

RESOLUTION NO. 2022-081

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA APPROVING THE SECOND AMENDMENT TO THE AGREEMENT BETWEEN THE 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; AUTHORIZING EXECUTION; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, on June 8, 2017 the Town of Southwest Ranches ("Ranches") and the Town of Davie ("Davie") entered into an Agreement to provide for the delivery of emergency medical, fire protection, fire & life safety, fire prevention, and police services; and

WHEREAS, on April 18, 2018 Ranches and Davie entered into the First Amendment to the Agreement; and

WHEREAS, the term of the Agreement expires on September 30, 2022; and

WHEREAS, both parties are desirous of continuing this Agreement for an additional year while they work in good faith to establish a longer term agreement.

NOW THEREFORE, both parties agree to amend the Agreement as follows:

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

Section 1: The above-referenced recitals are true and correct and are incorporated herein by reference.

Section 2: The Town Council hereby approves the Second Amendment to the Agreement Between The 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, as attached hereto as Exhibit "A", which has been attached hereto and has been incorporated herein by reference.

Section 3: Severability. If any one or more provisions of this Resolution shall be held contrary to any express provision of law or contrary to the policy of express law, though not expressly prohibited or against public policy, or shall for any reason whatsoever be held invalid, then such provision shall be null and void and shall be separate from the remaining provisions, and shall in no way affect the validity of all other provisions of this Resolution.

Section 4: Authorization. The Mayor, and the appropriate Town Staff are hereby authorized to execute the Second Amendment to the Agreement, and to make any nonmaterial changes necessary and proper to effectuate the intent of this Resolution.

Section 5: Effective Date. This Resolution shall take effect immediately upon its adoption.

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

Ranches, Florida, this 22nd day of September 2022, on a motion by

V/m Jablonski and seconded by Chm Hartmann.

Breitkreuz	<u>yes</u>
Jablonski	<u>yes</u>
Allbritton	<u>yes</u>
Hartmann	<u>yes</u>
Kuczenski	<u>yes</u>

Ayes	<u>5</u>
Nays	<u>0</u>
Absent	<u>0</u>

[Signature]
Steve Breitkreuz, Mayor

ATTEST:

[Signature]
Russell Muñiz, Assistant Town Administrator/Town Clerk

Approved as to Form and Correctness:

[Signature]
Keith M. Poliakoff, J.D., Town Attorney
1001.166.01

RESOLUTION NO. R.2022-178

A RESOLUTION OF THE TOWN OF DAVIE, FLORIDA, APPROVING THE SECOND AMENDMENT TO THE AGREEMENT BETWEEN THE TOWN OF DAVIE AND THE TOWN OF SOUTHWEST RANCHES FOR DELIVERY OF PUBLIC SAFETY SERVICES; PROVIDING FOR CONFLICT; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, on June 8, 2017 the Town of Davie and the Town of Southwest Ranches entered into an Agreement to provide for the delivery of emergency medical, fire protection, fire & life safety, fire prevention, and police services;

WHEREAS, on April 18, 2018 the Town of Davie and the Town of Southwest Ranches entered into the First Amendment to the Agreement; and

WHEREAS, the term of the Agreement expires on September 30, 2022; and

WHEREAS, both parties are desirous of continuing this Agreement and amending the Agreement.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF DAVIE, FLORIDA THAT:

Section 1. Legislative Findings/Recitals. The above recitals are hereby adopted by the Town of Davie as its legislative findings relative to the subjects and matters set forth in this Resolution.

Section 2. The Town Council hereby approves the Second Amendment to the Agreement with the Town of Southwest Ranches for the delivery of public safety services and authorizes the Mayor to execute the Agreement.

Section 3. Conflict. All resolutions or parts of resolutions in conflict with any of the provisions of this Resolution are hereby repealed.

Section 4. Severability. If any provision of this Resolution or the application thereof to any person or circumstance is held invalid, it is the intent of the Town Council that such invalidity shall not affect other provisions or applications of the Resolution which can be given effect without the invalid provision or application and, to this end, the provisions of this Resolution are declared severable.

Section 5. Effective Date. This Resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED THIS 21st DAY OF SEPTEMBER, 2022.



MAYOR/COUNCILMEMBER

ATTEST:



ASSISTANT TOWN CLERK

APPROVED THIS 21st DAY OF SEPTEMBER, 2022.

Approved as to Form and Legality:



TOWN ATTORNEY

**SECOND AMENDMENT TO THE AGREEMENT BETWEEN THE
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**

This Second Amendment to the Agreement made and entered into this 21 day of September, 2022, 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").

WHEREAS, on June 8, 2017 DAVIE and RANCHES entered into an Agreement to provide for the delivery of emergency medical, fire protection, fire & life safety, fire prevention, and police services; and

WHEREAS, on April 18, 2018 DAVIE and RANCHES entered into the First Amendment to the Agreement; and

WHEREAS, the term of the Agreement expires on September 30, 2022; and

WHEREAS, both parties are desirous of continuing this Agreement and amending the Agreement.

NOW THEREFORE, both parties agree to amend the Agreement as follows:

TERMS AND CONDITIONS

3.1 This Agreement shall be extended to September 30, 2023 with a contract increase of 6% for the first six months (October 1, 2022 to March 31, 2023) with an additional contract increase of 1.5% for the remaining six months (April 1, 2023 – September 30, 2023). Should RANCHES request a transition period after September 30, 2023, the contract price shall increase an additional 6% and shall remain in place throughout the transition process, which said transition process shall not be greater than twelve months. During the transition period, RANCHES shall continue to set aside the fifty thousand dollars (\$50,000) for a fire rescue vehicle or apparatus as outlined in 4.2. Said fifty thousand dollars (\$50,000) shall be prorated on a monthly basis and upon termination of the transition process shall be incorporated into the total balance due per Section 4.2.

4.2 In addition to the aforementioned consideration payment, RANCHES shall continue to set aside Fifty Thousand Dollars (\$50,000) to be applied to the future purchase of a fire rescue vehicle or other necessary fire apparatus, as deemed necessary by DAVIE to provide services to RANCHES in the event DAVIE and RANCHES come to a long-term agreement. In the event DAVIE and RANCHES fail to reach a long term agreement, prior to September 30, 2023, then RANCHES shall remit the total balance of \$300,000.00, within thirty days of the contract expiration to DAVIE. In the event RANCHES requests DAVIE to provide services during a

transition period, RANCHES shall remit the total balance within thirty days of the transition termination date.

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 twenty-five (25) percent more than the current numbers for a consecutive ninety (90) day period to warrant further discussion.

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.

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 36th 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 36th Street
Davie, FL 33328

with a copy to:

Keith M. Poliakoff, Esq.
200 East Las Olas Blvd. Suite 1000
Fort Lauderdale, FL 33301

31.22 Deleted

ALL OTHER TERMS AND CONDITIONS SHALL REMAIN THE SAME.

IN WITNESS WHEREOF, the parties have made and executed this First Amendment on the

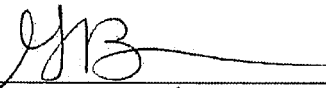
respective dates under each signature: DAVIE signing by and through its Mayor, duly authorized to execute same by Council action on the 21 day of September, 2022, and RANCHES, signing by and through its Mayor, duly authorized to execute same by Council action on the ___ day of September, 2022.

TOWN OF DAVIE

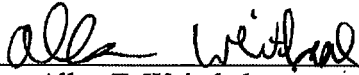
By 
Judy Paul, Mayor

21 day of Sept., 2022

ATTEST:

By 
Evelyn Roig Gillian Brewster
Town Clerk Assistant Town Clerk

Approved as to form:

By 
Allan T. Weinthal
Town Attorney

IN WITNESS WHEREOF, the parties have made and executed this First Amendment on the respective dates under each signature: DAVIE signing by and through its Mayor, duly authorized to execute same by Council action on the 21 day of September, 2022, and RANCHES, signing by and through its Mayor, duly authorized to execute same by Council action on the ___ day of September, 2022.

TOWN OF SOUTHWEST RANCHES

By _____
Steve Breitreuz, Mayor

____ day of _____, 2022

ATTEST;

By _____
Russell Muñiz, Assistant Town Administrator/Town Clerk

APPROVED AS TO FORM

By _____
Keith M. Poliakoff, Town Attorney

SECOND AMENDMENT TO THE AGREEMENT BETWEEN THE 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

This Second Amendment to the Agreement made and entered into this _____ day of September, 2022, 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").

WHEREAS, on June 8, 2017 DAVIE and RANCHES entered into an Agreement to provide for the delivery of emergency medical, fire protection, fire & life safety, fire prevention, and police services; and

WHEREAS, on April 18, 2018 DAVIE and RANCHES entered into the First Amendment to the Agreement; and

WHEREAS, the term of the Agreement expires on September 30, 2022; and

WHEREAS, both parties are desirous of continuing this Agreement and amending the Agreement.

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transition period, RANCHES shall remit the total balance within thirty days of the transition termination date.

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 twenty-five (25) percent more than the current numbers for a consecutive ninety (90) day period to warrant further discussion.

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Richard J. Lemack, Town Administrator
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FOR RANCHES

Ranches Administrator
Andy Berns, Town Administrator
13400 Griffin Road
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with a copy to:

Allan T. Weinthal, Esq.
8800 SW 36th Street
Davie, FL 33328

with a copy to:

Keith M. Poliakoff, Esq.
200 East Las Olas Blvd. Suite 1000
Fort Lauderdale, FL 33301

31.22 Deleted

ALL OTHER TERMS AND CONDITIONS SHALL REMAIN THE SAME.

IN WITNESS WHEREOF, the parties have made and executed this First Amendment on the

respective dates under each signature: DAVIE signing by and through its Mayor, duly authorized to execute same by Council action on the 21st day of September, 2022, and RANCHES, signing by and through its Mayor, duly authorized to execute same by Council action on the 22nd day of September, 2022.

TOWN OF DAVIE

By _____
Judy Paul, Mayor

_____ day of _____, 2022

ATTEST:

By _____
Evelyn Roig
Town Clerk

Approved as to form:

By _____
Allan T. Weinthal
Town Attorney

IN WITNESS WHEREOF, the parties have made and executed this First Amendment on the respective dates under each signature: DAVIE signing by and through its Mayor, duly authorized to execute same by Council action on the 21st day of September, 2022, and RANCHES, signing by and through its Mayor, duly authorized to execute same by Council action on the 22nd day of September, 2022.

TOWN OF SOUTHWEST RANCHES

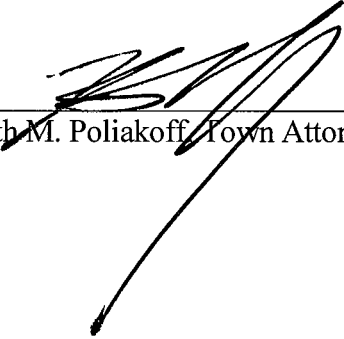
By  _____
Steve Breitkreuz Mayor

22nd day of September 2022

ATTEST:

By  _____
Russell Muñiz, Assistant Town Administrator/Town Clerk

APPROVED AS TO FORM

By  _____
Keith M. Poliakoff, Town Attorney

