

AGREEMENT by and between

THE CITY OF MARGATE, a municipal corporation

and

THE CITY OF CORAL SPRINGS, a municipal corporation

THIS AGREEMENT is made and entered into by and between the **CITY OF MARGATE**, Broward County, Florida (hereinafter referred to as "MARGATE"), whose principal place of business is located at 5790 Margate Blvd, Margate, FL 33063, and the **CITY OF CORAL SPRINGS** (hereinafter referred to as "CORAL SPRINGS"), a municipal corporation, whose principal place of business is located at 9551 West Sample Road, Coral Springs Florida 33065.

WITNESSETH:

WHEREAS, CORAL SPRINGS is conducting educational programs and promotional exams through the Coral Springs Regional Institute of Public Safety; and

WHEREAS, MARGATE currently participates in the educational programs and promotional exam services provided by CORAL SPRINGS; and

WHEREAS, MARGATE has a ladder truck that is over 20 years old and is no longer suitable for front line service; and

WHEREAS, CORAL SPRINGS has expressed interest in utilizing the ladder truck for the Coral Springs Regional Institute of Public Safety; and

WHEREAS, MARGATE would like to transfer the aforementioned ladder truck to CORAL SPRINGS, in return for training hours and promotional exam services at the Coral Springs Regional Institute of Public Safety valued at \$15,000.

NOW, THEREFORE, in consideration of the premises and of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which is acknowledged, the Parties agree as follows:

ARTICLE 1 - RECITALS

1.1 **Recitals**. The Parties agree that the foregoing recitals are true and correct and that such recitals are incorporated herein by reference.

ARTICLE 2 - TERMS

2.1 MARGATE shall transfer the deed to MARGATE ladder truck (Quint) VIN 4ENRAAA83R1003867 to CORAL SPRINGS. CORAL SPRINGS takes the above described ladder truck as is, with no representation as to fitness for purpose or any other warranty. CORAL

SPRINGS shall hold MARGATE harmless for any claim made after the date of the execution of this Agreement regarding the above described vehicle, including ownership and use.

2.2 CORAL SPRINGS shall provide MARGATE with training hours and promotional exam services valued at \$15,000. Any participant in training hours and/or promotional exam services at the Coral Springs Regional Institute of Public Safety pursuant to this Agreement shall be required to execute the Release and Waiver attached hereto as Exhibit "A". MARGATE shall maintain worker's compensation insurance at the limits required by law and in no event shall this Agreement be construed to create a relationship where any employee, representative, agent, or officer of MARGATE is deemed an employee, representative, agent, or officer of CORAL SPRINGS.

2.3 **Term of Agreement.** The term of this Agreement shall become effective upon full execution by both parties ("Effective Date") as provided for herein and shall remain in effect until all parties have completed the Article 2-Terms of this Agreement or unless otherwise terminated as provided herein.

2.4 **Hold Harmless.**

- A. Both parties agree to hold harmless each other, their officers, employees, agents, servants, designees, attorneys, and legal representatives against any claims, demands, causes of action, lawsuits, liabilities, resulting either directly or indirectly, from the acts, actions, omissions, negligence, or willful misconduct of either party, its officers, employees, agents, designees, students, volunteers and staff or servants while acting within the scope of their employment or participation in the program and agrees to be responsible for any and all damages resulting from said claims, except as provided in sections 2.1 and 2.2 of this Agreement.
- B. The provisions of this subsection, section 2.1, and Section 2.2 shall survive the expiration or early termination of this Agreement.

ARTICLE 3 - GENERAL CONDITIONS

3.1 **No Waiver of Sovereign Immunity.** Nothing contained in this Agreement is intended to serve as a waiver of sovereign immunity by any agency to which sovereign immunity may be applicable.

3.2 **No Third Party Beneficiaries.** The parties expressly acknowledge that it is not their intent to create or confer any rights or obligations in or upon any third person or entity under this Agreement. None of the parties intend to directly or substantially benefit a third party by this Agreement. The parties agree that there are no third party beneficiaries to this Agreement and that no third party shall be entitled to assert a claim against any of the parties based upon this Agreement. Nothing herein shall be construed as consent by an agency or political subdivision of the State of Florida to be sued by third parties in any matter arising out of any agreement.

3.3 **Non-Discrimination.** The parties shall not discriminate against any employee or participant in the performance of the duties, responsibilities and obligations under this Agreement because of race, age, religion, color, gender, national origin, marital status, disability or sexual orientation.

3.4 **Termination.** This Agreement may be canceled by CORAL SPRINGS or MARGATE without cause upon 30 days written notice to the other parties of its desire to terminate this Agreement.

3.5 **Records.** Each party shall maintain its own respective records and documents associated with this Agreement in accordance with the records retention requirements applicable to public records. Each party shall be responsible for compliance with any public documents request served upon it pursuant to Section 119.07, Florida Statutes.

3.6 **Entire Agreement.** This document incorporates and includes all prior negotiations, correspondence, conversations, agreements and 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 representations or agreements, whether oral or written.

3.7 **Amendments.** No modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document prepared with the same or similar formality as this Agreement and executed by each party hereto.

3.8 **Preparation of Agreement.** The parties acknowledge that they have sought and obtained whatever competent advice and counsel as was necessary for them to form a full and complete understanding of all rights and obligations herein and that the preparation of this Agreement has been their joint effort. The language agreed to herein express their mutual intent 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.

3.9 **Waiver.** The parties agree that each requirement, duty and obligation set forth herein is substantial and important to the formation of this Agreement and, therefore, is a material term hereof. Any party's failure to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement. A waiver of any breach of a provision of this Agreement shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of the terms of this Agreement.

3.10 **Compliance with Laws.** In performing its duties, responsibilities and obligations pursuant to this Agreement, each party shall comply with all applicable federal, state and local laws, codes, rules and regulations including, without limitation, applicable MARGATE and/or CSFA's policies, the Civil Rights Act of 1964, Title IX of the Education Amendments of 1974, Section 504 of the Rehabilitation Act with Disabilities Act.

3.11 **Governing Law.** This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. Any controversies or legal problems arising out

of this Agreement and any action involving the enforcement or interpretation of any rights hereunder shall only be submitted to the jurisdiction of the State courts of the Seventeenth Judicial Circuit of Broward County, Florida.

3.12 **Binding Effect.** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

3.13 **Assignment.** Neither this Agreement nor any interest herein may be assigned, transferred or encumbered by any party without the prior written consent of the other party. There shall be no partial assignments of this Agreement without prior written approval of MARGATE and CSRIPS.

3.14 **Force Majeure.** Neither party shall be obligated to perform any duty, requirement or obligation under this Agreement if such performance is prevented by fire, hurricane, earthquake, explosion, wars, sabotage, accident, flood, acts of God, strikes, or other labor disputes, riot or civil commotions, or by reason of any other matter or condition beyond the control of either party, and which cannot be overcome by reasonable diligence and without unusual expense ("Force Majeure"). In no event shall a lack of funds on the part of either party be deemed Force Majeure.

3.15 **Severability.** In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, unlawful, unenforceable or void in any respect, the invalidity, illegality, enforceability or unlawful or void nature of that provision shall not affect any other provision and this Agreement shall be considered as if such invalid, illegal, unlawful, unenforceable or void provision had never been included herein.

3.16 **Waiver of Jury Trial.** The parties to this Agreement 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.

3.17 **Notice.** When any of the parties desire to give notice to the other, such notice must be in writing, sent by U.S. mail, postage prepaid, addressed to the party for whom it is intended at the place last specified. The place for giving notice shall remain such until it is 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 notice:

To CORAL SPRINGS: **Frank Babinec, Fire Chief**
 2801 Coral Springs Dr.
 Coral Springs, FL 33065

To MARGATE: **City of Margate**
 Attn: Fire Chief Dan Booker

5760 Margate Blvd
Margate, FL 33063

3.18 **Captions.** The captions, section numbers, article numbers, title and headings appearing in this Agreement are inserted only as a matter of convenience and in no way define, limit, construe or describe the scope or intent of such articles or sections of this Agreement, nor in any way effect this Agreement and shall not be construed to create a conflict with the provisions of this Agreement.

3.19 **Authority.** Each person signing this Agreement on behalf of either party individually warrants that he or she has full legal power to execute this Agreement on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Agreement.

[REMAINDER INTENTIONALLY LEFT BLANK]

AGREEMENT BY AND BETWEEN THE CITY OF MARGATE, BROWARD COUNTY, FLORIDA AND
CITY OF CORAL SPRINGS , BROWARD COUNTY, FLORIDA

IN WITNESS WHEREOF, the parties hereto have made and executed the Agreement on the respective dates under each signature set forth below:

CITY OF CORAL SPRINGS

By: _____

Date

By: _____

Date

CITY OF MARGATE

By: _____
Tommy Ruzzano, Mayor

Date

By: _____
Douglas E. Smith, City Manager

Date