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Bruce Loucks, City Manager

See Resolution 2010-  
072

p. 25

copy: Town Council  
Town Admin.

THE CITY OF



BROWARD COUNTY, FLORIDA

P.O. BOX 290910  
9090 Southwest 50th Place  
Cooper City, Florida 33329-0910  
(954) 434-4300 • Fax: (954) 434-5099  
coopercityhall@coopercityfl.org

March 24, 2011

Charles H. Lynn, AICP  
Town Administrator  
Town of Southwest Ranches  
6589 SW 160<sup>th</sup> Avenue  
Southwest Ranches, FL 33331

**RE: Notice of Termination of the Joinder of the City of Cooper City ("the City") in the Agreement between the Sheriff of Broward County (the "BSO") and the Town of Southwest Ranches (the "Town") for the Delivery of Emergency Medical, Fire Protection and Fire Prevention Services (the "Agreement") Concerning Matter of ALS Rescue/ Transport Vehicle**

Dear Mr. Lynn:

Please be advised that effective as of **July 23, 2011**, the City hereby terminates the City's Joinder in the Agreement, as expressly authorized by the termination clause which is set forth on page 25 of said Agreement. This action has been taken at the direction of the City Commission after careful consideration and public discussion, and after hearing from and considering the concerns of Town Mayor Nelson.

The termination of the City's participation in the Agreement has been made necessary by the change of conditions and circumstances which have arisen subsequent to the execution of the Agreement. Those changes include, but are not limited to, the recent notification by the City of Weston that it is terminating its automatic aid agreement with the Town, and the recent notification by the City of Davie that it is terminating its automatic aid agreement with the City.



Charles H. Lynn, AICP  
Town Administrator  
Town of Southwest Ranches  
March 24, 2011  
Page 2 of 2

Please be advised that the City (through its BSO service provider) will continue to provide mutual aid to the Town as part of ongoing intergovernmental cooperation in the fire service arena.

Please feel free to contact me if you have any questions in reference to this matter.

Yours truly,



BRUCE D. LOUCKS  
City Manager  
City of Cooper City

cc: Neal de Jesus, Fire Chief, Broward Sheriff's Office  
Fire Rescue and Emergency Services  
2601 West Broward Boulevard  
Ft. Lauderdale, FL 33312

Mayor Nelson

Keith M. Poliakoff, JD  
Town Attorney for Southwest Ranches  
Becker and Poliakoff, P.A.  
3111 Stirling Road  
Ft. Lauderdale, FL 33312

Judith Levine, General Counsel BSO  
2601 West Broward Boulevard  
Ft. Lauderdale, FL 33312

Mayor and Commission

David M. Wolpin, City Attorney,

**RESOLUTION NO. 2010 - 072**

**A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, APPROVING AN AGREEMENT BETWEEN THE TOWN OF SOUTHWEST RANCHES AND THE SHERIFF OF BROWARD COUNTY FOR THE DELIVERY OF EMERGENCY MEDICAL, FIRE PROTECTION, AND FIRE PREVENTION SERVICES; AUTHORIZING THE MAYOR, TOWN ADMINISTRATOR AND TOWN ATTORNEY TO EXECUTE SAID AGREEMENT; AND PROVIDING AN EFFECTIVE DATE THEREFOR.**

**WHEREAS**, the Town of Southwest Ranches has sought to reduce its costs for fire and emergency medical services; and

**WHEREAS**, as a result, the Town has re-negotiated its agreement with the Broward Sheriff's Office ("SHERIFF") for the provision of emergency medical, fire protection, and fire prevention services; and

**WHEREAS**, the Town and SHERIFF desire to enter into a modified Agreement, which shall specify how such Emergency Medical, Fire Protection and Fire Prevention Services will be provided; and

**WHEREAS**, the Town and SHERIFF have determined that it is mutually beneficial and in the best interest of the public to enter into this Agreement.

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

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

**Section 2.** The Town Council hereby approves the Agreement between TOWN and SHERIFF, in substantially the same form as that attached hereto as Exhibit "A".

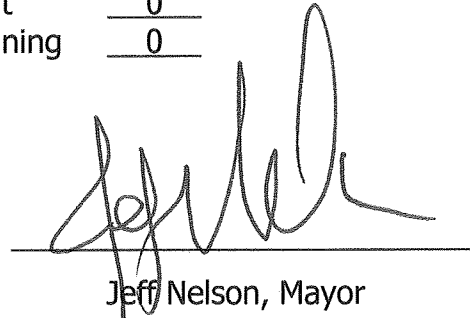
**Section 3.** The Town Council hereby authorizes the Mayor, Town Administrator and Town Attorney to enter into the Agreement in substantially the same form as that attached hereto as Exhibit "A" and to make such modifications, additions and/or deletions which they deem necessary and proper to effectuate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

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

**PASSED AND ADOPTED** by the Town Council of the Town of Southwest Ranches, Florida, this 30<sup>th</sup> day of June, 2010, on a motion by Vice Mayor Knight and seconded by Council Member Fisikelli.


Nelson	<u>AYE</u>
Knight	<u>AYE</u>
Breitkreuz	<u>AYE</u>
Fisikelli	<u>AYE</u>
McKay	<u>AYE</u>

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



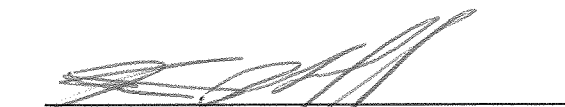
Jeff Nelson, Mayor

ATTEST:



Juanita Romance, Deputy Town Clerk for  
Debra Doré-Thomas, CMC, Town Clerk

Approved as to Form and Correctness:



Keith M. Poliakoff, Town Attorney  
ACTIVE: 3011510\_1

Agreement

Between

SHERIFF OF BROWARD COUNTY

a n d

THE TOWN OF SOUTHWEST RANCHES

f o r

DELIVERY OF EMERGENCY MEDICAL FIRE PROTECTION AND  
FIRE PREVENTION SERVICES

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

WHEREAS, SHERIFF and TOWN desire to enter into this Agreement to provide for the delivery of emergency medical, fire protection and fire prevention services by SHERIFF to the TOWN and specify how such emergency medical, fire protection and fire prevention services will be provided; and

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

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

## ARTICLE I

### BACKGROUND PURPOSE AND INTENT

- 1.1 The above recitals are true and correct and are incorporated herein as if set forth in full hereunder.
- 1.2 It is the purpose and intent of this Agreement for SHERIFF 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 TOWN and SHERIFF find the method of delivery of emergency medical, fire protection and fire prevention services set forth in this Agreement is in the best interest of the public and can best be accomplished through coordination of the provision of such services as set forth herein.

## ARTICLE 2

### DEFINITIONS AND IDENTIFICATIONS

- 2.1 **Agreement** -- means this document, Articles 1 through 24, inclusive. Other terms and conditions are included in the exhibits and documents that are expressly incorporated by reference.
- 2.2 **City of Cooper City** -- shall mean the City of Cooper City, Florida, a municipal corporation organized and existing under the laws of the State of Florida and located within the boundaries of Broward County, Florida, joining for the limited purpose of the Joinder set forth on page 25 herein.

- 2.3 **Effective Date** -- shall mean July 1, 2010.
- 2.4 **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.
- 2.5 **Fire Prevention Services** -- shall mean fire prevention programs and activities including inspection services; plan review; development review; fire investigations; inspection and testing of fire hydrants and fire wells; public education; and enforcement of applicable Fire Codes.
- 2.6 **Fire Protection Services** — means all fire suppression calls hazardous conditions responses; and the management of all emergency equipment, emergency personnel and emergency incident scenes.
- 2.7 **Hybrid Vehicle** – A vehicle which can service both as a 750 gallon fire apparatus/ALS first responder engine, and a transport vehicle, as specifically described in Exhibit “A”.
- 2.8 **Out of Service** — means the apparatus and/or personnel assigned to the geographic area are not available to respond to an emergency incident.
- 2.9 **Response Time** — means the elapsed time period from the time the unit receives dispatch from SHERIFF's CAD until the appropriate unit arrives on the scene of the incident as recorded in SHERIFF's CAD system.
- 2.10 **Service Area** — means the geographic area that includes all areas within the corporate limits of the Town of Southwest Ranches and if Broward County elects, the West Broward Area.
- 2.11 **SHERIFF** -- shall mean the duly elected and qualified Sheriff of Broward County, Florida.
- 2.12 **TOWN** -- shall mean the Town of Southwest Ranches, a municipal corporation organized and existing under the laws of the State of Florida and located within the boundaries of Broward County, Florida.
- 2.13 **Town Administrator** -- shall mean the duly appointed and validly existing administrator of the TOWN. In the absence of the Town Administrator, the Assistant Town Administrator or person acting in the capacity of Town Administrator shall have the same authority as that of the Town Administrator.
- 2.14 **Volunteers** – shall mean the Town of Southwest Ranches Volunteer Fire-Rescue, Inc.
- 2.15 **West Broward Area** – The unincorporated areas of western Broward that include Everglades Holiday Park and the nearby Everglades Conservation Area, Broward County Landfill, and the Broward Correctional Institution.

### ARTICLE 3

#### GENERAL TERMS AND CONDITIONS

- 3.1 SHERIFF and TOWN shall abide by and perform all of their respective obligations set forth herein.
- 3.2 SHERIFF and TOWN hereby recognize that SHERIFF, through its Department of Fire Rescue and Emergency Services provides fire-rescue services throughout Broward County and those services, at SHERIFF's discretion, may be provided from facilities and with personnel and apparatus located within or outside the municipal boundaries of TOWN. Notwithstanding the provisions set forth herein, any apparatus that is assigned to the TOWN for purposes of providing the services contemplated herein will be stationed solely within the TOWN, unless specifically stated otherwise herein.
- 3.3 The SHERIFF and TOWN recognize and acknowledge that, provided that the Town receives full cost recovery as further delineated below, that the SHERIFF will provide emergency medical and fire protection services to West Broward Area with the staff and equipment assigned to the TOWN.
- 3.4 In the event TOWN becomes dissatisfied with the performance of SHERIFF's personnel, TOWN shall provide notification to SHERIFF. Thereafter, representatives from TOWN and SHERIFF will meet to discuss possible remedies to resolve the applicable issues to the satisfaction of both parties.
- 3.5 Response times are a critical element to this Agreement. As such, each year the Town Administrator and SHERIFF shall meet in good faith to establish maximum average response times for all fire suppression and rescue/EMS dispatch calls. The maximum agreed to average shall not be more than one (1) minute above the monthly average response time for all fire suppression and rescue/EMS dispatch calls for all of SHERIFF'S contracted jurisdictions. The response time will be measured from the time the unit is dispatched by the SHERIFF'S CAD system, to the time the unit officially arrives at the dispatched address and notifies the CAD system of arrival. SHERIFF and TOWN agree that the closest unit is the best practice for reducing response times. TOWN agrees that SHERIFF shall coordinate with SHERIFF'S CAD system to insure the proper response profiles are implemented and maintained. TOWN shall be provided with a copy of any changes in response profiles if they will have an effect on the response time for TOWN. All units shall be dispatched within one (1) minute of the average response time of all ALS and/or ALS fire apparatus transport units and/or ALS for apparatus dispatched by SHERIFF's communications center. Said time from communication center call in until dispatch shall be the minimum amount reasonably necessary to dispatch the proper unit to the property location. Response times shall be determined monthly from SHERIFF's computer-aided dispatch (CAD) system.



- 3.6 SHERIFF shall provide the TOWN a written monthly report detailing types and number of calls for service within TOWN, and the detailed monthly response times. TOWN and SHERIFF agree that response times are vital to the delivery of life/safety services and that if the response times were in excess of the response times agreed to by the parties that the TOWN would not be seeking to enter into an Agreement. Accordingly, SHERIFF agrees that if it fails to meet the average monthly response times outlined above for one month within a calendar year, that SHERIFF will notify TOWN, in writing, of a plan to correct the average response times for the future delivery of these vital services. SHERIFF agrees that upon a second occurrence of its failure to meet the average monthly response time within a calendar year that the next invoice to TOWN shall be reduced by the sum of \$5,000. Upon any failure of SHERIFF to meet the average monthly response time within a calendar year thereafter, TOWN, at its sole discretion, may either terminate the Agreement upon 180 day written notice or may reduce its next quarterly payment to SHERIFF by the sum of \$10,000 for each month that SHERIFF fails to meet the average monthly response time within that calendar year.
- 3.7 SHERIFF shall provide a liaison between SHERIFF and TOWN who shall function as a member of TOWN'S staff with regard to fire-rescue issues and report to Town Administrator in that capacity. Unless excused by the Town Administrator, SHERIFF shall provide the assigned liaison to attend each regular and special meeting of the TOWN Council or TOWN staff meeting(s) to facilitate the flow of information between SHERIFF and the TOWN.

#### ARTICLE 4

##### DELIVERY OF FIRE & EMERGENCY MEDICAL SERVICES

- 4.1 The TOWN will initially have one (1) ALS rescue transport stationed in the TOWN and one (1) fire apparatus/ALS engine to provide emergency medical and fire services. It is the intent of the TOWN and SHERIFF that one (1) hybrid fire apparatus/ALS first responder engine, which shall have transport capability, shall also be placed in service within the TOWN as soon as reasonably possible after the Effective Date. The SHERIFF will make every reasonable effort to have the vehicle placed in service in the TOWN within six (6) months from the Effective Date. In the event that the hybrid vehicle is not placed in service within six (6) months from the Effective Date, SHERIFF shall maintain the Town's existing staffing levels, at the reduced consideration delineated in Article 17 below, until such time as the hybrid vehicle is placed into service within the TOWN. Upon the hybrid vehicle being placed into service, emergency medical services shall also be provided by one (1) ALS rescue/transport vehicle stationed at Cooper City Station 28, generally located at 10580 Stirling Road, on a twenty-four (24) hour, seven (7) days a week basis, subject to the agreement of the City of Cooper City. The ALS rescue transport, the fire apparatus/ALS engine, and the hybrid vehicle shall be stationed at the TOWN's fire station for the duration of this Agreement. These vehicles will primarily serve, on a first-alarm basis, the geographical area of the TOWN, the West Broward Area, and respond to the City of Weston pursuant to the automatic aid agreement described in Article 15 of this Agreement. Any calls outside of these response areas will be considered to be for mutual aid purposes in accordance with the Broward County Fire Chiefs Association's Mutual Aid Response Agreement. The

ALS rescue/transport vehicle stationed at the Cooper City fire station will primarily serve, on a first-alarm basis, the geographical area of the TOWN, Cooper City, and the West Broward Area. Any calls outside of these response areas will be considered to be for mutual aid purposes in accordance with the Broward County Fire Chiefs Association's Mutual Aid Response Agreement.

- 4.2 Until the hybrid vehicle is placed in service within the Town the SHERIFF shall provide staffing as follows:

Fire Apparatus/ALS Engine:

One (1) company officer (lieutenant or captain) Firefighter Paramedic  
One (1) Driver Engineer Firefighter Paramedic  
One (1) Firefighter Paramedic

ALS Rescue Transport:

One (1) company officer (lieutenant or captain) Firefighter Paramedic  
One (1) Fire Fighter Paramedic

All of the personnel shall be cross-trained firefighter/paramedics

- 4.3 When the hybrid vehicle is placed in service within the Town, the ALS Rescue Transport will be stationed in the City of Cooper City and the TOWN's staffing, as shown above, will be modified as follows:

ALS Rescue Transport:

One (1) company officer (lieutenant or captain) Firefighter Paramedic paid for by the TOWN  
One (1) Fire Fighter Paramedic paid for by the City of Cooper City

In regards to the one (1) ALS rescue/transport vehicle stationed at Cooper City Station 28, Cooper City shall pay to SHERIFF the cost of One (1) Firefighter Paramedic position (24 hours, 7 days per week) and the TOWN shall pay to SHERIFF the cost of One (1) Company Lieutenant or Captain Firefighter Paramedic position (24) hours, 7 days per week), which is included in the consideration set forth in Article 17 below, to be stationed on this vehicle.

- 4.4 Except for fire protection services provided by the Volunteers and automatic/mutual aid responses, SHERIFF shall not utilize a third party provider for the provision of fire protection services without TOWN's advance written approval; provided that SHERIFF may utilize the services of third parties without TOWN's advance written approval in instances of mass casualties where, in SHERIFF's sole determination, the circumstances are such that the services required are

beyond the response capacity of SHERIFF and TOWN.

- 4.5 SHERIFF possesses and shall maintain throughout the term of the Agreement a Class 1 ALS Rescue Certificate of Public Convenience and Necessity ("CON") and an appropriate State of Florida license enabling SHERIFF 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 SHERIFF shall provide emergency medical transportation for all patients requiring ALS/BLS transportation to an appropriate hospital emergency department.
- 4.7 The parties acknowledge and agree that SHERIFF shall invoice the recipient of ALS/BLS transport services within thirty (30) calendar days from the date services were rendered in accordance with the fee schedule adopted by the TOWN. SHERIFF agrees to return to TOWN all emergency medical services transport fees collected by SHERIFF for services provided within the Service Area less any third party fees for collection services.
- 4.8 Except for fire protection services provided by the Volunteers and automatic/mutual aid responses, SHERIFF shall not utilize a third party provider for the provision of emergency medical services referenced in this Article without TOWN's advance written approval, which may be withheld. Notwithstanding the aforementioned, however, SHERIFF may utilize the services of third parties without TOWN's advance written approval in instances of mass casualties where, in SHERIFF's sole determination, the circumstances are such that the services required are beyond the response capacity of SHERIFF and TOWN.

## ARTICLE 5

### FIRE PREVENTION SERVICES

- 5.1 SHERIFF, through properly certified personnel consistent with all applicable laws and codes, shall provide fire prevention services including the following:
  - a. Annual inspections of every non-residential establishment within the TOWN. SHERIFF shall provide the TOWN with records of such inspections within a week of completion of the inspection work;
  - b. Plan review;
  - c. Development review;
  - d. Inspection and painting of fire hydrants and fire wells within the TOWN at a minimum of twice per year with such inspections occurring no less than four (4) months apart. SHERIFF shall provide TOWN with records of such inspections upon completion of each six (6) month inspection/testing period.

SHERIFF shall report to TOWN, in writing, any hydrants or wells requiring maintenance or repairs, along with any recommended locations for additional hydrants or wells. Such recommendations shall be implemented, at the Town's sole cost and expense, upon the approval of the TOWN, which approval shall not be unreasonably withheld; and

- e. Public education programs, through personnel assigned to the TOWN, designed to reduce the risk of property damage, personal injury, or loss of life from fire.
- 5.2 SHERIFF's Fire Marshal or designee, shall be deemed to be the Chief Fire Code Official for the TOWN as required by the Florida Fire Prevention Code and the Broward County Local Fire Code amendments and will be assisted by Fire Inspectors as needed. The TOWN agrees to take all reasonable action to ensure that SHERIFF's Fire Marshal or designee, and its fire inspectors, are lawfully empowered to enforce the Florida Fire Prevention Code and the Broward County Local Fire Code Amendments within the TOWN.
- 5.3 The parties acknowledge and agree that the TOWN shall invoice, collect and retain fees from property owners for fire inspection and prevention services, including but limited to, fire inspections, plan review, false alarm fees. The fees and charges for providing said services shall be in accordance with the schedule of fees and charges as adopted by the TOWN.
- 5.4 Sheriff may subcontract well testing and painting services to qualified subcontractors approved by the TOWN, which approval shall not be unreasonably withheld.

## ARTICLE 6

### COMMUNICATIONS

- 6.1 Subject to County funding, SHERIFF shall provide TOWN with full fire and emergency medical dispatching services in the same manner said services are provided to other municipalities.
- 6.2 Communications equipment will be maintained pursuant to the terms and conditions set forth in Article 13 of this Agreement .

## A R T I C L E 7

### SPECIALIZED SERVICES

- 7.1 Subject to County funding, SHERIFF shall provide the following specialized services, consistent with service levels SHERIFF concurrently renders to other agencies and municipalities, without additional cost to the TOWN:

- a. SHERIFF shall provide, as needed, hazardous material response services equipped and trained personnel to provide specialized response in case of an accidental spill or leak of hazardous materials or product.
  - b. SHERIFF shall provide air rescue services.
  - c. SHERIFF shall provide technical rescue services with specially equipped and trained personnel for above grade/high angle and below grade rescues.
  - d. SHERIFF shall provide fire investigation services, including arson investigation assistance.
  - e. All other specialized services that SHERIFF generally renders to other agencies or municipalities throughout Broward County.
- 7.2 SHERIFF shall provide assistance in obtaining grants and shall also provide assistance in emergency management issues.

## ARTICLE 8

### VOLUNTEERS

- 8.1 The SHERIFF and TOWN will work cooperatively and in good faith to reach an understanding with the Southwest Ranches Volunteer Fire-Rescue, Inc. ("Volunteers") regarding the Volunteers' role in providing fire protection services for the TOWN.
- 8.2 The SHERIFF has provided the Volunteers with the equipment specifically described in Exhibit "B" for the Volunteer's use in providing the level of services agreed upon by the Volunteers, TOWN and SHERIFF. Upon the expiration or termination of the Agreement, SHERIFF may request that the Volunteers return all SHERIFF owned equipment.

## ARTICLE 9

### SPECIAL DETAILS

- 9.1 SHERIFF shall provide fire rescue personnel to support both TOWN Sponsored Events and Non-TOWN Sponsored Events occurring within the TOWN in accordance with SHERIFF's Special Details Policies and Procedures. SHERIFF shall cooperate with the TOWN and follow TOWN procedures in the permitting of such special events. The TOWN agrees to authorize SHERIFF to act as the public safety representative for the TOWN in the permitting of special events.
- 9.2 TOWN Sponsored Events. SHERIFF will provide fire rescue personnel, including on-duty personnel as agreed upon by the SHERIFF and TOWN, for TOWN Sponsored Events, limited to no more than six (6) TOWN sponsored events per calendar year.

- 9.3 Non-TOWN Sponsored Events. The number of fire rescue personnel to be dedicated or assigned to an event shall be worked out between SHERIFF and the non-TOWN sponsoring agency, and all costs for such detail services shall be borne by the sponsoring agency and not the TOWN.
- 9.4 Unless agreed in writing by the Town prior to the sponsored event, all Special Details shall be off-duty personnel.

#### ARTICLE 10

#### MEDICAL DIRECTION

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

#### ARTICLE 11

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

SHERIFF shall have command of all fire rescue and emergency services incidents occurring in the Service Area.

#### ARTICLE 12

#### VEHICLE

- 12.1 On the Effective Date of the Agreement, the SHERIFF will assign the following vehicles to the TOWN to be used by SHERIFF to provide emergency medical and fire protection services to the TOWN:
- a. Subject to Section c below, one (1) hybrid ALS Fire/Transport Apparatus with a 750 gallon water capacity.
  - b. One (1) ALS Rescue Unit International Medium Duty Ambulance
  - c. When delivered, one (1) hybrid vehicle, as further delineated within this Agreement

These vehicles, shall be stationed at the TOWN's fire station for the duration of this Agreement.

SHERIFF shall not be responsible for the purchase of any vehicle(s) and any costs associated with ownership of such vehicles, unless otherwise provided herein

The TOWN, at its cost, shall be responsible for reimbursing SHERIFF for the cost of leasing the hybrid vehicle. Said cost has been specifically delineated within this

Agreement. Upon the conclusion of this Agreement, any vehicle which the Town has reimbursed SHERIFF for in full shall become the property of the TOWN.

- 12.2 The SHERIFF shall be responsible for the maintenance of all vehicles. The SHERIFF will maintain the vehicles in accordance to the vehicle manufacturer's specifications and recommendations. The SHERIFF will retain the vehicle maintenance records.
- 12.3 The SHERIFF shall be responsible for equipping the vehicles with all necessary equipment, as determined by SHERIFF, for emergency medical services and fire protection services, including communication devices and shall be responsible for the maintenance of such equipment. Any fixtures attached to the vehicles shall become the property of the title owner of such vehicle.
- 12.4 SHERIFF agrees to provide temporary replacement EMS or fire suppression vehicles *in* the event that a vehicle normally responding within the TOWN becomes inoperable, or requires maintenance services or is "out of service." When it is apparent that a unit(s) 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.
- 12.5 In the event the hybrid vehicle and/or equipment is beyond reasonable repair, unsafe to operate or mechanically unsound prior to its scheduled replacement due to normal wear and tear and customary usage or due to any cause(s) other than the intentional or negligent acts of SHERIFF, or any acts not covered by vehicular insurance, SHERIFF will notify the TOWN. Thereafter, SHERIFF and the TOWN shall work cooperatively and in good faith to replace the vehicle and/or equipment, at the TOWN's expense, in a timely manner. In the event a vehicle and/or equipment is beyond reasonable repair, unsafe to operate or mechanically unsound prior to its scheduled replacement due to the negligence or intentional act of SHERIFF, said vehicle and/or equipment shall be replaced at SHERIFF's sole cost and expense, in a timely manner.

### ARTICLE 13

#### FIRE STATION

- 13.1 The TOWN shall provide a fire station to house SHERIFF's hybrid vehicle and personnel that meets with the approval of the TOWN and the SHERIFF.
- 13.2 The current modular structures shall be deemed to meet the approval of the SHERIFF as described in paragraph 13.1 above. At the conclusion of the Agreement, Sheriff shall tender any ownership interest, to the extent that it has any ownership interest, in the modular structures, apparatus canopy(s), including all fixtures attached thereto, to the TOWN.
- 13.3 All janitorial, maintenance and repair services for the interior and exterior of the fire station shall be supplied by the TOWN which shall include, but shall not be limited to,

lawn maintenance, maintaining the roof, lighting, walls, foundations, sidewalks, carpet, paint, ceilings, doors, windows, sprinkler and hot water systems, heating systems air conditioning systems, plumbing, wiring, electrical fixtures, kitchen equipment (i.e. ice maker, stove, refrigerator), washer/dryer, all other equipment necessary to house the Fire Rescue personnel assigned to the TOWN, and all other structural components, leasehold improvements, and fixtures, except for fixtures that the SHERIFF provides even though the SHERIFF is not obligated to provide fixtures other than those included within the modular structure. TOWN further agrees to maintain in good repair the parking area and all common areas. TOWN shall also make any repairs necessitated by water seepage or by other causes not under SHERIFF's control. TOWN shall also make all repairs or changes which may be necessary to make the fire station and the use herein contemplated comply with applicable laws, ordinances, orders or regulations of any federal, state, county or TOWN's authority now *in effect* unless specifically exempted therefrom.

- 13.5 Except for telephone services, the TOWN shall provide SHERIFF with all utility services required for the fire station, which shall include, but not be limited to, electric, water, and trash collection.

#### ARTICLE 14

#### EQUIPMENT

The SHERIFF will provide the equipment specifically described in Exhibit C, which is attached and incorporated herein. The equipment will be used exclusively within the TOWN, except as otherwise stated herein. In the event of termination or upon the expiration of the contractual relationship between the SHERIFF and the TOWN for fire rescue services, the equipment, unless fully paid for by the TOWN, shall remain in the ownership of the SHERIFF. All equipment fully paid for by the TOWN shall become the property of the TOWN upon the expiration or termination of this Agreement. Each fiscal year SHERIFF shall provide the TOWN with an accounting of all equipment and the status of payment.

#### ARTICLE 15

#### AUTOMATIC AID

The SHERIFF and TOWN will work diligently, cooperatively and in good faith to maintain the automatic aid agreement between the City of Weston and the TOWN.

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#### ARTICLE 16

#### WEST BROWARD AREA

- 16.1 Provided that the TOWN is fully reimbursed by SHERIFF, which shall be reimbursed by Broward County, for its direct costs of providing such service, SHERIFF will provide emergency medical and fire protection services to the West Broward Area, as defined in



Section 2.14 of this Agreement, with the personnel and apparatus assigned to the TOWN. Town's direct costs shall be calculated by dividing the monthly payment made by TOWN to SHERIFF for fire/ems services by the number of response calls in that given month. By way of example only, if the TOWN's monthly payment is \$224,816.25 and the TOWN receives 250 response calls in that given month, SHERIFF shall pay the TOWN \$899.26 ( $\$224,816.25 \div 250$ ) for each response call that serviced the West Broward Area. In the event that Broward County does not agree to the reimbursement, the TOWN shall not provide emergency medical and fire protection services to the West Broward Area.

- 16.2 The aggregate monthly amount that the TOWN is entitled to pursuant to the provisions of this Article shall be paid by the SHERIFF to the TOWN on or before the 15<sup>th</sup> day of the following month.
- 16.3 Upon execution of this Agreement the TOWN shall advise Broward County in writing of this provision. In the event that Broward County does not elect to pay its direct costs of such service, SHERIFF shall immediately discontinue service of the West Broward Area from the TOWN.

#### ARTICLE 17

#### CONSIDERATION

- 17.1 The TOWN agrees to pay SHERIFF, in consideration for the services described herein as follows:
- a. Until the earlier of the hybrid vehicle being placed into service within the Town or until December 31, 2010, Town shall pay SHERIFF Two Hundred and Eighty Six Thousand Two Hundred and Sixty Seven Dollars and Fifty Eight Cents (\$286,267.58) per month payable on the first of each month.
- b. Upon the earlier of the date the hybrid vehicle is placed into service within the Town or on January 1, 2011, the consideration payable by the TOWN to BSO shall be modified to Two Hundred and Thirty Thousand Six Hundred and Twenty Seven Dollars and Fifteen Cents (\$230,627.15) per month payable on the first of each month. Plus, when the hybrid vehicle is placed in service within the TOWN, TOWN shall pay SHERIFF Five Thousand Eight Hundred and Sixteen Dollars and Thirty Nine Cents (\$5,816.39) throughout the term of this Agreement, which represents SHERIFF's direct expense for the hybrid vehicle, on the first of each month, provided the SHERIFF qualifies as a tax exempt entity for purposes of Section 103, Internal Revenue Service, for a combined payment of Two Hundred and Thirty Six Thousand Four Hundred Forty Three Dollars and Fifty Four Cents (\$236,443.54). In the event the SHERIFF does not qualify as a tax exempt entity for purposes of Section 103, Internal Revenue Service, the TOWN shall lease the hybrid vehicle at a cost of Five Thousand Eight Hundred and Sixteen Dollars and Thirty Nine Cents (\$5,816.39) directly from the vendor with the TOWN making the monthly

payments to the vendor, not the SHERIFF as stated above. As a result, the SHERIFF and the TOWN will enter into a lease agreement whereby the SHERIFF will lease the hybrid vehicle from the TOWN, and shall maintain all necessary vehicular insurance, for one dollar (\$1.00) per year for the term of this Agreement or any renewal(s) thereof. Upon the expiration or the termination of this Agreement or any renewal thereof, the SHERIFF shall assume the TOWN's rights and obligations under the lease, except for any payments or amounts due under the lease that are incurred prior to the expiration or termination date of this Agreement or any renewal thereof.

c. The TOWN and SHERIFF understand and acknowledge that the reduction in the consideration upon the hybrid vehicle being placed into service is contingent upon the City of Cooper City agreeing to the sharing of costs as described herein. In the event the City does not agree to share the costs as set forth herein, SHERIFF may elect to reduce the TOWN's overall payment by eliminating the City position and servicing the TOWN solely utilizing One (1) company officer (lieutenant or captain) Firefighter Paramedic, One (1) Driver Engineer Firefighter Paramedic, and One (1) Firefighter Paramedic, or it may elect to terminate this Agreement by providing one hundred and eighty (180) days written notice to the TOWN.

- 17.2 The parties recognize and acknowledge that the consideration includes estimates for Other Post Employment Benefits ("OPEB") and Indirect Costs, which are subject to adjustment on an annual basis by the SHERIFF and/or the County, in which case the consideration payable by the TOWN to the SHERIFF shall be reopened for negotiations related to these specific costs. If after good faith negotiations the TOWN and SHERIFF cannot reach an agreement either party may terminate this agreement upon providing the other party with one hundred and eighty (180) days prior written notice.
- 17.3 For each fiscal year thereafter following the fiscal year ending September 30, 2010, the Base Consideration due from the TOWN to SHERIFF for emergency medical, fire protection and fire prevention services pursuant to the Agreement shall be determined by adding the following:
- a. Sheriff's budgeted costs for items other than health insurance, workers compensation premiums and pension contributions, but in no event will the increase be more than 5% over the budgeted costs for the same items in the preceding year.
  - b. Sheriff's budgeted costs for workers compensation premiums and pension contributions, which will be based upon projected costs. The projected cost of these items will be supported with third party documentation.
  - c. Sheriff's budgeted costs for health insurance which will be based upon projected costs, but in no event will the increase be more than 9% over the budgeted costs in the preceding year.

- d. The annual capital replacement cost of the SHERIFF's vehicles and equipment assigned to the TOWN as set forth in Exhibit D, which is attached and incorporated herein. Notwithstanding anything to the contrary contained herein, Exhibit D may be modified informally upon mutual written agreement of the TOWN and SHERIFF
- e. The SHERIFF will take into consideration the SHERIFF's actual cost increases and decreases in determining the annual budgeted costs for future years and if there are decreases, the cost savings shall be passed on to the TOWN in the upcoming fiscal budget.
- f. On or before June 1st of each calendar year the parties shall meet to review a through e and to discuss the budget for services to be provided pursuant to this Agreement for the next fiscal year, and to discuss whether additional cost saving measures are available. In the event that the sum of a through d above exceeds a total contractual price increase, excluding the vehicular purchase, of more than five percent (5%) and the parties cannot agree on a contractual price, this Agreement may be terminated, without cause, upon one hundred and twenty (120) days written notice.

17.4 Fees and Revenues:

- a. The parties acknowledge and agree that SHERIFF may invoice, collect, and retain all revenues from those companies or persons directly receiving hazardous materials mitigation services or technical rescue services.
- b. SHERIFF shall be entitled to retain fees, in accordance with Article 10, for: (a) non-TOWN sponsored events (b) Emergency Medical Services Standby Services; (c) Fire Protection Standby Services; (d) Fire Prevention Standby Services; (e) Non-TOWN Special Event Permits; and (f) After Hour Inspection Services.

17.5 TOWN agrees to take all action necessary to insure that SHERIFF is lawfully empowered to invoice and collect fees described above with the exception of Section 5.3 , which is collected by the TOWN.

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

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

## ARTICLE 18

### REPORTING

SHERIFF will provide the Town Administrator with a monthly report addressing the status and activities of SHERIFF's emergency medical, fire protection, and fire prevention services to the TOWN pursuant to the Agreement. Such report shall contain, at a minimum, the following: time call received by SHERIFF's Fire Rescue Communications Center, time of dispatch, identification of units dispatched, classification of call, time in route, and time of arrival.

## ARTICLE 19

### TERM OF AGREEMENT

- 19.1 The Agreement shall commence on July 1, 2010, and shall continue for an initial term of five (5) years ending on September 30, 2015. Thereafter, the Agreement may be renewed for successive five (5) year periods upon mutual written agreement of the TOWN and SHERIFF.
- 19.2 The Agreement may be terminated only as provided for herein unless otherwise agreed upon in writing by the parties.

## ARTICLE 20

### TERMINATION

- 20.1 In addition to and notwithstanding any other provisions of the Agreement, the Agreement may be terminated by either party for convenience upon providing the other party with nine (9) months written notice as provided for herein.
- 20.2 In the event that either party hereto materially defaults in the performance of any of its duties or obligations hereunder and does not substantially cure such default within thirty (30) days after being given written notice specifying the default ("cure period"), then the party not in default may, by giving at least thirty (30) days written notice after the cure period to the defaulting party, terminate the Agreement as of a date specified in such notice of termination.
- 20.3 In the event of termination or expiration of the Agreement, SHERIFF and TOWN shall cooperate in good faith in order to effectuate a smooth and harmonious transition from SHERIFF to a TOWN fire department, which is operated by the TOWN or pursuant to a contract with a third party provider, and to maintain during such period of transition the same high quality of fire rescue services as contemplated by the Agreement.

- 20.4 The parties agree that upon any termination or expiration of the Agreement, the TOWN may consider SHERIFF personnel who may be displaced by such termination or expiration for positions within its municipality.
- 20.5 Termination for Lack of Funds. In the event the funds to finance this Agreement become unavailable, either party may provide the other party with thirty (30) calendar days written notice of termination. At the expiration of the thirty (30) day notice period as described in the preceding provision, the transition period as set forth in the Section 20.3 shall commence. Nothing in this Agreement shall be deemed or construed to prevent the parties from negotiating a new Agreement in this event.

## ARTICLE 21

### DEFAULT

If SHERIFF or TOWN fails to perform or observe any of the material terms and conditions of the Agreement for a period of thirty (30) calendar days after receipt of written notice of such default from the other party except for failure to pay which will be forty-five (45) calendar days after receipt of written notice. The party giving notice of default may be entitled, but is not required, to seek performance of the Agreement on an expedited basis, as the performance of the materials terms and conditions contained herein relate to the health, safety, and welfare of the residents subject to the Agreement. The parties acknowledge that money damages or other legally available remedies may be inadequate for the failure to perform, and that the party giving notice, if entitled to obtain an order requiring specific performance by the other party. This article shall be without prejudice to the rights of any party to seek a legal remedy for any breach of the other party as may be available to it in law or equity.

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

## ARTICLE 22

### INSURANCE

- 22.1 SHERIFF shall maintain a qualified self-insurance program within the limits specific in Florida Statute 768.28, and shall name the TOWN as an additional insured for purposes of the services provided by the SHERIFF pursuant to the Agreement. SHERIFF's self-insurance program provides general and automobile liability, workers compensation and employer's liability insurance. SHERIFF agrees to provide TOWN with a Certificate of Insurance evidencing said program. In the event the program is modified during the terms of the Agreement, SHERIFF shall provide TOWN with at least thirty (30) calendar days prior written notice.

- 22.2 TOWN shall pay for and maintain its own comprehensive general liability insurance or maintain a self-insuring fund for the term of the 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 Agreement, TOWN will provide at least thirty (30) days prior written notice to the SHERIFF.
- 22.3 TOWN and SHERIFF shall each independently maintain throughout the term of the 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 the Agreement.

### ARTICLE 23

#### LIABILITY

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

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

## ARTICLE 24

### MISCELLANEOUS

- 24.1 Joint Preparation: The preparation of this Agreement has been a joint effort of the parties hereto and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other.
- 24.2 Merger: This Agreement incorporates and includes all prior negotiations, correspondence, agreements or understandings applicable to the matters contained herein; and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of the Agreement that are not contained in this document. Accordingly, the parties agree that no deviation from the terms hereof shall be predicated upon any prior representations or agreements whether oral or written. It is further agreed that no change, amendment, alteration or modification in the terms and conditions contained herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith by all parties to the Agreement.
- 24.3 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.
- 24.4 Records and Audit: TOWN and SHERIFF shall each maintain their own respective records and documents associated with the Agreement in accordance with the requirements for records retention set forth in Chapter 119, Florida Statutes. Each party shall have the right to audit the books, records, and accounts of the other that are related to the Agreement including, but not limited to those relating to, costs, revenues and special assessments. In addition, each party shall keep such books, records, and accounts as may be necessary in order to record complete and correct entries related to the Agreement. Each party shall preserve and make available, at reasonable times for examination and audit by the other, all financial records, supporting documents, statistical records, and any other documents pertinent to the Agreement. If an audit has been initiated and audit findings have not been resolved, the books, records, and accounts shall be retained until resolution of the audit findings. No confidentiality or nondisclosure requirement of either federal or state law shall be violated by either party.

- 24.5 Contract Administrators: The Contract Administrators for the Agreement are the Department of Fire Rescue and Emergency Services, Executive Director or designee for SHERIFF, and TOWN's Town Administrator or designee for TOWN. In the implementation of the terms and conditions of the Agreement, as contrasted with matters of policy, all parties may rely upon instructions or determinations made by the respective Contract Administrators.
- 24.6 Recordation: The SHERIFF is hereby authorized and directed after approval of the Agreement by the governing body of TOWN and SHERIFF and the execution thereof by the duly qualified and authorized officers of each of the parties hereto, to file the Agreement with the Clerk of Broward County, Florida, as required by Section 163.01(11), Florida Statutes.
- 24.7 Governing Law and Venue: The Agreement shall be governed, construed and controlled according to the laws of the State of Florida without regard to its conflict of laws provisions. Any claim, objection or dispute arising out of the terms of the Agreement shall be litigated in the Seventeenth Judicial Circuit in and for Broward County, Florida.
- 24.8 Severability: In the event a portion of the Agreement is found by a court of competent jurisdiction to be invalid, the remaining provisions shall continue to be effective unless TOWN or SHERIFF elects to terminate the Agreement. An election to terminate the Agreement based upon this provision shall be made within seven (7) days after the court determination becomes final. For the purposes of this section, "final" shall mean the expiration of time within which to file an appeal or the conclusion of any appellate proceeding and the granting of an order. In such an event, TOWN and SHERIFF agree to cooperate fully with the other to effectuate a smooth transition of services.
- 24.9 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 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 SHERIFF:

Fire Chief  
 Broward Sheriff's Office  
 Fire Rescue and Emergency Services  
 2601 W. Broward Boulevard  
 33331  
 Fort Lauderdale, FL 33312

FOR TOWN

Town Administrator  
 Town of Southwest Ranches  
 6589 SW 160<sup>th</sup> Avenue  
 Southwest Ranches, FL



with a copy to:

General Counsel  
Broward Sheriff's Office  
2601 W. Broward Boulevard  
Fort Lauderdale, FL 33312

with a copy to:

Keith M. Poliakoff, J.D.  
Town Attorney  
Becker & Poliakoff, P.A.  
3111 Stirling Road  
Fort Lauderdale, FL 33312

- 24.10 Nondiscrimination: TOWN's and SHERIFF's decisions regarding the delivery of services under the Agreement shall be made without regard to or consideration of race, age, religion, color, gender, sexual orientation (Broward County Code, Chapter 16 1/2), 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.
- 24.11 Third Party Beneficiaries: Neither TOWN nor SHERIFF intended that any person shall have a cause of action against either of them as a third party beneficiary under this Agreement. Therefore, the parties agree that there are no third party beneficiaries to the Agreement and that no third party shall be entitled to assert a claim against either of them based upon the Agreement. The parties expressly acknowledge that it is not their intent to create any rights or obligations in any third person or entity under the Agreement. This section shall not impair the rights of the City of Cooper City as provided by the Joinder, which is set forth on page 25 herein.
- 24.12 Performance: TOWN and SHERIFF represent that all persons performing the services required under the Agreement have the knowledge and skills, either by training, experience, education, or a combination thereof, to adequately and competently perform the duties, obligations, and services set forth herein in a skillful and respectable manner.
- 24.13 Materiality and Waiver of Breach: SHERIFF and TOWN agree that each requirement, duty, and obligation set forth herein is substantial and important to the formation of the Agreement and, therefore, is a material term hereof.

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

- 24.14 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 the Agreement.

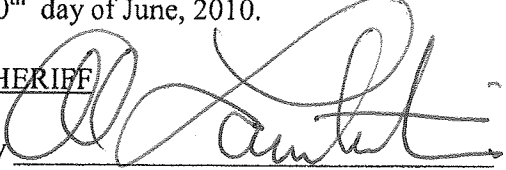
- 24.15 Priority of Provisions: If there is a conflict or inconsistency between any term, statement, requirement, or provision of any exhibit attached hereto, any document or events referred to herein, or any document incorporated into the Agreement by reference and a term, statement, requirement, or provision of the Agreement, the term, statement, requirement, or provision contained in Articles 1 through 24 of this Agreement shall prevail and be given effect.
- 24.16 Amendments: Except as expressly authorized herein, no modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document prepared with the same or similar formality as the Agreement and executed by SHERIFF and TOWN.
- 24.17 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 Agreement.
- 24.18 Independent Contractor: TOWN and SHERIFF are independent contractors under the Agreement. Services provided by the parties shall be by employees, agents, or approved subcontractors of the respective party and subject to supervision by that party. In providing such services, neither TOWN's nor SHERIFF's officers, employees, agents or approved subcontractors shall act as officers, employees, or agents of the other party. The Agreement shall not constitute or make the parties a partnership or joint venture, Personnel policy, tax responsibilities, social security, health insurance, employee benefits, travel, per diem policy, purchasing policies and any other similar administrative procedures applicable to services rendered under the Agreement shall be those of the respective party.
- 24.19 Termination of Prior Agreement: This Agreement shall replace in its entirety all prior Agreements by and between the parties for the provision of emergency medical, fire protection and fire prevention services. All prior Agreements, shall be deemed terminated and of no further force and effect.
- 24.20 Multiple Originals: This Agreement may be fully executed in five (5) copies by all parties, each of which, bearing original signatures, shall have the force and effect of an original document.

**AGREEMENT BETWEEN THE SHERIFF OF BROWARD COUNTY AND TOWN OF  
SOUTHWEST RANCHES PROVIDING FOR DELIVERY OF EMERGENCY  
MEDICAL, FIRE PROTECTION AND FIRE PREVENTION SERVICES**

IN WITNESS WHEREOF, the parties have made and executed this Agreement on the respective dates under each signature: BROWARD SHERIFF'S OFFICE through the Sheriff, and TOWN OF SOUTHWEST RANCHES, signing by and through its Mayor, duly authorized to execute same by Council action on the 30<sup>th</sup> day of June, 2010.

SHERIFF

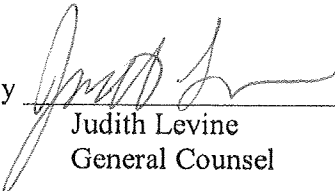
By

  
Al Lamberti, Sheriff

28<sup>th</sup> day of JULY, 2010

Approved as to form:

By

  
Judith Levine  
General Counsel

7/27/10

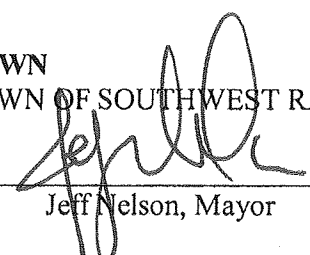
**AGREEMENT BETWEEN THE SHERIFF OF BROWARD COUNTY AND TOWN OF  
SOUTHWEST RANCHES PROVIDING FOR DELIVERY OF EMERGENCY  
MEDICAL, FIRE PROTECTION AND FIRE PREVENTION SERVICES**

WITNESSES:


\_\_\_\_\_  
\_\_\_\_\_

**TOWN  
TOWN OF SOUTHWEST RANCHES**

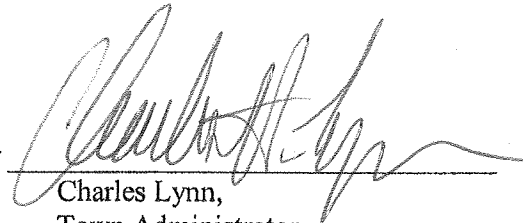
By

  
\_\_\_\_\_  
Jeff Nelson, Mayor

ATTEST:

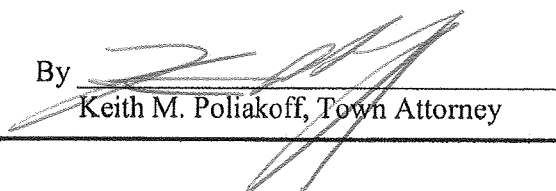
  
\_\_\_\_\_  
Debra Doré-Thomas, Town Clerk

By

  
\_\_\_\_\_  
Charles Lynn,  
Town Administrator

APPROVED AS TO FORM

By

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

ACTIVE: 3045569\_1

**JOINDER**

**CITY OF COOPER CITY**

The City of Cooper City hereby joins in this Agreement on a limited basis as it solely relates to the staffing and operation of the one (1) ALS rescue/transport vehicle stationed at Cooper City Station 28, generally located at 10580 Stirling Road, as specifically delineated in Sections 4.1, 4.3, and 17.1(c) of this Agreement. This joinder may be terminated at anytime by any party to this Agreement upon providing the other parties with one hundred and twenty (120) days written notice.

By Debby Eisinger  
Debby Eisinger, Mayor

Dated 17th day of August, 2010

ATTEST:

By Susan Poling  
Susan Poling, City Clerk

(seal)

APPROVED AS TO FORM

By David M. Wolpin  
David M. Wolpin, City Attorney

**EXHIBIT A  
HYBRID DESCRIPTION**

The "hybrid" vehicle for the Town of Southwest Ranches can be generally described as an NFPA Compliant Class A pumper with 750 gallons of water on board and all associated hoses, nozzles, fire equipment and extrication tools that are customary to BSO Fire Apparatus.

Additionally, this specialized unit will be equipped with a medical compartment comparable to the back of a standard ambulance type Rescue Unit. This compartment will be equipped with a stretcher for transporting patients to the hospital and all standardized Advanced Life Support equipment that is customary to BSO Rescue Apparatus.



April 27, 2010

SALES ORGANIZATION: Ten-8 - Michael  
 LESSEE: Broward County  
 TYPE OF EQUIPMENT: Pierce Transport Pumper  
 EQUIPMENT COST: \$598,948.00  
 CUSTOMER DOWNPAYMENT: \$0.00  
 TRADE-IN: \$0.00  
 DELIVERY TIME: Std delivery  
 PAYMENT MODE: Annual In Arrears  
 FIRST PAYMENT DUE DATE: 1 Year After Lease Commencement  
 LEASE COMMENCEMENT DATE: Upon contract signing with Pierce

Term	Number of Payments	Payment Amount
3 years	3 annual	\$202,555.19
5 years	5 annual	\$126,895.09
7 years	7 annual	\$96,174.55
10 years	10 annual	\$73,538.35

The above listed payment(s) reflect all program discounts available exclusively through Oshkosh Capital. There are no closing costs or documentation fees associated with the completion of this financing.

**NOTE:** All lease documents must be fully executed within 14 days of the date of this proposal. Failure to receive completed documents may alter the final payment schedule due to changes in rates and/or discounts.

**PERFORMANCE BOND:** To utilize the prepay program, a performance bond is required. Said performance bond shall be paid for directly to Pierce manufacturing or financed by Oshkosh Capital as part of the transaction

**TYPE OF FINANCING:** Tax-exempt Lease Purchase Agreement with a \$1.00 buy out option at end of lease term. Said agreement shall be a net lease arrangement whereby lessee is responsible for all costs of operation, maintenance, insurance, and taxes.

**BANK QUALIFICATION:** This proposal assumes that the lessee will not be issuing more than \$10 million in tax-exempt debt this calendar year. Furthermore, it is assumed that the lessee will designate this issue as a qualified tax-exempt obligation per the tax act of 1986.

**LEGAL TITLE:** Legal title to the equipment during the lease term shall vest in the lessee, with Oshkosh Capital perfecting a first security interest

**AUTHORIZED SIGNORS:** The lessee's governing board shall provide Oshkosh Capital with its resolution or ordinance authorizing this agreement and shall designate the individual(s) to execute all necessary documents used therein.

**LEGAL OPINION:** The lessee's counsel shall furnish Oshkosh Capital with an opinion covering this transaction and the documents used herein. This opinion shall be in a form and substance satisfactory to Oshkosh Capital.

**VOLUNTEER FIRE DEPARTMENTS:** If Lessee is a Volunteer Fire Department, a public hearing under the requirements of Section 147(f) of the Internal Revenue Code of 1986 shall be conducted to authorize this transaction. It is recommended that a notice of the public hearing be published 10 to 14 days in advance of the public hearing.

This proposal will be valid for fourteen (14) days from the above date and is subject to final credit approval by Oshkosh Capital and approval of the lease documents in Oshkosh Capital's sole discretion. To render a credit decision, lessee shall provide Oshkosh Capital with their most recent two years' audited financial statements, copy of their most recent interim financial statement, and current budget.

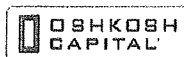
Accepted by:

Proposal submitted by:

\_\_\_\_\_  
Lessee

\_\_\_\_\_  
Date

*Kim Simon*  
\_\_\_\_\_  
Kim Simon





**EXHIBIT B**  
**EQUIPMENT PROVIDED TO THE VOLUNTEERS**

<b>Equipment</b>	<b>Type</b>	<b>Total</b>	<b>Replacement Costs</b>
<b>Fire Engine (Pierce Arrow)</b>	Engine	1	\$500,000.00
<b>Eng Maint</b>	Repairs	na	\$12,800.00
<b>Brush truck</b>	Brush	1	\$100,000.00
<b>Brsh Maint</b>	Repairs	na	\$8,500.00
<b>FlotaPump</b>	Port pump	1	\$3,500.00
<b>SuperVac</b>	Fire Fan	1	\$2,500.00
<b>SCBA and Masks</b>	Sperian/Survivair	4	\$28,000.00
<b>Honda 8hp</b>	Port Gen	1	\$7,500.00
<b>AED</b>	Defib	1	\$1,500.00
<b>Holmatro Saw</b>	Chain Saw	1	\$1,500.00
<b>K12</b>	Vent Saw	1	\$3,500.00
<b>Motorola Portable Radios</b>	Port Radios	8	\$44,000.00
<b>Motorola Mobile Radio</b>	Mobile Radio	6	\$24,000.00
<b>Gang Charger</b>	Charger	2	\$2,000.00
<b>AsstEquipment</b>	Fire Equip		\$10,000.00
<b>Monthly Utilities</b>	Utilities		\$1,800.00
<b>Shared T1 Line</b>	Utilities		\$4,560.00

**EXHIBIT C  
EQUIPMENT LIST**

Description	AGE	Years	Est. Rpl. Date	FY 09/10 Est Unit cost	UNITS
k 12 saw	2007	5	2012	1250	1
Mobile Radio (400 mhz)- State Required for rescues	2003	10	2013	1,000	1
Nitrous Oxide Units	2003	10	2013	3,500	1
Station Computers	2008	5	2013	1,200	3
Autopulse	2009	4	2013	16,000	1
SC Breathing Apparatus	2005	8	2013	7,000	7
Infra-Red Cameras	2007	7	2014	10,000	1
Intern Rescue (Ambulance)**	2005	10	2014	192,000	1
Hydraulic Extrication Tools	2005	10	2015	25,000	1
Mobile Data Terminals/RF Modem/GPS(CF30)	2008	7	2015	4,975	3
Mount for CF 30	2008	7	2015	2500	3
Mobile FRMS (cf19)	2008	7	2015	3,500	1
exhaust fan	2008	7	2015	1,000	1
Hand Held Portable Radios	2006	10	2016	5,500	7
Mobile Dispatch Radios (800)	2006	10	2016	5,500	3
Defibrillator Monitors	2006	10	2016	30,000	2
Hoses/ full hose bed*	2006	10	2016	16,000	1
Rescue Rocket** no longer manufactured, unable to be replaced	2006	10	2016	1,000	1
Shed	2008	10	2018	1,000	2
Sharp HDMI TV	2008	10	2018	1,100	1
Max Force Air Bag Lifting System	2008	10	2018	1200	1
stair chair	2009	10	2019	3,000	1
K 950 Circular Saw	2009	10	2019	2,000	1
Gym Equipment	2009	10	2019	15,000	various
Pierce Tanker (2500 gal)**	2002	12	2019	700,000	1
Double Wide Trailer* replacement to be discussed with Town annually		tbd	tbd	80,000	1
Canopies & Lighting *replacement to be discussed with Town annually	2007	TBD	TBD	160,000	4
Fire Well Supression System *replacement to be discussed with Town as needed	2008	TBD	TBD	45,000	1
Ice Maker * replacement to be discussed with Town annually	unk	TBD	TBD	1,200	1
FOL-DA TANK FDT2500 ALUM STORAge tank*replacement to be discussed with Town	unk	tbd	tbd	tbd	
Station Furnishings *replacement to be discussed with Town annually	various	TBD	TBD	5,000	na
Cisco Router	unk	tbd	tbd	1000	1
Zetron	unk	unk	unk	26,000	1

\*\*these will become spare units available to the town and will not be scheduled for replacement unless the town desires to enter into such an agreement

Per contract agreement all items will be re-evaluated on an annual basis with the town to determine need and scheduled replacement dates may be adjusted

\* costs assume a 5% increase annually



**EXHIBIT D  
CAPITAL REPLACEMENT PLAN**

Description	AGE	Years	Est. Rpl. Date	FY 09/10 Est Unit cost	UNITS
k 12 saw	2007	5	2012	1250	1
Mobile Radio (400 mhz)- State Required for rescues	2003	10	2013	1,000	1
Nitrous Oxide Units	2003	10	2013	3,500	1
Station Computers	2008	5	2013	1,200	3
Autopulse	2009	4	2013	16,000	1
SC Breathing Apparatus	2005	8	2013	7,000	7
Infra-Red Cameras	2007	7	2014	10,000	1
Intern Rescue (Ambulance)**	2005	10	2014	192,000	1
Hydraulic Extrication Tools	2005	10	2015	25,000	1
Mobile Data Terminals/RF Modem/GPS(CF30)	2008	7	2015	4,975	3
Mount for CF 30	2008	7	2015	2500	3
Mobile FRMS (cf19)	2008	7	2015	3,500	1
exhaust fan	2008	7	2015	1,000	1
Hand Held Portable Radios	2006	10	2016	5,500	7
Mobile Dispatch Radios (800)	2006	10	2016	5,500	3
Defibrillator Monitors	2006	10	2016	30,000	2
Hoses/ full hose bed*	2006	10	2016	16,000	1
Rescue Rocket** no longer manufactured, unable to be replaced	2006	10	2016	1,000	1
Shed	2008	10	2018	1,000	2
Sharp HDMI TV	2008	10	2018	1,100	1
Max Force Air Bag Lifting System	2008	10	2018	1200	1
stair chair	2009	10	2019	3,000	1
K 950 Circular Saw	2009	10	2019	2,000	1
Gym Equipment	2009	10	2019	15,000	various
Pierce Tanker (2500 gal)**	2002	12	2019	700,000	1
Double Wide Trailer* replacement to be discussed with Town annually		tbd	tbd	80,000	1
Canopies & Lighting *replacement to be discussed with Town annually	2007	TBD	TBD	160,000	4
Fire Well Supression System *replacement to be discussed with Town as needed	2008	TBD	TBD	45,000	1
Ice Maker * replacement to be discussed with Town annually	unk	TBD	TBD	1,200	1
FOL-DA TANK FDT2500 ALUM STORAGE tank*replacement to be discussed with Town	unk	tbd	tbd	tbd	
Station Furnishings *replacement to be discussed with Town annually	various	TBD	TBD	5,000	na
Cisco Router	unk	tbd	tbd	1000	1
Zetron	unk	unk	unk	26,000	1

\*\*these will become spare units available to the town and will not be scheduled for replacement unless the town desires to enter into such an agreement



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