

INTERLOCAL AGREEMENT

Between

THE CITY OF COCONUT CREEK

And

THE CITY OF MARGATE

Providing for

**DELIVERY OF EMERGENCY MEDICAL
AND FIRE PROTECTION SERVICES**

October 1, 2010

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 is desirous to contract for Fire Rescue Services,
and

WHEREAS, MARGATE and COCONUT CREEK desire to enter into this Interlocal Agreement to provide for the delivery of emergency medical and fire protection services by MARGATE within the municipal boundaries of COCONUT CREEK, and the unincorporated areas 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 Interlocal Agreement,

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 do hereby agree as follows:

ARTICLE 1

BACKGROUND, PURPOSE AND INTENT

- 1.1 The above recitals are true and correct and are incorporated herein as if set forth in full hereunder.
- 1.2 It is the purpose and intent of this Interlocal Agreement for MARGATE and COCONUT CREEK to provide for a means by which each governmental entity may exercise cooperatively its respective powers and privileges in order to further a common goal.
- 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 Interlocal Agreement 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 Interlocal Agreement (ILA) shall supercede all other interlocal agreements including the interlocal agreement previously executed and said ILA shall be effective from October 1, 2010 through September 30, 2014.
- 2.2 MARGATE's Fire Rescue Department shall provide fire protection and EMS services to the residents, businesses, and all persons within the corporate city limits of COCONUT CREEK, as well as the Seminole Trust Property, and the Hillsboro Pines/ Hillsboro Ranches areas whether unincorporated or annexed into the City.
- 2.3 COCONUT CREEK's City Manager or designee shall have the right to require MARGATE to transfer personnel to an area not primarily serving COCONUT CREEK, upon providing MARGATE with written notice to transfer such personnel. MARGATE shall transfer said personnel within fifteen (15) days of written notification by COCONUT CREEK and refill the position concurrent with such transfer.
- 2.4 MARGATE shall have the right to 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.
- 2.5 MARGATE and COCONUT CREEK shall abide by and perform all of their respective obligations set forth herein.
- 2.6 COCONUT CREEK and MARGATE agree in good faith to modify this Interlocal Agreement as may be needed to maintain an effective emergency medical and fire protection system.

ARTICLE 3

DELIVERY OF EMERGENCY MEDICAL SERVICES

- 3.1 MARGATE shall provide advanced life support emergency medical services to COCONUT CREEK on a twenty-four (24) hour, seven (7) days per week basis during the contract period of this Interlocal Agreement.
- 3.2 COCONUT CREEK shall possess and shall maintain throughout the term of this Interlocal Agreement a Class 1 – Advanced Life Support (ALS) Rescue Certificate of Public Convenience and Necessity (“CON”).
- 3.3 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 the units are busy.

ARTICLE 4

DELIVERY OF FIRE PROTECTION SERVICES

During the term of this ILA, MARGATE shall provide fire rescue and emergency medical services from COCONUT CREEK’s Fire Station 94, and from MARGATE’s three (3) fire stations, Station 98, Station 18, and Station 58, and from a station to be located in south Coconut Creek. Station 94 shall be staffed with an ALS engine and ALS rescue transport unit with a minimum staff of five (5) firefighter/paramedics, or EMT’s. The Coconut Creek south station shall be developed during the term of this Interlocal Agreement. Staffing for the south station shall be determined jointly based on the size and location of said station once established. However, staffing for the Margate/Coconut Creek system shall remain consisting of twenty-four (24) on-duty personnel per shift.

ARTICLE 5

SPECIAL PROVISIONS

- 5.1 MARGATE agrees that all fire apparatus and rescue vehicles shall prominently display on the vehicle’s exterior the legend “Margate-Coconut Creek Fire Rescue” in a format to be mutually agreed upon by COCONUT CREEK and MARGATE and shall contain all standard support equipment.

- 5.2 MARGATE agrees to have the following verbiage on any documents, business cards, reports, brochures, and all other documents prepared by MARGATE that are left with citizens or handed out from any units assigned to cover COCONUT CREEK. "Fire Rescue and EMS services are provided via a contract partnership between Margate and Coconut Creek. All comments should be addressed to Coconut Creek Fire Chief at (954) 973-6706."
- 5.3 COCONUT CREEK's Fire Chief or his designee shall be given full use of MARGATE's communications system and will retain full and sole use of the radio identifiers as follows: Chief 50, Deputy 50, Chief 94, Deputy 94, Inspector 94, Inspector 50 and Marshal 50. COCONUT CREEK agrees to procure the radios at its expense and MARGATE agrees to program the radios similar to MARGATE's Battalion Chief assigned to this area.
- 5.4 COCONUT CREEK shall purchase one (1) personal computer appropriately configured for COCONUT CREEK's Fire Chief, or his designee, to access MARGATE's fire-rescue records management system in a "read-only" mode to include all CAD, fire reports, and EMS reports. Maintenance and replacement of the computer shall be COCONUT CREEK's responsibility. MARGATE agrees to provide COCONUT CREEK, at MARGATE's expense, any and all upgrades or additions to the software programs which may be utilized pursuant to this Interlocal Agreement. COCONUT CREEK shall be responsible for the cost of any phone lines needed for interconnection. All request for records or response to public records requests shall be addressed by the Margate Fire Department Records Coordinator.
- 5.5 COCONUT CREEK's Fire Chief shall have the right to ride on any apparatus at will. COCONUT CREEK shall also have the right to perform inspections of the stations and equipment assigned to COCONUT CREEK without prior notification to MARGATE. The results of such observations and inspections shall be directed to MARGATE's Fire Chief.
- 5.6 MARGATE agrees to notify COCONUT CREEK in advance of all training classes, drills and training meetings. COCONUT CREEK's Fire Chief shall be given full access to attend all such activities. MARGATE agrees to submit to the Coconut Creek Fire Chief, a training schedule with updates as necessary as soon as may be practical.
- 5.7 The respective Fire Chiefs shall hold meetings as often as they deem necessary to address, at a minimum, any contract issues and the services being provided by MARGATE pursuant to this I.L.A.
- 5.8 COCONUT CREEK's Fire Chief and Deputy Fire Marshal shall be permitted to attend and participate in all strategy meetings at the incident command location during emergency incidents, but are not authorized to be in command of said incident.
- 5.9 MARGATE agrees to provide COCONUT CREEK's Fire Chief with notice of any disciplinary action taken involving a MARGATE employee assigned to COCONUT CREEK. COCONUT CREEK agrees to notify MARGATE of any complaints

received regarding MARGATE's personnel or service provided pursuant to this Interlocal Agreement. MARGATE shall be given a reasonable amount of time under the circumstances to investigate the complaint and deliver a written report to Coconut Creek's Fire Chief.

- 5.10 MARGATE shall provide the Coconut Creek Fire Chief with a monthly report indicating all repairs and preventative maintenance performed to all fire rescue vehicles.
- 5.11 MARGATE agrees to allow Coconut Creek's City Manager to be present and participate in the selection of any future Fire Chief appointment. The Margate City Manager shall have the final decision on the selection of a future Fire Chief.
- 5.12 COCONUT CREEK reserves the right to survey Coconut Creek residents, businesses, and patients.
- 5.13 "Turn Out Time" shall be defined as the time from when the station is alerted, to the time that all responding units have left the station and are continuously enroute to the incident. Maximum "turn out time standards" shall be established.
- 5.14 All Margate personnel shall wear T- shirts displaying Margate/Coconut Creek Fire Rescue per Fire Department rules, after current inventory of T-shirts is exhausted. New orders for shirts shall be placed, which display Margate/Coconut Creek.

ARTICLE 6

ADDITIONAL SERVICES

- 6.1 In addition to the foregoing emergency medical and fire protection services, MARGATE shall provide the following specialized services, consistent with service levels MARGATE concurrently renders to other agencies, except as provided below, without additional cost to COCONUT CREEK.
- 6.2 All E-911 calls originating in COCONUT CREEK shall be answered by COCONUT CREEK's Public Safety Answering Point (PSAP). All calls for fire-rescue services received by COCONUT CREEK's Public Safety Answering Point (PSAP), which require a response by MARGATE's Fire Rescue Division shall be immediately forwarded to MARGATE's Fire Rescue Communication Center for operational dispatch.
- 6.3 MARGATE shall provide public education programs, through personnel assigned to COCONUT CREEK, designed to reduce the risk of property damage, injury, or loss of life from fire or from hazardous materials.
- 6.4 MARGATE may provide to COCONUT CREEK, upon request of COCONUT CREEK's City Manager and the availability of resources, such additional service as may from time to time be agreed upon in writing by the parties. The cost of such services shall be equal to Margate's actual cost for such services, and shall be borne

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.

- 6.5 The parties agree that fire prevention services, including inspection and plan review, fire investigation services, and arson investigation assistance are not included under the scope of this Interlocal Agreement. COCONUT CREEK shall remain responsible for the provision of these services.
- 6.6 Rescue units assigned to Coconut Creek shall not be used for non-emergency medical transport.

ARTICLE 7

MEDICAL DIRECTION

MARGATE presently has and shall maintain throughout the term of this Interlocal Agreement a Medical Director as required by Chapter 401, Florida Statutes, and shall utilize the medical treatment protocols of MARGATE's Medical Director.

ARTICLE 8

FIRE RESCUE OPERATIONS

Except when the north engine or ladder is on a call, Margate shall maintain at least one in-service fire suppression engine or ladder truck 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.

ARTICLE 9

FACILITIES

- 9.1 COCONUT CREEK shall provide housing for an engine and rescue at Station 94, and a rescue to be located in the south portion of Coconut Creek. Said housing will include apparatus parking and crew quarters, generally consisting of, sleeping quarters, kitchen facilities and bathing areas.
- 9.2 COCONUT CREEK shall be responsible for structural repairs, maintenance (not including daily housekeeping), and replacement of mechanical equipment. COCONUT CREEK shall not be responsible for accidents or damage to the COCONUT CREEK property if caused by MARGATE's equipment or personnel. COCONUT CREEK shall be responsible for the maintenance and replacement of the carpeting and appliances as needed. Station 94 refrigerators and ice machine are

property of Margate and are excluded. All furniture and station alerting systems shall be provided and maintained by Margate at all Coconut Creek locations.

- 9.3 Excluding major structural and mechanical repairs, MARGATE shall maintain those areas of Station 94 which MARGATE is entitled to the exclusive use and occupation thereof, including but not limited to, the firefighter/paramedics' living area, dorms, kitchen, Lt.'s office and dorm, equipment rooms and all of the apparatus bays. MARGATE agrees to maintain during the term of this Interlocal Agreement the facilities in a clean condition, free from debris, normal wear and tear excepted.
- 9.4 COCONUT CREEK shall provide all utilities, including but not limited to, electric, water, sewer and solid waste removal; lawn and landscaping services; and shall maintain the exterior of the building and surrounding parking areas, doors, windows, roof, electrical system, air conditioning system, plumbing and shall be responsible for hurricane preparedness.
- 9.5 MARGATE agrees to allow COCONUT CREEK police and other COCONUT CREEK employees, or emergency management staffing access to kitchen facilities, showers and other facilities for COCONUT CREEK personnel during declared disasters and hurricanes. This use will be in conjunction with the MARGATE's use of said facilities.

ARTICLE 10

EMPLOYMENT RESPONSIBILITIES

- 10.1 Upon the expiration or termination of this Interlocal Agreement, any personnel hired for positions to service COCONUT CREEK shall be hired by COCONUT CREEK or the successor service provider. In the event of termination or expiration of this Interlocal Agreement, 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 Interlocal Agreement. COCONUT CREEK agrees that upon any termination or expiration of this Interlocal Agreement, it shall hire and retain the 36 individuals who are hired by Margate to fill positions for the expansion of fire/EMS services to serve Coconut Creek, pursuant to this Agreement. This shall specifically include the (3) three Coconut Creek employees who were originally transferred to Margate, based upon the ILA dated November 29, 1999 .
- 10.2 The process to determine the employees that will be hired by the Coconut Creek system 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 33 additional employees from The Margate Fire service. Should less than 33 employees apply to Coconut Creek from within the Margate Fire System, then the remaining employees necessary or required to fulfill the minimum transfer requirement, shall be released from the Margate Fire service based on seniority (lowest seniority first, LIFO) regardless of rank, and Coconut Creek shall offer said

employees placement within The Coconut Creek System. Coconut Creek shall then be released of the obligation to hire any additional persons from the Margate System. The 36 individuals that become Coconut Creek Fire employees pursuant to this article shall be accepted as Coconut Creek employees with a maximum of 150 hours of accrued sick time and 150 hours of accrued vacation time. Coconut Creek shall be responsible for the payment of said sick and vacation time.

- 10.3 COCONUT CREEK is hereby automatically released from all such employment responsibilities including those stated in sections 10.1 and 10.2 of this agreement should any type of Fire District be created to serve both Margate and Coconut Creek. However, in no event shall MARGATE be responsible for payment of the 150 hours of sick and vacation time referenced in paragraph 10.2 .

ARTICLE 11

VEHICLES/EQUIPMENT

Coconut Creek agrees to provide replacement and retain ownership of fire suppression and rescue vehicles in the event that vehicles normally stationed in COCONUT CREEK become inoperable. In the event an aerial vehicle assigned to COCONUT CREEK is inoperable or is out-of-service for maintenance, MARGATE will utilize an ALS Class A pumper in COCONUT CREEK and shall request stand-by aerial units in accordance with Broward County's Fire Chief's Mutual Aid Plan. Any new equipment purchased by Coconut Creek, which may be put in active service during this contract, will be the property of Coconut Creek.

ARTICLE 12

REPORTING

- 12.1 A report indicating all calls for service within COCONUT CREEK shall be maintained and presented monthly to COCONUT CREEK's Fire Chief. The report shall contain, at a minimum, the following: time of dispatch, identification of units dispatched, classification of call, time en route, and time of arrival.
- 12.2 MARGATE shall submit a quarterly report of the status and activities of the fire rescue services provided to COCONUT CREEK during MARGATE's fiscal year pursuant to this Interlocal Agreement. MARGATE shall submit the report in a form(s) and at a time agreed upon by the Fire Chiefs or their designees for both parties.

ARTICLE 13

CONSIDERATION

- 13.1 The consideration to be paid by COCONUT CREEK to MARGATE shall be payable in equal monthly installments payable on the first day of each month commencing October 1, 2010.

13.2 Coconut Creek shall pay Margate the following annual amounts as described.

<u>From</u>	<u>To</u>	<u>Amount</u>
10/01/10	9/30/11	\$5,458,021
10/01/11	9/30/12	\$6,158,021
10/01/12	9/30/13	\$6,646,662
10/01/13	9/30/14	\$7,174,395

13.3 Parties agree to reopen the amount of consideration paid pursuant to this contract if the calls in Coconut Creek reach or exceed 50% of total calls. The 50% mark will be determined based on the consistency of the total calls over the 50% mark. Margate shall report the call comparatives each month to the Coconut Creek Fire Chief. Using a rolling six month average of the call comparatives, if Coconut Creek exceeds the 50% of total calls mark, the parties agree to open the contract for the purposes of evaluating the annual payment amount to be in place at the next fiscal year renewal.

13.4 Fees and Revenues:

13.4.1 The parties acknowledge and agree that Margate may invoice, and collect fees for those persons receiving ALS/BLS transport services per section 13.5.3 below.

13.4.2 MARGATE agrees to provide ALS/BLS transport services to the citizens of COCONUT CREEK to appropriate emergency medical facilities on the same basis as it is providing to citizens of the City of Margate. Invoicing and collection shall be on the same basis as to the citizens of the City of Margate.

13.4.3 The parties acknowledge and agree that COCONUT CREEK shall be reimbursed in full for the first \$500,000 of the fees collected from within Coconut Creek for those persons receiving ALS/BLS transport services. Thereafter, any revenue collected over and above \$500,000, Margate shall reimburse Coconut Creek at a rate of fifty percent.

13.5 COCONUT CREEK agrees to pay for the services provided under this Interlocal Agreement. If during any year of this Interlocal Agreement, 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 14

TERM OF AGREEMENT

14.1 This Interlocal Agreement shall become effective on October 1, 2010 and shall terminate on September 30, 2014.

- 14.2 This Interlocal Agreement may only be terminated as provided for herein or otherwise agreed upon in writing by the parties.

ARTICLE 15

TERMINATION

- 15.1 This Interlocal Agreement 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.
- 15.2 This Interlocal Agreement 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 Interlocal Agreement and that specific performance was not any 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 Interlocal Agreement.
- 15.3 In the event of termination or expiration of this Interlocal Agreement, MARGATE and COCONUT CREEK shall cooperate in good faith in order to effectuate a smooth and harmonious transition from MARGATE to a COCONUT CREEK fire department and to maintain during such period of transition the same high quality of fire rescue services as contemplated by this Interlocal Agreement.
- 15.4 At will termination. This Agreement may be terminated by either party, with or without cause according to the following schedule.
1. Either party may terminate this Agreement at its sole discretion with twelve (12) months written notice signed and dated by the City Manager.

ARTICLE 16

DEFAULT

Notwithstanding a party's right to terminate this Interlocal Agreement as set forth in Article 15 above, if the other party fails to perform or observe any of the material terms and conditions of this Interlocal Agreement for a period of ten (10) calendar days after receipt of written notice of such default from other party, the party giving notice of default may be entitled, but is not required, to seek specific performance of this Interlocal Agreement 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 Interlocal Agreement. 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 17

INSURANCE

- 17.1 MARGATE shall maintain either a self-insurance program or be insured to protect against liability as specified in Section 768.28 of the Florida Statutes. In the event the program is modified during the term of this Interlocal Agreement, MARGATE shall provide COCONUT CREEK with at least thirty (30) days prior written notice.
- 17.2 COCONUT CREEK shall pay for and maintain its own comprehensive general liability insurance or maintain a self-insuring fund for the term of this Interlocal Agreement 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 regard, before the expiration date of this Interlocal Agreement, COCONUT CREEK will provide at least thirty (30) day's prior written notice to MARGATE.

ARTICLE 18

LIABILITY

- 18.1 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 Interlocal Agreement.
- 18.2 COCONUT CREEK and MARGATE shall each individually defend any action or proceeding brought against their respective agency pursuant to this Interlocal Agreement 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.
- 18.3 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 Interlocal Agreement.

- 18.4 The parties shall each individually maintain throughout the term of this Interlocal Agreement any and all applicable insurance coverage required by Florida law for governmental entities.

ARTICLE 19

MISCELLANEOUS

- 19.1 Joint Preparation: The preparation of this Interlocal Agreement 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.
- 19.2 Merger: This Interlocal Agreement 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 Interlocal Agreement that are not contained in this document. Accordingly, the parties agree that no deviation from the terms hereof shall be predicted 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 Interlocal Agreement.
- 19.3 Assignment: The respective obligations of the parties set forth in this Interlocal Agreement shall not be assigned, in whole or in part, without the written consent of the other party.
- 19.4 Records: COCONUT CREEK and MARGATE shall each maintain their own respective records and documents associated with this Interlocal Agreement in accordance with the requirements for records retention set forth in Chapter 119, Florida Statutes.
- 19.5 Contract Administrators: The Contract Administrators for this Interlocal Agreement are the MARGATE City Manager and/or designee for MARGATE, and COCONUT CREEK's City Manager or designee for COCONUT CREEK. In the implementation of the terms and conditions of this Interlocal Agreement, as contrasted with matters of policy, all parties may rely upon instructions or determinations made by the respective Contract Administrators.
- 19.6 Recordation/Filing: The Margate City Clerk is hereby authorized and directed after approval of this Interlocal Agreement by the governing body 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 Interlocal Agreement with the Clerk of Broward County, Florida, as required by Section 163.01(11), Florida Statutes.
- 19.7 Governing Law and Venue: This Interlocal Agreement 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 Interlocal Agreement shall be litigated in the Seventeenth Judicial Circuit in and for Broward County, Florida.

- 19.8 **Severability:** In the event of this Interlocal Agreement is found by a court of competent jurisdiction to be invalid, the remaining provisions shall continue to be effective.
- 19.9 **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

With a copy to:

City Attorney
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:

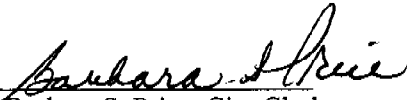
City Attorney
City of Coconut Creek
4800 West Copans Road
Coconut Creek, FL 33063

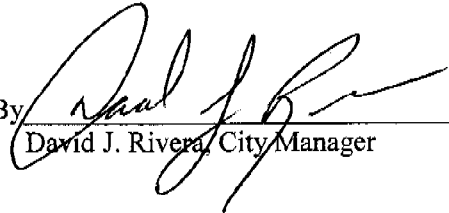
- 19.10 **Amendments:** Except as expressly authorized in this Interlocal Agreement, no modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document prepared with the same or similar formality as this Interlocal Agreement and executed by MARGATE and COCONUT CREEK.
- 19.11 **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 Interlocal Agreement. Therefore, the parties agree that there are no third party beneficiaries to this Interlocal Agreement and that not third party shall be entitled to assert a claim against either of them based upon this Interlocal Agreement. The parties expressly acknowledge that it is not their intent to create any rights or obligations in any third person or entity under this Interlocal Agreement.

- 19.12 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 Interlocal Agreement by reference and a term, statement, requirement, or provision of this Interlocal Agreement, the term, statement, requirements, or provision contained in Articles 1 through 19 of this Interlocal Agreement shall prevail and be given effect.
- 19.13 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 Interlocal Agreement.
- 19.14 Multiple Originals: This Interlocal Agreement 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.
- 19.15 Prior to institution of any litigation, the parties agree to be bound by Chapter 164 of the Florida Statutes in existence at the date of the execution of this Agreement.
- 19.16 Waiver of Jury Trial: The parties to this Agreement hereby 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.

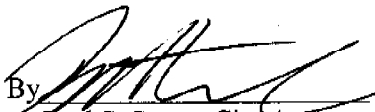
CITY OF COCONUT CREEK

ATTEST:


Barbara S. Price, City Clerk

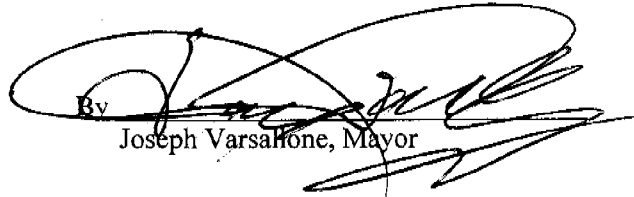
By 
David J. Rivera, City Manager

APPROVED AS TO FORM

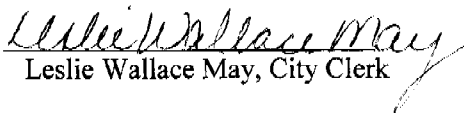
By 
Paul S. Stuart, City Attorney

CITY OF MARGATE

ATTEST:

By 
Joseph Varsalone, Mayor

By 
Frank Porcella, City Manager


Leslie Wallace May, City Clerk

APPROVED AS TO FORM

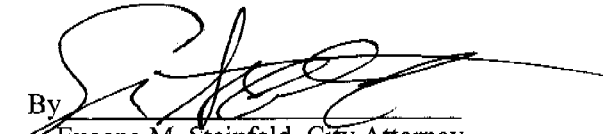
By 
Eugene M. Steinfeld, City Attorney

EXHIBIT "A"

SERVICE AREA

1. The corporate limits of the CITY OF COCONUT CREEK including the Seminole Trust Property, and the unincorporated areas of Hillsboro Ranches and Hillsboro Pines.