

**INTERLOCAL AGREEMENT
BETWEEN
THE CITY OF CORAL SPRINGS
AND
THE CITY OF MARGATE
FOR
POLICE MOTORCYCLE REPAIR AND MAINTENANCE SERVICES**

THIS AGREEMENT, made and entered into this _____ day of _____, 2016, by and between:

CITY OF CORAL SPRINGS, FLORIDA
a municipal corporation
9551 West Sample Road
Coral Springs, Florida 33065
(hereinafter referred to as "CORAL SPRINGS")

AND

CITY OF MARGATE, FLORIDA
a municipal corporation
5790 Margate Boulevard
Margate, Florida 33063
(hereinafter referred to as "MARGATE")

This Interlocal Agreement ("Agreement") is made and entered into by and between the City of Coral Springs and the City of Margate, who mutually agree as follows:

Section 1. SCOPE OF SERVICES

CORAL SPRINGS shall provide motorcycle repair and maintenance services for MARGATE as set forth below:

- 1.01 CORAL SPRINGS shall provide motorcycle repair and maintenance services to MARGATE, including but not limited to required scheduled maintenance, emergency service, tire replacement, brake work, and clutch replacement as provided in Exhibit "A". CORAL SPRINGS shall provide all necessary parts and equipment required to complete repair and maintenance services. Beginning October 1, 2017 and each October 1st thereafter during the contract period and through the renewal periods, the rates and fees listed in Exhibit "A", attached hereto and incorporated herein, shall increase based upon the increase in the CPI for all Urban Consumers, South Urban area as of July.

- 1.02 The labor rate for all work performed by CORAL SPRINGS outside of the scope of services, and for emergency services, is specifically set forth in Exhibit "A". For purposes of this Agreement, emergency services shall mean services for which the CITY OF CORAL SPRINGS technician is required to do any repairs off-site of the CORAL SPRINGS garage facility (i.e., road services) or services that are required to be provided outside the hours of 7:00 a.m. and 3:30 p.m., Monday through Friday, or on CORAL SPRINGS' scheduled holidays. Work that extends beyond these hours shall be billed at the emergency services rate, subject to approval by MARGATE.
- 1.03 CORAL SPRINGS shall supervise the work force to ensure that all workers conduct themselves and perform their work in a safe and professional manner. CORAL SPRINGS shall comply with all OSHA safety rules and regulations in the operation of equipment and in the performance of the work.
- 1.04 CORAL SPRINGS shall ensure that all maintenance and repair services are performed by a certified mechanic. CORAL SPRINGS warrants that all work performed is in accordance with the manufacturer's recommendations as outlined in the owner's manual for the motorcycles, is as requested by the manufacturer in any recall campaign, and does not invalidate any manufacturer's warranty.
- 1.05 CORAL SPRINGS shall comply with any and all federal, state, and local laws and regulations now in effect or hereinafter enacted during the term of this Agreement, which are applicable to CORAL SPRINGS, its employees, agents or subcontractors, if any, with respect to the services described herein.

Section 2. COMPENSATION

- 2.01 MARGATE shall compensate CORAL SPRINGS for any and all labor costs pursuant to Exhibit "A".
- 2.02 MARGATE shall compensate CORAL SPRINGS for any and all parts installed or used in the repair and maintenance of MARGATE'S police motorcycles at the cost incurred by CORAL SPRINGS, with no additional mark-up or profit.

Section 3. PAYMENT AND INVOICING

- 3.01 CORAL SPRINGS shall submit itemized invoice(s) to MARGATE upon completion of the work performed to:

Fleet Administrator / Garage Coordinator
102 Rock Island Road
Margate, Florida 33063

- 3.02 MARGATE shall pay CORAL SPRINGS the amount due within thirty (30) days after receipt of said invoices by the Public Works Director or designee. Payment shall be made to:

City of Coral Springs
4181 NW 121st Street
Coral Springs, Florida 33065

Section 4. CONTRACT TERM

The work to be performed under this Agreement shall commence on October 1, 2016 and shall expire on September 30, 2018. MARGATE reserves the right to extend the contract for two additional two (2) year periods, providing both parties agree to the extension; all terms, conditions and specifications shall remain the same. CORAL SPRINGS shall give written notice to MARGATE not less than thirty (30) days prior to the renewal date of any adjustment in the initial Contract pricing. Contract renewal shall be based on satisfactory performance, mutual acceptance, and determination that the Contract is in the best interest of MARGATE.

Section 5. WARRANTY

CORAL SPRINGS warrants all parts and equipment furnished and installed and workmanship performed for a period of ninety (90) days from the date of completion. All parts and services furnished under this Agreement shall be free from defects in material or workmanship.

MARGATE shall provide notice of warranty claim by regular mail or email to:

Fleet Services Superintendent
City of Coral Springs
4181 NW 121st Street
Coral Springs, Florida 33065

Section 6. ASSIGNMENT AND SUBCONTRACTING

CORAL SPRINGS shall not transfer or assign the performance required by this Agreement without the prior consent of MARGATE, nor shall this Agreement or any portion thereof be subcontracted without the prior consent, via email or regular mail, of MARGATE. Any subcontract work shall be billed at the cost incurred by CORAL SPRINGS with no additional mark-up or profit.

Section 7. INSURANCE

The parties acknowledge that they are insured governmental entities subject to the limitations of Section 768.28, Florida Statutes. Both entities further acknowledge that they carry workers compensation insurance and the employees that will provide services pursuant to this Agreement are covered by the same. The parties shall institute and maintain a fiscally sound and prudent risk management program with regard to its respective obligations under this Agreement in accordance with the provisions of Section 768.28, Florida Statutes. Prior to execution, both parties shall exchange proof of general liability and workers' compensation insurance. Either party shall provide proof of required insurance upon request to the requesting party throughout the term of this Agreement.

Section 8. INDEMNIFICATION

To the extent permitted by law, MARGATE agrees to indemnify and hold harmless CORAL SPRINGS and all its officers, elected or otherwise, and employees from any loss, damage, or injury to persons or property arising out of services provided by CORAL SPRINGS under this Agreement.

Section 9. TERMINATION

Each party is authorized to terminate this Agreement, with or without cause, by providing the other party ninety (90) days written notice of its intention to terminate the Agreement.

Section 10. NOTICE

Whenever either party desires or is required under this Agreement to give notice to the other party, it must be by written notice and given by:

- Hand delivery
- Registered or certified mail, return receipt requested
- Overnight courier, or
- Facsimile to:

CITY OF MARGATE:
Fleet Administrator / Garage Coordinator
102 Rock Island Road
Margate, Florida 33063

TO: CITY OF CORAL SPRINGS, FLORIDA
Erdal Dönmez, City Manager
9551 West Sample Road
Coral Springs, Florida 33065
Phone (954) 345-2215
Facsimile: (954)345-2144

With a copy to: CITY OF CORAL SPRINGS, FLORIDA
John J. Hearn, City Attorney
9551 West Sample Road
Coral Springs, Florida 33065
Phone: (954) 344-1011
Facsimile: (954) 344-5930

or to such other address as any party may designate by notice complying with the terms of this Section. Each such notice shall be deemed delivered:

- on the date delivered if by personal delivery or overnight courier,
- on the date upon which the return receipt is signed or delivery is refused or the notice is designated by the postal authorities as not deliverable, as the case may be, if mailed, and
- on the date of transmission with confirmed answer back if by fax.

Section 11. AGREEMENT SUBJECT TO FUNDING

This Agreement shall remain in full force and effect only as long as the expenditures provided for in the Agreement have been appropriated by the City Commission of the CITY OF MARGATE in the annual budget for each fiscal year of this Agreement, and is subject to termination based on lack of funding.

Section 12. VENUE

This Agreement shall be governed by the laws of the State of Florida as now and hereafter in force. The venue for actions arising out of this Agreement is situated in the Seventeenth Judicial Circuit in and for Broward County, Florida.

Section 13. SEVERABILITY; WAIVER OF PROVISIONS

Any provision in this Agreement that is prohibited or enforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof or affecting the validity or enforceability of such provisions in any other jurisdiction. The non-enforcement of any provision by either party shall not constitute a waiver of that provision nor shall it affect the enforceability of that provision or of the remainder of this Agreement.

Section 14. MERGER; AMENDMENT

This Agreement constitutes the entire Agreement between CORAL SPRINGS and MARGATE, and negotiations and oral understandings between the parties are merged herein. This Agreement can be supplemented and/or amended only by written document executed by both CORAL SPRINGS and MARGATE.

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IN WITNESS WHEREOF, the CITY OF CORAL SPRINGS and CITY OF MARGATE have caused this Interlocal Agreement to be executed, the day and year first above written.

CITY OF CORAL SPRINGS, FLORIDA

WALTER G. CAMPBELL, JR., Mayor

ATTEST:

DEBRA THOMAS, CMC, City Clerk

APPROVED AS TO FORM

SHERRY L. WHITACRE, Deputy City Attorney

CITY OF MARGATE, FLORIDA

ATTEST:

Douglas E. Smith, City Manager

Joseph J. Kavanagh, City Clerk

APPROVED AS TO FORM:

Douglas R. Gonzales, City Attorney

State of Florida)

County of Broward)

The foregoing instrument was acknowledged before me, the undersigned notary public in and for the State of Florida, on this the 21st day of September, 2016, by _____, City Manager and City Clerk, respectively.

Notary Public, State of _____
Notary Public Seal of Office

Printed, Typed or Stamped Name of Notary
Public Exactly as Commissioned

Individuals Who Signed Are:
Personally Known, or

Identification Produced

CITY OF MARGATE

Approved by the City Commission of the City of Margate the 21st day of September, 2016.

Tommy Ruzzano, Mayor
21st day of September, 2016

Douglas E. Smith, City Manager
21st day of September, 2016

ATTEST:

APPROVED AS TO FORM:

Joseph J. Kavanagh, City Clerk
21st day of September, 2016

Douglas R. Gonzales, City Attorney
21st day of September, 2016