

**INTERLOCAL AGREEMENT BETWEEN THE CORAL
SPRINGS IMPROVEMENT DISTRICT AND THE CITY OF
MARGATE TO PROVIDE BULK POTABLE WATER
DURING TIMES OF EMERGENCY**

THIS INTERLOCAL AGREEMENT ("Agreement"), is made and entered into on this _____ day of _____, 2016 by and between:

CORAL SPRINGS IMPROVEMENT DISTRICT
an independent special district authorized and existing
pursuant to Chapter 2004-469, Laws of Florida
(hereinafter referred to as "CSID") and

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

WHEREAS, CSID is authorized by law to provide water treatment and distribution services to the public within a geographical area located within the City of Coral Springs, Florida; and

WHEREAS, MARGATE is authorized by law to provide water treatment and distribution services to the public within all of the geographical area located within the City of Margate, Florida and a portion of the City of Coconut Creek; and

WHEREAS, the geographical area serviced by CSID is directly adjacent to the geographical area serviced by MARGATE; and

WHEREAS, CSID and MARGATE desire to establish a policy to provide potable water to each other on a temporary, as-needed basis during times of temporary emergencies; and

WHEREAS, it will be beneficial to both parties to design and construct an interconnect at a mutually agreed location with the costs to be equally divided between CSID and MARGATE; and

WHEREAS, the parties desire to enter into this Agreement under the authority of the Florida Interlocal Cooperation Act of 1969, Section 163.01, et al., Florida Statutes; and

WHEREAS, both CSID and MARGATE mutually recognize that it is in the best interest of the citizens of CSID and Margate to have in place a written agreement to be used during times of unexpected emergencies to ensure that the residents of CSID and Margate have ample potable water.

NOW, THEREFORE, in consideration of the mutual covenants and obligations set forth herein, the parties expressly covenant and agree as follows:

SECTION 1.

The above recitals are true and correct and are incorporated herein.

SECTION 2. DESCRIPTION OF EMERGENCY SERVICE/RESPONSIBILITIES OF PARTIES

2.01 Both parties agree to provide each other potable water, treated in accordance with and conforming to the standards of the Florida Department of Environmental Protection, the Florida Department of Health and all other governmental bodies having regulatory jurisdiction over such matters, all consistent with principles and practices governing the operation of existing water treatment plant facilities as needed, during times of temporary emergency and/or crisis.

2.02 "Temporary Emergency" shall be defined as the temporary inability of one party to adequately serve its geographical area due to an unforeseen occurrence that is temporary in nature. Examples of Temporary Emergencies include water pipe breakage, and pump or plant equipment failure and temporary peak demand that threatens fire fighting capability or reduces pressures to a level that threatens health and safety from cross connections. The inability to service the geographical area due to lack of planning, inadequacy of facilities, including the infrastructure, or long term inability to provide sufficient potable water are not considered qualified emergencies. The interconnect will remain open only for the duration of the emergency condition unless otherwise agreed to pursuant to a separate written agreement.

2.03 Location of Interconnect: The parties agree that the location of the Interconnect shall be mutually agreed upon by CSID and MARGATE utility staff.

2.04 Notification of Emergency: In the event of a Temporary Emergency, the applicable party from the respective party with the Temporary Emergency shall contact the Chief Water Plant Operator or his designee of the other party to authorize the opening of the Interconnect and the provision of water on an emergency basis. Should the initial contact for a Temporary Emergency be made via oral communication, the party with the Temporary Emergency shall confirm the emergency via facsimile to the other party. Prior to opening the Interconnect, a meter reading shall be completed by the party providing the emergency services. Upon conclusion of the Temporary Emergency, a subsequent meter reading shall be completed. Representatives from both parties shall meet at the Interconnection site to open/close valves and take meter readings for verification.

The contact information for notification of a Temporary Emergency is as follows:

CSID:	954-796-6621 (telephone) 954-757-4850 (facsimile)
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MARGATE:	954-972-0828 (telephone) 954-978-7349 (facsimile)
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2.05 Maintenance and Repair: Maintenance and repair of the Interconnect shall be assigned as follows:

- (a) The parties acknowledge and agree that each party is responsible to maintain their respective meters and their isolation valves.
- (b) The cost for all repairs related to the Interconnect, except for the meters and the valves indicated above, shall be divided equally between CSID and MARGATE. If the Interconnect is installed within the MARGATE service area as shown on the concept plan, MARGATE will maintain the Interconnect, except for meters and isolation valves, and shall submit invoices to CSID for 50% of the repair costs to the address provided in Section 12.

SECTION 3. TERM OF AGREEMENT

This Agreement shall become effective upon approval of both parties and remain in effect for a period of one year, with three one-year renewal periods. If the substance of the Agreement does not change during the renewal periods, City administration may renew the Agreement without further City Commission action. The Agreement may be terminated by either party pursuant to Section 7 of this Agreement.

SECTION 4. COMPENSATION

4.01 When either party requires potable water from the other party under this Agreement, the party receiving the potable water agrees to pay the other party a bulk water charge of \$1.525 per one thousand (1000) gallons of water consumption. Said charges shall be billed to the user party on a monthly basis, as necessary. Any increase in rate shall be agreed to, in writing, by both parties. The MARGATE City Manager and the CSID District Manager shall be authorized to approve an increase in the water charge.

4.02 Design, Construction and Construction Management of Interconnect:

- (a) The parties agree to design and construct an Interconnect for use during times of Temporary Emergency, hereinafter referred to as the "Project". Each party shall pay fifty percent (50%) of the cost for design, construction and construction management related to the Project. CSID shall be responsible for entering into a contract with their current Design/Build consultant Global Tech in accordance with the terms and conditions of its existing continuing consulting services contract.
- (b) MARGATE and CSID acknowledge that the estimated design/build cost is \$480,456.00, as negotiated by CSID and MARGATE utility staff in accordance with the existing CSID continuing consulting services contract with Global Tech.

- (c) MARGATE shall reimburse CSID for its share of the cost within thirty (30) calendar days of receipt of an invoice from CSID. The invoice shall be submitted to MARGATE's Director of Environmental & Engineering Services at 901 NW 66th Avenue, Margate, Florida 33063.

SECTION 5. QUALITY OF WATER

Both parties agree and represent to each other that their respective water treatment plants presently operate and produce water in accordance with existing regulations and standards.

SECTION 6. INDEMNIFICATION AND INSURANCE

6.01 CSID agrees, to the extent provided by law, to indemnify and hold harmless MARGATE and all its officers, elected or otherwise, and employees from any loss, damage, or injury to persons or property arising from CSID's negligence or CSID's failure to comply with all the terms and conditions of this Agreement. If a claim is litigated and names MARGATE as a party defendant and claims negligence on the part of a CSID employee, MARGATE shall be held harmless as to all costs and expenses associated with the litigation related to that claim, including but not limited to costs, attorneys' fees, paralegal expenses, attorneys' fees on appeal, monies paid in settlement or monies paid to satisfy any judgment obtained herein. Nothing herein shall be deemed a waiver by CSID of its immunities provided by law, including those set forth in Section 768.28, Florida Statutes.

6.02 MARGATE agrees, to the extent provided by law, to indemnify and hold harmless CSID and all its officers, elected or otherwise, and employees from any loss, damage, or injury to persons or property arising from MARGATE's negligence or MARGATE'S failure to comply with all the terms and conditions of this Agreement. If a claim is litigated and names CSID as a party defendant and claims negligence on the part of a MARGATE employee, CSID shall be held harmless as to all costs and expenses associated with the litigation, related to that claim, including but not limited to, costs, attorneys' fees, paralegal expenses, attorneys' fees on appeal, monies paid in settlement or monies paid to satisfy any judgment obtained herein. Nothing herein shall be deemed a waiver by MARGATE of its immunities provided by law, including those set forth in Section 768.28, Florida Statutes.

6.03 The parties shall each individually maintain throughout the term of this Agreement any and all applicable insurance coverage required by Florida law for governmental entities. Nothing herein is intended to serve as a waiver by either party of sovereign immunity or of Section 768.28, Florida Statutes. Nothing herein shall be construed as consent by either governmental entity to be sued by third parties in any matter arising out of this Agreement.

SECTION 7. TERMINATION

Either party may terminate this Agreement upon sixty (60) calendar days written notice to the other party.

SECTION 8. COMPLIANCE WITH LAWS

MARGATE and CSID shall comply with all statutes, laws, ordinances, rules, regulations and lawful orders of the United States of America, State of Florida and of any other public authority which may be applicable.

SECTION 9. GOVERNING LAW AND VENUE

The validity, construction and effect of this Agreement shall be governed by the laws of the State of Florida. Venue for any action to enforce the terms of this Agreement shall be brought in the Circuit Court of the Seventeenth Judicial Circuit, in and for Broward County, Florida.

SECTION 10. ENTIRE AGREEMENT

This Agreement contains the entire understanding of the parties relating to the subject matter hereof superseding all prior communications between the parties whether oral or written, and this Agreement may not be altered, amended, modified or otherwise changed nor may any of the terms hereof be waived, except by a written instrument executed by both parties. The failure of a party to seek redress for violation of or to insist on strict performance of any of the covenants of this Agreement shall not be construed as a waiver or relinquishment for the future of any covenant, term, condition or election but the same shall continue and remain in full force and effect.

SECTION 11. SEVERABILITY

Should any part, term or provision of this Agreement be determined by the courts to be illegal or in conflict with any law of the State, the validity of the remaining portions or provisions shall not be affected thereby.

SECTION 12. NOTICES

12.01 All notices and other communications required or permitted under this Agreement shall be in writing and given by:

12.02 hand delivery

12.03 registered or certified mail, return receipt requested;

12.04 overnight courier, or

12.05 facsimile to:

CSID:	David McIntosh
	Director of Utilities
	10300 NW 11th Manor
	Coral Springs, FL 33071
	Telephone: 954-796-6614
	Facsimile: 954-757-4850

and

MARGATE: Douglas E. Smith, City Manager
City of Margate
5790 Margate Boulevard
Margate, Florida 33063
Telephone: 954-935-5300
Facsimile: 954-935-5304

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

- (a) on the date delivered if by personal delivery or overnight courier,
- (b) 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
- (c) on the date of transmission with confirmed answer back if by fax.

IN WITNESS WHEREOF, the CORAL SPRINGS IMPROVEMENT DISTRICT and the CITY OF MARGATE have caused these presents to be executed in their respective names, by the proper officials, the day and year first above written.

CORAL SPRINGS IMPROVEMENT DISTRICT

ATTEST:

Dr. Martin Shank, President

Approved as to form:

By:_____

Date:_____

District Attorney

CITY OF MARGATE

Tommy Ruzzano, Mayor

_____ day of _____, 2016

ATTEST:

Joseph J. Kavanagh, City Clerk

_____ day of _____, 2016

Douglas E. Smith, City Manager

_____ day of _____, 2016

APPROVED AS TO FORM:

Douglas R. Gonzales, City Attorney

_____ day of _____, 2016