI, SHERIFF OF BROWARD COUNTY
AND THE
CITY OF PEMBROKE PINES

PROVIDING FOR
DELIVERY OF FIRE-RESCUE SERVICE BY THE CITY OF PEMBROKE PINES
WITHIN A CERTAIN PORTION OF UNINCORPORATED BROWARD COUNTY
KNOWN AS THE BROWARD CORRECTIONAL INSTITUTION AND BROWARD
COUNTY LANDFILL

This BUSINESS ASSOCIATE ADDENDUM references the following Agreement by and between Al Lamberti, Sheriff of Broward County (hereinafter called "BSO") and the City of Pembroke Pines, a municipal corporation organized as existing under the laws of the State of Florida (hereinafter each is referred to as "BUSINESS ASSOCIATE").

WHEREAS, the parties entered into an Agreement providing for BUSINESS ASSOCIATE to provide delivery of fire protection and emergency medical services within a certain portion of unincorporated Broward County known as the Broward Correctional Facility and Broward County Landfill (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 and emergency medical services; and

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

WHEREAS, BSO is a hybrid covered entity under HIPAA, and designated the Department of Fire Rescue and Emergency Services (hereinafter referred to as "BSOFR") as a covered component subject to 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, BSOFR 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 BSOFR 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 called, 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 BSOFR 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 BSOFR or created or received on behalf of BSOFR 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 BSOFR 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 BSOFR 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 BSOFR or created or received on behalf of BSOFR available to BSOFR 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 BSOFR 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 BSOFR, or an individual under procedures approved by BSOFR, 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 BSOFR. 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 13.2 of the Existing Contract, 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 Existing Contract(s).

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, BSOFR as specified in the Existing Contract, provided that such use or disclosure would not violate the Privacy Rule if done by BSOFR or the minimum necessary policies and procedures of BSOFR 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 BSOFR 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 BSOFR

BSOFR 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.

BSOFR 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.

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

BSOFR 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 BSOFR.

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 BSOFR or

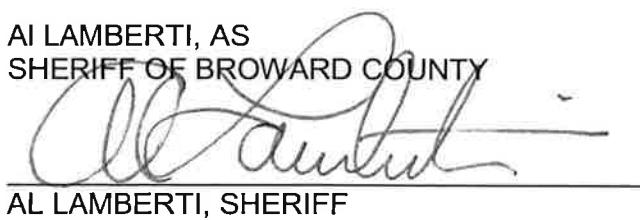
contractors for BSOFR or created or received by the BUSINESS ASSOCIATE on behalf of BSOFR is destroyed.

Amendment. The parties agree to take such action as is necessary to amend this Addendum from time to time as is necessary for BSOFR to comply with the requirements of the Privacy Rule and the Health Insurance Portability and Accountability Act of 1966, Public Law no. 104-191.

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

BSO

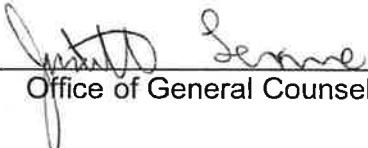
AL LAMBERTI, AS
SHERIFF OF BROWARD COUNTY



AL LAMBERTI, SHERIFF

Date: 11-22-10

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

By: 
Office of General Counsel

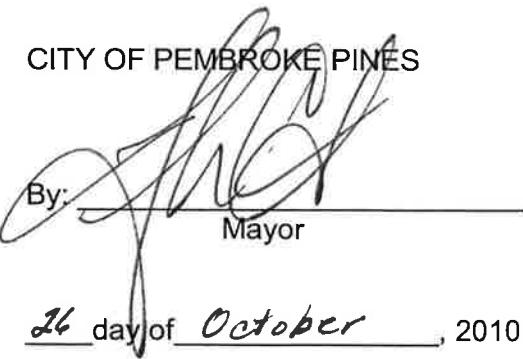
Date: 11/4/10

CITY

ATTEST:

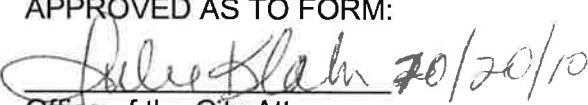
By: 
City Clerk

CITY OF PEMBROKE PINES

By: 
Mayor

26 day of October, 2010

APPROVED AS TO FORM:


Office of the City Attorney

