

**INTERLOCAL AGREEMENT
BETWEEN
the
CITY OF MARGATE,
and the
CITY OF NORTH LAUDERDALE**

f o r

**COOPERATIVE EMERGENCY SERVICES
THROUGH AUTOMATIC AID**

This Interlocal Agreement, entered into this _____ day of _____
2015, by and between:

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

AND

CITY OF NORTH LAUDERDALE
a municipal corporation
701 Southwest 71st Avenue
North Lauderdale, Florida 33068
(Hereinafter referred to as "NORTH LAUDERDALE")

and collectively referred to as "Parties"

WITNESSETH

WHEREAS, Section 163.01, Florida Statutes, known as the "Florida Interlocal Cooperation Act of 1969" authorizes local governments to make the most efficient use of their powers by enabling them to cooperate with other localities on a basis of mutual advantage and thereby to provide services and facilities that will harmonize geographic, economic, population, and other factors influencing the needs and development of local communities; and

WHEREAS, the Parties believe that because of their shared boundaries and mutual responsibility to provide emergency services coordination of such services between the Parties would be appropriate and beneficial to the public; and

WHEREAS, operational coordination of certain emergency services would provide improved emergency services within the service areas of such Parties; and

WHEREAS, the Parties to this Interlocal Agreement have entered into previous agreements for mutual and automatic aid for the purpose of providing emergency services and

WHEREAS, it is therefore deemed in the best interest of the Parties and for the public's health, safety and welfare that the Parties enter into this Interlocal Agreement for the purpose of providing cooperative emergency services through Automatic Aid;

NOW, THEREFORE, in Consideration of the mutual covenants and promises set forth herein, the Parties agree as follows:

ARTICLE 1

BACKGROUND: PURPOSE AND INTENT

- 1.1 It is the purpose and intent of this Interlocal Agreement for the Parties; pursuant to Section 163.01, Florida Statutes, to cooperate and provide for a means by which each government 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 respective elected bodies of MARGATE, and NORTH LAUDERDALE, find that mutual cooperation in the delivery of emergency services can best be accomplished within a cooperative, interlocal configuration. To further that cause, MARGATE, and NORTH LAUDERDALE willingly enter into this Interlocal Agreement, which extends beyond concept of mutual aid to the concept of automatic aid for fire protection.
- 1.3 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 Interlocal Agreement does not relieve any party hereto from the necessity and obligation of furnishing adequate services within their own jurisdictional boundaries.

ARTICLE 2

DEFINITIONS AND IDENTIFICATIONS

- 2.1 Interlocal Agreement — means this document, Articles 1 through 17, inclusive.
- 2.2 Coverage — means the provision of emergency services and/services, if needed, to another jurisdiction or geographic area which does not require the relocation or movement of apparatus and personnel.

- 2.3 Responding Party — means the agency, which is providing assistance to another agency, which has declared an emergency incident.
- 2.4 Requesting Party — Means the agency, which is requesting assistance from an outside agency to assist in mitigating an emergency incident.
- 2.5 Automatic Aid: For the purposes of this Interlocal Agreement shall mean: automatic assistance for aid for all emergency services to include but not be limited to: Fire, EMS, Technical Rescue, Vehicle Extrication, Dive Operations, 1st Response Hazmat, and Fire Investigations.

ARTICLE 3

AUTOMATIC RESPONSE AREA

- 3.1 Each Party's fire suppression apparatus, and personnel shall provide Automatic Aid response within the areas serviced in the municipal limits within the cities of North Lauderdale, and Margate.
- 3.2 The Parties agree to implement station response areas using the closest unit response concept. The closest available apparatus shall respond to a request for assistance regardless of whether the location of the emergency is within the jurisdiction, which operates the apparatus.

ARTICLE 4

COMPENSATION

- 4.1 This Interlocal Agreement is an equitable exchange of services that shall not require monetary compensation from the Parties. All other intergovernmental agreements relating to payment for fire protection and emergency medical services remain in effect.
- 4.2 Each Party to this Interlocal Agreement shall remain responsible for the wages or salaries, the cost of worker's 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 Interlocal Agreement.
- 4.3 Any services performed or expenditures made in connection with the furnishing of assistance shall conclusively be presumed to be for the direct protection of the inhabitants and property of the party requesting assistance.
- 4.4 Each Party agrees that the Responding Party may invoice, collect, and retain fees from those persons receiving hazardous materials mitigation.

- 4.5 The Party furnishing any equipment pursuant to this Interlocal Agreement shall bear the loss or damage to such equipment and shall pay any expenses incurred in the operation and maintenance thereof.

ARTICLE 5

RESPONSE COMMITMENT

- 5.1 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.
- 5.2 Each Party agrees not to reduce the level of protection or services without notice to each party of this Interlocal Agreement.
- 5.3 Each Party shall be responsible for the normal maintenance and repair of its facilities and equipment.
- 5.4 The Primary Response Zones are reflected in Article 3. The Primary Response Zones may be amended from time to time and any changes shall be provided by the respective Fire Chief or his designee to the other parties.
- 5.5 Each Party acknowledges that any changes shall not increase response time or reduce any other efficiency of services.

ARTICLE 6

COMMAND OF FIRE, RESCUE, EMERGENCY OR DISASTER SCENE

The senior chief officer of the jurisdiction in which the emergency scene is located may be in command of the incident upon their discretion. "Command" means the person is responsible for the tactical coordination of all personnel and equipment then in use to control the emergency.

ARTICLE 7

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's 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. The inability to complete the assignment will be relayed to the Fire Rescue Dispatcher who will in turn notify the appropriate responsible agency and a replacement unit will be dispatched.

ARTICLE 8.

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 Requesting Party 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 Requesting Party's emergency or disaster call. Only that portion of the Responding Party's equipment and personnel as the respective party's senior officer in command shall deem available for release at that time shall be released to respond.

ARTICLE 9

COMMUNICATION

Recognizing that communication is essential to successfully provide fire protection related assistance, each Party agrees to provide *the* necessary radio equipment for their respective personnel and vehicles to access the appropriate Communication Center.

ARTICLE 10

JUSTIFIED FAILURE TO RESPOND

- 10.1 The Parties recognize and agree that, if for any reason beyond the 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.
- 10.2 In accordance with Section 10.1 above, the reasons justifying a failure to respond shall include, but not be limited to, the following:
 - 10.2.1 If, in the opinion of the senior officer in command of the Responding Party's service at the time of request for response, the Responding Party would suffer undue jeopardy and be left inadequately protected if the Responding Party responds as requested without Move Up Coverage en route.
 - 10.2.2 The requested vehicle is inoperative.
 - 10.2.3 The requested vehicle is being utilized on a previous emergency call.

ARTICLE 11

INDEMNIFICATION

The Parties shall each individually defend any action or proceeding brought against their respective agency and shall be individually responsible for all its own costs, attorneys fees, expenses and liabilities incurred as a result of any such claims, demands, suits, actions, damages and courses of action, including the investigation of the defense thereof, and from and against any orders, judgments or decrees which may be entered as a result thereof.

- 11.2 Each Party shall bear its own responsibility and be liable for any claims, demands, suits, actions, damages and causes of actions arising out of or occurring during travel to or from its own emergency or disaster site or from an emergency or disaster site covered by this Interlocal Agreement
- 11.3 The Parties agree that no indemnification or hold harmless agreement shall be in effect concerning any claims, demands, damages and causes of action which may be brought against any Party pursuant to this Interlocal Agreement.

ARTICLE 12.

AMENDMENTS

- 12.1 An Amendment to this Interlocal Agreement may be initiated by the City Manager of each city.
- 12.2 The Parties agree that no deviation from the terms hereof shall be predicated upon any prior representations or agreements whether oral or written. It is further agreed that no charge, 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 Interlocal Agreement.
- 12.3 Approval of such proposed amendments by the legislative bodies shall make such amendments effective as to and shall be binding upon all in its Interlocal Agreement

ARTICLE 13.

TERMINATION

A Party may terminate its participation in this Interlocal Agreement by giving each of the other Parties ninety days (90) written notice as provided in Article 16 herein.

ARTICLE 14.

WAIVER OF JURY TRIAL

The Parties to this Agreement hereby knowingly, irrevocably, voluntarily and intentionally waive any right either may have to a trial by jury in respect to any action, proceeding, lawsuit or counterclaim based upon the contract, arising out of, under or in connection with the matters to be accomplished in this Agreement, or any course of conduct, course of dealing, statements (whether verbal or written) or the actions or inactions of any party.

ARTICLE 15.

MISCELLANEOUS

- 15.1 **Joint Participation:** The preparation of this Interlocal Agreement has been a joint effort of the parties hereto and the resulting document shall not, solely as a matter of judicial construction, be constructed more severely against one of the Parties than the others.
- 15.2 **Entire Agreement and Modification:** The Interlocal Agreement incorporates, supersedes and includes all prior negotiations, correspondence, conversations, agreements or understandings applicable to the matter contained herein. It is further agreed that no change, 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.
- 15.3 **Records:** Each Party agrees to permit another Party to this Interlocal Agreement to examine all records and the right to audit any books, documents and papers that were generated during the course of administration of this Interlocal Agreement. The Parties shall maintain the records, books, documents and papers associated with the Interlocal Agreement for at least three (3) years following execution of this Interlocal Agreement
- 15.4 **Contract Administrators:** The Contract Administrators for this Interlocal Agreement are the Fire Chiefs, or designees, for the Cities. In the administration of this Interlocal Agreement, as contrasted with matters of policy, all parties may rely upon instructions or determinations made by the respective Contract Administrators.
- 15.5 **ADA Compliance:** The Parties agree to fully comply with their obligations under Title 1 and Title I of the Americans with Disabilities ACT (ADA) and failure to comply with same shall be cause for immediate termination of this Interlocal Agreement by any of the Parties

- 15.6 No Waiver: No waiver for any provision in the Interlocal Agreement shall be effective unless it is in writing, signed by the Party against whom it is asserted, and any such written waiver shall only be applicable to the specified instance to which it relates and shall not be deemed to be a continuing or future waiver. No waiver of any provision or any failure to perform and of the terms, covenant, and conditions hereunder shall operate as a waiver of any other prior or subsequent failure to perform any to the terms, covenants, or conditions herein contained.
- 15.7 Assignment: The respective obligations of the Parties set forth in this Interlocal Agreement shall not be assigned, in whole or in part, without the prior written consent of the other parties.
- 15.8 Governing Law and Venue: This Interlocal 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, objections or dispute arising out of the terms of this Interlocal Agreement shall be litigated in the Seventeenth Judicial Circuit in and for Broward County, Florida.
- 15.9 Severability: In the event a portion of this Interlocal Agreement is found by a court of competent jurisdiction to be invalid, the remaining provisions shall continue to be effective.

ARTICLE 16.

NOTICES

- 16.1 All notices and other communications required or permitted under this Agreement shall be in writing and given by:
- 16.2 hand delivery
- 16.3 registered or certified mail, return receipt requested;
- 16.4 overnight courier, or
- 16.5 facsimile to:

NORTH LAUDERDALE:

Ambreen Bhatti, City Manager
City of North Lauderdale
701 Southwest 71st Ave.
North Lauderdale, Florida 33068
Tele: 954-722-0900
Fax: 954-720-2151

MARGATE:

Douglas E. Smith, City Manager
City of Margate
5790 Margate Boulevard
Margate, Florida 33063
Tele: 954-935-5300
Fax: 954-935-5304

16.6 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:

16.6.1 on the date delivered if by personal delivery or overnight courier,

16.6.2 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

16.6.3 on the date of transmission with confirmed answer back if by fax.

ARTICLE 17.

TERM OF AGREEMENT

The term of this Interlocal Agreement is for one year after approval and shall automatically renew on an annual basis unless terminated pursuant to Article 13.

CITY OF MARGATE, FLORIDA

By: _____
JOANNE SIMONE
MAYOR

By: _____
DOUGLAS E. SMITH
CITY MANAGER

ATTEST:

JOSEPH J. KAVANAGH
CITY CLERK

APPROVED AS TO FORM:

EUGENE M. STEINFELD
CITY ATTORNEY

The foregoing instrument was acknowledged before me, the undersigned notary public in and for the State of Florida, on this ____ day of _____ 2015 by Joanne Simon, Douglas E. Smith, and Joseph J. Kavanagh, Mayor, City Manager, and City Clerk respectively.

Notary Public, State of Florida

Individuals who signed are personally known; no identification produced; oath was taken.

IN WITNESS WHEREOF, the CITY OF MARGATE, the CITY OF COCONUT CREEK, and the CITY OF NORTH LAUDERDALE have caused these presents to be executed in their respective names, by the proper officials, the day and year first above written.

CITY OF NORTH LAUDERDALE

By: _____
JACK BRADY
MAYOR

By: _____
AMBREEN BHATTY
CITY MANAGER

ATTEST:

PATRICIA VANCHERI
CITY CLERK

APPROVED AS TO FORM:

SAMUEL S. GOREN
CITY ATTORNEY

The foregoing instrument was acknowledged before me, the undersigned notary public in and for the State of Florida, on this ____ day of _____ 2015 by Jack Brady, Ambreen Bhatti, and Patricia Vancheri, Mayor, City Manager, and City Clerk respectively.

Notary Public, State of Florida

Individuals who signed are personally known; no identification produced; oath was taken.

