

RESOLUTION NO. 2012 - 046

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, APPROVING AN AGREEMENT BETWEEN THE TOWN OF SOUTHWEST RANCHES AND THE TOWN OF DAVIE 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, as a result of the City of Pembroke Pines' termination its Agreement with the Town, the Town has been forced to find other options for the provision of emergency medical, fire protection, and fire prevention services; and

WHEREAS, the Town of Davie has become a viable option due to the proximity of Station 91 to the Town's East, and its willingness to work with the Town's Volunteers to provide personnel to the Town's Station 82; and

WHEREAS, after looking at all of the options, the Town Council believes that it is in the best interest of the health, safety, and welfare, of the Town's residents to enter into an agreement with the Town of Davie for the delivery of emergency medical, fire protection and fire prevention services; and

WHEREAS, the Town of Davie and the Town believe that the Agreement and terms and conditions stated therein are mutually beneficial and that it is in the best interest of the public to enter into this 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 of Southwest Ranches and the Town of Davie for the delivery of emergency medical, fire protection and fire prevention services, in substantially the same form as that attached hereto as Exhibit "A".

Section 3. The Town Council hereby authorizes the Mayor, Town Administrator and Town Attorney to enter into the Agreement in substantially the

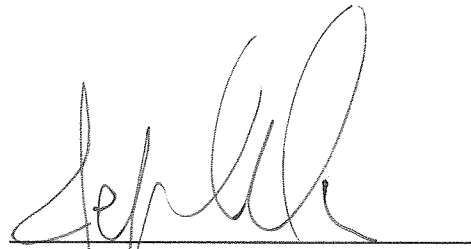
same form as that attached hereto as Exhibit "A" and to make such modifications, additions and/or deletions which they deem necessary and proper to effectuate the intent of this Resolution.

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 3rd day of May, 2012, on a motion by Council Member Breitkreuz and seconded by Vice Mayor McKay.


Nelson	<u>YES</u>
McKay	<u>YES</u>
Breitkreuz	<u>YES</u>
Fisikelli	<u>YES</u>
Jablonski	<u>YES</u>

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



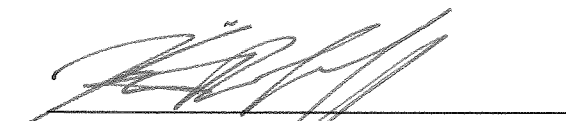
Jeff Nelson, Mayor

ATTEST:



Erika Gonzalez-Santamaria, CMC, Town Clerk

Approved as to Form and Correctness:



Keith M. Poliakoff, Town Attorney
ACTIVE: 3814449_1

Agreement

Between

THE TOWN OF DAVIE

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

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

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

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

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

A R T I C L E 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 to provide for a means by which each governmental entity may exercise cooperatively its respective powers and privileges in order to further a common goal.
- 1.3 DAVIE and RANCHES find the method of delivery of emergency medical, fire protection 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 22**, inclusive. Other terms and conditions are included in the exhibits and documents that are expressly incorporated by reference.
- 2.2 **Davie** -- shall mean the Town of Davie, a municipal corporation organized and existing under the laws of the State of Florida and located within the boundaries of Broward County, Florida.
- 2.3 **Davie Administrator** — shall mean the duly appointed and validly existing Administrator of the Town of Davie, or his/her designee.
- 2.4 **Davie Station 91** — shall mean the Davie fire station generally located at 6101 SW 148th Avenue (Volunteer Road).
- 2.5 **Effective Date** — shall mean October 1, 2012.

- 2.6 **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.
- 2.7 **Fire Prevention Services** — shall mean fire prevention programs and activities including inspection services; plan review; and associated fire investigations; inspection and testing of fire hydrants and fire wells; public education; and enforcement of applicable Fire Codes.
- 2.8 **Fire Protection Services** — means all fire suppression calls hazardous conditions responses; and the management of all emergency equipment, emergency personnel and emergency incident scenes.
- 2.9 **Out of Service** — means the apparatus and/or personnel assigned to the geographic area are not available to respond to an emergency incident.
- 2.10 **Ranches** — shall mean the Town of Southwest Ranches, a municipal corporation organized and existing under the laws of the State of Florida and located within the boundaries of Broward County, Florida.
- 2.11 **Ranches Administrator** — shall mean the duly appointed and validly existing Administrator of the Town of Southwest Ranches, or his/her designee.
- 2.12 **Ranches' Fire Station** — shall mean the Town of Southwest Ranches' property generally located at 17220 Griffin Road.
- 2.13 **Response Time** — means the elapsed time period from the time Davie receives notice of the required dispatch until the appropriate unit arrives on the scene of the incident as recorded by the Communications Center.
- 2.14 **Service Area** — means the geographic area that includes all areas within the corporate limits of the Town of Southwest Ranches.
- 2.15 **Volunteers** — shall mean the Town of Southwest Ranches Volunteer Fire-Rescue, Inc. For purposes of this Agreement, the term Volunteers shall also refer to career firefighters who are paid directly by RANCHES.

ARTICLE 3

GENERAL TERMS AND CONDITIONS

- 3.1 DAVIE and RANCHES shall abide by and perform all of their respective obligations set forth herein.
- 3.2 DAVIE and RANCHES hereby recognize that DAVIE, through its Department of Fire Rescue and Emergency Services provides fire-rescue services throughout all of DAVIE, and that DAVIE may respond to an emergency from several of its stations. Notwithstanding the aforementioned, all apparatus and personnel assigned pursuant to this Agreement shall be stationed as specifically stated herein, unless out on an emergency call, wherein backup units will be provided.
- 3.3 DAVIE and RANCHES recognize that to maintain sufficient coverage, neither party will provide emergency medical and fire protection services to the unincorporated areas of Broward County, unless Davie is required to pursuant to the Countywide Mutual Aid Agreement.
- 3.4 In the event RANCHES becomes dissatisfied with the performance of DAVIE's personnel, RANCHES shall provide notification to DAVIE. Thereafter, representatives from RANCHES and DAVIE 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 Ranches Administrator and Davie Administrator shall meet in good faith to establish maximum average

response times for all fire suppression and rescue/EMS dispatch calls. This maximum monthly average calculation shall not take effect until six (6) months following this Agreement's commencement date. In the event that after a six (6) month review it is determined that this maximum response time is not feasible, both parties shall immediately meet in good faith to determine how response times can be improved and if necessary to establish a modified maximum average response. The response time will be measured from the time DAVIE is notified of the necessary dispatch, to the time the unit officially arrives at the dispatched address and notifies the Communications Center of arrival. DAVIE and RANCHES agree that the closest unit is the best practice for reducing response times. RANCHES and DAVIE agree to coordinate to ensure the proper response profiles are implemented and maintained. RANCHES shall be provided with a copy of any changes in response profiles if it may have an effect on the response time for RANCHES.

- 3.6 DAVIE shall provide the RANCHES a written monthly report detailing types and number of calls for service within RANCHES, in compliance with the Health Insurance Portability Accountability Act, Privacy Rule (HIPAA), and the detailed monthly response times. RANCHES and DAVIE agree that response times are vital to the delivery of life/safety services. Accordingly, DAVIE agrees that if it fails to meet the average monthly response times outlined above within any quarter of a fiscal year, that DAVIE will notify RANCHES, in writing, of a plan to correct the average response times for the future delivery of these vital services. DAVIE further agrees that if it fails to diligently work to correct its average monthly response time, upon the occurrence of a second fiscal year quarter failure to meet the average monthly response time within fiscal year that RANCHES may terminate this Agreement upon three hundred and sixty five (365) days written notice.
- 3.7 DAVIE shall provide a liaison between DAVIE and RANCHES who shall function as a member of RANCHES' staff with regard to fire-rescue issues and to report to Ranches Administrator in that capacity. If requested by the Ranches Administrator, and needed to respond to a fire related issue, DAVIE shall provide the assigned liaison to attend each regular and special meeting of the RANCHES Council or RANCHES staff meeting(s) to facilitate the flow of information between DAVIE and the RANCHES.
- 3.8 If necessary, and if it is unable to share the RANCHES' Volunteer Fire Department's Station number or keep its existing station number, DAVIE shall assist the RANCHES in getting the RANCHES' Station assigned a new station number within ninety (90) days of the commencement of this Agreement.

ARTICLE 4

DELIVERY OF FIRE & EMERGENCY MEDICAL SERVICES

- 4.1 DAVIE shall provide at the Ranches' Fire Station: one (1) ALS transport, medium duty, Type I (KKK) ambulance, and one (1) ALS, Type I pumper with a tank capacity of 1,250 gallons to provide emergency medical and fire services. RANCHES may also provide vehicles at this location, in its sole discretion. DAVIE's vehicles will serve, on a first-alarm basis as stated in Section 3.2 above the geographical area of RANCHES, and may be utilized to provide DAVIE with backup emergency response. Any calls outside of the RANCHES or DAVIE will be considered only for mutual aid purposes.

- 4.2 DAVIE shall provide at Davie Station 91: one (1) ALS transport, medium duty, Type I (KKK) ambulance, and one (1) ALS, Type I Class A pumper with a tank capacity of 1,250 gallons to provide emergency medical and fire services. DAVIE currently has three (3) ALS, Type I Class A pumpers with a tank capacity of 1,250 gallons. In the event that any of the three (3) become temporarily inoperable, DAVIE has the right to substitute an ALS, Type I Class A pumper with a tank capacity of 750 gallons at Station 91 until such time as the 1,250 gallon pumper is placed back into service. RANCHES may also provide up to two (2) additional vehicles that can be housed at this location, in RANCHES sole discretion. One vehicle may be housed within Davie Station 91, and one vehicle may be housed outside of Davie Station 91. DAVIE's vehicles will serve, on a first-alarm basis as stated in Section 3.2 above the geographical area of RANCHES and DAVIE's Ivanhoe Area, and may be utilized to provide the rest of DAVIE with backup emergency response. Any calls outside of the RANCHES or DAVIE will be considered only for mutual aid purposes.
- 4.3 If, at anytime, a Ranches Fire Station, or Davie Station 91, is left without vehicles or personnel due to a dispatch of an alarm, DAVIE will move up like kind vehicles, and personnel, as necessary to ensure that the stations are staffed with the minimum personnel and equipment necessary to respond to a call for service.
- 4.4 All personnel and vehicles not actively responding to a call for dispatch, shall be located at the assigned station.
- 4.5 DAVIE will ensure that the four (4) vehicles above will be fully operational at all times or DAVIE will provide backup vehicles that meet the same standards for fire suppression, medical transport with ALS certification as the original equipment. DAVIE will provide for the capital replacement of all DAVIE vehicles covered by this Agreement. RANCHES shall not have any additional costs for DAVIE vehicles and/or equipment replacement.
- 4.6 DAVIE shall provide staffing twenty four hours a day, seven days a week, in the minimum amount as follows:

Ranches' Fire Station:

Personnel:

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

Under the direction of DAVIE, the RANCHES' Volunteers shall be utilized to supplement DAVIE's personnel, and shall work on all calls. Ranches shall provide staffing twenty four hours a day, seven days a week, in the minimum amount as follows:

Two (2) Firefighters

Davie Station 91

Personnel:

One (1) company officer (Lieutenant or Captain) Firefighter Paramedic
One (1) Driver Engineer
Three (3) Firefighter Paramedics

Under the direction of DAVIE, RANCHES, through its Volunteers, may house up to two (2) Volunteers at Station 91. Under the direction of DAVIE, the RANCHES' Volunteers shall be utilized to supplement DAVIE's personnel, and shall work on all calls.

- 4.7 All personnel assigned to Ranches' Fire Station or Davie Station 91 shall have an in-depth knowledge of all streets, roads, addresses as well as all fire wells and geographical conditions in the RANCHES. No personnel shall be assigned to RANCHES until DAVIE has verified that the individual has an in-depth knowledge of all streets, roads, addresses as well as fire wells and geographical conditions in the RANCHES. In the event of a rotation, any new personnel shall obtain an in-depth knowledge of all RANCHES streets, roads, addresses as well as all fire wells prior to the initiation of service in the RANCHES.
- 4.8 Except for fire protection and emergency medical services provided by the Volunteers, mutual aid responses, Countywide services, and maintenance of the RANCHES' firewells and billing, DAVIE shall not utilize a third party provider for the provision of fire protection services without RANCHES' advance written approval; provided that DAVIE may utilize the services of third parties without RANCHES' advance written approval in instances of mass casualties or catastrophic events where, in DAVIE's sole determination, the circumstances are such that the services required are beyond the response capacity of DAVIE and RANCHES.
- 4.9 DAVIE possesses and shall maintain throughout the term of the Agreement a Class 1 ALS Rescue Certificate of Public Convenience and Necessity ("COPCN") and an appropriate State of Florida license enabling DAVIE to provide advanced life support services, as well as basic life support services, to patients upon arrival at emergency scenes requiring immediate emergency medical care.
- 4.10 DAVIE shall provide emergency medical transportation for all patients requiring ALS/BLS transportation to an appropriate hospital emergency department.
- 4.11 The parties acknowledge and agree that DAVIE shall invoice the recipient of ALS/BLS transport services within thirty (30) calendar days from the date services were rendered in accordance with the fee schedule adopted by the RANCHES. DAVIE agrees to return to the RANCHES all emergency medical services transport fees collected by DAVIE for services provided within the Service Area less any third party fees for collection services. Said amount less any documented deduction, shall be provided to the RANCHES within thirty (30) calendar days of DAVIE's receipt of same.
- 4.12 In the event the RANCHES' annual call volume increases beyond a level that would require DAVIE to add and/or assign additional personnel to maintain RANCHES' previous fiscal year's average response time, both parties agree to reopen this Agreement for further negotiations. If RANCHES does not agree with DAVIE's proposed modifications, this Agreement may be terminable by DAVIE upon providing RANCHES with three hundred and sixty five (365) day written notice of termination.

ARTICLE 5

FIRE PREVENTION SERVICES

- 5.1 DAVIE, through properly certified personnel consistent with all applicable laws and codes, in municipality's sole discretion, shall provide fire prevention services including the following at no further cost to RANCHES:
- a. Annual fire safety inspections of every non-residential establishment within the RANCHES. DAVIE shall provide the RANCHES with records of such inspections within thirty (30) days of completion of the inspection work;
 - b. Residential, community facility, agricultural, and municipal structure fire plan review and fire construction review;
 - c. Inspection and painting, as the painting may be necessary, of fire hydrants and fire wells within the RANCHES at a minimum of twice per year with such inspections occurring no less than four (4) months apart. DAVIE shall provide RANCHES with records of such inspections upon completion of each six (6) month inspection/testing period. DAVIE shall report to RANCHES, in writing, any hydrants or wells requiring maintenance or repairs, along with any recommended locations for additional hydrants or wells. Such recommendations may be implemented, at RANCHES sole cost and expense, upon the approval of RANCHES, which approval shall not be unreasonably withheld.
 - d. Fire alarm registration and permitting system, if RANCHES adopts an Ordinance regulating fire and/or medical alarm systems it shall be managed by the RANCHES.
- 5.2 RANCHES shall provide DAVIE with the following additional compensation for all non-residential, non-community facility, non-agricultural, and non-municipal structure fire plan review and fire construction review:
- a. All fire plan review and fire construction review for any project greater than Fifty Million Dollars (\$50,000,000): Within thirty (30) days upon RANCHES receipt of payment from the applicant, RANCHES shall remit to DAVIE an amount equal to fifty percent (50%) of the then established fee DAVIE would charge a DAVIE applicant for fire plan review and fire construction review services.
 - b. All fire plan review and fire construction review for any project less than Fifty Million Dollars (\$50,000,000): Within thirty (30) days upon RANCHES receipt of payment from the applicant, RANCHES shall remit to DAVIE an amount equal to twenty-five percent (25%) of the then established fee DAVIE would charge a DAVIE applicant for fire plan review and fire construction review services.
- 5.3 DAVIE's Fire Marshal or designee, shall be deemed to be the Chief Fire Code Official for RANCHES as required by the Florida Fire Prevention Code and the Broward County Local Fire Code amendments and will be assisted by Fire Inspectors as needed.

- 5.4 The parties acknowledge and agree that the RANCHES shall invoice, collect and retain, subject to Section 5.2 above, fees from property owners for fire plan review, fire construction review, annual fire safety inspection and false alarm fees. The fees and charges for providing said services shall be in accordance with the schedule of fees and charges as adopted by the RANCHES.

ARTICLE 6

COMMUNICATIONS

- 6.1 DAVIE agrees to request the Broward Sheriff's Office (BSO) Communications Center to provide RANCHES with full fire and emergency medical dispatching services for RANCHES Volunteers in the same manner said services are provided to DAVIE. Any additional costs for BSO dispatch services to the Volunteers shall be borne by RANCHES.
- 6.2 Aside from what is provided in Article 13 of this Agreement, RANCHES shall provide the Volunteers with compatible paging or utilize the BSO Firecom's CAD program, to communicate call information to Volunteer's smart phone or other notification/communication equipment.
- 6.3 DAVIE will request that BSO notify Volunteers when a call is dispatched via paging, smart phone, or other similar notification/communication device.

ARTICLE 7

VOLUNTEERS

- 7.1 Upon execution of this Agreement, DAVIE will work cooperatively and in good faith with the Southwest Ranches Volunteer Fire-Rescue, Inc. ("Volunteers") regarding the Volunteers' active role in providing emergency medical and fire protection services to the RANCHES. In addition to working directly with the Volunteers, which includes the fact that the Volunteers will be working on all calls, the Volunteers shall also be afforded the same training opportunities available to DAVIE fire and rescue personnel. The cost of state certification and or renewal shall be borne by the individual Volunteer. In house training for Volunteers will be available commencing June 1, 2012.
- 7.2 DAVIE will provide the Volunteers with the equipment specifically described in Exhibit "A" for the Volunteer's use. Upon the expiration or termination of the Agreement, the Volunteers shall return to DAVIE all DAVIE owned equipment.
- 7.3 The Volunteers and RANCHES may utilize DAVIE's vehicular maintenance services, but all costs for service/repairs on RANCHES and Volunteer vehicles will be the responsibility of RANCHES. RANCHES and Volunteers shall be allowed to piggy back onto any DAVIE contract, and to utilize DAVIE's buying power, for more competitive pricing.
- 7.4 In the event that DAVIE has an issue with a Volunteer, DAVIE shall immediately notify the Volunteer Fire Chief or a Volunteer Officer, who shall be charged with the responsibility of investigating the issue and if necessary taking the appropriate disciplinary action. If the issue is one that creates a life safety concern, violates a State or Federal statute, or one that violates a federal regulation and DAVIE's Fire Chief disagrees with the action taken by the RANCHES Volunteer Fire Chief and/or Volunteer Officer, DAVIE may prevent that Volunteer from participating on future calls.

- 7.5 RANCHES at its expense, or at the expense of the individual Volunteer, shall require all Volunteers to complete level 2 background checks (FBI and FDLE), polygraph, finger printing, drug testing, CDC required vaccinations (Hepatitis B, TB), and physical examinations the results of which shall be made available to DAVIE for review only by DAVIE's HR Director or Fire Chief. RANCHES and Volunteers may utilize the testing services utilized by DAVIE, at DAVIE's rate, at RANCHES sole cost and expense, or at the expense of the individual Volunteer. All testing services shall invoice RANCHES or the individual Volunteer directly for all services performed.
- 7.6 RANCHES shall ensure that Volunteers maintain all necessary insurance for the Volunteers including Worker's Compensation insurance and shall provide DAVIE with proof of insurance listing DAVIE as an additional insured.

ARTICLE 8

SPECIAL DETAILS

- 8.1 DAVIE shall provide fire rescue personnel to support both RANCHES Sponsored Events and Non-RANCHES Sponsored Events occurring within the RANCHES in accordance with DAVIE's Special Details Policies and Procedures. DAVIE shall cooperate with RANCHES and follow RANCHES procedures in the permitting of such special events. RANCHES agrees to authorize DAVIE to act as the public safety representative for the special events.
- 8.2 As it relates to RANCHES sponsored events, DAVIE shall provide fire rescue personnel from Station 82, as agreed upon by DAVIE and RANCHES, at no additional cost to RANCHES, limited to no more than six (6) eight (8) hour RANCHES sponsored events per calendar year.
- 8.3 As it relates to Non-RANCHES sponsored events, the number of fire rescue personnel to be dedicated or assigned to an event shall be worked out between DAVIE and the non-RANCHES sponsoring agency, and all costs for such detail services shall be borne by the sponsoring agency and not the RANCHES.
- 8.4 Unless agreed in writing by the RANCHES prior to the sponsored event, all Special Details for Non-RANCHES sponsored events shall be off-duty personnel.

ARTICLE 9

MEDICAL DIRECTION

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

ARTICLE 10

CONTROL OF FIRE, EMERGENCY OR DISASTER SCENE

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

ARTICLE 11

VEHICLES

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

Ranches' Fire Station:

Fire Apparatus:

One (1) ALS, Type I Class A pumper with a tank capacity of 1,250 gallons

ALS Rescue Transport:

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

Davie Station 91:

Fire Apparatus:

One (1) ALS, Type I Class pumper with a tank capacity of 1,250 gallons

ALS Rescue Transport:

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

- 11.2 DAVIE, at DAVIE's sole cost and expense, shall be responsible for the maintenance of all DAVIE vehicles. DAVIE will maintain its vehicles in accordance to the vehicle manufacturer's specifications and recommendations. DAVIE will retain the vehicle maintenance records.
- 11.3 DAVIE shall be responsible for equipping all vehicles utilized by DAVIE with all necessary equipment, as determined by DAVIE, for emergency medical services and fire protection services, including communication devices and shall be responsible for the maintenance of such equipment. Any fixtures attached to the vehicles shall become the property of the title owner of such vehicle.
- 11.4 In accordance with Section 4.2 above, DAVIE agrees to provide temporary replacement of all DAVIE vehicles, in the event that a DAVIE vehicle normally responding from the Ranches' Fire Station or Davie Fire Station 91, becomes inoperable, or requires maintenance services or is "out of service." When it is apparent that a unit(s) normally responding from the Ranches' Fire Station or Davie Fire Station 91 will be engaged in activities for an extended period, backup equipment and personnel will be dispatched to provide supplemental coverage.

ARTICLE 12

RANCHES' FIRE STATION

- 12.1 RANCHES' Fire Station's modular structures shall be deemed sufficient to house DAVIE and RANCHES' personnel and associated vehicles.
- 12.2 All janitorial, maintenance and repair services for the interior and exterior of the Ranches Fire Station shall be supplied by RANCHES 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 DAVIE's fire rescue personnel assigned to the RANCHES, and all other structural components, leasehold improvements, and fixtures, except for fixtures that DAVIE provides even though DAVIE is not obligated to provide fixtures other than those included within the modular structure. RANCHES further agrees to maintain in good repair the parking area and all common areas. RANCHES shall also make any repairs necessitated by water seepage or by other causes not under DAVIE's control. RANCHES 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 RANCHES' authority now in effect unless specifically exempted therefrom.
- 12.3 RANCHES shall provide DAVIE with all utility services required for the fire station, which shall include electric, water, telephone, cable, high speed internet service, if available, which connects to DAVIE's system, trash and bio-waste collection.

ARTICLE 13

EQUIPMENT

DAVIE will provide the equipment specifically described in Exhibit "A", which is attached and incorporated herein. In the event of termination or upon the expiration of the contractual relationship between DAVIE and RANCHES for fire rescue services, the equipment, unless paid for by the RANCHES or Volunteers, shall remain in the ownership of DAVIE.

ARTICLE 14

TRANSFER OF ALS TRANSPORT UNIT

Within sixty (60) days from the date of the commencement of this Agreement, DAVIE shall transfer to the RANCHES one (1) ALS medium duty Type I (KKK) transport, equipped with a stretcher in its "as is condition". Title shall be transferred free and clear of all encumbrances. The vehicle will be in fully operable condition at the time of transfer. The vehicle that will be given to the RANCHES is a 1999 Ford F350 XLT Super Duty Chassis, VIN: 1FDWF36F7XEC78280. Upon transfer this vehicle, DAVIE shall have no further obligations as it relates to this vehicle, including but not limited to insurance, fuel, equipment, and maintenance.

ARTICLE 15

CONSIDERATION

- 15.1 RANCHES agrees to pay DAVIE, in consideration for the services described herein as follows:

This Agreement shall be for a five (5) year term with additional five (5) year term renewals thereafter.

RANCHES shall pay DAVIE on the first of each month as follows:

By May 31, 2012, RANCHES shall pay DAVIE an initial payment of One Hundred and Twenty Thousand Dollars (\$120,000.00), which shall help to defray some of DAVIE's immediate startup costs within its current budgetary fiscal year confines. This amount shall be refunded to RANCHES as a deduction from RANCHES Fiscal Year One payment, as delineated below.

Fiscal Year One (October 1, 2012—September 30, 2013): October 1, 2012 – May 31, 2013: One Hundred Eighty Four Thousand Dollars and Zero Cents (184,000.00). June 1, 2013 – September 30, 2013: One Hundred Ninety Nine Thousand Dollars and Zero Cents (\$199,000.00) per month for a fiscal year total of Two Million Three Hundred Eighty Eight Thousand Dollars and Zero Cents (\$2,388,000.00).

Fiscal Year Two (October 1, 2013—September 30, 2014): Two Hundred Six Thousand Nine Hundred Sixty Dollars and Zero Cents (\$206,960.00) per month for a fiscal year total of Two Million Four Hundred Eighty Three Thousand Five Hundred Twenty Dollars and Zero Cents (\$2,483,520.00). Fiscal year two reflects a four percent (4%) increase.

Fiscal Year Three (October 1, 2014—September 30, 2015): Two Hundred and Fifteen Thousand Two Hundred Thirty Eight Dollars and Thirty Four Cents (\$215,238.34) per month for a fiscal year total of Two Million Five Hundred Eighty Two Thousand Eight Hundred Sixty Dollars and Zero Cents (\$2,582,860.00). Fiscal year three reflects a four percent (4%) increase.

Fiscal Year Four (October 1, 2015—September 30, 2016): Two Hundred Twenty Three Thousand Eight Hundred Forty Seven Dollars and Eighty Seven Cents (\$223,847.87) per month for a fiscal year total of Two Million Six Hundred Eighty Six Thousand One Hundred Seventy Four Dollars and Forty Cents (\$2,686,174.40). Fiscal year four reflects a four percent (4%) increase.

Fiscal Year Five (October 1, 2016—September 30, 2017): Two Hundred Thirty Two Thousand Eight Hundred and One Dollars and Seventy Eight Cents (\$232,801.78) per month for a fiscal year total of Two Million Seven Hundred Ninety Three Thousand Six Hundred Twenty One Dollars and Forty Cents (\$2,793,621.40). Fiscal year five reflects a four percent (4%) increase.

- 15.2 The parties shall meet to discuss contractual revisions for an additional five (5) year term no later than March 31st of the fourth (4th) fiscal term year. If the parties fail to come to an agreement by May 30th, of the fourth (4th) fiscal term year, either party has the right to cancel the Agreement at the end of the current term by providing the other party written notice prior to the end of the fourth (4th) fiscal term year. If no notice is sent by either party, this Agreement shall automatically continue for an additional five (5) year term under the same

terms and conditions contained herein, except that each fiscal year thereafter the consideration shall increase by four percent (4%) over the previous fiscal year.

15.3 Fees and Revenues:

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

15.4 RANCHES agrees to take all action necessary to ensure that DAVIE is lawfully empowered to invoice and to collect the fees described above, except as provided herein.

15.5 RANCHES agrees to pay for the services provided under this Agreement. RANCHES 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.

ARTICLE 16

REPORTING

DAVIE will provide the Ranches Administrator with a monthly report addressing the status and activities of DAVIE's emergency medical, fire protection, and fire prevention services to the RANCHES pursuant to the Agreement. Such report shall contain, at a minimum, the following: time call received by the Communications Center, time of dispatch, identification of units dispatched, classification of call, time in route, and time of arrival. Every week, or as often as requested by the Volunteers, DAVIE shall provide Volunteers with a copy of its weekly service report or any other report that Volunteers may need. At Volunteers request, DAVIE shall produce the requested report in an electronic medium. Any such reports shall be HIPAA compliant.

ARTICLE 17

TERM OF AGREEMENT

17.1 The Agreement shall commence on October 1, 2012, and shall continue for an initial term of five (5) fiscal years ending on September 30, 2017. Thereafter, the Agreement may be renewed for successive five (5) fiscal year periods, as provided herein.

17.2 The Agreement may be terminated only as provided for herein unless otherwise agreed upon in writing by the parties.

ARTICLE 18

TERMINATION

- 18.1 In addition to and notwithstanding any other provisions of the Agreement, this Agreement may be terminated by RANCHES for convenience upon providing DAVIE with three hundred and sixty five (365) day written notice after the conclusion of the first four (4) fiscal years of this Agreement as provided for herein.
- 18.2 In addition to and notwithstanding any other provisions of the Agreement, this Agreement may be terminated by DAVIE for convenience upon providing RANCHES with three hundred and sixty five (365) day written notice as provided for herein after the conclusion of the first four fiscal (4) years of this Agreement.
- 18.3 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) calendar days after being given written notice specifying the default ("cure period"), then the party not in default may, by giving at least thirty (30) calendar days written notice after the cure period to the defaulting party, terminate the Agreement as of a date specified in such notice of termination.
- 18.4 In the event of termination or expiration of the Agreement, DAVIE and RANCHES shall cooperate in good faith in order to effectuate a smooth and harmonious transition from DAVIE to a RANCHES fire department, which is operated by RANCHES 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.
- 18.5 The parties agree that upon any termination or expiration of the Agreement, RANCHES may consider DAVIE personnel who may be displaced by such termination or expiration for positions within its municipality.

ARTICLE 19

DEFAULT

If DAVIE or RANCHES fails to perform or observe any of the material terms and conditions of the Agreement for a period of thirty (30) calendar days after receipt of written notice of such default from the other party except for failure to pay which will be forty-five (45) calendar days after receipt of written notice. 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 RANCHES fails to pay within the above stated forty-five (45) day period, DAVIE shall be entitled to the remedies provided under the Florida Prompt Payment Act or shall be entitled to terminate the Agreement upon thirty (30) days prior written notice of such termination.

ARTICLE 20

INSURANCE

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

ARTICLE 21

LIABILITY

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

DAVIE will at all times be entitled to the benefits of sovereign immunity as provided in Florida Statutes, Section 768.28, and common law. Nothing contained in the Agreement shall be construed as a waiver of sovereign immunity.

ARTICLE 22

MISCELLANEOUS

- 22.1 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.
- 22.2 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.
- 22.3 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.
- 22.4 Records and Audit: RANCHES and DAVIE shall each maintain their own respective records and documents associated with the Agreement in accordance with the requirements for records retention set forth in Chapter 119, Florida Statutes. Each party shall have the right to audit the books, records, and accounts of the other that are related to the Agreement including, but not limited to those relating to, costs, revenues and special assessments. In addition, each party shall keep such books, records, and accounts as may be necessary in order to record complete and correct entries related to the Agreement. Each party shall preserve and make available, at reasonable times for examination and audit by the other, all financial records, supporting documents, statistical records, and any other documents pertinent to the Agreement. If an audit has been initiated and audit findings have not been resolved, the books, records, and accounts shall be retained until resolution of the audit findings. No confidentiality or nondisclosure requirement of either federal or state law shall be violated by either party.
- 22.5 Contract Administrators: The Contract Administrators for the Agreement are Davie Town Administrator or designee, for DAVIE, and Ranches Administrator or designee, for RANCHES. In the implementation of the terms and conditions of the Agreement, as contrasted with matters of policy, all parties may rely upon instructions or determinations made by the respective Contract Administrators.
- 22.6 Recordation: DAVIE is hereby authorized and directed after approval of the Agreement by the governing bodies of RANCHES and DAVIE and the execution thereof by the duly qualified and authorized officers of each of the parties hereto, to file the Agreement with the Clerk of Broward County, Florida, as required by Section 163.01(11), Florida Statutes.
- 22.7 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.

- 22.8 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 RANCHES or DAVIE 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, RANCHES and DAVIE agree to cooperate fully with the other to effectuate a smooth transition of services.
- 22.9 Emergency Management: RANCHES shall designate a liaison to report to the Broward Emergency Operation Center (EOC) during an activation as well as designate a liaison to report to DAVIE's Field Operation Center (FOC).
- 22.10 Notices: Whenever either party desires to give notice to the other, such notice must be in writing and sent by United States mail, return receipt requested, courier, evidenced by a delivery receipt or by any overnight express delivery service addressed to the party for whom it is intended at the place last specified; and the place for giving of notice shall remain such until it shall have been changed by written notice in compliance with the provisions of this paragraph. For the present, the parties designate the following as the respective places for giving of notice. Notice shall be effective upon delivery.

FOR DAVIE:

Davie Administrator
Richard J. Lemack, Administrator
6591 Orange Drive
Davie, FL 33314

with a copy to:

John Rayson, Esq.
2400 East Oakland Park Boulevard
Unit #200
Fort Lauderdale, FL 33306

FOR RANCHES

Ranches Administrator
Stan Morris, Interim Administrator
13400 Griffin Road
Southwest Ranches, FL 33330

with a copy to:

Keith M. Poliakoff, Esq.
3111 Stirling Road
Fort Lauderdale, FL 33312

- 22.11 Nondiscrimination: RANCHES' and DAVIE's decisions regarding the delivery of services under the Agreement shall be made without regard to or consideration of race, age, religion, color, gender, sexual orientation (Broward County Code, Chapter 16 ½), national origin, marital status, physical or mental disability, political affiliation, or any other factor which cannot be lawfully used as a basis for service delivery.
- 22.12 Third Party Beneficiaries: With the exception of Section 22.21, below, neither RANCHES nor DAVIE intended that any person shall have a cause of action against either of them as a third party beneficiary under this Agreement. Therefore, the parties agree that there are no third party beneficiaries to the Agreement and that no third party shall be entitled to assert a claim against either of them based upon the Agreement. The parties expressly acknowledge that it is not their intent to create any rights or obligations in any third person or entity under the Agreement.
- 22.13 Performance: RANCHES and DAVIE represent that all persons performing the services required under the Agreement have the knowledge and skills, either by training, experience, education, or a combination thereof, to adequately and competently perform the duties, obligations, and services set forth herein in a skillful and respectable manner.

22.14 Materiality and Waiver of Breach: DAVIE and RANCHES agree that each requirement, duty, and obligation set forth herein is substantial and important to the formation of the Agreement and, therefore, is a material term hereof.

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

22.15 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.

22.16 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 22 of this Agreement shall prevail and be given effect.

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

22.18 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.

22.19 Independent Contractor: RANCHES and DAVIE are independent contractors under the Agreement. Services provided by the parties shall be by employees, agents, or approved subcontractors of the respective party and subject to supervision by that party. In providing such services, neither RANCHES' nor DAVIE officers, employees, agents or approved subcontractors shall act as officers, employees, or agents of the other party. The Agreement shall not constitute or make the parties a partnership or joint venture, Personnel policy, tax responsibilities, social security, health insurance, employee benefits, travel, per diem policy, purchasing policies and any other similar administrative procedures applicable to services rendered under the Agreement shall be those of the respective party.

22.20 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.

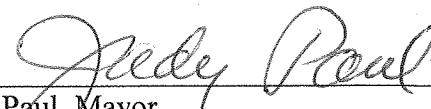
22.21 Detention Center: DAVIE acknowledges that it has sufficient capacity to deliver emergency medical protection and fire prevention services to the RANCHES' future 2,500 bed, 500,000 sqf., center, located on property currently owned by the Corrections Corporation of America. DAVIE agrees to timely provide Broward County, upon request, any documentation that Broward County may require to acknowledge that DAVIE has the capacity, the ability, and the willingness to service this center under the terms and conditions contained herein. The development of the center has been factored into the total consideration of this agreement.

- 22.22 Ranches Roadways: Provided that it does not directly hinder DAVIE's ability to provide emergency medical or fire services to RANCHES, DAVIE acknowledges and agrees that DAVIE cannot utilize this Agreement as a means to prevent or to interfere in any way with RANCHES' ability to close/open any of its roads, to regulate traffic, to implement traffic controls, or to add/remove traffic calming devices. RANCHES acknowledges that any such road regulation may negatively effect response times. Response delays caused by RANCHES road regulations may not be used as a basis to support a claim against DAVIE for failure to meet its monthly response times under Article 3.6 of this Agreement.
- 22.23 Towing Services: RANCHES shall maintain a towing service provider for the RANCHES. DAVIE shall have the ability to call RANCHES towing service provider, at no additional cost to DAVIE, to assist DAVIE with any tow related responses in RANCHES.
- 22.24 Force Majeure: In the event of an act of God, hurricane, flood, tornado, tropical storm, twenty-five year storm event, riot, act of terrorism, or other disaster, the parties agree to provide service to the best extent of their ability given the circumstances. Nothing during a force majeure shall be considered a breach of Agreement, or cause for termination of the Agreement, provided that DAVIE and RANCHES use their best efforts under the circumstances.

AGREEMENT BETWEEN TOWN OF DAVIE AND THE TOWN OF SOUTHWEST RANCHES FOR DELIVERY OF EMERGENCY MEDICAL, FIRE PROTECTION AND FIRE PREVENTION SERVICES

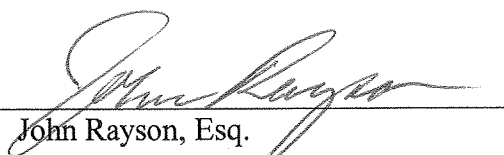
IN WITNESS WHEREOF, the parties have made and executed this Agreement on the respective dates under each signature: DAVIE signing by and through its Mayor, duly authorized to execute same by Council action on the 2nd day of May, 2012, and RANCHES, signing by and through its Mayor, duly authorized to execute same by Council action on the 3rd day of May, 2012.

DAVIE

By 
Judy Paul, Mayor

2 day of May, 2012

Approved as to form:

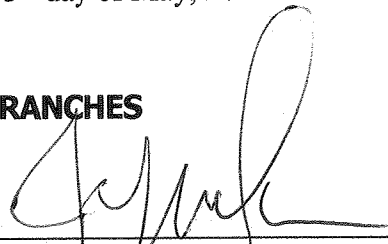
By 
John Rayson, Esq.
Town Attorney

AGREEMENT BETWEEN THE TOWN OF DAVIE AND THE 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: DAVIE signing by and through its Mayor, duly authorized to execute same by Council action on the 2nd day of May, 2012, and RANCHES, signing by and through its Mayor, duly authorized to execute same by Council action on the 3rd day of May, 2012.


RANCHES

By


Jeff Nelson, Mayor

3rd May, 2012

ATTEST:


Erika Gonzalez-Santamaria, CMC, Town Clerk

APPROVED AS TO FORM

By

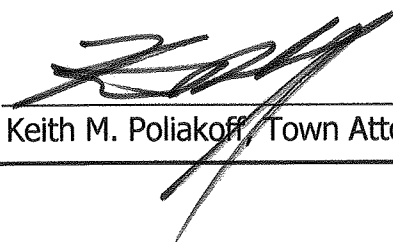

Keith M. Poliakoff, Town Attorney

EXHIBIT A
EQUIPMENT PROVIDED TO THE VOLUNTEERS

1. 10 - 800 MHZ radios (analog system) and pouches
2. 20 - Sets of Bunker gear (pants, coats, and suspenders), based upon DAVIE's current availability, as needed
3. 20 - Fire fighting helmets, based upon DAVIE's current availability, as needed.

ACTIVE: 3819240_1