

AGREEMENT

by and between

THE SHERIFF OF BROWARD COUNTY, FLORIDA

and

CITY OF MARGATE, FLORIDA

providing for

TEMPORARY USE OF

FIRE RESCUE AND EMERGENCY SERVICES'  
EQUIPMENT AND/OR VEHICLES

This Agreement is made and entered into by and between the SHERIFF OF BROWARD COUNTY, hereinafter referred to as "SHERIFF," and

City of Margate, a governmental entity organized and existing under the laws of the State of Florida, its successors and assigns, hereinafter referred to as "Licensee."

**W I T N E S S E T H**

**WHEREAS**, LICENSEE has requested and SHERIFF agrees to allow LICENSEE to temporarily utilize certain SHERIFF-owned equipment and/or vehicle(s) referenced herein for the LICENSEE's purposes more fully described herein; NOW, THEREFORE,

In consideration of the mutual terms, conditions, promises, covenants and payments hereinafter set forth, SHERIFF and LICENSEE agree as follows:

ARTICLE 1  
GENERAL PROVISIONS

- 1.1 This Agreement sets forth the terms and conditions related to the LICENSEE's temporary use of SHERIFF-owned equipment and/or vehicles for emergency response, as the LICENSEE's need for such use shall arise during the term of this Agreement.

- 1.2 In the event the LICENSEE has a need to temporarily use SHERIFF-owned equipment and/or vehicles, the LICENSEE's City Administrator shall submit a written request to the SHERIFF's Director of Fire Rescue and Emergency Services detailing the type of equipment/vehicle requested, the reason for such request and the desired time period for such use. The LICENSEE's request will be made as soon as practicable based upon the fact and circumstances surrounding the request. The SHERIFF's Director of Fire Rescue and Emergency Services shall have the sole discretion as to whether the request is approved or denied. The SHERIFF makes no representations or guarantees that the equipment and/or vehicle(s) will be available for the LICENSEE's use.
- 1.3 LICENSEE agrees to return said equipment and/or vehicle(s) clean and in the same condition as when LICENSEE took possession of the equipment and/or vehicle(s), except for normal wear and tear. In the event the equipment and/or vehicle(s) are not returned in such condition, LICENSEE shall reimburse SHERIFF for any loss or damage. LICENSEE will not alter the vehicle(s) and/or equipment without the expressed written permission of the SHERIFF. LICENSEE understands that the SHERIFF enters this Agreement as a public service and SHERIFF makes no express or implied warranty as to the operability or fitness of said equipment and/or vehicle(s) for any purpose and the equipment and/or vehicle(s) are being provided in an "as is" condition.
- 1.4 LICENSEE recognizes and acknowledges that the equipment and/or vehicle(s) do not give the LICENSEE or any of its officers, employees or agents the authority to act on behalf of the SHERIFF. Therefore, LICENSEE shall ensure that its employees, officers, and agents do not represent to any third party that they are acting on behalf of the SHERIFF.
- 1.5 LICENSEE agrees that the equipment and/or vehicle(s) will only be used and/or operated by personnel that are licensed, certified and trained to use and/or operate such equipment and/or vehicle(s) and only for the purposes set forth in paragraph 1.2.

## ARTICLE 2

### COMPENSATION TO SHERIFF

LICENSEE agrees to pay SHERIFF the sum of One Dollar (\$1.00) and other good and valuable considerations, the receipt and sufficiency of which is hereby acknowledged by the parties, for LICENSEE's right to use the SHERIFF-owned equipment and/or vehicle(s) described herein for LICENSEE's referenced purposes.

ARTICLE 3  
TERM AND TERMINATION OF AGREEMENT

- 3.1 The term of this Agreement shall commence on October 1, 2016 and remain in effect through and including September 30, 2021, unless otherwise terminated or agreed to in writing between the LICENSEE's City Administrator and the SHERIFF's Director of the Department of Fire Rescue and Emergency Services.
- 3.2 This Agreement may be terminated by the SHERIFF upon providing notice of such termination to the LICENSEE. Upon receipt of the SHERIFF's notice of termination, the LICENSEE shall immediately return the equipment and/or vehicle(s).

ARTICLE 4  
NOTICES

Wherever either party desires to give notice unto the other, it must be given by written notice, sent by certified United States mail, with return receipt requested, 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, to wit:

FOR SHERIFF:                      Department of Fire Rescue and Emergency Services  
Broward Sheriff's Office  
2601 W. Broward Boulevard  
Fort Lauderdale, FL 33312

With copy to:                      Office of the General Counsel  
Broward Sheriff's Office  
2601 W. Broward Boulevard  
Fort Lauderdale, FL 33312

FOR LICENSEE:                      Dan Booker ,Fire Chief  
City of Margate Fire Rescue  
1811 Banks Road  
Margate, FL 33063

With copy to:                      Douglas Gonzalez, City Attorney  
5790 Margate Boulevard  
Margate, FL 33063

ARTICLE 5  
LIABILITY, INDEMNIFICATION AND INSURANCE

- 5.1 LICENSEE hereby knowingly, freely, and voluntarily assumes all liability for any and all damage or injury to any person or property of whatsoever nature, which may occur as a result of LICENSEE's use and/or operation of the equipment and/or vehicle(s). LICENSEE agrees to release, waive, discharge and covenant not to sue the Broward Sheriff's Office, BSO, the SHERIFF, his officers, agents, employees and volunteers from any all liability or claims which may arise, either directly or indirectly, out of LICENSEE's use or operation of said equipment and/or vehicle(s), including any claim based upon the negligence, actions or inactions of the Broward Sheriff's Office, BSO, the SHERIFF, his directors, officers, deputies, employees, agents, representatives, volunteers and/or servants.
- 5.2 Indemnification. LICENSEE shall to the extent permitted by law and subject to the limitations contained in Section 768.28, Florida Statutes, indemnify, save harmless and, at SHERIFF's option, defend or pay for an attorney selected by the SHERIFF's attorney to defend SHERIFF, its officers, agents, and employees against any and all claims, losses, liabilities, and expenditures of any kind, including attorney fees, court costs, and expenses, caused by any intentional or negligent act or omission of LICENSEE, its employees, agents, or officers, or accruing, resulting from, or related to LICENSEE's use and/or operation of the referenced equipment and/or vehicle(s) including, without limitation, any and all claims, demands, or causes of action of any nature whatsoever resulting from injuries or damages sustained by, or alleged to have been sustained by, any person or property. This provision shall survive the termination of this Agreement.
- 5.3 LICENSEE shall be responsible for repairing any and all physical damage to the equipment and/or vehicle(s) incurred during the term of this Agreement.
- 5.4 Insurance: LICENSEE and SHERIFF agree to insure or self-insure their respective interests in the equipment and/or vehicle(s) subject to this Agreement to the extent each deems necessary or appropriate. LICENSEE hereby waives all rights of subrogation under any policy or policies that each may carry on property installed or placed on the premises.

ARTICLE 6  
MISCELLANEOUS

- 6.1 Amendments. There shall be no modifying amendments or alterations in the terms or conditions contained herein which shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith.
- 6.2 Successors and Assigns. It is hereby covenanted and agreed among the parties hereto that all covenants, conditions, agreements and undertakings contained in this Agreement shall extend to and be binding on the respective successors and assigns of the respective parties hereto.
- 6.3 Contract Administrators. SHERIFF's Contract Administrator for this Agreement is the SHERIFF's Director of the Department of Fire Rescue and Emergency Services or designee. LICENSEE's Contract Administrator for this Agreement is LICENSEE's City Administrator or designee. 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.
- 6.4 Waiver. No waiver of any provision of this Agreement shall be effective unless it is in writing, signed by the designated Contract Administrator for the party against whom it is asserted and any such written waiver shall only be applicable to the specific instance to which it relates and shall not be deemed a continuing or future waiver.
- 6.5 Merger. This document incorporates and includes all prior negotiations, correspondence, conversations, agreements or understandings applicable to the matters contained herein; and the parties hereto 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.
- 6.6 Modification. SHERIFF and LICENSEE agree that no modification, alteration or amendment 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.
- 6.7 Joint Preparation. The preparation of this Agreement has been a joint effort of the parties and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one party than the other.
- 6.8 Applicable Law and Venue. This Agreement shall be governed by the laws of the State of Florida, and venue in any proceeding or action

between the parties arising out of this Agreement shall be in Broward County, Florida.

- 6.9 Severance. In the event this Agreement or 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 SHERIFF or LICENSEE elects to terminate this Agreement. The election to terminate this Agreement based upon this provision shall be made within seven (7) days after the finding by the court becomes final.

**[Intentionally Left Blank]**

AGREEMENT BY AND BETWEEN THE SHERIFF OF BROWARD COUNTY  
AND THE CITY OF MARGATE PROVIDING FOR TEMPORARY USE OF FIRE  
RESCUE AND EMERGENCY SERVICES' EQUIPMENT AND/OR VEHICLE(S)

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

**SHERIFF OF BROWARD COUNTY**

\_\_\_\_\_  
Joseph R. Fernandez, Fire Chief, Executive Director  
Department of Fire Rescue and Emergency Services

Date: \_\_\_\_\_

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

By \_\_\_\_\_  
Ron Gunzburger, General Counsel

Date: \_\_\_\_\_

**CITY OF MARGATE, FLORIDA**

BY: \_\_\_\_\_  
Tommy Ruzzano, Mayor

Date: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
Joseph J. Kavanagh, City Clerk

Date: \_\_\_\_\_

APPROVED AS TO FORM:

\_\_\_\_\_  
Douglas Gonzalez, City Attorney

Date: \_\_\_\_\_