



January 17, 2017

Douglas E. Smith
City Manager
City of Margate
5790 Margate Boulevard
Margate, FL 33063

Re: Letter Agreement For Sale of Mobile Home

Dear Mr. Smith:

“The City of Coral Springs, hereinafter referred to as “Coral Springs”, is entering into this letter agreement (hereinafter referred to as “Agreement”) with City of Margate (hereinafter referred to as “Margate”).

This Letter Agreement shall be effective upon the execution of this Letter Agreement by both parties.

Pursuant to Section 2-303(7) of the Coral Springs’ Code of Ordinances, the Purchasing Administrator is authorized to sell, trade or otherwise dispose of surplus and obsolete personal property belonging to the city either by sale, barter, exchange or any means of disposal as may be appropriate and in the best interest of the City, subject to the value per item not being greater than \$40,000.

Coral Springs has designated the 2010 Jacobsen Mobile Home (“Mobile Home”) as surplus and valued at \$15,000.

Margate has offered to pay the Coral Springs \$15,000 for the mobile home and relocate the mobile home from its current location at Fire Station 95, 300 Coral Ridge Dr., Coral Springs, FL 33071. The relocation of the unit must be completed no later than February 10, 2017. Margate shall be responsible for all expenses associated with the relocation of the Mobile Home. Margate shall have sole responsibility and liability for Mobile Home, including transportation, upon signature of this Letter Agreement.

The parties acknowledge and agree that the Mobile Home being sold is provided in an “as-is condition” and there is no warranty related to the Mobile Home.

The designated contact person for the City and person to receive any notices related to this Letter Agreement are as follows:

Frank Babinec, Fire Chief, Coral Springs Fire Department, 2801 Coral Springs Dr., Coral Springs, Florida 33065; Telephone: 9540344-1045, Facsimile: 954-344-5933, Cell Phone: 754-224-1979; E-Mail: fbabinec@coralsprings.org.

The designated contact person for Margate and the person to receive any notices related to this Letter Agreement are as follows:

Dan Booker, Fire Chief, Margate Fire Department, 1811 Banks Road, Margate FL 33063; Telephone: 954-971-7010.

The parties shall comply with all statutes, laws, ordinances, rules, regulations and lawful orders of the United States of America, State of Florida, and the City of Coral Springs and of any other public authority which may be applicable to this Agreement.

Each party shall 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 Agreement. Nothing herein is intended to serve as a waiver of sovereign immunity by any agency to which sovereign immunity may be applicable. Nothing herein shall be construed as consent by any agency or political subdivision of the State of Florida to be sued by third parties in any matter arising out of this contract.

Margate shall defend any action or proceeding brought against Coral Springs arising out of this Agreement and shall be responsible for all of the respective costs, attorney fees, paralegal expenses, other expenses and liabilities incurred as a result of any claim, demands, suits, actions, damages and causes of action including the investigation or the defense thereof, and from and against any orders, judgements or decrees which may be entered as a result thereof. Nothing herein shall preclude Coral Springs from selecting its legal counsel.

Sovereign Immunity. The parties hereto acknowledge each is an agency or political subdivision of the State of Florida and that each enjoys the benefit of sovereign immunity. Further, any provision in this Agreement that requires either party to indemnify hold harmless or defend the other party from liability for any other reason shall not alter the indemnifying party's waiver of sovereign immunity or extend such party's liability beyond the limits established in Section 768.28, Florida Statutes.

The validity, construction and effect of this Agreement shall be governed by the Laws of the State of Florida. Any claim, objections or dispute arising out of the terms of this Agreement shall be litigated in the Seventeenth Judicial Circuit in and for Broward County, Florida.

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 waiver or relinquishment for the future of any covenant, term condition or election but the same shall continue to remain in full force and effect.

Each party shall maintain its self-insurance which provides for liability coverage. The parties agree to keep such self-insurance in full force and effect continuously during the term of this agreement. Upon written request by either party to the other, evidence of self-insurance shall be provided.

Each party represents, warrants, and covenants to the other as follows:

- (i) Authority: It has the full power and authority to enter into this Letter Agreement and to grant and convey the rights set forth herein.
- (ii) Binding Obligation: All necessary approvals for the execution, delivery and performance of this Letter Agreement has been obtained, and this Letter Agreement has duly executed and delivered and constitutes the legal and binding obligation enforceable in accordance with its terms.

By countersigning, you acknowledge and agree to the terms of this Letter Agreement. Please return two (2) originals and retain one (1) original for your file.

Sincerely,



Angelo Salomone
Purchasing Administrator

cc: Frank Babinec, Fire Chief

I agree with the contents of the Letter of Agreement as outlined above:

City of Margate

By: _____

Print Name: _____

Print Title: _____

Date: _____

Witness:

By: _____

Print Name: _____