

RESOLUTION NO. 2002-31

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, APPROVING AN AGREEMENT WITH BROWARD COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA, FOR TEMPORARY USE OF COUNTY FIRE/RESCUE VEHICLE, AT NO COST TO THE TOWN, WHICH VEHICLE THE TOWN INTENDS TO LOAN TO SOUTHWEST RANCHES VOLUNTEER FIRE-RESCUE, INC.; AUTHORIZING THE MAYOR, TOWN ADMINISTRATOR AND TOWN ATTORNEY TO EXECUTE SAID AGREEMENT; PROVIDING AN EFFECTIVE DATE THEREFOR.

WHEREAS, the Town has requested the temporary use of a County Fire/Rescue brush truck for the purpose and the intent of loaning the truck to Southwest Ranches Volunteer Fire-Rescue, Inc.; and

WHEREAS, Southwest Ranches Volunteer Fire-Rescue, Inc. has lost the use of a brush truck due to a fire accident; and

WHEREAS, the Town and the County want to provide improved fire protection services to the residents; and

WHEREAS, the County has agreed to provide the brush truck at no cost to the Town and to allow the Town to loan the truck to Southwest Ranches Volunteer Fire-Rescue, Inc.

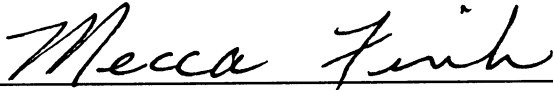
NOW, THEREFORE, BE IT RESOLVED, by the Town Council of the Town of Southwest Ranches, Florida:

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

Section 2: The Town Council approves the Agreement between the Town and Broward County, a political subdivision of the State of Florida, for temporary use of a County Fire/Rescue vehicle at no cost to the Town, in accordance with the attached Agreement.

Section 3: That this Resolution shall become effective immediately upon its adoption.

PASSED AND ADOPTED by the Town Council of the Town of Southwest
Ranches, Florida, this 14th day of February 2002.



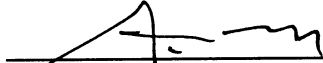
Mecca Fink, Mayor

Attest:



Arielle Haze Tyner, Town Clerk

Approved as to Form and Correctness:



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

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AGREEMENT

Between

BROWARD COUNTY

and

TOWN OF SOUTHWEST RANCHES

Providing for

TEMPORARY USE OF COUNTY'S FIRE RESCUE DIVISION'S
EQUIPMENT AND/OR VEHICLES

AGREEMENT

Between

BROWARD COUNTY

and

TOWN OF SOUTHWEST RANCHES

Providing for

TEMPORARY USE OF COUNTY'S FIRE RESCUE DIVISION'S
EQUIPMENT AND/OR VEHICLES

This is an Agreement, made and entered into by and between: BROWARD COUNTY, a political subdivision of the State of Florida, hereinafter referred to as "COUNTY,"

AND

TOWN OF SOUTHWEST RANCHES, a municipal corporation organized and existing under the laws of the State of Florida, its successors and assigns, hereinafter referred to as "TOWN."

WITNESSETH

WHEREAS, TOWN has requested and COUNTY agrees to allow TOWN to temporarily utilize certain COUNTY-owned equipment and/or vehicles referenced herein for TOWN purposes more fully described herein; NOW, THEREFORE,

In consideration of the mutual terms, conditions, promises, covenants and payments hereinafter set forth, COUNTY and TOWN agree as follows:

ARTICLE 1

GENERAL PROVISIONS

- 1.1 TOWN has requested and COUNTY has agreed to permit TOWN to temporarily utilize COUNTY-owned equipment and/or vehicles listed below for TOWN's purposes as more fully described in this Agreement.

- 1.2 COUNTY agrees to permit TOWN to temporarily utilize the following COUNTY-owned equipment and/or vehicles identified by make, model and serial number for TOWN's purposes described herein:

2001 Ford F350 4x4 Brush Truck
County Vehicle #: 3250
VIN #: 1FDSF35F61ED60007
Asset #: 261170 Asset
Tag #: 204391 Tag

- 1.3 TOWN is requesting temporary use of the equipment and/or vehicles referenced herein for the use and benefit of the Southwest Ranches Volunteer Fire Rescue, Inc. in furtherance of the TOWN'S Agreement with the Southwest Ranches Volunteer Fire Rescue, Inc. dated July 1, 2001, a copy of which is attached hereto as Exhibit "A". COUNTY agrees to allow TOWN to loan the equipment and/or vehicles to the Southwest Ranches Volunteer Fire Rescue, Inc. subject to the terms and conditions of this Agreement.
- 1.4 COUNTY agrees to permit TOWN to temporarily utilize the referenced equipment and/or vehicles for the time period to be mutually determined by TOWN and COUNTY's Fire Rescue Division Director and set forth herein in Article 3.
- 1.5 TOWN agrees to return said equipment and/or vehicles clean and in good condition and, if not returned in good condition, to reimburse COUNTY for any loss or damage. TOWN understands that the loan service provided by COUNTY is done as a public service and COUNTY makes no express or implied warranty as to the fitness of said equipment and/or vehicles, and the equipment and/or vehicles are being provided in an "as is" condition.

ARTICLE 2

COMPENSATION TO COUNTY

TOWN agrees to pay COUNTY the sum of One Dollar (\$1.00) and other good and valuable considerations, the receipt and sufficiency of which is hereby acknowledged by the parties, for TOWN's right to use the COUNTY-owned equipment and/or vehicles described herein for TOWN's referenced purposes.

ARTICLE 3

TERM AND TERMINATION OF AGREEMENT

- 3.1 The term of this Agreement shall commence on the date said equipment and/or vehicles are accepted by TOWN and shall terminate on the date said items are returned to COUNTY, unless terminated earlier as provided for herein. The parties anticipate the term to be Forty-five (45) days unless mutually extended. In no event shall the term of this Agreement extend beyond six (6) months.
- 3.2 This Agreement may be terminated by either party at any time, with or without cause, upon five (5) days written notice to the other party as specified in Article 4.

ARTICLE 4

NOTICES

Whenever either party desires to give notice unto the other, it must be given by written notice, sent by certified United States mail, with return receipt requested, 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, to wit:

FOR COUNTY

Director

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

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

ARTICLE 5

LIABILITY, INDEMNIFICATION AND INSURANCE

- 5.1 TOWN hereby knowingly, freely, and voluntarily assumes all liability for any and all damage or injury of whatsoever nature which may occur to any third party as a result of TOWN's or Southwest Ranches Volunteer Fire Rescue Inc.'s use or operation of the equipment and/or vehicles while in the care, custody and control of TOWN. TOWN agrees to release, waive, discharge and covenant not to sue COUNTY, its officers, agents, and employees from any and all liability or claims which may be sustained by any third party, directly or indirectly, in connection with, or arising out of, TOWN's or Southwest Ranches Volunteer Fire Rescue Inc.'s use or operation of said equipment and/or vehicles while in the care, custody, and control of TOWN.
- 5.2 Indemnification. TOWN shall, to the extent permitted by law and subject to the limitations contained in Section 768.28, Florida Statutes, indemnify, save harmless and, at COUNTY's option, defend or pay for an attorney selected by the County Attorney to defend COUNTY, its officers, agents, and employees against any and all claims, losses, liabilities, and expenditures of any kind, including attorney fees, court costs, and expenses, caused by any negligent act or omission of TOWN or Southwest Ranches Volunteer Fire Rescue Inc.'s, respective employees, agents, or officers, or accruing, resulting from, or related to TOWN's or Southwest Ranches Volunteer Fire Rescue Inc.'s use or operation of the referenced equipment and/or vehicles while in the care, custody and control of TOWN or Southwest Ranches Volunteer Fire Rescue Inc., including, without limitation, any and all claims, demands, or causes of action of any nature whatsoever resulting from injuries or damages sustained by, or alleged to have been sustained by, any person or property. This provision shall survive the termination of this Agreement.
- 5.3 Insurance. TOWN and COUNTY agree to insure or self-insure their respective interests in the personal property subject to this Agreement to the extent each deems necessary or appropriate. TOWN hereby mutually waives all rights to recovery for loss or damage to such property by any cause whatsoever. TOWN and COUNTY hereby waive all rights of subrogation under any policy or policies that each may carry on property installed or placed on the premises.

ARTICLE 6

MISCELLANEOUS

- 6.1 Amendments. There shall be no modifying amendments or alterations in the terms or conditions contained herein which shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith.

- 6.2 Successors and Assigns. It is hereby covenanted and agreed among the parties hereto that all covenants, conditions, agreements and undertakings contained in this Interlocal Agreement shall extend to and be binding on the respective successors and assigns of the respective parties hereto.
- 6.3 Contract Administrators. COUNTY's Contract Administrator for this Agreement is the Director of the Fire Rescue Division or designee. TOWN's Contract Administrator for this Agreement is TOWN's TOWN Manager or designee. In the implementation of the terms and conditions of this Agreement, as contrasted with matters of policy, all parties may rely upon instructions or determinations made by the respective Contract Administrators.
- 6.4 Waiver. No waiver of any provision of this Agreement shall be effective unless it is in writing, signed by the designated Contract Administrator for the party against whom it is asserted and any such written waiver shall only be applicable to the specific instance to which it relates and shall not be deemed a continuing or future waiver.
- 6.5 Merger. This document incorporates and includes all prior negotiations, correspondence, conversations, agreements or understandings applicable to the matters contained herein; and the parties hereto agree that there are no commitments, agreements, or understandings concerning the subject matter of this 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.
- 6.6 Modification. COUNTY and TOWN agree that no modification, alteration or amendment 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.
- 6.7 Joint Preparation. The preparation of this Agreement has been a joint effort of the parties and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one party than the other.
- 6.8 Applicable Law and Venue. This Agreement shall be governed by the laws of the State of Florida and venue in any proceeding or action between the parties arising out of this Agreement shall be in Broward County, Florida.
- 6.9 Severance. In the event this Agreement or a portion of this Agreement is found by a court of competent jurisdiction to be invalid, the remaining provisions shall continue to be effective unless COUNTY or TOWN elects to terminate this Agreement. The election to terminate this Agreement based upon this provision shall be made within seven (7) days after the finding by the court becomes final.

-REMAINDER OF PAGE LEFT INTENTIONALLY BLANK-

IN WITNESS WHEREOF, the parties have made and executed this Agreement on the respective dates under each signature: Broward County through its Fire Rescue Division Director, authorized to execute same by Board action on the _____ day of _____, 2002, and TOWN OF SOUTHWEST RANCHES, signing by and through its _____, duly authorized to execute same.

COUNTY

WITNESSES:

BROWARD COUNTY, through its
FIRE RESCUE DIVISION DIRECTOR

Signature

By _____
Director

Signature

____ day of _____, 2002.

Insurance requirements
approved as to form
by Risk Management

By _____

Approved as to form by
Office of County Attorney
Broward County, Florida
EDWARD A. DION
Interim 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

**AGREEMENT BETWEEN BROWARD COUNTY, FLORIDA AND THE TOWN OF
SOUTHWEST RANCHES PROVIDING FOR TOWN'S TEMPORARY USE OF
COUNTY-OWNED EQUIPMENT AND/OR VEHICLES**

THE TOWN SOUTHWEST RANCHES

By: _____
Mayor Mecca Fink

By: _____
John Canada, Town Administrator

ATTEST:

Arielle Haze Tyner, Town Clerk

Approved As To Form and Correctness:

Gary A. Poliakoff, P.A. Town Attorney

EXHIBIT A
AGREEMENT

TOWN OF SOUTHWEST RANCHES, FLORIDA
AND
SOUTHWEST RANCHES VOLUNTEER FIRE-RESCUE, INC.

THIS AGREEMENT is made by and between the Town of Southwest Ranches, Florida (hereinafter referred to as "TOWN") and Southwest Ranches Volunteer Fire-Rescue, Inc., a volunteer organization (hereinafter referred to as "VOLUNTEER").

WHEREAS, the VOLUNTEER is a Florida not-for-profit corporation formed to provide for the protection of life and property against fire, disaster, natural catastrophe or other calamity within the Town of Southwest Ranches, Broward County, Florida; and

WHEREAS, the TOWN wishes to foster and encourage the fine sense of public spirit which is characteristic of the volunteer fire fighters, and to support the endeavors of the VOLUNTEER; and

WHEREAS, the TOWN enacted Resolution 2001-47 at its meeting of April 12, 2001 to provide for annual funding of up to \$30,000 a year to support the VOLUNTEER; and

WHEREAS, the TOWN is desirous of memorializing the conditions upon which the funds it gives to the VOLUNTEER will be expended.

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

ARTICLE 1

GENERAL TERMS AND CONDITIONS

- 1.1 TOWN and VOLUNTEER shall abide by and perform all of their respective obligations set forth herein.
- 1.2 TOWN and VOLUNTEER hereby recognize that VOLUNTEER, through its organization, provides support and unique fire-rescue services throughout the Town of Southwest Ranches and that those services are provided by volunteers primarily located within the municipal borders of Broward County (A political subdivision of the State of Florida hereinafter referred to as "COUNTY").
- 1.3 VOLUNTEER shall take the necessary precautions to insure that all personnel deployed by VOLUNTEER are sufficiently trained and competent to perform fire-rescue services.

- 1.4 VOLUNTEER shall not provide emergency medical transportation services.
- 1.5 VOLUNTEER agrees to respond to emergency calls dispatched by COUNTY in a safe, efficient and timely manner.

ARTICLE 2

DELIVERY OF FIRE RESCUE SERVICES

- 2.1 VOLUNTEER shall provide support and back-up within the Town, on a twenty-four (24) hour, seven (7) days a week basis during the term of the Agreement.
- 2.2 VOLUNTEER shall provide support and back-up Fire-Rescue Services to the entire TOWN based upon emergency calls dispatched by COUNTY for service delivery areas provided by COUNTY and Town of Davie.
- 2.3 Any emergency calls dispatched outside the TOWN boundaries will be considered to be for mutual aid purposes in accordance with the Fire Chiefs Association's Mutual Aid Response Agreement.
- 2.4 VOLUNTEER shall not provide any ALS or BLS transportation services for emergency medical incidents.

ARTICLE 3

COMMUNICATIONS

- 3.1 VOLUNTEER shall utilize the COUNTY communication system for dispatch of all fire and emergency medical incidents.
- 3.2 VOLUNTEER agrees to utilize radios and other communication equipment provided and maintained by the COUNTY to communicate with other fire-rescue service providers during the term of the Agreement.
- 3.3 VOLUNTEER shall only be dispatched to an incident based upon a dispatch sanctioned by COUNTY defined protocol.

ARTICLE 4

CONTROL OF FIRE-RESCUE SCENE

- 4.1 VOLUNTEER acknowledges that the Town of Davie has entered into an Interlocal Agreement with the TOWN, dated October 4, 2000, for the provision of emergency medical and fire protection services in that portion of the TOWN lying East of the West bank of the drainage canal that runs parallel to Southwest 172nd Avenue, West of Flamingo Road, South of Griffin Road and North of Sheridan Street. VOLUNTEER shall familiarize itself with the terms and conditions of said Agreement in order that the fulfillment of its obligations under this Agreement will assist, but not interfere, with the performance of the Town of Davie's obligations under said Agreement.
- 4.2 VOLUNTEER acknowledges that the TOWN has entered into an Interlocal Agreement with COUNTY, dated October 10, 2000, for the provision of emergency medical and fire protection services 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. VOLUNTEER shall familiarize itself with the terms and conditions of said Agreement in order that the fulfillment of its obligation under this Agreement will assist, but not interfere with the performance by COUNTY of its obligations under said Agreement.
- 4.3 VOLUNTEER acknowledges that the Town of Davie and COUNTY, as same may be applicable, shall have command of all incidents within the TOWN limits in which VOLUNTEER is dispatched or is at any scene.
- 4.4 VOLUNTEER acknowledges that the governmental agency that holds primary responsibility of any scene or incident shall have command when any mutual aid response is requested as described in item 2.3 above.

ARTICLE 5

VEHICLES AND APPARATUS

- 5.1 There is currently on loan to the TOWN from COUNTY the following vehicles and equipment:
 - a. 1987 Pierce Dash Fire Engine Pumper
 - b. New Ford F-350 4X4 Diesel Brush Truck Vehicle
- 5.2 TOWN, to the extent permitted by COUNTY, shall allow VOLUNTEER to use said equipment. Unless otherwise maintained by COUNTY, VOLUNTEER shall maintain the equipment and apparatus in good working condition at its sole expense. In the event that the aforesaid equipment and apparatus becomes inoperable, or is considered to be

"out of service," the TOWN shall seek to obtain temporary replacement vehicles from COUNTY. Nothing herein shall be construed to require TOWN to obtain temporary or permanent replacement vehicles if COUNTY elects not to provide temporary or updated equipment.

- 5.3 VOLUNTEER and TOWN agree that fire vehicles owned by VOLUNTEER shall be standard COUNTY equipment and apparatus.

Furthermore, fire vehicles owned by VOLUNTEER shall contain primary markings reflecting VOLUNTEER.

- 5.4 TOWN agrees to allow all VOLUNTEER utilized fire vehicles to bear TOWN seal.

- 5.5 VOLUNTEER agrees to provide additional fire vehicles and equipment in good working condition in order to perform responsibilities under the terms of this Agreement.

- 5.6 TOWN and VOLUNTEER agree that funding and purchasing assistance for VOLUNTEER supplied vehicles shall be provided by TOWN as defined in Article 6 of this Agreement

- 5.7 TOWN and VOLUNTEER agree that all vehicles and equipment owned by VOLUNTEER shall automatically become the property of TOWN, should for any reason VOLUNTEER not be able to perform its responsibilities under the terms and conditions of this Agreement.

ARTICLE 6

CONSIDERATION

- 6.1 TOWN agrees to provide budgetary funding for VOLUNTEER within TOWN's annual budget.

- 6.2 TOWN agrees to provide an amount not to exceed Thirty Thousand Dollars (\$30,000) in the annual budget for VOLUNTEER. Said amount may be increased based upon service level needs and shall be solely determined by TOWN.

- 6.3 VOLUNTEER agrees to provide TOWN with an annual budget request within the funding levels determined by TOWN. Budget request shall be submitted in a format and timeframe as determined by the Town Administrator.

- 6.4 TOWN agrees to provide payments to or in favor of VOLUNTEER based upon payment process determined by the Town Administrator.

- 6.5 TOWN agrees to assist VOLUNTEER in securing, purchasing and financing of VOLUNTEER owned vehicles and equipment, as such vehicles and equipment may only

be acquired through existing and future governmental agency bids. Such payment schedules for said equipment and vehicles shall not exceed the total funding abilities of VOLUNTEER, as determined by the Town Administrator.

- 6.6 TOWN and VOLUNTEER agree that vehicles supplied by VOLUNTEER and acquired through the governmental agency bidding process might require that the vehicles be initially titled in the name of TOWN to enjoy such offered discounts.

ARTICLE 7

TERM OF AGREEMENT

- 7.1 This Agreement shall commence on July 1, 2001 and shall continue until September 30, 2005, unless terminated by either party as provided hereinafter. The Agreement shall automatically renew itself, without further action of the parties, for additional one (1) year periods, unless either party elects not to renew and provides written notice of the intent not to renew at least ninety (90) days prior to the end of any term of the Agreement.

ARTICLE 8

TERMINATION

- 8.1 Notwithstanding any other provision(s) of this Agreement to the contrary, this Agreement may be terminated by VOLUNTEER in the event of a material breach of the Agreement by TOWN. The Town Administrator shall be the sole judge of whether a material breach has occurred. Furthermore, in the event that the Town Administrator determines that TOWN has materially breached the Agreement, TOWN shall have thirty (30) days to correct the breach. The TOWN, acting through the TOWN Council, shall have the right to terminate this Agreement at any time, should the Town Council determine that VOLUNTEER is acting in a manner contrary to the terms and conditions of this Agreement or in a manner, which the Town Council, in its sole discretion deemed detrimental to the TOWN's best interests.

ARTICLE 9

RETURN OF EQUIPMENT AT EXPIRATION OF OR TERMINATION OF AGREEMENT

VOLUNTEER, within five (5) days of the expiration or termination of this Agreement, shall return to TOWN any equipment or apparatus loaned to VOLUNTEER by TOWN or COUNTY.

ARTICLE 10

INSURANCE

- 10.1 VOLUNTEER shall maintain in full force and effect during the entire term of this Agreement, and any extended term, general liability and automotive liability in the amount of \$1,000,000/\$2,000,000.
- 10.2 VOLUNTEER shall provide TOWN with a copy of current respective policies of insurance required hereunder, and renewals thereof, in order that TOWN, through the office of the Town Clerk, may keep such copies on file for the benefit of the public.
- 10.3 The costs of all policies of insurance required hereunder shall be the obligation of VOLUNTEER and TOWN shall in no way be responsible therefor.
- 10.4 VOLUNTEER shall provide TOWN with a Certificate of Insurance listing TOWN as a Certificate Holder for the respective insurance required hereunder.
- 10.5 Should any of the required insurance policies be modified before the expiration date of this Agreement, VOLUNTEER will provide at least thirty (30) days prior written notice to the TOWN.

ARTICLE 11

HOLD HARMLESS

- 11.1 VOLUNTEER shall indemnify, defend, and hold TOWN, its officials, agents, servants and employees, harmless from any and all liability, actions, causes of action, suits, trespasses, damages, judgements, executions, claims and demands of any kind whatsoever, in law or in equity, which result from or arise out of the intentional or negligent acts or omissions of VOLUNTEER, its employees, agents, or servants and VOLUNTEER shall indemnify the TOWN, its officials, agents, servants and employees, for damages, judgements, claims, costs, expenses, including reasonable attorney's fees, which TOWN, its officials, agents, servants and employees, might suffer in connection with or as a result of the intentional or negligent acts of VOLUNTEER, its employees, agents, or servants. For purposes of this provision, TOWN employees shall not be deemed agents or servants of VOLUNTEER and VOLUNTEER employees shall not be deemed agents or servants of TOWN.
- 11.2 VOLUNTEER shall indemnify, defend and hold TOWN, its officials, agents, servants, and employees, harmless from claims of any nature arising out of unlawful or actionable employment and labor practices brought by VOLUNTEER's employees including, but not limited to, claims under the Florida and Federal Civil Rights Act, Age Discrimination in Employment, Americans with Disabilities Act and Federal Wage and Hours Laws.

- 11.3 Notwithstanding anything to the contrary contained herein, the terms and conditions of this Article survive the expiration or termination of this Agreement.

ARTICLE 12

INDEPENDENT CONTRACTOR

- 12.1 VOLUNTEER, for the purpose of this Agreement, is and shall remain an Independent Contractor.
- 12.2 Nothing herein, including the acts or omissions of VOLUNTEER shall be imputed to TOWN and TOWN shall at all times be entitled to the benefits of sovereign immunity as provided in Section 768.28, Florida Statutes, and common law. Nothing contained in this Agreement to the contrary shall be construed as a waiver of sovereign immunity.

ARTICLE 13

MISCELLANEOUS

- 13.1 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 considered more severely against one of the parties than the other.
- 13.2 Merger This Agreement incorporates and includes all prior negotiations, correspondence, agreements, and 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 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 Agreement.
- 13.3 Records and Audit: VOLUNTEER shall maintain records and documents associated with this Agreement in accordance with the requirements for records retention set forth in Chapter 119, Florida Statutes. TOWN shall have the right to audit the books and records and accounts of others that are related to this Agreement including, but not limited to, those related to costs. In addition, each party shall keep such books, records and accounts as may be necessary in order to record complete and correct entries relating to this Agreement. VOLUNTEER shall preserve and make available, at reasonable times for examination and audit of financial records, supporting documents, statistical records and any other documents pertinent to this 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.

13.4 Severability: In the event a portion of this Agreement is found by a court of competent jurisdiction to be invalid, the remaining provisions shall continue to be effective unless TOWN elects to terminate this Agreement.

13.5 Notice: 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 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 notice. Notice to be effective upon delivery.

FOR TOWN:

John Canada
Town Administrator
Town of Southwest Ranches
3111 Stirling Road
Ft. Lauderdale, Florida 33312

FOR VOLUNTEER:

Chief Dick Christensen
Southwest Ranches Volunteer
Fire-Rescue, Inc.
5101 S.W. 145th Ave.
Southwest Ranches, Florida 33330

TOWN ATTORNEY

Gary A. Poliakoff, J.D.
Becker & Poliakoff, P.A.
3111 Stirling Road
Fort Lauderdale, Florida 33312

13.6 Nondiscrimination: TOWN and VOLUNTEER decisions regarding the delivery of services under this Agreement shall be made without regard to or consideration of race, age, religion, color, gender, sexual orientation, national origin, martial status, physical or mental disability, political affiliation or any other factor which cannot be lawfully used as a basis of service delivery.

13.7 Performance: VOLUNTEER represents that all persons overseeing or directing the performance of the services required under this 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.

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

IN WITNESS WHEREOF, this Agreement is accepted and executed on this 1
day of July, 2001.

FOR SOUTHWEST RANCHES
VOLUNTEER FIRE-RESCUE, INC.

President

ATTEST:

Arielle Haze Tyner
Arielle Haze Tyner, Town Clerk

FOR TOWN OF SOUTHWEST RANCHES

Mecca Fink
Mecca Fink, Mayor

John Canada
John Canada, Town Administrator

APPROVED AS TO FORM AND CORRECTNESS:

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

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