

INTERLOCAL AGREEMENT
BETWEEN
THE CITY OF MARGATE
AND
THE CITY OF COCONUT CREEK
FOR TELETYPE SERVICES

**INTERLOCAL AGREEMENT BETWEEN THE CITY OF MARGATE AND
THE CITY OF COCONUT CREEK FOR TELETYPE SERVICES**

This Interlocal Agreement is made by and between the City of Margate, a municipal corporation organized and existing under the laws of the State of Florida (hereinafter referred to as MARGATE) and the City of Coconut Creek, a municipal corporation organized and existing under the laws of the State of Florida (hereinafter referred to as Coconut Creek).

WHEREAS, MARGATE and COCONUT CREEK are both participants in the Consolidated Regional E-911 Communications System of Broward County; and,

WHEREAS, MARGATE has prior to the execution of this agreement operated its own Public Safety Answering Point (PSAP) or Dispatch Center for E-911 providing police and fire communications; and

WHEREAS, COCONUT CREEK has recently constructed a state of the art facility which will serve as a Public Safety Answering Point (PSAP) providing the service and having equipment and personnel that provide E-911 call-taking, teletype and dispatching services; and,

WHEREAS, MARGATE has entered into an Interlocal Agreement between itself and Broward County for participation in the "Consolidated Regional E-911 Communication System" with Broward County (County agreement) effective October 1, 2013; and,

WHEREAS, MARGATE shall transition E-911 police and fire communications to Broward County pursuant to the above described County Agreement; and,

WHEREAS, pursuant to the County Agreement, MARGATE is responsible for teletype activities required by the Florida Department of Law Enforcement (FDLE); and,

WHEREAS, MARGATE wishes to have Coconut Creek contractually provide "teletype services" to MARGATE.

NOW, THEREFORE, in consideration of mutual covenants and premises, set forth, the Parties agree as follows:

ARTICLE I .

The above recitals are true and correct and are incorporated herein as if set forth in full hereunder.

ARTICLE II

DEFINITION – Teletype Services shall mean teletype activities, such as, but not limited to, the entries, deletions, updates, and validations, as required by Florida Department of Law Enforcement (“FDLE”).

ARTICLE III

COCONUT CREEK SERVICES

3.1 COCONUT CREEK shall provide teletype services as defined herein to MARGATE for the term of this agreement at its facility located at 4900 West Copans Road, Coconut Creek, Broward County, Florida.

3.2 COCONUT CREEK shall provide competent teletype services consisting of four (4) full time employees with supervision who shall be employees of COCONUT CREEK, providing teletype services for MARGATE.

3.3 The above services shall meet the standards commonly accepted and mandated for such services within Broward County, the State of Florida, and in conformance with Federal requirements.

3.4 Costs of personnel, supervision, and all other costs shall be provided by COCONUT CREEK.

ARTICLE IV

MARGATE COMPENSATION AND RESPONSIBILITIES

4.1 MARGATE shall compensate COCONUT CREEK \$236,000 annually to be paid monthly.

4.2 Each year, compensation from MARGATE to COCONUT CREEK for services herein shall increase by the Consumer Price Index - All Urban Consumers (CPI) as measured for the Southeast United States, or 5%, whichever is greater.

Series Id: CUURA320SA0,CUUSA320SA0 Not Seasonally Adjusted Area: Miami-Fort Lauderdale, FL Item: All items Base Period: 1982-84=100

4.3 MARGATE shall ensure COCONUT CREEK has 24-hour access to records in order to perform confirmations, validations, and related requests which are mandated by FDLE as it relates to teletype.

It is understood and agreed that the manner (electronic or otherwise) in which MARGATE provides 24-hour access as provided in the above paragraph shall be at the expense of MARGATE.

ARTICLE V

TERM

5.1 The commencement date of this Agreement shall be the date of proper execution by the parties to this Agreement and System Services shall commence on or about November 1, 2013, or as otherwise set forth in a transition plan established and agreed to in writing by MARGATE and COCONUT CREEK.

5.2 The Initial Term of this Agreement shall terminate on September 30, 2018.

Unless MARGATE or COCONUT CREEK provides the other with written Notice of its intent not to renew this Agreement, at least 180 days prior to the end of the then initial term, this Agreement shall automatically be extended for an additional five year period.

5.3 In the event there should occur any material breach in the performance of any covenant or obligation of a party hereunder that has not been remedied within thirty (30) days after receipt of notice from the non-breaching party specifying such breach, the non-breaching party may, if such breach is continuing, terminate this Agreement upon thirty (30) days' notice to the party in breach; provided however, in the event of a material breach that is not susceptible to cure within such thirty (30) day period, the party in breach shall have such additional time as reasonably necessary as mutually agreed by both parties to complete such cure as long as the party in breach has commenced such cure within such 30 day period and diligently pursues such cure to completion. In the event that the party in breach has not remedied its breach, the non-breaching party(ies) shall have the right to seek monetary damages which shall include any additional incremental costs incurred in providing teletype services as a result of the actions of the breaching party.

5.4 As provided in the recitals to this agreement it is understood and agreed by the parties herein that this agreement is predicated upon the interlocal agreement between MARGATE and Broward County for a Consolidated Regional E-911 Communication System. Said agreement provides that should Broward County refuse to fund the Consolidated E-911 Regional Communication System, it shall give MARGATE 365-days' notice.

Should Broward County pursuant to the terms of the above described interlocal agreement give notice to MARGATE that it is refusing to fund the Consolidated E-911 Regional Communication System, MARGATE shall have the right to terminate this agreement. However, MARGATE shall only have the right to terminate this agreement if it gives notice to COCONUT CREEK of its intent to terminate the agreement within 90-days of the time it has been notified by Broward County to terminate the Consolidated E-911 Regional Communication System.

Further, should Broward County or the contractual operator of the Consolidated E-911 Regional Communication System, for Broward County offer to provide teletype services (not

queries) MARGATE may terminate this agreement upon 180-days' written notice to COCONUT CREEK.

ARTICLE VI

6.1 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.

6.2 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.

6.3 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.

6.4 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 and Criminal Justice Information System (CJIS) requirements.

6.5 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.

6.6 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.

6.7 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.

6.8 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.

6.9 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

6.10 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.

6.11 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 no 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.

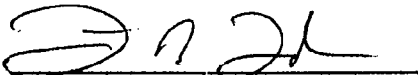
6.12 Compliance with Laws: The parties shall comply with all federal, state, and local laws, codes, ordinances, rules, and regulations in performing its duties, responsibilities, and obligations pursuant to this Interlocal Agreement.


6.13 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.

6.14 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.


6.15 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 MARGATE

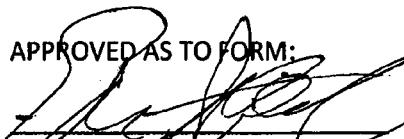

Frank B. Talerico, Mayor
20 day of November, 2013


Jerry A. Blough, City Manager
20 day of November, 2013

ATTEST:


Leslie Wallace May, City Clerk, MMC
20 day of November, 2013

APPROVED AS TO FORM:


Eugene M. Steinfeld, City Attorney
20 day of November, 2013

CITY OF COCONUT CREEK

Becky Tooley
Becky Tooley, Mayor
4 day of November, 2013

Mary C. Blasi
Mary C. Blasi, City Manager
4 day of NOVEMBER, 2013

ATTEST:

Jacqueline Cook
Jacque Cook, Acting City Clerk
12 day of NOVEMBER, 2013

APPROVED AS TO FORM:

Paul S. Stuart ASSISTANT CITY ATTORNEY
Paul S. Stuart, City Attorney
12 day of NOVEMBER, 2013

CITY OF MARGATE, FLORIDA

RESOLUTION NO. 12-397

A RESOLUTION OF THE CITY OF MARGATE, FLORIDA, APPROVING AN "INTERLOCAL AGREEMENT BETWEEN THE CITY OF MARGATE AND THE CITY OF COCONUT CREEK FOR TELETYPE SERVICES"; PROVIDING FOR DEFINITIONS; PROVIDING FOR SERVICES; PROVIDING FOR COMPENSATION AND RESPONSIBILITIES; PROVIDING FOR INITIAL TERM AND AUTOMATIC FIVE YEAR RENEWAL.

BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF MARGATE, FLORIDA:

SECTION 1: That the City Commission of the City of Margate, Florida hereby approves an "Interlocal Agreement Between the City of Margate and the City of Coconut Creek for Teletype Services" in the amount of \$236,000 annually, to be adjusted annually based on the Consumer Price Index-All Urban Consumers (CPI) for the Southeast United States, or 5%, whichever is greater.

SECTION 2: That the Mayor and City Manager are hereby authorized and directed to execute said agreement on behalf of the City of Margate, a copy of which is attached and made a part of this Resolution.

SECTION 3: That this Resolution shall become effective immediately upon its passage.

PASSED, ADOPTED AND APPROVED THIS 16th DAY OF OCTOBER, 2013.

ATTEST:


LESLIE WALLACE MAY, MMC
CITY CLERK


VICE MAYOR LESA PEERMAN

RECORD OF VOTE

CERTIFICATION
I CERTIFY THIS TO BE A TRUE & CORRECT COPY
OF THE DOCUMENT ON FILE AT CITY HALL
WITNESS BY HAND AND OFFICIAL SEAL OF
THE CITY OF MARGATE THIS 25 DAY
OF November, 2013


CITY CLERK

Ruzzano	<u>Yes</u>
Donahue	<u>Yes</u>
Simone	<u>Yes</u>
Peerman	<u>Yes</u>
Talerico	<u>Absent</u>