AGREEMENT FOR EMERGENCY MEDICAL, FIRE PROTECTION

AND FIRE PREVENTION SERVICES

THIS AGREEMENT FOR EMERGENCY MEDICAL, FIRE PROTECTION AND FIRE PREVENTION SERVICES, dated the ___ day of _____, 2025, is made by and between the City of Margate, Florida, (hereinafter referred to as the "CITY") and the Gregory Tony, Ph.D., as Sheriff of Broward County (hereinafter referred to as "BSO")

WITNESSETH:

WHEREAS, pursuant to the CITY's home rule powers, the City has the authority to provide or enter into a contract for the provision of emergency medical, fire protection and fire prevention services within the municipal boundaries of the City, and

WHEREAS, the CITY has maintained a high level of professional emergency medical, fire protection and fire prevention services for the benefit of the citizens and residents of the CITY, and

WHEREAS, the CITY desires to enter into a contract for the provision of emergency medical, fire protection and fire prevention services while maintaining ultimate authority and control over such services, and

WHEREAS, BSO has agreed to render to the CITY a high level of professional emergency medical, fire protection and fire prevention services, and the CITY desires to contract for the services upon the terms and conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the mutual promises contained herein, and for other good and valuable consideration, the receipt and legal sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

- 1. The above recitals are true and correct and incorporated herein by reference.
- 2. This Agreement is comprised of this document, the Special Terms and Conditions set forth in Exhibit A, which is attached and incorporated herein, and the General Terms and Conditions that are set forth in Exhibit B, which is attached and incorporated herein.
- 3. In the event there is a conflict between the General Terms and Conditions, and Special Terms and Conditions, the Special Terms and Conditions shall be controlling.

AGREEMENT FOR EMERGENCY MEDICAL, FIRE PROTECTION AND FIRE PREVENTION SERVICES BETWEEN THE CITY OF MARGATE, FLORIDA AND GREGORY TONY, PH.D, AS SHERIFF OF BROWARD COUNTY

IN WITNESS WHEREOF, each of the parties hereto have authorized its duly authorized representative to execute this Agreement on the day and date first set forth above.

GREGORY TONY, PH.D., AS SHERIFF OF BROWARD COUNTY:

| By: |
|--|
| Gregory Tony, Ph.D., Sheriff |
| Approved as to form and legal sufficiency subject to the execution by the parties: |
| By: Terrence O. Lynch, General Counsel/Executive Director |

AGREEMENT FOR EMERGENCY MEDICAL, FIRE PROTECTION AND FIRE PREVENTION SERVICES BETWEEN THE CITY OF MARGATE, FLORIDA, AND GREGORY TONY, PH.D., AS SHERIFF OF BROWARD COUNTY

| | CITY OF MARGATE, through its City Commission | |
|--|--|--|
| ATTEST: | By: | |
| | By: ARLENE R. SCHWARTZ MAYOR | |
| | Dated: | |
| JENNIFER M. JOHNSON CITY CLERK | | |
| (SEAL) | By:CALE CURTIS CITY MANAGER | |
| APPROVED AS TO FORM AND LEGAL SUFFICIENCY FOR THE USE AND RELIANCE BY THE CITY OF MARGATE ONLY: | Dated: | |
| By: DAVID N. TOLCES CITY ATTORNEY | | |