

INTERLOCAL AGREEMENT

Between

THE CITY OF COCONUT CREEK

And

THE CITY OF MARGATE

Providing for

DELIVERY OF EMERGENCY MEDICAL AND FIRE PROTECTION SERVICES BY
THE CITY OF MARGATE

This Interlocal Agreement is made by and between the CITY OF MARGATE, a municipal corporation of the State of Florida (hereinafter referred to as "MARGATE"), and the CITY OF COCONUT CREEK, a municipal corporation of the State of Florida (hereinafter referred to as "COCONUT CREEK").

WHEREAS, COCONUT CREEK desires to contract for Fire Rescue Services;
and

WHEREAS, MARGATE and COCONUT CREEK desire to enter into this Interlocal Agreement ("ILA" or "Agreement") to provide for the delivery of emergency medical and fire protection services by MARGATE within the municipal boundaries of COCONUT CREEK, the Seminole Trust Property, and the unincorporated area commonly referred to as "Hillsboro Ranches" and "Hillsboro Pines", and to set forth how such emergency medical and fire protection services will be provided; and

WHEREAS, MARGATE and COCONUT CREEK have determined that it is mutually beneficial and in the best interest of the public to enter into this ILA.

NOW, THEREFORE, IN CONSIDERATION of the mutual covenants, promises, terms and conditions set forth herein, and other good and valuable consideration, MARGATE and COCONUT CREEK agree as follows:

ARTICLE 1

BACKGROUND, PURPOSE AND INTENT

- 1.1 The above recitals are true and correct and are incorporated as if fully set forth herein.
- 1.2 It is the purpose and intent of this ILA for MARGATE and COCONUT CREEK to provide for a means by which each governmental entity may cooperatively exercise its respective powers and privileges in order to further a common public purpose.
- 1.3 The respective elected bodies of COCONUT CREEK and MARGATE find the method of delivery of emergency medical and fire protection services set forth in this ILA is in the best interest of the public and can best be accomplished through coordination of the provision of such services as set forth herein.

ARTICLE 2

GENERAL TERMS AND CONDITIONS

- 2.1 This ILA shall supersede all other interlocal agreements, including the interlocal agreement previously executed between the parties, and this ILA shall be effective from October 1, 2016 through September 30, 2019, with the ability to modify the ILA annually in accordance with Article 11.
- 2.2 MARGATE's Fire Rescue Department shall provide fire rescue and EMS services to the residents, businesses, and all persons within the corporate city limits of COCONUT CREEK, the Seminole Trust Property, and the Hillsboro Pines/Hillsboro Ranches areas, whether unincorporated or annexed into COCONUT CREEK.
- 2.3 MARGATE and COCONUT CREEK shall abide by and perform all of their respective obligations set forth herein.
- 2.4 COCONUT CREEK and MARGATE agree to commence in good faith negotiations to modify this ILA as may be needed to maintain an effective emergency medical and fire protection system.
- 2.5 MARGATE shall for itself, its personal representatives, successors in interest, assigns, subcontractors, and sub-lessees, as a part of the consideration hereof, covenant and agree that:
 - a. No person on the grounds of race, color, religion, sex, national origin, age, marital status, political affiliation, familial status, disability, sexual orientation, pregnancy, or gender identity or expression shall

- be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the services described herein; and
- b. MARGATE, its officials and employees, shall not discriminate against any employee or applicant for employment to be employed in the performance of this Agreement with respect to hiring, tenure, terms, conditions or privileges of employment, or any matter directly or indirectly related to employment because of race, color, religion, sex, national origin, age, marital status, political affiliation, familial status, disability, sexual orientation, pregnancy, or gender identity or expression.

In the event of a proven breach of the above non-discrimination covenant, COCONUT CREEK shall have the right to terminate the ILA in accordance with the termination provisions in Section 12.

ARTICLE 3

DELIVERY OF SERVICE

The MARGATE Fire Department will provide Fire Protection and Emergency Medical Services from COCONUT CREEK's two (2) fire stations, Stations 94 and 50, and from MARGATE's three (3) fire stations: Stations 98, 18, and 58 to the residents, businesses and visitors within the legally established boundaries of COCONUT CREEK, the Seminole Trust Property, and the Hillsboro Pines/Hillsboro Ranches areas, whether unincorporated or annexed into COCONUT CREEK, on a twenty-four (24) hour, seven (7) days per week basis during the term of this Agreement.

- 3.1 COCONUT CREEK shall possess and maintain throughout the term of this ILA a Class 1 – Advanced Life Support (ALS) Rescue Certificate of Public Convenience and Necessity (“CON”).
- 3.2 MARGATE shall provide emergency medical transportation for all patients requiring transportation to an appropriate hospital emergency department, including but not limited to Northwest Medical Center, Coral Springs Medical Center, University Medical Center, Florida Medical Center, West Boca Medical Center, Boca Community Hospital, North Broward Medical Center, Imperial Point Medical Center, Holy Cross Hospital, and Broward General Medical Center. MARGATE shall not utilize a third party provider for the provision of services referenced in this section unless approved by COCONUT CREEK; provided, however, MARGATE may utilize the services of a third party without COCONUT CREEK's approval when all MARGATE units are busy, or when responding pursuant to approved interlocal automatic aid agreements with MARGATE.

3.3 The COCONUT CREEK Fire Stations defined in this Agreement are currently as follows:

- Station 50, 4500 Coconut Creek Parkway, Coconut Creek, FL
- Station 94, 4555 Sol Press Blvd, Coconut Creek, FL

The MARGATE Fire Stations defined in this Agreement are currently as follow:

- Station 98, 5395 NW 24th Street, Margate FL 33063
- Station 18, 5785 Park Drive, Margate FL 33063
- Station 58, 600 Rock Island Rd, Margate FL 33063

3.4 MARGATE agrees to participate in the site selection process for any new fire stations in COCONUT CREEK.

3.5 MARGATE will maintain at least one ALS engine/quint and one ALS rescue (EMS) unit and staff at each fire station with a minimum of five (5) firefighter/paramedics or EMT's, including a minimum of at least three (3) firefighter/paramedics on each ALS rescue (EMS) unit and two (2) firefighter/paramedics or EMT's on each ALS engine/quint.

3.6 MARGATE will maintain a minimum of twenty six (26) personnel on duty per shift throughout the entire system. If staffing falls below twenty six (26) for six (6) hours or more, MARGATE will notify COCONUT CREEK as soon as practicable but not more than twenty-four (24) hours as to cause and anticipated duration. Any permanent change shall be approved by the COCONUT CREEK City Manager or designee, which approval shall not be unreasonably withheld.

ARTICLE 4

PERFORMANCE STANDARDS AND REPORTS

MARGATE agrees that it will meet the following minimum performance standards in fulfilling its obligations under this ILA:

4.1 "Response time" shall be defined per National Fire Protection Association (NFPA) 1710 standards as "the total amount of time from unit dispatch to unit arrival on scene". Response times shall be based on NFPA national standards as follows: The first arriving unit will have a response time of eight (8) minutes or less ninety percent (90%) of the time to emergency incidents. MARGATE will make a good faith effort to improve the current response time for units responding to calls in COCONUT CREEK to meet this standard. If this standard is not met for any month, MARGATE and COCONUT CREEK shall formally meet and discuss possible improvements to meet performance standards. This section will be revisited upon completion of the study referenced in section 4.4 below.

- 4.2 “Turnout time” shall be defined per National Fire Protection Association (NFPA) 1710 standards as “the time interval that begins when the emergency response facilities (dispatch) and emergency response units’ notification process begins by either an audible alarm or visual annunciation, or both, and ends at the beginning point of travel time”. Turnout times shall be based on NFPA national standards as follows: sixty (60) seconds for emergency calls not requiring personal protective equipment (PPE); one hundred twenty (120) seconds for emergency calls requiring the donning of PPE; and one hundred twenty (120) seconds for non-emergency calls, each ninety percent (90%) of the time to emergency incidents. MARGATE will make a good faith effort to track and improve the current turnout time for units responding to calls in COCONUT CREEK. If this standard is not met for any month, MARGATE and COCONUT CREEK shall formally meet and discuss possible improvements to meet performance standards.
- 4.3 MARGATE will provide the following reports, electronically, to the COCONUT CREEK City Manager or designee by the end of the following month:
- 4.3.1 A report of all incidents in COCONUT CREEK’s service area (to be provided monthly). The report will include:
- a. Raw Data in an Excel Spreadsheet, including Date of call; Incident type; Incident number; Assigned station; MARGATE alarm received time; Arrival time; Response time; Duration of call; Patient transport times; and Incident address, including zone.
 - b. Response Time Analysis in an Excel Spreadsheet, including monthly data for the fiscal year through the current month. Data will include: number of emergency incidents; number of non-emergency incidents; average emergency response time; average non-emergency response time; number of day calls; number of night calls; average day call response time; average night call response time; percentage of all calls that are eight (8) minutes or less; and turnout time for emergency calls requiring PPE, emergency calls not requiring PPE, and non-emergency calls. This information will be provided both City-wide and by response zone (e.g. 94A).
- 4.3.2 A report of all incidents in MARGATE’s service area to be provided monthly. The report will include total number of calls; number of emergency incidents; number of non-emergency incidents; average emergency response time; average non-emergency response time; and percentage of all calls eight (8) minutes or less.
- 4.3.3 A report of all EMS billing-related activity to be provided to COCONUT CREEK on a monthly basis by MARGATE’s EMS billing vendor, or if later, as soon as the information is available from MARGATE’s EMS billing vendor.

- 4.3.4 A report of any emails, correspondence, and/or calls submitted to MARGATE related to any call for service in COCONUT CREEK to be provided to COCONUT CREEK on a monthly basis by MARGATE. Any complaints will be investigated by MARGATE and the results reported to COCONUT CREEK in a reasonable and timely fashion.
- 4.3.5 A report of any repairs, damages, and/or preventative maintenance on all COCONUT CREEK-owned vehicles to be provided to COCONUT CREEK semi-annually by MARGATE.
- 4.4 MARGATE will commence a procurement process for the retention of an independent consultant to perform a study within four (4) months of Station No. 50 opening, analyzing the present level of services provided pursuant to this Agreement, and to develop a performance improvement plan designed to achieve the performance standards set forth herein, at a cost to be agreed upon in advance and borne equally by MARGATE and COCONUT CREEK.
- 4.5 COCONUT CREEK shall conduct quarterly inspections of all COCONUT CREEK fire stations, without prior notice in accordance with the Florida Administrative Code requirements, and promptly provide a report to MARGATE reflecting its findings.
- 4.6 MARGATE agrees to provide COCONUT CREEK with access to view records in MARGATE's Fire Records management system pertaining to the requirements of this ILA, excluding those records and documents created or maintained by other agencies.

ARTICLE 5

COMMUNITY RISK REDUCTION SERVICES

- 5.1 COCONUT CREEK will maintain a Chief Fire Code Official as required by the Florida Fire Prevention Code and Florida Statutes. The Chief Fire Code Official will head the COCONUT CREEK Office and generally serve as the liaison between MARGATE and COCONUT CREEK. All arson investigations, plan review, inspections and development and review processes in COCONUT CREEK will be conducted by COCONUT CREEK. Additionally, public education, including public safety classes and administration of the COCONUT CREEK Community Emergency Response Team (CERT), will be conducted by COCONUT CREEK.
- 5.2 MARGATE will assist with public education programs as mutually agreed by MARGATE and COCONUT CREEK. All requests for assistance will be made in advance and shall be subject to the operational needs of MARGATE.

- 5.3 MARGATE will contact COCONUT CREEK City Manager and/or designee for any incidents occurring in COCONUT CREEK:
- 5.3.1 Affecting any COCONUT CREEK building, facility, or personnel;
 - 5.3.2 Requiring investigation or other COCONUT CREEK department response, such as the Building Official needed to evaluate a structure, Engineering staff needed to respond to a broken hydrant, or Facilities Maintenance staff needed to address HVAC issues in City buildings;
 - 5.3.3 Any confirmed structure fire, active gas leak, mass casualty incident, drowning or near drowning, or incident involving civilian injuries or deaths at fires;
 - 5.3.4 Any other incidents that could potentially draw media attention (positive or negative) and where a COCONUT CREEK media liaison (PIO) presence is required.
- 5.4 COCONUT CREEK shall provide a current contact list to Broward County Regional Dispatch and COCONUT CREEK XRAY.
- 5.5 COCONUT CREEK reserves the right to survey COCONUT CREEK residents, business, and patients, and agrees to comply with all HIPAA requirements.

ARTICLE 6

DEPARTMENT IDENTITY

- 6.1 All fire apparatus and rescue (EMS) vehicles shall prominently display on the vehicle's exterior, "Margate-Coconut Creek Fire Rescue".
- 6.2 MARGATE agrees to distribute any literature that is specific to COCONUT CREEK residents and services for the purpose of education and fire prevention.
- 6.3 MARGATE personnel t-shirt designs and uniform patch shall be displayed as MARGATE-COCONUT CREEK Fire Rescue.

ARTICLE 7

APPARATUS OWNERSHIP, EQUIPMENT MAINTENANCE AND REPAIR

- 7.1 COCONUT CREEK will purchase, replace and maintain ownership of fire suppression and rescue (EMS) vehicles to be assigned to COCONUT CREEK fire stations. MARGATE will purchase, replace and maintain ownership of fire suppression and rescue (EMS) vehicles to be assigned to MARGATE fire stations.

- 7.2 MARGATE will coordinate with COCONUT CREEK in the purchase process of all new fire suppression and rescue vehicles to be assigned to COCONUT CREEK fire stations.
- 7.3 MARGATE will perform preventive maintenance and repair on all COCONUT CREEK owned fire suppression and rescue (EMS) vehicles.
- 7.4 MARGATE is responsible for providing all fuel for the vehicles utilized in COCONUT CREEK.
- 7.5 In the event an aerial vehicle assigned to COCONUT CREEK is inoperable or out of service for maintenance, MARGATE will temporarily supply an appropriate reserve aerial device. If all reserve aerial units are also out of service, MARGATE will utilize an ALS Class A Pumper in COCONUT CREEK and shall request aerial units in accordance with Broward County's Mutual Aid Plan.
- 7.6 MARGATE will contact COCONUT CREEK immediately if any damage occurs to a COCONUT CREEK vehicle as a result of a crash.
- 7.7 Rescue units assigned to COCONUT CREEK shall not be used for non-emergency medical transport.
- 7.8 Except when the engine/quint 94 is on a call, MARGATE shall maintain at least one in-service fire suppression unit north of Wiles Road at all times. An in-service fire suppression unit does not have to be located north of Wiles Road when all MARGATE-COCONUT CREEK units are on calls in either City. The COCONUT CREEK Chief Fire Code Official or designee will be notified upon discovery that a fire or EMS unit assigned to COCONUT CREEK stations is out of service for more than two (2) hours.

ARTICLE 8

FACILITIES

- 8.1 COCONUT CREEK shall provide space for the fire apparatus as indicated in this ILA, and further will provide housing for MARGATE personnel, which shall include adequate sleeping, cooking, showering and other facilities for the number of personnel assigned to the COCONUT CREEK fire stations to meet minimum staffing requirements of a 24/7 operation.
- 8.2 COCONUT CREEK will provide and pay for all utilities, including commercial power, emergency power, phone, WIFI service, and station alerting to operate the COCONUT CREEK fire stations. Cable TV will be provided to the stations, and MARGATE will provide for connection to any televisions. MARGATE will

provide any computer, server, or any related IT equipment needed to enable personnel staffed at Coconut Creek stations to perform their duties.

- 8.3 COCONUT CREEK shall maintain the exterior of the COCONUT CREEK fire stations, including lawn and landscaping.
- 8.4 COCONUT CREEK will be responsible for structural repairs and maintenance, excluding housekeeping, and replacement of mechanical equipment to the COCONUT CREEK fire stations. COCONUT CREEK shall begin the process of addressing any repair issues reported by MARGATE during normal business hours within twenty-four (24) hours. COCONUT CREEK shall not be responsible for accidents or damage to the COCONUT CREEK property if caused by MARGATE's equipment or personnel carelessness or neglect, as determined by MARGATE's City Manager or designee and COCONUT CREEK's City Manager or designee.
- 8.5 MARGATE shall maintain and replace all furniture and appliances in the COCONUT CREEK fire stations including but not limited to carpeting, beds, lockers, night stands, lamps, ice machines, refrigerators, microwaves, ranges, washers and dryers. Excluding major structural and mechanical repairs, MARGATE shall maintain those areas of Stations 94 and 50 for which MARGATE is entitled to exclusive use and occupation thereof, including but not limited to the living areas, kitchen, supervisor's office and living area, equipment rooms and all apparatus bays.
- 8.6 MARGATE shall keep all COCONUT CREEK fire stations in a clean and sanitary condition, free from debris, normal wear and tear excepted. If the stations are found to be unclean and unsanitary, COCONUT CREEK shall notify MARGATE, and MARGATE will arrange for appropriate cleaning.

ARTICLE 9

PERSONNEL

- 9.1 MARGATE shall have the right to temporarily or permanently transfer or reassign any personnel to an area not primarily serving COCONUT CREEK, upon providing the employee with written notice of such transfer or reassignment. In addition, COCONUT CREEK may request that MARGATE personnel be reassigned, and the request will be granted by the MARGATE City Manager or designee, which approval shall not be unreasonably withheld.
- 9.2 MARGATE agrees to provide COCONUT CREEK with notice of any disciplinary action taken involving a MARGATE employee assigned to COCONUT CREEK within seven (7) days of action. COCONUT CREEK agrees to notify MARGATE of

any complaints received regarding MARGATE's personnel or service provided pursuant to this ILA.

ARTICLE 10

ADDITIONAL SERVICES

- 10.1 MARGATE shall provide access to the Training Calendar or notify COCONUT CREEK in advance of any scheduled training. COCONUT CREEK shall be given full access to attend all such activities. MARGATE shall provide COCONUT CREEK with access to any computer based training, and provide those records to COCONUT CREEK upon request.
- 10.2 Staff from both parties shall meet/discuss with COCONUT CREEK on a weekly basis, any contract issues with services being provided by MARGATE or COCONUT CREEK pursuant to this ILA. MARGATE Fire Chief and COCONUT CREEK City Manager shall meet on a regular basis, to be determined by them, to discuss any issues related to the services provided pursuant to this Agreement.
- 10.3 MARGATE shall meet with COCONUT CREEK on a monthly basis pursuant to Section 4.3 of this ILA.
- 10.4 All public records requests shall be coordinated between MARGATE and COCONUT CREEK Records Coordinators, and every effort shall be made to provide prompt and appropriate responses to such requests.
- 10.5 MARGATE shall provide Special Response Team (SRT) paramedics to accompany and deploy with the COCONUT CREEK Police SWAT team as needed. COCONUT CREEK shall provide any equipment or materials for the SRT paramedics to effectively respond and deploy.
- 10.6 For events anticipated to last more than three hours, MARGATE agrees to provide an off-duty detail fire or EMS unit for COCONUT CREEK sponsored events. COCONUT CREEK shall provide at least fourteen (14) business days' advance notice to MARGATE of the events. Such requests shall be limited to ten (10) per year. MARGATE reserves the right, in its sole discretion, to assign on-duty units for any detail anticipated to last less than three (3) hours, if needed, at no cost to COCONUT CREEK.
- 10.7 If able to do so, MARGATE shall provide fire or EMS unit off-duty details as requested through COCONUT CREEK to citizens and businesses of COCONUT CREEK. Detail costs will be per MARGATE established detail rates.

- 10.8 MARGATE Fire personnel permanently assigned to COCONUT CREEK area stations will be provided complimentary admission to the COCONUT CREEK community fitness centers for the purpose of maintaining physical fitness for duty. Guest passes will be provided for those personnel temporarily assigned to Stations 50 and 94. MARGATE will submit a list of personnel assigned to Stations 50 and 94 to COCONUT CREEK, and will notify COCONUT CREEK when changes in personnel occur.
- 10.9 MARGATE agrees to allow COCONUT CREEK's City Manager to participate in the selection of any future Fire Chief appointment. MARGATE's City Manager or designee shall have the final decision on the selection of a future Fire Chief.
- 10.10 COCONUT CREEK's Fire Administration staff and/or designees shall be permitted to attend all strategy meetings at the Incident Command location during emergency incidents, but are not authorized to be in command of said incident(s).
- 10.11 MARGATE agrees to work with and assist COCONUT CREEK to obtain an ISO Class 1 (one) rating. This includes but is not limited to providing and maintaining a quint/ladder in service at Stations 98 and 94; maintaining a reserve quint/ladder available for service; providing training records to COCONUT CREEK; and providing any documentation to COCONUT CREEK needed to be completed during annual fire inspections. MARGATE agrees to provide COCONUT CREEK records for structure fire responses in COCONUT CREEK including date, address, time of dispatch, the time the first engine arrived on scene of confirmed structure fire, and time the second engine and a ladder arrived on scene, which shall reflect ISO Class 1 standards. Records shall be provided by October 6, 2016 and January 5, 2017, both for the preceding twelve month periods.

ARTICLE 11

CONSIDERATION AND TERM

- 11.1 The term of this ILA shall be for a period of three (3) years, from October 1, 2016 and ending on September 30, 2019, with two (2) one-year renewal options, which may be exercised upon the approval and agreement of both MARGATE and COCONUT CREEK.
- 11.2 COCONUT CREEK shall pay MARGATE the following annual amount for Fiscal Year 2016/2017, \$ 8,500,000, in equal monthly payments. For subsequent contract years, COCONUT CREEK and MARGATE will negotiate financial terms annually prior to August 1st.

- 11.3 In the event that the fire and emergency medical service calls in COCONUT CREEK reach or exceed fifty percent (50%) of the total calls for service during a six (6) month average rolling period, both cities agree to open the contract for the purposes of evaluating the annual payment amount to be in place at the next fiscal year renewal.
- 11.4 MARGATE shall invoice and collect fees for those persons receiving ALS/BLS transport services. Invoicing and collection shall be on the same basis as to the citizens of MARGATE.
- 11.5 COCONUT CREEK shall be reimbursed in full for one hundred percent (100%) of those collected fees for COCONUT CREEK, less applicable provider fees and refunds.
- 11.6 Upon the expiration or termination of this ILA, any vehicles and/or equipment purchased through grant monies by MARGATE or COCONUT CREEK for Fire-Rescue purposes shall be disbursed in a fair and equitable manner and on a fair market value basis to MARGATE and COCONUT CREEK as further negotiated and agreed to in writing between both parties.
- 11.7 There will be a cooperative effort between the cities of MARGATE and COCONUT CREEK to apply for grants under the MARGATE-COCONUT CREEK Fire system.
- 11.8 MARGATE may provide to COCONUT CREEK, upon request of COCONUT CREEK's City Manager and the availability of resources, such additional services as may from time to time be agreed upon in writing by the parties. The cost of such services shall be paid for by COCONUT CREEK, and shall be payable in such amounts and in such a manner as may be determined by mutual agreement of the parties.
- 11.9 COCONUT CREEK agrees to pay for the services provided under this ILA. If during any year of this ILA, COCONUT CREEK determines that ad valorem tax revenues are not available to fund the services provided by MARGATE, it shall be obligated to pay for the services from any or all other revenue sources available to it or which may be made available to it.

ARTICLE 12

TERMINATION

- 12.1 This ILA shall be deemed automatically terminated and of no further force and effect if COCONUT CREEK or MARGATE has filed or consented to the filing of a petition for reorganization or bankruptcy, or is otherwise adjudicated insolvent.

- 12.2 This ILA provides in Article 16, "Default", for the judicial remedy of specific performance to cause either party to perform its obligations in accordance with the terms and conditions herein. In the event a court was to determine that either party was in default in the performance of its obligations pursuant to this ILA and that specific performance was not an adequate remedy to cause the other party to perform its obligations herein, in addition to all other remedies available to the parties, the parties shall be entitled to request a judicial order seeking rescission of this ILA.
- 12.3 Either party may terminate this Agreement, at will, upon twelve (12) months written notice.
- 12.4 In the event of termination or expiration of this ILA, MARGATE and COCONUT CREEK shall cooperate in good faith in order to effectuate a smooth and harmonious transition from MARGATE to a COCONUT CREEK provider and to maintain during such period of transition the same high quality of fire rescue services as contemplated by this ILA. COCONUT CREEK agrees that upon any termination or expiration of this ILA, it shall hire and retain forty-four (44) of the individuals who are employed by MARGATE.
- 12.5 The process to determine the firefighters/paramedics that will be hired by COCONUT CREEK will be that COCONUT CREEK shall post an opening for hiring for fire personnel, including the number of individuals needed by rank or specialty, and hire a minimum of forty-four (44) firefighters/paramedics from MARGATE Fire. Should less than forty-four (44) firefighters/paramedics apply to COCONUT CREEK from within MARGATE Fire, then the remaining firefighters/paramedics necessary or required to fulfill the minimum transfer requirement shall be released from MARGATE Fire based on seniority (lowest seniority first, LIFO) regardless of rank, and COCONUT CREEK shall offer said firefighters/paramedics placement within COCONUT CREEK. COCONUT CREEK shall then be released of the obligation to hire any additional persons from MARGATE Fire. The forty-four (44) individuals that become COCONUT CREEK Fire firefighters/paramedics pursuant to this Article shall be accepted as COCONUT CREEK firefighters/paramedics with a maximum of one hundred fifty (150) hours of accrued sick time and one hundred fifty (150) hours of accrued vacation time. COCONUT CREEK shall be responsible for the payment of said sick and vacation time.
- 12.6 COCONUT CREEK is hereby automatically released from all such employment responsibilities, including those stated in Section 10.1 of this ILA, should any type of Fire District be created to serve both MARGATE and COCONUT CREEK.

ARTICLE 13

DEFAULT

Notwithstanding a party's right to terminate this ILA as set forth in Article 12 above, if the other party fails to perform or observe any of the material terms and conditions of this ILA for a period of ten (10) calendar days after receipt of written notice of such default from the other party, the party giving notice of default may be entitled, but is not required, to seek specific performance of this ILA on an expedited basis, as the performance of the material terms and conditions contained herein relate to the health, safety, and welfare of the residents subject to this ILA. The parties acknowledge that money damages or other legally available remedies may be inadequate for the failure to perform, and that the party giving notice is entitled to obtain an order requiring specific performance by the other party. Failure of any party to exercise its rights in the event of any breach by the other party shall not constitute a waiver of such rights. No party shall be deemed to have waived any failure to perform by the other party unless such waiver is in writing and signed by the waiving party. Such waiver shall be limited to the terms specifically contained therein. This Article shall be without prejudice to the rights of any party to seek a legal remedy for any breach of the other party as may be available to it in law or equity.

ARTICLE 14

INSURANCE

- 14.1 MARGATE shall maintain either a self-insurance program or be insured to protect against liability as specified in Section 768.28, Florida Statutes. In the event the program is modified during the term of this ILA, MARGATE shall provide COCONUT CREEK with at least thirty (30) days prior written notice.
- 14.2 COCONUT CREEK shall pay for and maintain its own comprehensive general liability insurance or maintain a self-insuring fund for the term of this ILA in the amount determined by COCONUT CREEK to adequately insure COCONUT CREEK's liability assumed herein, but in no event shall such coverage be less than the statutory waiver of sovereign immunity. In the event such coverage is modified in any manner before the expiration date of this ILA, COCONUT CREEK will provide at least thirty (30) day's prior written notice to MARGATE.
- 14.3 COCONUT CREEK shall be responsible for insuring all vehicles, and shall provide proof of coverage annually for those vehicles, that are owned by COCONUT CREEK.

ARTICLE 15

LIABILITY

- 15.1 COCONUT CREEK and MARGATE shall each be individually and separately liable and responsible for the actions of its officers, agents and employees in the performance of their respective obligations under this ILA.
- 15.2 COCONUT CREEK and MARGATE shall each individually defend any action or proceeding brought against their respective agency pursuant to this ILA and shall be individually responsible for all of their respective costs, attorneys' fees, expenses and liabilities incurred as a result of any such claims, demands, suits, actions, damages and causes of action, including the investigation or the defense thereof, and from and against any orders, judgments or decrees which may be entered as a result thereof.
- 15.3 COCONUT CREEK and MARGATE agree that no indemnification or hold harmless agreement shall be in effect concerning any claims, demand, damages and causes of action which may be brought against either party pursuant to this ILA.
- 15.4 The parties shall each individually maintain throughout the term of this ILA any and all applicable insurance coverage required by Florida law for governmental entities.

ARTICLE 16

MISCELLANEOUS

- 16.1 Joint Preparation: The preparation of this ILA has been a joint effort of the parties hereto 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.
- 16.2 Merger: This ILA incorporates and includes all prior negotiations, correspondence, agreements or 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 ILA 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. It is further agreed that no change, 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 Agreement.

- 16.3 Assignment: The respective obligations of the parties set forth in this ILA shall not be assigned, in whole or in part, without the written consent of the other party.
- 16.4 Records: COCONUT CREEK and MARGATE shall each maintain their own respective records and documents associated with this ILA in accordance with the requirements for records retention set forth in Chapter 119, Florida Statutes.
- 16.5 Contract Administrators: The Contract Administrators for this ILA are the MARGATE City Manager and/or designee for MARGATE, and COCONUT CREEK's City Manager and/or designee for COCONUT CREEK. In the implementation of the terms and conditions of this ILA, as contrasted with matters of policy, all parties may rely upon instructions or determinations made by the respective Contract Administrators.
- 16.6 Recordation/Filing: The MARGATE City Clerk is authorized and directed, after approval of this ILA by the governing bodies of COCONUT CREEK and MARGATE and the execution thereof by the duly qualified and authorized officers of each of the parties hereto, to file this ILA with the Clerk of Broward County, Florida, as required by Section 163.01(11), Florida Statutes.
- 16.7 Governing Law and Venue: This ILA 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, objection or dispute arising out of the terms of this ILA shall be litigated exclusively in the Seventeenth Judicial Circuit in and for Broward County, Florida.
- 16.8 Severability: In the event that this ILA is found by a court of competent jurisdiction to be invalid, the remaining provisions shall continue to be effective.
- 16.9 Notices: Whenever either party desired to give notice to the other, such notice must be in writing and sent by United States mail, return receipt requested, courier, evidenced by a delivery receipt or by an overnight express delivery service 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. Notice shall be effective upon delivery.

FOR MARGATE:

City Manager
City of Margate
5790 Margate Boulevard
Margate, FL 33063

FOR COCONUT CREEK:

City Manager
City of Coconut Creek
4800 West Copans Road
Coconut Creek, FL 33063

With a copy to:

City Attorney
City of Margate
5790 Margate Boulevard
Margate, FL 33063

With a copy to:

City Attorney
City of Coconut Creek
4800 West Copans Road
Coconut Creek, FL 33063

- 16.10 Amendments: Except as expressly authorized in this ILA, 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 ILA and executed by MARGATE and COCONUT CREEK.
- 16.11 Third Party Beneficiaries: Neither COCONUT CREEK nor MARGATE intend that any person shall have a cause of action against either of them as a third party beneficiary under this ILA. Therefore, the parties agree that there are no third party beneficiaries to this ILA and that no third party shall be entitled to assert a claim against either of them based upon this ILA. The parties expressly acknowledge that it is not their intent to create any rights or obligations in any third person or entity under this ILA.
- 16.12 Priority of Provisions: If there is a conflict or inconsistency between any term, statement, requirement, or provision of any exhibit attached hereto, any document or events referred to herein, or any document incorporated into this ILA by reference and a term, statement, requirement, or provision of this ILA, the term, statement, requirements, or provision contained in Articles 1 through 16 of this ILA shall prevail and be given effect.
- 16.13 Compliance with Laws: The parties shall comply with all federal, state, and local laws, codes, ordinances, rules, and regulations in performing its duties, responsibilities, and obligations pursuant to this ILA.
- 16.14 Multiple Originals: This ILA may be fully executed in five (5) copies by all parties, each of which, bearing original signatures, shall have the force and effect of an original document.
- 16.15 Prior to institution of any litigation, the parties agree to be bound by Chapter 164, Florida Statutes.
- 16.16 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.

IN WITNESS WHEREON, the parties hereto have caused this Agreement to be duly executed this ____ day of _____ 2016.

CITY OF MARGATE, FLORIDA

Tommy Ruzzano, Mayor
____ day of _____, 2016

Douglas E. Smith, City Manager
____ day of _____, 2016

ATTEST:

APPROVED AS TO FORM:

Joseph J. Kavanagh, City Clerk
____ day of _____, 2016

Douglas R. Gonzales, City Attorney
____ day of _____, 2016

CITY OF COCONUT CREEK, FLORIDA

Mikkie Belvedere , Mayor
____ day of _____, 2016

Mary C. Blasi, City Manager
____ day of _____, 2016

ATTEST:

APPROVED AS TO FORM:

Leslie Wallace May, City Clerk
____ day of _____, 2016

Terrill C. Pyburn, City Attorney
____ day of _____, 2016