

## **INTERLOCAL AGREEMENT**

THIS IS AN INTERLOCAL AGREEMENT, entered on this \_\_\_ day of \_\_\_\_\_, 2020, between:

CITY OF FORT LAUDERDALE, a municipal  
corporation of the State of Florida, hereinafter  
referred to as "FORT LAUDERDALE",

and

CITY OF WILTON MANORS, a municipal  
corporation of the State of Florida, hereinafter  
referred to as "WILTON MANORS".

WHEREAS, pursuant to a Motion adopted at its meeting of \_\_\_\_\_, 2020, the City Commission of FORT LAUDERDALE authorized its proper officials to enter this Interlocal Agreement; and

WHEREAS, pursuant to a Motion passed at its meeting of \_\_\_\_\_, 2020, the City Commission of WILTON MANORS authorized its proper officials to enter this Interlocal Agreement; and

WHEREAS, WILTON MANORS presently does not maintain a department for fire protection and fire rescue services with firefighting and emergency medical equipment and personnel, and desires FORT LAUDERDALE to provide fire and rescue services to WILTON MANORS; and

WHEREAS, FORT LAUDERDALE does presently maintain a Fire Rescue Department and desires to provide fire and rescue services to WILTON MANORS; and

WHEREAS, Section 163.01, Florida Statutes, permits public agencies to enter interlocal agreements with each other to jointly exercise any power, privilege, or authority, which such agencies share in common and which each might exercise separately; and

WHEREAS, FORT LAUDERDALE and WILTON MANORS have been parties to a preceding INTERLOCAL AGREEMENT for the delivery of emergency medical and fire protection services by FORT LAUDERDALE within the boundaries of WILTON MANORS since June 2000; and

WHEREAS, FORT LAUDERDALE AND WILTON MANORS desire to continue the positive working relationship engendered by the preceding INTERLOCAL AGREEMENT; and

WHEREAS, FORT LAUDERDALE AND WILTON MANORS desire to enter into this Interlocal Agreement to provide for the delivery of emergency medical and fire protection services by FORT LAUDERDALE within the municipal boundaries of WILTON MANORS and to set forth how such emergency medical and fire protection services will be provided; and

WHEREAS, FORT LAUDERDALE and WILTON MANORS have determined it is mutually beneficial and in the best interest of the public to enter this Interlocal Agreement;

NOW, THEREFORE, in consideration of the mutual covenants, promises, terms and conditions set forth herein, and other good and valuable consideration, the Parties do hereby agree as follows:

## **ARTICLE 1**

### **BACKGROUND; PURPOSE AND INTENT**

1.1 The above recitals are true and correct and are incorporated herein by this reference.

1.2 It is the purpose and intent of this Interlocal Agreement for FORT LAUDERDALE and WILTON MANORS 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 elective bodies of FORT LAUDERDALE and WILTON MANORS 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 FORT LAUDERDALE'S Advanced Life Safety (ALS) rescue/transport units, fire suppression apparatus and personnel shall provide comprehensive emergency medical and fire suppression services to residents and visitors within the municipal boundaries of WILTON MANORS as shown in Exhibit "1", attached hereto, twenty-four (24) hours per day, seven (7) days per week during the term of this Agreement. The rendition of these services, standards of performance for these services, discipline of personnel and other matters related to the performance of such services and control of personnel shall remain with FORT LAUDERDALE.

2.2 FORT LAUDERDALE and WILTON MANORS shall abide by and perform all their respective obligations as set forth herein.

2.3 FORT LAUDERDALE and WILTON MANORS hereby recognize that FORT LAUDERDALE through its Fire Rescue Department, provides fire rescue services throughout FORT LAUDERDALE and those services, at FORT LAUDERDALE'S discretion, may be provided from facilities and with personnel and apparatus located within or outside the municipal boundaries of WILTON MANORS. However, in no instance shall the level of apparatus or staff in WILTON MANORS' Fire Station facility located at 533 N.E. 22<sup>nd</sup> Street (hereinafter referred to as Fire Station 16) be decreased without the prior written approval of the Parties hereto.

2.4 FORT LAUDERDALE shall provide WILTON MANORS with a minimum of five (5) fire rescue personnel who shall be on duty and deployed from Fire Station 16. The personnel shall include Firefighter/Paramedics, Driver Engineers and Fire Captains in arrangements sufficient to provide Advanced Life Support levels of service from each unit (Engine and Rescue/Transport). Any increases to staffing or apparatus assignments will be permitted if approved by both Contract Administrators.

2.5 Fort Lauderdale shall respond to each incident in WILTON MANORS with resources equal to a similar response in FORT LAUDERDALE.

2.5.1 The target response time for first paramedic on site for ALS calls is six (6) minutes zero (0) seconds 90% of the time.

2.5.2 The target response time for the first Engine Company on site for a fire call is six (6) minutes twenty (20) seconds 90% of the time.

2.5.3 Response time shall be calculated from the time the call is dispatched from the Broward County Regional Communication Center until the first unit arrives at the incident, as recorded in the Broward County Regional computer aided dispatch system (CAD).

2.5.4 WILTON MANORS agrees to participate in the County Wide Closest Unit Response ("CUR") initiative as part of the fire rescue service provided by FORT LAUDERDALE. WILTON MANORS also agrees its participation in CUR shall be considered an extension of the CUR agreement made with FORT LAUDERDALE and all terms and conditions within the FORT LAUDERDALE CUR Agreement shall apply to WILTON MANORS.

**ARTICLE 3**  
**PROVISION OF EMERGENCY MEDICAL SERVICES**

3.1 FORT LAUDERDALE shall possess and maintain throughout the term of this Interlocal Agreement a Class 1 - ALS Rescue Certificate of Public Convenience and Necessity ("CON") and an appropriate State of Florida license enabling FORT LAUDERDALE, through this Interlocal Agreement, to provide advanced life support services, as well as basic life support services, to individuals upon arrival at emergency scenes within WILTON MANORS.

3.2 WILTON MANORS shall possess and maintain throughout the term of this Interlocal Agreement a Class 1 - ALS Rescue Certificate of Public Convenience and Necessity ("CON") to provide advanced and basic life support as required by state and local laws.

3.3 FORT LAUDERDALE shall provide one (1) ALS rescue/transport unit with a minimum of two (2) cross-trained firefighter/paramedics deployed from Fire Station 16.

3.4 FORT LAUDERDALE shall provide emergency medical transportation for all patients requiring transportation to an appropriate hospital emergency department. FORT LAUDERDALE shall not utilize a third party provider for the provision of ambulance transport services referenced in this article unless approved by WILTON MANORS; provided, however, FORT LAUDERDALE may utilize the services of a third party without WILTON MANORS' approval in instances of mass casualties where, in FORT LAUDERDALE'S sole determination, the circumstances are such that the services required are beyond the capacity of FORT LAUDERDALE and in accordance with the Broward County Mutual Aid Agreement.

**ARTICLE 4**  
**PROVISION OF FIRE SUPPRESSION SERVICES**

4.1 FORT LAUDERDALE shall provide staffing for one (1) ALS/fire apparatus in WILTON MANORS with a minimum of three (3) personnel. The staffing shall include:

- a. One (1) Company officer (Fire Captain).
- b. One (1) Driver engineer.
- c. One (1) Firefighter.

(At least one (1) of the three (3) members will be cross-trained as a state certified firefighter/ paramedic and at least one (1) will be cross-trained as a state certified emergency medical technician [EMT]).

**ARTICLE 5**  
**SPECIAL PROVISIONS**

5.1 FORT LAUDERDALE'S personnel may be used to provide services at WILTON MANORS-sponsored and non-WILTON MANORS sponsored special events held within WILTON MANORS. FORT LAUDERDALE'S fees and charges for providing non-City sponsored special events shall be in accordance with the then current schedule of fees and charges in an amount not to exceed what is usually charged in the City of Fort Lauderdale in connection with similar events. FORT LAUDERDALE shall be reimbursed by WILTON MANORS for services to or for WILTON MANORS-sponsored special events if overtime or extraordinary expenses are incurred by FORT LAUDERDALE in the amount of the overtime and cost of extraordinary expenses.

5.2 FORT LAUDERDALE agrees that each fire apparatus and rescue vehicle assigned primarily to WILTON MANORS shall prominently display on the vehicle's exterior the legend "In Partnership With the City of Wilton Manors" and shall contain all standard FORT LAUDERDALE vehicle and equipment markings and shall contain all standard support equipment. From time to time, a reserve unit without such legend may be substituted in order to effect needed repairs or preventive maintenance on the primary units.

5.3 FORT LAUDERDALE agrees to make good faith efforts to maintain WILTON MANORS' Insurance Services Office, Inc. (ISO) rating of three (3) to the extent possible within the scope of this Interlocal Agreement.

5.4 The Contract Administrators as defined in Article 18.5 of this Agreement shall hold meetings as often as they deem necessary to address, at a minimum, any contract issues and the services being provided by FORT LAUDERDALE.

5.5 The Contract Administrators may jointly establish policies and procedures related to day-to-day technical, administrative and operational issues necessary to implement this Agreement without the requirement for approval by the respective governing bodies.

**ARTICLE 6**  
**ADDITIONAL SERVICES**

6.1 In addition to the foregoing emergency medical and fire protection services, FORT LAUDERDALE shall provide the following specialized services, consistent with service levels FORT LAUDERDALE renders to its own citizens.

6.1.1 FORT LAUDERDALE shall provide as needed, hazardous material response services personnel equipped and trained to provide specialized response in case of an accidental spill or leak of hazardous materials or products.

6.1.2 FORT LAUDERDALE shall provide technical rescue services, with specially equipped and trained personnel, for above grade/high angle, below grade rescues and water rescues.

6.1.3 FORT LAUDERDALE, in conjunction with the Wilton Manors Fire Prevention Division, shall provide public education programs designed to reduce the risk of property damage, injury or loss of life from fire.

6.1.4 FORT LAUDERDALE shall provide to WILTON MANORS, upon request of WILTON MANOR'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 borne by WILTON MANORS and shall be payable in such amounts and in such a manner as may be determined by mutual agreement of the parties.

6.2 The Parties agree that fire prevention services including inspection and fire plan reviews are not included under the scope of this Interlocal Agreement. WILTON MANORS shall remain responsible for the provision of these services unless agreed to by subsequent Agreement. Upon the determination of necessity by Fort Lauderdale's Fire Marshal, or designee, Fort Lauderdale agrees to provide Fire Investigation services within the designated service area. Technical assistance for arson investigations shall be available upon request at no additional cost.

6.3 WILTON MANORS shall make available to FORT LAUDERDALE at no charge, all records of building inspections, target hazards, arson investigations, sprinkler and standpipe test records, and any other record or information derived from WILTON MANORS' fire prevention, fire investigation and arson investigation services that may facilitate service delivery or may have an impact on the safety of FORT LAUDERDALE'S personnel providing services to WILTON MANORS or both.

6.4 FORT LAUDERDALE agrees to afford WILTON MANORS employees an opportunity to attend FORT LAUDERDALE sponsored and delivered Fire Rescue training courses. There shall be no cost to WILTON MANORS for this training unless FORT LAUDERDALE is required to pay a cost for WILTON MANORS employees attendance.

6.5 FORT LAUDERDALE and WILTON MANORS each agree to identify persons, who shall act as emergency management liaisons.

## **ARTICLE 7**

### **MEDICAL DIRECTION**

7.1 FORT LAUDERDALE 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 FORT LAUDERDALE'S Medical Director.

## **ARTICLE 8**

### **INCIDENT COMMAND**

8.1 For each single alarm incident in WILTON MANORS involving multiple patients, hazardous materials or any other incident deemed appropriate by FORT LAUDERDALE, FORT LAUDERDALE shall have one (1) Battalion Chief assigned to respond who is responsible for the supervision of fire rescue units deployed to protect WILTON MANORS. On incidents categorized as two (2) alarms or greater, an additional officer of higher rank shall be dispatched to the scene.

## **ARTICLE 9**

### **FACILITIES**

9.1 WILTON MANORS shall at no cost to FORT LAUDERDALE provide appropriate space agreed to by both Contract Administrators for FORT LAUDERDALE'S equipment and personnel in Fire Station 16.

9.2 WILTON MANORS shall not be responsible for accidents or damage to WILTON MANORS' property if caused by FORT LAUDERDALE'S equipment (leased or owned) or personnel. FORT LAUDERDALE shall not be responsible for accidents or damage to WILTON MANORS' property if caused by WILTON MANORS equipment or personnel. Both Parties shall use all reasonable care in the treatment of each other's property, equipment and personnel.

9.3 Excluding structural, electrical, plumbing, painting and mechanical repairs, FORT LAUDERDALE shall maintain those areas of Fire Station 16 that FORT LAUDERDALE is entitled to the exclusive use and occupation thereof including, but not limited to, the firefighter/paramedics' living area, dorms, and apparatus bays. FORT LAUDERDALE agrees to maintain the facilities during the term of this Interlocal Agreement in a clean condition, free from debris, normal wear and tear excepted.

9.4 WILTON MANORS shall provide all utilities including, but not limited to, electric, L.P. gas, water, sewer and solid waste removal. WILTON MANORS shall provide lawn and landscaping services and shall maintain the exterior of the building and surrounding parking areas, doors, windows, roof, electrical system, air conditioning system, and plumbing. Further, WILTON MANORS shall be responsible for hurricane preparedness of Fire Station 16.

9.5 FORT LAUDERDALE agrees to allow WILTON MANORS' employees access to kitchen facilities, showers and other facilities for WILTON MANORS' personnel during declared disasters and hurricanes. This use will be in conjunction with FORT LAUDERDALE'S use of said facilities.

**ARTICLE 10**  
**VEHICLES/EQUIPMENT**

10.2 WILTON MANORS shall contribute to the FORT LAUDERDALE Vehicle Replacement Account for the replacement of one engine with sufficient funds to replace the engine by September 30, 2027, as follows:

10.2.1 Under the terms of the preceding INTERLOCAL AGREEMENT, WILTON MANORS has contributed a total of \$222,948.64 plus accrued interest of \$20,886.19 to the FORT LAUDERDALE Vehicle Replacement Account through September 30, 2019 for the replacement of the 2015 Pierce Pumper.

WILTON MANORS shall continue contributions to a vehicle replacement account in amounts sufficient to replace the 2015 Pierce Pumper Arrow-XT (VIN #4PBAAGF4FA015553) by September 30, 2027.

Initial monthly payments of \$5,914.00 per month shall be made by the tenth (10th) day of each month commencing on October 1, 2020. The amounts previously paid under the preceding INTERLOCAL AGREEMENT plus these payments shall earn interest at the monthly rate of one-half (½) of one (1) percent.

The accumulated funds collected and earned under the provision of this Article shall be reviewed on an annual basis to determine their adequacy towards meeting the goal of replacing the 2015 Pierce Pumper by September 30, 2027. The monthly contribution shall be adjusted on an annual basis to assure sufficiency of funding of the replacement engine. All payments by WILTON MANORS to FORT LAUDERDALE shall be made without invoice.

10.2.2 As a condition of the exercise of the option to renew as provided in Article 13 of this Interlocal Agreement, the Contract Administrators shall agree upon a replacement schedule for the engine replaced under Article 10.2.1. This schedule plus the earnings rate of one-half (½) of one (1) percent per month shall serve as the basis for WILTON MANORS' monthly contribution to the vehicle replacement reserve.

10.3 In the event of termination of this Agreement, FORT LAUDERDALE shall return to WILTON MANORS all monies received from WILTON MANORS and held on account in a vehicle replacement account at date of termination with interest at the rate provided in Article 10.2.1.

10.4 Upon the retirement of the 2015 Pierce Pumper from service by FORT LAUDERDALE, it will be returned to WILTON MANORS or WILTON MANORS may place the Engine in the next FORT LAUDERDALE auction and receive all monies received for its sale less all normal and customary auction charges.



10.5 WILTON MANORS shall pay FORT LAUDERDALE the operation and maintenance charge for one fire engine according to the schedule established by FORT LAUDERDALE Fleet Management for like equipment, which is currently \$3,386.00 per month. Said payment shall be made without invoice from FORT LAUDERDALE by the 10th day of each month by electronic federal funds wire transfer, beginning October 1, 2020. The monthly operation and maintenance charge may be adjusted annually according to the policies and procedures of the Fleet Division.

## **ARTICLE 11** **REPORTING**

11.1 A report indicating all calls for service within WILTON MANORS shall be maintained and available daily to WILTON MANORS' Contract Administrator. The report shall contain, at a minimum, the following: time call received by the Broward County Regional Communications Center, time of dispatch, identification of units dispatched, classification of call, time en route and time of arrival.

11.2 FORT LAUDERDALE shall submit a quarterly report on the status and activities of the fire rescue services provided to WILTON MANORS during FORT LAUDERDALE'S fiscal year pursuant to this Interlocal Agreement. Upon request, FORT LAUDERDALE shall submit a report by the 15th of the month following the completion of each quarter (April, July, October and January) during the term of this Interlocal Agreement and any renewal periods.

## **ARTICLE 12** **CONSIDERATION**

12.1 Commencing October 1, 2020, WILTON MANORS will make monthly payments to FORT LAUDERDALE based on the annual service fee as calculated in Exhibit 2. Payments shall be made on or before the 10th calendar day of each month. Said payment shall be made without invoice from FORT LAUDERDALE. The annual service fee shall not increase by more than ten (10) percent in any year.

12.2 WILTON MANORS will pay FORT LAUDERDALE within fifteen (15) days of receipt of the invoice for maintenance and repair of equipment and apparatus based on invoices received.

12.3 The following expenses are not covered under the consideration and WILTON MANORS will pay separately for the following items and services:

- (1) Maintenance and repair of equipment owned by WILTON MANORS.
- (2) Capital Outlay.
- (3) Fuel for equipment owned by WILTON MANORS.
- (4) Cost of EMS/Fire Watch details.

12.4 The following revenues are to be retained by FORT LAUDERDALE:

- (1) FEMA reimbursements related to the performance of this Agreement.
- (2) Inter-facility transfer fees, which will only result from transfer by FORT LAUDERDALE'S units and will not result in an interruption of service to WILTON MANORS.
- (3) Reimbursements from 3rd party EMS and Fire details.
- (4) Revenues from those companies or persons directly receiving hazardous materials mitigation services.

12.5 The following revenues are to be retained by WILTON MANORS:

- (1) FEMA reimbursement for WILTON MANORS equipment and structures as applied for by WILTON MANORS.
- (2) Costs incurred by WILTON MANORS for public records requests.
- (3) Annual, fire inspection, re-inspection and new occupational license fire inspection fees.
- (4) Code Enforcement Revenues.
- (5) All non-inter-facility ALS/BLS transport services from transports originating from a WILTON MANORS address.
- (6) Chapter 175 Pension Trust Fund Monies to be used for pensions as required and to the extent permitted by law.

12.6 As FORT LAUDERDALE prepares its annual budget, preliminary information regarding the budgetary costs to provide fire protection and emergency medical services to WILTON MANORS will be provided to WILTON MANORS staff with the clear understanding that such information is preliminary and in a formative stage.

12.7 FORT LAUDERDALE will provide to WILTON MANORS a "first level" draft of budgetary costs to provide fire protection and emergency medical services to WILTON MANORS no later than three (3) business days after June 1 of each year, in order to allow WILTON MANORS to include such costs in its budget preparation.

12.8 No later than three (3) business days after receipt of the July 1 Certification of Taxable Value (DR-420), FORT LAUDERDALE will provide to WILTON MANORS budgetary costs to provide fire protection and emergency medical services to WILTON MANORS. By September 1 of each year a final copy of budgetary costs to provide fire protection and emergency medical services will be provided.

12.9 FORT LAUDERDALE will invoice, through its vendor, all fees for those persons receiving ALS/BLS transport services, excluding any inter-facility transfer fees. For those services originating in WILTON MANORS' legally described limits, the fees collected, net of contracted vendor fees, will be remitted to WILTON MANORS.

12.10 If WILTON MANORS desires to use its own vendor for services originated in WILTON MANORS excluding inter-facility transfer fees FORT LAUDERDALE will provide those accounts to WILTON MANORS or WILTON MANORS' vendor providing the vendors software is approved by the Fire Chief or designee.

12.11 WILTON MANORS agrees to pay for the services provided under this Interlocal Agreement. If, during any year of this Interlocal Agreement, WILTON MANORS determines that ad valorem tax revenues or special assessments are not available to fund the services provided by FORT LAUDERDALE, WILTON MANORS 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.

12.12 At the request of WILTON MANORS and with reasonable notice, FORT LAUDERDALE will make its books and records available for audit.

### **ARTICLE 13**

### **TERM OF AGREEMENT**

13.1 This Interlocal Agreement shall commence on October 1, 2020 and shall continue for a period of five (5) years ending on September 30, 2025, unless terminated earlier as provided for herein. No later than April 1, 2025 the Parties shall begin formal discussions of the terms and conditions for the renewal of this contract, and these discussions shall be concluded by September 30, 2025. If new terms and conditions have not been agreed upon by September 30, 2025, this Interlocal Agreement shall automatically renew with the same terms and conditions for an additional period of five (5) years without further action of the parties. If this Interlocal Agreement is renewed for an additional five (5) years, discussions for its further renewal shall begin no later than eighteen (18) months prior to the termination of the Agreement.

### **ARTICLE 14**

### **TERMINATION**

14.1 This Interlocal Agreement may be terminated by either Party upon providing the other Party with eighteen (18) months written notice as provided for herein.

14.2 This Interlocal Agreement shall be deemed automatically terminated and of no further force and effect if WILTON MANORS has filed or consented to the filing of a petition for reorganization or bankruptcy or is otherwise adjudicated insolvent. In such event, WILTON MANORS consents and acknowledges that FORT LAUDERDALE shall have the right to provide such level of fire protection and emergency medical service to WILTON MANORS as FORT LAUDERDALE deems appropriate and shall be entitled to recover the reasonable costs of providing such service through the application of FORT LAUDERDALE'S Fire Rescue Special Assessment Fee or such other means necessary to recover FORT LAUDERDALE'S costs of providing the service.

14.3 This Interlocal Agreement provides in Article 15, "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.

14.4 In the event of termination or expiration of this Interlocal Agreement, FORT LAUDERDALE and WILTON MANORS shall cooperate in good faith in order to effectuate a smooth and harmonious transition from FORT LAUDERDALE to the WILTON MANORS Fire Rescue service provider and to maintain during such period of transition the same high quality of fire rescue services as contemplated by this Interlocal Agreement.

## **ARTICLE 15** **DEFAULT**

15.1 Notwithstanding a Party's right to terminate this Interlocal Agreement as set forth in Article 14 above, this Interlocal Agreement may be terminated for cause by either Party if the breach is material and the party in breach has not corrected the breach within thirty (30) calendar days after receipt of written notice from the other Party identifying the breach.

15.1.1 FORT LAUDERDALE shall be deemed in material breach of this Interlocal Agreement if FORT LAUDERDALE:

- (a) Ceases to possess all necessary licenses for the provision of services under this Interlocal Agreement; and
- (b) Fails to possess a Class - 1 ALS Certificate of Public Convenience and Necessity.

15.1.2 WILTON MANORS shall be deemed in material breach of this Interlocal agreement if WILTON MANORS:

- (a) Fails to make any required payment under this Interlocal Agreement; and
- (b) Fails to possess a Class - 1 ALS Certificate of Public Convenience and Necessity.

15.2 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 related 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 either 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 16** **INSURANCE**

16.1 FORT LAUDERDALE shall maintain a qualified self-insurance program in the limits specified in Section 768.28, Florida Statutes. FORT LAUDERDALE'S self-insurance program provides general and automobile and Workers Compensation and Employers Liability coverage. FORT LAUDERDALE agrees to provide WILTON MANORS with evidence of said program. In the event the program is modified during the term of this Interlocal Agreement, FORT LAUDERDALE shall provide WILTON MANORS with at least thirty (30) days prior written notice.

16.2 WILTON MANORS shall pay for and maintain its own comprehensive general liability insurance or maintain a self-insuring fund providing general and automobile and workers' compensation and employees liability coverage for the term of this Interlocal agreement in the amount determined by WILTON MANORS to adequately insure WILTON MANORS 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 WILTON MANORS will provide at least thirty (30) days prior written notice to FORT LAUDERDALE.

## **ARTICLE 17** **LIABILITY**

17.1 To the extent provided by law, and excluding the negligence of FORT LAUDERDALE, WILTON MANORS agrees to indemnify and hold harmless FORT LAUDERDALE for all costs, losses and expenses, including, but not limited to, damages to persons or property, and including, but not limited to, judgments and attorneys' fees, arising out of and in connection with this Interlocal Agreement. If called upon by FORT LAUDERDALE, WILTON MANORS shall assume and defend not only itself but also FORT LAUDERDALE in connection with any suit or cause of action, and such defense shall be at no cost or expense whatsoever to FORT LAUDERDALE. Nothing in the foregoing is intended to waive the sovereign immunity of the parties pursuant to Section 768.28, Florida Statutes.

17.2 To the extent provided by law, and excluding the negligence of WILTON MANORS, FORT LAUDERDALE agrees to indemnify and hold harmless WILTON MANORS for all costs, losses and expenses, including, but not limited to, damages to persons or property, and including, but not limited to, judgments and attorneys' fees, arising out of and in connection with this Interlocal Agreement. If called upon by WILTON MANORS, FORT LAUDERDALE shall assume and defend not only itself but also WILTON MANORS in connection with any suit or cause of action, and such defense shall be at no cost or expense whatsoever to WILTON MANORS. Nothing in the foregoing is intended to waive the sovereign immunity of the parties pursuant to Section 768.28, Florida Statutes.

## **ARTICLE 18** **MISCELLANEOUS**

18.1 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.

18.2 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 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 Interlocal agreement.

18.3 Assignment. The respective obligations of the Parties set forth in this Interlocal Agreement shall not be assigned, in whole or in part.

18.4 Records. WILTON MANORS and FORT LAUDERDALE shall each maintain their own respective records and documents associated with this Interlocal Agreement in accordance with the requirements set forth in Florida Statutes.

18.5 Contract Administrators. The Contract Administrators for this Interlocal Agreement are the FORT LAUDERDALE Fire Rescue Department Director (Fire Chief) or designee for FORT LAUDERDALE, and WILTON MANORS' City Manager or designee for WILTON MANORS. 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.

18.6 Recordation/Filing. The City Clerk of FORT LAUDERDALE is hereby authorized and directed after approval of this Interlocal Agreement by the governing body of WILTON MANORS and FORT LAUDERDALE 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.

18.7 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 law's 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.

18.8 Severability. In the event a portion of this Interlocal Agreement is found by a court of competent jurisdiction to be invalid, the remaining provisions shall continue to be effective unless FORT LAUDERDALE or WILTON MANORS elects to terminate this Interlocal Agreement. The election to terminate this Interlocal Agreement based upon this provision shall be made within seven (7) days after the finding by the court becomes final.

18.9 Notices. Whenever either Party desires 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 FORT LAUDERDALE:                      City Manager  
    City of Fort Lauderdale  
    100 North Andrews Avenue  
    Fort Lauderdale, FL 33301

FOR WILTON MANORS:                      City Manager  
    City of Wilton Manors  
    2020 Wilton Drive  
    Wilton Manors, FL 33305

18.10 Nondiscrimination. WILTON MANORS' and FORT LAUDERDALE'S decisions regarding the delivery of services under this Interlocal Agreement shall be made without regard to or consideration of the fact or perception of race, color, creed, religion, national origin, ancestry, age above the age of twenty-one (21), sexual orientation, gender identification, gender, marital status, pregnancy, familial status, veterans status, political affiliation, or physical or mental disability, or association with members of classes protected under this paragraph or in retaliation for opposition to any practices forbidden under this paragraph, or any other factor which cannot be lawfully or appropriately be used as a basis for service delivery.

18.11 Third Party Beneficiaries. Neither WILTON MANORS nor FORT LAUDERDALE 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.

18.12 Performance. WILTON MANORS and FORT LAUDERDALE represent that all persons delivering the services required under this Interlocal Agreement have the knowledge and skills, either by training, experience, education or a combination thereof to adequately and competently perform the duties, obligations and services set forth herein in a skillful and respectable manner.

18.13 Conflicts. Neither Party nor its employees shall have or hold any continuing or frequently recurring employment or contractual relationship that is substantially antagonistic or incompatible with that Party's loyal and conscientious exercise of judgment related to its performance under this Interlocal Agreement.

18.14 Waiver of Breach and Materiality. Failure by either Party to enforce any provision of this Interlocal Agreement shall not be deemed a waiver of such provision or modification of this Interlocal Agreement. A waiver of any breach of a provision of this Interlocal Agreement shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of the terms of this Interlocal Agreement.

FORT LAUDERDALE and WILTON MANORS agree that each requirement, duty and obligation set forth herein is substantial and important to the formation of this Interlocal Agreement and, therefore, is a material term hereof.

18.15 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.

18.16 Priority of Provisions. If there is a conflict or inconsistency between any term, statement, requirement or provision of any exhibit attached hereto, any document of 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, requirement or provision contained in Articles 1 through 18 of this Interlocal Agreement shall prevail and be given effect.

18.17 Multiple Originals. This Interlocal Agreement may be fully executed in two (2) copies by all parties, each of which, bearing originals signatures, shall have the force and effect of an original document.

18.18 List of Exhibits.

Exhibit 1: Municipal boundaries map.

Exhibit 2: Schedule of Annual Service Fees



IN WITNESS OF THE FOREGOING, the parties have set their hands and seals the day and year first written above.

CITY OF FORT LAUDERDALE

ATTEST:

CITY OF FORT LAUDERDALE

\_\_\_\_\_  
Jeffrey A. Modarelli  
City Clerk

By: \_\_\_\_\_  
Christopher J. Lagerbloom, ICMA-CM  
City Manager

APPROVED AS TO FORM:

By: \_\_\_\_\_  
Rhonda Montoya Hasan  
Assistant City Attorney

WILTON MANORS

WITNESSES:

CITY OF WILTON MANORS

\_\_\_\_\_

By: \_\_\_\_\_  
Mayor

\_\_\_\_\_

By: \_\_\_\_\_  
City Manager

(CORPORATE SEAL)

ATTEST:

\_\_\_\_\_  
City Clerk

Approved as to form:

\_\_\_\_\_  
City Attorney

Exhibit 1

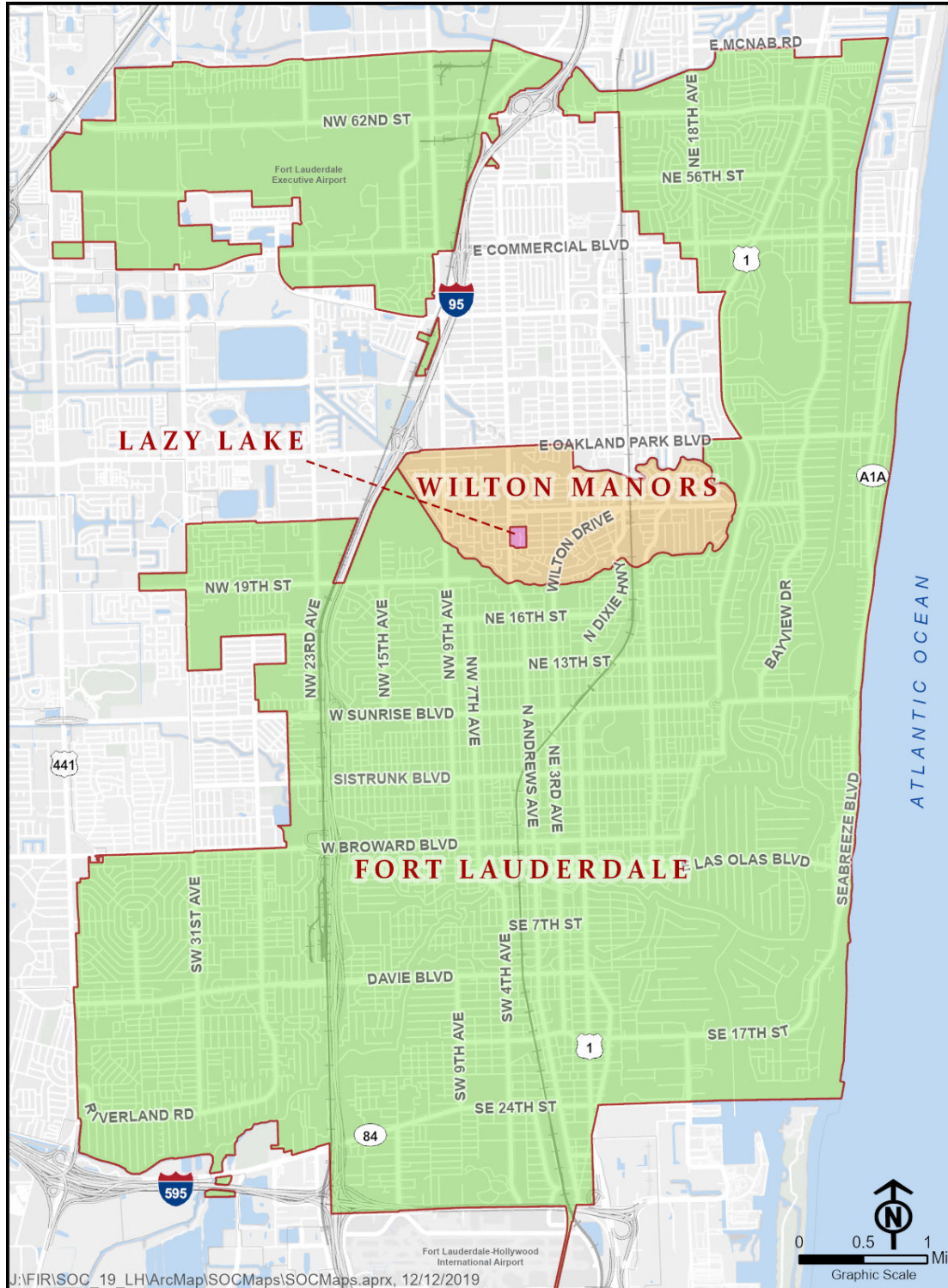


Exhibit 2

Exhibit 2							
Annual Service Fees							
Fiscal Year 2021							
Categories			Engine 16		Rescue 16		Total Costs
Personnel Costs			\$1,769,350		\$1,100,746		\$2,870,096
Operating Costs			\$272,348		\$222,280		\$494,629
Total Direct Costs			\$2,041,698		\$1,323,026		\$3,364,725
Overhead Charges - Personnel Costs							
General Fund		5.47%	\$111,699		\$72,381		\$184,081
Fire Administration		5.95%	\$121,493		\$78,728		\$200,221
Total Allocated Costs			\$2,274,890		\$1,474,136		\$3,749,026
Annual Fire Investigation Services							\$2,458
							\$3,751,485
FY 2021 Allowance							(\$365,281)
FY 2021 Annual Service Fee							\$3,386,204