

RESOLUTION NO. 2000-12

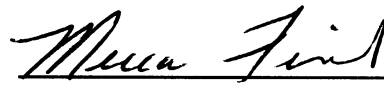
A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, APPROVING AN INTERLOCAL AGREEMENT BETWEEN BROWARD COUNTY AND THE TOWN OF SOUTHWEST RANCHES PROVIDING FOR DELIVERY OF EMERGENCY MEDICAL AND FIRE PROTECTION SERVICES BY BROWARD COUNTY WITHIN THE RESPECTIVE MUNICIPAL SERVICE BENEFIT UNITS; PROVIDING AN EFFECTIVE DATE THEREFOR.

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

Section 1. Agreement. The Interlocal Agreement between Broward County and the Town of Southwest Ranches Providing for Delivery of Emergency Medical and Fire Protection Services by Broward County with the Respective Municipal Service Benefit Units, and attached hereto as Exhibit "A", is hereby approved.

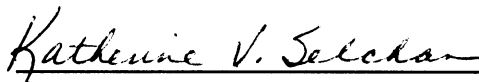
Section 2. Effective Date. This Resolution shall become effective immediately upon its adoption.

PASSED AND ADOPTED this 21st day of September, 2000.



Mecca Fink, Mayor

Attest:



Katherine V. Selchan
Interim Town Clerk

Approved as to Legal Form and Correctness:



Gary A. Poliakoff, J.D.
Interim Town Attorney

INTERLOCAL AGREEMENT

Between

BROWARD COUNTY

and

THE TOWN OF SOUTHWEST RANCHES

Providing for

DELIVERY OF EMERGENCY MEDICAL AND FIRE PROTECTION SERVICES BY
BROWARD COUNTY

INTERLOCAL AGREEMENT

Between

BROWARD COUNTY

and

THE TOWN OF SOUTHWEST RANCHES

Providing for

DELIVERY OF EMERGENCY MEDICAL AND FIRE PROTECTION SERVICES BY
BROWARD COUNTY

This Interlocal Agreement is made by and between: BROWARD COUNTY, a political subdivision of the State of Florida (hereinafter referred to as "COUNTY"), and the TOWN OF SOUTHWEST RANCHES, a municipal corporation of the State of Florida (hereinafter referred to as "TOWN").

WHEREAS, Section 125.0101, Florida Statutes, authorizes counties to contract with cities to provide fire protection and other essential services; and

WHEREAS, COUNTY and TOWN desire to enter into this Interlocal Agreement to provide for the delivery of emergency medical and fire protection services by COUNTY within certain areas of TOWN and to set forth how such emergency medical and fire protection services will be provided; and

WHEREAS, COUNTY and TOWN have determined that it is mutually beneficial and in the best interest of the public to enter into this Interlocal Agreement; and

WHEREAS, this Interlocal Agreement shall be effective upon the recordation and filing of same pursuant to the Intergovernmental Cooperation Act set forth in Chapter 163, Florida Statutes; NOW, THEREFORE,

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

ARTICLE 1

BACKGROUND; PURPOSE AND INTENT

- 1.1 The above recitals are true and correct and are incorporated herein as if set forth in full hereunder.
- 1.2 It is the purpose and intent of this Interlocal Agreement for COUNTY and TOWN to provide for a means by which each governmental entity may exercise cooperatively its respective powers and privileges in order to further a common goal.
- 1.3 The respective elected bodies of TOWN and COUNTY find the method of delivery of emergency medical and fire protection services set forth in this Interlocal Agreement is in the best interest of the public and can best be accomplished through coordination of the provision of such services as set forth herein.

ARTICLE 2

DEFINITIONS AND IDENTIFICATIONS

- 2.1 **Interlocal Agreement** - means this document, Articles 1 through 19, inclusive. Other terms and conditions are included in the exhibits and documents that are expressly incorporated by reference
- 2.2 **Coverage** - means the provision of fire, rescue and emergency medical services, if needed, to another jurisdiction or geographic area which does not require the relocation or movement of apparatus and personnel from their assigned station.
- 2.3 **Emergency Medical Services (EMS)** - means those basic life support and advanced life support services defined in Section 401.23, Florida Statutes, as may be amended from time to time.
- 2.4 **Fire Protection Services** - means the following services which shall include but are not limited to, fire prevention, fire suppression, enforcement/inspection, public education/information and fire investigation relating to cause and origin.
- 2.5 **Move Up** - means the relocation or movement of apparatus and personnel to provide fire rescue services in a different jurisdiction or geographic area.
- 2.6 **Out of Service** - means the apparatus and/or personnel assigned to the geographic area are not available to respond to an emergency incident.

- 2.7 **Responding Party** - means the agency which is providing assistance to another agency which has requested aid or assistance.
- 2.8 **Response Time** - means the elapsed time period from unit notification by COUNTY's communications system to arrival on the property of the emergency incident.
- 2.9 **Requesting Party** - means the agency which is requesting assistance from an outside agency to mitigate an emergency incident.
- 2.10 **Service Area** - means the geographic area that includes all areas within the corporate limits of the Town of Southwest Ranches that is west of the west bank of the drainage canal that runs parallel to Southwest 172nd Avenue, east of the L-33 canal levee, south of Griffin Road and north of Sheridan Street. Incorporated areas of TOWN that are east of the west bank of the drainage canal that runs parallel to Southwest 172nd Avenue are not included within the scope of this Interlocal Agreement.

ARTICLE 3

GENERAL TERMS AND CONDITIONS

- 3.1 COUNTY and TOWN shall abide by and perform all of their respective obligations set forth herein.
- 3.2 COUNTY and TOWN hereby recognize that COUNTY, through its Fire Rescue Division, provides fire-rescue services throughout Broward County and those services, at COUNTY's discretion, may be provided from facilities and with personnel and apparatus located within or outside the municipal boundaries of TOWN.
- 3.3 In the event TOWN becomes dissatisfied with the performance of COUNTY's personnel, TOWN shall provide notification to COUNTY. Thereafter, representatives from TOWN and COUNTY will meet to discuss possible remedies to resolve the issue to the satisfaction of both parties.
- 3.4 COUNTY shall provide emergency medical transportation for all patients requiring ALS/BLS transportation to an appropriate hospital emergency department.
- 3.5 COUNTY agrees to provide an average response time for ALS/BLS transport units, staffed with two (2) firefighter/paramedics, that is within one (1) minute of the average response time of all ALS and/or ALS fire apparatus transport units and/or ALS fire apparatus dispatched by COUNTY's communications center. Response

times shall be determined periodically, but in no event less than quarterly, from COUNTY's computer-aided dispatch (CAD) system. Response time calculations shall be based upon the time of receipt of call until the appropriate ALS transport unit and/or ALS fire apparatus arrives on the scene of the incident as recorded in COUNTY's CAD system. COUNTY shall not utilize a third party provider for the provision of services referenced in this section unless approved by TOWN.

ARTICLE 4

DELIVERY OF EMERGENCY MEDICAL AND FIRE PROTECTION SERVICES

- 4.1 COUNTY shall provide comprehensive emergency medical and fire protection services within its Service Area, on a twenty-four (24) hour, seven (7) day a week basis during the term of this Interlocal Agreement.
- 4.2 For the purposes of this Interlocal Agreement, "comprehensive emergency medical and fire protection services" shall mean all emergency activities, including but not limited to, fire suppression and prevention-related activities; medical aid calls; rescues; hazardous materials inspections; hazardous materials and hazardous conditions responses; public service requests; management of all emergency equipment, emergency personnel and emergency incident scenes; fire prevention inspection responsibilities; pre-fire planning; arson investigation and prevention; public education; fire hydrant and fire well testing, inspection and repair; and enforcement of the Fire Code.
- 4.3 COUNTY shall provide emergency medical and fire protection services to that area of TOWN outlined in Section 2.9 from its Fire Rescue Station 55 located in the City of Weston. TOWN and COUNTY agree that the apparatus assigned to Station 55 shall primarily serve, on a first-alarm basis, the geographical area that includes, all areas within the corporate limits of the City of Weston and areas within the corporate limits of the Town of Southwest Ranches as described in Section 2.9. Any calls outside of this primary response area will be considered to be for mutual aid purposes in accordance with the Broward County Fire Chiefs Association's Mutual Aid Response Agreement.
- 4.4 In providing such emergency medical and fire protection services to TOWN, COUNTY shall utilize one (1) ALS Medical Transport Unit staffed with a minimum of two (2) firefighter/paramedics and one ALS fire apparatus with a 2,500 gallon water capacity staffed with three (3) firefighter positions. At least one (1) of the three (3) members assigned to the fire apparatus will be cross-trained as a paramedic and one (1) will be cross-trained as an emergency medical technician (EMT).

- 4.5 COUNTY possesses and shall maintain throughout the term of this Interlocal Agreement a Class 1 - ALS Rescue Certificate of Public Convenience and Necessity ("CON") and an appropriate State of Florida license enabling COUNTY 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.
- 4.6 Except as otherwise provided for herein, COUNTY shall provide all ALS and BLS transportation services required pursuant to this Interlocal Agreement for emergency medical incidents.
- 4.7 COUNTY shall not utilize a third party provider for the provision of services referenced in this section without TOWN's advance written approval; provided that COUNTY may utilize the services of third parties without TOWN's advance written approval in instances of mass casualties where, in COUNTY's sole determination, the circumstances are such that the services required are beyond the response capacity of COUNTY and TOWN.
- 4.8 COUNTY shall inspect, test, and repair all fire hydrants and fire wells within the Service Area no less than twice per year. COUNTY shall provide TOWN with records of such inspections upon TOWN's request. COUNTY shall report to TOWN any hydrants or wells requiring maintenance or repairs, along with any recommended locations for additional hydrants or wells, or the locations of any wells installed pursuant to Section 4.9.
- 4.9 COUNTY shall install twenty-five (25) fire wells at no additional cost to TOWN. COUNTY shall provide TOWN with the locations and projected date of installation of the wells to be installed in the Service Area. COUNTY will assist TOWN in installing the wells referenced herein in order to maintain the Service Area's Insurance Services Office ("ISO") rating of 3. COUNTY and TOWN agree to negotiate in good faith relative to the installation of additional fire wells during the renewal term(s) of this Agreement.
- 4.10 COUNTY shall provide fire prevention services, including inspection and plan review through the use of properly certified personnel consistent with all applicable laws and codes within the Service Area. COUNTY's Fire Marshall shall be deemed the Chief Fire Code Official for the Service Area as required by the South Florida Building Code. TOWN agrees to take all action necessary to ensure that COUNTY is lawfully empowered to enforce the South Florida Fire Prevention Code, Chapter 52 of the South Florida Building Code.

- 4.11 COUNTY shall perform annual inspections of every commercial and multi-family establishment within TOWN and shall provide TOWN with records of such inspections upon TOWN's request.

ARTICLE 5

COMMUNICATIONS

- 5.1 TOWN shall utilize COUNTY's communications system for dispatch to all fire and emergency medical incidents.
- 5.2 COUNTY agrees to provide and maintain all radios and other equipment needed for TOWN's Fire Department to access COUNTY's communications system during the term of this Interlocal Agreement.
- 5.3 COUNTY agrees to provide TOWN with full fire and EMS dispatching services via its Regional Fire Rescue Communications Center in the same manner said services are provided to COUNTY and other cities within the Broward County Regional Fire Rescue Communications System.

ARTICLE 6

SPECIAL PROVISIONS

- 6.1 COUNTY shall provide the following specialized and regional response services:
- 6.1.1 COUNTY, in accordance with the county-wide mutual aid response plan, shall provide, as needed, hazardous material response services equipped and trained to provide specialized response in case of accidental spill or leak of hazardous materials or product.
- 6.1.2 COUNTY shall provide air rescue services.
- 6.1.3 COUNTY, in accordance with the county-wide mutual aid response plan, shall provide technical rescue services, with specially equipped and trained personnel, for above grade/high angle and below grade rescues.
- 6.2 COUNTY may provide to TOWN, upon request of TOWN's Administrator and the availability of resources, such additional service as may from time to time be agreed upon in writing by the parties. The cost of such additional services shall be borne by TOWN and shall be payable in such amounts and in such a manner as may be determined by mutual agreement of the parties at the time of such request.

- 6.3 COUNTY's personnel shall be used to provide services at special events held within TOWN upon TOWN's request. The cost of providing said services by COUNTY shall be agreed upon by the Contract Administrators prior to the provision of the services. COUNTY's personnel regularly assigned to TOWN will be used for such special detail whenever possible unless adequate interested personnel cannot be identified. COUNTY's personnel regularly assigned to TOWN will be used for staffing of regular assignments at fire stations serving TOWN in accordance with the existing labor agreement.
- 6.4 COUNTY's Contract Administrator and TOWN's Administrator shall have the authority to make changes to this Interlocal Agreement on day-to-day technical and operational issues without the requirement for approval by the governing bodies. This authority does not extend to any fundamental issues relating to the level and delivery of services or funding issues.
- 6.5 COUNTY agrees to provide replacement rescue or fire suppression vehicles in the event that vehicles normally stationed at Station 55 become inoperable or require maintenance services. In accordance with COUNTY's Fire Rescue Division's system operating policies regarding "move-up's," when it is apparent that units normally assigned at Station 55 will be engaged in activities outside Station 55's service area for an extended period, backup equipment and personnel will be dispatched to provide supplemental coverage.
- 6.6 In addition to the foregoing emergency medical and fire protection services, COUNTY shall provide the following specialized services, consistent with service levels COUNTY concurrently renders to other agencies, without TOWN incurring additional costs under this Interlocal Agreement.
- 6.6.1 COUNTY shall provide a central dispatch center, and E-911 Communications System, necessary to fulfill its obligations under this Interlocal Agreement.
- 6.6.2 COUNTY shall provide fire investigation services, including arson investigation assistance, consistent with services COUNTY renders in conjunction with other state and local law enforcement agencies.
- 6.6.3 COUNTY shall provide public education programs, through personnel assigned to TOWN, designed to reduce the risk of property damage, injury, or loss of life from fire.
- 6.7 COUNTY shall provide, under this Interlocal Agreement, a liaison between COUNTY and TOWN who shall function as a member of TOWN's staff with regard to fire-rescue issues and report to TOWN's Administrator in that capacity. The

liaison will be responsible for all emergency management duties on behalf of TOWN within the Service Area. Upon request of TOWN, COUNTY shall provide the assigned liaison to attend each regular and special meeting of TOWN's Town Commission or TOWN staff meeting when needed for the purpose of facilitating the flow of information and communication between the administration of TOWN and its residents to COUNTY.

- 6.8 Throughout the term of this Interlocal Agreement, COUNTY shall continue to provide and maintain the Southwest Broward Volunteer Fire Department with all equipment, maintenance or support equipment presently provided by COUNTY to the Southwest Broward Volunteer Fire Department, including personal protective equipment and structural firefighting gear. This equipment shall remain the property of COUNTY during the term of this Interlocal Agreement, or any renewal thereof. Upon the expiration or termination of this Interlocal Agreement, all equipment originally owned by COUNTY which has a remaining durable useful life will be returned by TOWN to COUNTY.
- 6.9 TOWN shall be entitled to appoint one (1) elected official or chief executive of TOWN to be a member of the Broward County Fire Rescue Services Advisory Board established by COUNTY.
- 6.10 COUNTY shall provide assistance in obtaining emergency preparedness grants and shall also provide assistance in emergency management issues.

ARTICLE 7

MEDICAL DIRECTION

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

ARTICLE 8

CONTROL OF FIRE, EMERGENCY OR DISASTER SCENE

COUNTY shall have command of all incidents occurring in the Service Area.

ARTICLE 9

VEHICLES

- 9.1 TOWN and COUNTY agree that COUNTY's fire apparatus and rescue vehicles responding into TOWN or loaned to the Southwest Broward Volunteer Fire Department shall contain standard Broward County Fire Rescue vehicle and equipment markings and all standard equipment, which includes a thermal imaging device and a hydraulic spreader.
- 9.2 COUNTY agrees to provide temporary replacement EMS or fire suppression vehicles in the event that vehicles normally responding into TOWN become inoperable, or require maintenance services or are "out of service." When it is apparent that units normally responding into the Service Area will be engaged in activities for an extended period, backup equipment and personnel will be dispatched to provide supplemental coverage.

ARTICLE 10

CONSIDERATION

- 10.1 TOWN agrees to pay COUNTY for services provided by COUNTY pursuant to this Interlocal Agreement as follows:
- 10.1.1 COUNTY and TOWN agree that the cost of emergency medical and fire protection services provided by COUNTY to TOWN in Fiscal Year 2000-2001 is Five Hundred Thousand Dollars (\$500,000.00). The payment amount shall increase each year by an amount not to exceed Twenty-five Thousand Dollars (\$25,000.00). Increases to service levels mutually agreed to by the parties would not be subject to this amount not to exceed Twenty-five Thousand Dollars (\$25,000.00) per year limitation.
- 10.1.2 The consideration by TOWN to COUNTY shall be payable in twelve (12) equal monthly installments payable on the fifteenth (15th) day of each month commencing October 15, 2000 or such other mutually agreed upon date.
- 10.2 COUNTY agrees that TOWN shall have input into the development of the Fire Rescue Division's budget. COUNTY shall conduct a review of service needs with TOWN as part of its annual budget process. The Director of COUNTY's Fire Rescue Division will meet with TOWN representatives to discuss any suggested budgetary issues prior to formulation of the budget and determination of the assessment amounts and the Director agrees to submit to COUNTY any requests submitted by TOWN within the budget proposal.

10.3 Fees and Revenues:

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

10.3.2 The parties acknowledge and agree that COUNTY shall invoice and collect fees from those persons receiving ALS/BLS transport services.

COUNTY agrees to return to TOWN all emergency medical services transport fees collected by COUNTY within TOWN.

10.3.3 The parties acknowledge and agree that COUNTY shall invoice, collect and retain fees from property owners for fire inspection and prevention services, including but not limited to, fire inspections, plans review, false alarm fees, and fire impact fees for new construction. COUNTY's fees and charges for providing said services shall be in accordance with the schedule of fees and charges set forth in Part II, Section 41.10 and 41.11 of the Broward County Administrative Code, as may be amended from time to time.

10.4 TOWN agrees to take all action necessary to insure that COUNTY is lawfully empowered to invoice and collect the fees described above.

10.5 TOWN agrees to pay for the services provided under this Interlocal Agreement. TOWN shall be obligated to pay for the services from any or all revenue sources available to it or which may be made available to it.

10.6 In the event that additional development occurs within the service area that requires COUNTY to provide additional personnel, equipment or other resources, TOWN agrees to negotiate in good faith an amount of compensation to be paid to COUNTY for those additional resources.

ARTICLE 11

REPORTING

COUNTY shall submit a quarterly report, or upon request of TOWN, addressing the status and activities of COUNTY's fire rescue services provided to TOWN during COUNTY's fiscal year pursuant to this Interlocal Agreement. COUNTY shall submit this report by the 15th of the month following the completion of each quarter (April, July, October and January) during the term of this Interlocal Agreement and any renewal periods. Such report shall contain, at a minimum, the following: time call received by COUNTY's Fire Rescue Communications Center, time of dispatch, identification of units dispatched, classification of call, time en route, and time of arrival.

ARTICLE 12

TERM OF AGREEMENT

- 12.1 This Interlocal Agreement shall commence on October 1, 2000, and shall continue for an initial term of one (1) year ending on September 30, 2001. Thereafter, this Interlocal Agreement shall automatically renew for four (4) additional periods of one (1) year each commencing on October 1 of the renewal year, for a total term of five (5) years, without further action of the parties, unless terminated by either party as provided for herein. If a party elects to provide notice of its intent not to renew this Interlocal Agreement, it shall give the other party written notice of same at least nine (9) months prior to the end of the applicable term.
- 12.2 This Interlocal Agreement may be terminated only as provided for herein unless otherwise agreed upon in writing by the parties.

ARTICLE 13

TERMINATION

- 13.1 Notwithstanding any other provisions of this Interlocal Agreement, this Interlocal Agreement may be terminated by either party for convenience upon providing the other party with nine (9) months written notice as provided for herein.
- 13.2 This Interlocal Agreement may be terminated for cause by either party if the breach is material and the party in breach has not corrected the breach within thirty (30) calendar days after receipt of written notice from the other party identifying the breach.
- 13.2.1 COUNTY shall be deemed in material breach of this Interlocal Agreement if COUNTY:
- a. Ceases to possess all necessary licenses for the provision of services under this Interlocal Agreement;
 - b. Fails to possess a Class - 1 ALS Rescue Certificate of Public Convenience and Necessity;
 - c. Ceases to comply with the requirements of Article 4 above pertaining to the delivery of emergency medical and fire protection services.

- 13.2.2 TOWN shall be deemed in material breach of this Interlocal Agreement if TOWN fails to make any required payment under this Interlocal Agreement.
- 13.3 This Interlocal Agreement shall be deemed automatically terminated and of no further force and effect if either party has filed or consented to the filing of a petition for reorganization or bankruptcy or is otherwise adjudicated insolvent. In the event TOWN takes such action, TOWN consents and acknowledges that COUNTY shall have the right to provide such level of fire protection and emergency medical services to TOWN as COUNTY deems appropriate and shall be entitled to recover the reasonable costs of providing such services through the MSTU created for the delivery of EMS and fire protection services.
- 13.4 This Interlocal Agreement provides in Article 14, "Default" for the judicial remedy of specific performance to cause either party to perform its obligations in accordance with the terms and conditions herein. In the event a court was to determine that either party was in default in the performance of its obligations pursuant to this Interlocal Agreement and that specific performance was not an adequate remedy to cause the other party to perform its obligations herein, in addition to all other remedies available to the parties, the parties shall be entitled to request a judicial order seeking rescission of this Interlocal Agreement.
- 13.5 In the event of termination or expiration of this Interlocal Agreement, COUNTY and TOWN shall cooperate in good faith in order to effectuate a smooth and harmonious transition from COUNTY to a TOWN fire department and to maintain during such period of transition the same high quality of fire rescue services as contemplated by this Interlocal Agreement.
- 13.6 TOWN agrees that upon any termination or expiration of this Interlocal Agreement, it shall consider COUNTY personnel who may be displaced by such termination or expiration for positions within TOWN's Fire Department.

ARTICLE 14

DEFAULT

If COUNTY or TOWN fails to perform or observe any of the material terms and conditions of this Interlocal Agreement for a period of thirty (30) calendar days after receipt of written notice of such default from the other party, the party giving notice of default may be entitled, but is not required, to seek specific performance of this Interlocal Agreement on an expedited basis, as the performance of the material terms and conditions contained herein relate to the health, safety, and welfare of the residents subject to this Interlocal Agreement. The parties acknowledge that money damages or other legally available remedies may be inadequate for the failure to perform, and that the party giving notice is

entitled to obtain an order requiring specific performance by the other party. This Article shall be without prejudice to the rights of any party to seek a legal remedy for any breach of the other party as may be available to it in law or equity.

ARTICLE 15

INSURANCE

- 15.1 COUNTY shall maintain a qualified self-insurance program within the limits specified in Florida Statute 768.28. COUNTY's self-insurance program provides general and automobile liability, workers compensation and employers liability insurance. COUNTY agrees to provide TOWN with a Certificate of Insurance evidencing said program. In the event the program is modified during the term of this Interlocal Agreement, COUNTY shall provide TOWN with at least thirty (30) calendar days prior written notice.
- 15.2 TOWN shall pay for and maintain its own comprehensive general liability insurance or maintain a self-insuring fund for the term of this Interlocal Agreement in the amount determined by TOWN to adequately insure TOWN's liability assumed herein, but in no event shall such insurance be less than the statutory waiver of sovereign immunity. In the event such insurance is modified, in any regard, before the expiration of this Interlocal Agreement, TOWN will provide at least thirty (30) day's prior written notice to COUNTY.
- 15.3 TOWN and COUNTY shall each individually maintain throughout the term of this Interlocal Agreement any and all applicable insurance required by Florida law for governmental entities and each shall furnish to the other party written verification of such insurance prior to final execution of this Interlocal Agreement.

ARTICLE 16

LIABILITY

- 16.1 TOWN and COUNTY are state agencies or political subdivisions as defined in Chapter 768.28, Florida Statutes, and agree to be fully responsible for acts and omissions of their respective agents or employees to the extent permitted by law. Nothing herein is intended to serve as a waiver of sovereign immunity by any party to which sovereign immunity may be applicable. Nothing herein shall be construed as consent by a state agency or political subdivision of the State of Florida to be sued by third parties in any matter, whether arising out of this Interlocal Agreement or any other contract.

- 16.2 TOWN and COUNTY shall each be individually and separately liable and responsible for the actions of its officers, agents and employees in the performance of their respective obligations under this Interlocal Agreement.
- 16.3 TOWN and COUNTY shall each individually defend any action or proceeding brought against their respective agency pursuant to this Interlocal Agreement and shall be individually responsible for all of their respective costs, attorneys' fees, expenses and liabilities incurred as a result of any such claims, demands, suits, actions, damages and causes of action, including the investigation or the defense thereof, and from and against any orders, judgments or decrees which may be entered as a result thereof.
- 16.4 TOWN and COUNTY agree to cooperate with the other and jointly defend any action brought against this Interlocal Agreement by a third party and each party will bear their own respective costs and fees associated therewith and or resulting from such action.
- 16.5 TOWN and COUNTY agree that no indemnification or hold harmless agreement shall be in effect concerning any claims, demands, damages and causes of action which may be brought against either party pursuant to this Interlocal Agreement.

ARTICLE 17

MISCELLANEOUS

- 17.1 Joint Preparation: The preparation of this Interlocal Agreement has been a joint effort of the parties hereto and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other.
- 17.2 Merger: This Interlocal Agreement incorporates and includes all prior negotiations, correspondence, agreements or understandings applicable to the matters contained herein; and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Interlocal Agreement that are not contained in this document. Accordingly, the parties agree that no deviation from the terms hereof shall be predicated upon any prior representations or agreements whether oral or written. It is further agreed that no change, amendment, alteration or modification in the terms and conditions contained herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith by all parties to this Interlocal Agreement.

- 17.3 **Assignment:** 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.
- 17.4 **Records and audit:** TOWN and COUNTY shall each maintain their own respective records and documents associated with this Interlocal Agreement in accordance with the requirements for records retention set forth in Chapter 119, Florida Statutes. Each party shall have the right to audit the books, records, and accounts of the other that are related to this Interlocal 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 this Interlocal 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 this Interlocal 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 non-disclosure requirement of either federal or state law shall be violated by either party.
- 17.5 **Contract Administrators:** The Contract Administrators for this Interlocal Agreement are the Fire Rescue Division Director or designee for COUNTY, and TOWN's Town Administrator or designee for TOWN. In the implementation of the terms and conditions of this Interlocal Agreement, as contrasted with matters of policy, all parties may rely upon instructions or determinations made by the respective Contract Administrators.
- 17.6 **Recordation/Filing:** The County Administrator and Ex-Officio Clerk of the Broward County Board of County Commissioners is hereby authorized and directed after approval of this Interlocal Agreement by the governing body of TOWN and COUNTY and the execution thereof by the duly qualified and authorized officers of each of the parties hereto, to file this Interlocal Agreement with the Clerk of Broward County, Florida, as required by Section 163.01(11), Florida Statutes.
- 17.7 **Governing Law and Venue:** This Interlocal Agreement shall be governed, construed and controlled according to the laws of the State of Florida without regard to its conflict of laws provisions. Any claim, objection or dispute arising out of the terms of this Interlocal Agreement shall be litigated in the Seventeenth Judicial Circuit in and for Broward County, Florida.
- 17.8 **Severability:** In the event a portion of this Interlocal Agreement is found by a court of competent jurisdiction to be invalid, the remaining provisions shall continue to be effective unless TOWN or COUNTY elects to terminate this Interlocal Agreement.

An election to terminate this Interlocal Agreement based upon this provision shall be made within seven (7) calendar 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, TOWN and COUNTY agree to cooperate fully with the other to effectuate a smooth transition of services.

- 17.9 Notices: Whenever either party desires to give notice to the other, such notice must be in writing and sent by United States mail, return receipt requested, courier, evidenced by a delivery receipt or by an overnight express delivery service addressed to the party for whom it is intended at the place last specified; and the place for giving of notice shall remain such until it shall have been changed by written notice in compliance with the provisions of this paragraph. For the present, the parties designate the following as the respective places for giving of notice. Notice shall be effective upon delivery.

FOR COUNTY:

Director
Broward County Fire Rescue Division
2601 West Broward Boulevard
Fort Lauderdale, FL 33312

with a copy to:

Edward A. Dion
County Attorney
115 S. Andrews Avenue
Suite 423
Fort Lauderdale, FL 33301

FOR TOWN:

Mecca Fink, Mayor
Town of Southwest Ranches
5260 Southwest 164th Terrace
Southwest Ranches, FL 33331

with a copy to:

Gary A. Poliakoff, J.D.
Town Attorney
Becker and Poliakoff, P.A.
3111 Stirling Road
Fort Lauderdale, FL 33312

- 17.10 Nondiscrimination: TOWN's and COUNTY's decisions regarding the delivery of services under this Interlocal Agreement shall be made without regard to or consideration of race, age, religion, color, gender, sexual orientation (Broward County Code, Chapter 16½), 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.

TOWN and COUNTY shall not engage in or commit any discriminatory practice in violation of the Broward County Human Rights Act (Broward County Code, Chapter 16½) in performing any services pursuant to this Interlocal Agreement.

17.11 Third Party Beneficiaries: Neither TOWN nor COUNTY intend that any person shall have a cause of action against either of them as a third party beneficiary under this Interlocal Agreement. Therefore, the parties agree that there are no third party beneficiaries to this Interlocal Agreement and that no third party shall be entitled to assert a claim against either of them based upon this Interlocal Agreement. The parties expressly acknowledge that it is not their intent to create any rights or obligations in any third person or entity under this Interlocal Agreement. The parties agree that this provision is not applicable to the Southwest Ranches Volunteer Fire Department.

17.12 Performance: TOWN and COUNTY represent that all persons performing the services required under this Interlocal Agreement have the knowledge and skills, either by training, experience, education, or a combination thereof, to adequately and competently perform the duties, obligations, and services set forth herein in a skillful and respectable manner.

17.13 Materiality and Waiver of Breach: COUNTY and TOWN agree that each requirement, duty, and obligation set forth herein is substantial and important to the formation of this Interlocal Agreement and, therefore, is a material term hereof.

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

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

17.15 Priority of Provisions: If there is a conflict or inconsistency between any term, statement, requirement, or provision of any exhibit attached hereto, any document or events referred to herein, or any document incorporated into this Interlocal Agreement by reference and a term, statement, requirement, or provision of this Interlocal Agreement, the term, statement, requirement, or provision contained in Articles 1 through 17 of this Interlocal Agreement shall prevail and be given effect.

17.16 Amendments: Except as expressly authorized in this Interlocal Agreement, no modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document prepared with the same or similar formality as this Interlocal Agreement and executed by COUNTY and TOWN.

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

The parties agree that none of its officers or employees shall, during the term of this Interlocal Agreement, serve as an expert witness against the other in any legal or administrative proceeding related to performance under this Interlocal Agreement in which he or she is not a party, unless compelled by court process. Further, the parties agree that such persons shall not give sworn testimony or issue a report or writing, as an expression of his or her expert opinion, which is adverse or prejudicial to the interests of the other party or in connection with any such pending or threatened legal or administrative proceeding related to the performance under this Interlocal Agreement. The limitations of this section shall not preclude either party or any other persons from representing themselves in any action or in any administrative or legal proceeding related to the performance under this Interlocal Agreement.

- 17.18 Independent Contractor: TOWN and COUNTY are independent contractors under this 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 TOWN's or COUNTY's officers, employees, agents or approved subcontractors shall act as officers, employees, or agents of the other party. This 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 this Agreement shall be those of the respective party.

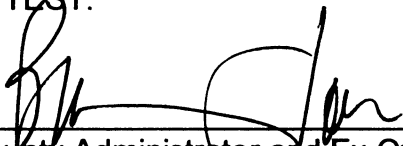
- 17.19 Termination of Prior Agreement. That certain Interlocal Agreement between the parties for the provision of emergency medical services, as amended by the parties, shall be deemed terminated and of no further force and effect upon the execution of this Interlocal Agreement by both parties.

- 17.20 Multiple Originals: This Interlocal Agreement may be fully executed in five (5) copies by all parties, each of which, bearing original signatures, shall have the force and effect of an original document.

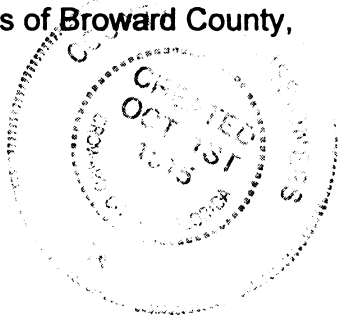
IN WITNESS WHEREOF, the parties have made and executed this Interlocal Agreement on the respective dates under each signature: BROWARD COUNTY through its BOARD OF COUNTY COMMISSIONERS, signing by and through its Chair or Vice Chair, authorized to execute same by Board action on the 26th day of September, 2000, and TOWN OF SOUTHWEST RANCHES, signing by and through its Mayor, duly authorized to execute same by Council action on the 21st day of September, 2000.

COUNTY

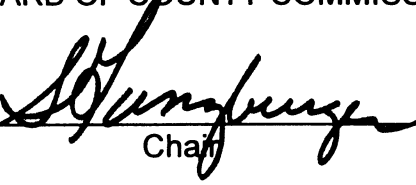
ATTEST:



County Administrator and Ex-Officio
Clerk of the Board of County
Commissioners of Broward County,
Florida

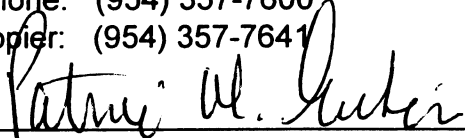


BROWARD COUNTY, through its
BOARD OF COUNTY COMMISSIONERS

By 

Chair
10th day of October, 2000.

Approved as to form by Office of County Attorney
Broward County, Florida
EDWARD A. DION, County Attorney
Governmental Center, Suite 423
115 South Andrews Avenue
Fort Lauderdale, Florida 33301
Telephone: (954) 357-7600
Telecopier: (954) 357-7641

By 

PATRICE M. EICHEN
Assistant County Attorney

**INTERLOCAL AGREEMENT BETWEEN BROWARD COUNTY AND TOWN OF
SOUTHWEST RANCHES PROVIDING FOR DELIVERY OF EMERGENCY MEDICAL
AND FIRE PROTECTION SERVICES BY BROWARD COUNTY**

TOWN

WITNESSES:

[Signature]
[Signature]

ATTEST:

Katherine V. Selchan
Town Clerk

(CORPORATE SEAL)

TOWN OF SOUTHWEST RANCHES

By *Mecca Fuis*
Mayor

4th day of October, 2000.

APPROVED AS TO FORM:

By *[Signature]*
Town Attorney

PME:wp
9/25/00
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