



# Southwest Ranches Town Council

REGULAR MEETING  
Agenda of August 10, 2023

Southwest Ranches Council Chambers  
7:00 PM Thursday

13400 Griffin Road  
Southwest Ranches, FL 33330

<b><u>Mayor</u></b> Steve Breitreuz	<b><u>Town Council</u></b> Bob Hartmann Gary Jablonski	<b><u>Town Administrator</u></b> Andrew D. Berns, MPA	<b><u>Town Attorney</u></b> Keith M. Poliakoff, J.D.
<b><u>Vice Mayor</u></b> Jim Allbritton	David Kuczenski, Esq.	<b><u>Town Financial Administrator</u></b> Emil C. Lopez, CPM	<b><u>Assistant Town Administrator/Town Clerk</u></b> Russell C. Muniz, MPA

In accordance with the Americans with Disabilities Act of 1990, persons needing special accommodation, a sign language interpreter or hearing impaired to participate in this proceeding should contact the Town Clerk at (954) 434-0008 for assistance no later than four days prior to the meeting.

**1. Call to Order/Roll Call**

**2. Pledge of Allegiance**

**3. Public Comment**

- All Speakers are limited to 3 minutes.
- Public Comment will last for 30 minutes.
- All comments must be on non-agenda items.
- All Speakers must fill out a request card prior to speaking.
- All Speakers must state first name, last name, and mailing address.
- Speakers will be called in the order the request cards were received.
- Request cards will only be received until the first five minutes of public comment have concluded.

**4. Board Reports**

**5. Council Member Comments**

**6. Legal Comments**

**7. Administration Comments**

**Ordinance - 1st Reading**

- 8. AN ORDINANCE OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, AMENDING THE TOWN OF SOUTHWEST RANCHES UNIFIED LAND DEVELOPMENT CODE PERTAINING TO THE USE OF HELICOPTERS WITHIN THE TOWN; PROVIDING FOR CONFLICT; PROVIDING FOR SEVERABILITY; AND, PROVIDING FOR AN EFFECTIVE DATE. {Second Reading to be held on August 24, 2023}**

**Resolutions**

- 9. A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, APPROVING A NEW INTERLOCAL AGREEMENT BETWEEN THE TOWN OF SOUTHWEST**

**RANCHES AND THE TOWN OF DAVIE FOR THE DELIVERY OF PUBLIC SAFETY SERVICES, INCLUDING EMERGENCY MEDICAL, FIRE PROTECTION, FIRE & LIFE SAFETY, AND POLICE SERVICE; AUTHORIZING THE MAYOR, TOWN ADMINISTRATOR AND TOWN ATTORNEY TO EXECUTE SAID AGREEMENT; AND PROVIDING AN EFFECTIVE DATE.**

- 10. A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, REPEALING RESOLUTION NO. 2023-051, ADOPTED ON MAY 25, 2023, AND APPROVING A NEW INTERLOCAL AGREEMENT WITH BROWARD COUNTY TO PARTICIPATE AS A MUNICIPAL PARTY IN AN INDEPENDENT LEGAL ENTITY KNOWN AS THE SOLID WASTE DISPOSAL AND RECYCLABLE MATERIALS PROCESSING AUTHORITY OF BROWARD COUNTY, FLORIDA, ATTACHED HERETO AS EXHIBIT "A" AND INCORPORATED HEREIN AND AUTHORIZING THE PROPER TOWN OFFICIALS TO EXECUTE; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.**

**11. Approval of Minutes**

- a. June 22, 2023 Regular Meeting**

**12. Appointments**

- a. Solid Waste Authority Governing Board Delegate**
- b. Solid Waste Authority Governing Board Alternate**
- c. Solid Waste Authority Technical Advisory Committee**

**13. Adjournment**

PURSUANT TO FLORIDA STATUTES 286.0105, THE TOWN HEREBY ADVISES THE PUBLIC THAT IF A PERSON DECIDES TO APPEAL ANY DECISION MADE BY THIS COUNCIL WITH RESPECT TO ANY MATTER CONSIDERED AT ITS MEETING OR HEARING, HE OR SHE WILL NEED A RECORD OF THE PROCEEDINGS, AND THAT FOR SUCH PURPOSE, THE AFFECTED PERSON MAY NEED TO ENSURE THAT A VERBATIM RECORD OF THE PROCEEDING IS MADE, WHICH RECORD INCLUDES THE TESTIMONY AND EVIDENCE UPON WHICH THE APPEAL IS TO BE BASED. THIS NOTICE DOES NOT CONSTITUTE CONSENT BY THE TOWN FOR THE INTRODUCTION OR ADMISSION OF OTHERWISE INADMISSIBLE OR IRRELEVANT EVIDENCE, NOR DOES IT AUTHORIZE CHALLENGES OR APPEALS NOT OTHERWISE ALLOWED BY LAW.



**Town of Southwest Ranches**  
**13400 Griffin Road**  
**Southwest Ranches, FL 33330-**  
**2628**

**(954) 434-0008 Town Hall**  
**(954) 434-1490 Fax**

**Town Council**  
**Steve Breitkreuz, Mayor**  
**Jim Allbritton, Vice Mayor**  
**Bob Hartmann, Council Member**  
**Gary Jablonski, Council Member**  
**David Kuczenski, Esq., Council Member**

**Andrew D. Berns, MPA, Town Administrator**  
**Keith M. Poliakoff, JD, Town Attorney**  
**Russell Muniz, MPA, Assistant Town Administrator/Town Clerk**  
**Emil C. Lopez, CPM, Town Financial Administrator**

### **COUNCIL MEMORANDUM**

**TO:** Honorable Mayor Breitkreuz and Town Council  
**VIA:** Andrew D. Berns, Town Administrator  
**FROM:** Keith Poliakoff, Town Attorney  
**DATE:** 8/10/2023  
**SUBJECT:** Helicopter Ordinance

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#### **Recommendation**

Town Council consideration for a motion to approve the ordinance.

#### **Unanimous Vote of the Town Council Required?**

No

#### **Strategic Priorities**

A. Sound Governance

#### **Background**

The Town is a rural residential and agrarian community that seeks to preserve its rural lifestyle.

Helicopters generate extreme sound, which has been found to impact farm animals by creating extreme stress and fertility problems; and

The Town believes that it is in the best interest of the health, safety, and welfare of the Town and its residents to regulate the use of helicopters within the Town.

#### **Fiscal Impact/Analysis**

None.

**Staff Contact:**

Keith Poliakoff, Town Attorney

**ATTACHMENTS:**

Description	Upload Date	Type
Helicopter Ordinance - TA Approved	8/1/2023	Ordinance

**ORDINANCE NO. 2023 - XXXX**

**AN ORDINANCE OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, AMENDING THE TOWN OF SOUTHWEST RANCHES UNIFIED LAND DEVELOPMENT CODE PERTAINING TO THE USE OF HELICOPTERS WITHIN THE TOWN; PROVIDING FOR CONFLICT; PROVIDING FOR SEVERABILITY; AND, PROVIDING FOR AN EFFECTIVE DATE**

**WHEREAS**, the Town is a rural residential and agrarian community that seeks to preserve its rural lifestyle; and

**WHEREAS**, helicopters generate extreme sound, which has been found to impact farm animals by creating extreme stress and fertility problems; and

**WHEREAS**, the Town believes that it is in the best interest of the health, safety, and welfare of the Town and its residents to regulate the use of helicopters within the Town;

**NOW, THEREFORE, BE IT ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA:**

**SECTION 1: Ratification.** That the foregoing "WHEREAS" clauses are hereby ratified and confirmed as being true and correct and are hereby made a specific part of this Ordinance.

**SECTION 2: Text Amendment.** The Town of Southwest Ranches' Unified Landed Development Code shall be amended to include the following provision:

Use of helicopters within the Town

Aside from emergency services providers, law enforcement, and in the case of an emergency, no helicopter may land or takeoff within the Town.

The Town Council, upon a super majority vote, may approve a limited permit for helicopter landings and/or takeoffs provided that the applicant is able to demonstrate the following:

- (1) That residents within 1,500 feet of the site have been notified of the request;
- (2) That the request is limited to a specific date and time;
- (3) That the request will not be deleterious to the surrounding community;
- (4) That there is no livestock maintained within 500 feet;

- (5) That the request has been made at least 90 days in advance; and
- (6) That the landing and/or takeoff site meet FAA standards.

A violation of this provision shall be deemed to cause irreparable harm to the community and shall be enforced to the maximum amount allowed by law.

Nothing herein seeks to usurp the Federal Aviation Administration’s regulation of aeronautic travel. If any of the provisions stated herein conflict with any state or federal law to the contrary, such state or federal law shall take precedence.

**SECTION 3: Conflict:** All Ordinances or parts of Ordinances, Resolutions or parts of Resolutions in conflict herewith, be and the same are hereby repealed to the extent of such conflict.

**SECTION 4: Severability:** If any word, phrase, clause, sentence or section of this Ordinance is, for any reason, held unconstitutional or invalid, the invalidity thereof shall not affect the validity of the remaining portions of this Ordinance.

**SECTION 5: Effective Date:** This Ordinance shall be effective immediately upon its adoption.

**PASSED ON FIRST READING** this \_\_\_\_ day of August, 2023 on a motion made by \_\_\_\_\_ and seconded by \_\_\_\_\_.

**PASSED AND ADOPTED ON SECOND READING** this \_\_\_\_ day of September, 2023 on a motion made by \_\_\_\_\_ and seconded by \_\_\_\_\_.

Breitkreuz \_\_\_\_  
Allbritton \_\_\_\_  
Hartmann \_\_\_\_  
Jablonski \_\_\_\_  
Kuczenski \_\_\_\_

Ayes \_\_\_\_  
Nays \_\_\_\_  
Absent \_\_\_\_  
Abstaining \_\_\_\_

**[Signatures on Following Page]**

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Steve Breitzkreuz, Mayor

Attest:

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Russell Muñiz, Assistant Town Administrator/Town Clerk

Approved as to Form and Correctness

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Keith M. Poliakoff, J.D.  
1001.2346.01

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**Town of Southwest Ranches**  
**13400 Griffin Road**  
**Southwest Ranches, FL 33330-2628**

**(954) 434-0008 Town Hall**  
**(954) 434-1490 Fax**

**Town Council**  
**Steve Breitreuz, Mayor**  
**Jim Allbritton, Vice Mayor**  
**Bob Hartmann, Council Member**  
**Gary Jablonski, Council Member**  
**David Kuczenski, Esq. Council Member**

**Andrew D. Berns, MPA, Town Administrator**  
**Keith M. Poliakoff, JD, Town Attorney**  
**Russell Muniz, MPA, Assistant Town Administrator/Town Clerk**  
**Emil C. Lopez, CPM, Town Financial Administrator**

## **COUNCIL MEMORANDUM**

**TO:** Honorable Mayor Breitreuz and Town Council  
**VIA:** Andrew D. Berns, Town Administrator  
**FROM:** Emil C. Lopez, Town Financial Administrator  
**DATE:** 8/10/2023  
**SUBJECT:** Davie Public Services ILA

### **Recommendation**

It is recommended that the Town Council approves an agreement between the Town of Southwest Ranches, FL and the Town of Davie, FL for the delivery of Public Safety Services, including Emergency Medical, Fire Protection, Fire and Life Safety, and Police Services.

### **Unanimous Vote of the Town Council Required?**

No

### **Strategic Priorities**

- A. Sound Governance
- B. Enhanced Resource Management
- C. Reliable Public Safety
- E. Cultivate a Vibrant Community

### **Background**

On May 3, 2012, the Town of Southwest Ranches adopted Resolution No. 2012-046 entering into a five-year agreement with the Town of Davie for the delivery of Emergency Medical, Fire Protection, Fire and Life Safety Services. On November 19, 2013, the Town of Southwest Ranches adopted Resolution No. 2014-010 entering into a five-year agreement with the Town of Davie for the delivery of Police Services.

On June 8, 2017, the Town Council adopted Resolution No. 2017-46 entering into a five-year agreement with the Town of Davie for the delivery of Public Safety Services, including Emergency Medical, Fire Protection, Fire and Life Safety, and Police Services. At that time, Town Council approved to combine the Police Services agreement and the agreement for Emergency Medical, Fire Protection, and Fire & Life Safety services. The new agreement commenced on October 1, 2017. On September 22, 2022, the Town Council adopted Resolution No. 2022-081 amending the agreement and extending it for an additional year thru September 30, 2023 to allow the parties to work towards a new long-term agreement.

The Town of Southwest Ranches and the Town of Davie are desirous of continuing with the services and have agreed on a contract for Public Safety Services for ten (10) years to commence on October 1, 2023, and to end on September 30, 2033.

**Fiscal Impact/Analysis**

The provision of Public Safety services is perhaps the greatest responsibility we have in protecting the residents of Southwest Ranches. The current contract with the Town of Davie has served us well, as we have been treated as equal partners and not merely customers. The Town of Davie Chief and their staffs in both the Davie Police Department and Fire Rescue have always been immediately accessible and accommodating in addressing any issues or concerns we may have.

The contracted services in this agreement require a major capital investment in both personnel and equipment. By entering into this 10-year contract, both Southwest Ranches and Davie will have long term cost certainty necessary to best protect our residents today and into the future.

The agreement calls for an annual increase of 4.5% for the first five (5) years (October 1, 2023 – September 30, 2028) and 5% increase for the remainder five (5) years (October 1, 2028 – September 30, 2033).

Fiscal Year	Annual (CPI) Increase	Annual Cost
2023-2024	4.50%	7,519,359
2024-2025	4.50%	7,857,730
2025-2026	4.50%	8,211,328
2026-2027	4.50%	9,972,636
2027-2028	4.50%	11,762,451
2028-2029	5.00%	12,350,574
2029-2030	5.00%	12,968,103
2030-2031	5.00%	13,616,508
2031-2032	5.00%	14,297,333
2032-2033	5.00%	15,012,199

Additionally, the agreement requires the Town to budget for an ALS Rescue Unit which shall be put into service to serve the Town no later than the start of fiscal year 2025. Prior to January 1, 2031, the Town of Davie shall order a Fire Apparatus that shall be put in service to serve the Town no later than September 30, 2031, and for which the Town is responsible for

funding. It should be noted the agreement calls for the Town of Davie to purchase up to two new and equipped police vehicles annually to patrol the Town. The Town of Davie will invoice the Town for the cost of the new vehicle(s) upon its purchase. This provision mirrors language that exists in the current agreement.

**Staff Contact:**

Andrew D. Berns, Town Administrator  
Russell Muniz, Assistant Town Administrator/Town Clerk  
Emil Lopez, Town Financial Administrator

**ATTACHMENTS:**

Description	Upload Date	Type
New Public Safety Interlocal Agreement With Davie - TA Approved	8/3/2023	Resolution
Proposed Public Safety Services Agreement Between Davie and SWR	8/3/2023	Agreement

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**RESOLUTION NO. 2023 - XXX**

**A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, APPROVING A NEW INTERLOCAL AGREEMENT BETWEEN THE TOWN OF SOUTHWEST RANCHES AND THE TOWN OF DAVIE FOR THE DELIVERY OF PUBLIC SAFETY SERVICES, INCLUDING EMERGENCY MEDICAL, FIRE PROTECTION, FIRE & LIFE SAFETY, AND POLICE SERVICE; AUTHORIZING THE MAYOR, TOWN ADMINISTRATOR AND TOWN ATTORNEY TO EXECUTE SAID AGREEMENT; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, both the Town of Southwest Ranches ("Ranches") and the Town of Davie ("Davie") are contiguous municipalities located within Broward County, Florida; and

**WHEREAS**, on May 3, 2012, Ranches adopted Resolution No. 2012-046 entering into a five-year agreement with Davie for the delivery of emergency medical, fire protection, and fire prevention services; and

**WHEREAS**, on November 19, 2013, Ranches adopted Resolution No. 2014-010, entering into a five-year agreement with Davie for the delivery of police services; and

**WHEREAS**, on June 8, 2017, via Resolution 2017-046 the Town adopted a five-year agreement with the Town of Davie combining both the police and fire services into one unified agreement in order to maintain continuity of all public safety services for the Town; and

**WHEREAS**, the Public Safety Services agreement was set to expire on September 30, 2022 and therefore both parties entered into a one year extension of the Public Safety Services Agreement which the Town adopted on September 22, 2022 via Resolution 2022-081; and

**WHEREAS**, Ranches and Davie are desirous of entering into a new interlocal agreement, pursuant to 166.0495, Florida Statutes, whereby Davie would provide such public safety services to Ranches for an additional ten-year term commencing on October 1, 2023 by entering into the Interlocal Agreement in substantially the same form as that attached hereto as Exhibit "A"; and

**WHEREAS,** Ranches believes that entering into this Interlocal Agreement is in the best interest, of the health, safety, and welfare of its residents; and

**WHEREAS,** Davie believes that entering into this Interlocal Agreement is in the best interest, of the health, safety, and welfare of its residents; and

**WHEREAS,** the Ranches and Davie believe that the Interlocal Agreement, and terms and conditions stated therein, are mutually beneficial and that it is in the best interest of the public to enter into this Interlocal Agreement;

**NOW, THEREFORE, BE IT RESOLVED** by the Town Council of the Town of Southwest Ranches, Florida, as follows:

**Section 1.** The above recitals are true and correct and are incorporated herein by reference.

**Section 2.** The Town Council hereby approves the Interlocal Agreement between the Town of Southwest Ranches and the Town of Davie for the delivery of public safety services, including emergency medical, fire protection, fire & life safety, and police services, in substantially the same form as that attached hereto as Exhibit "A".

**Section 3.** The Town Council hereby authorizes the Mayor, Town Administrator and Town Attorney to enter into the Interlocal Agreement in substantially the same form as that attached hereto as Exhibit "A" and to make such modifications, additions and/or deletions which they deem necessary and proper to effectuate the intent of this Resolution.

**Section 4.** Effective Date. This Resolution shall become effective immediately upon its adoption.

**PASSED AND ADOPTED** by the Town Council of the Town of Southwest

Ranches, Florida, this 10th day of August, 2023, on a motion by

\_\_\_\_\_ and seconded by \_\_\_\_\_.

Breitkreuz \_\_\_\_\_  
Allbritton \_\_\_\_\_  
Hartmann \_\_\_\_\_  
Jablonski \_\_\_\_\_  
Kuczesnki \_\_\_\_\_

Ayes \_\_\_\_\_  
Nays \_\_\_\_\_  
Absent \_\_\_\_\_  
Abstaining \_\_\_\_\_

\_\_\_\_\_  
Steve Breitkreuz, Mayor

ATTEST:

\_\_\_\_\_  
Russell Muñiz, Assistant Town Administrator/Town Clerk

Approved as to Form and Correctness:

\_\_\_\_\_  
Keith Poliakoff, J.D., Town Attorney  
1001.2340.01

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**AGREEMENT**

**BETWEEN**

**THE TOWN OF DAVIE**

**a n d**

**THE TOWN OF SOUTHWEST RANCHES**

**f o r**

**DELIVERY OF PUBLIC SAFETY SERVICES,  
INCLUDING EMERGENCY MEDICAL, FIRE  
PROTECTION,  
FIRE & LIFE SAFETY, AND POLICE  
SERVICES**

RECEIVED – JUNE 12, 2023 (From Davie)

# INDEX

## GENERAL PROVISIONS

<b>Article 1:</b> Background Purpose and Intent	P. 4
<b>Article 2:</b> Definitions and Identifications	P. 4-6
<b>Article 3:</b> Term of Agreement	P. 7
<b>Article 4:</b> Consideration	P. 7-9

## EMERGENCY MEDICAL, FIRE PROTECTION, AND FIRE & LIFE SAFETY

<b>Article 5:</b> General Emergency Medical, Fire Protection, and Fire & Life Safety Terms and Conditions	P. 9 - 11
<b>Article 6:</b> Delivery of Emergency Medical & Fire Protection Services	P. 11-13
<b>Article 7:</b> Fire & Life Safety Services	P. 13- 14
<b>Article 8:</b> Emergency Medical & Fire Protection Communications	P. 14- 15
<b>Article 9:</b> Volunteers	P. 15-16
<b>Article 10:</b> Emergency Medical & Fire Protection Special Details	P. 16
<b>Article 11:</b> Medical Direction	P. 17
<b>Article 12:</b> Control of Fire, Emergency or Disaster Scene	P. 17
<b>Article 13:</b> Emergency Medical & Fire Protection Vehicles	P. 17-18
<b>Article 14:</b> Ranches Fire Station	P. 18-19
<b>Article 15:</b> Delivery of Emergency Medical, Fire Protection, and Fire & Life Safety Reporting	P. 19

## POLICE SERVICES

<b>Article 16:</b> Description of Police Services	P. 20-23
<b>Article 17:</b> Police Staffing	P. 23-25
<b>Article 18:</b> Assignment of Police Powers	P. 25-26
<b>Article 19:</b> Quarterly Goals and Objectives	P. 26
<b>Article 20:</b> Police Reports	P. 26-27
<b>Article 21:</b> Police Vehicles	P. 27
<b>Article 22:</b> Police Vehicle & Equipment Transfer	P. 27-28
<b>Article 23:</b> Ranches Police Headquarters	P. 28
<b>Article 24:</b> Fines, Forfeitures, Revenues: Payment	P. 28-29
<b>Article 25:</b> Towing	P. 29

**GENERAL PROVISIONS**

<b>Article 26:</b>	Termination	P. 30
<b>Article 27:</b>	Transition	P. 30
<b>Article 28:</b>	Default	P. 31
<b>Article 29:</b>	Insurance	P. 31
<b>Article 30:</b>	Liability	P. 31 - 32
<b>Article 31:</b>	Miscellaneous	P. 32 - 36

This Agreement is made by and between the TOWN OF DAVIE, a municipal corporation of the State of Florida (hereinafter referred to as "DAVIE"), and the TOWN OF SOUTHWEST RANCHES, a municipal corporation of the State of Florida (hereinafter referred to as "RANCHES"). This Agreement reflects the material and operational terms that have been agreed to, by the respective representatives.

WHEREAS, DAVIE and RANCHES desire to enter into this Agreement to provide for the delivery of emergency medical, fire protection, fire & life safety, and police services by DAVIE to RANCHES and to specify how such emergency medical, fire & life safety, fire prevention, and police services will be provided; and

WHEREAS, DAVIE currently operates a Fire Rescue Department and a Police Department that meets all of the standards of the National and State fire and life safety codes; and

WHEREAS, DAVIE and RANCHES believe that the following terms and conditions are mutually beneficial and that it is in the best interest of the public to enter into this Agreement.

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

## A R T I C L E 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 Agreement 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 DAVIE and RANCHES find the method of delivery of emergency medical, fire protection, fire & life safety, and police services set forth in this 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

### DEFINITIONS AND IDENTIFICATIONS

- 2.1 **Agreement** — means this document, **Articles 1 through 31**, inclusive. Other terms and conditions are included in the exhibits and documents that are expressly incorporated by reference.
- 2.2 **ALS** – Advanced Life Support

- 2.3 **Applicable Laws** — shall mean all provisions of constitutions, statutes, laws, rules, ordinances, regulations, charters and orders of governmental bodies or regulatory agencies applicable to the subject matter.
- 2.4 **BLS – Basic Life Support**
- 2.5 **Consideration** — shall mean the monthly payment and other amounts payable by RANCHES hereunder in consideration of the services performed by DAVIE, as set forth herein.
- 2.6 **Davie** — shall mean the Town of Davie, a municipal corporation organized and existing under the laws of the State of Florida and located within the boundaries of Broward County, Florida.
- 2.7 **Davie Administrator** — shall mean the duly appointed and validly existing Administrator of the Town of Davie, or his/her designee.
- 2.8 **Davie Police Chief**— shall mean the duly appointed and validly existing Police Chief of the Town of Davie, or his/her designee.
- 2.9 **Davie Police Department Employees** —shall mean DAVIE police employees who possess the necessary qualifications and experience to provide police and support services to the RANCHES.
- 2.10 **Davie Station 91** — shall mean the Davie fire station generally located at 6101 SW 148<sup>th</sup> Avenue (Volunteer Road).
- 2.11 **Effective Date** — shall mean October 1, 2023.
- 2.12 **Emergency Medical Services (EMS)** — shall mean those basic life support and advanced life support services defined in Section 401.23, Florida Statutes, as may be amended from time to time.
- 2.13 **Extraordinary Investigation** – shall mean any investigation that is outside the traditional scope of services provided by a municipal police force, municipal fire rescue services or municipal fire and life safety services.
- 2.14 **Fire & Life Safety Services** — shall mean fire prevention programs and activities including, but not limited to, personnel; inspection services; plan review; and associated fire investigations; inspection of dry hydrants (fire wells) per NFPA 1142; public and staff education; and enforcement of applicable Fire Codes.
- 2.15 **Fire Protection Services** — shall mean all fire suppression calls, hazardous conditions responses; and the management of all emergency equipment, emergency personnel and emergency incident scenes.
- 2.16 **Interlocal Agreement** — shall mean this Interlocal Agreement for Public Safety Services, including Emergency Medical, Fire Protection, Fire & Life Safety, and Police Services between the DAVIE and RANCHES, including all exhibits thereto.
- 2.17 **Lien** — shall mean any lien, security interest, pledge, mortgage, easement, leasehold,

assessment, covenant, restriction, reservation, conditional sale, prior assignment, or any other encumbrance, claim, burden or charge of any nature whatsoever.

- 2.18 **Out of Service** — shall mean the apparatus and/or personnel assigned to the geographic area that are not available to respond to an emergency incident.
- 2.19 **Patrol Officer** — shall mean a uniformed DAVIE Police Department officer who is servicing a patrol zone.
- 2.20 **Patrol Zone** — shall mean the geographic service area, as specifically delineated herein, in which DAVIE Police Department employees are assigned.
- 2.21 **Police Services** — shall mean the aggregate of all police related services provided by DAVIE pursuant to this Interlocal Agreement.
- 2.22 **Ranches** — shall mean the Town of Southwest Ranches, a municipal corporation organized and existing under the laws of the State of Florida and located within the boundaries of Broward County, Florida.
- 2.23 **Ranches Administrator** — shall mean the duly appointed and validly existing Administrator of the Town of Southwest Ranches, or his/her designee.
- 2.24 **Ranches Police Headquarters** — shall mean the Town Hall of RANCHES, or other such premises in which certain DAVIE Police Department employees, as specified herein, will maintain their offices.
- 2.25 **Ranches Town Hall** — shall mean the Town Hall of RANCHES, the premises in which certain DAVIE Police Department employees, as specified herein, will currently maintain their offices.
- 2.26 **Ranches' Fire Station** — shall mean the Town of Southwest Ranches' property located at 17220 Griffin Road, or such future site to be selected after consultation with DAVIE.
- 2.27 **Response Time** — shall mean the elapsed time period from the time Davie receives notice of the required dispatch until the appropriate unit arrives on the scene of the incident as recorded by the Communications Center.
- 2.28 **Service Area** — shall mean the geographic area that includes all areas within the corporate limits of the Town of Southwest Ranches, as may be amended from time to time. As it relates solely to Police Service, service area shall also mean a portion of DAVIE generally known as Ivanhoe.
- 2.29 **Term** — shall mean the length of this Interlocal Agreement, ten (10) years, and any extensions thereto.
- 2.30 **Volunteers** — shall mean the Town of Southwest Ranches Volunteer Fire-Rescue, Inc. For purposes of this Agreement, the term Volunteers shall also refer to career firefighters who are currently paid stipends by RANCHES and are not required or mandated for the delivery of the services contained herein.

ARTICLE 3

TERM OF AGREEMENT

- 3.1 This Agreement shall be for a ten (10) year term, commencing on October 1, 2023 and terminating on September 30, 2033, and shall replace all prior written agreements or oral understandings reached between the parties. On or before March 1, 2032, the parties shall meet in good faith to discuss an additional term. In the event that the parties are unable to execute a written renewal contract by March 1, 2033, this Agreement shall automatically terminate on September 30, 2033. If there is no renewal by March 1, 2033, but the RANCHES requests DAVIE to continue to offer services after September 30, 2033, the contract will increase by 6.5% for up to twelve (12) months.
- 3.2 This Interlocal Agreement may be terminated only as provided for herein unless otherwise agreed upon in writing by the parties.

ARTICLE 4

CONSIDERATION

- 4.1 By the fifteenth (15<sup>th</sup>) day of each month, in consideration of the services contained herein, RANCHES agrees to pay DAVIE from any or all legal revenue sources available to it, or which may be available to it, as follows:

Commencing Fiscal Year 2024 (October 1, 2023—September 30, 2024): RANCHES shall pay DAVIE Seven Million Five Hundred Nineteen Thousand Three Hundred and Fifty-Nine Dollars (\$7,519,359.00) in twelve (12) equal payments of Six Hundred Twenty-Six Thousand Six Hundred and Thirteen Dollars and Twenty Five Cents (\$626,613.25).

No later than April 1, 2027, DAVIE shall hire nine (9) Firefighters (with promotions of 4 lieutenants), to serve RANCHES. RANCHES shall pay DAVIE a one-time payment of One Million Three Hundred Ninety One Thousand and Seven Hundred and Ninety Eight Dollars (\$1,391,798.00) for the new fire personnel. Payment shall be included in the fiscal year 2027 annual amount. In accordance with Section 6.5 below, DAVIE shall first look to fill these vacant positions with qualified Volunteers who may desire to work for DAVIE.

If DAVIE moves to a three person per ALS Rescue Unit at anytime during the term of this Agreement, the same model shall apply to RANCHES. DAVIE shall provide RANCHES with three hundred and sixty five (365) days notice. RANCHES monthly payments shall be adjusted accordingly.

For RANCHES accounting purposes only, Fifty Five Percent (55%) of the consideration paid shall be shown as direct payment for fire services, and the remaining Forty Five Percent (45%) shall be for the other services provided

herein.

For fiscal years 2024 through fiscal year 2028 the annual consideration shall be increased by four and a half percent (4.5%). For fiscal years 2029 through 2033 the annual consideration shall be increased by five percent (5%). Future payments shall be made similar to the above monthly payment description, based on the following schedule:

Fiscal Year	Annual Increase (CPI)	Annual Cost
2023-2024	4.50%	7,519,359
2024-2025	4.50%	7,857,730
2025-2026	4.50%	8,211,328
2026-2027	4.50%	9,972,636
2027-2028	4.50%	11,762,451
2028-2029	5.00%	12,350,574
2029-2030	5.00%	12,968,103
2030-2031	5.00%	13,616,508
2031-2032	5.00%	14,297,333
2032-2033	5.00%	15,012,199

4.2 Within thirty days of execution of this Agreement, DAVIE shall order a ALS Rescue Unit which shall be put into service to serve RANCHES no later than the start of fiscal year 2025. The ALS Rescue Unit shall be comparable to the vehicle specified in Section 6.2 at the prevailing rate at the time of purchase. The current cost (2023) is approximately \$450,000. DAVIE shall submit to RANCHES the invoice for the purchase of the unit and RANCHES shall remit payment in full to DAVIE no later than sixty (60) days upon receipt of the invoice. The ALS Rescue Unit shall be titled, insured, and maintained by DAVIE. Prior to January 1, 2031, DAVIE shall order a Fire Apparatus which shall be put in service to serve RANCHES no later than September 30, 2031. The Fire Apparatus shall be selected in good faith between Ranches and Davie, at the prevailing rate at the time of purchase. The current cost (2023) is approximately \$900,000. DAVIE shall submit to RANCHES the invoice for the purchase and RANCHES shall remit payment in full to DAVIE no later than sixty (60) days upon receipt of the invoice. The Fire Apparatus shall be titled, insured, and maintained by DAVIE. Upon termination of this contract, or retirement of the vehicle(s) DAVIE shall transfer title of the ALS Rescue Unit and Fire Apparatus to RANCHES. Any physical items, technology, or equipment purchased by DAVIE and installed within the vehicle(s) not paid for by RANCHES, can be purchased by RANCHES at the then market value for such equipment, based on its age and condition. If RANCHES does not elect to purchase such items, DAVIE shall be permitted to remove said physical items, technology, or equipment purchased by DAVIE upon retirement of the vehicle(s) or termination of this Agreement.

4.3 Fees and Revenues:

- a. The parties acknowledge and agree that DAVIE may invoice, collect, and retain all revenues from those companies or persons directly receiving hazardous materials mitigation services or technical rescue services.



- b. DAVIE shall be entitled to retain fees, subject to Article 10 for: (a) non-RANCHES sponsored events (b) Emergency Medical Services Standby Services; (c) Fire Protection Standby Services; (d) Fire & Life Safety Standby Services; (e) Non-RANCHES Special Event Permits; and (f) After Hour Inspection Services.
  - c. When applicable, DAVIE shall confirm that a RANCHES permit has been obtained prior to agreeing to provide such service. DAVIE will not need a permit to provide details to the RANCHES.
- 4.4 RANCHES agrees to take all action necessary to ensure that DAVIE is lawfully empowered to invoice and to collect the fees described above, except as provided herein.
- 4.5 DAVIE shall consult with RANCHES prior to performing an Extraordinary Investigation on behalf of Ranches. In the event DAVIE performs an Extraordinary Investigation on behalf of RANCHES during the term of this Agreement, RANCHES shall fully reimburse DAVIE for the actual costs incurred in relation to the Extraordinary Investigation. DAVIE shall submit to RANCHES an invoice detailing the costs and RANCHES shall remit payment within sixty (60) days of receipt of the invoice. DAVIE shall support any efforts made by RANCHES to seek reimbursement for same.
- 4.6 At the start of each fiscal year during the term of this Agreement, Davie shall provide, for RANCHES execution , an application for Chapter 175 funds through the State of Florida. RANCHES shall remit all funding received to DAVIE within thirty (30) days of clearance of said funds.

## ARTICLE 5

### GENERAL EMERGENCY MEDICAL, FIRE PROTECTION, AND FIRE & LIFE SAFETY TERMS AND CONDITIONS

- 5.1 DAVIE and RANCHES shall abide by and perform all of their respective obligations set forth herein.
- 5.2 The consideration delineated herein has been determined based on present calls for service. In the event the RANCHES' annual call volume for emergency medical, fire protection, and fire & life safety significantly increases to a level that would require DAVIE to add and/or assign additional personnel to maintain the average response times delineated in Section 5.6, below, or should the level necessitate an increase in staffing, as reasonably determined by the two administrators, or enhanced or new programs be desired, such consideration may be increased to compensate DAVIE for the additional staffing. For purposes of this section, the term "significant increase" shall be an increase of greater than fifty (50) percent more than the current numbers for a (90) day period to warrant further discussion. The fifty (50) percent shall be determined by the average call volume taken within a ninety day (90) period. If RANCHES does not agree with DAVIE's proposed modifications, this Agreement may be terminable by DAVIE upon providing RANCHES

with three hundred and sixty five (365) day written notice of termination. If RANCHES experiences population growth greater than fifty (50) percent of the 2020 census during the term of this Agreement, this shall constitute a “significant population increase” and shall require additional staffing which costs shall be added to the monthly costs of this Agreement. The fifty (50) percent growth shall be calculated based upon the calculations published by the University of Florida Bureau of Economic and Business Research (BEBR) Population Program. If RANCHES experiences “significant construction growth” during the term of this Agreement, that triggers demand in excess of fifty (50) percent of the current call volume, additional staffing shall be added to the monthly costs of this Agreement. If RANCHES does not agree to the staffing and cost increase RANCHES may terminate this Agreement with three hundred and sixty five (365) day written notice of termination. At the time of this Agreement, RANCHES has disclosed that it intends to construct a 500,000 square feet industrial facility on its property adjacent to the Broward County landfill. Such development shall not be considered “significant construction growth.”

- 5.3 DAVIE and RANCHES hereby recognize that DAVIE, through its Department of Fire Rescue and Emergency Services provides fire-rescue services throughout all of DAVIE, and that DAVIE may respond to an emergency from several of its stations. Notwithstanding the aforementioned, all apparatus and personnel assigned pursuant to this Agreement shall be available as specifically stated herein, unless out on an emergency call, wherein backup units will be provided.
- 5.4 DAVIE and RANCHES recognize that to maintain sufficient coverage, neither party will provide emergency medical and fire protection services to the unincorporated areas of Broward County, contiguous to RANCHES unless DAVIE is required to, pursuant to the Countywide Mutual Aid Agreement, Closest Unit Response (CUR) or unless agreed to in writing by both parties.
- 5.5 In the event RANCHES becomes dissatisfied with the performance of DAVIE’s personnel, RANCHES shall provide written notification to the DAVIE Administrator. Thereafter, representatives from RANCHES and DAVIE will meet to discuss possible remedies to resolve the applicable issues to the satisfaction of both parties. If resolution does not occur, either party reserves the right to request removal of that personnel from RANCHES.
- 5.6 Response times are a critical element to this Agreement. As such, by September 30<sup>th</sup> of each calendar year the Ranches Administrator and Davie Administrator shall meet in good faith to review maximum average response times for all fire protection and rescue/EMS dispatch calls, which shall be in strict accordance with industry standards. In the event that it is determined that response times, in accordance with industry standards, are not feasible, both parties shall immediately meet in good faith to determine how response times can be improved. The response time will be measured from the time DAVIE is notified, to the time the unit officially arrives at the dispatched address and notifies the Communications Center of arrival. DAVIE and RANCHES agree that the closest unit is the best practice for reducing response times to emergency calls. RANCHES and DAVIE agree to coordinate to ensure the proper response profiles are implemented and maintained. RANCHES shall be provided with a copy of any changes in response profiles if it may have an effect on the response time for RANCHES.

- 5.7 At the end of every month DAVIE shall supply to RANCHES a monthly report in the format generated per the Records Management System. RANCHES and DAVIE agree that response times are vital to the delivery of life/safety services. Accordingly, DAVIE agrees that if it fails to meet the average monthly response times outlined above, in 5.6, within any quarter of a fiscal year that DAVIE will notify RANCHES, in writing, of a plan to correct the average response times for the future delivery of these vital services, which may include recommending additional apparatus and/or staffing. DAVIE further agrees that if it fails to diligently work to correct monthly response time, upon the occurrence of a second fiscal year quarter failure to meet the monthly response time within the same fiscal year that RANCHES may terminate this Agreement upon three hundred and sixty five (365) day written notice of termination.
- 5.8 DAVIE shall provide a liaison between DAVIE and RANCHES who shall function as a member of RANCHES' staff with regard to fire-rescue issues and to report to Ranches Administrator in that capacity. If requested by the Ranches Administrator, and needed to respond to a fire related issue, DAVIE shall provide the assigned liaison to attend each regular and special meeting of the RANCHES Council or RANCHES staff meeting(s) to facilitate the flow of information between DAVIE and the RANCHES.
- 5.9 DAVIE shall provide the RANCHES with staffing as delineated herein.
- 5.10 In the event DAVIE elects to or is forced to based upon industry regulations increase staffing per apparatus, RANCHES and DAVIE shall meet with good faith discussions to discuss amending this AGREEMENT to account for the additional staffing per apparatus.

## ARTICLE 6

### DELIVERY OF EMERGENCY MEDICAL & FIRE PROTECTION SERVICES

- 6.1 DAVIE shall provide at the RANCHES' Fire Station: one (1) ALS rescue transport, unit medium duty, Type I (KKK) ambulance, and one (1) ALS, Type I Class A pumper with a tank capacity of at least 1,000 gallons to provide emergency medical and fire services. RANCHES may also provide vehicles at this location, in its sole discretion. DAVIE's vehicles will serve, on a first-alarm basis the geographical area of RANCHES and may be utilized to provide DAVIE with backup emergency response.
- 6.2 DAVIE shall provide at Davie Station 91: one (1) ALS rescue transport unit, medium duty, Type I (KKK) ambulance, and one (1) ALS, Type I Class A pumper with a tank capacity of at least 1,000 gallons to provide emergency medical and fire services. DAVIE currently has newer ALS, Type I Class A pumpers with a tank capacity of at least 1,000 gallons. In the event that any of the ALS, Type I Class A pumpers with tank capacity of at least 1,000 gallons become temporarily inoperable, DAVIE has the right to substitute an ALS, Type I Class A pumper with a tank capacity of 750 gallons at Station 91 or 112 until such time as the pumper (a minimum of 1,000 gallons) is placed back into service. For purposes of this provision, "temporarily inoperable" shall mean inoperable for no more than thirty (30) days. RANCHES may provide, with approval by the Davie Administrator and the Ranches Administrator, one vehicle to be housed outside of Davie Station 91. DAVIE's vehicles will serve, on a first-alarm basis the geographical area of RANCHES and DAVIE's

Ivanhoe Area and may be utilized to provide the rest of DAVIE with backup emergency response.

- 6.3 If RANCHES' Fire Station, and DAVIE Station 91, is left without vehicles or personnel due to a dispatch of an alarm, DAVIE will move up like kind vehicle(s), and personnel, as necessary to ensure that the fire zones are covered to respond to a call for service.
- 6.4 DAVIE will ensure that all vehicles listed above will be fully operational at all times or DAVIE will provide backup vehicles that meet the same standards for fire suppression, medical transport with ALS certification as the original equipment. DAVIE will provide for the capital replacement of all DAVIE vehicles covered by this Agreement aside from those purchases stipulated in Section 4.2. RANCHES shall not have any additional costs for DAVIE vehicles and/or equipment replacement. If RANCHES purchases vehicles or equipment for use by DAVIE, the parties agree that DAVIE shall not have any financial obligations for such vehicles, except that DAVIE will agree, at its sole cost and expense, to fully maintain and insure, naming RANCHES as an additional insured, such vehicles as part of its fleet. Any physical items, technology, or equipment purchased by DAVIE and installed within RANCHES' vehicle(s) not paid for by RANCHES, can be purchased by RANCHES at the then market value for such equipment, based on its age and condition. If RANCHES does not elect to purchase such items, DAVIE shall be permitted to remove said physical items, technology, or equipment purchased by DAVIE upon retirement of the vehicle(s) or termination of this Agreement.
- 6.5 DAVIE shall provide staffing twenty four hours a day, seven days a week, in the minimum amount as follows:

RANCHES' Fire Station 112:

Personnel:

One (1) company officer (Lieutenant or Captain) Firefighter Paramedic  
One (1) Driver Engineer Firefighter Paramedic  
One (1) Firefighter Paramedic

No later than April 1, 2027 DAVIE shall hire nine (9) Firefighters (with promotions of 4 Lieutenants), to serve RANCHES as specified in Section 4.1. No later than October 1, 2027 RANCHES Fire Station 112 shall be minimally staffed as follows:

Personnel:

Two (2) company officer (Lieutenant or Captain) Firefighter Paramedic  
One (1) Driver Engineer Firefighter Paramedic  
Two (2) Firefighter Paramedic

Under the direction of DAVIE, RANCHES may supply RANCHES' Volunteers to supplement DAVIE's personnel, and to work on all calls. If RANCHES provides staffing it is contemplated that it would provide at least two (2) firefighters twenty four hours a day, seven days a week, but such amount is in the sole discretion of the RANCHES.

DAVIE Station 91

Personnel:

Two (2) company officer (Lieutenant or Captain) Firefighter Paramedics  
One (1) Driver Engineer Firefighter Paramedic  
Two (2) Firefighter Paramedics

- 6.6 All personnel servicing RANCHES shall meet industry standards and all standards set forth by DAVIE.
- 6.7 Except for fire protection and emergency medical services provided by the Volunteers, mutual aid responses, Countywide services, and maintenance of the RANCHES' dry hydrants and billing, DAVIE shall not utilize a third party provider for the provision of fire protection services without RANCHES' advance written approval; provided that DAVIE may utilize the services of third parties without RANCHES' advance written approval in instances of mass casualties or catastrophic events where, in DAVIE's sole determination, the circumstances are such that the services required are beyond the response capacity of DAVIE and RANCHES.
- 6.8 DAVIE possesses and shall maintain throughout the term of the Agreement a Class 1 ALS Rescue Broward County Certificate of Public Convenience and Necessity ("COPCN") and an appropriate State of Florida license enabling DAVIE to provide advanced life support services, as well as basic life support services, to patients upon arrival at emergency scenes requiring immediate emergency medical care. RANCHES must maintain their own State of Florida COPCN pursuant to rules 401.25, 64J-1.002 and 64J-1.003 FAC, as may be amended from time to time.
- 6.9 DAVIE shall provide emergency medical transportation for all patients requiring ALS/BLS transportation to an appropriate hospital emergency department and/or appropriate facility.
- 6.10 The parties acknowledge and agree that DAVIE shall invoice the recipient of ALS/BLS transport services within thirty (30) calendar days from the date services were rendered in accordance with the fee schedule adopted by the RANCHES. DAVIE agrees to return to the RANCHES all emergency medical services transport fees collected by DAVIE for services provided within the Service Area less any third party fees for collection services. Said amount less any documented deduction, shall be provided to the RANCHES within thirty (30) calendar days of DAVIE's receipt of same.

ARTICLE 7

FIRE & LIFE SAFETY SERVICES

- 7.1 DAVIE, through properly certified personnel consistent with all applicable laws and codes, in municipality's sole discretion, shall provide fire & life safety services including the following at no further cost to RANCHES:

- a. Annual fire safety inspections of every non-residential establishment within the RANCHES, and group homes. DAVIE shall provide the RANCHES with records of such inspections within forty-five (45) days of completion of the inspection work;
- b. All non-residential, commercial and multi-family residences (3 or more units connected) and group home fire plan review and fire construction review;
- c. A RANCHES resident may request a residential fire safety assessment;
- d. Annual inspection, of dry hydrants (fire wells) within the RANCHES. DAVIE shall provide RANCHES with records of such inspections upon completion of each annual inspection/testing period prior to April 1 of each calendar year. DAVIE shall report to RANCHES, in writing, any dry wells requiring maintenance or repairs, along with any recommended locations for additional hydrants or wells. Such recommendations may be implemented, at RANCHES sole cost and expense, upon the approval of RANCHES, which approval shall not be unreasonably withheld;
- e. Fire alarm registration and permitting system, if RANCHES adopts an Ordinance regulating fire and/or medical alarm systems it shall be managed by the RANCHES.

7.2 RANCHES shall provide DAVIE with the following additional compensation for all multi-family (three or greater dwelling units connected), non-residential, non-community facility, non-agricultural, and non-municipal structure fire plan review and fire permit inspection cost. RANCHES shall calculate the fire permit fee and the fire permit inspection costs based on DAVIE'S current fee schedule.

- a. All fire plan review and fire permit inspection costs for any project greater than Thirty Million Dollars (\$30,000,000): Within thirty (30) days upon RANCHES receipt of payment from the applicant, RANCHES shall remit to DAVIE an amount equal to sixty-five percent (65%) of the then established fee DAVIE would charge a DAVIE applicant for fire plan review and fire construction review services.
- b. All fire plan review and fire permit inspection costs review for any project less than Thirty Million Dollars (\$30,000,000): Within thirty (30) days upon RANCHES receipt of payment from the applicant, RANCHES shall remit to DAVIE an amount equal to twenty-five percent (25%) of the then established fee DAVIE would charge a DAVIE applicant for fire plan review and fire construction review services.
- c. For the fire permit inspections delineated in sections (a) and (b) above, RANCHES shall invoice and shall collect the fee for such service and shall remit DAVIE's portion of such fee within thirty (30) days from the receipt of same.

7.3 DAVIE'S Fire Marshal or designee, shall be deemed to be the Chief Fire Code Official for RANCHES as required by the Florida Fire Prevention Code and the Broward County Local Fire Code amendments and will be assisted by Fire Inspectors as needed.

- 7.4 The parties acknowledge and agree that the RANCHES shall invoice, collect and retain, subject to Section 7.2 above, fees from property owners for fire plan review, fire permit inspection annual fire safety inspection, and false alarm fees. The fees and charges for providing said services shall be in accordance with the schedule of fees and charges as adopted by the RANCHES. If RANCHES experiences "significant population increase" or "significant construction growth" as defined in Section 5.2 then RANCHES and DAVIE shall have good faith discussions for the need to increase fire plan review and fire permit inspection staffing.

## ARTICLE 8

### EMERGENCY MEDICAL & FIRE PROTECTION COMMUNICATIONS

- 8.1 DAVIE agrees to request the Broward County Office of Regional Communication and Technology (ORCAT) to provide RANCHES with full fire and emergency medical dispatching services for RANCHES Volunteers in the same manner said services are provided to DAVIE. Any additional costs for ORCAT dispatch services to the Volunteers shall be borne by RANCHES.
- 8.2 RANCHES may provide the Volunteers with compatible paging or utilize the ORCAT Firecom's CAD program, to communicate call information to the RANCHES Administrator's and to the Volunteer's smart phone or other notification/communication equipment.
- 8.3 DAVIE will support RANCHES' request that ORCAT notify Volunteers when a call is dispatched via paging, smart phone, or other similar notification/communication device.
- 8.4 RANCHES shall be responsible for any ORCAT required station alerting system for Station 112, and any other station that it may add now or in the future.

## ARTICLE 9

### VOLUNTEERS

- 9.1 Upon execution of this Agreement, DAVIE will work cooperatively and in good faith with the Southwest Ranches Volunteer Fire-Rescue, Inc. ("Volunteers") regarding the Volunteers' active role in providing support to emergency (basic life support) medical and fire protection services to the RANCHES. In addition to working directly with the Volunteers, which includes the fact that the Volunteers may be working on all calls, the Volunteers shall also be afforded the same training opportunities available to DAVIE fire and rescue personnel. The DAVIE Fire Chief, in consultation with RANCHES, shall determine the eligibility for Volunteer participation based on certification and training requirements. The cost of state certification and or renewal shall be borne by the individual Volunteer. RANCHES shall maintain their active Volunteer Fire Department Charter throughout this Agreement.

- 9.2 Prior to discarding any used equipment, provided that such used equipment is not rendered inoperable or expired, DAVIE may donate such used equipment that may be desired, to the Volunteers. The equipment donated is not warranted, not guaranteed, and not certified. Prior to any Volunteer receiving said donation, the Volunteer must sign a waiver prepared by DAVIE's legal department. RANCHES shall bear the costs to bring any equipment donated up to standards approved by the DAVIE Fire Chief.
- 9.3 The Volunteers and RANCHES may utilize DAVIE's vehicular maintenance services, but all costs for service/repairs on RANCHES and Volunteer Department vehicles, unless such vehicles are utilized by DAVIE, will be the responsibility of RANCHES. RANCHES and Volunteers shall be allowed to piggy-back onto any DAVIE contract, and to utilize DAVIE's buying power, for more competitive pricing.
- 9.4 In the event that DAVIE has an issue with a Volunteer, DAVIE shall immediately notify the Volunteer Fire Chief or a Volunteer Officer, who shall be charged with the responsibility of investigating the issue and if necessary, taking the appropriate disciplinary action and investigation conclusion report given to the DAVIE Fire Chief within thirty (30) days. If the issue is one that creates a life safety concern, violates a State or Federal statute, or one that violates a federal regulation and DAVIE's Fire Chief disagrees with the action taken by the RANCHES Volunteer Fire Chief and/or Volunteer Officer, the issue may be elevated to both Town Administrators or their designee for review and possible action.
- 9.5 RANCHES shall require all Volunteers to complete level 2 background checks (FBI and FDLE), polygraph, finger printing, drug testing, CDC required vaccinations (Hepatitis B, TB), Presidential Directive No. 5, National Incident Management System (NIMS), ICS: 100, 200, 700, 800, and physical examinations the results of which shall be made available to DAVIE for review within one hundred and twenty (120) days of the Volunteer being offered the position. DAVIE's Human Resources Director and Fire Chief, or designee, shall be the only authorized individuals to review said reports. RANCHES and Volunteers may utilize the testing services utilized by DAVIE, at DAVIE's rate. All testing services shall invoice RANCHES or the individual Volunteer directly for all services performed.
- 9.6 RANCHES shall ensure that Volunteers maintain all necessary insurance for the Volunteers including Worker's Compensation insurance and shall provide DAVIE with proof of insurance listing DAVIE as an additional insured. On the first business day of every month, RANCHES shall provide to DAVIE Fire Chief or designee a monthly report confirming that its active members are in compliance with the required items delineated in paragraph 9.5 above. Any RANCHES personnel not having or maintaining the required items listed in paragraph 9.5 above shall not be able to respond to calls until required items are completed and documentation provided to DAVIE.

## ARTICLE 10

### EMERGENCY MEDICAL & FIRE PROTECTION SPECIAL DETAILS

- 10.1 DAVIE shall provide fire rescue personnel, upon written request approved by RANCHES, to support both RANCHES Sponsored Events and Non-RANCHES



Sponsored Events occurring within the RANCHES in accordance with DAVIE's Special Details Policies and Procedures. DAVIE shall cooperate with RANCHES and follow RANCHES procedures in the permitting of such special events. RANCHES agrees to authorize DAVIE to act as the public safety representative for the special events.

- 10.2 As it relates to RANCHES sponsored events, DAVIE shall provide fire rescue personnel as agreed upon by DAVIE and RANCHES, at no additional cost to RANCHES, limited to no more than six (6) eight (8) hour RANCHES sponsored events per fiscal year.
- 10.3 As it relates to Non-RANCHES sponsored events, the number of fire rescue personnel to be dedicated or assigned to an event shall be worked out between DAVIE and the non-RANCHES hiring party, and all costs for such detail services shall be borne by the hiring party and not the RANCHES. As delineated in Section 4.3(c) above, DAVIE shall confirm that a RANCHES permit has been obtained prior to agreeing to provide such service, excluding emergencies.
- 10.4 Unless agreed in writing by the RANCHES prior to the sponsored event, all Special Details for Non-RANCHES sponsored events shall be performed by off-duty personnel. VOLUNTEERS shall be given the first option to provide non-EMS, fire watch details related Special Details.

#### ARTICLE 11

#### MEDICAL DIRECTION

DAVIE presently has and shall provide throughout the term of the Agreement a Medical Director as required by Chapter 401, Florida Statutes, and shall utilize the medical treatment protocols of DAVIE's Medical Director. DAVIE's Medical Director shall also be deemed to be the Medical Director for the RANCHES and may be utilized by RANCHES and Volunteers for that purpose. All additional costs for the Medical Director shall be borne by DAVIE. All applicable Volunteers shall attend the necessary EMS training as set forth by the Medical Director to be able to function and to renew their certifications as EMT/Paramedics. All medical equipment used by the Volunteers shall be approved by the Medical Director.

#### ARTICLE 12

#### CONTROL OF FIRE, EMERGENCY OR DISASTER SCENE

- 12.1 DAVIE shall have command of all fire rescue and emergency services incidents occurring in the Service Area.
- 12.2 DAVIE shall provide rapid assessment services with the RANCHES Volunteers during and after an emergency event such as a tropical storm, hurricane, or other natural or man-made disaster.
- 12.3 RANCHES shall provide an emergency management liaison to report to the DAVIE emergency Field Operations Center (FOC) in the event of emergency when the DAVIE FOC is activated to a level 1 or 2 and the emergency may or has already impacted the RANCHES.

ARTICLE 13

EMERGENCY MEDICAL & FIRE PROTECTION VEHICLES

- 13.1 On the Effective Date of the Agreement, DAVIE will assign the following vehicles to RANCHES to be used by DAVIE to provide emergency medical and fire protection services to the RANCHES:

RANCHES' Fire Station:

Fire Apparatus:

One (1) ALS, Type I Class A pumper with a tank capacity of at least 1,000 gallons

ALS Rescue Transport:

One (1) ALS rescue transport unit, medium duty, Type I (KKK) ambulance

DAVIE Station 91:

Fire Apparatus:

One (1) ALS, Type I Class A pumper with a tank capacity of at least 1,000 gallons

ALS Rescue Transport:

One (1) ALS rescue transport unit, medium duty, Type I (KKK) ambulance

- 13.2 DAVIE, at DAVIE's sole cost and expense, shall be responsible for the maintenance of all DAVIE vehicles. DAVIE will maintain its vehicles in accordance with the vehicle manufacturer's specifications and recommendations. DAVIE will retain the vehicle maintenance records.

- 13.3 DAVIE shall be responsible for equipping all vehicles utilized by DAVIE with all necessary equipment, as determined by DAVIE, for emergency medical services and fire protection services, including communication devices and shall be responsible for the maintenance of such equipment. Any fixtures attached to the vehicles shall become the property of the title owner of such vehicle.

- 13.4 DAVIE agrees to provide temporary replacement of all DAVIE vehicles, in the event that a DAVIE vehicle normally responding from the RANCHES' Fire Station or DAVIE Fire Station 91, becomes inoperable, or requires maintenance services or is "out of service." When it is apparent that a unit(s) normally responding from the RANCHES' Fire Station or DAVIE Fire Station 91 will be engaged in

activities for an extended period, backup equipment and personnel will be relocated to provide supplemental coverage.

- 13.5 Each vehicle assigned to the RANCHES at station 112 shall prominently display on the vehicle's exterior, "Proudly Serving the Town of Southwest Ranches" in three (3) to four (4) inch lettering.

## ARTICLE 14

### RANCHES' FIRE STATION

- 14.1 Any modular structure or building that is owned by RANCHES' and utilized by DAVIE shall, at all times, be kept in accordance with industry standards for like kind structures. If any modular structure or building owned by RANCHES is deemed, upon consultation between the parties, to not be up to industry standards, RANCHES shall have an agreed upon reasonable time to rectify the deficiency. If at the end of the reasonable time period the deficiency is not rectified, DAVIE shall have the authority to rectify the deficiency and invoice RANCHES the cost for rectifying the deficiency. RANCHES shall have thirty (30) days upon receipt of said invoice to remit payment to DAVIE. DAVIE shall be responsible for all damages caused by DAVIE, and upon notice, shall be given a reasonable time to rectify the deficiency. If at the end of the reasonable time period the deficiency is not rectified, RANCHES shall have the authority to rectify the deficiency and invoice DAVIE the cost for rectifying the deficiency. DAVIE shall have thirty (30) days upon receipt of said invoice to remit payment to RANCHES.

RANCHES shall construct a new fire station which, absent a Force Majeure event as defined in Section 31.23, shall be in operation no later than April 1, 2028. The new fire station shall be constructed with reasonable access to Griffin Road in a location reasonably accepted by DAVIE. The fire station design shall be created in consultation with DAVIE.

- 14.2 RANCHES shall provide all janitorial supplies, maintenance, and repair services for the interior and exterior of any modular or building utilized by DAVIE to serve RANCHES in relation to this AGREEMENT. This shall include, but shall not be limited to, lawn maintenance, maintaining the roof, lighting, walls, foundations, sidewalks, carpet, paint, ceilings, doors, windows, sprinkler and hot water systems, heating systems air conditioning systems, plumbing, wiring, electrical fixtures, kitchen equipment (i.e. ice maker, stove, refrigerator), washer/dryer, all other equipment necessary to house DAVIE's fire rescue personnel assigned to the RANCHES, and all other structural components, leasehold improvements, and fixtures, except for fixtures that DAVIE provides even though DAVIE is not obligated to provide fixtures other than those included within the modular structure. RANCHES further agrees to maintain in good repair the parking area and all common areas.

- 14.3 RANCHES shall provide DAVIE with all utility services required for the fire station,

which shall include electric, water, telephone, basic cable, high speed internet service, which connects to DAVIE's system, trash and bio-waste collection.

## ARTICLE 15

### DELIVERY OF EMERGENCY MEDICAL, FIRE PROTECTION, AND FIRE & LIFE SAFETY REPORTING AND GRANT FUNDING

15.1 At the end of every month DAVIE shall supply to RANCHES a monthly report in the format generated per the Records Management System. Any such reports shall be HIPAA compliant.

15.2 RANCHES may request DAVIE to apply, on their behalf, for the Staffing for Adequate Fire and Emergency Response (SAFER) Grant. In the event the SAFER Grant is awarded the funds received by DAVIE shall be used to offset the monthly payments associated with this Agreement. In addition, DAVIE shall provide RANCHES with application(s) for RANCHES execution seeking available grants and appropriations. In the event that DAVIE and DAVIE on behalf of RANCHES, apply for the SAFER grant in the same year, any SAFER Grant funding received shall be divided on a pro rata basis, based upon the grant amount sought by each party. Any funds received by RANCHES may be used to offset the monthly payments associated with this Agreement.

## ARTICLE 16

### DESCRIPTION OF POLICE SERVICES

16.1 DAVIE shall provide those services customarily rendered by municipal police departments, and those services required to be performed under applicable laws or RANCHES Ordinances.

16.2 The consideration delineated herein has been determined based on present calls for service. In the event the RANCHES' annual call volume for police services significantly increases to a level that would require DAVIE to add and/or assign additional personnel to maintain industry standard average response times, or should the level necessitate an increase in staffing, as reasonably determined by the two administrators, or enhanced or new programs be desired, such consideration may be increased to compensate DAVIE for the additional staffing. For purposes of this section, the term "significant increase" shall be an increase of greater than fifty (50) percent more than the current numbers for a (90) day period to warrant further discussion. The fifty (50) percent shall be determined by the average call volume taken within a ninety day (90) period. If RANCHES does not agree with DAVIE's proposed modifications, this Agreement may be terminable by DAVIE upon providing RANCHES with three hundred and sixty five (365) day written notice of termination. If RANCHES experiences population growth greater than fifty (50) percent of the 2020 census during the term of this Agreement, this shall constitute a "significant population

increase” and shall require additional staffing which costs shall be added to the monthly costs of this Agreement. The fifty (50) percent growth shall be calculated based upon the calculations published by the University of Florida Bureau of Economic and Business Research (BEBR) Population Program. If RANCHES experiences “significant construction growth” during the term of this Agreement, that triggers demand in excess of fifty (50) percent of the current call volume, additional staffing shall be added to the monthly costs of this Agreement. If RANCHES does not agree to the staffing and cost increase RANCHES may terminate this Agreement with three hundred and sixty five (365) day written notice of termination. At the time of this Agreement, RANCHES has disclosed that it intends to construct a 500,000 square feet industrial facility on its property adjacent to the Broward County landfill. Such development shall not be considered “significant construction growth.”

- 16.3 DAVIE law enforcement services are comprised of direct services, indirect services, special detail services, and those services that all municipalities receive. Such services are generally described as follows:
- a. Direct Services - are those services that are provided by DAVIE Police Department employees assigned to the Service Area.
  - b. Indirect Services - are those DAVIE services that are centralized within DAVIE, but provide benefits throughout DAVIE and the RANCHES.
  - c. Special Detail Services - are those services offered by DAVIE pursuant to Florida Statutes, which authorizes DAVIE to administer a program that allows public and private entities to contract for the services of DAVIE Police Department employees during off-duty hours. All details must be approved by the DAVIE Police Chief and the Ranches Administrator. DAVIE Police Department employees assigned to RANCHES shall have right of first refusal for these special details. Such details are then open to any DAVIE Police Department employee qualified to work the prescribed detail.
  - d. Countywide Services – are those services that are funded by Broward County that are provided to all municipalities in Broward County.

16.4 DIRECT SERVICES:

The law enforcement services provided pursuant to this Interlocal Agreement are as follows:

- a. *Uniformed law enforcement patrol*

DAVIE will provide uniformed law enforcement patrol services to the RANCHES twenty-four (24) hours per day, seven (7) days a week, as specifically stated herein.

As previously stated, the Patrol Zones and the deployment schedule may be modified as necessary in order to address the ever-changing law enforcement needs of the RANCHES. Notwithstanding the aforementioned, the minimum coverage specified within this Interlocal Agreement shall be maintained.

DAVIE Police Department employees shall make every reasonable effort to respond to emergency calls as expeditiously as possible while maintaining safe operations, subject to DAVIE's response standards and protocols. DAVIE's response time in the RANCHES, on average, shall be in strict accordance with industry standards.

DAVIE shall provide vacation-house-check services and not less than once during each twenty-four (24) hour period for each resident of the RANCHES who registers for such service.

DAVIE Police Department employees shall engage in continuous community policing efforts in their Patrol Zones including meeting with residents and business owners.

*b. Other Law Enforcement Services*

In addition to uniformed law enforcement patrol service described above, DAVIE shall provide the following law enforcement services to the RANCHES:

1. DAVIE shall provide public education programs when applicable;
2. DAVIE shall provide law enforcement action (i.e. DUI checkpoints, drug enforcement initiatives, non-code enforcement animal control and police criminal animal investigations) based on trends and statistics within the RANCHES. When deemed appropriate by the Chief of Police and approved by RANCHES Administrator.
3. Upon the approval of RANCHES, a DAVIE sworn Police Officer familiar with the Patrol Zone shall attend the monthly homeowner's association or official civic association meetings when requested. RANCHES shall provide reasonable notice of all such meetings. For purposes of this provision, an official civic association shall be an organization based in RANCHES and registered with the State of Florida.
4. A DAVIE Police Department employee shall attend all public meetings of the RANCHES including, but not limited to, Town Council meetings, workshops, and Code Enforcement meetings.
5. When specifically requested by RANCHES Administrator, a DAVIE Police Department employee will attend staff meetings.

16.5 INDIRECT SERVICES:

RANCHES indirectly receives the benefit of the following services associated with law enforcement by virtue of this Interlocal Agreement with DAVIE:

- a) Administration;
- b) Budget;
- c) Criminal Justice Institute
- d) Employee Assistance Program;
- e) Evidence;
- f) Finance;
- g) Fleet Control;
- h) Grants Management;
- i) Human Resources;

- j) Police Legal Advisor;
- k) Labor Relations;
- l) Media Relations & Public Relations
- m) Purchasing;
- n) Records;
- o) Recruitment;
- p) Selection and Assessment;
- q) Forfeitures and Recovery;
- r) Victim Services; and
- s) Any other services that meet the definition of Indirect Service as determined by DAVIE.

The costs of all of these indirect services are included within the consideration of this Interlocal Agreement.

#### 16.6 TOWN SPONSORED EVENTS & SPECIAL DETAIL SERVICES

DAVIE shall provide security and traffic detail services to support special event activities occurring within the RANCHES in accordance with the DAVIE's Special Details Policies and Procedures. DAVIE shall cooperate with the RANCHES and follow RANCHES' procedures in the permitting of special events. RANCHES agrees to authorize DAVIE to act as the public safety representative for the special events. DAVIE agrees to provide special detail services to support six (6) days of RANCHES special events as part of the consideration of this Interlocal Agreement, provided that the special event is no more than eight (8) hours in duration, and is estimated to be less than five hundred (500) attendees at any one time. For all additional RANCHES special events, RANCHES may utilize DAVIE's special detail services at a rate not to exceed DAVIE's actual overtime cost for the provision of such special detail service. The DAVIE Police Chief and the Ranches Administrator shall consult to determine the number of officers needed for such special events.

As it relates to non-RANCHES sponsored events, all such requests for special detail services shall be approved by DAVIE's Police Chief and Ranches Administrator, and shall be submitted utilizing DAVIE's procedures and application for seeking special detail services. No special detail service shall be provided until DAVIE's Police Chief's and Ranches Administrator's approval has been obtained, excluding emergencies. After approval, any such special detail services for non-RANCHES special detail services shall be worked out directly between DAVIE and the non-RANCHES hiring party.

#### 16.7 ADDITIONAL SERVICES

Upon the request of the Ranches Administrator and DAVIE's availability of resources, DAVIE agrees to provide such additional resources at a cost mutually agreed upon by the parties.

### ARTICLE 17

#### POLICE STAFFING

- 17.1 All DAVIE Police Department employees shall be authorized to provide police services to the RANCHES. DAVIE's Police Chief shall assign additional DAVIE Police Department employees as may be necessary, from time to time, at DAVIE's Police Chief's sole discretion, in the same duty and care that DAVIE's Police Chief currently assigns DAVIE Police Department employees throughout DAVIE. RANCHES shall have full access to all of DAVIE's police services excluding code enforcement. All DAVIE Police Department employees assigned to the RANCHES shall be uniform officers, except the Detective, who if not in uniform shall still be identified as a DAVIE Police Department employee in conformance with Davie Police Policy. Notwithstanding the aforementioned, the following DAVIE Police Department employees shall be directly assigned to the RANCHES as a minimum staffing level:

Total Staffing: 15

1 Police Detective Certified in Animal Abuse/Neglect Investigation  
14 Police Officers (of which 6 are shared); All Speed Certified within the first year of assignment to RANCHES.

**Detective:** RANCHES shall be assigned one (1) DAVIE Police Detective, who is certified in animal abuse and neglect investigations. The Detective shall serve as RANCHES direct liaison to DAVIE. The Detective shall be assigned an office within RANCHES Town Hall and shall assign priority to RANCHES investigations.

**Patrol Officers:** RANCHES shall be assigned fourteen (14) DAVIE Police Officers who have successfully completed probation with the Department (of which 6 are shared as further delineated herein). All Police Officers not already speed enforcement certified shall be speed certified as soon as training classes are available when assigned to RANCHES. All Police Officers must learn the RANCHES' topography, must show an understanding of the RANCHES' rural lifestyle, and must take a training course with the RANCHES' appropriate provider, at no cost to DAVIE, concerning large animal rescue.

- 17.2 **Patrol Zones.** The service area shall be divided into three (3) patrol zones, currently delineated as zones 41, 42, and 43, as specifically delineated in the zone configuration map, attached hereto and incorporated herein by reference, as Exhibit "A". Zone 41 will be a shared zone between DAVIE and RANCHES. The patrol zones shall be staffed as specifically delineated in the deployment schedule, attached hereto and incorporated herein by reference as Exhibit "B". Notwithstanding the aforementioned, DAVIE's Police Chief shall have the ability to modify the patrol zones and deployment schedule, if necessary based upon demand for service, crime trends, and what DAVIE Police Chief believes is in the best interest of the RANCHES. The RANCHES Administrator shall be advised of any deviations from the deployment schedule within twenty-four hours of same. Notwithstanding the aforementioned, at no time shall less than two (2) patrol officers be on duty within the RANCHES at any time.

- 17.3 **Minimum Staffing.** With the exception of DAVIE Police Department employees being called upon to render mutual aid or in progress (fresh pursuit) investigations, DAVIE will provide RANCHES with the minimum number of DAVIE Police Department employees indicated in Section 17. 2 above, and as delineated in Exhibit "B", at all times, regardless of transferring detainees, sick



days, training days, vacation days, holidays and the like. DAVIE shall be required to backfill such DAVIE Police Department employees, as may be necessary, to ensure the minimum staffing as specifically contained herein.

- 17.4 **Employment Standards.** DAVIE shall be responsible for setting employment standards (i.e. hiring, discipline, training) for DAVIE Police Department employees consistent with DAVIE’s agency standards. DAVIE is committed to providing RANCHES with highly skilled law enforcement personnel to provide police services to the RANCHES, in the same manner as provided to DAVIE.
- 17.5 **Employment Responsibilities.** All DAVIE Police Department employees shall be and shall remain DAVIE Police Department employees, and such DAVIE Police Department employees shall not be considered employees of the RANCHES for purposes of pension benefits, insurance benefits, civil service benefits, compensation and/or any status or right. Accordingly, RANCHES shall not be called upon to assume any liability for or direct payment of any salaries, wages, or other compensation, contributions to pension funds, insurance premiums, workmen's compensation (Chapter 440, Florida Statutes), vacation or compensatory time, sick leave benefits or any other amenities of employment to any DAVIE Police Department employee whatsoever, arising out of DAVIE's employment of such persons and such persons' performance of services to RANCHES. RANCHES and DAVIE understand and acknowledge that all costs, including the employment related costs, are included in the consideration payable by the RANCHES to DAVIE.
- 17.6 **Transfers — DAVIE's Rights.** DAVIE shall have the right to transfer any DAVIE Police Department employee out of the RANCHES, for the following reasons:
- a. A DAVIE Police Department employee requests a transfer or to accept a promotion or special assignment which has been offered to the DAVIE Police Department employee.
  - b. Disciplinary reasons.
  - c. Failure of a DAVIE Police Department employee to meet DAVIE’s performance standards.

Consultation with the RANCHES Administrator shall be required for the transfer of a DAVIE Police Department employee for any reason not stated above.

- 17.7 **Transfers — RANCHES Right.** RANCHES Administrator shall have the right to request the transfer of a DAVIE Police Department employee out of the RANCHES, which shall not be arbitrary or capricious and shall be in compliance with DAVIE’s FOP Contract. The request must be sent to the DAVIE Police Chief in writing, copying DAVIE’s Town Administrator, setting forth the name of the employee, and the reason for the request. The request must be approved in writing by DAVIE, however such approval shall not be unreasonably withheld. If DAVIE approves the transfer, the DAVIE Police Department employee will be transferred out of the service area as soon as reasonably possible, which will be based upon many factors including, but not limited to, DAVIE having a vacant position elsewhere within the agency to place the transferred employee, that matches the qualifications of the employee and the requirements of the position.
- 17.8 **Replacements.** If a DAVIE Police Department employee is transferred out of the service area, a replacement will be made in consultation with the RANCHES Administrator prior

to the transfer of the DAVIE Police Department employee.

- 17.9 **Staffing Continuity.** DAVIE and RANCHES recognize the importance of combining the efforts and resources of DAVIE, RANCHES, and the community, in order to have a positive impact on reducing neighborhood crime, helping to reduce any community's fears regarding crime, and enhancing the quality of life throughout the RANCHES. It is further recognized that such a collaborative effort requires law enforcement personnel to have knowledge of the community. In furtherance of such objective, DAVIE will help to make every reasonable effort to maintain the continuity of DAVIE Police Department employees assigned to RANCHES, subject to the transfer provisions set forth herein.
- 17.10 **Education.** The parties acknowledge the importance of the DAVIE Police Department employees' knowledge of the general make-up of the RANCHES, its geographic areas, its Code of Ordinances, and its previous criminal activity. DAVIE shall offer appropriate continuing education to assure that all DAVIE Police Department employees are acquainted with the RANCHES' general make-up, geographic areas, the RANCHES' Code of Ordinances, and its previous criminal activity. Upon enactment, the RANCHES shall forward to the assigned Detective a copy of new ordinances for training and enforcement purposes. RANCHES shall assist DAVIE with this training.
- 17.11 All assigned DAVIE Police Department employees shall have an in-depth knowledge of all streets, roads, addresses, and geographical conditions in the RANCHES. No personnel shall be assigned to RANCHES until DAVIE has verified that the individual has an in-depth knowledge of all streets, roads, addresses, and geographical conditions in the RANCHES.

## ARTICLE 18

### ASSIGNMENT OF POLICE POWERS

RANCHES does hereby vest in each sworn DAVIE Police Department employee the police powers of the RANCHES, which are necessary to implement and to carry forth such law enforcement services, for the sole and limited purpose of giving official and lawful status and validity to the performance thereof by such sworn DAVIE Police Department employees. Each sworn DAVIE Police Department employee so empowered hereby and engaged in the performance of the law enforcement services shall be deemed to be a sworn officer of the RANCHES while performing such law enforcement services. Accordingly, such sworn DAVIE Police Department employees are hereby vested with the power to enforce the Ordinances of the RANCHES, to make arrests incident thereof, and to do such other things and to perform such other acts as are necessary with respect thereto.

## ARTICLE 19

### QUARTERLY GOALS AND OBJECTIVES

- 19.1 On a quarterly basis (on or about October 1<sup>st</sup> and January 1<sup>st</sup>, April 1<sup>st</sup>, and July 1<sup>st</sup>) or as requested by the Ranches Town Administrator, the DAVIE Police Chief and the DAVIE Administrator shall meet with the Ranches Administrator to discuss law enforcement activities within the RANCHES occurring during the previous three (3) month period. At such meeting, DAVIE may present the Ranches Administrator with any of the following information that may be requested:

- a. Calls for service by time of day, geographic location, date and type of call;
  - b. Reported incidents, criminal and non-criminal;
  - c. Number and types of arrests;
  - d. Traffic crashes;
  - e. Traffic citations;
  - f. Forfeitures and Recoveries
  - g. Staffing and Transfers;
  - h. Grant Review;
  - i. Community Policing Initiatives;
  - j. Response time reports, citizen complaints and their status/disposition;
  - k. Any additional information requested by the Ranches Administrator.
- 19.2 Based upon the information presented by DAVIE to the Ranches Administrator, the DAVIE Police Chief, DAVIE Administrator, and the Ranches Administrator, will review the law enforcement goals and objectives of the RANCHES, and the general strategies to achieve such goals and objectives. Thereafter, DAVIE will develop and will implement operational initiatives to further such goals and objectives.
- 19.3 Davie Police Department staffing shall be in strict accordance with the terms and conditions of this Agreement.

## ARTICLE 20

### POLICE REPORTS

- 20.1 In recognition of the RANCHES's need to be informed of DAVIE's activities in RANCHES, DAVIE's Police Chief and the Ranches Administrator will develop a mutually agreed upon reporting format(s) and reporting period(s), whereby DAVIE will report its activities within the RANCHES to the RANCHES. At any time during the term of this Interlocal Agreement, the Ranches Administrator shall have the right to make reasonable modifications to the reporting format(s), reporting content, and reporting period(s).
- 20.2 DAVIE shall provide to RANCHES by June 30<sup>th</sup> of each fiscal year, a report on DAVIE's performance in light of the established goals and objectives. The format and content of the Annual Report made to the RANCHES by DAVIE will be mutually agreed upon by DAVIE and the Ranches Administrator.

## ARTICLE 21

### POLICE VEHICLES

- 21.1 Subject to availability, DAVIE shall utilize a minimum of fourteen (14) police vehicles for all assigned patrol officers in the Service Area. Each patrol vehicle shall prominently display on the vehicle's exterior, the legend of the RANCHES name in three (3) to six (6) inch lettering and the RANCHES' official logo.

- 21.2 DAVIE shall be responsible for equipping all vehicles with all necessary equipment, except said vehicles discussed in Article 22, to provide all of the police services specified herein. DAVIE shall determine all of the necessary equipment for the vehicles and DAVIE shall be responsible for the maintenance of such equipment.
- 21.3 DAVIE, at DAVIE's sole cost and expense, shall be responsible for the insurance and maintenance of all vehicles, including fuel and other fluids as long as said vehicles are titled in the name of DAVIE. DAVIE will maintain all vehicles in accordance with the vehicle manufacturer's specifications and recommendations. DAVIE shall maintain the vehicle maintenance records.
- 21.4 All patrol vehicles shall be trackable, equipped with Automated Vehicle Locator (AVL) and such information shall be made reasonably available to RANCHES.

## ARTICLE 22

### POLICE VEHICLE & EQUIPMENT TRANSFER

- 22.1 At the start of each fiscal year, RANCHES shall purchase up to two new and equipped police vehicles for use by DAVIE to patrol RANCHES, based upon the DAVIE's standard evaluation of RANCHES' vehicles. The vehicle type, specifications, and equipment shall be decided by the DAVIE ADMINISTRATOR to remain consistent with DAVIE's current police fleet of vehicles. These vehicles shall be purchased by DAVIE, who then shall provide RANCHES with the receipt for reimbursement. Reimbursement shall be provided to DAVIE no later than sixty (60) days from written provided proof of payment.
- 22.2 DAVIE shall provide RANCHES, a confirmation inventory, within ninety (90) days of the Effective Date, delineating all vehicles and equipment supplied to DAVIE by RANCHES.
- 22.3 Title to all vehicles and equipment supplied to DAVIE by RANCHES, including any vehicles and equipment purchased by RANCHES during the course of this Interlocal Agreement, shall reside with Davie until the conclusion of this Interlocal Agreement.
- 22.4 No later than June 30<sup>th</sup> of each fiscal year, DAVIE shall supply RANCHES with an updated list of all vehicles and equipment supplied by RANCHES to DAVIE.
- 22.5 Upon the conclusion of this Interlocal Agreement, DAVIE shall tender to the RANCHES' then law enforcement provider, by Certificate of Title or Bill of Sale Absolute, all vehicles and equipment purchased by RANCHES over the course of this Interlocal Agreement that is still in service.
- 22.6 Upon replacement of a police vehicle that RANCHES has provided, RANCHES shall have the option to take the vehicle back or have DAVIE sell the vehicle at auction and distribute to RANCHES the proceeds. In the event that RANCHES chooses to have DAVIE sell the vehicle at auction, DAVIE shall remit the proceeds to RANCHES no later than ninety (90) days from the date of auction.

## ARTICLE 23

## RANCHES POLICE HEADQUARTERS

- 23.1 RANCHES Town Hall, or an alternative location supplied by RANCHES, shall serve as the RANCHES Police Headquarters.
- 23.2 All meetings, if any, of DAVIE Police Department employees assigned to RANCHES shall take place at the RANCHES Police Headquarters excluding roll call, any briefings or trainings called by the DAVIE Police Department.
- 23.3 Upon the expiration or earlier termination of this Interlocal Agreement, DAVIE shall surrender possession of the space that is provided, and all RANCHES-owned furnishing and RANCHES-owned equipment, to the RANCHES.

## ARTICLE 24

### FINES, FORFEITURES, REVENUES: PAYMENT

- 24.1 RANCHES, at its sole option, may utilize its own legal counsel, in any fine or forfeiture proceedings.
- 24.2 All law enforcement education funds levied and collected by the Clerk of the Court and earmarked for and forwarded to the RANCHES pursuant to Florida Statutes, Section 943.25, shall be expended by DAVIE for law enforcement education.
- 24.3 All grant funds, miscellaneous revenues, or any other monies or things of value that the RANCHES receives or may hereinafter receive in connection with law enforcement activities shall remain property of RANCHES, or if it is required to be insured or maintained by DAVIE, shall be conveyed to DAVIE and shall be added to the inventory list of items that will be transferred to RANCHES at the conclusion of this Interlocal Agreement.
- 24.4 DAVIE and RANCHES do hereby acknowledge, one to the other, that nothing contained herein shall in anyway be construed to impair the RANCHES' right to the disposition of fines and forfeitures to which the RANCHES would be entitled, pursuant to Florida Statutes, Section 316.660, as may be amended from time to time, or as to proceeds and forfeitures arising under the sale or disposition of unclaimed property or under any statutory or common law proceeding to which the RANCHES would otherwise be entitled, except as limited herein. In accordance with Florida Statutes, Section 316.660, as may be amended from time to time, DAVIE's Police Chief shall make a recommendation to the RANCHES Council concerning the disposition of fines and forfeitures. Upon the approval of the RANCHES Council, said funds and forfeitures shall be utilized by DAVIE for law enforcement purposes within the Service Area.
- 24.5 Subject to the provisions of Section 24.6, the parties agree that any currency, any real property, or any personal property seized within the RANCHES, pursuant to this Interlocal Agreement and Chapter 932, Florida Statutes, as may be amended from time to time, and subsequently forfeited, shall be divided in the following manner: sixty (60) percent deposited into the RANCHES' Law Enforcement Trust Fund. Said funds shall always remain in the ownership of the RANCHES and DAVIE shall not have any right to ownership of such funds. Said funds shall be earmarked for use within the RANCHES, upon approval of the RANCHES, and the DAVIE Police Chief as required

in accordance with Chapter 932, Florida Statutes. The remaining forty (40) percent shall be deposited into the DAVIE Law Enforcement Trust Fund. Said funds shall become the property of DAVIE and RANCHES shall not have any right to ownership of such funds. DAVIE shall utilize these funds in accordance with Chapter 932, Florida Statutes.

- 24.6 DAVIE's Police Chief and DAVIE's Administrator shall meet at least annually with Ranches Administrator to discuss the utilization of any funds seized, in accordance with Section 932.7055 (4), Florida Statutes. The Davie Chief of Police may request the expenditure of RANCHES LETF funds for appropriate programs, enforcement activities, training, donations, etc. in accordance with FS § 932 as long as those funds are for use within RANCHES.
- 24.7 DAVIE shall, on an annual basis, supply the RANCHES with a written report of the above-described fines and forfeitures. Such report(s) shall include a description and estimate of value of properties seized under the laws of the State of Florida, whether or not disposition thereof has been adjudicated. Moreover, such report(s) shall be amended, from time to time, by reflecting the ultimate disposition of property described in an earlier report(s), and such amendatory report(s) shall be submitted to RANCHES within ten (10) days of the ultimate adjudication with regard to the seizure of such property.

## ARTICLE 25

### TOWING

DAVIE shall use the selected RANCHES vendor for all vehicle removal needs when required to remove damaged, stolen, abandoned, and inoperable vehicles from all public roadways and properties within the Service Area. DAVIE shall also use RANCHES selected towing company for towing of vehicles seized for forfeiture.

## ARTICLE 26

### TERMINATION

- 26.1 This Agreement may be terminated only as provided for herein unless otherwise agreed upon in writing by the parties.
- 26.2 In the event that one party to this agreement files litigation against the other party, the parties agree to follow Florida Statute Chapter 164, which requires that the litigation be abated in order for the parties to negotiate for conflict resolution under the Florida Government Conflict Resolution Act. During this process, the parties agree that regardless of the outcome no attorney's fees will be assessed against the opposite party and each side will bear their own attorney's fees. If the conflict between the two municipalities is not resolved, the litigation will resume and Article 26.3 and 31.8 of this agreement shall be in force and effect.
- 26.3 In the event that either party hereto materially defaults in the performance of any of its duties or obligations hereunder, including but not limited to the performance standards contained herein, and does not substantially cure such default within thirty (30) calendar days after being given written notice specifying the default ("cure period"),

then the party not in default may, by giving at least thirty (30) calendar days written notice after the cure period to the defaulting party, terminate the Agreement as of a date specified in such notice of termination.

## ARTICLE 27

### TRANSITION

- 27.1 In the event of the termination or expiration of this Interlocal Agreement, DAVIE and RANCHES shall cooperate in good faith in order to effectuate a smooth and harmonious transition from DAVIE and to maintain during such period of transition the same high quality of police protection and fire rescue services otherwise afforded to the residents of the RANCHES pursuant to the terms hereof.
- 27.2 The parties agree that upon any termination or expiration of this Agreement, RANCHES may consider DAVIE personnel for positions within RANCHES.
- 27.3 In the event of termination, DAVIE shall render such aid, coordination, and cooperation as might be required for an expeditious and efficient termination of service.
- 27.4 Upon termination of this Interlocal Agreement, RANCHES shall have no obligation to pay DAVIE beyond the date of termination, except for services rendered prior to the termination date, or as specifically delineated herein.

## ARTICLE 28

### DEFAULT

If DAVIE or RANCHES fails to perform or observe any of the material terms and conditions of the Agreement for a period of thirty (30) calendar days after receipt of written notice of such default from the other party except for failure to pay which will be forty-five (45) calendar days after receipt of written notice. Then the party giving notice of default may be entitled, but is not required, to seek performance of the 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 the 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, may be entitled to obtain an order requiring specific performance by the other party. 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.

In the event RANCHES fails to pay within the above stated forty-five (45) day period, DAVIE shall be entitled to the remedies provided under the Florida Prompt Payment Act or shall be entitled to terminate the Agreement upon thirty (30) days prior written notice of such termination.

## ARTICLE 29

### INSURANCE

DAVIE agrees to maintain qualified insurance coverage at all times, with sufficient limits that will meet all State of Florida requirements for units of local government. This includes all necessary general and professional liability, vehicle and worker's compensation and in no case shall the coverage be less than limits for statutory waiver of sovereign immunity. DAVIE shall list RANCHES as an additional insured on its fire services and police policies and shall provide RANCHES with proper certificates of insurance. To the extent permitted by law, DAVIE shall defend, save harmless, and indemnify RANCHES against any action, claim, demand or other legal action, whether groundless or otherwise arising directly or indirectly out of a result the Agreement. This indemnification provision shall survive the termination of the Agreement.

## ARTICLE 30

### LIABILITY

- 30.1 RANCHES and DAVIE shall each be separately liable and responsible for the actions of their respective officers, agents and employees in the performance of their respective obligations under the Agreement.
- 30.2 To the extent permitted by law, RANCHES shall indemnify, defend, and hold DAVIE, its officials, agents, servants and employees, harmless from any and all liability, actions, causes of action, suits, trespasses, damages, judgments, executions, claims and demands of any kind whatsoever, in law or in equity, which results from or arises out of the intentional or negligent acts or omissions of the RANCHES, its employees, agents, or servants and RANCHES shall indemnify DAVIE, its officials, agents, servants and employees, for damages, judgments, claims, costs, expenses, including reasonable attorney's fees, which DAVIE, its officials, agents, servants and employees, might suffer in connection with or as a result of the intentional or negligent acts or omissions of RANCHES, its employees, agents, or servants. For purposes of this provision, RANCHES' employees shall not be deemed agents or servants of DAVIE and DAVIE's employees shall not be deemed agents or servants of RANCHES. RANCHES will at all times be entitled to the benefits of sovereign immunity as provided in Florida Statutes, Section 768.28, and common law. Nothing contained in the Agreement shall be construed as a waiver of sovereign immunity.
- 30.3 To the extent permitted by law, DAVIE shall indemnify, defend, and hold RANCHES, its officials, agents, servants and employees, harmless from any and all liability, actions, causes of action, suits, trespasses, damages, judgments, executions, claims and demands of any kind whatsoever, in law or in equity, which results from or arises out of the intentional or negligent acts or omissions of DAVIE, its employees, agents, servants and DAVIE shall indemnify RANCHES, its officials, agents, servants and employees, for damages, judgments, claims, costs, expenses, including reasonable attorney's fees, which RANCHES, its officials, agents, servants and employees, might suffer in



connection with or as a result of the intentional or negligent acts or omissions of DAVIE, its employees, agents, or servants. For purposes of this provision, RANCHES' employees shall not be deemed agents or servants of DAVIE and DAVIE's employees shall not be deemed agents or servants of RANCHES. DAVIE will at all times be entitled to the benefits of sovereign immunity as provided in Florida Statutes, Section 768.28, and common law. Nothing contained in the Agreement shall be construed as a waiver of sovereign immunity.

## ARTICLE 31

### MISCELLANEOUS

- 31.1 Joint Preparation: The preparation of this 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.
- 31.2 Merger: This 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 the 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 the Agreement.
- 31.3 Assignment: Unless specifically specified otherwise herein, the respective obligations of the parties set forth herein shall not be assigned, or subcontracted in whole or in part, without the written consent of the other party.
- 31.4 Records and Audit: RANCHES and DAVIE shall each maintain their own respective records and documents associated with the Agreement in accordance with the requirements for records retention set forth in Chapter 119, Florida Statutes. Each party shall have the right to audit the books, records, and accounts of the other that are related to the Agreement including, but not limited to those relating to, costs, revenues and special assessments. In addition, each party shall keep such books, records, and accounts as may be necessary in order to record complete and correct entries related to the Agreement. Each party shall preserve and make available, at reasonable times for examination and audit by the other, all financial records, supporting documents, statistical records, and any other documents pertinent to the Agreement. If an audit has been initiated and audit findings have not been resolved, the books, records, and accounts shall be retained until resolution of the audit findings. No confidentiality or nondisclosure requirement of either federal or state law shall be violated by either party.
- 31.5 Contract Administrators: The Contract Administrators for the Agreement are Davie Town Administrator or designee, for DAVIE, and Ranches Administrator or designee, for RANCHES. In the implementation of the terms and conditions of the

Agreement, as contrasted with matters of policy, all parties may rely upon instructions or determinations made by the respective Contract Administrators.

- 31.6 Recordation: DAVIE is hereby authorized and directed after approval of the Agreement by the governing bodies of RANCHES and DAVIE and the execution thereof by the duly qualified and authorized officers of each of the parties hereto, to file the Agreement with the Clerk of Broward County, Florida, as required by Section 163.01(11), Florida Statutes.
- 31.7 Governing Law and Venue: The 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 the Agreement shall be settled by binding arbitration administered by the American Arbitration Association, and any judgement on an award can be entered in court having jurisdiction thereof.
- 31.8 Attorney's Fees: In the event of arbitration, after failing to settle any dispute under Florida Statute § 164, the Florida Governmental Conflict Resolution Act, the following shall apply; If any party fails to perform any of its obligations under this Agreement or if any dispute arises between the parties concerning the meaning or interpretation of any provision of this Agreement, then the defaulting party or the party not prevailing in any such dispute, as the case may be, shall pay any and all costs and expenses incurred by any other party on account of such default and/or in enforcing or establishing its rights hereunder, including, without limitation, court costs and reasonable attorney's fees and disbursements. Any such attorney's fees and other expenses incurred by any party in enforcing a judgment in its favor under this Agreement shall be recoverable separately from and in addition to any other amount included in such judgment, and such attorney's fee obligation is intended to be severable from the other provisions of this Agreement and to survive and not be merged into any such judgment.
- 31.9 Severability: In the event a portion of the Agreement is found by a court of competent jurisdiction to be invalid, the remaining provisions shall continue to be effective unless RANCHES or DAVIE elects to terminate the Agreement. An election to terminate the Agreement based upon this provision must be made within seven (7) days after the court determination becomes final. For the purposes of this section, "final" shall mean the expiration of time within which to file an appeal or the conclusion of any appellate proceeding and the granting of an order. In such an event, RANCHES and DAVIE agree to cooperate fully with the other to effectuate a smooth transition of services.
- 31.10 Emergency Management: RANCHES shall provide one (1) Emergency Management Liaison who shall be present at the Town of Davie Emergency Field Operation Center upon any Emergency Operation Center activation of level 2 or higher.
- 31.11 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 any 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 DAVIE:

Davie Administrator  
Richard J. Lemack, Town Administrator  
8800 SW 36<sup>th</sup> Street  
Davie, FL 33328

FOR RANCHES

Ranches Administrator  
Andy Berns, Town Administrator  
13400 Griffin Road  
Southwest Ranches, FL 33330

with a copy to:

Allan T. Weinthal, Esq.  
8800 SW 36<sup>th</sup> Street  
Davie, FL 33328

with a copy to:

Keith M. Poliakoff, Esq.  
200 S. Andrews Avenue Unit 601  
Fort Lauderdale, FL 33301

- 31.12 Nondiscrimination: RANCHES' and DAVIE's decisions regarding the delivery of services under the Agreement shall be made without regard to or consideration of race, age, religion, color, gender, sexual orientation (Broward County Code, Chapter 16 ½), national origin, marital status, physical or mental disability, political affiliation, or any other factor which cannot be lawfully used as a basis for service delivery.
- 31.13 Third Party Beneficiaries: Neither RANCHES nor DAVIE intended that any person shall have a cause of action against either of them as a third party beneficiary under this Agreement. Therefore, the parties agree that there are no third party beneficiaries to the Agreement and that no third party shall be entitled to assert a claim against either of them based upon the Agreement. The parties expressly acknowledge that it is not their intent to create any rights or obligations in any third person or entity under the Agreement.
- 31.14 Performance: RANCHES and DAVIE represent that all persons performing the services required under the 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.
- 31.15 Materiality and Waiver of Breach: DAVIE and RANCHES agree that each requirement, duty, and obligation set forth herein is substantial and important to the formation of the Agreement and, therefore, is a material term hereof.

Either party's failure to enforce any provision of the Agreement shall not be deemed a waiver of such provision or modification of the Agreement. A waiver of any breach of a provision of the Agreement shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of the terms of the Agreement.

- 31.16 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 the Agreement.
- 31.17 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 the Agreement by reference and a term, statement, requirement, or provision of the Agreement, the term, statement, requirement, or provision contained in Articles 1 through 31 of this Agreement shall prevail and be given effect.
- 31.18 Amendments: Except as expressly authorized herein, 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 the Agreement and executed by DAVIE and RANCHES.
- 31.19 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 Agreement.
- 31.20 Independent Contractor: RANCHES and DAVIE are independent contractors under the Agreement. Services provided by the parties shall be by employees, agents, or approved subcontractors of the respective party and subject to supervision by that party. In providing such services, neither RANCHES' nor DAVIE officers, employees, agents or approved subcontractors shall act as officers, employees, or agents of the other party. The Agreement shall not constitute or make the parties a partnership or joint venture, Personnel policy, tax responsibilities, social security, health insurance, employee benefits, travel, per diem policy, purchasing policies and any other similar administrative procedures applicable to services rendered under the Agreement shall be those of the respective party.
- 31.21 Multiple Originals: This 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.
- 31.22 Ranches Roadways: Provided that it does not directly hinder DAVIE's ability to provide emergency medical or fire services to RANCHES, DAVIE acknowledges and agrees that DAVIE cannot utilize this Agreement as a means to prevent or to interfere in any way with RANCHES' ability to close/open any of its roads, to regulate traffic, to implement traffic controls, or to add/remove traffic calming devices. RANCHES acknowledges that any such road regulation may negatively affect response times. Response delays caused by RANCHES road regulations may not be used as a basis to support a claim against DAVIE for failure to meet its monthly response times. RANCHES agrees to consult with the DAVIE POLICE CHIEF and the DAVIE FIRE CHIEF regarding road closures or other traffic controls that may affect response times. The final decision on such matters shall remain with RANCHES.

31.23 Force Majeure: In the event of an act of God, hurricane, flood, tornado, tropical storm, one hundred year storm event, riot, act of terrorism, or other disaster, the parties agree to provide service to the best extent of their ability given the circumstances. Nothing during a force majeure shall be considered a breach of Agreement, or cause for termination of the Agreement, provided that DAVIE and RANCHES use their best efforts under the circumstances.

31.24 Entire Agreement: This Agreement constitutes the final, complete, and exclusive Agreement and understanding between the Parties. The Parties acknowledge that there are no representations, agreements, or understandings relating to this matter, other than those expressly contained in this Agreement. This Agreement shall supersede all prior oral or written agreements or representations between the Parties hereto pertaining to the within subject matter.

**AGREEMENT BETWEEN TOWN OF DAVIE AND THE TOWN OF SOUTHWEST RANCHES FOR DELIVERY OF PUBLIC SAFETY SERVICES, INCLUDING EMERGENCY MEDICAL, FIRE PROTECTION, FIRE & LIFE SAFETY, AND POLICE SERVICES**

IN WITNESS WHEREOF, the parties have made and executed this Agreement on the respective dates under each signature: DAVIE signing by and through its Mayor, duly authorized to execute same by Council action on the \_\_\_\_ day of \_\_\_\_\_, 2023, and RANCHES, signing by and through its Mayor, duly authorized to execute same by Council action on the \_\_\_\_ day of \_\_\_\_\_, 2023.

**TOWN OF DAVIE**

By \_\_\_\_\_  
Judy Paul, Mayor

\_\_\_\_\_ day of \_\_\_\_\_, 2023

Approved as to form:

By \_\_\_\_\_  
Allan T. Weinthal, Esq.  
Town Attorney

**AGREEMENT BETWEEN THE TOWN OF DAVIE AND THE TOWN OF SOUTHWEST RANCHES PROVIDING FOR DELIVERY OF PUBLIC SAFETY SERVICES, INCLUDING EMERGENCY MEDICAL, FIRE PROTECTION, FIRE & LIFE SAFETY, AND POLICE SERVICES**

IN WITNESS WHEREOF, the parties have made and executed this Agreement on the respective dates under each signature: DAVIE signing by and through its Mayor, duly authorized to execute same by Council action on the \_\_\_\_\_ day of \_\_\_\_\_, 2023, and RANCHES, signing by and through its Mayor, duly authorized to execute same by Council action on the \_\_\_\_day of \_\_\_\_\_, 2023.

**TOWN OF SOUTHWEST RANCHES**

By \_\_\_\_\_  
Steve Breitkreuz, Mayor

\_\_\_\_\_ day of \_\_\_\_\_, 2023

ATTEST:

\_\_\_\_\_  
Russell Muñiz, Assistant Town Administrator/Town Clerk

APPROVED AS TO FORM

By \_\_\_\_\_  
Keith M. Poliakoff, Town Attorney

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Town of Southwest Ranches  
13400 Griffin Road  
Southwest Ranches, FL 33330-  
2628

(954) 434-0008 Town Hall  
(954) 434-1490 Fax

Town Council  
Steve Breitkreuz, *Mayor*  
Jim Allbritton, *Vice Mayor*  
Bob Hartmann, *Council Member*  
Gary Jablonski, *Council Member*  
David Kuczenski, Esq., *Council Member*

Andrew D. Berns, MPA, *Town Administrator*  
Keith M. Poliakoff, JD, *Town Attorney*  
Russell Muniz, MPA, *Assistant Town Administrator/Town Clerk*  
Emil C. Lopez, CPM, *Town Financial Administrator*

## COUNCIL MEMORANDUM

**TO:** Honorable Mayor Breitkreuz and Town Council  
**VIA:** Andrew D. Berns, Town Administrator  
**FROM:** Russell Muniz, Assistant Town Administrator/Town Clerk  
**DATE:** 8/10/2023  
**SUBJECT:** Repeal and Approve New Solid Waste ILA

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### **Recommendation**

Town Council consideration for a motion to approve the resolution.

### **Unanimous Vote of the Town Council Required?**

No

### **Strategic Priorities**

A. Sound Governance

### **Background**

On May 25, 2023 the Town Council adopted Resolution 2023-051 which authorized the Town to enter into an Interlocal Agreement (ILA) with Broward County (County) to participate as a municipal party in an independent legal entity known as the Solid Waste Disposal and Recyclable Materials Processing Authority of Broward County, Florida (Authority).

Upon transmittal of the executed ILA to the County it was determined that an amended version was circulated by the County two days prior to the Town Council's adoption and the version adopted had been superseded.

The changes to the amended ILA mainly concern the creation of an expanded section regarding the legal counsel for the Authority. The Town Council wishes to adopt the final version of the ILA, attached hereto as Exhibit "A".

**Fiscal Impact/Analysis**

None.

**Staff Contact:**

Russell Muniz, Assistant Town Administrator/Town Clerk

**ATTACHMENTS:**

Description	Upload Date	Type
RESO - Repealing Resolution 2023-051 - TA Approved	8/2/2023	Resolution
Revised Solid Waste Authority ILA	8/3/2023	Agreement

**RESOLUTION NO. 2023-XXX**

**A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, REPEALING RESOLUTION NO. 2023-051, ADOPTED ON MAY 25, 2023, AND APPROVING A NEW INTERLOCAL AGREEMENT WITH BROWARD COUNTY TO PARTICIPATE AS A MUNICIPAL PARTY IN AN INDEPENDENT LEGAL ENTITY KNOWN AS THE SOLID WASTE DISPOSAL AND RECYCLABLE MATERIALS PROCESSING AUTHORITY OF BROWARD COUNTY, FLORIDA, ATTACHED HERETO AS EXHIBIT "A" AND INCORPORATED HEREIN AND AUTHORIZING THE PROPER TOWN OFFICIALS TO EXECUTE; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, on May 25, 2023 the Town Council adopted Resolution 2023-051 which authorized the Town to enter into an Interlocal Agreement (ILA) with Broward County (County) to participate as a municipal party in an independent legal entity known as the Solid Waste Disposal and Recyclable Materials Processing Authority of Broward County, Florida (Authority); and

**WHEREAS**, upon transmittal of the executed ILA to the County it was determined that an amended version was circulated by the County two days prior to the Town Council's adoption and the version adopted had been superseded; and

**WHEREAS**, the changes to the amended ILA mainly concern the creation of an expanded section regarding the legal counsel for the Authority; and

**WHEREAS**, the Town Council wishes to adopt the final version of the ILA, attached hereto as Exhibit "A".

**NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA:**

**Section 1.** That the foregoing "WHEREAS" clauses are hereby ratified and confirmed as being true and correct and are hereby made a specific part of this Resolution.

**Section 2.** Resolution No. 2023-051, which was adopted on May 25, 2023, is hereby repealed in its entirety, and replaced with the attached ILA for Solid Waste Disposal and Recyclable Materials Authority of Broward County, Florida, which is attached hereto and is incorporated herein by reference as Exhibit "A".

**Section 3.** The Town Council of the Town of Southwest Ranches hereby approves the terms and conditions of the ILA for Solid Waste Disposal and Recyclable Materials Processing Authority of Broward County, Florida which is attached hereto as Exhibit "A" and made a part hereof.

**Section 4.** At the publicly noticed Town Council Meeting on May 25, 2023, Broward County Commissioner Beam Furr was in attendance and committed that Broward County would meet with the Town to discuss the possible US 27 Waste to Energy (WTE) Incinerator site prior to making any final decisions or presenting the site as a possibility to the Larger Governing or Executive Boards of the Solid Waste Authority. It was also made clear that if the Town did not adopt this ILA that the Town would not be able to participate in the process.

**Section 5.** The proper Town of Southwest Ranches officials are hereby authorized and directed to execute this ILA, and to make any and all changes necessary and proper to effectuate the intent of this Resolutuion.

**Section 6.** All Resolutions or parts of Resolutions in conflict herewith, be and the same are repealed to the extent of such conflict.

**Section 7.** If any section, sentence, clause or phrase of this Resolution is held to be invalid or unconstitutional by any court of competent jurisdiction, then said holding shall in no way affect the validity of the remaining portions of this Resolution.

**Section 8.** This Resolution shall become effective immediately upon its passage and adoption.

**[Signatures on Following Page]**

**PASSED AND ADOPTED** by the Town Council of the Town of Southwest Ranches,  
Florida, this 10th day of August, 2023, on a motion by \_\_\_\_\_  
and seconded by \_\_\_\_\_.

Breitkreuz \_\_\_\_\_  
Allbritton \_\_\_\_\_  
Hartmann \_\_\_\_\_  
Jablonski \_\_\_\_\_  
Kuczenski \_\_\_\_\_

Ayes \_\_\_\_\_  
Nays \_\_\_\_\_  
Absent \_\_\_\_\_

\_\_\_\_\_  
Steve Breitkreuz, Mayor

ATTEST:

\_\_\_\_\_  
Russell Muñiz, Assistant Town Administrator/Town Clerk

Approved as to Form and Correctness:

\_\_\_\_\_  
Keith Poliakoff, J.D., Town Attorney  
1001.2360.01

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**INTERLOCAL AGREEMENT FOR SOLID WASTE DISPOSAL AND RECYCLABLE MATERIALS  
PROCESSING AUTHORITY OF BROWARD COUNTY, FLORIDA**

This Agreement (“Agreement”) is among Broward County, a political subdivision of the State of Florida (“County”), and the municipalities in Broward County that formally approve this Agreement pursuant to its terms and return an executed signature page (each, individually, a “Municipal Party” and collectively, the “Municipal Parties”) (collectively, the “Parties” and each individually a “Party”).

**ARTICLE 1. RECITALS AND FINDINGS OF FACT**

1.1. Mission Statement. To protect the long-term public health, safety, and welfare of the residents of the Municipal Parties and County, the Parties commit to working together collaboratively through the creation of an independent legal entity known as the “Solid Waste Disposal and Recyclable Materials Processing Authority of Broward County, Florida” (the “Authority”), the purpose of which is to develop and implement a long-term, environmentally sustainable, transparent, innovative, and economically efficient plan and approach to disposal, reduction, recycling, and reuse of waste generated in Broward County.

1.2. Goals of the Authority. The Authority will (a) encourage recycling, reduction, and reuse, in order to divert Authority Solid Waste (defined below) from landfills, seeking to ultimately reach zero waste, (b) support regional solutions with other counties with priority being given to the needs and goals of the Parties, (c) conduct comprehensive public education campaigns, and (d) engage in and/or support research and development into disposal, reduction, recycling, reuse, and utilization of the latest technology to create a sustainable and resilient Authority Solid Waste disposal and Recyclable Materials (defined below) processing system. In connection with these goals, the Authority should consider and evaluate all existing permitted facilities and properties within Broward County with the appropriate entitlements and land uses, seeking to ultimately reach zero waste in order to meet its goals and objectives. The Authority may offer the Parties collection and hauling services for Authority Solid Waste and Recyclable Materials; however, ultimate responsibility for providing such services shall remain with each local government in Broward County.

1.3. Reservation of Powers. The Parties, individually and collectively, find that no municipal or County powers or functions are being transferred by this Agreement or by the creation of the Authority as a separate legal entity as described in Section 163.01, Florida Statutes. Each Party retains ultimate responsibility within its jurisdiction for supervising waste and recycling as provided by applicable law. Consequently, the Parties find that the Authority serves a limited government function: to operate the System (defined below). The Parties further find that the Authority is not a mere instrumentality of County or of the Municipal Parties. Except for such matters expressly stated in this Agreement, neither County nor the Municipal Parties shall maintain operational control hindering the Authority’s status as an independent and separate legal entity.

1.4. Other Critical Operations Not Addressed by this Agreement. The continuation of this Agreement is contingent on (a) a Master Plan (defined below) being ratified by the Authority, and (b) approval of an amendment to this Agreement by the Parties, both as detailed below. The purpose of the Master Plan and the contemplated amendment to this Agreement is to: (a) provide further specificity regarding the Authority's operations that the Parties have elected to address after the Effective Date (defined below), and (b) resolve other critical issues related to the Authority's creation and reflect such consensus as may exist or be formed concerning operations and related responsibilities, liabilities, or other commitments once the Parties determine the precise operations that will be undertaken, and facilities that will be owned, by the Authority.

## ARTICLE 2. DEFINITIONS

2.1. **Authority Solid Waste** means garbage, rubbish, trash, refuse, or other discarded material resulting from the operation of residential, commercial, governmental, or institutional establishments in Broward County that would normally be collected, processed, and disposed of through a public or private solid waste management service. Unless excluded by the Master Plan, this term includes tropical storm debris, hurricane debris, all other storm debris, yard waste, bulk trash, white goods (including, without limitation, large household appliances, refrigerators, stoves, washing machines, drying machines, microwave ovens, and water heaters), manure, and construction and demolition debris. The term does not include the following: solid waste from industrial, agricultural, or mining operations (other than construction and demolition debris); sludges; solids or dissolved materials in domestic sewage, or other significant pollutants in water resources, including, without limitation, silt, dissolved or suspended solids in industrial wastewater effluents, or dissolved materials in irrigation return flows; any nuclear source or byproduct materials regulated under Chapter 404, Florida Statutes, or under the Federal Atomic Energy Act of 1954, as amended; Recovered Materials (defined below); Hazardous Materials (defined below); or any waste deemed unacceptable in the Master Plan.

2.2. **Broward Tonnage** means the total amount of System Waste (defined below) generated in each Municipal Party's jurisdiction and in the unincorporated areas of Broward County. When accurate data for System Waste is not available, the Governing Board (defined below) may by majority vote elect to approximate the total amount of System Waste by using population figures based on the most recent Bureau of Economic and Business Research – University of Florida report or any other reasonable source of population data it deems appropriate.

2.3. **Executive Committee** means the body described in Section 6.3, composed of members of the Governing Board and granted the powers described in Section 8.3.

2.4. **Governing Board** means the primary governing body of the Authority as described in Section 6.2 and granted the powers described in Sections 8.1 and 8.2.

2.5. **Hauler** means a person or entity engaged in the collection, transportation, or delivery of System Waste pursuant to an agreement with, or authorization granted by, any Party or the Authority.



2.6. **Hazardous Materials** means any waste, debris, substance, constituent, object, or material that: (a) is determined to be hazardous, toxic, corrosive, reactive, ignitable, explosive, radioactive, infectious, carcinogenic, teratogenic, or mutagenic (collectively, "Hazardous"), pursuant to the Broward County Charter, Chapter 27 of the Broward County Code of Ordinances, Florida Statutes Chapter 403, Chapter 62-730 of the Florida Administrative Code, the Resource Conservation and Recovery Act ("RCRA"), 42 U.S.C. § 6901, et seq., the Comprehensive Environmental Response, Compensation, and Liability Act ("CERCLA"), 42 U.S.C. § 9601, et seq., the Toxic Substances Control Act, 15 U.S.C. § 2601, et seq., 40 C.F.R. Parts 239 through 374, 40 C.F.R. Parts 700 through 799, 49 C.F.R. § 172.101, or any rule or regulation promulgated pursuant to the foregoing authorities; (b) is classified as "universal waste" pursuant to 40 C.F.R. Part 273; (c) is otherwise prohibited or determined to be Hazardous by applicable state or federal law; (d) is determined to be Hazardous at any time by the United States Environmental Protection Agency; (e) may cause damage to an Authority Solid Waste, Recyclable Materials, or Recovered Materials facility accepting the Hazardous Materials; or (f) otherwise poses a threat to public health or safety.

2.7. **Master Plan** means the master plan of operations document required to be adopted by the Authority for strategic and operational planning purposes, as well as describing the Authority's operations in detail and providing the comprehensive planning framework and strategic direction to manage System Waste, across Broward County, consistent with the Parties' responsibilities under applicable law.

2.8. **Recovered Materials** means metal, paper, glass, plastic, textile, or rubber materials that have known recycling potential, can be feasibly recycled, and have been diverted and source separated or have been removed from the solid waste stream for sale, use, or reuse as raw materials, whether or not the materials require subsequent processing or separation from each other, but the term does not include materials destined for any use that constitutes disposal. Recovered Materials, as described in this Agreement, are not included within the definition of Authority Solid Waste.

2.9. **Recyclable Materials** means those materials that are capable of being recycled and that would otherwise be processed or disposed of as Authority Solid Waste.

2.10. **System** means the collective arrangement of infrastructure and facilities overseen, owned, operated, acquired, or contracted for by the Authority and provided for in the Master Plan to manage System Waste.

2.11. **System Waste** means Authority Solid Waste, Recovered Materials, and Recyclable Materials, collectively, generated in any of the Parties' jurisdictions and/or from outside of Broward County and identified as acceptable waste to be accepted by the Authority in the Master Plan. This term does not include Hazardous Materials or any waste deemed unacceptable in the Master Plan.

### ARTICLE 3. FORMATION

3.1. By this Agreement, the Parties are coordinating a joint management program for System Waste through the Authority, created as an independent and separate legal entity pursuant to, and consistent with, Sections 163.01, 403.706(11), (12), (15), and (19), and 403.713, Florida Statutes.

3.2. The Authority will have the power and duty to establish, operate, and maintain the System. This Agreement does not divest any Party of its ultimate authority or obligation to supervise the provision of services related to System Waste generated in its jurisdiction; none of the powers granted the Authority constitutes a transfer of powers or functions as addressed under Article VIII, Section 4, of the Florida Constitution.

3.3. Deadline to Adopt Initial Master Plan and Facilities Amendment. The Authority, through its Governing Board, must: (a) adopt a Master Plan pursuant to the requirements of Article 7, and (b) approve a proposed amendment to this Agreement (the "Facilities Amendment") that must subsequently be adopted by the Parties and that meets the procedural and substantive requirements of this section (the requirements under both subparts (a) and (b) are collectively "Formation Conditions"). If the Formation Conditions are not met within eighteen (18) months, plus any extension(s) of time approved pursuant to Section 3.3.1, after the Effective Date, this Agreement automatically terminates, and upon such automatic termination the Parties will only owe such duties to one another as expressly survive termination of this Agreement.

3.3.1. Extension. The Executive Committee may, by majority vote, extend the deadline to meet the Formation Conditions for up to an additional aggregate total of six (6) months. If the Executive Committee does not extend or has no further extension of the deadline available to it, the Governing Board may, by majority vote, extend the deadline by up to an additional twelve (12) months (i.e., beyond the six (6) month extension exercisable by the Executive Committee). In no circumstance will the deadline to meet the Formation Conditions, as extended, be more than thirty-six (36) months after the Effective Date.

3.3.2. Withdrawal. If and after the Governing Board approves the Facilities Amendment, the Authority shall provide written notice to each Municipal Party and to County. After receiving the Authority's notice, each Municipal Party's elected body shall have one hundred twenty (120) days to adopt a resolution approving the Facilities Amendment. A Municipal Party's failure to deliver to the Authority a resolution adopted by its elected body approving the Facilities Amendment within the one hundred twenty (120) day period will be deemed that Party's withdrawal from this Agreement. Except for provisions that survive expiration or termination of this Agreement, a Party that withdraws from this Agreement pursuant to this section will have no further rights, duties, or obligations hereunder, including, without limitation, that such Party will not have any representative on the Governing Board or the Executive Committee. Notwithstanding the foregoing, any Party that withdraws pursuant to this section will not be prevented from rejoining at a later date pursuant to Section 5.2.

3.3.3. Facilities Amendment; Required Contents. The Facilities Amendment must provide for the following:

3.3.3.1. A procedure and terms by which County may utilize facilities operated as part of the System (if any) that the Authority may own relating to the disposal of Authority Solid Waste if: (a) the Authority is no longer using the facility or has substantially reduced usage of the facility, resulting in a reduction of disposal capacity in Broward County, (b) such capacity is deemed necessary by County to fulfill its obligations under Section 403.706(1), Florida Statutes, and (c) County intends to operate such facility; and

3.3.3.2. A process to effectuate the orderly transfer of services being performed by the Authority and the transfer of assets of the Authority to a successor entity, or to County if County chooses to perform those services, if this Agreement is terminated or expires or if the Authority is dissolved (collectively "Wind Down"), including detailed processes addressing:

3.3.3.2.1. The disposition and/or transfer of reserve funds collected by the Authority associated with the assets being transferred;

3.3.3.2.2. How liabilities of the Authority, including debt obligations associated with assets being transferred, will be satisfied;

3.3.3.2.3. Whether or how County may acquire assets of the Authority that County intends to continue operating on behalf of the residents of Broward County related to Authority Solid Waste; and

3.3.3.2.4. How the costs of a capital expansion for County-owned facilities will be allocated among the Parties (which may include, among other things, County paying the full cost, the Municipal Parties paying the full cost, or some sharing of costs between County and the Municipal Parties).

3.3.4. Notwithstanding anything in this Agreement to the contrary, including, without limitation, Article 16, for the Facilities Amendment to be effective, it must be approved by the elected bodies of: (a) Municipal Parties representing at least eighty percent (80%) of the total population of the Municipal Parties; and (b) County. The Facilities Amendment must be adopted by the elected bodies of the Parties described in this section for the Formation Conditions to be met.

3.3.5. Condition on Exercise of Powers. Until the Formation Conditions are fully met, the Authority may not exercise any of the powers granted in the following sections of this Agreement:

3.3.5.1. Section 8.1.3 (Establishment of rates, fees, and other charges);

3.3.5.2. Section 8.1.4 (Recyclable Materials and Recovered Materials processing);

- 3.3.5.3. Section 8.1.5 (Recyclable Materials and Recovered Materials facilities and programs);
- 3.3.5.4. Section 8.1.7 (Collection and transportation services);
- 3.3.5.5. Section 8.1.8 (Authority Solid Waste disposal);
- 3.3.5.6. Section 8.1.12 (Issuance of bonds);
- 3.3.5.7. Section 11.1 (Commitment of System Waste); or
- 3.3.5.8. Section 11.2 (Regulatory Flow Control).

#### **ARTICLE 4. DURATION**

4.1. Effective Date and Initial Term. This Agreement will be effective on the first business day after it has been executed by: (a) Municipal Parties representing at least seventy-five percent (75%) of the population of Broward County; and (b) County (“Effective Date”). This Agreement begins on the Effective Date and continues for a period that ends forty (40) years after the Effective Date (“Initial Term”). Subject to Articles 3 and 17, no Party may terminate or otherwise withdraw from this Agreement during the Initial Term.

4.2. Extension Terms. This Agreement may be extended for up to two (2) consecutive ten (10) year terms (each an “Extension Term,” and together with the Initial Term, the “Term”) by the approval of the Parties’ elected bodies as set forth below:

4.2.1. No later than five (5) years before the end of the then-current term, the Governing Board must determine, based on the projected funding needs of the Authority, the percentage of Broward Tonnage and number of Municipal Parties necessary to extend this Agreement. Notwithstanding the foregoing, no Extension Term may be exercised unless the elected bodies of Municipal Parties representing at least fifty percent (50%) of the Broward Tonnage and the elected body of County agree to exercise the Extension Term.

4.2.2. Except for the provisions of this Agreement that survive termination of this Agreement or that survive a Party’s withdrawal from this Agreement, only those Parties whose elected bodies approve an Extension Term will be bound to this Agreement during such Extension Term.

4.2.3. If the Parties fail to extend this Agreement pursuant to Section 4.2.1, this Agreement will expire at the end of the then-current Term.

#### **ARTICLE 5. MEMBERSHIP ELIGIBILITY AND OBLIGATIONS**

5.1. Eligibility for Membership. County and each municipality located within Broward County are eligible to be Parties to this Agreement and thereby be members of the Authority.

5.2. Subsequent Joinder by Municipalities. After the Effective Date, any eligible municipality that is not already a Party may become a Party by agreeing to this Agreement (as may subsequently be amended), the Master Plan, and any additional terms and conditions established by the Authority, including, without limitation, payment of all amounts as may be required by the Governing Board.

5.3. Dissolution or Merger of Municipal Parties. Any Municipal Party that becomes unincorporated will lose its representative on the Governing Board. The tonnage attributed to any such former Municipal Party will be transferred to County for the purposes of calculating Broward Tonnage in relation to voting. Municipal Parties that merge will retain only a single representative on the Governing Board and the tonnage attributed to the merged Municipal Party will be the combined tonnage of the merging Municipal Parties for the purposes of calculating Broward Tonnage in relation to voting.

5.4. Ongoing Contributions of Parties Prior to Special Assessment. Until the Authority is able to fund its budget through special assessments or other methods, each Party must financially contribute towards the costs of operations of the Authority as stated in this section. Such expenses shall not exceed an aggregate yearly maximum amount of two million dollars (\$2,000,000), calculated on a fiscal year basis (October 1 to September 30). If the Effective Date is on any date other than the start of a fiscal year, the Authority's budget for the first fiscal year shall not exceed a prorated amount of the maximum provided for in this section. The Authority will invoice each Party that Party's yearly funding obligation, on a quarterly or other basis as determined by the Authority, payable in advance.

5.4.1. Consultant Expenses. County will be responsible for payment to the Authority for fifty percent (50%) of the costs of professional/technical consultants retained by the Authority for the development of the Master Plan, with the remaining fifty percent (50%) of such costs paid by the Municipal Parties on a pro rata basis based on population.

5.4.2. Other Authority Expenses. Other than the division of expenses set forth in Section 5.4.1, each Party will jointly fund all other Authority expenses on a pro rata basis based on population (for County, the unincorporated area).

5.5. System Waste Segregation Programs. After the effective date of the applicable minimum standards in any policy or program established by the Authority, the Parties must not enact or permit to continue any program for segregating new or used materials at the point of generation for reuse or recycling that fails to meet the minimum standards in the policy or program established by the Authority, unless expressly excepted by the Authority.

5.6. Cooperation. Each Party agrees to cooperate in good faith with the Authority and to deliver such further information and to take such other actions as may be reasonably requested by the Authority to carry out the intent and purposes of this Agreement, including, without limitation:

5.6.1. Providing Hauler information, including, without limitation: Hauler name and address; make, body type, and motor vehicle registration number of each vehicle used; area of collection; status as municipal vehicle operator or contract hauler; and data received pursuant to Section 11.4;

5.6.2. Adopting such regulations, executing such agreements, providing such information, and doing such work as may be required by any federal, state, or local agency as part of any application for financial assistance; and

5.6.3. Performing such other acts as may be reasonably required by the Authority in furtherance of its operation of the System.

The Authority must pay all reasonable out-of-pocket costs associated with this Section 5.6.

## **ARTICLE 6. GOVERNANCE**

6.1. The Authority will be overseen and managed by a Governing Board, Executive Committee, and Executive Director (described below), which are hereby established and have the powers and authority as set forth herein.

### 6.2. Governing Board.

6.2.1. Membership. Each Party must appoint one (1) of its elected officials to serve as a member of the Governing Board, which appointee serves at the pleasure of the appointing Party. The appointment by each Party will be made according to such rules and procedures as may be adopted by the appointing Party. Should a representative on the Governing Board cease to be a duly qualified elected official of the appointing Party or have more than two (2) consecutive absences from meetings of the Governing Board that are not excused (by majority vote of the Governing Board or pursuant to adopted policy), the appointing Party must promptly appoint a replacement member that meets the foregoing requirements.

6.2.2. Meetings. The Governing Board must meet at least twice per fiscal year of the Authority, at such dates and times as determined by the Chair of the Governing Board, to conduct the business of the Authority.

6.2.3. Alternate Members. Each Party must appoint one (1) of its elected officials as an alternate member to serve on the Governing Board in the absence of that Party's primary appointed member. An alternate member may only vote when the primary member of the Governing Board for that Party is absent from the meeting. Alternate members may attend and participate during discussion in all Governing Board meetings.

6.2.4. Approvals. Subject to Sections 6.8 and 7.1, the Governing Board may take official action only if: there is a quorum; the action is supported by an affirmative vote of a majority of the representatives present that are eligible to vote; and the action is also supported by the affirmative vote of members representing a majority of the Broward

Tonnage. Alternate members of the Governing Board will count towards quorum only when they are serving as voting members.

6.3. Executive Committee.

6.3.1. Membership. An Executive Committee is to be established, composed of eleven (11) members of the Governing Board as follows:

6.3.1.1. The County's Governing Board Member.

6.3.1.2. Ten (10) Governing Board members from Municipal Parties, who will be selected as follows:

6.3.1.2.1. Large Municipalities. Five (5) members representing the largest third (1/3) of Municipal Parties by population, selected by majority vote of the members of the Governing Board representing those Municipal Parties.

6.3.1.2.2. Medium Municipalities. Three (3) members representing the middle third (1/3) of Municipal Parties by population, selected by majority vote of the members of the Governing Board representing those Municipal Parties.

6.3.1.2.3. Small Municipalities. Two (2) members representing the smallest third (1/3) of Municipal Parties by population, selected by majority vote of the members of the Governing Board representing those Municipal Parties.

6.3.1.2.4. If the number of Municipal Parties is not evenly divisible by three (3), then: (a) if there is a single additional Municipal Party, it will be placed in the Small Municipalities group, or (b) if there are two (2) additional Municipal Parties, the larger one (1) will be placed in the Medium Municipalities group and the other one (1) will be placed in the Small Municipalities group.

6.3.1.3. Population figures to assign Municipal Parties into each of the categories for purposes of selecting members of the Executive Committee will be based on the most recent Bureau of Economic and Business Research – University of Florida report, with such assignments adjusted on January 1, 2030, and every ten (10) years thereafter, and at the conclusion of each two (2) year term if any municipality joined this Agreement during the interim.

6.3.1.4. Terms of Service on Executive Committee. Executive Committee members serve a two (2) year term. Should a member of the Executive Committee cease to be a member of the Governing Board, a successor must be selected using

the same procedures as provided in Section 6.3.1, which successor will serve for the remaining term of the original appointment.

6.3.1.5. Members of the Executive Committee representing groups of Municipal Parties may be removed at any time by majority vote of the applicable portion of the Governing Board (e.g., Large Municipalities, Medium Municipalities, or Small Municipalities, as applicable) that selected them.

6.3.1.6. Any decision of the Executive Committee may be overturned by an affirmative vote of: (a) at least two-thirds (2/3) of the members of the Governing Board representing Municipal Parties; and (b) the County's representative on the Governing Board. If the initial vote of the Governing Board in favor of overturning an Executive Committee decision consists of Governing Board members representing at least ninety (90%) of the population of the Municipal Parties present at the time of the vote, but did not include the County's representative in favor of overturning such decision, then a second vote will be taken; if the second vote is a unanimous vote of the Municipal Parties' representatives to the Governing Board present that voted in the initial vote, the Executive Committee decision will be overturned regardless of the County representative's vote. Notwithstanding the foregoing, the Governing Board may not overturn any decision of the Executive Committee concerning the appointment, removal, or compensation of the Executive Director.

#### 6.3.2. Alternate Members.

6.3.2.1. There must be one (1) alternate member from each of the three (3) municipal categories, selected in the same manner as the primary members. There must be one (1) alternate member from County, who shall be the County's alternate member of the Governing Board.

6.3.2.2. Alternate members may only vote when a primary member of the Executive Committee in the applicable category is absent from the meeting. Alternate members may attend and participate during discussion in all meetings.

6.3.2.3. Alternate members will count towards quorum only when they are serving as voting members.

6.3.3. Meetings. The Executive Committee will meet regularly at such dates and times as may be necessary to conduct the business of the Authority. Meetings may be scheduled by the Executive Committee and pursuant to such rules of procedure as may be adopted by the Executive Committee; such rules will include a process for the Executive Director to request a meeting. Minutes of each meeting of the Executive Committee shall be distributed to all Governing Board members upon approval of such minutes by the Executive Committee.



6.3.4. Approvals. Except as specifically provided in this Agreement, approval of an action or recommendation will require a quorum and a majority vote of its members present at a meeting and eligible to vote.

6.4. Technical Advisory Committee. A Technical Advisory Committee (“TAC”) is established and will be composed of representatives from each Party. The role of the TAC, and any TAC subcommittee established by the TAC, is to provide technical advice, guidance, recommendations, and counsel to the Governing Board, Executive Committee, and/or Executive Director on technical matters relevant to the System, including environmental issues and educational programs, and to provide a forum for the exchange of ideas among Party representatives, the public, and the private sector. The Executive Committee shall determine appropriate staffing for the TAC.

6.4.1. Membership. Each Party may appoint a representative with technical or professional knowledge and/or experience in the solid waste industry, environmental sciences, sustainability, or another related profession, to the TAC from that Party’s solid waste, environmental management, public works, utilities, or similar department or organizational division. In addition to the regular TAC representative, each Party may also designate a similarly qualified alternate representative. Alternate representatives may attend and participate in the TAC meetings or TAC subcommittee meetings but may only be counted toward a quorum or vote in the absence of the appointed representative for which they serve as alternate. TAC representatives and alternates will serve at the pleasure of their appointing Party.

6.4.2. Meetings. Regular meetings of the TAC will be held in accordance with a schedule approved by the TAC, or as directed by the Governing Board, Executive Committee, or Executive Director.

6.4.3. Approvals. Except as specifically provided in this Agreement, action by the TAC will require a quorum and approval by a majority of the representatives present at the meeting and eligible to vote.

6.5. Meeting Procedure. The following procedures apply to the Governing Board, the Executive Committee, and the TAC:

6.5.1. Quorum. A quorum will be a majority of the total voting members, provided that the members comprising the quorum must represent at least one-half (1/2) of the Broward Tonnage. Unless otherwise authorized by the Governing Board, the Executive Committee, or the TAC, as applicable, a quorum is determined on the basis of physical attendance. If there is a quorum, all members may vote regardless of whether they are attending the meeting physically or via remote conferencing technology.

6.5.2. Chair and Vice-Chair. On an annual basis, the membership of each body must select from among its members a Chair and a Vice-Chair; the Vice-Chair will serve as the Chair when the Chair is not present.

6.5.3. Rules of Procedure. Each body may adopt rules of procedure to conduct its business. In the absence of any specifically adopted rules, the body will use Robert's Rules of Order; provided, however, if there is a conflict between this Agreement and Robert's Rules of Order, this Agreement governs.

6.5.4. Meetings Open to the Public. Meetings of the Governing Board, Executive Committee, and TAC shall be open to the public in accordance with Florida's Government-in-the-Sunshine Law, Section 286.011, Florida Statutes, excluding meetings that are statutorily exempt pursuant to applicable law.

6.6. Ethics and Required Abstentions.

6.6.1. Ethics Compliance. In their roles with the Authority, each member of the Governing Board and the Executive Committee will be treated as "Covered Individuals" within the meaning of Section 1-19 of the Broward County Code of Ordinances and must comply with all state and County laws and requirements pertaining to conflicts of interest, ethics, and lobbying. For purposes of the prohibition on lobbying under Section 1-19(c)(2) of the Broward County Code of Ordinances, the Executive Director and TAC will also be treated as "Covered Individuals." The Governing Board may adopt additional requirements for itself, the Executive Director, the Executive Committee, the TAC, and any employees of the Authority.

6.6.2. No member of the Governing Board or Executive Committee will participate in discussion or vote on any item that relates to an agreement or contract in which the member's respective appointing body (i.e., Municipal Party or County) is a party. This provision is limited only to agreements or contracts with four (4) or fewer Parties, applies only to meetings of the Governing Board or Executive Committee, and does not prohibit the recused member from voting on the agreement or contract when such agreement or contract comes before their Party's elected body.

6.7. Executive Director.

6.7.1. The role of Executive Director is hereby established with such specific duties and responsibilities as described in Section 8.4.

6.7.2. The Executive Director must be an employee of the Authority and while serving as Executive Director, must not be: (a) employed by any Party; (b) serving on the elected body of any Party; or (c) contracted to consult for or lobby on behalf of any Party.

6.7.3. The Executive Committee may appoint or remove the Executive Director by majority vote.

6.8. Major Decisions. Notwithstanding anything to the contrary in this Agreement, the Authority may not take any of the following actions without the approval of at least: (a) two-

thirds (2/3) of the representatives of the Governing Board voting; and (b) representatives of the Governing Board voting that account for two-thirds (2/3) of the Broward Tonnage:

6.8.1. The sale, distribution, or transfer of any real property interest with a value of more than two million dollars (\$2,000,000);

6.8.2. The issuance of bonds or the approval of a bank loan with a value of more than two million dollars (\$2,000,000);

6.8.3. The recommendation to remove the Executive Director, subject to Executive Committee approval;

6.8.4. Approval of any and all special assessments;

6.8.5. The initiation or settlement of any legal action with an estimated value of more than two million dollars (\$2,000,000); or

6.8.6. Assignment by the Authority of any of its rights or obligations under this Agreement.

6.9. Distribution of Authority Cash or Property; Surplus Authority Funds. Except as otherwise provided in this section, and notwithstanding any other section of this Agreement, the Authority is prohibited from distributing any cash or property to any Party or Parties except upon Wind Down or to reimburse the Parties for contributions made to the Authority pursuant to Section 5.4., and then, only if: (a) upon Wind Down, the Auditor (defined below) issues a written opinion that such distribution will not impact any closure, perpetual maintenance, or other obligations that may exist after expiration or earlier termination of this Agreement; and (b) such distribution is fair and equitable between the Parties. In all other circumstances, if the Authority has surplus funds or property not needed for ongoing operations of the System or for future closure, maintenance, and reserve obligations, it may only be utilized for System-related purposes, including but not limited to reserving for future System improvements or obligations, maintenance, repairs, or expansion; to provide credits against or reductions to future assessments, tipping fees, or other user fees; or to enhance recycling and materials reuse programs or education. The prohibitions in this section do not apply to contracts for fair or adequate consideration between the Authority and one or more Parties or have any impact with regard to the property known as Alpha 250.

#### 6.10. Legal Counsel.

6.10.1. Authority Counsel. Authority Counsel shall act as the general counsel and advisor to the Authority, including counsel to the Governing Board and the Executive Committee. Authority Counsel will have such duties as authorized by the Governing Board and serve at the pleasure of same. Authority Counsel shall not be an: (a) elected official of any Party, or (b) employee of any Party other than the Authority. Authority Counsel shall be an attorney duly licensed to practice law in the State of Florida, shall be in good standing

with the Florida Bar, and shall at all times comply with all applicable rules of the Florida Bar regulating attorney conduct. Authority Counsel shall have substantial experience providing counsel to a governmental entity or governmental entities within the State of Florida and demonstrated familiarity with issues related to solid waste disposal and recycling. Except for the matters described in Section 6.10.2, Authority Counsel may retain special counsel to provide legal services to the Authority in connection with particular legal matters or in the event of actual or perceived legal conflict, subject to the approval of the Executive Committee.

#### 6.10.2. Independent Counsel; Scope of Services and Procedures for Retention.

6.10.2.1. The Parties recognize there are certain Sensitive Issues (defined below) where Parties may have conflicting interests, and as to which Authority Counsel may have an actual or perceived conflict of interest or bias.

6.10.2.2. The “Sensitive Issues” are: (a) whether a specific action of the Authority requires the vote of a Party’s (or Parties’) elected body or Governing Board member; (b) whether a proposed action by the Governing Board or Executive Committee requires an amendment to the Master Plan; (c) whether a proposed amendment to the Master Plan constitutes a Significant Amendment as defined in Section 7.1.2.1; (d) whether a proposed action by the Governing Board or Executive Committee should be treated as an amendment to the Master Plan that requires a Party’s (or Parties’) Governing Board member’s consent pursuant to Section 7.1.3; or (e) whether a proposed action by the Governing Board or Executive Committee must be made through an amendment to the Agreement that requires a Party’s (or Parties’) elected body’s approval pursuant to Section 16.1.5.

6.10.2.3. Before the Authority may exercise any of its powers under Sections 8.1.1 through 8.1.12 and before the Governing Board or Executive Committee may exercise any related powers, the Authority must adopt, by unanimous vote of the Executive Committee, procedures relating to the retention, scope of work, qualifications of, compensation for, and effect of opinions of independent outside counsel, to address situations where the general counsel for a Party issues a written opinion that the opinion of Authority Counsel on a Sensitive Issue is legally incorrect (“Independent Counsel Procedures”).

6.10.2.4. Adoption of the Independent Counsel Procedures and any subsequent amendments thereto require a unanimous vote of the Executive Committee. The initial proposed Independent Counsel Procedures will be developed by the municipal and County attorneys that serve as co-counsel to the Solid Waste Working Group established by the “Memorandum of Understanding Regarding Collaborative Study and Subsequent Development of an Integrated Solid Waste and Recycling System” between Broward County municipalities and

County with an effective date of October 1, 2019 (namely, Jamie Cole, Esq. with Weiss Serota Helfman Cole + Bierman, PL, Michael Cirullo, Esq. with Goren Cherof Doody & Ezrol, PA, and the County Attorney, collectively, "SWWG Co-Counsel"), and may only be submitted for consideration to the Executive Committee after separate and independent written approval of the draft proposed procedures is issued by each of the SWWG Co-Counsel. Proposed amendments to the Independent Counsel Procedures may only be considered by the Executive Committee after separate and independent written approval of the proposed amendment is issued by (a) counsel designated by the municipal members of the Executive Committee, and (b) the County Attorney.

6.10.2.5. Nothing in this section shall be deemed a condition precedent to, and shall not prevent or inhibit, any Party's right to invoke the separate dispute resolution provisions pursuant to Article 17.

## ARTICLE 7. OBLIGATIONS OF THE AUTHORITY AND MASTER PLAN

7.1. Master Plan. The Authority must adopt a Master Plan that describes, among other things, the operations of the Authority in sufficient detail to fund and implement the System and any related facilities or programs and to allow the Authority to plan for financing, investments, and improvements related to the System.

7.1.1. Contents. A Master Plan must provide for, at a minimum, the following:

7.1.1.1. Revenues necessary to operate the Authority, including the amount of, and methodology to calculate, reserve funds needed to cover any and all applicable costs for closure, long-term care, perpetual maintenance, and potential remediation related to the System and its components;

7.1.1.2. Storage, separation, processing, recycling, recovery, reuse, and identification of the number of diversion sites and disposal sites for System Waste needed for System operations, as may be appropriate;

7.1.1.3. Diversion plans for: (a) any Hazardous Materials that have impermissibly entered the System; and (b) any System Waste for which diversion is appropriate under applicable law;

7.1.1.4. Strategies, services, and programs to address Authority Solid Waste reduction as well as Recyclable Materials and Recovered Materials processing, and appropriate public education regarding same;

7.1.1.5. Alternative and contingency facilities, consistent with this Agreement;

7.1.1.6. Whether certain disposal methods will be prohibited at Authority-owned facilities for the purposes of protecting underground sources of drinking water;

7.1.1.7. Additional goals identified by the Governing Board not inconsistent with applicable law, this Agreement, or with County's exercise of its statutorily granted powers and obligations; and

7.1.1.8. Strategies to fulfill the obligations of the Authority related to System Waste delivered to the System, consistent with the powers and limitations of this Agreement.

7.1.2. Procedure to Adopt and Amend Master Plan.

7.1.2.1. Adoption of Master Plan and Significant Amendments. A Master Plan will not be effective unless approved by: (a) members of the Governing Board representing Municipal Parties that comprise at least two-thirds (2/3) of the total population of the Municipal Parties, and (b) County's representative to the Governing Board. All proposed amendments to the Master Plan that concern any of the following (collectively, "Significant Amendments") will be subject to the same requirements for approval (set forth in the preceding sentence) as a Master Plan to be effective:

7.1.2.1.1. Addition or removal of any category of waste or material (e.g., yard waste, bulk trash, white goods, etc.) from the Authority's jurisdiction or operations;

7.1.2.1.2. Closure of any "solid waste disposal facility," as defined in Section 403.703, Florida Statutes (2022), owned or operated by the Authority;

7.1.2.1.3. County's obligations under Section 403.706(1), Florida Statutes.

7.1.2.2. Adoption of Other Amendments to Master Plan. Amendments to the Master Plan that are not Significant Amendments must be adopted by the Governing Board subject to the provisions of Section 6.2.3. If at least one third (1/3) of the Governing Board members present agree that a proposed amendment to the Master Plan constitutes a Significant Amendment, it shall be treated as a Significant Amendment and may only be adopted subject to the provisions of Section 7.1.2.1.

7.1.3. Notwithstanding anything in this Agreement to the contrary, no proposed amendment to the Master Plan that directly or indirectly (a) creates any additional liability or obligation of any Party, (b) disproportionately removes a right of any Party, or (c) has a disproportionate adverse effect on any Party, will be effective without the affirmative vote of the impacted Party's (or Parties') representative(s) on the Governing Board. In the event of a conflict between the Master Plan and this Agreement, this Agreement will prevail.

7.2. Obligation to Perform. The Authority must implement the various material strategies, services, programs, and goals described in the adopted Master Plan, as may be amended.

7.3. Obligation to Direct the Flow of System Waste. The Authority is obligated to accept all System Waste committed by the Parties, pursuant to Section 11.1, and must cause such System Waste to be directed from the designated System receiving facilities and delivered to appropriate sites for processing or disposal in compliance with the Master Plan and applicable law.

7.4. Obligation to Maintain Reserves. The Authority must ensure adequate reserve funds are collected and maintained to cover applicable costs for closure, long-term care, perpetual maintenance, and potential environmental and other remediation related to the System. The amount of reserve funds and methodology to calculate same must be included in the Master Plan.

## **ARTICLE 8. POWERS OF THE AUTHORITY**

8.1. The Authority has the following general powers, which are granted to the Governing Board unless otherwise expressly provided for in this Agreement:

8.1.1. Develop, adopt, and implement a Master Plan consistent with the powers of the Authority and consistent with the terms and conditions stated in this Agreement.

8.1.2. Develop an annual revenue and expense budget for each fiscal year sufficient for the operation of the Authority.

8.1.3. Establish such rates, fees, and other charges and revenue sources allowed by law, including, without limitation, special assessments and tipping fees, to sufficiently fund and operate the System, which rates, fees, and other charges must be applied uniformly to each Party and will be set at no higher an amount than is reasonably required to accomplish the authorized purposes of the Authority (including all appropriate reserves). Notwithstanding the foregoing, the Authority may establish different rates, fees, or other charges for Parties that join the Authority after the Effective Date and may provide reasonable credits against any such rates, fees, or other charges for Parties that have made extraordinary contributions of funds, real property, other assets, services, or in-kind contributions to the Authority.

8.1.4. Provide for the processing of Recyclable Materials and Recovered Materials generated in each Party's jurisdiction.

8.1.5. Develop, implement, operate, and manage facilities and programs concerning the processing of Recyclable Materials and Recovered Materials and make same available to each Party on uniform terms. Nothing herein will prevent any Party from developing, implementing, operating, or managing programs concerning the processing of Recyclable Materials or Recovered Materials that do not conflict with the minimum standards set by

the Authority. Notwithstanding the foregoing, the Authority may establish different terms for Parties that join the Authority after the Effective Date.

8.1.6. Set minimum standards for System Waste segregation or source separation programs at the point of generation or collection.

8.1.7. Operate services for the collection and transportation of System Waste or other types of waste identified in the Master Plan for collection or transport and, if the Authority chooses to operate such services, make said optional services available to each Party.

8.1.8. To the extent permissible under applicable law and provided it does not interfere with County's ability to fulfill its statutory obligations, including under Section 403.706(1), Florida Statutes, the Authority will have the power to provide disposal for Authority Solid Waste generated in the Parties' jurisdictions. The Authority is not granted the power to own or operate a "solid waste disposal facility," as that term is defined in Section 403.703, Florida Statutes (2022), or sell or otherwise transfer an interest in such a facility, unless an amendment to this Agreement, granting such power to the Authority and setting forth the limits and extent of such power, is approved by the elected bodies of: (a) Municipal Parties representing at least two-thirds (2/3) of the total population of the Municipal Parties, and (b) County.

8.1.9. Conduct studies and research on strategies to improve the management of System Waste.

8.1.10. Provide monitoring of projects, programs, and facilities that directly or indirectly affect the System.

8.1.11. Provide education, outreach, and public information programs to increase the percentage of Recyclable Materials and Recovered Materials that are successfully recycled, to promote the reduction and reuse of Authority Solid Waste in the Parties' jurisdictions, and to increase public understanding of, and engagement with, the Authority's work.

8.1.12. Issue bonds or other instruments related to short- or long-term borrowing, and letters of credit or debt that materially relates to the System.

8.1.13. Sue and be sued, implead, and be impleaded in all courts.

8.1.14. Consistent with the powers described in this Article 8, the requirements of Chapter 403, Florida Statutes, and other applicable law, the Authority will have the power to contract with governmental agencies, individuals, public or private corporations, municipalities, and any other person or entity.

8.1.15. In order to fulfill the purpose and intent of this Agreement, and except as expressly limited by this Agreement, exercise all other necessary and appropriate powers of an



independent entity created pursuant to Chapter 163, Florida Statutes, including without limitation, to acquire, at its discretion, personal or real property or any interest therein by gifts, lease, or purchase.

8.2. The Governing Board has power and authority to take the following actions:

8.2.1. Approval of annual budgets as described in Article 9.

8.2.2. Approval and levy of special assessments as described in Article 9.

8.2.3. Approval of revenue bonds.

8.2.4. Establish the aggregate maximum debt authority of the Executive Committee.

8.2.5. Purchase, sell, or lease any assets of the Authority, in any amount, subject to applicable law.

8.2.6. Enter into agreements for services in any amount, subject to applicable law.

8.2.7. Approval of the Master Plan, the Facilities Amendment, and other amendments, as described in Article 7 and subject to the terms and conditions stated in this Agreement.

8.2.8. Appoint Authority Counsel and make all decisions regarding Authority Counsel, including compensation and, as necessary, removal.

8.2.9. Approval of the annual tipping fee(s), consistent with the terms and conditions of this Agreement.

8.2.10. Approval of any fictitious name or marketing name for the Authority.

8.2.11. Approval of any Governing Board rules of procedure.

8.2.12. Approval of bylaws for the Authority, including, without limitation, the extent of the powers and authority of the Executive Committee or Executive Director to: (a) approve and execute contracts for goods, services, and real property; (b) pursue, defend, and settle legal claims or litigation; (c) enter into revolving and other debt agreements; and (d) exercise other powers of the Governing Board.

8.3. Unless provided otherwise in this Agreement, the Executive Committee has the following powers:

8.3.1. Overseeing the operation and management of the Authority.

8.3.2. Establishing surety bond requirements for the Authority's officers and employees in such amounts as it deems necessary. The premiums for the bonds will be paid by the Authority in the same manner as any other operating expense.

8.3.3. Approval of operational policies for the Authority.

8.3.4. Approval of any annual plan of operations for the Authority.

8.3.5. Develop and recommend to the Governing Board tipping fees, rates, and other charges and revenue sources to sufficiently fund the System and the operation of the Authority.

8.3.6. Develop and recommend to the Governing Board an annual budget, including hosting public workshops and other forums for public input for the annual budget.

8.3.7. Develop and recommend bylaws for the Authority to the Governing Board.

8.3.8. Enforce Flow Control Ordinances (defined below) and the flow control provisions of Hauler contracts for System Waste, as the agent for the Municipal Parties and/or for County, if provided for in such ordinances and to the extent such action is necessary to comply with the Authority's obligations under this Agreement and the service agreements.

8.3.9. Initiate the process for the issuance of revenue bonds; provided that no such revenue bonds will be issued unless approved by the Governing Board and consistent with the terms of this Agreement.

8.3.10. For special assessments, retain any consultants necessary to conduct rate and methodology studies.

8.3.11. Appointment of the Executive Director and all personnel-related decisions regarding the Executive Director, including annual reviews, compensation, and, as necessary, removal.

8.4. The Executive Director serves as the chief executive officer of the Authority, responsible for the operation of the Authority in accordance with the policies and decisions of the Governing Board and the Executive Committee, and, among such other duties as authorized by those policies and decisions, has the following specific duties and responsibilities:

8.4.1. Hire and manage a chief sustainability officer for the Authority or other such employee with similar responsibilities regardless of title.

8.4.2. Hire and manage other such employees as authorized by the Governing Board through its approval of the annual budget as being necessary for the operation of the Authority.

8.4.3. Oversee all personnel issues with employees of the Authority, including setting salaries and benefits, annual reviews, discipline, and termination.

8.4.4. Serve as registered agent for all service of process on the Authority and execute documents on the Authority's behalf as authorized by the Governing Board.

8.4.5. Provide recommendations, assistance, and support as necessary for the Governing Board's adoption of a Master Plan.

8.4.6. Provide recommendations, assistance, and support as necessary for the Executive Committee's approvals of operational policies for the Authority and the annual plan of operations for the Authority.

## **ARTICLE 9. REVENUE, BORROWING, AND BUDGET**

9.1. Special Assessments. In accordance with the provisions of Florida law, including Chapters 163 and 197, Florida Statutes, the Parties agree and stipulate that all improved properties in the geographical areas governed by any of the Parties (for County, the unincorporated area) receive a direct, substantial benefit by the provision of System Waste disposal and processing services by the Authority. Therefore, the Authority has the power to impose, levy, and collect (directly or indirectly) special assessments as a means of: financing the construction and/or acquisition of additions, extensions, and improvements to the System and/or the payment of the principal of and interest on bonds issued pursuant to this Agreement; paying the costs of operating, maintaining, and repairing the System; and providing funds for all other payments that are required to be made by the Authority in connection with the purposes of this Agreement.

9.2. Subject to Section 6.8, the Governing Board will have the power to set rates for and approve the levy, collection, and enforcement of special assessments by resolution, as provided by and consistent with Florida law and this Agreement. Prior to any vote of the Governing Board to levy a special assessment, the Authority will conduct, or hire a consultant to conduct, an assessment study. If such a study was performed on behalf of County and/or Municipal Parties prior to the creation of the Authority, the Governing Board may, in lieu of having a new study performed, adopt the findings of such earlier study if the Governing Board determines that such findings remain valid and reliable despite the passage of time.

9.3. Revenue Bonds and Other Instruments. The Governing Board will determine the need for the issuance of any bonds or other instruments related to short- or long-term borrowing, and the need for letters of credit that it deems necessary or convenient for the operation of the Authority.

9.4. The Governing Board must establish, and may amend, a maximum amount of aggregate debt that may be approved by the Executive Committee. The Executive Committee may approve the issuance of any debt in the aggregate up to that maximum amount. Any debt that exceeds that maximum amount will not be issued unless approved by the Governing Board.

9.5. Annual Budget. The Authority, through the Governing Board, must adopt an annual budget for each fiscal year, consistent with the requirements of Florida law as well as any procedural requirements established by local authorities such as the Broward County Property Appraiser and Broward County Tax Collector.

## ARTICLE 10. AUDITING

10.1. The Executive Committee must appoint an external auditor to serve as auditor to the Authority (“Auditor”). The Auditor will, among other things, complete an annual audit of the Authority’s receipts and expenditures. The Auditor will report directly to the Governing Board.

10.2. The Executive Committee will appoint five (5) of its members to serve on a Standing Audit Committee. The Standing Audit Committee will be responsible for the selection process for engaging and recommending an Auditor to the Executive Committee for appointment.

## ARTICLE 11. COMMITMENT OF SYSTEM WASTE

11.1. Commitment of System Waste. The Parties must cause all System Waste that is: (a) identified by the Master Plan as acceptable for delivery into the System, and (b) generated in the Parties’ respective boundaries (for County, within the unincorporated area), to be collected, transported, delivered, and deposited at the designated receiving facilities of the System pursuant to the Master Plan or annual plan of operations, except for System Waste that is transported outside the State of Florida. Except with the prior express written consent of the Authority, no Party will deliver (directly or by contract) into the System any waste, debris, substance, constituent, object, or material that does not qualify as System Waste.

11.2. Regulatory Flow Control. No later than the effective date of the Facilities Amendment, each Party agrees to enact a flow control ordinance pursuant to Section 403.713, Florida Statutes, in a form provided by the Authority, directing that all System Waste generated within its respective geographic boundaries (for County, within the unincorporated area) be delivered to the System, as designated in the Master Plan, except for such waste that is to be transported outside the State of Florida (“Flow Control Ordinance”). Each Party shall maintain their respective Flow Control Ordinances in effect throughout its participation as a Party. Nothing in this section requires a Party to enact a Flow Control Ordinance that operates to terminate or breach any existing contractual agreement the Party has in place prior to becoming a Party (“Conflicting Agreements”); however, each Party must provide copies of all such Conflicting Agreements to the Authority at the time it becomes a Party and shall not renew or extend any such Conflicting Agreement. For those Parties with existing Conflicting Agreements in place on the Effective Date, the adoption of a Flow Control Ordinance under this section must specify that it becomes effective upon the expiration or earlier termination of such existing Conflicting Agreements. Notwithstanding anything else contained herein, this Agreement does not require any Party to violate the prohibitions in Sections 403.7046(2) or 403.713(2), Florida Statutes, concerning the sale and management of Recovered Materials.

11.3. Each Party agrees to include in any Hauler contracts or contract amendments executed after the Effective Date, a provision that all System Waste must be delivered to the System, except for any waste generated within that Party’s then-current geographic boundaries that is shown to be destined for recycling or disposal outside the State of Florida, and each Party must strictly enforce such contract obligation. In each such contract and all contract amendments, the Authority must be expressly identified as a third-party beneficiary for the sole purpose of

enforcing such provisions, if enforcement is necessary, to ensure the delivery of System Waste to the System. Prior to initiating any such enforcement action, the Authority must communicate and coordinate with the relevant Party.

11.4. System Waste Reporting Ordinance. Each Party agrees to enact and maintain in effect a System Waste reporting ordinance, in a form provided by the Authority, directing that each Hauler report on a monthly basis all of the following information to their contracting Party or Parties, with a copy to the Authority:

11.4.1. The amount of each category of System Waste collected in each Party's jurisdiction in cubic yards or tons.

11.4.2. Where each category of System Waste collected by the Hauler has been transported. Identification will be by the name and address of the receiving facility.

11.4.3. The quantity (either by volume, weight, or number and size of all trucks or containers) of System Waste that is not processable by a waste-to-energy plant or other System facility that has been collected by the Hauler and that is to be transported outside the State of Florida.

11.4.4. Where the System Waste that is not processable by a waste-to-energy plant or other System facility has been transported outside of the State of Florida. Identification will be by the name and address of the receiving facility.

The System Waste reporting ordinance provided in this section must be adopted by each Party no later than the date determined by the Executive Committee, which shall be no earlier than the date of adoption of the Master Plan.

11.5. With the prior consent of the Authority, any Party may appoint the Authority as its agent for the enforcement of obligations in any agreement, license, permit, franchise, or other arrangement related to the obligations of this article.

11.6. Each Party agrees to include the obligation to comply with the requirements of the ordinances required by Sections 11.2 and 11.4, respectively, in all applicable agreements, licenses, permits, franchises, or other arrangements with Haulers entered into on or after the Effective Date.

11.7. Title to and Interest in System Waste. The Parties relinquish to the Authority any and all title to and interest in System Waste collected within their respective boundaries, effective upon delivery of that System Waste to the System. To the maximum extent provided under applicable law, and except as otherwise provided herein, upon delivery of their System Waste to the Authority, the Parties also relinquish to the Authority all liability for the proper management and disposal of such System Waste.

11.8. Commitment Limited by Existing Agreements. Notwithstanding anything to the contrary in this Agreement, the Authority will not, and this Agreement will not, require any Party to take

any action that would breach or conflict with any current agreement concerning System Waste, including, without limitation: the June 2012 agreement between County and Wheelabrator Environmental Systems Inc. (now WIN-Waste Innovations, Inc.) for solid waste disposal services and the May 2015 Global Amendment thereto; the September 2012 interlocal agreement for solid waste disposal support services, as amended; the April 2015 Settlement Agreement between Waste Management Inc. of Florida and the City of Coconut Creek; any debris clearing or temporary debris management site contract that predates the Effective Date; or any Hauler contract that predates the Effective Date. In addition, the Authority will not, and this Agreement will not, require any Party to take any action that would breach or conflict with the Interlocal Agreement between Broward County and various municipalities for Optional County Services for Keep Broward Beautiful, Household Hazardous Waste and Electronics, and Bulk Trash and Yard Waste Drop-Off Programs, or any successor agreement concerning Household Hazardous Waste.

#### **ARTICLE 12. DEBT OBLIGATIONS**

Except as expressly provided in this Agreement or applicable law, any debt obligations incurred by the Authority will be the sole obligation of the Authority and will not be an indebtedness of any Party or Parties within the meaning of any constitutional, statutory, charter, ordinance provision, or other limitation of such Party. No Party is obligated to pay or cause to be paid any amounts due under this Agreement except as expressly provided or incorporated herein, and no Party pledges its full the faith and credit for the payment of any such amounts.

#### **ARTICLE 13. RELATIONSHIPS OF THE PARTIES**

Except as set forth herein, nothing in this Agreement imposes upon any Party any responsibility whatsoever with respect to services provided or contractual obligations assumed by any other Party, and nothing in this Agreement will be deemed to make any Party a partner, agent, or local representative of any other Party or to otherwise create any type of fiduciary responsibility or relationship of any kind whatsoever among the Parties, except as expressly stated herein. The obligations created and imposed by this Agreement are not joint; rather, such obligations are separate and several among the Parties.

#### **ARTICLE 14. INDEMNIFICATION**

14.1. Indemnification Obligations. The Authority will, at its sole cost and expense, indemnify, hold harmless, and defend (“Indemnification Obligations”) each Party and each Party’s current, past, and future officers, agents, and employees (each, an “Indemnified Party”), to the maximum extent permitted by law, from and against any and all causes of action, demands, claims, counterclaims, third-party claims, administrative actions, damages of any kind (including, without limitation, personal injury or bodily harm), destruction, losses, liabilities, costs (including, without limitation, costs of investigations, assessments, clean up, fines, violations, punitive damages, regulatory reopeners, and/or remediation), and expenditures of any kind, including, without limitation, attorneys’ fees, court costs, and expenses, including through the conclusion of any appellate proceedings, for the matters described in this section and/or in Sections 14.2 and 14.3 below (each a “Claim”). Notwithstanding the Indemnification Obligations

in this article, nothing herein shall act as a waiver by a Party or the Authority of any limitation on liability, including but not limited to sovereign immunity and limitations on tort liability as provided in Section 768.28, Florida Statutes.

14.2. System-Related Claims. The Authority must fulfill its Indemnification Obligations to each Indemnified Party, regardless of whether the Indemnified Party allegedly or actually caused, directly or indirectly, in whole or in part, any Claim(s) arising from, relating to, or in connection with, any or all of the following:

(a) any alleged, threatened, or actual presence or release of any Hazardous Materials in, on, above, or under any site that is or was part of the System at a time when such Hazardous Materials were threatened to be released or actually present or released;

(b) any actual, proposed, or threatened use, treatment, storage, holding, existence, disposition, discharge, or other release, generation, production, manufacturing, processing, refining, control, management, containment, abatement, removal, handling, or transfer of any Hazardous Materials located in, under, on, or above any site that is or was in the System, or transportation of any Hazardous Materials to or from the System (collectively, "Covered Activity");

(c) any actual or proposed assessment, clean up, and/or remediation of any Hazardous Materials at any time located in, under, on, or above any site that is or was in the System, whether or not such assessment, clean up, and/or remediation is voluntary or pursuant to court or administrative order, including any resulting or required clean up, control, management, containment, abatement, removal, remedial, or corrective action;

(d) the imposition, recording, or filing or the threatened imposition, recording, or filing of any environmental lien encumbering any site that is or previously was part of the System at any time during the Term;

(e) any past, present, or threatened injury to, destruction of, or loss of natural resources relating to the construction, use, operation, or maintenance of the System or within the System, including claims for damages, contribution, costs to investigate and assess such injury, destruction, or loss; or

(f) any actual or threatened failure to comply with any debt obligation incurred by the Authority.

14.3. Claims for Acts or Omissions of Authority Actors. The Authority must fulfill its Indemnification Obligations to each Indemnified Party for Claims that are caused or alleged to be caused, in whole or in part, by any act or omission of the Authority, its officers, employees, agents, or contractors acting on behalf of the Authority (collectively, "Authority Actors") for any Claims, including, without limitation, those arising from, relating to, or in connection with one or more of the following by one or more Authority Actors:

(a) any actual or threatened breach of any obligation contained within or undertaken as a result of this Agreement;

(b) any failure to comply with any provision or material obligation contained within or undertaken as a result of the Master Plan;

(c) any intentional, reckless, or negligent act or omission;

(d) arranging for storage, handling, treatment, disposal, or transport of Hazardous Materials to, from, or at any facility or incineration vessel containing such or similar Hazardous Materials; or

(e) any past, present, or threatened noncompliance with or violation of: (i) any environmental laws, including, without limitation, Chapter 27 of the Broward County Code of Ordinances, Florida Statutes Chapters 376 and 403, Chapters 62-701 through 62-787 of the Florida Administrative Code, the Clean Water Act, 33 U.S.C. § 1321, et seq., RCRA, 42 U.S.C. § 6901, et seq., CERCLA, 42 U.S.C. § 9601, et seq., Toxic Substances Control Act, 15 U.S.C. § 2601, et seq., 40 C.F.R. Parts 239 through 799, 49 C.F.R. § 172.101; (ii) any ordinance, regulation, standard, condition, requirement, permit, license, or authorization; or (iii) any order of any governmental authority.

14.4. Defense of Claims. The Authority must, upon written notice of a Claim from an Indemnified Party, defend that Indemnified Party with counsel selected by the Authority and approved by the Indemnified Party, which approval will not be unreasonably withheld.

14.5. Right to Withhold. If considered necessary by an Indemnified Party, any amounts due the Authority from that Indemnified Party under Section 5.4, whether as provided for in this Agreement or any subsequently adopted Master Plan, may be retained by the Indemnified Party until all Claims against the Indemnified Party subject to the Indemnification Obligations have been settled or otherwise resolved by the Authority. Any withheld amounts shall not be subject to payment of interest.

14.6. Exclusions. Notwithstanding anything in this article to the contrary, nothing in this Agreement will be construed to require the Authority (or any successor thereto) to fulfill the Indemnification Obligations if prohibited by applicable law (including, without limitation, the restrictions stated in Section 768.28(19), Florida Statutes), or in connection with a Claim in which an Indemnified Party seeks to be relieved of its statutory liabilities, with exceptions for joint and several liabilities, caused by that Indemnified Party's intentional delivery (whether directly or indirectly, including by contract) of previously known Hazardous Materials into the System without the prior express written consent of the Authority. Nothing in this article limits the defenses available to the Authority (including under Section 768.28, Florida Statutes) in the defense of an Indemnified Party pursuant to the Indemnification Obligations.

14.7. Survival of Indemnification Obligations. The Authority's Indemnification Obligations survive the expiration or earlier termination of this Agreement.



## **ARTICLE 15. DEFAULT**

If any Party or the Authority fails to perform or observe any of the material terms and conditions of this Agreement and fails to cure such failure within sixty (60) days after receipt of written notice of such default from another Party or from the Authority (or, if such failure cannot be reasonably be cured within sixty (60) days, the Party fails to promptly initiate and diligently pursue cure to completion), then in addition to any other claim at law or in equity, the Party giving the notice of default shall be entitled, but is not required, to seek specific performance of this Agreement. The Parties acknowledge that money damages may be an inadequate remedy for the failure to perform and that the Party giving notice is entitled to obtain an order requiring specific performance, injunction, or other equitable relief. Failure of any Party to exercise its rights in the event of any breach by another Party shall not constitute a waiver of such rights. No Party shall be deemed to have waived any failure to perform by another Party unless such waiver is in writing and signed by the waiving Party, with such waiver limited to the terms specifically contained therein.

## **ARTICLE 16. AMENDMENTS TO THIS AGREEMENT**

16.1. Except as expressly authorized in Sections 3.3, 8.1.8, and this article, this Agreement may only be amended as follows:

16.1.1. The Executive Committee is responsible for recommending proposed amendments to this Agreement to the Governing Board.

16.1.2. Upon approval of a proposed amendment to this Agreement by the Governing Board, the Executive Director shall provide notice of the proposed amendment to all Parties of the Authority by forwarding a copy to each Party for consideration by that Party's elected body.

16.1.3. Any amendment that substantively modifies any of the following provisions, or that concerns any of the following subjects, will not be effective unless approved by every Party's elected body:

16.1.3.1. Article 3 (Formation);

16.1.3.2. Article 4 (Duration);

16.1.3.3. Section 6.2.1 (Governing Board Membership);

16.1.3.4. Section 6.3.1 (Executive Committee Membership);

16.1.3.5. Section 6.8 (Major Decisions);

16.1.3.6. Section 8.1 (Powers of the Authority), except for Section 8.1.8;

16.1.3.7. Article 12 (Debt Obligations);

16.1.3.8. Article 14 (Indemnification);

16.1.3.9. Article 17 (Dispute Resolution Process; Authority Liability; Choice of Law, Venue, Jury Trial Waiver);

16.1.3.10. Wind Down (as defined in Section 3.3.3.2); or

16.1.3.11. Disposition of assets owned by the Authority.

16.1.4. Except as otherwise provided in this Agreement, all amendments are effective if approved by the elected bodies of Parties representing at least two-thirds (2/3) of the total population of the Parties plus a majority of the Parties; however, if a Party does not give notice of its elected body's rejection of the proposed amendment within ninety (90) days after that Party received notice of the amendment, that Party will be deemed to have approved the amendment.

16.1.5. Notwithstanding Section 16.1.4, no amendment that directly or indirectly: (a) creates any additional liability or obligation of any one Party (but not all Parties), (b) disproportionately removes a right of only one Party, or (c) has a disproportionate adverse effect on any Party, will be effective unless it is approved by such Party (or Parties) as evidenced by the adoption of a resolution approving the amendment by that Party's (or Parties') elected body.

16.1.6. This Agreement may not be amended to provide greater powers to the Governing Board, the Executive Committee, or the Executive Director than have been granted to the Authority.

16.2. Unless the amendment states otherwise, the amendment will take effect upon certification by the Governing Board that the necessary approvals of the Parties have been obtained.

## **ARTICLE 17. DISPUTE RESOLUTION PROCESS; AUTHORITY LIABILITY; CHOICE OF LAW, VENUE, JURY TRIAL WAIVER**

17.1. Informal Dispute Resolution. The following procedure will apply to resolve a dispute between the Authority and any number of Parties, or between Parties, relating to matters arising out of this Agreement ("Dispute"): (i) the Authority or the Party will issue written notice of the Dispute to the Party or the Authority, as applicable, and any other applicable Parties; and (ii) the parties to the Dispute will use reasonable efforts to resolve the Dispute within sixty (60) days after the written notice, including through informal settlement meetings, discussions, mediation, or other process as may be agreed among them. The parties to the Dispute may jointly agree to extend the day deadline for informal dispute resolution.

17.2. Formal Dispute Resolution. If the Dispute is not fully resolved through the informal dispute resolution process described in Section 17.1, the parties to the Dispute will follow the

conflict resolution procedures for governmental disputes as provided in Chapter 164, Florida Statutes.

17.3. Failure to Resolve through Formal Dispute Resolution. If the processes required by Sections 17.1 and 17.2 fail to resolve the Dispute, the Authority and/or applicable Parties may litigate such Dispute.

17.4. Court-Ordered Dissolution of Authority; Termination of Agreement. In addition to any remedy at law or equity that a Party may have against the Authority, if a court of competent jurisdiction enters a final judgment that (a) the Authority is incapable of performing the services for which it was created, or (b) the actions or inactions of the Authority have prevented County from performing its obligations under Section 403.706, Florida Statutes, such court may order monetary damages (against the Authority but not against any members of the Authority) or equitable relief including, without limitation, the termination of this Agreement and the dissolution of the Authority.

17.5. Authority Liability for Capital Expansion of County Solid Waste Disposal Facilities. In addition to any other damages or remedies at law or in equity, if the Authority fails to perform its obligations under Sections 7.2 or 7.3 and, as a result, County undertakes an expansion of its solid waste disposal facilities to ensure it can satisfy its statutory obligations under Section 403.706, Florida Statutes, to provide disposal capacity for Authority Solid Waste generated in each Party's jurisdiction, the Authority shall be liable and responsible for payment to County of costs incurred by County for such capital expansion through the end of the of the remaining projected useful life of the disposal facility or facilities. Neither a reduction in the amount of Authority Solid Waste disposed of because of increases in the amount of Recyclable Materials lawfully processed or recycled at an appropriate site, nor a reduction in Authority Solid Waste disposal capacity at any Authority-owned facility resulting from County's exercise of its right of first refusal, pursuant to Article 18, shall be deemed a failure by the Authority to perform its obligations under Sections 7.2 or 7.3 of this Agreement.

17.6. Choice of Law; Venue; Waiver of Jury Trial. This Agreement and all disputes between the Parties and the Authority arising out of or relating to this Agreement shall be construed in accordance with and governed by the laws of the State of Florida. The sole and exclusive venue for any litigation related to or arising out of this Agreement, or the duties and responsibilities of the Authority and the Parties, shall be in State Courts of the Seventeenth Judicial Circuit, in and for Broward County, Florida. **EACH PARTY KNOWINGLY, VOLUNTARILY, AND UNEQUIVOCALLY WAIVES ANY RIGHTS IT MAY HAVE TO A TRIAL BY JURY FOR ANY CLAIMS, WHETHER IN CONTRACT, TORT, OR STATUTE, ARISING OUT OF OR RELATING TO THIS AGREEMENT.**

#### **ARTICLE 18. RIGHT OF FIRST REFUSAL**

18.1. Prior to entering an agreement to sell real property owned by the Authority of any value, including the associated material property, plant, or equipment (collectively referred to as "Authority Property"), the Authority must provide a copy of the offer, letter of intent, or proposed agreement ("Offer") to all Parties. The Parties will have a right of first refusal to

purchase the Authority Property at the same price, and on the same terms and conditions, as the Offer, as provided below:

18.1.1. If the Authority Property is a “solid waste disposal facility,” as defined in Section 403.703, Florida Statutes (2022), County will have the right of first refusal. If County does not exercise the right of first refusal provided in this section, the Municipal Party or Municipal Parties where the Authority Property is located will have the right of first refusal.

18.1.2. For all other Authority Property, the Municipal Party, Municipal Parties, and/or County (for Authority Property located within unincorporated Broward County) where the subject Authority Property is located will have the right of first refusal. For Authority Property located within the territorial jurisdiction of more than one local governmental entity (e.g., two Municipal Parties or a Municipal Party and unincorporated Broward County), the right of first refusal may be exercised jointly or, if one Party elects not to exercise the right, by the other applicable Party. If no Municipal Party exercises the right of first refusal provided in this section, County will have the right of first refusal.

If the applicable Party does not provide the Authority with notice of its intent to exercise its right of first refusal within sixty (60) days after the Authority provides the Parties with a copy of the Offer, the Authority may proceed with the sale of the Authority Property. If County does not provide the Authority with notice of its intent to exercise the right of first refusal as provided in Section 18.1.1, the relevant Municipal Party or Municipal Parties will have sixty (60) days after receipt of notice from the Authority that County has not exercised its right to provide notice of intent to exercise its right of first refusal. If no Municipal Party provides the Authority with notice of its intent to exercise the right of first refusal as provided in Section 18.1.2, County will have sixty (60) days after receipt of notice from the Authority that no applicable Municipal Party has exercised its right to provide notice of its intent to exercise its right of first refusal.

## **ARTICLE 19. MISCELLANEOUS**

19.1. Assignment. Except in the event of merger between Parties or the dissolution of a Party, wherein the successor to the Party will automatically become a Party, this Agreement, or any interest herein, may not be assigned, transferred, or otherwise encumbered, under any circumstances by any Party without the prior written consent of all other Parties to this Agreement, which will not be unreasonably withheld. Subject to Section 6.8, nothing herein will be deemed to restrict or prohibit the Authority’s assignment of its rights and obligations as is deemed necessary or appropriate by the Authority for the provision of services under this Agreement.

19.2. Notices. All notices, consents, and other communications required, permitted, or otherwise delivered under this Agreement must be in writing and delivered either by hand with proof of delivery or mailed by first class registered or certified mail, return receipt required, postage prepaid, with contemporaneous email, and in any case must be addressed to each Party’s mayor, with copies to its chief executive officer (e.g., City/Town Manager, County

Administrator, etc.) and its chief legal officer (e.g., City/Town Attorney, County Attorney, etc.), at the address of its main headquarters. Notices, consents, and other communications given by mail in accordance with this section will be deemed to have been given five (5) business days after the postmarked date; notices, consents, and other communications given by any other means will be deemed to have been given when received.

19.3. Incorporation of Agreements. This Agreement supersedes all prior negotiations, correspondence, conversations, agreements, or understandings, applicable to the matters contained therein. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written.

19.4. Incorporation by Reference. Any and all recital clauses stated above are true and correct and are incorporated in this Agreement by reference.

19.5. Severability. In the event that any provision of this Agreement shall, for any reason, be determined to be invalid, illegal, or unenforceable in any respect, then (a) that provision is to be construed either by modifying it to the minimum extent necessary to make it enforceable (if permitted by law) or disregarding it (if not), and (b) the Parties shall negotiate in good faith and agree to such amendments, modifications, or supplements to this Agreement or such other appropriate actions as shall, to the maximum extent practicable, implement and give effect to the intentions of the Parties. If an unenforceable provision is modified, disregarded, or amended in accordance with this section, the rest of this Agreement is to remain in effect as written.

19.6. Representations and Warranties. Each Party hereby represents and warrants as to itself as follows:

19.6.1. It is duly organized and validly existing under the constitution and laws of the State of Florida, with full legal right, power, and authority to enter into and perform its obligations hereunder;

19.6.2. This Agreement has been duly authorized, executed, and delivered by it and constitutes its legal, valid, and binding obligation, enforceable against it in accordance with its terms (except as such enforceability may be limited by Article X, Section 13 of the Florida Constitution or by bankruptcy, moratorium, reorganization or similar laws affecting the right of creditors generally);

19.6.3. Neither the execution nor delivery of this Agreement, nor the performance of such Party's obligations hereunder nor the fulfillment of the terms herein: (a) conflicts with, violates or results in a breach of the Constitution, any law or government regulation of the State of Florida, or any other local law or ordinance; or (b) conflicts with, violates, or results in any breach of any term or condition of any judgment or decree, or any agreement or instrument to which it is a party or by which it or any of its properties or assets are bound, or constitutes a default thereunder; and

19.6.4. Except for the procedures provided under Chapter 163 and Chapter 75, Florida Statutes, and such action as has already been taken, no approval, authorization, or order of, or any consent or declaration, registration or filing with, any governmental authority of the State of Florida, or any referendum or other action of voters by election, is required for the valid execution, delivery, and performance of this Agreement by it.

19.7. The applicable financial disclosure, noticing, and reporting requirements of the Authority shall be those provided by general law.

19.8. Intellectual Property. The Authority will have all right, title, and interest in and to any intellectual property created by or for the Authority. No other Party will make any claim of ownership to any such intellectual property or will have any rights to the intellectual property other than as expressly set forth in a written agreement between the Board and that other Party.

19.9. Sovereign Immunity. Except to the extent sovereign immunity is expressly waived by entering into this Agreement among the Parties, nothing herein is intended to serve as a waiver of sovereign immunity by any of the Parties nor shall anything included herein be construed as consent by any of the Parties to be sued by third parties in any matter arising out of this Agreement.

19.10. Interpretation. Terms such as “herein” refer to this Agreement as a whole and not to any particular sentence, paragraph, or section where they appear, unless the context otherwise requires. Any references to “must,” “shall,” or “will” are obligatory. All citations to “Florida Statutes” mean those statutes as may be amended from time to time, except for references to the term “solid waste disposal facility,” as defined in Section 403.703, Florida Statutes (2022). Any reference to “days” means calendar days, unless otherwise expressly stated.

19.11. Third-Party Beneficiaries. The Parties do not intend to directly or substantially benefit a third party by this Agreement. Therefore, the Parties acknowledge that there are no third-party beneficiaries to this Agreement and that no third party shall be entitled to assert a right or claim against any of them based upon this Agreement.

19.12. Counterparts and Multiple Originals. This Agreement may be executed in multiple originals, and may be executed in counterparts, whether signed physically or electronically, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement.

19.13. Joinder by Authority. This Agreement is contingent upon the Authority, by majority vote of the Governing Board at its first meeting, agreeing to the terms, conditions, and obligations of the Authority as provided for in this Agreement and execution of the joinder of Authority provided for herein. Other than ministerial matters of procedure of the Governing Board, including election of a Chair and Vice-Chair, and other than executing the joinder, the Authority may not exercise any power under this Agreement until and unless it has executed such joinder, and this Agreement automatically terminates should the Governing Board fail to join in this Agreement by the end of its first meeting.

19.14. No Damages for Compliance with Future Applicable Law; Litigation Court Orders impacting Authority Operations. If any Party fails to meet its responsibilities or perform its obligations under this Agreement as a result of actions it takes in compliance with applicable laws, codes, advisory circulars, rules, regulations, ordinances, or orders of any federal, state, or other governmental entity (other than orders of the Party itself) issued, enacted, adopted, or promulgated after the Effective Date (“Future Applicable Law”), that Party shall not be liable to any other Party or to the Authority for damages, provided that such Party: (a) pursues any colorable challenge to the Future Applicable Law and the challenge proves unsuccessful (in whole or in applicable part); (b) issues written notice, with contemporaneous email, to the Authority and to all Parties within fifteen (15) days after the filing of or the initiation of such litigation; and (c) consents to intervention by the Authority and any other Party in such litigation. In addition, if a Party is named as a defendant in any litigation concerning solid waste, recycling, or issues likely to impact the Authority’s operations or that Party’s obligations under the Agreement, that Party must provide written notice of same to the Authority and all Parties within fifteen (15) days after the litigation was filed or the issue(s) otherwise arose (in the event the issue will be considered by any court within such fifteen (15) day period, such notice shall be provided as promptly as is practical after the Party receives notice of such pending court consideration) and consent to intervention in such litigation by the Authority and any other Party.

19.15. Notwithstanding anything to the contrary contained within or alluded to in this Agreement, nothing in this Agreement shall in any way diminish or modify any right or power of County to take the following actions before the Formation Conditions have been met:

19.15.1. Implement any recycling program County determines will help meet recycling goals established by the state or the Authority or identified by any expert retained by County, the Solid Waste Working Group established by the “Memorandum of Understanding Regarding Collaborative Study and Subsequent Development of an Integrated Solid Waste and Recycling System” between Broward County municipalities and County with an effective date of October 1, 2019, or the Authority; or

19.15.2. Contract for solid waste disposal capacity, or options therefor, with reasonable opportunities for coordination with representatives of the Authority, on such terms and conditions County determines will benefit the public, provided that the terms of any such agreement(s) contain a provision: (a) permitting County to assign the agreement(s) to the Authority after the Formation Conditions have been met; and (b) the Authority is not bound by such agreement(s) without its consent.

In addition, nothing contained within or alluded to in this Agreement shall at any time or in any way impede County from acting as it deems prudent to enable it to offer solid waste disposal capacity to municipalities that are not a party to the Agreement.

19.16. No Additional Financial Obligations. Notwithstanding anything to the contrary in this Agreement, prior to the Formation Conditions being met, the Authority shall take no action that in any way obligates any Party or Broward County resident to expend any money other than the amounts funded by the Parties as expressly stated in Section 5.4. **The restrictions of this Section**

19.16 shall not apply to any costs incurred by a Party pursuant to the Independent Counsel Procedures referenced in Section 6.10.2.

[The remainder of this page is intentionally left blank.]



IN WITNESS WHEREOF, the Parties hereto have made and executed this Agreement on the respective dates under each signature on behalf of each Party to this Agreement, signing by and through its Mayor or Vice-Mayor, authorized to execute same by action of its elected body.

[SIGNATURE PAGES OF PARTIES TO FOLLOW]

**JOINDER BY AUTHORITY**

By affirmative vote of the Governing Board of the Authority, signing by and through its Chair or Vice-Chair, the Authority hereby joins in this Agreement and further agrees to be bound by all terms, conditions, and obligations stated herein that apply to the Authority.

Signed: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**PASSED AND ADOPTED** by the Town Council of the Town of Southwest  
Ranches, Florida, this 10th day of August, 2023.

---

Steve Breitkreuz, Mayor

ATTEST:

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Russell Muñiz, Assistant Town Administrator/Town Clerk

Approved as to Form and Correctness:

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Keith Poliakoff, J.D., Town Attorney


IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement: BROWARD COUNTY through its BOARD OF COUNTY COMMISSIONERS, signing by and through its Mayor or Vice-Mayor, authorized to execute same by Board action on the 23 day of May, 2023, and the Municipal Parties, signing by and through their authorized signers.

COUNTY

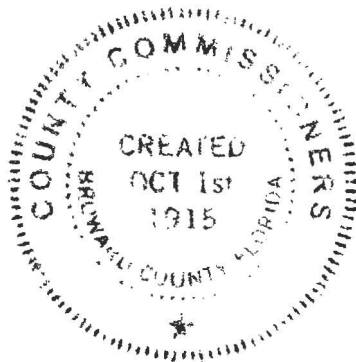
ATTEST:

  
\_\_\_\_\_  
Broward County Administrator, as  
ex officio Clerk of the Broward County  
Board of County Commissioners

BROWARD COUNTY, by and through  
its Board of County Commissioners

By   
\_\_\_\_\_  
Mayor  
26<sup>th</sup> day of May, 2023

Approved as to form by  
Andrew J. Meyers  
Broward County Attorney  
115 South Andrews Avenue, Suite 423  
Fort Lauderdale, Florida 33301  
Telephone: (954) 357-7600



By Matthew Haber Digitally signed by Matthew Haber  
Date: 2023.05.15 11:47:44 -04'00'  
Matthew Haber (Date)  
Assistant County Attorney

By Nathaniel Klitsberg Digitally signed by Nathaniel Klitsberg  
Date: 2023.05.15 15:53:47 -04'00'  
Nathaniel A. Klitsberg (Date)  
Senior Assistant County Attorney

**REGULAR MEETING MINUTES OF THE TOWN COUNCIL  
Southwest Ranches, Florida**

Thursday 7:00 PM

June 22, 2023

13400 Griffin Road

Present:

Mayor Breitreuz

Andrew Berns, Town Administrator

Vice Mayor Jim Allbritton

Russell Muñiz, Assistant Town Administrator/Town Clerk

Council Member Bob Hartmann

Emil C. Lopez, Town Financial Administrator

Council Member Gary Jablonski

Richard Dewitt, Assistant Town Attorney

Council Member David S. Kuczenski, Esq.

Regular Meeting of the Town Council of Southwest Ranches was held at 13400 Griffin Road in the Southwest Ranches Council Chambers. The meeting, having been properly noticed, was called to order by Mayor Breitreuz at 7:01 PM. Attendance was noted by roll call and was followed by the Pledge of Allegiance.

**Quasi-Judicial Hearing**

**3. Resolution Extending Site Plan Phasing Agreement for A.B. McCarthy High School**

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, EXTENDING THE TERM OF A PHASING AGREEMENT FOR ARCHBISHOP EDWARD A. MCCARTHY HIGH SCHOOL, RELATING TO ITS AMENDED SITE PLAN, WHICH WAS APPROVED ON JUNE 25, 2020, PURSUANT TO RESOLUTION NO. 2020-043; AUTHORIZING THE MAYOR, TOWN ADMINISTRATOR, AND TOWN ATTORNEY TO EXECUTE ANY AND ALL DOCUMENTS NECESSARY TO EFFECTUATE THE INTENT OF THIS RESOLUTION; AND PROVIDING AN EFFECTIVE DATE.

Assistant Town Attorney Dewitt clarified the rules of the Quasi-Judicial procedure. Assistant Town Administrator/Town Clerk Muniz administered the oath swearing in anyone who wished to speak on the item and read the resolution into the record. Town Planner Jeff Katims advised it was a simple item and he had nothing to add unless Town Council had any questions. Mayor Breitreuz then inquired if the applicant had any comments. Archbishop McCarthy Executive Director of Advancement Tony Massaro thanked the Town for their patience and guidance with the school and requested the one-year extension to the existing phasing agreement. The school is looking to add four portables which will help decrease class size while not increasing enrollment. Town Planner Jeff Katims clarified further the reason for the one-year extension and advised of future projects for the high school. Mayor Breitreuz opened the floor for public comment. One member of the public spoke, and then public comment was closed. Mayor Breitreuz recalled Executive Director Massaro to address the public comment which had to do with the length of time the high school portables will be utilized.

The following motion was made by Council Member Kuczenski and seconded by Council Member Hartmann and passed by a 5-0 roll call vote. The vote as follows: Council Members Hartmann, Jablonski, Kuczenski, Vice Mayor Allbritton, and Mayor Breitreuz voting Yes.

## **MOTION: TO APPROVE THE RESOLUTION.**

Mayor Breitreuz recognized Florida House Representative Robin Bartleman and invited her to come to the podium to address the public. She provided an abbreviated summary of the **current previous** legislative session.

### **Presentations**

#### **4. 2023 SEAB Town College Scholarship Recipient Awards**

Kathy Sullivan, Chair of the Schools and Education Advisory Board (SEAB), presented the scholarship awards to each recipient.

#### **5. Public Comment**

The following members of the public addressed the Town Council: Newell Hollingsworth and Richard Ramcharitar.

#### **6. Board Reports**

George Morris, Chair of the Drainage and Infrastructure Advisory Board (DIAB) spoke about the most recent DIAB meeting and what was discussed. He then spoke on behalf of the Aster Knight Parks Foundation regarding the upcoming Country Carnival. They need food truck vendors and have set up a website [www.swrcountryfair.com](http://www.swrcountryfair.com) to help with the process of becoming a vendor. He spoke about the Tree of Life in the Council Chambers and urged the public to purchase leaves and acorns. He spoke about improving the grassy area where the concert was held during the Country Carnival and is in touch with a contractor. He also mentioned the concert area needing a stage and thought it would help bring the community together. He mentioned the upcoming Bingo at the Barn and the Fun Car show events and asked residents to keep an eye out for more information. Lastly, he spoke about the speed sign that is being installed on SW 186 Avenue in the swale and that it would be done once the rainwater has receded, and the ground is firm.

#### **7. Council Member Comments**

Council Member Jablonski spoke about upcoming events in the Town such as HazMat at the Barn on July 29<sup>th</sup> and a special Code Hearing and the DMV Flow Mobile on July 28<sup>th</sup>. He advised due to the weather the speed sign being installed on SW 186 Avenue would be delayed. He advised that he would be speaking about the proposed 362-day fireworks ordinance with Town Administrator Berns soon and how the Town will be incorporating the fill permit recommendations the DIAB proposed.

Council Member Kuczenski spoke about the state law which allows for the usage of fireworks only 3 days out of the year as well as the proposed Town ordinance which will prohibit fireworks all other days except for the 3 days that State of Florida law allows. He urged the residents to be respectful of their neighbors as Southwest Ranches is an equestrian town. He spoke about the Rural Public Arts and Design (RPADAB) Advisory Board Photo contest's requirements and provided contact information. He also mentioned the RPADAB is also redesigning the Southwest Rancher Newsletter and the Town flag. He thanked Debbie Green, Marianne Allen and Richard Ramcharitar for their concern regarding the proposed Waste to Energy plant. Council Member Kuczenski spoke about the 2023-2024 budget talks and explained a little about the planning of it. He stated he

was unhappy that some of the Town's drainage projects funding wish list were vetoed by the state legislature. Lastly, he wondered if a drainage impact fee could be added to the construction of new homes ~~or teardown and reconstruction of existing properties.~~

Vice Mayor Allbritton spoke about attending the South Florida Regional Planning Council meeting in Key Largo and talked about their shared main concern of flooding. He spoke about how hard all the advisory boards work to better the Town and thanked them for their commitment. He spoke about the speed trailers and asked for locations to place them. He also mentioned he would like to see more of the fixed speed signs installed around the Town. He stated the residents that are fighting to stop the Waste to Energy plant are just what the Town needs.

Mayor Breitkreuz appreciated all the feedback at the Noise Ordinance workshop as well as emails and phone calls and he will put together some recommendations and work on drafting something to bring back to the Town Council. He spoke about the public safety contract and advised it will come before the Town Council in August. Lastly, he stated the Town staff is assisting him with setting up meetings with other local leaders to try and build a coalition to stop the Waste to Energy plant.

## **8. Legal Comments**

Assistant Town Attorney Dewitt provided an update on ongoing litigation between the Town and the City of Pembroke Pines and announced a Shade Session and requested it be scheduled. Assistant Town Administrator Muñiz discussed dates with the Town Council and June 29, 2023 at 7:00PM was agreed upon.

## **9. Administration Comments**

Town Administrator Berns thanked Assistant Town Administrator Muñiz and Town Staff for their assistance while he was out. There were no further comments.

**10.** A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, CREATING THE SOLID WASTE AUTHORITY ADVISORY BOARD FOR THE PURPOSE OF ADVISING AND UPDATING THE TOWN COUNCIL ON ANY MATTERS RELATED TO THE DEVELOPMENT OF THE BROWARD COUNTY SOLID WASTE AUTHORITY; AUTHORIZING THE TOWN ADMINISTRATOR TO IMPLEMENT THE CREATION OF THE BOARD; AND PROVIDING AN EFFECTIVE DATE.

The following motion was made by Council Member Hartmann and seconded by Council Member Kuczenski and passed by a 5-0 roll call vote. The vote as follows: Council Members Hartmann, Jablonski, Kuczenski, Vice Mayor Allbritton, and Mayor Breitkreuz voting Yes.

**MOTION: TO DENY THE RESOLUTION.**

**11.** A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, AGREEING TO PIGGYBACK ONTO THE SCHOOL BOARD OF MIAMI DADE COUNTY CONTRACT PRICING FOR THE PURCHASE AND INSTALLATION OF A GALVANIZED STEEL DOME ROOF SHADEPORT STRUCTURE AND RELATED PRODUCTS AND SERVICES FOR THE COUNTRY ESTATES FISHING HOLE PARK FROM INDUSTRIAL SHADEPORTS, INC. IN THE AMOUNT OF THIRTY-FOUR THOUSAND, FOUR HUNDRED SEVENTY EIGHT DOLLARS (\$34,478); AUTHORIZING THE MAYOR, TOWN ADMINISTRATOR AND TOWN ATTORNEY TO EXECUTE ANY AND ALL DOCUMENTS NECESSARY TO EFFECTUATE THE INTENT OF THIS RESOLUTION; APPROVING A BUDGET AMENDMENT TO THE FISCAL YEAR 2022/2023 BUDGET; AND PROVIDING AN EFFECTIVE DATE.

The following motion was made by Council Member Jablonski and seconded by Council Member Kuczenski and passed by a 5-0 roll call vote. The vote as follows: Council Members Hartmann, Jablonski, Kuczenski, Vice Mayor Allbritton, and Mayor Breitreuz voting Yes.

**MOTION: TO APPROVE THE RESOLUTION.**

**12.** A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, CONSENTING TO THE CITY OF COOPER CITY PROVIDING WATER SERVICES TO 6125 STALLION WAY, REAL PROPERTY LYING WITHIN THE TOWN OF SOUTHWEST RANCHES, FLORIDA; PROVIDING THAT NO FURTHER EXPANSION OF SERVICE SHALL BE PERMITTED WITHOUT THE EXPLICIT WRITTEN CONSENT OF THE TOWN; PROVIDING FOR A CERTIFIED COPY OF THIS RESOLUTION TO BE FURNISHED TO THE CITY OF COOPER CITY; AND PROVIDING AN EFFECTIVE DATE.

The following motion was made by Council Member Kuczenski and seconded by Council Member Hartmann and passed by a 5-0 roll call vote. The vote as follows: Council Members Hartmann, Jablonski, Kuczenski, Vice Mayor Allbritton, and Mayor Breitreuz voting Yes.

**MOTION: TO APPROVE THE RESOLUTION.**

**13. Adjournment**

Meeting was adjourned at 8:48 p.m.

*Respectfully submitted:*

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*Russell Muñiz, Assistant Town Administrator/Town Clerk*

*Adopted by the Town Council on this 10<sup>th</sup> day of August, 2023.*

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*Steve Breitreuz, Mayor*



PURSUANT TO FLORIDA STATUTES 286.0105, THE TOWN HEREBY ADVISES THE PUBLIC THAT IF A PERSON DECIDES TO APPEAL ANY DECISION MADE BY THIS COUNCIL WITH RESPECT TO ANY MATTER CONSIDERED AT ITS MEETING OR HEARING, HE OR SHE WILL NEED A RECORD OF THE PROCEEDINGS, AND THAT FOR SUCH PURPOSE, THE AFFECTED PERSON MAY NEED TO ENSURE THAT VERBATIM RECORD OF THE PROCEEDING IS MADE, WHICH RECORD INCLUDES THE TESTIMONY AND EVIDENCE UPON WHICH THE APPEAL IS TO BE BASED THIS NOTICE DOES NOT CONSTITUTE CONSENT BY THE TOWN FOR THE INTRODUCTION OR ADMISSION OF OTHERWISE INADMISSIBLE OR IRRELEVANT EVIDENCE, NOR DOES IT AUTHORIZE CHALLENGES OR APPEALS NOT OTHERWISE ALLOWED BY LAW.